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_14_2022

Monday, February 14, 2022 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**

MEETING DATE: **Monday, February 14, 2022 at 07:00 PM**

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

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

AGENDA

Pledge of Allegiance

Invocation by Councilor Jake Gilbert

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:
Documents: Meeting Minutes January 24, 2022

Claims:
Documents: Docket for February 14, 2022

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation- YMCA/Shannon Russell

Public Comments on the YMCA Request

Clerk Treasurer's Office Presentation

Old Business:

Ordinance 21-52: Springwater PUD
Council Introduction: November 9, 2021
APC Public Hearing: December 6, 2021
APC Recommendation: February 7, 2022
Adoption Consideration: February 14, 2022
Documents: Ordinance 21-52 Redline | Ordinance 21-52 | Department Report | Character Exhibits | Concept Plan | Open Space & Amenity

New Business:

Resolution 22-102: Approving Development Agreement for Certain Property in the City (Union Square Garage)
Adoption Consideration: February 14, 2022
Documents: Resolution 22-102

Ordinance 22-01: Amending the Westfield Fire Department's Fire Prevention Ordinance (21-57)
Council Introduction: February 14, 2022
Adoption Consideration: February 14, 2022
Documents: Ordinance 22-01

Ordinance 22-03: Voluntary Annexation (Shear Property Group Phase I)
Council Introduction: February 14, 2022
Public Hearing: February 14, 2022
Adoption Consideration: March 14, 2022
Documents: Ordinance 22-03 | Location Map | Shear Property Group-Annexation Petition | Shear Property Group Annexation Timeline | Shear Property Group Annexation Map Revised 12-29-21

Ordinance 22-05 Woods-Robinson-Briggs PUD Amendment I (Harvest Trail at Westfield)
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022
APC Recommendation: April 4, 2022
Adoption Consideration: April 11, 2022
Documents: Ordinance 22-05 | Location Map | Project Narrative | Buffer Yard Plan | Buffer Yard Example

Ordinance 22-06: Towns at Union PUD
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022

APC Recommendation: April 4, 2022
Adoption Consideration: April 11, 2022
Documents: Ordinance 22-06 | Site Location | Concept Plan over Aerial | Concept Plan | Petitioner's Presentation

Ordinance 22-07: Chatham Hills PUD Amendment VIII
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022
APC Recommendation: April 4, 2022
Adoption Consideration: April 11, 2022
Documents: Ordinance 22-07 | Concept Plan | Parcels

Ordinance 22-08: Grand Millennium Center PUD Amendment II
Council Introduction: February 14, 2022
APC Public Hearing: March 7, 2022
APC Recommendation: April 4, 2022
Adoption Consideration: April 11, 2022
Documents: Ordinance 22-08 | Real Estate | Narrative Statement | Documents

Ordinance 22-09: Creating a Local Historic Preservation Commission
Council Introduction: February 14, 2022
Public Hearing: February 28, 2022
Adoption Consideration: March 14, 2022
Documents: Ordinance 22-09

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

Westfield City Council January 24, 2022

The Westfield City Council held a meeting on January 24, 2022 at Westfield City Hall.
Present were Mike Johns, Joe Edwards, Troy Patton, Cindy Spoljaric, Scott Frei, Jake Gilbert, and Scott Willis. Mayor Cook, Anne Poindexter and Manny Herceg were also in attendance.
Kim Strang, representing clerk's office was on the call.

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

Changes to Agenda

Report from Clerk's moved to a future meeting.

Approval of Minutes:

Scott Willis made the motion to approve the January 10, 2022 minutes as presented.
Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Troy Patton questioned if the BKD invoices had been reduced by the agreed upon amount ($10,000). Mike Johns stated this will be verified before payment is made.

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

Miscellaneous Business/Special Presentation

Presentation -Kristen Burkman/Streetscape Committee. Kristen gave the background of how and why the streetscape committee was formed. The Streetscape committee will be working with the COA Advisory team, and the DWA Market research team. Kristen stated the current budget for lighting, landscape, and hardscape totals $330,222.00 but would like to get additional design ideas from MKSK and Rundell Ernstberger & Associates ($20,000 per company). Each company would provide tiered cost design options giving several options to chose from. Deadline to give the proposed design to INDOT is March 31. Kristen was asking council to contribute the $40,000 to the design process. There was council discussion and options of support were suggested.

Scott Willis made a motion that council contribute $20,000 with DWA matching the contribution. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Presentation/Linda Naas and Bob Beaudry/RDC Quarterly Update-

Bob Beaudry gave an overview of the meetings from August 16- January 18, 2022. Highlights included Grand Park user agreements added to agenda for commission approval, commission looking into OW Krohn invoices being paid by TIF funds, looking into future development agreements that are coming up, updating TIF maps, looking into Resolution 14-122 (Infrastructure Improvement Fund), and addition of old business to be discussed added to agendas.

Linda Naas discussed upcoming & pending items that the RDC will be addressing. The commission has asked for the total paid to date for the Union Square TIF services and looking into how to recoup these costs since only $44. has been received as revenue since the start of Union Square. The county reports the city as having 25 TIF areas, only 11 of these are receiving money. The commission has received information on the core 4 TIF areas but requests to see each of the 25 TIF areas detailed out individually in order to make educated decisions. Map of the TIF areas was provided by John Rogers and will aid in the annual budget process. This spring the commission will be looking to see if the MOU with Bullpen has been advertised enough & the process granting Westfield residents free admission into the games at Grand Park made easier. Upcoming meeting tomorrow will have the appointment of a non-voting school board member appointed by the Mayor for a two- year term. This year all voting RDC members signed an Oath of Office which will now be done yearly. The commission plans to continue to review the maintenance & capital improvements done by the RDC for Grand Park. Bullpen's financial report per contract, to be reviewed monthly, looking into project commitments through reviewing all user agreements. Linda and Joe to be the RFP committee who will review all RFPs then submit to the rest of the commission.

<u>Old Business:</u>

Ordinance 21-47: The Courtyards at Spring Mill
Council Introduction: October 12, 2021
APC Public Hearing: November 1, 2021
APC Recommendation: January 18, 2022
Adoption Consideration: January 24, 2022

Jon Dobosiewicz presented stating this is a zoning change request from AG-SF-1 to Single-Family Rural. This would allow for an age restricted single-family detached residential development on approximately 67.8 acres located on the east side of Spring Mill Rd. north of State Rd. 32, south of 186th Street. Jon spoke on the changes since introduction and gave a project overview. There was council discussion.

Joe Edwards made a motion to table the adoption to a future date. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 21-60: Osborne Trails PUD Amendment III
Council Introduction: December 13, 2021
APC Public Hearing: January 18, 2022
APC Recommendation: January 18, 2022
Adoption Consideration: January 24, 2022

Kevin Todd presented stating this is an amendment to 12.8 acres of the Osborne Trails PUD, modifying the signage standards for West Fork Whiskey.

Troy Patton made a motion to approve Ordinance 21-60 as presented. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

New Business
None

Guests:
Ryan Wheeler- Spoke in opposition of the Courtyards at Spring Mill Ordinance. Thanked council for requesting more time to gather information on the project.

Tom McNutt- Spoke in opposition of the Courtyards at Spring Mill, stating that a study had been done on compatible land uses around an airport, and he does not feel this is a good fit for this area.

Marla Ailor- Spoke concerning Tomlinson Road improvements. The council decided they would like to see this addressed sooner rather than later and to start the process as soon as possible.

Amy Solomon- Representing Indy Flyers EAA, spoke in opposition of the Courtyards at Spring Mill. Research by the Federal Aviation has been performed and a list of requirements for buildings surrounding airports has been compiled. She gave a handout to council supplying the research that has been done.

Clerk Treasurer Comments:
None

City Council Comments:

Cindy Spoljaric- ARPA update/Final Guidelines discussed.

APC update

Jake Gilbert- This Sunday 2-5 PM Well Being Fair at the High School.

Ad-hoc Committee has reached an agreement with BKD for a reduction of $10,000 for their invoices.

Mike Johns- Ordinance 21-34 (Urban Apples PUD) adoption was tabled at the last meeting to future meeting. Council is waiting to hear back from petitioner.

This Wednesday 6PM at Grand Park Event Center, SR 32 meeting on updated design plans.

Discussion of why the 2022 Policies & Procedures Manual (Ordinance 21-61) that was introduced on December 13, 2021 was now being adopted at this Wednesday's BPW Meeting. There was council discussion.

Mayor Comments:

None

Without any further business, the meeting adjourned at 9:49 PM

_____ _____

Clerk-Treasurer **President**

[Type here]

RESOLUTION NO. 22-102

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA APPROVING A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF CERTAIN PROPERTY IN THE CITY

WHEREAS, the City of Westfield, Indiana ("City") desires to encourage investment and foster economic development within the City;

WHEREAS, the Common Council of the City ("Common Council") has been advised of the Development Agreement attached hereto as Exhibit A (the "Development Agreement") which sets forth the terms and conditions under which Union Square Plaza LLC or an affiliate or designee thereof (collectively, the "Developer") is offering to develop certain real estate located in the Union Square Allocation Area ("Allocation Area");

WHEREAS, the Developer seeks to develop and improve the Allocation Area by constructing market rate apartment units and commercial space for retail or office use within the Allocation Area (collectively, the "Projects"):

WHEREAS, Developer expects that its investment in the Projects, collectively, will be approximately Sixty Nine Million Dollars ($69,000,000) and has requested certain economic development assistance from the City and the Westfield Redevelopment Commission with respect to the construction of an above-ground structured parking facility containing approximately 300 parking spaces, all as more particularly described in the Development Agreement (the "Garage");

WHEREAS, the Common Council has reviewed the proposed Development Agreement and has considered the need for economic development investment by the Developer, and finds that approval of the Development Agreement by this Common Council furthers the development and economic development of the City and will benefit the public health and welfare of the citizens of the City;

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

Section 1. The proposed Development Agreement in the form attached hereto as Exhibit A is approved and the Mayor is hereby authorized to execute the Development Agreement.

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

* * * *

PASSED THIS 14th DAY OF FEBRUARY, 2022, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

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

ATTEST:

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

I hereby certify that RESOLUTION 22-102 was delivered to the Mayor of the City of Westfield on the ____day of February, 2022, at ___:___ __.m.

_____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 22-102

this _____ day of February, 2022

at ___:___ __.m.

_____
J. Andrew Cook, Mayor

I hereby VETO Resolution 22-102

this _____ day of February, 2022

at ___:___ __.m.

_____
J. Andrew Cook, Mayor

EXHIBIT A

Development Agreement

DEVELOPMENT AGREEMENT
Union Square

This Development Agreement (Union Square) (the "Agreement") is executed this __ day of _____, 2022, by and among the **City of Westfield Redevelopment Commission** ("WRC"), the **City of Westfield Building Corporation** (the "Building Corporation"), **the City of Westfield, Indiana** (the "City"), and **Union Square Plaza LLC**, an Indiana limited liability company (the "Developer").

Recitals

WHEREAS, the WRC, the Building Corporation and the City desire to foster economic development within the City and provide additional public parking in the City;

WHEREAS, the WRC has created and expanded the Allocation Area for the purposes of capturing incremental tax revenues in the manner set forth in Indiana Code 36-7-14-39;

WHEREAS, the Developer proposes to construct market rate apartment units and commercial space for retail or office use within the Allocation Area, each of which is a "Project" and collectively referred to as "Projects", as more particularly defined in Section 1 hereof;

WHEREAS, Developer expects that its investment in the Projects, collectively, will be approximately Sixty Nine Million Dollars ($69,000,000) and has requested certain economic development assistance from the City and the WRC with respect to the Garage Project;

WHEREAS, to induce development of the Allocation Area and the completion of the Projects, the WRC, the City and the Building Corporation, subject to further proceedings as required by law, desire to provide for the financing of the Garage Project, as more particularly described herein; and

WHEREAS, the WRC, the Building Corporation and the City have determined that the Project conforms to the comprehensive plan of development for the City and is in the best interests of the citizens of the City;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, WRC, City, Building Corporation and Developer agree as follows:

1. Defined Terms.

Allocation Area shall mean the Union Square Allocation Area within the Grand Junction Economic Development Area created and expanded by the WRC in accordance with Indiana Code 36-7-14 for the purpose of capturing Tax Increment.

Available Bond Proceeds shall mean, at a given time, the amount of the Bond Proceeds that are available for disbursement to pay Garage Project Costs, net of capitalized interest, a reserve fund, if necessary, and Bond Issuance Costs.

Bonds shall mean one or more series of taxable or tax-exempt economic development revenue bonds to be issued by the City under Indiana Code 36-7-11.9 and 12 pursuant to a Trust Indenture, in the estimated principal amount not to exceed $12,250,000, the proceeds of which shall be made available to Developer in accordance with the Bond Documents, to construct the Garage Project, payable from a pledge of LIT Revenues by the Common Council to the extent the Tax Increment is not sufficient.

Bond Issuance Costs shall mean, namely, the costs, fees and expenses incurred or to be incurred by the

City, the Building Corporation and the WRC in connection with the issuance and sale of the Bonds, including underwriting or placement or other financing fees (including applicable counsel fees), rating fees, the fees and disbursements of bond counsel, the fees and disbursements of the City, the Building Corporation and the WRC's financial advisor, the acceptance fee and other fees of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Trust Indenture or to perfect the lien thereof, the fees and disbursements of the counsel to the City, the Building Corporation, the WRC, the Westfield Economic Development Commission and the purchasers of the Bonds, the costs of preparing or printing the Bonds, the costs of reproducing documents and any other costs of a similarly nature reasonably incurred.

Bond Debt Service shall mean the regular (non-default) payments of principal and/or interest due and payable pursuant to the Bond Documents.

Bond Documents shall mean the documents required in connection with the issuance and sale of the Bonds, including, without limitation, the Trust Indenture, the Funding Agreement, the Garage Property Lease and customary closing certificates and opinions.

Bond Proceeds shall mean the proceeds of the Bonds.

Catch-Up Default shall mean, after: (a) the proper exercise by the Building Corporation of its right under Subsection 12(a) to require the development and implementation of a Catch-Up Plan; and (b) the Building Corporation's approval (or, if applicable pursuant to Subsection 12(b), development) of a Catch-Up Plan; the failure by Developer either to implement such Catch-Up Plan or, once implemented, to satisfy its obligations thereunder.

Catch-Up Plan shall mean, with respect to a Project, a plan pursuant to which Developer will: (a) avoid falling further behind the dates set forth in the then-current Construction Schedule for such Project; and (b) complete the construction of such Project, in accordance with such Construction Schedule, as updated, revised, and/or amended to reflect such plan.

City Agency shall mean any agency, board, commission, department, instrumentality, or unit of the City.

City Approval Process shall mean, with respect to each Project, the process by a City Agency for: (a) refining the Preliminary Plans into the Final Plans; and (b) obtaining the Required Permits; which shall be the same process customarily required for developers of commercial real estate projects seeking the equivalent of the "Required Permits" for their projects.

Claims shall mean claims, damages, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees).

Closing shall mean the closing with respect to: (a) the issuance and purchase of the Bonds; (b) the conveyance of the Garage Site to the Building Corporation; and (c) the execution of the Garage Property Lease; subject to the Conditions set forth in Section 5(i).

Closing Date shall mean the date of the Closing.

Common Council shall mean the Common Council of the City.

Construction Schedule shall mean, with respect to each Project, a detailed schedule for construction of such Project in accordance with the Final Plans for such Project, which schedule is comprised of the construction schedule included as a portion of the Final Plans.

Developer Affiliate shall mean a person or entity that directly or indirectly controls, is controlled by, or is

under common control with Developer. For purposes of this definition, "control" (including the terms "controls", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

Disbursement Request shall mean a written request prepared by Developer for a disbursement of Available Bond Proceeds, which request shall: (a) be in the form required by the Bond Documents and the Funding Agreement; and (b) include all supporting materials required pursuant to the Funding Agreement.

Event of Default shall have the meaning set forth in Subsection 11(a).

E-Verify Program shall mean: (a) the program currently operated by the U.S. Department of Homeland Security that electronically confirms an individual's eligibility to work in the United States, authority for which is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, 110 Stat. 3009 (8 U.S.C. §1324a), as amended; or (b) any successor work authorization program designated by the U.S. Department of Homeland Security or such other federal agency as may be authorized to verify the work authorization status of newly-hired employees. The E-Verify Program is the "E-Verify Program" defined in Ind. Code. §22-5-1.7-3.

Final Plans shall have the meaning ascribed to such term in Subsection 7(a).

Fundamental Flaw shall mean: (a) a flaw in the design or construction of a Project that must be addressed to avoid, correct, rectify, or reverse: (i) a material violation of any Law; (ii) a violation of applicable insurance requirements that could result in an insurer: (A) disclaiming coverage or liability; or (B) canceling or refusing to renew a policy; (iii) a violation of applicable warranty requirements that could result in a contractor or material supplier: (A) disclaiming coverage or liability; (B) refusing to issue or honor a warranty; or (C) canceling or refusing to extend a warranty; or (iv) an actual: (A) inability to obtain a Required Permit; or (B) attempt by a governmental authority to cancel or revoke a Required Permit; and/or (c) a design or construction issue that materially affects: (i) the structural integrity of the applicable Project; or (ii) in the case of the Garage Project or the Wrap Building Project: (A) the successful integration of the Garage with the Wrap Building (or the Wrap Building with the Garage, as the case may be); and/or (B) the ability of the Garage to provide the necessary support for the Wrap Building.

Funding Agreement shall mean an agreement among the City, the Building Corporation and the Developer pursuant to which Available Bond Proceeds shall be disbursed to Developer in a commercially reasonable manner to pay (or reimburse Developer for) Garage Project Costs. The Funding Agreement shall incorporate the terms and conditions set forth on Exhibit E; provided that, if and to the extent that the executed Funding Agreement is inconsistent with the terms and conditions set forth on Exhibit E, then the executed Funding Agreement shall control.

Garage shall mean an above-ground structured parking facility containing approximately 300 parking spaces, together with entrances and exits, ramps and drives, elevator lobbies, and related facilities. The Garage: (a) will be "wrapped", in whole or in part, by the Wrap Building; and (b) may incorporate a roof (as opposed to an open top level of parking spaces) on which a portion of the Wrap Building would be constructed, which portion may house a courtyard on the portion of the Wrap Building Site located immediately above the roof of the Garage.

Garage Budget shall mean the budget reflecting the estimated total Garage Project Costs.

Garage Construction Contract shall mean a guaranteed maximum price construction contract pursuant to which the contractor selected by Developer to construct the Garage Project (which contractor may be a Developer Affiliate) will satisfy the obligations of Developer hereunder with respect to the construction of the Garage Project.

Garage Operating Agreement shall mean an agreement by and among WRC, the Building Corporation, and Developer that addresses the day-to-day operation of the Garage, which agreement, without limitation: (a) establishes standards for the maintenance and repair of the Garage Property, and the requirements for satisfying such standards; (b) addresses, at a minimum, the following with respect to the Garage Property: (i) use and operation, including determining the locations of public and private parking spaces; (ii) a process for the leasing of parking spaces in the Garage to residents of the Wrap Building, which may be pursuant to lease agreements directly between the garage operator and the residents, or a lease agreement between the garage operator and Developer, with Developer subsequently subleasing such spaces to the residents; (iii) the maintenance of insurance; and (iv) the maintenance of records, including with respect to parking revenue; (c) otherwise requires that the obligations set forth under the Garage/Wrap Building Declaration are satisfied; and (d) contemplates the hiring of a qualified operator to discharge the obligations of WRC thereunder.

Garage Project shall mean: (a) any demolition of existing improvements on, or other site preparations with respect to, the portion of the Garage Site (and, if applicable, the Wrap Building Site) that are deemed by Developer to be necessary or appropriate; (b) the construction of the Garage on the Garage Site; and (c) the encapsulation of the existing legal drain; together with any attendant improvements, all as reflected in the Final Plans for the Garage Project.

Garage Project Costs shall mean the fees, costs, and expenses incurred (or to be incurred) by Developer in connection with the design, development, and construction of the Garage Project, including costs and expenses to: (a) develop and design the Garage Project; (b) prepare the Garage Site for construction (including demolition work, earthwork, environmental remediation work, and the extension of utilities); (c) design, relocate, and/or construct infrastructure to support the Garage Project; (d) encapsulate the existing legal drain; (e) design, relocate, and/or install perimeter hardscape and landscape for the Garage Project; (f) acquire the materials to construct, and construct, the Garage Project, and to satisfy its obligations under the Garage Construction Contract; (g) pay to Developer a construction fee equal to 4% of the total Garage Project Costs (determined without including the amount of such fee in the determination of the total amount of the Garage Project Costs) and (h) all costs and expenses which the City, the Building Corporation and the WRC shall be required to pay in connection with the construction of the Garage Project (including recording fees related to the Garage Site), costs of insurance of all kinds that maybe required or necessary in connection with the Garage Project, costs for architectural and engineering, development and consultant services and any sums required to reimburse the City, the Building Corporation, WRC or Developer for advances made by either of them subsequent to the date of inducement by the City for any of the above items for any other costs incurred and for work done by either of them which are properly chargeable to the Garage Project

Garage Property shall mean, collectively, the Garage Site and the Garage.

Garage Property Lease shall mean a lease pursuant to which the Building Corporation leases the Garage Property to WRC, which lease shall: (a) provide for a term that is coterminous with the term of the Bonds; (b) obligate WRC to make the Lease Rental Payments; (c) provide that, subject to the Garage/Wrap Building Declaration, WRC: (i) shall have the exclusive right to possess the Garage Property; and (ii) at its expense, shall be responsible, for the operation, management, maintenance, and repair of the Garage Property (including, in its capacity as the tenant and "possessory interest holder", satisfying the obligations of the "garage property owner" under the Garage/Wrap Building Declaration); and (d) address ownership of the Garage Property upon the expiration or earlier termination of the Term; provided that, if and to the extent that the executed Garage Property Lease is inconsistent with this definition, then the executed Garage Property Lease shall control.

Garage Site shall mean a three-dimensional space, the exact description of which shall be determined during the course of the City Approval Process for the Garage Project and the Wrap Building Project. The

Garage Site will be "wrapped" by, and will "notch into" the Wrap Building Site and, as a result, is difficult to depict; however, in general, it is that portion of the Phase I Area that is surrounded on four sides by the Wrap Building Site. It is yet to be determined whether the Garage Site will be an "air-only" parcel, or whether it will include the underlying real estate that provides support for the Garage.

Garage/Wrap Building Declaration shall mean an agreement between the Building Corporation and Developer and acknowledged and consented to by the WRC, that includes: (a) the easements, rights, obligations, and other terms and conditions set forth on Exhibit C; and (b) such other terms, conditions, and provisions as are deemed by the Building Corporation and Developer to be necessary or appropriate.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

Lease Rental Payments shall mean semi-annual payments of rent to be paid by WRC to the Building Corporation pursuant to the Garage Property Lease, the amount of which shall be sufficient to pay the Bond Debt Service for such semi-annual period.

LIT Revenues shall mean local income tax revenues legally available to the City under Ind. Code § 6-3.6 for use to pay the Lease Rental Payments.

Phase shall mean Phase I and/or Phase II, as applicable.

Phase I shall mean, collectively, the Garage Project, the Wrap Building Project, and two additional Projects, together with related site work (which may include demolition) and/or improvements (which may include surface parking), to be constructed within the Phase I Area. As reflected on the Site Plan, it currently is anticipated that the two additional Projects will be: (a) a two or three-story commercial building containing approximately 15,000 square feet, which will be known as The Union; and (b) a three or four-story office and/or commercial building containing approximately 40,000.00 square feet.

Phase I Area shall mean that certain real estate in the City, the general boundaries of which are State Road 32/West Main Street on the north, Union Street on the east, Jersey Street on the south, and Mill Street Road on the west, which real estate is delineated as the "Phase I Area" on the Site Plan. The Garage Site and the Wrap Building Site are within the Phase I Area.

Phase II shall mean, collectively, three Projects, together with related site work (which may include demolition) and/or improvements (which may include surface parking), to be constructed within the Phase II Area. As reflected on the Site Plan, it currently is anticipated that: (a) each Project will include a building; and (b) the buildings, in the aggregate, will contain:(i) approximately 143,848 square feet; (ii) approximately 124 multifamily residential units; and (iii) approximately 4,400 square feet of commercial space.

Phase II Area shall mean that certain real estate in the City, the general boundaries of which are Cherry Street on the east, Midland Trace Trail on the south, and Union Street on the west, which real estate is delineated as the "Phase II Area" on the Site Plan.

Preliminary Plans shall mean schematic design drawings, design development documents, construction drawings, schedules, and (in the case of the Garage Project) budgets that have not yet been approved by the applicable City Agencies pursuant to the City Approval Process.

Project shall mean, generally, each improvement to be constructed on a discrete portion of the Phase I Area or the Phase II Area in accordance with the Final Plans for such improvement and the terms and conditions of this Agreement. As reflected on the Site Plan, it currently is contemplated that there will be a total of seven Projects: (a) four of which (including the Garage Project and the Wrap Building Project) will be located in the Phase I Area; and (b) three of which will be located in the Phase II Area.

Projected Phase Tax Increment shall mean the projected annual Tax Increment in each of Phase I and Phase II, as set forth on Exhibit F, as such Exhibit may be updated and/or replaced by the agreement of the parties prior, to or in connection with, the Closing.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of a Project.

Site Plan shall mean, collectively, the site plan for Phase I and Phase II, attached hereto as Exhibit A, which site plan reflects the current locations, types, and intended uses of the various Projects within each Phase.

Tax Increment shall mean all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b), as such statutory provision exists on the date of issuance of the Bonds, less any fees withheld by the WRC to pay Trustee fees under the Indenture and all other reasonable fees paid in connection with the administration and monitoring of such property tax proceeds

Trust Indenture shall mean a trust indenture executed by and between the City and the Trustee.

Trustee means the trustee selected by the City.

Unauthorized Alien shall have the meaning set forth in 8 U.S.C. §1324a(h)(3) (as reflected pursuant to Ind. Code §22-5-1.7-9).

Wrap Building shall mean a multi-floor building housing approximately 180 multifamily residential units and approximately 18,000 square feet of retail space, which building will "wrap" the Garage.

Wrap Building Project shall mean: (a) any demolition of existing improvements on, or other site preparations with respect to, the Wrap Building Site deemed by Developer to be necessary or appropriate; and (b) the construction of the Wrap Building on the Wrap Building Site; together with attendant public improvements and residential amenities, all as set forth in the Final Plans for the Wrap Building Project.

Wrap Building Project Lender shall mean the bank, institution, corporation, or other entity making a construction loan to Developer, the proceeds of which shall be used to construct the Wrap Building Project.

Wrap Building Project Loan shall mean, with respect to the Wrap Building Project, a construction loan, the proceeds of which shall be used by Developer to acquire the materials to construct, and to construct, all or any portion of the Wrap Building Project.

Wrap Building Project Loan Documents shall mean the documents evidencing and/or securing the Wrap Building Project Loan.

Wrap Building Site shall mean a three-dimensional space, the exact description of which shall be determined during the course of the City Approval Process for the Garage Project and the Wrap Building Project. The Wrap Building Site will "wrap", and will "notch into" the Garage Site and, as a result, is difficult to depict; however, in general, it is that portion of the Phase I Area that surrounds ("wraps") the Garage on four sides. If it is determined that the Garage Site will be an "air-only" parcel, then the underlying real estate that provides support for the Garage shall constitute a portion of the Wrap Building Site.

Wrap Building Property shall mean, collectively, the Wrap Building Site and the Wrap Building Project.

2. Obligations/Incentives. The obligations set forth in this Section are subject to the terms and

conditions of this Agreement, and to satisfaction of the requirements of all Laws (including, without limitation, the conducting of all proceedings required by the Laws).

(a) Conveyance Garage Site. At the Closing: (i) Developer shall convey the Garage Site to the Building Corporation by limited warranty deed; and (ii) the Building Corporation shall accept such conveyance.

(b) Garage Lease. The Building Corporation shall lease the Garage Property to WRC pursuant to the Garage Property Lease.

(c) Garage Operation. WRC, as lessee under the Garage Property Lease (and, accordingly, the holder of the possessory interest in the Garage Property), shall be responsible, at its cost and expense, for the operation, maintenance, repair, and replacement of the Garage, subject to and in accordance with the terms and conditions of the Garage Property Lease, the Garage/Wrap Building Declaration and the Garage Operating Agreement.

(d) Bonds. WRC, the Building Corporation, Developer, and the City shall work cooperatively and in good faith to establish the terms on which the Bonds will be issued (including, without limitation, the maximum principal amount thereof). The City shall issue and sell the Bonds and loan the proceeds of the Bonds to the Building Corporation to finance the Garage Project Costs. Available Bond Proceeds shall be deposited into the construction account established under the Trust Indenture for use to pay (or reimburse Developer for) Garage Project Costs.

(e) Payment Sources. The City will pledge the LIT Revenues to the payment of Lease Rental Payments to the extent the Tax Increment is not sufficient. Lease Rental Payments made by the WRC to the Building Corporation will be used to pay Bond Debt Service.

(f) Cherry Street Bridge. The City shall exercise commercially reasonable efforts to reconstruct the Cherry Street bridge in accordance with the City's downtown master plan. WRC, Building Corporation, and the City acknowledge that the timing of the development and construction of the Projects comprising Phase II will depend on the timeline within which the foregoing bridge work is completed.

(g) Projects. Developer: (i) for the benefit of WRC and the Building Corporation, shall design and construct the Garage Project in accordance with the terms and conditions of this Agreement and the Garage Construction Contract; (ii) shall design and construct the Wrap Building Project in accordance with the terms and conditions of this Agreement; and (iii) shall exercise commercially reasonable, good faith efforts to construct the remaining Projects in each Phase by the estimated completion dates (or within the applicable periods) shown on Exhibit B. The Garage Construction Contract shall be (a) subject to approval of the City and the Building Corporation, the approval of which shall not be unreasonably withheld; and (b) Developer estimates that, upon completion of both Phases, its total capital investment will be approximately $69,000,000.00, excluding the Garage Project Costs (which shall be paid with Available Bond Proceeds).

3. Closing. Subject to the terms and conditions of this Agreement, it is anticipated that the Closing shall occur on or before the date that is six (6) months following the date of execution of this Agreement; provided that, subject to the terms and conditions of this Agreement (including the conditions set forth in Section 5), the "outside date" for the Closing shall be the date that is 12 months after the date on which the Common Council approves the issuance of the Bonds. The actual Closing Date and the location of the Closing shall be established mutually by City, WRC, Building Corporation and Developer.

4. Closing Documents. At the Closing, WRC, the Building Corporation, Developer, and/or the City, as applicable, shall execute and deliver (or cause to be executed and delivered) the following:

(a) a limited warranty deed conveying to the Building Corporation title to the Garage Site;

(b) the Garage Property Lease;

(c) the Bond Documents;

(d) the Wrap Building Project Loan Documents;

(e) the Garage Construction Contract;

(f) the Garage/Wrap Building Declaration;

(g) an affidavit affirming that Developer: (i) is enrolled in the E-Verify Program; (ii) is participating in the E-Verify Program; and (iii) does not knowingly employ, or contract with, any Unauthorized Aliens;

(h) confirmations by the applicable parties of the representations made by it in this Agreement;

(i) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of WRC, the Building Corporation, Developer, or the City, as applicable; and (ii) the execution and delivery of, and the performance of its obligations under, such documents, have been authorized by WRC, the Building Corporation, Developer, or the City, respectively; and

(j) such other customary documents and instruments as any party may request in connection with the Closing.

The parties agree that the Garage Operating Agreement, together with a recordable memorandum thereof, will be executed prior to the date on which the Garage opens for use by tenants and members of the general public.

5. Conditions. Except to the extent waived by proceeding to the Closing, the obligation of each of City, WRC, Building Corporation, and Developer to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(a) The Allocation Area has been expanded to include the entirety of the Phase I Area and the Phase II Area.

(b) Developer owns fee simple title to the entirety of the Phase I Area and the Phase II Area.

(c) The parties have: (i) determined whether the Garage Site will include the land on which the Garage will be located (or whether the Garage Site will be an "air-only" parcel); and (ii) agreed on the legal description of the Garage Site for purposes of the limited warranty deed and the Garage Property Lease.

(d) The Final Plans for the Garage Project and the Wrap Building Project have been

completed, or the parties are sufficiently satisfied with the progress of such Final Plans to proceed to the Closing.

(e) Developer has obtained (or the parties have determined that Developer will be able to obtain) all Required Permits for the Garage Project and the Wrap Building Project, to the extent that such Required Permits are available by their terms prior to commencement of construction.

(f) WRC, the Building Corporation, and/or the City, as applicable, have passed resolutions: (i) authorizing the execution of this Agreement; (ii) authorizing the issuance, closing, and funding of the Bonds and the execution of the Garage Property Lease; and (iii) authorizing the use of the Available Bond Proceeds to pay Garage Project Costs.

(g) WRC, the Building Corporation, Developer, and the City have agreed on the terms on which the Bonds will be issued.

(h) The Garage Budget has been finalized, and Developer, in the exercise of its reasonable discretion, has determined that the Available Bond Proceeds will be sufficient to pay the Garage Project Costs.

(i) Developer has determined or established: (i) that the development and construction of the Wrap Building Project is economically feasible; (ii) that the Wrap Building Project Lender is prepared to close on the Wrap Building Project Loan on terms satisfactory to Developer in its sole discretion; and (iii) to its satisfaction, and to the reasonable satisfaction of the City, the Building Corporation and the WRC, that it will have adequate funds (loan proceeds, equity investments, and/or cash on hand) to construct the Wrap Building Project.

(j) To the extent required by the Wrap Building Project Lender, Developer, WRC, the Building Corporation, and/or the City, as applicable, each acting in good faith, and the Wrap Building Project Lender have agreed to lender protection provisions described in Section 13 hereof

(k) Each of WRC, the Building Corporation, and Developer has agreed on the form and substance of the Garage Property Lease and the Garage/Wrap Building Declaration, including, without limitation, that WRC and Developer have reached an agreement with respect to the minimum and maximum number of parking spaces that will be designated for use exclusively by tenants and other occupants of the Wrap Building.

(l) Each of the City, Building Corporation, and Developer has agreed on the form and substance of the Funding Agreement.

(m) Developer is enrolled in the E-Verify Program.

(n) Each party has determined that: (i) there is no continuing breach of this Agreement by any other party; and (ii) all of the representations of the other parties set forth in this Agreement remain true and accurate in all material respects.

6. Condition Failure. If one or more of the conditions set forth in Section 5 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement by a written notice to the other parties; provided that, with respect to breaches of this Agreement by a party, the non-defaulting parties shall have the rights and remedies set forth in Section 11. Notwithstanding anything

to the contrary set forth herein, the parties shall work diligently and in good faith to satisfy the conditions set forth in this Section.

7. Plan Approval.

(a) Final Plans. Developer shall proceed through the City Approval Process to refine the Preliminary Plans for each Project into the Final Plans for such Project (and, as Developer proceeds through the City Approval Process for the Garage Project, Developer shall finalize the Garage Budget). At such time as all schematic design drawings, design development documents, construction drawings, and schedules comprising the Preliminary Plans for a Project have been approved through the City Approval Process, such drawings, documents, and schedules shall constitute the "Final Plans" for such Project. To the extent that any Final Plans are inconsistent with the definition or description of the applicable Project, the Final Plans for such Project, having been approved through the City Approval Process, shall control.

(b) Site Plan. Each of WRC, the Building Corporation and the City acknowledges it has reviewed and approves of the Site Plan, including the locations, types, and intended uses of the Projects comprising each Phase. Notwithstanding anything provided to the contrary in the City Approval Process, the City shall have the right to reject any proposed changes to the Site Plan that: (i) materially lessen the scope or scale of either Phase; (ii) materially alter the intended use, or the mix of uses, of the Projects in either Phase; (iii) contemplate architecture that is materially inconsistent with the architecture of other Projects or other public-private redevelopment projects in the area; or (iv) result in the use of materials of a quality materially inferior to materials incorporated into other Projects or other public-private projects in the area.

(c) Timing. Developer shall proceed through the City Approval Process for the Garage Project and the Wrap Building Project substantially in accordance with the estimated plan schedule attached hereto as Exhibit B. With respect to the other Projects in each Phase, Exhibit B reflects the currently anticipated timeframes for proceeding through the City Approval Process and estimated completion dates (or periods within which completion will occur) of all Projects, but is not intended to be binding on Developer. Developer acknowledges that the City, the Building Corporation and the WRC anticipate paying Bond Debt Service from Tax Increment generated and collected from all Projects in each Phase described in this Agreement. Accordingly, Developer agrees to exercise commercially reasonable, good-faith efforts to proceed through the City Approval Process for each Project in accordance with such schedule; provided that if, despite the exercise of such efforts, Developer is unable to adhere to such schedule, whether due to economic infeasibility or otherwise, then such inability shall not be an Event of Default, and, accordingly, none of WRC, the Building Corporation, nor the City shall be entitled to any remedies that would be available to it during the continuance of an Event of Default.

(d) Changes. Without being required to obtain the approval of the City (or its designated employee or consultant), Developer may execute change orders with respect to the Final Plans for the Wrap Building Project so long as the change reflected in the applicable change order: (i) will not result in a Fundamental Flaw; (ii) will not make it likely that the Tax Increment generated by Phase I or Phase II will be significantly less than the Projected Phase Increment for Phase I or Phase II, respectively; (iii) will not make it unlikely, impracticable, or impossible for Developer to complete and open the Garage or the Wrap Building by the date (or within the time period) set forth in the applicable Construction Schedule, as in effect immediately prior to the intended change; and (iv) is consistent with, and will have no negative effect on, the Final Plans for the Wrap Building Project or the Garage Project. For purposes of clarity, Developer shall be required to obtain

the approval of the City (or its designated employee or consultant) prior to executing changes orders: (i) with respect to the Final Plans for the Garage Project; (ii) for any changes that would make it likely that the Tax Increment generated by Phase I or Phase II will be significantly less than the Projected Phase Increment for Phase I or Phase II, respectively; and (iii) that would make it unlikely, impracticable, or impossible for Developer to complete and open the Garage or the Wrap Building by the date (or within the time period) set forth in the applicable Construction Schedule, as in effect immediately prior to the intended change. The City agrees that its approval described in this section (d) shall not be unreasonably withheld, including in the case of adjustments to Final Plans related to the connection between the Garage and the Wrap Building.

8. Construction.

(a) Construction. Developer shall construct the Garage Project and the Wrap Building Project, and each other Project constructed by it hereunder: (i) in a good and workmanlike manner; (ii) in substantial accordance with the applicable Final Plans, the terms and conditions of this Agreement, and the terms and conditions of the construction contract for such Project; and (iii) in compliance with the Laws.

(b) Available Bond Proceeds. Available Bond Proceeds shall be disbursed in accordance with the Funding Agreement and the other Bond Documents to pay (or reimburse Developer for) Garage Project Costs.

(c) E-Verify. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. To the extent required by IC §§22-5-1.7, Developer shall require its contractor and each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor: (i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until the applicable construction contract or subcontract expires or is terminated.

(d) No Discrimination. Developer shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Developer agrees to: (i) post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this Subsection; and (ii) state, in all solicitations or advertisements for employees placed or published by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. The foregoing shall apply notwithstanding any Law that may allow, or be interpreted to allow, discrimination on the basis of religious freedom or otherwise, and, to the fullest extent permitted by the Laws.

9. Inspection. Upon reasonable written notice delivered to Developer, which notice shall specify the portion of the construction to be inspected, the Building Corporation or it's designee may perform an inspection of any item or element of the Garage Project; provided that, in connection therewith, the Building Corporation shall: (a) comply with all health and safety rules of which the Building Corporation has been informed that have been established for personnel present on the Garage Site; and (b) coordinate the inspection so that it does not materially interfere with the performance of construction by Developer. Developer shall have the right to accompany, and/or to have its construction manager accompany, the

Building Corporation during any such inspection.

10. Insurance-Garage Project. During construction of the Garage Project, Developer shall maintain with respect to such Project policies of insurance with coverages not less than that reflected on Exhibit D, together with any additional policies of insurance required by the Garage Construction Contract to be maintained. Each such policy shall: (a) be written by a company reasonably acceptable to the Building Corporation; and (b) provide that it shall not be modified or canceled without written notice to the Building Corporation at least 30 days in advance. Each policy of general liability insurance required by this Section to be maintained by Developer shall name the Building Corporation as an additional insured.

11. Events of Default.

(a) Events of Default. It shall be an "Event of Default" if any party fails to perform or observe any term or condition of this Agreement that is required to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not remedied within ten days after such payment is due; and (ii) with respect to any other obligation, if such failure is not cured as of the date that is 30 days after the defaulting party receives notice specifying the nature of the failure; provided that, if the failure is of a nature that it cannot be remedied within 30 days, despite the exercise of reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (A) commences to remedy the failure within the 30-day period; and (B) diligently pursues such remedy to completion.

(b) General Remedies. During the continuance of an Event of Default, any non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due to it under this Agreement; (ii) protect the rights granted to it under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, the underlying circumstance that resulted in the Event of Default.

(c) No Remedy Exclusive. Except as provided to the contrary in Section 12, no right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy during the continuance of an Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Section or by the Laws.

(d) Costs. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses, together with interest at the rate of 8% per annum.

12. Delay-Catch-Up Plan.

(a) Catch-Up Plan. If, at any time after Developer has commenced construction of the Garage Project or the Wrap Building Project, Developer falls 90 or more days behind with respect to any construction benchmark date (or the expiration of the period within which

such benchmark is to be reached) set forth in the Construction Schedule for the Garage Project or the Wrap Building Project, then the Building Corporation, by delivery of written notice to Developer, may require Developer to submit, within 20 days, a Catch-Up Plan for the Building Corporation's reasonable approval. Following approval by Building Corporation of a Catch-Up Plan, Developer shall implement, and diligently pursue the application of, such Catch-Up Plan.

(b) Rejection. If Developer: (i) fails to timely submit a Catch-Up Plan, and, at the time, is not working cooperatively with the Building Corporation to complete a Catch-Up Plan; or (ii) the Building Corporation rejects a Catch-Up Plan submitted by Developer; then the Building Corporation may develop a commercially reasonable Catch-Up Plan and require Developer to implement, and diligently pursue the application of, such Catch-Up Plan.

(c) Catch-Up Default. If there is a Catch-Up Default, then such Catch-Up Default shall constitute an Event of Default, and the Building Corporation shall have the right to exercise the remedies available to it with respect to a continuing Event of Default under Section 11. For purposes of clarity, unless and until there is a Catch-Up Default, a construction delay of the nature contemplated in Subsection 12(a) shall not constitute an Event of Default.

(d) Re-Default. If: (i) Developer has complied with its obligations with respect to the implementation of, and the satisfaction of its obligations under, a Catch-Up Plan: and (ii) subsequent to the satisfaction of such obligations again falls 90 days or more behind with respect to any construction benchmark date (or 90 days behind the expiration of the period within which such benchmark is to be reached) set forth in the Construction Schedule for the Garage Project or the Wrap Building Project (as revised to reflect the dates and/or time periods set forth in the most recent Catch-Up Plan under which Developer has satisfied its obligations), then, upon the expiration of such 90-day period, the provisions of this Section again shall apply.

(e) Costs. Notwithstanding that a construction delay of the nature contemplated in Subsection 12(a) is not an Event of Default unless and until there is a Catch-Up Default, following the expiration of the 90-day period referenced in Subsection 12(a), the Building Corporation shall have the right to: (i) exercise the remedy of specific performance to enforce the obligations of Developer pursuant to this Section; and (ii) recover from Developer all actual, out-of-pocket, third-party costs and expenses incurred by the Building Corporation in connection with exercising its rights and remedies under, or otherwise enforcing, the terms and conditions of this Section, together with interest at the rate of 8% per annum.

(f) Sole Remedy. The rights and remedies of the Building Corporation set forth in this Section are the sole rights and remedies available to any party for construction delays.

13. Lender Protections. Remedies available to a non-defaulting party under this Agreement (including, in the case of the Building Corporation, the remedies specified in Section 12) shall be subject to reasonable lender protection provisions. Each party agrees that, to the extent that lender protection provisions required by the Wrap Building Project Lender (or any other lender requesting such protections with respect to a loan secured by a Project) are commercially reasonable and customary in commercial loans in the area, such party shall agree to such provisions as long as (i) such provisions do not harm the rights of the holders of the Bonds set forth in the Indenture or (ii) require the WRC, the City, or the Building Corporation to cure any default by the Developer or a Developer Affiliate under the Wrap Building Project Loan (or any loan secured by a Project) or perform, guarantee or pay for any obligations on behalf of the Developer or a Developer Affiliate under the Wrap Building Project Loan (or any loan secured by a Project).

14. Representations. Each of WRC, the Building Corporation, Developer, and the City represents and warrants to the others that: (a) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (b) it has the power, and has been authorized, to enter into this Agreement and to perform its obligations hereunder; and (c) this Agreement is its legal, valid, and binding obligation. Each undersigned person executing this Agreement on behalf of a party or the City represents and certifies that he or she has been empowered and authorized by all necessary action of the applicable entity to execute and deliver this Agreement. In addition to the foregoing: (a) each of WRC, the Building Corporation, and the City warrants to Developer that it is a public body organized and existing under the laws of the State of Indiana; and (b) Developer represents and warrants to WRC, the Building Corporation, and the City that it is a limited liability company organized and existing under the laws of the State of Indiana.

15. Mutual Indemnification.

(a) Mutual. Each party shall indemnify and hold harmless the others from and against any and all Claims arising from, or connected with: (i) the indemnifying party's negligence or willful misconduct (or the negligence or willful misconduct of any party acting by, under, through, or on behalf of it); and/or (ii) any default by by the indemnifying party under this Agreement.

(b) Individual.

(i) Developer shall indemnify and hold harmless the City, the Building Corporation and the WRC from and against any and all Claims arising from, or in connection with (i) construction of the Garage Project (ii) breaches by the Developer under contracts to which Developer is a party, to the extent that such contract related to the performance of any work on the Garage Property by the Developer or any party acting by, under, through, or on behalf of Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Garage Property by Developer, or any party acting by, under, through, or on behalf of Developer; (iv) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer relating to the performance of any work on the Garage Property; (v) Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Garage Property or any adjacent property owned by the City, the Building Corporation or WRC; (vi) breach by Developer of any term or condition of this Agreement.

(ii) The Building Corporation shall indemnify and hold harmless Developer from and against any and all Claims arising from, or in connection with, the acts or omissions of the Building Corporation or its agent in the course of any inspection of the Garage Project conducted by or on behalf of the Building Corporation; provided, however, such indemnification obligation shall in no event include any Claim arising out or related to the mere discovery by Building Corporation or its agent of a defect or other issue that results in a Claim.

(c) Exception/Survival. The indemnification obligations of the parties in this Section: (i) shall not apply to the extent that a Claim arises due to the negligence or willful misconduct of another party; and (ii) as applicable to a Project shall survive for a period of two years after the first to occur of the substantial completion date of such Project or the earlier termination of this Agreement, as applicable to such Project.

16. Assignment.

(a) General Rule. None of WRC, the Building Corporation, nor Developer shall assign this Agreement without the prior written consent of the other parties; provided that, without the written consent of the other party: (i) WRC or the Building Corporation may assign this Agreement to another City Agency that has full power, authority, and capability to accept such assignment and perform the obligations of WRC or the Building Corporation, respectively, hereunder; and (ii) Developer may assign this Agreement, either in its entirety or to the extent applicable to a particular Project, to a Developer Affiliate that has full power, authority, and capability to accept such assignment and perform the obligations of Developer hereunder. The foregoing shall not operate to prevent Developer to assign or collaterally assign its rights hereunder to the Wrap Building Project Lender (or any other lender making a loan secured by a Project).

(b) No Release. Notwithstanding any assignment permitted under this Section, an assigning party shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other parties of any assignment shall not release the assigning party from such performance; provided that, if WRC or the Building Corporation assigns this Agreement to another City Agency, that: (i) has full power, authority, and capability to accept an assignment of this Agreement and carry out the obligations of WRC or the Building Corporation, respectively, hereunder; and (ii) expressly assumes all such obligations in writing; then WRC or the Building Corporation, respectively, shall be released from liability under this Agreement for all obligations to be performed after the date of such assignment and assumption.

17. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to WRC at 2728 East 171st Street, Westfield, Indiana 46074, Attn: President, with a copy to Manny Herceg, Esq., Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204; to the Building Corporation at Taft, Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana 46220, Attn: Manny Herceg; and to Developer at 31 1st Street SW, Carmel, Indiana 46032, with a copy to Jerimi J. Ullom, Esq., Hall, Render, Killian, Heath & Lyman, P.C., 500 N. Meridian Street, Indianapolis, Indiana 46204. Any party may change its address for notice by written notice delivered to the other parties as provided above.

18. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other parties; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes of this Section, "Force Majeure" shall mean, with respect to a party: (a) an act or omission of another party (or of the City); or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) unusually inclement weather; (ii) the unusual unavailability of materials, equipment, services or labor; (iii) epidemics, pandemics, and other public health circumstances resulting in a governmental declaration of a public health emergency or its equivalent; and (iv) utility or energy shortages or acts or omissions of public utility providers).

22. Miscellaneous. Subject to Section 16, this Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective successors and assigns. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. This Agreement: (a) may be modified only by

a written agreement signed by the City, WRC, the Building Corporation, and Developer. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Developer waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, WRC and Developer have executed this Agreement as of the date set forth in the introductory paragraph hereof.

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD BUILDING CORPORATION

By: _____

Printed: _____

Title: _____

UNION SQUARE PLAZA LLC

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

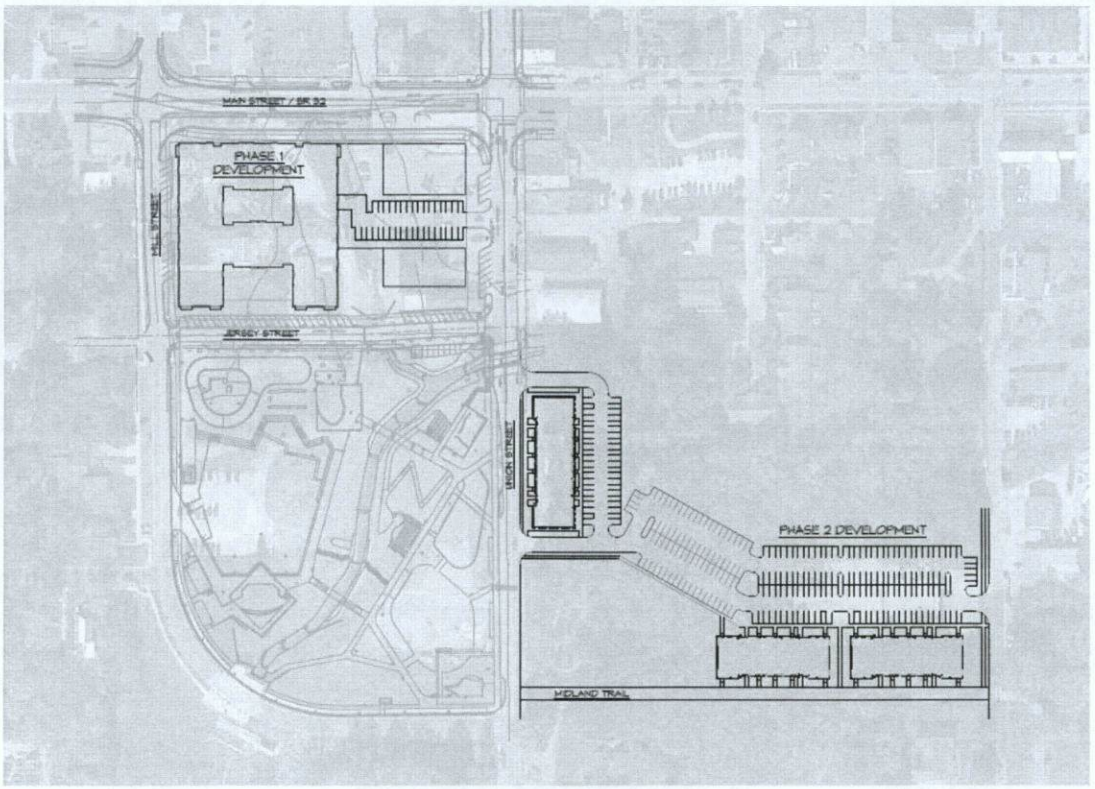
Title: _____

INDEX TO EXHIBITS

Exhibit A	Site Plan
Exhibit B	Estimated Project Schedule
Exhibit C	Garage/Wrap Building Declaration Provisions
Exhibit D	Insurance Requirements (Developer)
Exhibit E	Funding Agreement Provisions
Exhibit F	Tax Increment Projections

EXHIBIT A - Page
Site Plan Page 1

Delineation of Phase I and Phase II



SITE VICINITY PLAN

OLD TOWN

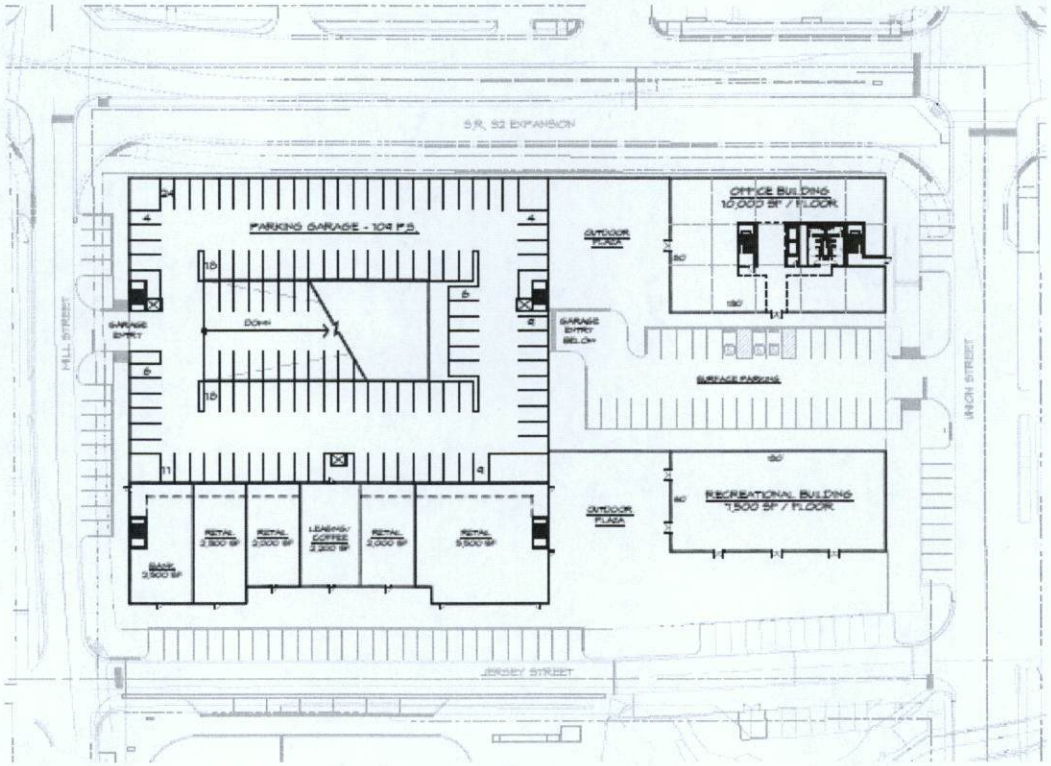
STUDIO M ARCHITECTURE & PLANNING

UNION SQUARE
WESTFIELD, INDIANA

4842-9012-1199v12

EXHIBIT A
Site Plan Page 2

Phase I



1ST FLOOR PLAN
SCALE: 1" = 50'

OLD TOWN

STUDIO M
ARCHITECTURE & PLANNING

10.12.2021

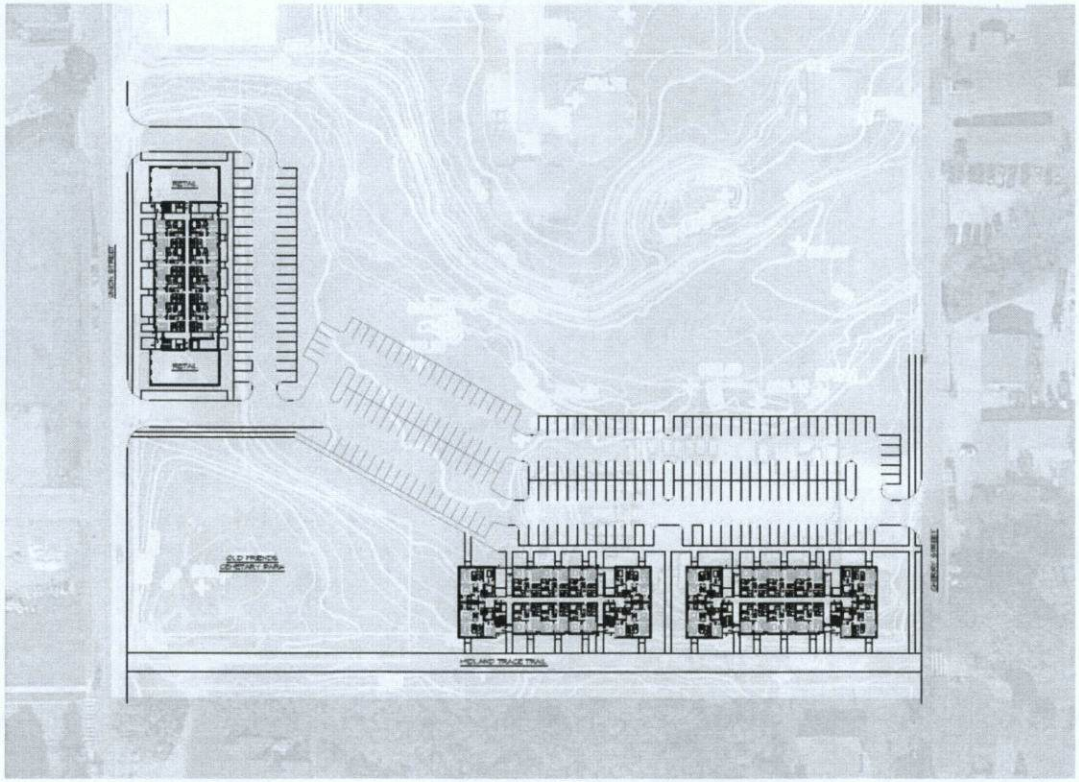
UNION SQUARE
WESTFIELD, INDIANA

A1

4842-9012-1199v12

EXHIBIT A
Site Plan Page 3

Phase II



N

1ST FLOOR PLAN
SCALE: 1" = 50'

OLD TOWN

STUDIO M
ARCHITECTURE & PLANNING

5.7.2020

UNION SQUARE
WESTFIELD, INDIANA

OPT 1

4842-9012-1199v12

EXHIBIT B
Estimated Project Schedule

Phase 1:

Construction Start Garage Project and Wrap Building Project – June 2022

Construction Finish Garage Project and Wrap Building Project – March – May 2024

Construction Start Rec Building Project– April 2023

Construction Finish Rec Building Project- May 2024

Construction Start Office Project– April 2023

Construction Finish Office Project– May 2024

Phase 2:

Construction Start Multifamily Buildings w/ Main Level Retail Projects – April 2024

Construction Finish Multifamily Buildings w/ Main Level Retail Projects – June 2025

***All required zoning approvals have been obtained. Construction plans are required to be submitted to Planning Director for review and placement on APC Agenda as Consent Agenda Approval items 30 days prior to construction start.**

EXHIBIT C
Garage/Wrap Building Declaration Provisions

The Garage/Wrap Building Declaration will include, at a minimum, the provisions set forth in this Exhibit, but this Exhibit is not intended to be a comprehensive listing of all of the provisions that will be in the Garage/Wrap Building Declaration. As determined by the parties prior to the Closing, certain terms and conditions set forth in this Exhibit may be revised as necessary or required and may also be addressed in the Garage Operating Agreement instead of (or in addition to) the Garage/Wrap Declaration.

All capitalized terms used but not defined in this Exhibit shall have the meanings ascribed to such terms in that certain Development Agreement (Union Square) executed by and among WRC, the Building Corporation, and Developer to which this Exhibit is attached (the "Agreement").

1. Definitions.

Garage Property Owner shall mean any person or entity owning fee simple title to any portion of the Garage Property; provided that, during the term of the Garage Property Lease, the Tenant (as the Possessory Interest Holder) shall be deemed to be the Garage Property Owner for purposes of the Garage/Wrap Building Declaration, notwithstanding that the Building Corporation (or, if applicable, another City Agency) owns fee simple title to the Garage Property.

Possessory Interest Holder shall mean the holder of the right to possess, operate, manage, and control the usage of the Garage Property. By virtue of the Garage Property Lease, the tenant thereunder (as opposed to the Building Corporation) is the Possessory Interest Holder during the term of the Garage Property Lease. On the date hereof, WRC is the tenant under the Garage Property Lease and, accordingly, the Possessory Interest Holder.

Property shall mean the Garage Property and/or the Wrap Building Property, as applicable.

Property Owner shall mean the Garage Property Owner and/or the Wrap Building Property Owner, as applicable.

Wrap Building Property Owner shall mean any person or entity owning fee simple title to any portion of the Wrap Building Property.

2. Easements Grant. The easements set forth in this Section shall be declared, created, made, and reserved; provided that such easements are not necessarily the only easements that will be granted in the Garage/Wrap Building Declaration.

(a) Construction. For the benefit of the Properties, temporary reciprocal easements for construction and/or installation of each of the Garage Project and the Wrap Building Project in accordance with the applicable Final Plans and the terms and conditions of the Agreement, including, without limitation, easements for constructing structural elements (including columns) and installing systems and equipment.

(b) Structural Support. For the benefit of the Properties, reciprocal easements of vertical and/or horizontal support. Such easements may include (but are not necessarily limited to), those set forth in this Section.

(i) If the Garage Site does not include the land on which the Garage will be constructed (and such land instead is part of the Wrap Building Site), then, for the benefit of the Garage Property, an easement for support

by such land, together with: (A) the right to retain the Garage in its location once construction of the Garage Project is complete; and (B) the right to replace all or any portion of the Garage on such land.

(ii) For the benefit of the Properties, easements for: (A) attachment of the Wrap Building to the Garage (or the Garage to the Wrap Building, as applicable) in accordance with the applicable Final Plans; (B) creation of pedestrian connections between the Garage and the Wrap Building in accordance with the applicable Final Plans; and (C) maintaining such attachments and pedestrian connections in place.

(iii) For the benefit of the Wrap Building Property, easements for: (A) vertical and horizontal support from the Garage; and (B) installing, maintaining in place, and using residential amenities on the roof of the Garage in accordance with the Final Plans for the Wrap Building Project;

(c) Vehicular Access. For the benefit of the Properties, reciprocal easements for vehicular access, ingress, and egress in, on, over, across, and through vehicular access points in the Garage (including entrances, exits, ramps, drives, and drive lanes) to and from Garage parking spaces and public streets adjacent to the Garage Site.

(d) Parking. For the benefit of the Wrap Building Property, easements for parking in parking spaces designated for the exclusive use of tenants or other occupants of the Wrap Building, the terms and conditions of which will be determined by the parties prior to the Closing; provided that, in all events the number of parking spaces reserved for the exclusive use of such tenants or other occupants be less than the number of parking spaces necessary or reasonably appropriate to satisfy: (i) zoning requirements applicable with respect to the Wrap Building Property; and (ii) the parking needs of then-current and reasonably anticipated tenants and other occupants, taking into account the number of parking spaces customarily available to serve similarly sized residential and commercial developments in the general area; provided that, in no event shall there be fewer than 30% of the total available parking spaces in the Garage designated for the exclusive use of tenants or occupants of the Wrap Building Property.

(e) Pedestrian Access. For the benefit of the Properties, reciprocal easements for pedestrian access, ingress, and egress in, on, over, across, and through common pedestrian facilities in the Garage and the Wrap Building to and from Garage parking spaces and public sidewalks and other pedestrian walkways adjacent to the Garage Property or the Wrap Building Property. The foregoing shall not be deemed to grant a right of access, ingress, and/or egress in, on, over, across, or through any areas or facilities within the Wrap Building properly designated by the Wrap Building Property Owner as restricted pedestrian areas.

(f) Equipment/Systems. For the benefit each Property, reciprocal easements in, on, over, across, under, and through the other Property as is necessary or reasonably appropriate or: (i) the construction and/or installation of equipment and mechanical and other systems and facilities (which may include, without limitation, control equipment, elevator facilities, stair tower facilities, fire suppression systems, utility facilities, and venting systems; (ii) maintaining the foregoing equipment, facilities, and systems in their locations; and (iii) use of such equipment, facilities, and systems for their intended purposes.

(g) Maintenance. for the benefit of the Property Owners (and, during the term of the Garage Property Lease, the Possessory Interest Holder), easements for performing

maintenance, repairs, and/or replacements permitted by, or required pursuant to, the Garage/Wrap Building Declaration.

(h) Encroachments. For the benefit of the Properties, reciprocal easements allowing any portion of the completed Garage or completed Wrap Building that encroaches onto the Wrap Building Property or the Garage Property, respectively (whether due to minor construction variations or due to minor settling), to remain in its location, so long as such encroachment does not affect the safety or structural integrity of the Property in or upon which such encroachment is located.

(i) Public Easements. For the benefit of the general public, easements for:

(i) pedestrian access, ingress, and egress in, on, over, across, and through common pedestrian facilities in the Garage and the Wrap Building to and from public parking spaces in the Garage and public sidewalks and other pedestrian walkways adjacent to the Garage Site and the Wrap Building Site. The foregoing shall not be deemed to grant a right of access, ingress, and/or egress in, on, over, across, or through any areas or facilities within the Wrap Building properly designated by the Wrap Building Project Owner as restricted pedestrian areas.

(ii) vehicular access in, on, over, across, and through vehicular access points in the Garage (including entrances, exits, ramps, drives, and drive lanes) to and from public parking spaces in the Garage and public streets adjacent to the Garage Site; and

(iii) parking vehicles in public parking spaces in the Garage on a first-come, first-served basis; provided that the rights provided by such easement shall be subject to rules, parking charges, and directional signage from time-to-time imposed and/or posted by the Garage Property Owner.

Notwithstanding that members of the general public are the stated beneficiaries of the foregoing public easements, no member of the general public shall have the right to enforce, and/or make claims under, the Garage/Wrap Building Declaration with respect thereto; accordingly, only the Garage Property Owner (which is the Possessory Interest Owner during the term of the Garage Property Lease) and the Wrap Building Property Owner shall have the right to enforce, and/or make claims under, the Garage/Wrap Building Declaration respect thereto.

3. Operating/Maintenance.

(a) Garage. The Garage Property Owner will be required to: (i) operate, maintain, and repair the Garage Property to a standard at least as high as the standards for the maintenance and repair of public parking garages in the City, including maintenance of all structural elements located in or on the Garage Property; (ii) maintain liability and casualty insurance with respect to the Garage Property; (iii) administer parking spaces; (iv) collect and account for revenues; and (v) restore and/or rebuild the Garage pursuant to plans and specifications reasonably approved by the Wrap Building Property Owner following a casualty event.

(b) Wrap Building. The Wrap Building Property Owner will be required to: (i) maintain and repair the Wrap Building Property, including structural elements located in or on the

Wrap Building Property; (ii) maintain liability and casualty insurance with respect to the Wrap Building Property; and (iii) restore and/or rebuild the Wrap Building Property pursuant to plans and specifications reasonably approved by the Garage Property Owner if there is casualty damage.

4. Resident Parking.

(a) Space Leases. The Garage/Wrap Building Declaration and/or the Garage Operating Agreement will: (a) include the right of the Wrap Building Property Owner to lease parking spaces for exclusive use by occupants of the Wrap Building 24 hours per day, seven days per week; provided that the Garage Property Owner may elect to require the Garage Property Owner to enter into such lease directly with such occupants; (b) contemplate a process therefor; provided that, at the election of the Wrap Building Property Owner, the Garage Property Owner will lease such parking spaces to the Wrap Building Property Owner for subsequent lease to individual residents.

(b) Revenues. Revenue resulting from the leasing of parking spaces to residential tenants of the Wrap Building shall be collected by the Garage Property Owner and deposited into an account dedicated and restricted expressly to the operation and maintenance of the Garage Property. It is anticipated that such revenues, in the aggregate, will be sufficient to pay all costs of operating and maintaining the Garage Property (including all such costs reasonably allocable to parking spaces reserved for the exclusive use of tenants and other occupants of the Wrap Building), with any remaining revenue from time-to-time being released to the Garage Property Owner.

5. Encroachments. Notwithstanding that legal descriptions of each of the Garage Site and the Wrap Building Site will be attached to the Garage/Wrap Building Declaration, each of WRC and Developer acknowledges and agrees that it is likely that, when constructed, the Garage Project and/or the Wrap Building Project may not be located entirely within the boundaries of the Garage Site or the Wrap Building Site, respectively. Accordingly, the Garage/Wrap Building Declaration may include provisions that address the exchanging of deeds, or the granting of more specific easements or licenses, after completion of each of the Garage Project and the Wrap Building Project.

6. Tax Appeal. The Wrap Building Property Owner will be required to covenant that it will not challenge or appeal the applicable tax rate, the assessed value of the Wrap Building Project, or the application of the applicable tax rate to the assessed value, to the extent that such challenge or appeal would result in the Tax Increment being less than 110% of the aggregated Projected Phase Tax Increment for Phase I and Phase II.

EXHIBIT D
Required Insurance

The attached sample Certificate of Liability Insurance sets forth the minimum coverages Developer is required to maintain during construction of the Garage Project and otherwise in accordance with this Agreement. Each policy shall name Building Corporation as an additional insured. No policy may be modified or canceled without written notice to Building Corporation at least 30 days in advance.

SAMPLE- OP ID: KP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DAR THE ROCCHIO AGENCY
4660 LISBORN DRIVE
CARMEL, IN 46033
David A. Rocchio

CONTACT NAME: NAME OF INSURANCE AGENT
PHONE (A/C, No, Ext): AGENT PHONE
FAX (A/C, No): AGENT FAX
E-MAIL ADDRESS: AGENT EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NAME OF INSURANCE COMPANY	
INSURER B : PROVIDING THE INSURANCE, MUST	
INSURER C : BE 'A-' RATED OR BETTER	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: CONTRACTOR-VENDOR NAME MUST MATCH NAME ON CONTRACT.
CONTRACTOR ADDRESS

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	Y	Y	POLICY NUMBER	01/01/2021	01/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	Y	Y	POLICY NUMBER	01/01/2021	01/01/2022	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	Y	Y	POLICY NUMBER	01/01/2021	01/01/2022	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	POLICY NUMBER	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALL PROJECTS

SEE ATTACHED NOTEPAD FOR INSURANCE REQUIREMENTS.

CERTIFICATE HOLDER

OLD TOWN CONSTRUCTION, LLC
1132 S. RANGELINE ROAD
CARMEL, IN 46032

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
David A. Rocchio

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EXHIBIT E

Funding Agreement Provisions

Provisions consistent with those set forth in this Exhibit shall be included in the Funding Agreement. These provisions may be modified as required or necessary to conform to the Trust Indenture. All capitalized terms used but not defined in this Exhibit shall have the meanings ascribed to such terms in that certain Development Agreement (Union Square) executed by and among the City, WRC, the Building Corporation, and Developer to which this Exhibit is attached (the "Agreement").

1. Information. In connection with each request for disbursement of Available Bond Proceeds, Developer shall provide the following to the City (or its designated employee or consultant):

(a) in the case of the first request for disbursement only, a certification by Developer that the Building Corporation has approved the Garage Construction Contract;

(b) copies of invoices, together with a certification by Developer that: (i) all such invoices are for the payment of Garage Project Costs; and (ii) the Garage Project Costs being paid pursuant to such invoices have not been paid previously with a disbursement of Available Bond Proceeds;

(c) a certification by Developer or the general contractor for the Garage Project that: (i) it has obtained lien waivers from subcontractors with contracts for work in an aggregate amount of at least $50,000.00 that otherwise would have the right to claim valid mechanics' or similar liens against all or a portion of the Garage Property for: (A) work or services performed; or (B) supplies, material, or equipment provided; with respect to the Garage Project through the date of the immediately previous request for disbursement; and (ii) upon receipt of the requested disbursement: (A) full payment will be made to the parties (and only to the parties) named in such invoices; and (B) after such payments, all invoices submitted as part of Disbursement Requests prior to and including the current Disbursement Request will have been paid in full;

(d) reasonably satisfactory evidence that: (i) no mechanics' liens have been filed against all or any portion of the Garage Property for: (A) work or services performed; or (B) supplies, material, or equipment provided; with respect to the Garage Project; and (ii) no other liens or encumbrances have been recorded against all or any portion of the Garage Property in connection with the construction of the Garage Project; since the date of the immediately previous Disbursement Request, other than: (A) the lien of real estate taxes not delinquent; and (B) grants of easements reasonably determined by WRC or the Building Corporation, as applicable, and Developer, to be necessary or appropriate in connection with the construction and/or use of the Garage Project (taking into account its integration with the Wrap Building); and

(e) an architect's certification: (i) stating that the portion of the Garage Project completed to date: (A) has been constructed in substantial accordance with the Final Plans therefor and the Laws; and (B) does not encroach upon any easements or rights-of-way, or across any building set-back lines or utility lines (except to the extent that such encroachment is permitted, and/or is reasonably expected to occur given the integrated nature of the Garage and the Wrap Building); and (ii) certifying: (A) the estimated values of work in place on the Garage Site; and (B) the percentage of completion of the Garage Project.

2. Disbursement.

(f) Disbursement Approval. Absent any good faith questions or concerns with respect to the information included as part of a Disbursement Request, the City, within five (5) business days after receipt of a complete Disbursement Request, shall submit to the Trustee a statement authorizing disbursement in accordance with the Disbursement Request; provided that, if the City identifies any good faith questions or concerns with respect to such Disbursement Request, then the City will not be obligated to authorize the disbursement until such time that its questions or concerns have been addressed to its reasonable satisfaction.

(g) Frequency/Retainage. Disbursements of Available Bond Proceeds shall not be made more frequently than monthly, and, notwithstanding anything to the contrary set forth herein, retainage of 10% shall be withheld from each disbursement of Available Bond Proceeds, which retainage shall be paid with the final disbursement of Available Bond Proceeds.

3. Bypass Authority. This Exhibit shall not be construed as prohibiting the City from authorizing a disbursement of Available Bond Proceeds without proceeding through the process set forth herein, so long: (a) as such authorization is not prohibited by the terms and conditions of the Trust Indenture; and (b) the City has been authorized by proper action to authorize such a disbursement.

EXHIBIT F
Phase I Tax Increment Projections/Phase II Tax Increment Projections

WESTFIELD REDEVELOPMENT COMMISSION

PROPOSED PROJECT COMPONENTS AND ESTIMATED TAX INCREMENT
(UNION SQUARE ALLOCATION AREA)

DESCRIPTION	Estimated Square Footage	Estimated Developer Cost	Assumed Assessed Value	Assessed Value Improvements	Less Assessed Value Existing Improvements	Estimated Net Assessed Value	Assumed Tax Rate	Estimated Tax Increment Revenue	Revenue by Year Pay 2025	Pay 2026	Pay 2027
PHASE I - UNION SQUARE:											
Retail	32,000	$ 8,100,000	$130/SF	$ 4,160,000	$ (768,600)	$ 3,391,400	$ 2.0000	$ 67,828			
Office	30,000	9,000,000	$130/SF	3,900,000	-	3,900,000	$ 2.0000	78,000			
Multi-Family (160-180 Units)	228,000	32,250,000	$115/SF	26,220,000	-	26,220,000	$ 2.0000	524,400			
		$49,350,000	PHASE I	$ 34,280,000		$33,511,400		$ 670,228	$ 502,671	$ 670,228	$ 670,228
PHASE II - MIDLAND NORTH:											
Retail	10,000	$ 1,800,000	$130/SF	$ 1,300,000	(180,700)	1,119,300	$ 2.0000	$ 22,386			
Multi-Family (100-120 Units)	120,000	18,000,000	$115/SF	13,800,000	-	13,800,000	$ 2.0000	276,000			
		$19,800,000	PHASE II	$ 15,100,000		$14,919,300		$ 298,386	-	223,790	298,386
								Totals	$ 502,671	$ 894,018	$ 968,614

Key Assumptions:
1) Construction for Phase I begins in 2022 and estimated to be 75% completed by the end of 2023. Project complete 8/1/2024 and fully assessed 1/1/2025. Full tax increment revenue received beginning 2026. Phase II expected to follow one year later.
2) Assessed Value of new construction based upon Developer respresentations of per square foot values.
3) Developer's hard & soft cost excluding the public garage totals $69,150,000. Their assumed assessed values represent approximately 71% of cost.
4) Total pay 2021 tax rate for commercial property in the City net of school referendum rates is $2.1990. Since the City and School Corp project continuing reducion in the net rate, we have conservatively applied a $2.00 rate which represents the cap for multi-family property for all commercial improvements.

ORDINANCE NUMBER 22-__

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

"Towns at Union"

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 22__-PUD-__**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No**. **22__-PUD-__** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (_-_ vote) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____ __, 2022; and

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

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

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**Towns at Union PUD District**" (the "District").

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development

Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

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

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

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

2.1 The Real Estate shall be developed in compliance with Article 10.9(F) Planned Unit Development Districts; PUD District Ordinance Requirements. The details and determination between dry or wet detention/retention areas shall be finalized at the time of Secondary Plat and Construction Plan review.

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

2.3 The Concept Plan includes Front-Load Townhomes" and "Rear-Load Townhomes" which dwellings are further regulated under the terms of this Ordinance.

Section 3. **Underlying Zoning District.** The Underlying Zoning District shall be SFA: Single-Family Attached District.

Section 4. **Permitted Uses.** The permitted uses shall be limited to Townhome Dwellings.

4.1 Maximum Dwellings: The total number of Dwelling Units permitted in the District shall not exceed eighty-four (84).

Section 5. **General Regulations.** The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below with the following table which replaces and supersedes the Section 4.9 (A-L) of the UDO:

Standard	
Minimum Lot Area	No Minimum
Minimum Lot Frontage	No Minimum
Maximum Density	See Section 4.1
Maximum Dwelling Units Per Building	6
Maximum Project Size	See Real Estate

Minimum Building Setback Lines from perimeter of Real Estate	
Setback from Union Street (stoop and porch may encroach)	10’
Setback form north perimeter of Real Estate	25’
Setback form east perimeter of Real Estate	80’
Setback from south perimeter of Real Estate	80’
Minimum Driveway Length	20’
Minimum Internal Building Setbacks	
Setback from internal street	Not Applicable
Side Yard & Rear Yard	Not Applicable
Minimum Distance Between Structures	20’
Maximum Lot Coverage	Not Applicable
Minimum Lot Width	20’
Maximum Building Height	3 Stories
Minimum Living Area (Total) Per Dwelling Unit	1,900sqft

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

6.1 Article 6.3 Architectural Standards: Article 6.3 shall not apply, rather, the following shall apply:

A. Character Exhibit: The Character Exhibit for Dwellings, attached hereto as **Exhibit C**, is hereby incorporated to capture the intended architecture of townhouses to be constructed. It is not the intent to limit the architecture shown in the Character Exhibit, but to establish a benchmark for quality, vision, and appearance of architecture within the development. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.

B. Building Materials: Permitted exterior building materials are as follows:

i. Masonry Material (brick or cultured stone), LP smart trim, composite trim, composite veneer panels, vinyl shutters, aluminum facia, aluminum soffits, aluminum downspouts/gutters. Vinyl siding shall be prohibited.

C. Roof Standards:

i. The primary/main roof overhang or eaves shall be a minimum of eleven inches (11”) on all facades of each Building, as measured

prior to the installation of any Masonry Materials. Dimensional shingles are required with metal roof accents permitted.

ii. Roof Pitch: The minimum primary/main and secondary roof pitches of all townhome buildings shall be no less than 6:12. Shed roof dormer accents shall be no less than 3:12.

D. Dwelling Design: The following standards shall apply to all Dwellings:

i. Perimeter Lots Fronting Union Street: Townhomes as shown on the Concept Plan facing Union Street and the internal sidewalk opposite the entrance off of Union Street, shall require the front door to face the street/sidewalk and the garage shall face an internal street.

ii. Garages: All Dwellings shall have a two (2) car garage.

iii. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade (façade including the entry door) unless specifically noted otherwise:

a) All units shall be offset a minimum two (2) feet, unit to unit

b) All buildings shall have a minimum of three (3) materials, colors, or patterns on the front façade, one of which shall be masonry.

c) A minimum of forty (40) percent of the front façade below the roof line, facing a street right of way, shall be masonry which shall allow varied percentages of masonry per dwelling provided forty (40) percent is provided across the building.

d) A minimum of four (4) windows.

e) A one by 4-inch nominal window trim board shall be provided unless the window is wrapped in masonry or shutters are provided.

f) Windows installed in a garage, garage door, a service door with a window, and transom windows in bathroom or storage areas shall count as one window for purposes of these requirements as long as the window(s) in the garage exceed an aggregate of four (4) square feet in size.

iv. Side Building Façade Requirements: At a minimum, the side elevation for each end unit on each Townhome building shall

utilize the following architectural elements (exclusive of common firewalls separating units contained in same building structure):

a) All side facades shall have a minimum of two (2) materials, colors, or patterns.

b) A side façade facing a public space (common areas or rights-of-way, including an alley, as shown on the Concept Plan) shall provide wainscot a minimum height of the lower of (i) 36" above grade, or (ii) the bottom of the first floor windows of the home.

c) A minimum of three (3) windows shall be required

d) A one by 4-inch nominal window trim board shall be provided unless the window is wrapped in masonry or shutters are provided.

e) Windows installed in a garage, garage door, a service door with a window, and transom windows in bathroom or storage areas shall count as one window for purposes of this requirement as long as the window(s) in the garage exceed an aggregate of four (4) square feet in size.

v. Rear Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Rear Façade (façade opposite the façade including the entry door):

a) All rear facades shall have a minimum of two (2) materials, colors, or patterns.

b) A minimum of four (4) windows shall be required.

c) A one by 4-inch nominal window trim board shall be provided unless the window is wrapped in masonry or shutters are provided.

d) Windows installed in a garage, garage door, a service door with a window, and transom windows in bathroom or storage areas shall count as one window for purposes of this requirement as long as the window(s) in the garage exceed an aggregate of four (4) square feet in size.

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

A. General Design Standards: Landscaping shall be as generally depicted on **Exhibit B.** If a provision of Article 6.8 Landscaping Standards is in conflict

with **Exhibit B**, then this Ordinance shall control. Relocation of plant materials shall be permitted as part of the Development Plan approval.

B. Tree Preservation: Article 6.8(E) Tree Preservation Standards in UDO shall not apply. Instead, trees shall generally be preserved as shown on the Concept Plan as "Existing Trees".

i. Trees to be preserved may be removed for required grading, utilities, and drainage needs.

ii. Trees to be preserved shall constitute as required buffer and plantings. No tree inventory and/or new plantings are required.

iii. Drainage and utility easements may overlap buffer yards.

C. Easements: Article 6.8(G)(4)(f) Easements, of the UDO shall be modify as follows:

i. Landscaping shall be permitted within utility or drainage easements, so long as 10 ft separation from any storm sewer or subsurface drain is maintained.

D. Ponds: Article 6.8(I)(2), of the UDO, Wetlands/aquatic vegetation planted around the wet perimeter shall not apply.

E. Street Trees: Article 6.8(J) Street Trees shall not apply. If Street Trees are provided, they are not required to be located within R-O-W or within a minimum 8' wide planting strip between curb and sidewalk.

F. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply; except as modified below as generally illustrated on **Exhibit D**.

i. At a minimum, the yard between the entry door of a dwelling and the street shall be sodded and the remainder of the Lot shall be seeded.

ii. A minimum of: one (1) Shade Tree and four (4) Shrubs shall be required per Townhome Dwelling. If the Shade Tree does not fit in the front yard, then it may be relocated on the lot.

iii. Each Townhome on a Corner Lot shall have a minimum of one (1) Shade Tree required between the side of the dwelling and the street.

G. Foundation Plantings: Article 6.8(L)(1-5): Foundation Plantings shall not

apply.

H. Open Space/Common Areas: Five (5) trees per acre shall be required and provided on the Real Estate.

I. External Street Frontages: Article 6.8(M)(1) External Street Frontage Landscaping Requirements shall not apply.

J. Buffer Yards: Article 6.8(N) Buffer Yard Requirements shall apply as required below:

i. North Buffer: Five (5) feet (excluding parking area)

ii. East Buffer: Fifteen (15) feet

iii. South Buffer: Twenty-five (25) feet

iv. West Buffer: Not Applicable

v. All buffers shall preserve existing trees, supplemental plantings not required. Trees to be preserved may be removed for required grading, utilities, and drainage needs.

vi. A tree inventory shall not be required.

K. Parking Area Landscaping: Article 6.8(O) Parking Area Landscaping: shall not apply, instead the following shall apply:

ii. Parking shall be provided as generally shown on the concept plan.

iii. Parking areas shall be screened with shrubs and/or grasses,

iv. Hammer heads shall not permit parking, and shall have safety bollards as shown on the Concept Plan.

L. Bike Parking: Article 6.14(H) Parking and Loading Standards – Bicycle Parking shall not apply.

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

7.1 The minimum street horizontal centerline radii shall be fifty (50) feet.

7.2 Vision Clearance: Thirty (30) feet maximum at Union Street and internal streets.

7.3 Driveway Setback from Intersection: Thirty (30) feet from intersecting right of way lines.

7.4 Internal public street section: Forty-one (41) feet total right-of-way, thirty-one (31) foot BC-BC.

7.5 Five (5) foot sidewalk abutting roll curb permitted as shown on Concept Plan.

7.6 Street right of way line to be five (5) feet behind back of curb, including Union Streets entrance.

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

8.1 Minimum Open Space: Open Space (green space area on lots, common areas and the area of ponds) shall be a minimum of thirty (30) percent and as generally shown on the Concept Plan. The Landscape qualifier for ponds shall not apply.

8.2 Article 8.6(H) Multi-family Districts: Shall not apply, rather site amenities shall include either a covered gathering structure, community fire pit or similar structure the character of which is generally illustrated on Exhibit E.

8.3 Article 8.7(C): shall not apply, instead the following shall apply: The minimum sidewalk width shall be five (5) feet, regardless of location or design. Sidewalks shall be provided as generally shown on the Concept Plan.

8.4 Article 8.9(D)(1): Passing Blister shall not apply.

8.5 Article 8.9(D)(4): Decel taper rate shall be based on 25 MPH. Accel taper lane shall be 100' in length.

8.6 Article 8.9(G)(3) Improvement Standards, Cul-de-sac Design – shall be modified as follows:

i. Terminus Design: Shall be allowed in form of Hammerhead Turnaround per concept plan

ii. Dead-end Streets: To be allowed up to 250' with Hammerhead Turnaround as shown on Concept Plan (223' per plan)

8.7 Article 8.9(G)(6) Improvement Standards, Access Points – shall be modified to provide one (1) primary access point to Union Street and (1) emergency access drive to Union Street.

8.8 Article 8.9(G)(7) Improvement Standards, Curved Streets – shall be modified as follows: Street centerline horizontal radius: shall be a min of 50'

Section 9. **Maintenance Standards:** The following shall be included in the Covenants, Conditions and Restrictions of the Owner's Association for the Real Estate.

9.1. All lots shall be subject to a required landscape maintenance program including seasonal mulching, hard edging, fertilization, mowing and trimming, weeding of landscape beds, pruning and fall clean up.

9.2 All lots shall be subject to a required snow removal program for driveways and sidewalks.

9.3 The above provisions shall be included in the initial Covenants, Conditions and Restrictions of the Owner's Association and all future administration and enforcement of the provisions shall be solely and exclusively the responsibility of the Owner's Association.

Section 10. **Duration.** Failure to obtain Secondary Plat / Construction Plan approval for the District by January 1, 2028 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification of the Real Estate to revert to the AG-SF 1 District.

Section 11. **Severability.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

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

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

_____
Cindy J. Gossard, Clerk-Treasurer

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

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

_____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 22-__

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-__

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

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

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

SCHEDULE OF EXHIBITS

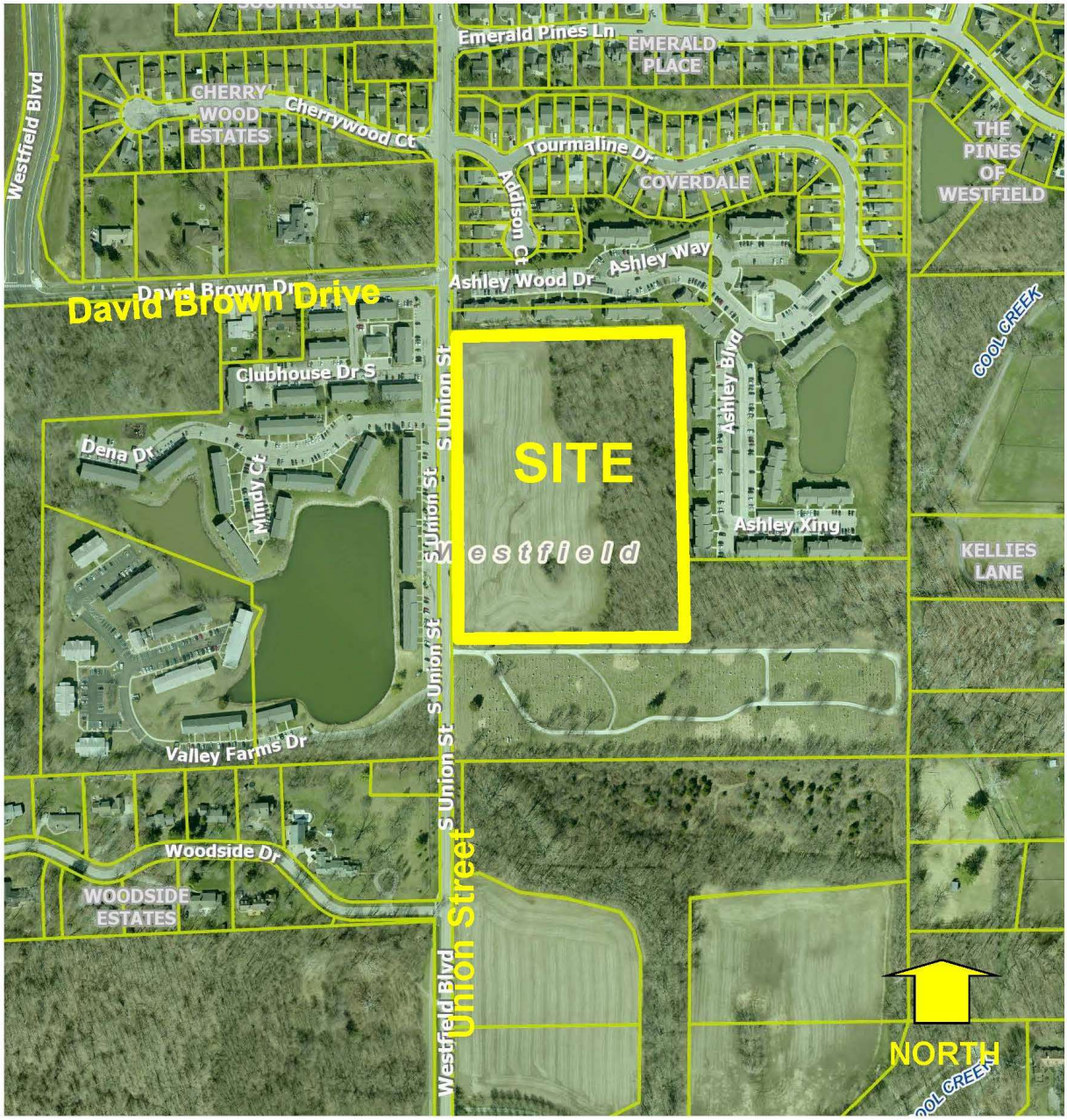
Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Dwelling Character Exhibits
Exhibit D	Buffer Yard Exhibit
Exhibit E	Amenity Character Exhibits

EXHIBIT A
REAL ESTATE
(Page 1 of 2)

Part of the Southwest Quarter of Section 6, Township 18 North, Range 4 East of the Second Principal Meridian, in the City of Westfield, Washington Township, Hamilton County, Indiana, based on a survey prepared by Michael G. Judt, Professional Surveyor Number 21500017, HWC Engineering, Project Number 2019-243-A, more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter, marked by a Harrison Monument found per Hamilton County Surveyor reference ties; thence North 00 degrees 15 minutes 36 seconds West (grid bearing, Indiana State Plane, East Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said Southwest Quarter a distance of 324.72 feet to the POINT OF BEGINNING, marked by a mag nail with washer stamped "HWC ENGINEERING FIRM #0114"; thence continuing North 00 degrees 15 minutes 36 seconds West along said west line a distance of 847.06 feet to a southwest corner of a tract of land described in Instrument Number 200000054546 in the Office of the Recorder of Hamilton County, Indiana, the following two (2) courses being along a south and west line of said tract; (1) thence North 89 degrees 29 minutes 37 seconds East a distance of 660.00 feet; (2) thence South 00 degrees 15 minutes 36 seconds East a distance of 659.86 feet to a southwest corner of said tract; thence continuing South 00 degrees 15 minutes 36 seconds East along the southerly extension of the previous line a distance of 190.45 feet to a 5/8-inch rebar with cap stamped "HWC ENGINEERING FIRM #0114"; thence South 89 degrees 46 minutes 31 seconds West a distance of 659.99 feet to the POINT OF BEGINNING, containing 12.859 acres, more or less.
.

<u>EXHIBIT A</u>
REAL ESTATE
(Page 2 of 2)



<u>EXHIBIT B</u>
CONCEPT PLAN
(Page 1 of 1)

Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 2108-PUD-23.

<u>EXHIBIT C</u>
DWELLING CHARACTER EXHIBITS
(Page 1 of 3)

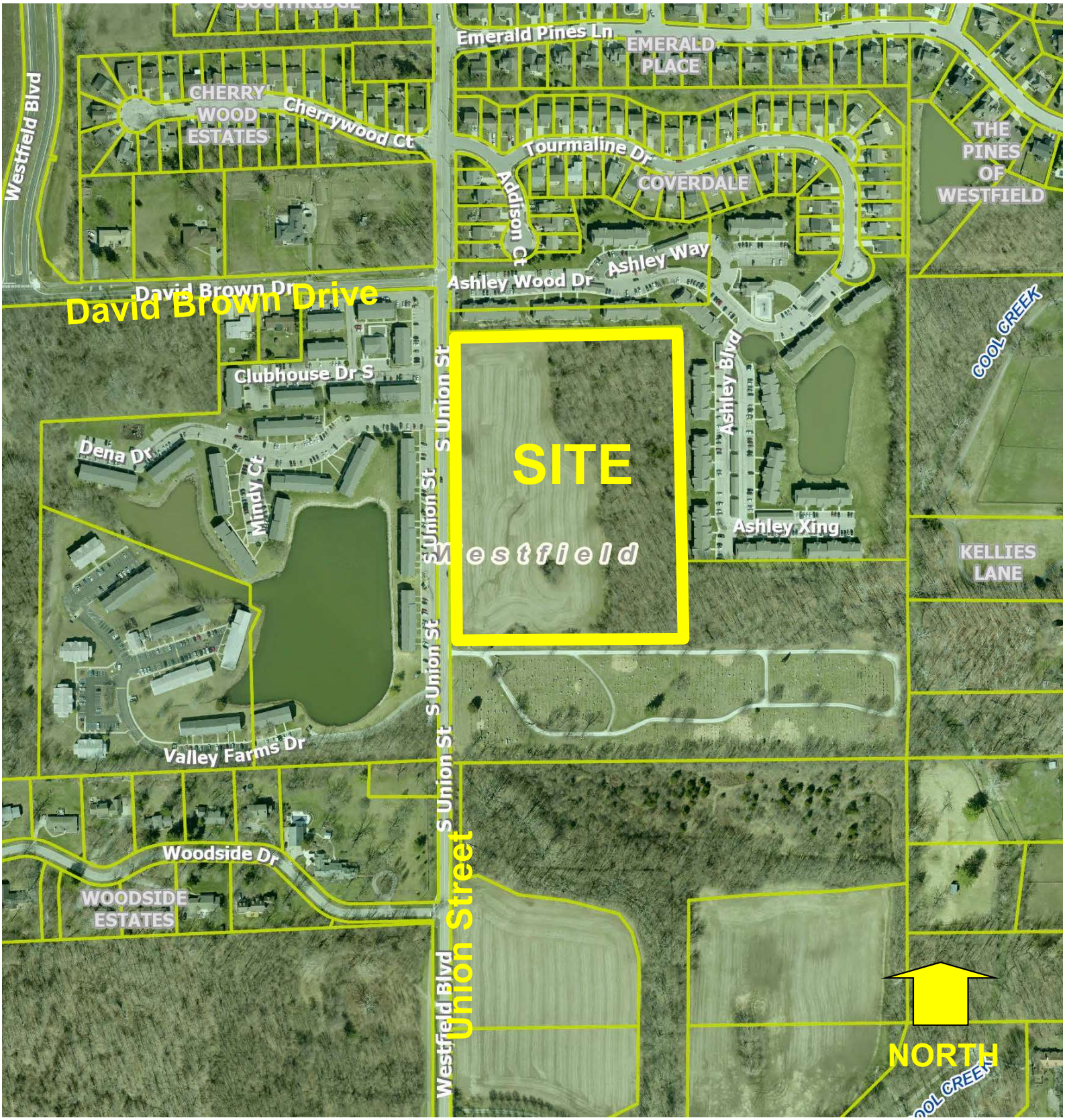
<u>EXHIBIT C</u>
DWELLING CHARACTER EXHIBITS
(Page 2 of 3)

<u>EXHIBIT C</u>
DWELLING CHARACTER EXHIBITS
(Page 3 of 3)

EXHIBIT D
BUFFER YARD EXHIBIT
(Page 1 of 1)

5' BUFFER YARD
15' BUFFER YARD
20' BUFFER YARD

<u>EXHIBIT E</u>
AMENITY CHARACTER EXHIBITS
(Page 1 of 1)



Site Location Exhibit

TOWNS AT UNION
WESTFIELD, INDIANA

GRAPHIC SCALE

0' 80' 160' 240'

(IN FEET)

HWC ENGINEERING

TOWNS AT UNION

WESTFIELD, INDIANA
JANUARY 13, 2022

Plot Date: Jan 14, 2022 Plot Time: 9:43am File Name: W:\Pulte Homes\2019-243-A Pulte- Westfield Summit Lawn\Design\Renderings\Towns at Union - Layout G MColor Exhibit.dwg, Layout: MColor Exhibit - OVERALL By: dchesterfield

TOWNS AT UNION
WESTFIELD, INDIANA

NOT TO SCALE

HWC ENGINEERING

TOWNS AT UNION
COLOR EXHIBIT
WESTFIELD, INDIANA
JANUARY 13, 2022

Plot Date: Jan 14, 2022 Plot Time: 9:43am File Name: W:\Pulte Homes\2019-243-A Pulte- Westfield Summit Lawn\Design\Renderings\Towns at Union - Layout G MColor Exhibit.dwg, Layout: MColor Exhibit By: dchesterfield

ORDINANCE NUMBER ~~19-51~~22-XX

Chatham Hills PUD District Amendment VIII

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

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

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

WHEREAS, the Council enacted Ordinance 13-24, Chatham Hills Planned Unit Development Ordinance on January 23, 2014 amended by (i) Ordinance 15-28, enacted by the City Council on October 12, 2015, and (ii) Ordinance 16-46, enacted by the City Council on December 12, 2016, and (iii) Ordinance 17-24, enacted by the City Council on September 11, 2017, and (iv) Ordinance 18-51, enacted by the City Council on February 11, 2019, ~~and~~ and (v) Ordinance 19-11, enacted by the City Council on June 10, 2019, and (vi) Ordinance 19-51, enacted by the City Council on November 11, 2019 (collectively, the "Chatham Hills Planned Unit Development);

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. ~~1909-PUD-34~~_____**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No**. **~~1909-PUD-34~~_____** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a
favorable recommendation (7-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on_____, 2022~~19~~;

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

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Unified Development

Ordinance and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to incorporate the Real Estate into the Chatham Hills Planned Unit Development District (the "District").

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the Chatham Hills Planned Unit Development, Ordinance 13-24, and (iii) provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Chatham Hills Planned Unit Development.

1.3 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.

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

Section 2. District Area Assignment

2.1 The Real Estate is hereby assigned to District I: Residential District of Ordinance 13-24 (the "Assigned Area"). The standards of the Chatham Hills Planned Unit Development applicable to the Assigned Area shall apply to the development of the Real Estate.

Section 3. Annexation

3.1 The Real Estate shall be annexed into the corporate limits of the City of Westfield and shall be exempt from the platting and development process.

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

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

2.1 Façade, External: A Building Façade visible from and oriented toward a Primary Street or a Secondary Street.

2.2 Street, Primary: An External Street as identified on the Thoroughfare Plan as an Expressway or Arterial. For purposes of this Ordinance, a Primary Street shall include US Highway 31 and Chad Hittle Boulevard, as generally identified and labeled on the Concept Plan.

2.3 Street, Secondary: An Internal Street other than a Tertiary Street that functions as a primary vehicular way from a Primary Street into the District. For purposes of this Ordinance, Secondary Streets shall generally include 196th Street, 203rd Street, Tomlinson Road, Chatham Hills Boulevard and those Streets identified and labeled as Secondary Streets on the Concept Plan.

2.4 Neighborhood, Existing: Shall include the following single family residential neighborhoods: Bokeelia.

Section 3. **Concept Plan.** The "Concept Plan", attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The Real Estate within the District is hereby divided into four (4) subdistricts, as depicted on the Concept Plan (individually or collectively, "Subdistrict"). Development of each Subdistrict shall be regulated as set forth in this Ordinance. The size and configuration of any Subdistrict shall be permitted to increase or decrease but shall be as generally depicted on the Concept Plan.

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District of each Subdistrict shall be as follows (the "Underlying Zoning District"):

4.1 District III (the "Single Family Subdistrict): SF-4: Single Family District

4.2 District IV (the "Village Center Subdistrict"): GB: General Business District

4.3 District V (the "Campus Office Subdistrict"): GO: General Office District

4.4 District VI (the "Southern Subdistrict"): GB: General Business District

Section 5. **Permitted Uses.** The following uses shall be permitted within each Subdistrict, as set forth below:

5.1 Single Family Subdistrict:

A. All uses permitted in District I of the Chatham Hills PUD

B. All uses permitted in the SFA: Single Family Attached District.

~~Dwelling, Townhouse. No townhomes shall be located along Tomlinson Road.~~

~~5.2 Village Center Subdistrict:~~

~~A. All uses permitted in the GB: General Business District.~~

~~B. All uses permitted in the SFA: Single-Family Attached District.~~

~~C. Dwelling, Townhouse.~~

~~D. Assisted Living Facility.~~

~~E. Nursing Home.~~

~~F. Hospice.~~

~~G. Bed and Breakfast (B&B).~~

~~H. Amusement Parks.~~

~~I. Park, Private or Public.~~

~~5.3 Campus Office Subdistrict:~~

~~A. All uses permitted in the GO: General Office District.~~

~~B. All uses permitted in the GB: General Business District.~~

~~C. Engineering, Research and Testing Laboratories.~~

~~D. Assisted Living Facility.~~

~~E. Nursing Home.~~

~~F. Hospice.~~

~~G. School, Professional Trade or Business.~~

~~H. Dwelling, Multi-Family.~~

~~5.4 Southern Subdistrict:~~

~~A. All uses permitted in the GB: General Business District.~~

~~B. All uses permitted in the SF-4: Single-Family High-Density District.~~

~~C. All uses permitted in the SFA: Single-Family Attached District.~~

~~D. Dwelling, Multi-Family. This shall only be allowable north of the Bokeelia subdivision.~~

~~E. Assisted Living Facility.~~

~~F. Nursing Home.~~

~~G. Hospice.~~

~~H. Educational Institution, With Dormitory Accommodations.~~

~~I. School, Professional Trade or Business.~~

~~5.5 Prohibited Uses: The following use(s) shall be explicitly prohibited within all~~

~~Districts:~~

~~A. Special Exception Uses, except as otherwise permitted herein.~~

~~B. Adult Entertainment Establishment.~~

~~C. Helipad~~

~~**Section 6. Overlay Districts.**~~

~~6.1 US Highway 31 Overlay District: Article 5.2 US Highway 31 Overlay District shall not apply to the development of the Real Estate.~~

~~6.2 State Highway 32 Overlay District: Article 5.3(K) State Highway 32 Overlay District; Architectural Design Requirements (the "32 Overlay") shall only apply as set forth herein. References of the 32 Overlay standards to the State Highway 32 right-of-way line shall only apply to the Chad Hittle right-of-way line.~~

~~**Section 7. General Regulations.** The standards of Chapter 4 Zoning Districts, as applicable to each Subdistrict's Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.~~

~~7.1 Minimum Lot Area: All Districts: No minimum~~

~~7.2 Minimum Lot Frontage: All Districts: No minimum; however, all Lots shall have vehicular access to a Street or Alley (e.g., via a shared ingress/egress easement).~~

~~7.3 Minimum Lot Width:~~

~~A. Single Family Subdistrict: 50 feet for Detached, 24 feet for Attached~~

~~B. Village Center Subdistrict: No minimum~~

~~C. Campus Office Subdistrict: No minimum~~

~~D. Southern Subdistrict: No minimum~~

~~7.4 Maximum Lot Coverage: No maximum~~

~~7.5 Minimum Front Yard Building Setback Lines:~~

~~A. US Highway 31: 30 feet~~

~~B. Tomlinson Road: 30 feet~~

~~C. Chad Hittle Boulevard:~~

~~i. Single Family Subdistrict: 10 feet~~

~~ii. Village Center Subdistrict: No minimum~~

~~iii. Campus Office Subdistrict: 10 feet~~

~~iv. Southern Subdistrict: No minimum~~

~~D. 196th Street: 20 feet~~

~~203rd Street: 20 feet~~

~~F. All Other Streets (e.g., internal): 10 feet~~

~~7.6 District Perimeter Setback Not Abutting Street:~~

~~A. Single Family Subdistrict: 20 feet~~

~~B. Village Center Subdistrict: 20 feet~~

~~C. Campus Office Subdistrict: 20 feet or match preservation area widths, whichever is greater~~

~~D. Southern Subdistrict: 50 feet along east property line of Bokeelia Bend Neighborhood, otherwise 20 feet~~

~~7.7 Minimum Internal Side Yard Setback Lines:~~

~~A. Single Family Subdistrict: 5 feet~~

~~B. Village Center Subdistrict: 5 feet; 20 feet abutting a residential district~~

~~C. All Other Subdistricts: 20 feet~~

~~7.8 Maximum Building Height: The Maximum Building Height of each Subdistrict's Underlying Zoning District shall apply, except as set forth below:~~

~~A. Single Family Subdistrict: 45 feet (Three Stories) for Attached, otherwise no maximum~~

~~B. Village Center Subdistrict: No maximum~~

~~C. Campus Office Subdistrict: For Dwelling, Multi-Family: 70 feet or Four Stories, whichever is less. For all other uses: No maximum~~

~~D. Southern Subdistrict:~~

~~i. Any buildings, or portions of a building, along the East property line adjacent to Bokeelia Bend neighborhood shall be limited to two (2) stories within the first one hundred (100) feet from the property line as shown in **Exhibit E**;~~

~~ii. No building along the East property line adjacent to Bokeelia Bend neighborhood shall be greater than Sixty (60) feet in height as shown in **Exhibit E**;~~

~~iii. For all other locations: No maximum.~~

~~7.9 Maximum Number of Dwelling Units:~~

~~A. Single Family Subdistrict:~~

~~i. The Maximum Dwelling Units permitted in this Subdistrict in addition to District I, as identified in Section 9.5 or Ordinance 13-24 and as modified by Section 3.3 of Ordinance 19-11, shall be increased by ninety-five (95) Dwelling Units.~~

~~B. Village Center Subdistrict:~~

~~The maximum number of Single Family Attached Dwellings within this Subdistrict shall not exceed three hundred (300).~~

~~C. Campus Office Subdistrict:~~

~~i. The maximum number of Multi-family Dwellings within this Subdistrict shall not exceed two hundred and fifty (250).~~

~~D. Southern Subdistrict:~~

~~i. The maximum number of Multi-family Dwellings within this Subdistrict shall not exceed two hundred and fifty (250).~~

~~7.10 Variations: The Plan Commission may approve a fifteen percent (15%) reduction in any minimum development standard or fifteen percent (15%) increase in any maximum development standard specified in this Section, excluding maximum density standards.~~

~~**Section 8. Development Standards.** The standards of the Chatham Hills Planned Unit Development as defined in Ordinance 13-24 and subsequent associated amendments shall apply to the Real Estate, except as otherwise modified below.~~

~~8.1 Article 6.1 Accessory Buildings: Shall apply; however, Article 6.1(H)(2) Screening of Receptacles and Loading Areas shall apply to only prohibit enclosures located within an Established Front Yard abutting a Primary Street.~~

~~8.2 Article 6.3 Architectural Standards: The following standards shall apply to the development of the Real Estate, as set forth below for each Subdistrict.~~

~~A. Character Imagery Exhibit: The "Character Imagery", attached hereto as **Exhibit C**, is hereby incorporated. Although the Character Imagery Exhibit does not represent the final design, it does hereby establish a benchmark for the quality and appearance of Buildings within each Subdistrict, and it provides examples of specific design elements and development patterns that comply with this Ordinance and contribute to the intent and vision for the Real Estate.~~

~~B. Single Family Subdistrict: The Real Estate within this Subdistrict shall be in accordance with the standards of District I within Ordinance 13-24, the Chatham Hills Planned Unit Development unless otherwise modified within this Ordinance.~~

~~i. All homes facing Chatham Hills Boulevard in this Subdistrict, north of the Village Subdistrict, shall incorporate at least one of the following design elements, any of which shall face Chatham Hills Boulevard:~~

~~a. Front Porch~~

~~b. Perennial Flower Boxes~~

~~c. Porch Swing~~

~~d. Hanging Flowers~~

~~Village Center Subdistrict: The 32 Overlay shall not apply to the Village Center Subdistrict. Rather, the following standards shall apply within this subdistrict:~~

~~i. Primary entrances shall include either porticos or recessed entrances along with lighting and landscaping. Weather protection shall not be required at entrances. Doors and entryways shall follow a traditional storefront design (recessed or raised) and shall be compatible with the architectural style of the Building.~~

~~ii. Drive-throughs for uses such as financial institutions, coffee shops, or pharmacies shall be permitted only if the drive-through is: (i) not otherwise visible from a Primary Street unless screened; and, (ii) designed to minimize any negative impact on vehicular and pedestrian circulation. Screening shall include either:~~

~~a. Grade changes. Grade changes may serve as screening of drive-through functions when the site is located below grade and not visible from the adjacent street.~~

~~b. Landscaping. A landscape area adjacent to the street right of way in the front and/or street side yard or in the form of an island adjacent to the drive-through shall be installed. The landscape area shall be planted with enough evergreen shrubs and/or native grasses to form a low continuous visual screen at least 3 feet in height after the first growing season.~~

~~c. Walls. A solid masonry wall 3 feet in height, with evergreen shrubs and/or native grasses planted on the street side of the wall to form a low continuous visual screen at least 3 feet in height after the first growing season. Masonry walls shall have openings as necessary to provide pedestrian access to the site.~~

~~d. Berms. A series of berms planted with offset rows of evergreen shrubs and/or native grasses to form a low continuous visual screen at least 3 feet in height after the first growing season.~~

~~iii. A minimum of sixty (60) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials, Fiber Cement Siding or the combination of both.~~

~~iv. No maximum area of Masonry Materials or Fiber Cement Siding shall govern for each Building Façade (exclusive of windows and doors).~~

~~v. Playgrounds, amphitheaters, and other parklike amenities and support structures shall be permitted and shall utilize building materials that complement the surrounding development.~~

~~For single family uses, The Real Estate within this Subdistrict shall be in accordance with the standards of District I within Ordinance 13-24, the Chatham Hills Planned Unit Development unless otherwise modified within this Ordinance.~~

~~D. Campus Office Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply, except as modified below:~~

~~i. Each Building Façade shall utilize more than one (1) building material.~~

~~ii. A minimum of sixty (60) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials, Fiber Cement Siding or the combination of both.~~

~~iii. If Architectural Insulated Panels are used as an exterior building material, then the following shall apply:~~

~~a. A minimum of thirty-three (33) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials, Fiber Cement Siding or the combination of both.~~

~~b. No more than sixty-seven (67) percent of each Building Façade (exclusive of windows and doors) may be Architectural Insulated Panels.~~

~~c. No more than twenty-five (25) percent of each Building Façade (exclusive of windows and doors) may be covered with Cladding, E.I.F.S., stucco, or vinyl exterior building materials.~~

~~E. Southern Subdistrict: The 32 Overlay and Article 6.3 Architectural Standards shall apply, except as modified below:~~

~~i. Each Building Façade shall utilize more than one (1) building material.~~

~~ii. A minimum of thirty-three (33) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials, Fiber Cement Siding or the combination of both.~~

~~iii. If Architectural Insulated Panels are used as an exterior building material, then the following shall apply:~~

~~a. A minimum of thirty-three (33) percent of each Building Façade (exclusive of windows and doors) shall be Masonry Materials, Fiber Cement Siding or the combination of both.~~

~~b. No more than sixty-seven (67) percent of each Building Façade (exclusive of windows and doors) may be Architectural Insulated Panels.~~

~~c. No more than twenty-five (25) percent of each Building Façade (exclusive of windows and doors) may be covered with Polymeric~~

~~Cladding, E.I.F.S., stucco, or vinyl exterior building materials.~~

~~8.3 Article 6.5 Fence Standards: Shall apply, except as modified below.~~

~~A. Chain-link and other non-decorative fencing shall be permitted for Childcare / Daycare Centers, or other businesses requiring a similar secured activity area. All other walls and fencing shall be architecturally compatible with the associated building(s).~~

~~B. Wrought iron, wooden, stone or brick fences, no taller than thirty (30) inches, shall be permitted in an Established Front Yard to further define the streetscape.~~

~~8.4 Article 6.8 Landscaping Standards: Shall apply, except as modified below.~~

~~A. Single Family Subdistrict: The Real Estate within this Subdistrict shall be in accordance with the standards of District I within Ordinance 13-24, the Chatham Hills Planned Unit Development unless otherwise modified within this Ordinance.~~

~~i. For all Single Family Detached Dwellings in this Subdistrict, a minimum of three (3) street trees shall be required. Typical spacing shall be 10' from lot line and 20' spacing between trees.~~

~~B. All Other Districts:~~

~~i. Detention and Retention Areas (Article 6.8(I)): Plantings within the required perimeter easement shall be allowable granted areas for intermittent access to each facility for purposes of maintenance are accommodated.~~

~~ii. Minimum Lot Landscaping Requirements (Article 6.8(K)): Shall not apply in the Village Center Subdistrict.~~

~~iii. Foundation Plantings (Article 6.8(L)): Building foundation plantings shall only be required along a Front Building Façade.~~

~~iv. External Street Frontage Landscaping Requirements (Article 6.8(M)): Shall not apply if the Front Building Façade of the Lot's Principal Building is oriented towards the External Street. Shall not apply in the Village Center Subdistrict.~~

~~v. Parking Area Landscaping (Article 6.8(O)). Shall apply, except as otherwise modified below.~~

~~a. Village Center Subdistrict. Interior Parking Area Landscaping (Article 6.8(O)(1)) requirements shall not apply to Parking Areas within the Village Center; rather, an emphasis on Perimeter Parking Area Landscaping (Article 6.8(O)(2)) to screen Parking Areas from Primary Streets and Secondary Streets shall be required.~~

~~vi. Perimeter Drainage and Utility Easements. Landscaping within drainage and utility easements required by the City's Department~~

of Public Works around the perimeter of Lots (the "Restrictive Easements") is restricted. As a result, if plantings required by this Ordinance are not permitted by the City within the Restrictive Easements, then the required plantings shall be relocated and installed elsewhere on the subject Lot.

C. Village Center. The following landscaping criteria shall also apply within the Village Center.

i. Specific number of plantings, types of plantings and location of plantings shall not apply.

ii. Plantings should be grouped in larger masses that relate to the pedestrian scale of the site and Building, with a clustered focus along Building foundations and pedestrian entrances.

iii. Street trees are encouraged within the Right-of-way along Chad Hittle Boulevard and all streets that abut the Village Center to enhance the pedestrian scale and provide separation between the vehicle and pedestrian, subject to approval by the Department of Public Works. Street trees may be planted in sidewalks / paths with tree grates (minimum size of four (4) feet by (4) four feet) or other treatment, or between sidewalks / paths and streets where planting strips of sufficient width exists, subject to easements and approval by the Department of Public Works.

D. Preservation Areas. Existing areas of trees to be preserved and maintained in accordance with Article 6.8(E) Preservation and Replacement of Trees are identified on the Concept Plan ("Tree Preservation Area") and more particularly described in the attached **Exhibit D,** the "Preservation Areas". A tree preservation easement, in accordance with Article 8.3 Easement Standards; Tree Preservation Easement, shall be required for a Tree Preservation Area at the time of platting ("Tree Preservation Easement"). A Tree Preservation Area may overlap another regulatory easement (e.g., drainage, utility, floodplain), in which case, the removal of trees directed to be removed by municipal, county, state or federal agencies or departments or a public utility may occur within a Tree Preservation Easement.

E. Buffer Yard Requirements (Article 6.8(N)): Shall apply, except as otherwise modified below.

i. Buffer yards shall not be required between Subdistricts and shall not be required adjacent to Development Amenities, except as otherwise required herein.

ii. A minimum twenty (20) foot wide buffer yard shall be required between residential use(s) and any adjoining General Business (GB) District use. The buffer yard shall be landscaped in accordance with the Unified Development Ordinance. No

~~mounding shall be required.~~

~~iii. A minimum twenty (20) foot wide buffer yard shall be required between residential properties of the District and any adjacent property zoned the Agricultural/Single Family (AG-SF1) District. The buffer yard shall be landscaped in accordance with the Zoning Ordinance. No mounding shall be required.~~

~~iv. A Masonry wall or a combination of masonry and wood or iron fencing (which is entirely opaque and consistent with the design theme of other fencing or entrances in the District) may be substituted and replace any required buffer yard between uses or External Streets if said wall is: (i) a minimum height of six (6) feet; (ii) located within a minimum ten (10) foot wide easement, and (iii) supplemented with landscaping consistent with the Zoning Ordinance's requirement for the softening of walls and fences.~~

~~8.5 Lighting Standards: Shall apply, except as follows.~~

~~A. Decorative Fixtures and Uniformity: Light fixtures shall be decorative throughout the District. All decorative light poles and fixtures shall be architecturally integrated with the Building style, material, and color, and shall be of a design and quality compatible with an established development theme throughout the District. All light fixtures and poles shall be consistent in style, color, size, height and design throughout the District.~~

~~B. Full Cut-off Fixtures: All light fixtures, with the exception of low-intensity architectural lighting and sign lighting shall be Fully Shielded and direct light downward toward the earth's surface.~~

~~C. Maximum Light Levels: Article 6.9(F)(2) regarding maximum light meter reading standards shall apply. In addition, light meter readings from wall or pole-mounted light fixtures shall not exceed one-tenth (0.1) foot candles at the District's shared property lines with an Existing Neighborhood.~~

~~D. Parking Area Lighting: Article 6.9(F)(6) regarding dimming of Parking Area lighting shall apply. In addition, lighting for Parking Areas on Lots abutting an Existing Neighborhood shall be reduced (e.g., turned off or dimmed) by a minimum of thirty-five percent (35%) no later than 11:00 p.m.~~

~~E. Article 6.9(D) Prohibitions: Shall apply. In addition, neon lighting shall be prohibited within the District.~~

~~8.6 Article 6.12 Outdoor Storage and Display: Shall apply, except as follows.~~

~~A. Outside Sales Display: Shall be permitted only in the Village Center Subdistrict.~~

~~8.7 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise~~

~~provided below.~~

~~A. Village Center. On-street parking is contemplated within the Village Center Subdistrict; however, any on-street parking shall be subject to final engineering and approval by the Department of Public Works.~~

~~i. Golf cart parking is permitted, and each space constructed shall count toward the Require Spaces noted in Article 6.14(G)(11) up to a maximum of 50% of the Required Spaces.~~

~~ii. On-street parking, subject to approval by the Department of Public Works, shall count toward the Required Spaces noted in Article 6.14(G)(11).~~

~~8.8 Article 6.17 Sign Standards: Shall apply, except as otherwise modified below.~~

~~A. Article 6.17(J)(8) Outlot Signage shall not apply; rather, each Building Façade shall be permitted two (2) square feet of sign area for each one (1) lineal foot of Building Façade. Sign area allocation may be divided between Wall, Awning, Projecting, and Under Canopy or related areas.~~

~~B. Article 6.17(K)(5)(c)(ii) Temporary Signage; Real Estate Signs; Nonresidential Real Estate Signs; Maximum Sign Height: Twelve (12) feet.~~

~~8.9 Article 6.18 Temporary Use and Event Standards: Shall apply to all subdistricts. Additionally, the following modifications shall apply to the Village Center Subdistrict only:~~

~~A. Permits:~~

~~i. An annual Temporary Use and Event Permit, issued by the City of Westfield Community Development Department, shall be required for recurring events which do not utilize tents or other temporary structures.~~

~~ii. A separate Temporary Use and Event Permit, issued by the City of Westfield Community Development Department, shall be required for every event utilizing tents or other temporary structures.~~

~~iii. A Temporary Use and Event Permit, as issued by the City of Westfield Community Development Department, shall not be required for a one-time event that does not utilize a tent or other temporary structure.~~

~~iv. The standards of this section do not exempt the owner from any permits or inspections required by other departments.~~

~~B. Section 34-51: Environment; Nuisances; Noise; Prohibitions, of the Code of Ordinance, of Westfield, Indiana shall be replaced with the following:~~

~~The decibel level shall not exceed ninety (90) decibels when measured from a point six (6) feet outside the property line.~~

~~Outdoor music shall not be permitted after 10:00pm.~~

~~**Section 9.** **Design Standards.** The standards of Chapter 8 Design Standards, as applicable to each Subdistrict's Underlying Zoning District, shall apply to the development of the Real Estate unless otherwise modified by this Ordinance.~~

~~9.1 The dedication of public right-of-way for Chad Hittle at the intersection of 203rd shall be done through the secondary platting process. The construction of this connection shall not occur with the development of the Real Estate.~~

~~**Section 10.** **Vacation of Rights of Way.** Public Rights-of-Way located within the Real Estate that may be the subject of a secondary plat approval shall be vacated pending review and approval by the Department of Public Works in accordance with all local and state laws.~~

~~**Section 11.** **Annexation.** The Real Estate, or parts thereof that may be the subject of a secondary plat approval, shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a secondary plat for that part of the Real Estate.~~

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____ 2022~~19~~.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
~~Jim Ake~~Mike Johns ~~Ake~~	Mike Johns~~Jim Ake~~	Mike Johns~~Jim~~
_____	_____	_____
James J. Edwards	James J. Edwards	James J. Edwards
_____	_____	_____
~~Steven Hoover~~Scott Willis Scott Willis~~Steven Hoover~~	Scott Willis~~Steven Hoover~~	
_____	_____	_____
~~Robert L. Horkay~~Jake Gilbert Jake Gilbert~~Robert L. Horkay~~	Jake Gilbert ~~Robert L. Horkay~~	
_____	_____	_____
~~Mark F. Keen~~Scott Frei ~~F. Keen~~	Scott Frei~~Mark F. Keen~~	Scott Frei~~Mark~~
_____	_____	_____
~~Charles Lehman~~Troy Patton Troy Patton~~Charles Lehman~~	Troy Patton ~~Charles Lehman~~	
_____	_____	_____
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric

ATTEST:

_____
Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE** 22-XX~~19-51~~ was delivered to the Mayor of Westfield

on the _____ day of _____, 2022~~19~~, at _____ ____ m.

_____

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** 22-XX~~19-51~~

this _____ day of _____, 2022~~19~~.

_____

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE** 22-XX~~19-51~~

this _____ day of _____, 2022~~19~~.

_____

J. Andrew Cook, Mayor

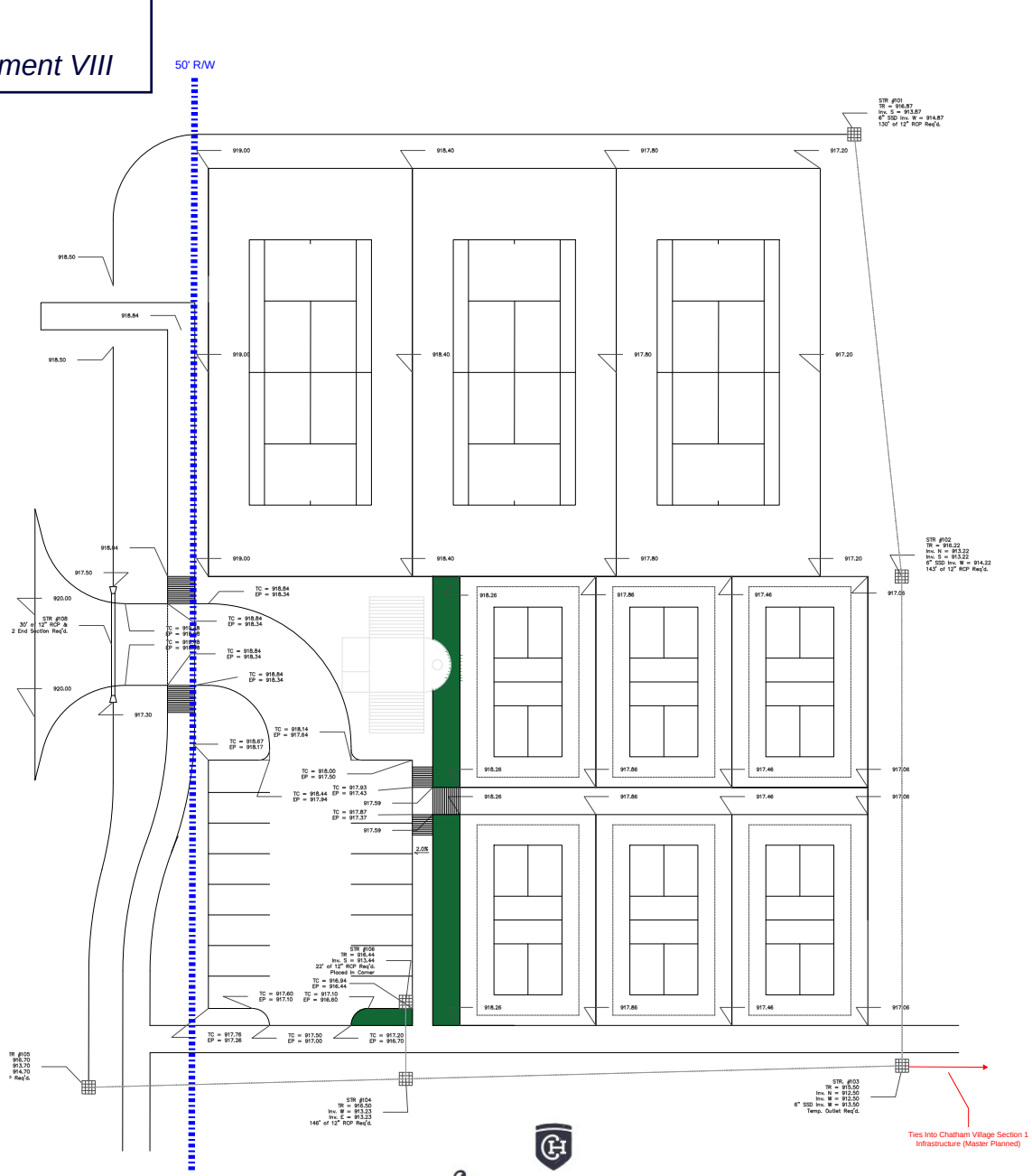
This document prepared by: Phil A. Sundling, P.E.
Henke Development Group, LLC
1100 Chatham Hills Boulevard
Westfield, IN 46074

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

EXHIBIT B

Concept Plan

Chatham Hills PUD Amendment VIII



Chatham Hills

WESTFIELD

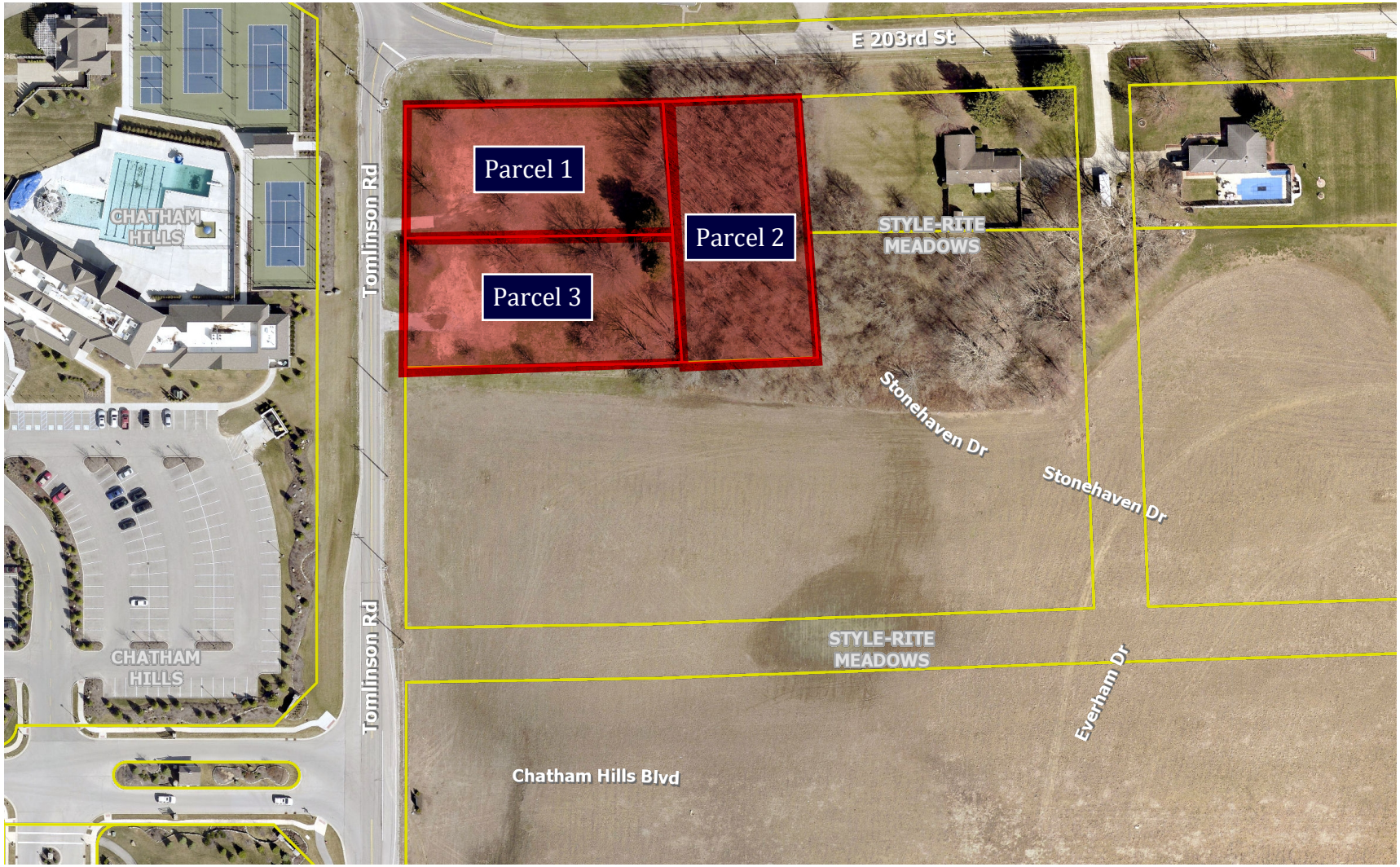
EXHIBIT A

Real Estate

Chatham Hills PUD Amendment VIII

N

NTS



Chatham Hills

WESTFIELD

EXHIBIT A

Real Estate

Chatham Hills PUD Amendment VIII

N

NTS

Parcel 1

Lot 31 in Style-Rite Meadows, a subdivision in Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 7, pages 23-25, in the Office of the Recorder of Hamilton County, Indiana.

Parcel 2

Lot Numbered 30 in Style-Rite Meadows, an Addition in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 7, pages 23-25, in the Office of the Recorder of Hamilton County, Indiana.

Parcel 3

Lot Number 29 in Style-Rite Meadows, an Addition in Hamilton County, Indiana, as per plat thereof recorded in Plat Book 7, pages 23-25, in the Office of the Recorder of Hamilton County, Indiana.

Chatham Hills

WESTFIELD

Exhibit A

Enter Address or Parcel No...
Jersey St
Park St
Poplar St
Maple St
Parkway Cir
ABEL DOANS
W: 272.9'
3.2ac
1,575.0'
H: 534.6'
W: 393.7'
1.0ac
1,002.1'
H: 107.3'
W: 275.0'
1.1ac
897.9'
H: 174.0'
0
100
200ft
Measure

Amendment to the GRAND MILLINNIUM CENTER PUD Ordinance number 16-51 Narrative

The request is to add parcel 09-09-01-02-07-002.00 (515 Park Street) approximate 1 plus or minus acres of land to be included in the existing GMC PUD. This will allow the new Library to move its contracted parcel up to Park Street and be part of a new parcel that will be platted.

DLM, GJ LLC and 31 32 Investors LLC have agreed to a land swap (see exhibit A) attached that will once completed then be sold to the Westfield Library.

This parcel will be added to the Commercial District as per the existing PUD (see Attached) and will comply with all of the existing standards, requirements, or other as stated in the approved PUD Ordinance 16-51.

CITY OF WESTFIELD

ORDINANCE NO: 22-09

AN ORDINANCE CREATING A LOCAL HISTORIC PRESERVATION COMMISSION

Adapted from: I.C. 36-7-11. Historic Preservation Generally

WHEREAS, the City Council of the City of Westfield, Indiana, declares that the protection, maintenance, restoration, rehabilitation, reconstruction, or development of historic districts is in the public interest; and,

WHEREAS, it is the intent of this ordinance to provide a means to promote the cultural, economic, and general welfare of the public through the preservation and protection of structures and areas of historic and cultural interest within the City of Westfield; and,

WHEREAS, it is the intent of this ordinance to implement a comprehensive program of historic preservation by the appointment of a Historic Preservation Commission and by the establishment of a historic preservation district or districts in accordance with the provisions set forth below, now therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTFIELD, INDIANA:

Section 1. Purpose

a. Purpose of historic preservation and protection:

(1) To promote the educational, cultural and general welfare of the citizens of Westfield and to ensure the harmonious and orderly growth and development of the municipality:

(2) To maintain established residential neighborhoods in danger of having their distinctiveness destroyed;

(3) To enhance property values and attract new residents;

(4) To ensure the viability of the traditional Downtown area and to enhance tourism within the City of Westfield;

(5) It is deemed essential by the City of Westfield that qualities relating to its history and harmonious outward appearance of its structures be preserved.

b. These purposes are advanced through the restoration and preservation of historic areas and buildings, the construction of compatible new buildings where appropriate, and the maintenance and ensurance of compatibility in regards to style, form, proportion, texture, and material between historic buildings and those of contemporary design.

c. It is the intention of the City of Westfield through this ordinance to preserve and protect historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, squares and neighborhoods of the historic districts created in accordance with this ordinance.

Section 2. Definitions.

The following terms shall have the following meaning unless a contrary meaning is required by the context or is specifically prescribed. Words in the present tense include the future tense. The singular number includes the plural, and the plural, the singular. The word "shall" is always mandatory. The word "person" includes a firm, a partnership, a limited liability company, or a corporation, as well as an individual. Terms not defined in this Section shall have the meanings customarily assigned to them.

a. **Alteration**: a material or color change in the external architectural features of any building, structure, or site within a historic district.

b. **City**: the City of Westfield, Indiana.

c. **Classifications**:

(1) Outstanding: the "O" classification means that the property has sufficient historic or architectural significance such that it is listed, or is eligible for individual listing, in the National Register of Historic Places (the "National Register"). Outstanding resources can be of local, state, or national importance.
(2) Notable: the "N" classification means that the property does not merit the outstanding rating, but it is still above average in its importance. A notable structure may be eligible for the National Register.
(3) Contributing: the "C" classification means that the property is at least 40 years old, but does not meet the criteria for an "O" or "N" classification. Contributing properties are important to the density or continuity of the area's historic fabric. Contributing properties can be listed in the National Register only as part of a historic district.
(4) Non-Contributing: property classified as "NC" is not included in a historic sites and structures inventory unless it is located within the boundaries of a historic district. Such properties may be less than 50 years old, or they may be older properties that have been altered in such a way that they have lost their historic character, or they may be otherwise incompatible with their historic surroundings. These properties are not eligible for listing in the National Register.

d. **Commission**: the historic preservation commission established by this ordinance.

e. **Demolition**: the complete or substantial removal of any building or structure located in a historic district.

f. **Historic District**: a single building, structure, site, monument, streetscape, or square, or a concentration of buildings, structures, sites, monuments, streetscapes, squares or neighborhoods, the boundaries of which are described or delineated on a map approved in an ordinance adopted by the City Council..

g. **Interested Party**: means one of the following:

(1) the Mayor.
(2) the City Council.
(3) the city plan commission or other agency having land use planning jurisdiction over a historic district designated by ordinance.
(4) a neighborhood association, whether incorporated or unincorporated, a majority of whose members are residents of a historic district designated by an ordinance adopted by the City Council.
(5) an owner or occupant owning or occupying property located in a historic district established by an ordinance adopted by the City Council.
(6) Historic Landmarks Foundation of Indiana, Inc., or any of its successors.
(7) the state historic preservation officer designated under I.C. 14-21-1-19.

h. **Preservation Guidelines**: locally developed criteria which identify design concerns to assist property owners in maintaining the character of the historic district or buildings during the process of rehabilitation or new construction.

i. **Primary Area**: the principal area of historic and/or architectural significance within a historic district as delineated on the map establishing the boundaries of the historic district.

j. **Routine Maintenance**: work for which no Certificate of Appropriateness is required.

k. **Secondary Area**: an area in a historic district as delineated on the map establishing the boundaries of the historic district that is adjacent to a primary area and which has a visual relationship to the primary area and could affect the preservation of the primary area. The purpose of designating a secondary area is to assure its compatibility and harmony with an adjacent, primary area.

l. **Streetscape**: appearance from a public way, the distinguishing characteristics of which are created by the width of the street and sidewalks, their paving materials and color, the design of the street furniture (e. g., street lights, trash receptacles, benches, etc.) use of plant materials such as trees and shrubs, and the setback, mass, and proportion of those buildings which enclose the street.

m. **Visual Compatibility**: those elements of design that meet the guidelines set out in Section 8 of this ordinance.

Section 2. Historic Preservation Commission Establishment and Organization

a. **Establishment**. There is hereby established the Historic Preservation Commission of the City of Westfield, Indiana (hereinafter referred to as the "Commission").

b. **Composition; Appointment**. The Commission shall consist of five voting members. The voting members shall be appointed by the Mayor, subject to the approval of the City Council, and shall be residents of the City who are interested in the preservation and development of

historic areas. The members of the Commission should include professionals in the disciplines of architectural history, planning, and other disciplines related to historic preservation, to the extent that those professionals are available in the community. Up to four nonvoting, advisory member(s) may be appointed to the Commission by the Mayor with approval by the City Council. Commission members shall serve without compensation, except for reasonable expenses incurred in the performance of their duties.

c. **Term**. Voting members shall each serve for a term of three (3) years; however, the terms of original voting members shall be for one (1) year, two (2) years, and three (3) years in order for the terms to be staggered. The term for nonvoting, advisory members shall be for three (3) years. A vacancy shall be filled within ninety (90) days for the duration of the term.

d. **Commission Administrator**. A City administrator designated by the Mayor shall serve as the ex-officio administrator of the Commission. The administrator shall provide staff assistance to the Commission, act as the Commission's secretary, and issue Certificates of Appropriateness as directed by the Commission.

e. **Officers**. The Commission shall elect from its membership a Chairperson, a Vice-Chairperson, and a Treasurer, who shall serve for one (1) year and who may be reelected. The Commission Administrator shall serve as the Commission's secretary.

f. **Rules**. The Commission shall adopt rules consistent with this ordinance for the transaction of its business. The rules must include the time and place of regular meetings and a procedure for the calling of special meetings.

g. **Meetings**. All Commission meetings must be open to the public and a public record must be kept of the Commission's resolutions, proceedings, and actions. The Commission shall hold regular meetings, at least monthly, except when it has no business pending. Special meetings may be called in a manner determined by the Commission and its rules.

Section 3. Powers and Duties of the Commission

a. The Commission shall be concerned with those elements of development, redevelopment, rehabilitation, and preservation that affect visual quality in a historic district. The Commission may not consider details of design, interior arrangements, or building features, if those details, arrangements, or features are not subject to public view, and may not make any requirement except for the purpose of preventing development, alteration, or demolition in a historic district obviously incongruous with the historic district.

b. The Commission shall conduct a survey to identify historic buildings, structures, and sites located within the City. Based on its survey, the Commission shall submit to the City Council a map describing the boundaries of a historic district or historic districts. A district may be limited to the boundaries of a property containing a single building, structure, or site. The map may divide a district into primary and secondary areas.

c. The Commission shall also classify and designate on the map all buildings, structures, and sites within each historic district described on the map. Buildings, structures, and sites shall be

classified as historic or nonhistoric in the manner set forth in subsections 3(d) and 3(e) of this ordinance below.

d. Buildings, structures, and sites classified as historic must possess identified historic or architectural merit of a degree warranting their preservation. They may be further classified as Outstanding, Notable, or Contributing (as defined in Section 2 of this ordinance). In lieu of these further classifications, the Commission may devise its own system of further classification for historic buildings, structures, and sites.

e. Nonhistoric buildings and structures are those not classified on the map as historic under subsection 3(b) of this ordinance.

f. The Commission may conduct additional surveys, and draw and submit additional maps for approval of the City Council, as the Commission considers appropriate.

g. The Commission may adopt preservation guidelines for architectural review. If adopted, preservation guidelines shall be published and made readily accessible to the general public.

h. The Commission has the authority to receive funds in order to promote its stated purposes.

i. The Commission shall promote public interest in historic preservation by initiating and carrying on a public relations and community education program.

j. The Commission has the authority to:

(1) acquire by purchase, gift, grant, bequest, devise, or lease any real or personal property, including easements, that is appropriate for carrying out the purposes of the Commission;
(2) hold title to real and personal property; and,
(3) sell, lease, rent, or otherwise dispose of real and personal property at a public or private sale on the terms and conditions that the Commission considers best.;
(4) establish procedures that the Commission must follow in acquiring and disposing of property.

k. Each official of the City who has responsibility for building inspection, building permits, planning, or zoning shall provide any technical, administrative, or clerical assistance requested by the Commission. The attorney for the City is the attorney for the Commission. However, the Commission may employ other legal counsel authorized to practice law in Indiana if it considers it necessary or desirable.

Section 4. Historic Districts and Guidelines

a. **City Council Approval of Maps of Historic Districts.** Before a historic district is established and the building classifications take effect, the map described in subsection 3(b) of this ordinance, setting forth the historic district boundaries and building classifications, must be submitted by the Commission to, and approved in an ordinance by, the City Council.

b. In an ordinance approving the establishment of a historic district, the City Council may provide that the establishment shall occur in two (2) phases. During the first phase, which continues for a period of three (3) years from the date the ordinance is adopted, a certificate of appropriateness is required only for the following activities: the demolition of any building; the moving of any building; and any new construction of a principal building or accessory building or structure subject to view from a public way. At the end of the first phase, the district becomes fully established, and, subject to subsection 4(c) of this ordinance, a Certificate of Appropriateness must be issued by the Commission before a permit may be issued for or work may begin on an activity described in subsection 6(a) of this ordinance.

c. The first phase described in subsection 4(b) of this ordinance continues and the second phase does not become effective if a majority of the property owners in the district object to the Commission, in writing, to the requirement that Certificates of Appropriateness be issued for the following activities:

(1) a conspicuous change in the exterior appearance of historic buildings by additions, reconstruction, alteration, or maintenance involving exterior color change;
(2) a change in walls and fences or construction of walls and fences along public ways;
(3) a conspicuous change in the exterior appearance of nonhistoric buildings subject to view from a public way by additions, reconstruction, alteration, or maintenance involving exterior color change.

The objections must be received by the Commission not earlier than one hundred eighty (180) days or later than sixty (60) days before the third anniversary of the adoption of the ordinance.

d. In an ordinance approving the establishment of a historic district, the City Council may exclude changes in paint colors from the activities requiring the issuance of a Certificate of Appropriateness under Section 6 of this ordinance before a permit may be issued or work begun.

e. The map establishing boundaries of a historic district may be recorded in the Office of the Hamilton County Recorder.

Section 5. Interim Protection

a. When submitting a map to the City Council to create a historic district under this ordinance, the Commission may declare one (1) or more buildings or structures that are classified and designated as historic on the map to be under interim protection.

b. Not more than two (2) working days after declaring a building or structure to be under interim protection under this Section, the Commission shall, by personal delivery or first class mail, provide the owner or occupant of the building or structure with a written notice of the declaration. The written notice must:

(1) Cite the authority of the Commission to put the building or structure under interim protection under this Section;
(2) Explain the effect of putting the building or structure under interim protection; and
(3) Indicate that the interim protection is temporary.

c. A building or structure put under interim protection under subsection 5(a) of this ordinance remains under interim protection until the map is:

(1) Submitted to; and
(2) Approved in an ordinance or rejected by the City Council.

d. While a building or structure is under interim protection:

(1) The building or structure may not be demolished or moved; and
(2) The exterior appearance of the building or structure may not be conspicuously changed by:

(a) Addition;
(b) Reconstruction; or
(c) Alteration.

Section 6. Certificates of Appropriateness

a. **Certificates of Appropriateness Required**. A Certificate of Appropriateness must be issued by or on behalf of the Commission before a permit is issued for or work is begun on any of the following:

(1) Within all areas of a historic district:

(a) The demolition of any building;
(b) The moving of any building;
(c) A conspicuous change in the exterior appearance of historic buildings by additions, reconstruction, alteration, or maintenance involving exterior color change; or
(d) Any new construction of a principal building or accessory building or structure subject to view from a public way.

(2) Within a primary area of a historic district:

(a) A change in walls and fences or the construction of walls and fences along public ways; or
(b) A conspicuous change in the exterior appearance of nonhistoric buildings subject to view from a public way by additions, reconstruction, alteration or maintenance involving exterior color change.

(3) Within the first phase of a two-phase establishment of a historic district:

(a) The moving of any building;
(b) The demolition of any building; or
(c) Any new construction of a principal building or accessory building or structure subject to view from a public way.

b. **Application for Certificates of Appropriateness**. Application for a Certificate of Appropriateness shall be made in the office of the Commission on forms provided by that office. Detailed drawings, plans, or specifications are not required. However, to the extent reasonably required for the Commission to make a decision, each application must be accompanied by sketches, drawings, photographs, descriptions, or other information showing the proposed exterior alterations, additions, changes, or new construction.

c. **Approval or Denial of Certificates of Appropriateness**. The Commission may advise and make recommendations to the applicant before acting on an application for a certificate of appropriateness. If an application for a Certificate of Appropriateness is approved by the Commission, or is not acted on by the Commission, within thirty (30) days after it is filed, a Certificate of Appropriateness shall be issued. If the certificate is issued, the application shall be processed in the same manner as applications for building or demolition permits required by the City, if any, are processed. If no building or demolition permits are required by the City, the applicant may proceed with the work authorized by the certificate. If the Commission denies an application for a Certificate of Appropriateness within 30 days after it is filed, the certificate may not be issued. The Commission must state its reasons for the denial in writing, and must advise the applicant. An application that has been denied may not be processed as an application for a building or demolition permit and does not authorize any work by the applicant. The Commission may grant an extension of the thirty (30) day limit if the applicant agrees to it.

d. **Criteria for Considering Effect of Actions on Historic Buildings**. The Commission, in considering the appropriateness of any reconstruction, alteration, maintenance, or moving of a historic building or any part of or appurtenance to such building, including walls, fences, light fixtures, steps, paving, and signs shall require that such work be done in a manner that will preserve the historical and architectural character of the building, structure, or appurtenance. In considering historic and architectural character, the Commission shall consider, among other things, the following:

(1) Purposes of this ordinance;
(2) Historical and architectural value and significance of the building, structure, site or appurtenance;
(3) Compatibility and significance of additions, alterations, details, materials, or other non-original elements which may be of a different style and construction date than the original;
(4) The texture, material, color, style, and detailing of the building, structure, site or appurtenance;
(5) The continued preservation and protection of original or otherwise significant structure, material, and ornamentation;
(6) The relationship of buildings, structures, appurtenances, or architectural features similar to one within the same historic district, including for primary areas, visual compatibility as defined in subsection 8(b) of this ordinance; and,
(7) The position of the building or structure in relation to the street, public right-of-way and to other buildings and structures.

e. **Procedure for Demolition upon Denial of a Certificate of Appropriateness**. The purpose of this subsection is to preserve historic buildings that are important to the education, culture, traditions and economic values of the City, and to afford the City, historical organizations,

and other interested persons the opportunity to acquire or to arrange for the preservation of these buildings. If a property owner demonstrates that a historic building is incapable of earning an economic return on its value, as appraised by a qualified real estate appraiser, and the Commission fails to approve the issuance of a Certificate of Appropriateness, the building may be demolished. However, before a demolition permit is issued or demolition proceeds, the following requirements for notice must be met:

(1) Notice of the proposed demolition must be given for a period fixed by the Commission, based on the Commission's classification on the approved map, but not less than sixty (60) days nor more than one (1) year.
(2) Notice must be posted on the premises of the building proposed for demolition in a location clearly visible from the street.
(3) Notice must be published in a newspaper of general local circulation at least three (3) times before demolition, with the first publication not more than fifteen (15) days after the application for a permit to demolish is filed, and the final publication at least fifteen (15) days before the date of the permit.

The Commission may approve a Certificate of Appropriateness at any time during the notice period under this subsection 6(e). If the certificate is approved, a demolition permit shall be issued without further delay, and demolition may proceed.

Section 7. Staff Approvals

a. The staff of the Commission, on behalf of the Commission, may be authorized to grant or deny an application for a Certificate of Appropriateness for types as defined by the Commission, except for types described in Section 7b.

b. The staff of the Commission <u>may not</u> grant or deny an application for a Certificate of Appropriateness for the following types of applications:

(1) The demolition of a building.
(2) The moving of a building.
(3) The construction of an addition to a building.
(4) The construction of a new building.

Section 8. Visual Compatibility

a. **New Buildings and Nonhistoric Buildings**. Except as provided in subsection 4(d) of this ordinance, the construction of a new building or structure, and the moving, reconstruction, alteration, major maintenance, or repair involving a color change conspicuously affecting the external appearance of any nonhistoric building, structure, or appurtenance within the primary area of a historic district must be generally of a design, form, proportion, mass, configuration, building material, texture, color, and location on a lot compatible with other buildings in the historic district, particularly with buildings designated as historic, and with squares and places to which it is visually related.

b. **Criteria for Considering Visual Compatibility**. Except as provided in subsection 4(d) of this ordinance, within the primary area of a historic district, new buildings and structures, as

well as buildings, structures, and appurtenances that are moved, reconstructed, materially altered, repaired, or changed in color, must be visually compatible with buildings, squares and places to which they are visually related generally in terms of the following visual compatibility factors:

(1) **Height**. The height of proposed buildings must be visually compatible with adjacent buildings.

(2) **Proportion of building's front façade**. The relationship of the width of a building to the height of the front elevation must be visually compatible with buildings, squares, and places to which it is visually related.

(3) **Proportion of openings within the facility**. The relationship of the width of the windows to the height of windows in a building must be visually compatible with buildings, squares, and places to which it is visually related.

(4) **Rhythm of solids to voids in front facades**. The relationship of solids to voids in the front facade of a building must be visually compatible with buildings, squares, and places to which it is visually related.

(5) **Rhythm of spacing of buildings on streets**. The relationship of a building to the open space between it and adjoining buildings must be visually compatible with buildings, squares, and places to which it is visually related.

(6) **Rhythm of entrances and porch projections**. The relationship of entrances and porch projections of a building to sidewalks must be visually compatible with buildings, squares, and places to which it is visually related.

(7) **Relationship of materials, texture, and color**. The relationship of the materials, texture, and color of the facade of a building must be visually compatible with the predominant materials used in the buildings to which it is visually related.

(8) **Roof shapes**. The roof shape of a building must be visually compatible with the buildings to which it is visually related.

(9) **Walls of continuity**. Appurtenances of a building such as walls, wrought iron fences, evergreen landscape masses, and building facades, must form cohesive walls of enclosure along the street, if necessary to ensure visual compatibility of the building to the buildings, squares, and places to which it is visually related.

(10) **Scale of a building**. The size of a building, and the building mass of a building in relation to open spaces, windows, door openings, porches, and balconies must be visually compatible with the buildings, squares, and places to which it is visually related.

(11) **Directional expression of front elevation**. A building must be visually compatible with buildings, squares, and places to which it is visually related in its directional character, including vertical character, horizontal character, or nondirectional character.

Section 9. Preservation of Historical and Architectural Character Upon Alteration or Relocation Mandated

a. A historic building or structure or any part of or appurtenance to such a building or structure, including stone walls, fences, light fixtures, steps, paving, and signs may be moved, reconstructed, altered, or maintained only in a manner that will preserve the historical and architectural character of the building, structure, or appurtenance.

b. A historic building may be relocated to another site only if it is shown that preservation on its current site is inconsistent with subsection 9(a) of this ordinance.

Section 10. Maintenance

a. Historic buildings shall be maintained to meet the applicable requirements established under state statute for buildings generally so as to prevent the loss of historic material and the deterioration of important character defining details and features.

b. Ordinary repairs and maintenance: nothing in this Section shall be construed to prevent the ordinary repairs and maintenance of any historic building, provided that such repairs or maintenance do not result in a conspicuous change in the design, form, proportion, mass, configuration, building material, texture, color, location, or external visual appearance of any structure, or part thereof.

Section 11. Relationship with Zoning Districts

Zoning districts lying within the boundaries of the historic district are subject to the regulations for both the zoning district and the historic district. If there is a conflict between the requirements of the zoning district and the requirements of the historic district, the more restrictive requirements apply.

Section 12. Removal of Historic District Designation

a. This Section provides the exclusive method for removing the designation of a historic district.

b. The owner or owners of a building, structure, or site designated as a single site historic district may sign and file a petition with the City Council requesting removal of the designation of the building, structure, or site as a historic district. In the case of a historic district containing two (2) or more parcels, at least sixty percent (60%) of the owners of the real property of the historic district may sign and file a petition with the City Council requesting removal of the designation of the historic district.

c. The City Council shall submit a petition filed under subsection 12(b) of this ordinance to the Commission. The Commission shall conduct a public hearing on the petition not later than sixty (60) days after receiving the petition. The Commission shall provide notice of the hearing:

(1) by publication under I.C. 5-3-1-2(b);
(2) in the case of a historic district comprised of real property owned by fewer than fifty (50) property owners, by certified mail, sent at least ten (10) days before the hearing, to each owner of real estate within the historic district; and
(3) in the case of a single building, structure, or site designated as a historic district, by certified mail, sent at least ten (10) days before the hearing, to each owner of the real estate abutting the building, structure, or site designated as a historic district that is the subject of the petition.

d. The Commission shall make the following findings after the public hearing:

(1) Whether a building, structure, or site within the historic district continues to meet the criteria for inclusion in a historic district as set forth in the ordinance approving the historic district map under Section 4 of this ordinance. The determination must state specifically the criteria that are applicable to the buildings, structures, or sites within the district.
(2) Whether failure to remove the designation of the historic district would deny an owner of a building, structure, or site within the historic district reasonable use of the owner's property or prevent reasonable economic return. Evidence provided by the petitioner may include information on:

(a) costs to comply with regulations;
(b) income generation;
(c) availability of contractors to perform work;
(d) real estate values;
(e) assessed values and taxes;
(f) revenue projections;
(g) current level of return;
(h) operating expenses;
(i) vacancy rates;
(j) financing issues;
(k) efforts to explore alternative uses for a property;
(l) availability of economic incentives; and
(m) recent efforts to sell or rent property.

(3) Whether removal of the designation of a historic district would have an adverse economic impact on the owners of real estate abutting the historic district, based on testimony and evidence provided by the owners of the real estate and licensed real estate appraisers or brokers.
(4) Whether removal of or failure to remove the designation of the historic district would have an adverse impact on the City's historic resources, and specifically whether it would result in the loss of a building, structure, or site classified as historic by the Commission's survey prepared under Section 3 of this ordinance.

e. Not later than ten (10) days after the public hearing, the Commission shall submit:

(1) its findings on the petition; and
(2) a recommendation to grant or deny the petition;

to the City Council.

f. Not later than forty-five (45) days after receiving the Commission's findings, the City Council shall:

(1) take public comment and receive evidence in support of or in opposition to the petition; and
(2) do one (1) of the following:

(a) Deny the petition.
(b) Grant the petition by adopting an ordinance that removes the designation of the historic district by:

(i) a majority vote, if the recommendation of the Commission is to grant the petition; or
(ii) a two-thirds (2/3) vote, if the recommendation of the Commission is to deny the petition.

The City Council shall record an ordinance adopted under subsection 12(f)(2) with the Hamilton County Recorder not later than ten (10) days after the City Council adopts the ordinance. The historic district designation is considered removed on the date the ordinance is recorded with the Hamilton County Recorder.

g. If the City Council does not grant or deny the petition within forty-five (45) days after receiving the Commission's findings:

(1) the petition is considered granted or denied in accordance with the recommendation of the Commission; and
(2) if the petition is considered granted, the City Council shall, not later than fifty-five (55) days after receiving the Commission's findings:

(a) adopt an ordinance that removes the designation of the historic district; and
(b) record the ordinance with the Hamilton County Recorder.

The historic district designation is considered removed on the date the ordinance is recorded with the Hamilton County Recorder.

Section 13. Enforcement by Interested Parties

a. An interested party (as defined in Section 2) has a private right of action to enforce and prevent violation of a provision of this ordinance or an ordinance adopted by the City under this ordinance, and with respect to any building, structure, or site within a historic district, and has the right to restrain, enjoin, or enforce by restraining order or injunction, temporarily or permanently, any person from violating a provision of this ordinance or an ordinance adopted by the City under this ordinance.

b. The interested party does not have to allege or prove irreparable harm or injury to any person or property to obtain relief under this Section.

c. The interested party bringing an action under this Section does not have to post a bond unless the court, after a hearing, determines that a bond should be required in the interest of justice.

d. The interested party that brings an action under this Section is not liable to any person for damages resulting from bringing or prosecuting the action unless the action was brought without good faith or without a reasonable belief that a provision of this ordinance, or an ordinance adopted by the City Council pursuant to this ordinance, had been, or was about to be violated or breached.

e. An interested party who obtains a favorable judgment in an action under this Section may recover reasonable attorney's fees and court costs from the person against whom judgment was rendered.

f. An action arising under this Section must be brought in the circuit or superior court of the county in which the historic district lies and no change of venue from the county shall be allowed in the action.

g. The remedy provided in this Section is in addition to other remedies that may be available at law or in equity.

Section 14. Enforcement, Penalties, and Judicial Review

a. Any person, whether as principal, agent, owner, lessee, tenant, contractor, builder, architect, engineer, or otherwise, who violates any provision of this ordinance shall be subject to a fine as follows, for each offense:

(1) not less than ten dollars ($10.00) nor more than twenty-five hundred dollars ($2,500.00) for demolition; and,
(2) not less than ten dollars ($10.00) nor more than three hundred dollars ($300.00) for all other offenses.

b. Each day of the existence of any violation of this ordinance shall be a separate offense.

c. The erection, construction, enlargement, alteration, repair, demolition, color change, moving, or maintenance of any building, structure, or appurtenance which is begun, continued, or maintained contrary to any provisions of this ordinance is hereby declared to be a nuisance and in violation of this ordinance and unlawful. The City may institute a suit for injunction in the Circuit Court or Superior Court of Hamilton County to restrain any person or government unit from violating any provision of this ordinance and to cause such violation to be prevented, abated, or removed. Such action may also be instituted by any property owner who is adversely affected by the violation of any provision of this chapter.

d. The remedies provided for in this Section shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law.

e. Any person or party aggrieved by a decision of the Commission shall be entitled to judicial review under I.C. 36-7-4 as if it were a final decision of a board of zoning appeals.

Section 15. Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

2/8/2022 1:27:25 PM

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 14, 2022

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 40 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 14 day of February, 2022

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: 01/21/22..02/08/22

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								
VEN008029	Liberty Mutual Insurance	APP089385	1/24/2022	101001339	ADM-INSURANCE	Install 2	5,395.00	72125	1/24/2022
VEN000589	Duke Energy	APP089396	1/24/2022	101001341	ADM-ELECTRICITY	Electric	514.01	72138	1/25/2022
VEN006494	Pure Water Partners	APP089444	1/26/2022	101001224	ADM-OPERATING SUPPLIES	Water and ice	67.50		
VEN002097	Westfield Chamber Of Commerce	APP089445	1/26/2022	101001350	ADM-SUB/DUES/MEMBERS	2022 Membership	500.00		
VEN000695	Financial Solutions Group	APP089446	1/26/2022	101001331	ADM-CONSULTING	1782 Notice	2,015.00		
VEN000695	Financial Solutions Group	APP089446	1/26/2022	101001331	ADM-CONSULTING	Annexation	1,000.00		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101001343	ADM-BUILDING	City Hall	780.00		
VEN008760	BKD CPAs LLP	APP089460	1/26/2022	101001331	ADM-CONSULTING	August services Review	38,803.00	72192	1/26/2022
VEN007062	McGriff Insurance	APP089482	1/27/2022	101001339	ADM-INSURANCE	Excess Umbrella renewal	4,008.00	72194	1/27/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	101001119	ADM-HEALTH/DENTAL	Jan vision	28.96	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101001119	ADM-HEALTH/DENTAL	Dec clinic hrs	215.44	72196	1/27/2022
VEN001537	Payroll	APP089576	2/1/2022	101001111	ADM-SALARY	sal	7,370.31	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101001120	ADM-FICA /MEDICARE	fica	427.77	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101001120	ADM-FICA /MEDICARE	med	100.04	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101001121	ADM-PERF	perf	948.75	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101001119	ADM-HEALTH/DENTAL	Feb Ins	28.96	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101001119	ADM-HEALTH/DENTAL	Feb Ins	40.62	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101001119	ADM-HEALTH/DENTAL	Feb Ins	2,556.58	500000752	2/1/2022
VEN000917	Humane Society for Hamilton	APP089606	2/1/2022	101001349	ADM-SERVICES	Stray	6,531.00	500000754	2/2/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101001119	ADM-HEALTH/DENTAL	Feb Ins	6.50	72199	2/1/2022
VEN002336	Citizens Westfield	APP089777	2/8/2022	101001342	ADM-WATER/SEWER	Admin	72.96		
VEN002336	Citizens Westfield	APP089779	2/7/2022	101001328	ADM-HEAT/GAS	Admin	377.76		
VEN000832	Hamilton Co Leadership Academy	APP089890	2/8/2022	101001350	ADM-SUB/DUES/MEMBERS	Pledge	2,500.00		
VEN005661	Barnes and Thornburg LLP	APP089891	2/8/2022	101001331	ADM-CONSULTING	December retainer	5,000.00		
VEN008276	Buxton Company	APP089892	2/8/2022	101001349	ADM-SERVICES	Mobile Analytics Solutions	40,000.00		
VEN001195	Krieg Devault LLP	APP089896	2/8/2022	101001330	ADM-ATTORNEY/CONSULT	December services	840.00		
VEN006494	Pure Water Partners	APP089897	2/8/2022	101001224	ADM-OPERATING SUPPLIES	Water	90.00		
VEN005574	Bose McKinney and Evans LLP	APP089898	2/8/2022	101001331	ADM-CONSULTING	December strategic communi	3,500.00		
Subtotal for Administration							**123,718.16**		
Police									
VEN008029	Liberty Mutual Insurance	APP089385	1/24/2022	101002339	POLICE-INSURANCE	Install 2	10,110.00	72125	1/24/2022
VEN000589	Duke Energy	APP089396	1/24/2022	101002341	POLICE-ELECTRICITY	Electric	2,553.50	72138	1/25/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Police								
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101002343	POLICE-BUILDING MAINTEN	PSB	1,000.00		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101002343	POLICE-BUILDING MAINTEN	PSB Lobby	100.00		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101002343	POLICE-BUILDING MAINTEN	PSB deodorizer	100.00		
VEN009277	Nelson and Co LLC	APP089449	1/26/2022	101002229	POLICE-UNIFORMS	Uniform Shirts/Patches-Corn	143.70		
VEN000478	Crown Trophy	APP089450	1/26/2022	101002347	POLICE-PROMOTIONS	Chief Award Crystals	180.00		
VEN001015	INPAC	APP089451	1/26/2022	101002350	POLICE-SUBSCRIPTIONS/D	Membership Dues	150.00		
VEN001417	Napa Auto Parts	APP089452	1/26/2022	101002360	POLICE-VEHICLE REPAIR	Vehcile Battery	218.52		
VEN000345	Cave and Company Printing	APP089453	1/26/2022	101002337	POLICE-PRINTING	Business Cards	54.76		
VEN001843	Steven R Jenkins	APP089454	1/26/2022	101002229	POLICE-UNIFORMS	Service Bars	210.00		
VEN000410	City Of Westfield	APP089455	1/26/2022	101002334	POLICE-TRAVEL/TRAINING/	Training Center	8,380.00	72200	2/2/2022
VEN007062	McGriff Insurance	APP089482	1/27/2022	101002339	POLICE-INSURANCE	Excess Umbrella renewal	6,549.00	72194	1/27/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	101002119	POLICE-HEALTH/DENTAL	Jan vision	761.76	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101002119	POLICE-HEALTH/DENTAL	Dec clinic hrs	5,356.01	72196	1/27/2022
VEN009063	Hartford Fire Insurance	APP089513	1/28/2022	101002339	POLICE-INSURANCE	Flood renewal	625.50		
VEN007356	Ascension St Vincent	APP089565	2/1/2022	101002354	POLICE-PHYSICAL EXAM	New Hire Physical - Ortega	1,521.04		
VEN009277	Nelson and Co LLC	APP089567	2/1/2022	101002229	POLICE-UNIFORMS	Uniform Pants/Shirts - Siara	405.30		
VEN009277	Nelson and Co LLC	APP089567	2/1/2022	101002229	POLICE-UNIFORMS	Uniform Pants/Shirts - J. Cart	346.15		
VEN000747	Galls	APP089568	2/1/2022	101002229	POLICE-UNIFORMS	Uniform Keepers, Mace Case,	1,869.72		
VEN002035	US Uniform and Supply	APP089569	2/1/2022	101002229	POLICE-UNIFORMS	New Hire Uniforms - Byerley	2,705.43		
VEN001537	Payroll	APP089576	2/1/2022	101002111	POLICE-SALARY	sal	213,680.43	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101002120	POLICE-FICA/MEDICARE	fica	12,710.60	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101002120	POLICE-FICA/MEDICARE	med	2,972.65	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101002121	POLICE-PERF	perf	33,275.10	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101002119	POLICE-HEALTH/DENTAL	Feb Ins	761.76	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101002119	POLICE-HEALTH/DENTAL	Feb Ins	3,510.09	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101002119	POLICE-HEALTH/DENTAL	Feb Ins	79,040.84	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101002119	POLICE-HEALTH/DENTAL	Feb Ins	221.00	72199	2/1/2022
VEN000314	C.A.R. Clinic	APP089727	2/7/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	8,136.21		
VEN009277	Nelson and Co LLC	APP089728	2/7/2022	101002229	POLICE-UNIFORMS	Uniform Boots - Ford	239.95		
VEN002116	Westfield Tire and Muffler	APP089729	2/7/2022	101002360	POLICE-VEHICLE REPAIR	Vehicle tires	5,584.00		
VEN002336	Citizens Westfield	APP089779	2/7/2022	101002328	POLICE-HEAT/GAS	PSB	492.01		
VEN002336	Citizens Westfield	APP089863	2/8/2022	101002342	POLICE-WATER/SEWER	40 percent-PSB	305.42		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		VEN002279	Naval Surface Warfare Center	APP089866	2/8/2022	101002472	POLICE-EQUIPMENT	Night Vision, Thermal Pocket	2,400.00		
		VEN005581	Newton Oil Company	APP089927	2/8/2022	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	12,425.42		
	Subtotal for Police								**419,095.87**		
	Economic and Community Development										
		VEN010036	VSP Insurance	APP089485	1/27/2022	101003119	ECD-HEALTH/DENTAL	Jan vision	126.96	72195	1/27/2022
		VEN001676	Riverview Hospital	APP089496	1/27/2022	101003119	ECD-HEALTH/DENTAL	Dec clinic hrs	819.38	72196	1/27/2022
		VEN001537	Payroll	APP089576	2/1/2022	101003111	ECD-SALARY	sal	33,495.35	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101003120	ECD-FICA/MEDICARE	fica	2,009.05	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101003120	ECD-FICA/MEDICARE	med	469.85	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101003121	ECD-PERF	perf	4,756.35	500000751	2/1/2022
		VEN010036	VSP Insurance	APP089580	2/1/2022	101003119	ECD-HEALTH/DENTAL	Feb Ins	126.96	72198	2/1/2022
		VEN000534	Delta Dental	APP089584	2/1/2022	101003119	ECD-HEALTH/DENTAL	Feb Ins	449.92	72197	2/1/2022
		VEN002020	United Healthcare	APP089588	2/1/2022	101003119	ECD-HEALTH/DENTAL	Feb Ins	10,620.53	500000752	2/1/2022
		VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101003119	ECD-HEALTH/DENTAL	Feb Ins	33.67	72199	2/1/2022
		VEN005717	Background Investigation Bureau	APP089924	2/8/2022	101003349	ECD-SERVICES	Background checks	23.90		
	Subtotal for Economic and Community Development								**52,931.92**		
	Parks										
		VEN002097	Westfield Chamber Of Commerce	APP089442	1/26/2022	101005334	PARKS-TRAVEL/TRAINING/S	Chamber Mental Health First	40.00		
		VEN000942	Imagery LLC	APP089467	1/26/2022	101005347	PARKS-PROMOTION	Wearables	476.13		
		VEN010036	VSP Insurance	APP089485	1/27/2022	101005119	PARKS-HEALTH/DENTAL	Jan vision	41.76	72195	1/27/2022
		VEN001676	Riverview Hospital	APP089496	1/27/2022	101005119	PARKS-HEALTH/DENTAL	Dec clinic hrs	208.38	72196	1/27/2022
		VEN007804	Fantasy Face Painting Plus LLC	APP089526	1/28/2022	101005347	PARKS-PROMOTION	Deposit WR4	1,880.00		
		VEN001008	Indy Pro Audio Production	APP089527	1/28/2022	101005347	PARKS-PROMOTION	WR4	5,950.00		
		VEN001537	Payroll	APP089576	2/1/2022	101005111	PARKS-SALARY	sal	10,171.73	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101005120	PARKS-FICA/MEDICARE	fica	604.41	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101005120	PARKS-FICA/MEDICARE	med	141.36	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101005121	PARKS-PERF	perf	1,299.66	500000751	2/1/2022
		VEN010036	VSP Insurance	APP089580	2/1/2022	101005119	PARKS-HEALTH/DENTAL	Feb Ins	41.76	72198	2/1/2022
		VEN000534	Delta Dental	APP089584	2/1/2022	101005119	PARKS-HEALTH/DENTAL	Feb Ins	212.64	72197	2/1/2022
		VEN002020	United Healthcare	APP089588	2/1/2022	101005119	PARKS-HEALTH/DENTAL	Feb Ins	3,716.42	500000752	2/1/2022
		VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101005119	PARKS-HEALTH/DENTAL	Feb Ins	13.00	72199	2/1/2022

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Parks										
		VEN005717	Background Investigation Bureau	APP089924	2/8/2022	101005349	PARKS-SERVICES	Background checks	179.25		
	Subtotal for Parks								**24,976.50**		
	Economic Dev										
		VEN010036	VSP Insurance	APP089485	1/27/2022	101006119	ECONOMIC DEV-HEALTH/D	Jan vision	6.40	72195	1/27/2022
		VEN001676	Riverview Hospital	APP089496	1/27/2022	101006119	ECONOMIC DEV-HEALTH/D	Dec clinic hrs	40.62	72196	1/27/2022
		VEN001537	Payroll	APP089576	2/1/2022	101006111	ECONOMIC DEV-SALARY	sal	3,502.00	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101006120	ECONOMIC DEV-FICA/MEDI	fica	216.90	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101006120	ECONOMIC DEV-FICA/MEDI	med	50.73	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101006121	ECONOMIC DEV-PERF	perf	497.28	500000751	2/1/2022
		VEN010036	VSP Insurance	APP089580	2/1/2022	101006119	ECONOMIC DEV-HEALTH/D	Feb Ins	6.40	72198	2/1/2022
		VEN000534	Delta Dental	APP089584	2/1/2022	101006119	ECONOMIC DEV-HEALTH/D	Feb Ins	20.86	72197	2/1/2022
		VEN002020	United Healthcare	APP089588	2/1/2022	101006119	ECONOMIC DEV-HEALTH/D	Feb Ins	631.11	500000752	2/1/2022
		VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101006119	ECONOMIC DEV-HEALTH/D	Feb Ins	3.25	72199	2/1/2022
	Subtotal for Economic Dev								**4,975.55**		
	Informatics										
		VEN010036	VSP Insurance	APP089485	1/27/2022	101007119	IT-HEALTH/DENTAL	Jan vision	70.72	72195	1/27/2022
		VEN001676	Riverview Hospital	APP089496	1/27/2022	101007119	IT-HEALTH/DENTAL	Dec clinic hrs	455.60	72196	1/27/2022
		VEN001537	Payroll	APP089576	2/1/2022	101007111	IT-SALARY	sal	17,300.31	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101007120	IT-FICA/MEDICARE	fica	1,008.99	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101007120	IT-FICA/MEDICARE	med	235.97	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101007121	IT-PERF	perf	2,456.65	500000751	2/1/2022
		VEN010036	VSP Insurance	APP089580	2/1/2022	101007119	IT-HEALTH/DENTAL	Feb Ins	70.72	72198	2/1/2022
		VEN000534	Delta Dental	APP089584	2/1/2022	101007119	IT-HEALTH/DENTAL	Feb Ins	269.80	72197	2/1/2022
		VEN002020	United Healthcare	APP089588	2/1/2022	101007119	IT-HEALTH/DENTAL	Feb Ins	6,947.45	500000752	2/1/2022
		VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101007119	IT-HEALTH/DENTAL	Feb Ins	19.50	72199	2/1/2022
		VEN005272	SHI International	APP089872	2/8/2022	101007389	IT-SOFTWARE LICENSING	Barracuda networks	11,907.00		
		VEN004591	Virtusa Corporation	APP089877	2/8/2022	101007349	IT-SERVICES	Jan services	789.00		
		VEN000604	Eastern Engineering Supply	APP089878	2/8/2022	101007224	IT-OPERATING SUPPLIES	DJ Prem dry gl	442.24		
		VEN009607	Johnathan Meier	APP089879	2/8/2022	101007331	IT-CONSULTING	GIS consulting	240.00		
		VEN003729	Metronet	APP089880	2/8/2022	101007335	IT-TELEPHONE	Land lines and long distance	2,464.39		
		VEN002050	Verizon Wireless	APP089881	2/8/2022	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	8,350.13		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Informatics										
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	ESD microsoft select	5,874.54		
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	ESD microsoft select	890.90		
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	Opti upd sophos	576.96		
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	Opti upd bluebeam	5,100.28		
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	ESD microsoft	250.40		
		VEN005272	SHI International	APP089882	2/8/2022	101007389	IT-SOFTWARE LICENSING	ESD microsoft	6,127.25		
		VEN005272	SHI International	APP089883	2/8/2022	101007389	IT-SOFTWARE LICENSING	ESD microsoft	164,942.04		
		VEN008516	Granite Telecommunications	APP089884	2/8/2022	101007349	IT-SERVICES	Phone support software	984.50		
		VEN008285	EnvelopIQ LLC	APP089885	2/8/2022	101007349	IT-SERVICES	Jan services	803.01		
		VEN008285	EnvelopIQ LLC	APP089886	2/8/2022	101007349	IT-SERVICES	4 Qt City access control agre	6,438.00		
		VEN006544	concept3D Inc	APP089887	2/8/2022	101007389	IT-SOFTWARE LICENSING	4 Qt Access control agreeme	6,438.00		
		VEN005146	Konica Minolta Business	APP089888	2/8/2022	101007337	IT-PRINTING	Annual atlas 3D CMS	12,600.00		
	Subtotal for Informatics							Click charges	93.08		
									264,147.43		
	Clerk Treasurer										
		VEN000938	IIMC	APP089448	1/26/2022	101008350	CT-SUBSCRIPTIONS/DUES/	2022 Renewal	790.00		
		VEN001826	Staples	APP089458	1/26/2022	101008223	CT-OFFICE SUPPLIES	Office Supplies	137.34		
		VEN010036	VSP Insurance	APP089485	1/27/2022	101008119	CT-HEALTH/DENTAL	Jan vision	70.72	72195	1/27/2022
		VEN001676	Riverview Hospital	APP089496	1/27/2022	101008119	CT-HEALTH/DENTAL	Dec clinic hrs	301.97	72196	1/27/2022
		VEN001537	Payroll	APP089576	2/1/2022	101008111	CT-SALARY	sal	18,271.10	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101008120	CT-FICA/MEDICARE	fica	1,067.19	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101008120	CT-FICA/MEDICARE	med	249.60	500000751	2/1/2022
		VEN001537	Payroll	APP089576	2/1/2022	101008121	CT-PERF	perf	2,139.78	500000751	2/1/2022
		VEN010036	VSP Insurance	APP089580	2/1/2022	101008119	CT-HEALTH/DENTAL	Feb Ins	70.72	72198	2/1/2022
		VEN000534	Delta Dental	APP089584	2/1/2022	101008119	CT-HEALTH/DENTAL	Feb Ins	220.74	72197	2/1/2022
		VEN002020	United Healthcare	APP089588	2/1/2022	101008119	CT-HEALTH/DENTAL	Feb Ins	4,586.21	500000752	2/1/2022
		VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101008119	CT-HEALTH/DENTAL	Feb Ins	18.46	72199	2/1/2022
		VEN007097	Webster and Garino LLC	APP089671	2/2/2022	101008330	CT-LEGAL CONSULTING	Jan Retainer	4,000.00		
		VEN007097	Webster and Garino LLC	APP089671	2/2/2022	101008330	CT-LEGAL CONSULTING	3rd Party IT issues	9,878.00		
		VEN007097	Webster and Garino LLC	APP089671	2/2/2022	101008330	CT-LEGAL CONSULTING	Mayors third lawsuit	2,029.50		
		VEN009726	Veracity IIR	APP089672	2/2/2022	101008331	CT-CONSULTING	Computer Forensics	4,227.50		
		VEN004297	ADP-Payroll	APP089742	2/7/2022	101008331	CT-CONSULTING	Jan services	7,838.00	500000753	2/7/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Clerk Treasurer								
VEN001826	Staples	APP089922	2/8/2022	101008223	CT-OFFICE SUPPLIES	Office supplies	32.76		
VEN001469	O W Krohn and Associates	APP089923	2/8/2022	101008331	CT-CONSULTING	Dec services	651.25		
	Subtotal for Clerk Treasurer						**56,580.84**		
	Mayor								
VEN001913	The Bridgewater Club LLC	APP089443	1/26/2022	101009347	MAYOR-PROMOTIONS	Lunch meetings	129.54		
VEN010036	VSP Insurance	APP089485	1/27/2022	101009119	MAYOR-HEALTH/DENTAL	Jan vision	14.48	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101009119	MAYOR-HEALTH/DENTAL	Dec clinic hrs	105.95	72196	1/27/2022
VEN001537	Payroll	APP089576	2/1/2022	101009111	MAYOR-SALARY	sal	4,758.57	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101009120	MAYOR- FICA/MEDICARE	fica	286.05	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101009120	MAYOR- FICA/MEDICARE	med	66.90	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101009121	MAYOR-PERF	perf	675.72	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101009119	MAYOR-HEALTH/DENTAL	Feb Ins	14.48	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101009119	MAYOR-HEALTH/DENTAL	Feb Ins	40.62	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101009119	MAYOR-HEALTH/DENTAL	Feb Ins	1,381.46	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101009119	MAYOR-HEALTH/DENTAL	Feb Ins	1.69	72199	2/1/2022
	Subtotal for Mayor						**7,475.46**		
	City Council								
VEN005604	Student Impact	APP089343	1/21/2022	101010347	CITY COUNCIL-PROMOTION	Black Tie Bingo	2,500.00	72171	1/25/2022
VEN008846	Altman Poindexter and Wyatt LLC	APP089862	2/8/2022	101010330	CITY COUNCIL-LEGAL	Jan services	2,117.50		
	Subtotal for City Council						**4,617.50**		
	Public Works								
VEN008029	Liberty Mutual Insurance	APP089385	1/24/2022	101013339	PW-INSURANCE	Install 2	5,137.00	72125	1/24/2022
VEN000589	Duke Energy	APP089396	1/24/2022	101013341	PW-ELECTRIC	Electric	4,106.57	72138	1/25/2022
VEN000589	Duke Energy	APP089396	1/24/2022	101013341	PW-ELECTRIC	Electric	1,711.08	72138	1/25/2022
VEN006494	Pure Water Partners	APP089444	1/26/2022	101013224	PW-OPERATING SUPPLIES	Water and ice	67.50		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101013343	PW-BLDG MAINT	CSC	1,370.00		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101013343	PW-BLDG MAINT	CSC Floor cleaning	440.00		
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	101013343	PW-BLDG MAINT	CSC workout facility	120.00		
VEN000589	Duke Energy	APP089456	1/26/2022	101013341	PW-ELECTRIC	PW	110.09	72191	1/26/2022
VEN002336	Citizens Westfield	APP089457	1/26/2022	101013342	PW-WATER/SEWER	204 Mill St yard hydrant	153.43	72190	1/26/2022
VEN007062	McGriff Insurance	APP089482	1/27/2022	101013339	PW-INSURANCE	Excess Umbrella renewal	3,473.00	72194	1/27/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	101013119	PW-HEALTH AND DENTAL	Jan vision	236.08	72195	1/27/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Public Works								
VEN001676	Riverview Hospital	APP089496	1/27/2022	101013119	PW-HEALTH AND DENTAL	Dec clinic hrs	1,884.23	72196	1/27/2022
VEN001305	Martin Tree Service	APP089544	1/31/2022	101013349	PW-CONTRACTUAL SERVIC	Tree Removal	3,500.00		
VEN005897	Hamilton County Reporter	APP089545	1/31/2022	101013349	PW-CONTRACTUAL SERVIC	RFP Landscape Maint Service	14.00		
VEN008526	Blaze Construction Inc	APP089549	1/31/2022	101013343	PW-BLDG MAINT	Outbldg roof replacement	5,305.00		
VEN001464	Northside Garage Door System	APP089550	1/31/2022	101013343	PW-BLDG MAINT	Barn garage door repair	106.00		
VEN009063	Hartford Fire Insurance	APP089556	1/31/2022	101013339	PW-INSURANCE	2728 CSC Flood renewal	1,856.00		
VEN009063	Hartford Fire Insurance	APP089556	1/31/2022	101013339	PW-INSURANCE	2706 CSC Flood renewal	4,300.00		
VEN001537	Payroll	APP089576	2/1/2022	101013111	PW-SALARY	sal	50,540.74	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101013120	PW-FICA/MEDICARE	fica	2,976.24	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101013120	PW-FICA/MEDICARE	med	696.06	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101013121	PW-PERF	perf	7,792.16	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101013119	PW-HEALTH AND DENTAL	Feb Ins	216.88	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101013119	PW-HEALTH AND DENTAL	Feb Ins	952.67	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101013119	PW-HEALTH AND DENTAL	Feb Ins	23,153.28	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101013119	PW-HEALTH AND DENTAL	Feb Ins	81.25	72199	2/1/2022
VEN000589	Duke Energy	APP089658	2/2/2022	101013341	PW-ELECTRIC	PW	79.16	72201	2/2/2022
VEN002336	Citizens Westfield	APP089659	2/2/2022	101013342	PW-WATER/SEWER		0.00		
VEN002336	Citizens Westfield	APP089661	2/2/2022	101013342	PW-WATER/SEWER	PW	517.57	72202	2/2/2022
VEN000589	Duke Energy	APP089775	2/7/2022	101013341	PW-ELECTRIC	PW	42.41		
VEN002336	Citizens Westfield	APP089779	2/7/2022	101013328	PW-HEAT/GAS	PW	232.55		
VEN002336	Citizens Westfield	APP089780	2/8/2022	101013342	PW-WATER/SEWER	PW	222.77		
VEN001708	RPM Machinery	APP089781	2/8/2022	101013472	PW-EQUIPMENT	Compact Wheel Loader	104,500.00		
VEN001464	Northside Garage Door System	APP089787	2/8/2022	101013343	PW-BLDG MAINT	PW Barn B door B4	106.00		
VEN001992	Traynor and Associates	APP089858	2/8/2022	101013349	PW-CONTRACTUAL SERVIC	Training Facility appraisal	2,500.00		
VEN009860	Appraising Indiana LLC	APP089859	2/8/2022	101013349	PW-CONTRACTUAL SERVIC	Training Facility	2,350.00		
VEN005929	WSP USA Inc	APP089876	2/8/2022	101013433	PW-INFRAST REPAIR	161st and Oak RAB R/W Acq	8,425.00		
VEN006494	Pure Water Partners	APP089897	2/8/2022	101013224	PW-OPERATING SUPPLIES	Water	90.00		
VEN002336	Citizens Westfield	APP089907	2/8/2022	101013328	PW-HEAT/GAS	PW	577.64		
VEN002336	Citizens Westfield	APP089907	2/8/2022	101013342	PW-WATER/SEWER	PW	105.33		
VEN000589	Duke Energy	APP089909	2/8/2022	101013341	PW-ELECTRIC	PW	40.42		
VEN005717	Background Investigation Bureau	APP089924	2/8/2022	101013349	PW-CONTRACTUAL SERVIC	Background checks	23.90		
Subtotal for Public Works							**240,112.01**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Communications								
VEN001359	Michelle Krcmery	APP089361	1/21/2022	101020331	COMM- CONSULT	Dec services	1,200.00	72154	1/25/2022
VEN006766	Meltwater News US	APP089362	1/21/2022	101020331	COMM- CONSULT	Broadcast National license	3,600.00	72153	1/25/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	101020119	COMM-HEALTH/DENTAL	Jan vision	12.80	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101020119	COMM-HEALTH/DENTAL	Dec clinic hrs	342.59	72196	1/27/2022
VEN001537	Payroll	APP089576	2/1/2022	101020111	COMM-SALARY	sal	7,761.91	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101020120	COMM-FICA/MEDICARE	fica	473.34	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101020120	COMM-FICA/MEDICARE	med	110.71	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101020121	COMM-PERF	perf	1,102.20	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101020119	COMM-HEALTH/DENTAL	Feb Ins	12.80	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101020119	COMM-HEALTH/DENTAL	Feb Ins	41.72	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101020119	COMM-HEALTH/DENTAL	Feb Ins	1,262.22	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101020119	COMM-HEALTH/DENTAL	Feb Ins	6.50	72199	2/1/2022
	Subtotal for Communications						**15,926.79**		
	Customer Service								
VEN010036	VSP Insurance	APP089485	1/27/2022	101021119	CUSTOMER SERV-HEALTH/	Jan vision	43.44	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101021119	CUSTOMER SERV-HEALTH/	Dec clinic hrs	512.11	72196	1/27/2022
VEN001537	Payroll	APP089576	2/1/2022	101021111	CUSTOMER SERV-SALARY	sal	7,880.00	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101021120	CUSTOMER SERV- FICA/ME	fica	470.81	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101021120	CUSTOMER SERV- FICA/ME	med	110.10	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101021121	CUSTOMER SERV- PERF	perf	1,118.96	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	101021119	CUSTOMER SERV-HEALTH/	Feb Ins	43.44	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101021119	CUSTOMER SERV-HEALTH/	Feb Ins	222.41	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101021119	CUSTOMER SERV-HEALTH/	Feb Ins	4,518.85	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101021119	CUSTOMER SERV-HEALTH/	Feb Ins	16.25	72199	2/1/2022
	Subtotal for Customer Service						**14,936.37**		
	Human Resources								
VEN010036	VSP Insurance	APP089485	1/27/2022	101022119	HR-HEALTH/DENTAL	Jan vision	28.96	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	101022119	HR-HEALTH/DENTAL	Dec clinic hrs	169.53	72196	1/27/2022
VEN001537	Payroll	APP089576	2/1/2022	101022111	HR -SALARY	sal	5,947.20	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101022120	HR-FICA/MEDICARE	fica	354.95	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101022120	HR-FICA/MEDICARE	med	83.01	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	101022121	HR PERF	perf	844.51	500000751	2/1/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Human Resources								
VEN010036	VSP Insurance	APP089580	2/1/2022	101022119	HR-HEALTH/DENTAL	Feb Ins	28.96	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	101022119	HR-HEALTH/DENTAL	Feb Ins	106.32	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	101022119	HR-HEALTH/DENTAL	Feb Ins	2,588.22	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	101022119	HR-HEALTH/DENTAL	Feb Ins	6.50	72199	2/1/2022
	Subtotal for Human Resources						**10,158.16**		
Subtotal for Fund 101 General							**1,239,652.56**		
Fund No.	**Fund Name**								
176	**ARP2021-Covid Recovery**								
	City Council								
VEN005661	Barnes and Thornburg LLP	APP089906	2/8/2022	176010330	ARP2021-COUNCIL LEGAL	Nov services	3,000.00		
	Subtotal for City Council						**3,000.00**		
Subtotal for Fund 176 ARP2021-Covid Recovery							**3,000.00**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN000589	Duke Energy	APP089396	1/24/2022	201013341	MVH-ELECTRIC	Electric	3,006.47	72138	1/25/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	201013119	MVH-HEALTH/DENTAL	Jan vision	35.36	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	201013119	MVH-HEALTH/DENTAL	Dec clinic hrs	252.52	72196	1/27/2022
VEN006436	Davis Wholesale Supply	APP089541	1/31/2022	201013231	MVH-SUBGRADE MATERIAL	Bulk Coarse Rock	4,586.61		
VEN006436	Davis Wholesale Supply	APP089541	1/31/2022	201013231	MVH-SUBGRADE MATERIAL	Bulk Coarse Rock	4,513.56		
VEN000517	Daystar Directional Drilling	APP089543	1/31/2022	201013472	MVH-EQUIP	515 Park St	7,260.49		
VEN002674	USABlue Book	APP089547	1/31/2022	201013345	MVH-EQUIP REPAIR	IBC Spill pallet with drain	2,055.69		
VEN007716	United Rentals	APP089548	1/31/2022	201013345	MVH-EQUIP REPAIR	Loader Wheel	3,902.00		
VEN001537	Payroll	APP089576	2/1/2022	201013111	MVH-SALARY	sal	8,147.38	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	201013120	MVH-FICA/MEDICARE	fica	474.60	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	201013120	MVH-FICA/MEDICARE	med	110.99	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	201013121	MVH-PERF	perf	1,156.93	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	201013119	MVH-HEALTH/DENTAL	Feb Ins	35.36	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	201013119	MVH-HEALTH/DENTAL	Feb Ins	191.78	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	201013119	MVH-HEALTH/DENTAL	Feb Ins	3,231.03	500000752	2/1/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	201013119	MVH-HEALTH/DENTAL	Feb Ins	9.75	72199	2/1/2022
VEN007716	United Rentals	APP089782	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Loader Wheel	3,600.00		
VEN001676	Riverview Hospital	APP089783	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Physical	85.00		
VEN006436	Davis Wholesale Supply	APP089784	2/8/2022	201013231	MVH-SUBGRADE MATERIAL	Bulk Coarse Rock	4,446.28		
VEN006359	Carlton Summe	APP089785	2/8/2022	201013360	MVH-VEHICLE REPAIR	CDL license	35.00		
VEN003836	Bridgewater Master Homeowners Asso	APP089860	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Snow removal reimbursement	5,693.49		
VEN001676	Riverview Hospital	APP089867	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Physical	85.00		
VEN003284	Practical Property Group	APP089868	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Snow removal Feb 2	28,983.16		
VEN003284	Practical Property Group	APP089868	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Snow removal Jan 28	9,340.97		
VEN001504	Paddacks Wrecker Service	APP089869	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Dumptruck stuck	525.00		
VEN001504	Paddacks Wrecker Service	APP089869	2/8/2022	201013349	MVH-CONTRACTUAL SERV	Tow	525.00		
VEN001173	Kenworth of Indianapolis	APP089870	2/8/2022	201013345	MVH-EQUIP REPAIR	Heater blower motor truck 11	160.51		
VEN001363	Mid-state Truck Equipment	APP089871	2/8/2022	201013345	MVH-EQUIP REPAIR	Wiring harness for plow	380.60		
VEN000332	Cargill	APP089873	2/8/2022	201013231	MVH-SUBGRADE MATERIAL	Salt	13,550.51		
VEN005581	Newton Oil Company	APP089927	2/8/2022	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	10,291.79		
	Subtotal for Public Works						**116,672.83**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**116,672.83**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
VEN000921	Huston Electric	APP089542	1/31/2022	202013349	LRS-SERVICES	32 and Shamrock Blvd	15,092.00		
VEN005246	Indianapolis Signworks	APP089546	1/31/2022	202013228	LRS-SIGNS AND POSTS	146th and Totem Bridge Gate	3,750.00		
	Subtotal for Public Works						**18,842.00**		
Subtotal for Fund 202 Local Road and Street (LRS)							**18,842.00**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN008029	Liberty Mutual Insurance	APP089385	1/24/2022	203012339	FIRE-INSURANCE	Install 2	5,948.00	72125	1/24/2022
VEN000589	Duke Energy	APP089396	1/24/2022	203012341	FIRE-ELECTRIC	Electric	2,553.49	72138	1/25/2022
VEN000589	Duke Energy	APP089396	1/24/2022	203012341	FIRE-ELECTRIC	Electric	1,080.72	72138	1/25/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
Fire									
VEN000589	Duke Energy	APP089396	1/24/2022	203012341	FIRE-ELECTRIC	Electric	783.62	72138	1/25/2022
VEN000589	Duke Energy	APP089396	1/24/2022	203012346	FIRE-TORNADO SIREN	Sirens	75.95	72138	1/25/2022
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	203012343	FIRE-BUILDING MAINTENAN	PSB Lobby	100.00		
VEN000163	Aul Retirement	APP089468	1/26/2022	203012125	FIRE-401A MATCHING	AUL Fire Match	10,540.00	500000750	1/26/2022
VEN004836	Nationwide Retirement Solutions	APP089470	1/26/2022	203012125	FIRE-401A MATCHING	Match	26,232.62	72193	1/26/2022
VEN004836	Nationwide Retirement Solutions	APP089471	1/26/2022	203012124	FIRE-PEHP	Nationwide PEHP	57,540.75	72193	1/26/2022
VEN007062	McGriff Insurance	APP089482	1/27/2022	203012339	FIRE-INSURANCE	Excess Umbrella renewal	3,803.00	72194	1/27/2022
VEN010036	VSP Insurance	APP089485	1/27/2022	203012119	FIRE-HEALTH/DENTAL	Jan vision	926.08	72195	1/27/2022
VEN001676	Riverview Hospital	APP089496	1/27/2022	203012119	FIRE-HEALTH/DENTAL	Dec clinic hrs	5,935.22	72196	1/27/2022
VEN009063	Hartford Fire Insurance	APP089513	1/28/2022	203012339	FIRE-INSURANCE	Flood renewal	625.50		
VEN000266	Bound Tree Medical	APP089514	1/28/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	1,050.88		
VEN003734	Target Solutions Learning	APP089515	1/28/2022	203012349	FIRE-SERVICES	Vector Scheduling	6,707.00		
VEN005980	Fire Services Inc	APP089516	1/28/2022	203012360	FIRE-VEHICLE MAINT	parts	337.76		
VEN000682	Fastenal	APP089517	1/28/2022	203012224	FIRE-OPERATING SUPPLIES	batteries	254.52		
VEN001849	Stryker Sales	APP089518	1/28/2022	203012224	FIRE-OPERATING SUPPLIES	Battery Pack	981.54		
VEN000065	Airgas Mid America	APP089519	1/28/2022	203012224	FIRE-OPERATING SUPPLIES	oxygen	72.22		
VEN001341	MES-Indiana	APP089520	1/28/2022	203012229	FIRE-UNIFORMS	Safety Glasses	251.93		
VEN008272	Fitness Machine Technicians of Indpls	APP089521	1/28/2022	203012343	FIRE-BUILDING MAINTENAN	servicing of equipment	1,363.02		
VEN003526	Jezroc Metalworks Inc	APP089522	1/28/2022	203012472	FIRE-EQUIP	materials and labor for hose d	950.00		
VEN006678	Amazon Capital Services	APP089523	1/28/2022	203012472	FIRE-EQUIP	TV For Training Room	1,513.00		
VEN002028	UPS	APP089524	1/28/2022	203012333	FIRE-POSTAGE	shipping	21.77		
VEN005980	Fire Services Inc	APP089525	1/28/2022	203012472	FIRE-EQUIP	Linear Transducer	720.21		
VEN001537	Payroll	APP089576	2/1/2022	203012111	FIRE-SALARY	sal	248,736.26	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	203012111	FIRE-SALARY	fire ltd	2,713.99	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	203012120	FIRE-FICA AND MEDICARE	fica	14,791.09	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	203012120	FIRE-FICA AND MEDICARE	med	3,459.19	500000751	2/1/2022
VEN001537	Payroll	APP089576	2/1/2022	203012121	FIRE-PERF	perf	38,966.53	500000751	2/1/2022
VEN010036	VSP Insurance	APP089580	2/1/2022	203012119	FIRE-HEALTH/DENTAL	Feb Ins	942.24	72198	2/1/2022
VEN000534	Delta Dental	APP089584	2/1/2022	203012119	FIRE-HEALTH/DENTAL	Feb Ins	3,930.35	72197	2/1/2022
VEN002020	United Healthcare	APP089588	2/1/2022	203012119	FIRE-HEALTH/DENTAL	Feb Ins	91,804.49	500000752	2/1/2022
VEN004479	Symetra Life Insurance	APP089607	2/1/2022	203012119	FIRE-HEALTH/DENTAL	Feb Ins	243.75	72199	2/1/2022
VEN004740	Super Laundry	APP089673	2/2/2022	203012343	FIRE-BUILDING MAINTENAN	repair	50.71		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
VEN007356	Ascension St Vincent	APP089674	2/2/2022	203012354	FIRE-MEDICAL EXAMS/TEST	blood draws	2,440.30		
VEN000065	Airgas Mid America	APP089675	2/2/2022	203012224	FIRE-OPERATING SUPPLIES	oxygen	35.24		
VEN001316	Matt Hansen	APP089676	2/2/2022	203012229	FIRE-UNIFORMS	duty shoes reimbursement	65.00		
VEN007296	First Arriving LLC	APP089677	2/2/2022	203012472	FIRE-EQUIP	Hardware equipment	4,464.00		
VEN001849	Stryker Sales	APP089678	2/2/2022	203012224	FIRE-OPERATING SUPPLIES	EMS carry bag	337.00		
VEN007709	MacQueen Emergency Group DBA	APP089725	2/7/2022	203012472	FIRE-EQUIP	new apparatus equipment	69,854.00		
VEN002336	Citizens Westfield	APP089778	2/8/2022	203012342	FIRE-WATER/SEWER	Sta 82	230.10		
VEN002336	Citizens Westfield	APP089779	2/7/2022	203012328	FIRE-GAS/HEAT	PSB	492.01		
VEN002336	Citizens Westfield	APP089863	2/8/2022	203012342	FIRE-WATER/SEWER	60 percent-PSB	458.14		
VEN002336	Citizens Westfield	APP089908	2/8/2022	203012342	FIRE-WATER/SEWER	Sta 83	461.52		
VEN005581	Newton Oil Company	APP089927	2/8/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,723.04		
VEN000345	Cave and Company Printing	APP089928	2/8/2022	203012337	FIRE-PRINTING	Fire Chief Business Cards	64.76		
VEN006285	Ceres Solutions Cooperative	APP089929	2/8/2022	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel-81,82	1,823.08		
VEN005584	The Accumed Group	APP089930	2/8/2022	203012349	FIRE-SERVICES	Billing Service Fee-Jan	3,735.33		
VEN000266	Bound Tree Medical	APP089931	2/8/2022	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	731.32		
VEN001817	Spill 911 Inc	APP089932	2/8/2022	203012242	FIRE-HAZMAT	Loose-dri	1,123.00		
VEN001417	Napa Auto Parts	APP089933	2/8/2022	203012360	FIRE-VEHICLE MAINT	misc. parts	527.24		
VEN004879	Penn Care Inc	APP089934	2/8/2022	203012472	FIRE-EQUIP	power load and stryker cot	53,216.00		
VEN000903	Hoosier Fire Equipment	APP089935	2/8/2022	203012349	FIRE-SERVICES	annual flow test	2,078.00		
VEN000903	Hoosier Fire Equipment	APP089935	2/8/2022	203012472	FIRE-EQUIP	equipment	1,026.65		
VEN002087	Waterous Company	APP089936	2/8/2022	203012472	FIRE-EQUIP	equipment-gaskets, o rings, g	348.35		
VEN001942	The Uniform House	APP089937	2/8/2022	203012229	FIRE-UNIFORMS		2,192.98		
	Subtotal for Fire						**683,434.46**		
Subtotal for Fund 203 Fire Operating							**683,434.46**		
Fund No.	**Fund Name**								
204	**Park Impact**								
	Public Works								
VEN002067	VS Engineering	APP089786	2/8/2022	204013474	PW-PARK IMPACT CONSTR	Westfield Connector Trails	1,225.00		
	Subtotal for Public Works						**1,225.00**		
Subtotal for Fund 204 Park Impact							**1,225.00**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN000648	Eric Grimes	APP089726	2/7/2022	239002334	LAW ENFORCE-TRAVEL/TR	Reimbursement for FBI Acad	600.00		
	Subtotal for Police						**600.00**		
Subtotal for Fund 239 Law Enforcement							**600.00**		
Fund No.	**Fund Name**								
264	**Road and Street Improvement (Road Impact)**								
	Public Works								
VEN000159	Cardno Inc	APP089552	1/31/2022	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	3,100.00		
VEN007886	White Construction LLC	APP089553	1/31/2022	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - C	1,000.00		
VEN000159	Cardno Inc	APP089625	2/1/2022	264013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	1,550.00		
VEN005929	WSP USA Inc	APP089740	2/7/2022	264013349	ROAD IMPACT-SERVICES	Task Order #25 Wheeler Lan	1,500.00		
VEN005929	WSP USA Inc	APP089741	2/7/2022	264013349	ROAD IMPACT-SERVICES	Task Order #22 Kitchen Table	170.55		
VEN005929	WSP USA Inc	APP089874	2/8/2022	264013349	ROAD IMPACT-SERVICES	Task Order #25 Wheeler Lan	5,495.00		
VEN005929	WSP USA Inc	APP089875	2/8/2022	264013349	ROAD IMPACT-SERVICES	Task Order #22 Kitchen Table	227.40		
	Subtotal for Public Works						**13,042.95**		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							**13,042.95**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
VEN002336	Citizens Westfield	APP089365	1/21/2022	269014342	TRAINING FAC-WATER/SE	Training Facility	33.56	72124	1/21/2022
VEN000589	Duke Energy	APP089396	1/24/2022	269014341	TRAINING FAC-ELECTRIC	Electric	513.28	72138	1/25/2022
VEN008965	First Class Cleaning Services Inc	APP089447	1/26/2022	269014343	TRAINING FAC-BUILDING M	Training Facility	190.00		
VEN002191	City of Noblesville Utilities	APP089776	2/7/2022	269014342	TRAINING FAC-WATER/SE	Training Facility	20.36		
	Subtotal for Public Safety (Police and Fire)						**757.20**		
Subtotal for Fund 269 Training Facility Center							**757.20**		
Fund No.	**Fund Name**								
348	**GO Bond 2019**								
	Public Works								
VEN002019	United Consulting	APP089551	1/31/2022	348013474	GO BOND 2019 PW CONST	Monon Tunnel at 161st PE Se	12,202.30		

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**								
348	**GO Bond 2019**								
	Public Works								
VEN001671	Rieth-Riley Construction	APP089554	1/31/2022	348013474	GO BOND 2019 PW CONST	191st and Chad Hittle RAB C	155,230.13		
	Subtotal for Public Works						**167,432.43**		
Subtotal for Fund 348 GO Bond 2019							**167,432.43**		
Fund No.	**Fund Name**								
350	**GO Bond 2020**								
	Police								
VEN001168	Kelley Chevrolet	APP089566	2/1/2022	350002473	GO BOND 2020 PD VEHICLE	New Vehicles	143,064.00		
VEN002088	Webb Effects	APP089730	2/7/2022	350002472	GO BOND 2020 PD EQUIP	New Vehicle Graphics	5,200.00		
	Subtotal for Police						**148,264.00**		
Subtotal for Fund 350 GO Bond 2020							**148,264.00**		
Fund No.	**Fund Name**								
361	**Grand Junction Ban Construction**								
	Public Works								
VEN002234	Land Collective LLC	APP089788	2/8/2022	361013349	GRAND JUNC BAN CONST-	GJP CA Bidding	3,775.00		
VEN002234	Land Collective LLC	APP089788	2/8/2022	361013349	GRAND JUNC BAN CONST-	GJP CA Bidding	6,430.97		
	Subtotal for Public Works						**10,205.97**		
Subtotal for Fund 361 Grand Junction Ban Construction							**10,205.97**		
Fund No.	**Fund Name**								
568	**Westfield Blvd Connector**								
	Public Works								
VEN007886	White Construction LLC	APP089553	1/31/2022	568013349	WESTFLD BLVD CONN GRA	Westfield Blvd Connector - C	9,000.00		
	Subtotal for Public Works						**9,000.00**		
Subtotal for Fund 568 Westfield Blvd Connector							**9,000.00**		
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Field	530.95	3817	1/21/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
Grand Park									
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Field	542.64	3817	1/21/2022
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	802.43	3817	1/21/2022
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	813.96	3817	1/21/2022
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Gen	308.42	3817	1/21/2022
VEN002336	Citizens Westfield	APP089360	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Gen	131.48	3817	1/21/2022
VEN002336	Citizens Westfield	APP089367	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Field	262.96	3819	1/21/2022
VEN002336	Citizens Westfield	APP089367	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Field	271.32	3819	1/21/2022
VEN002336	Citizens Westfield	APP089367	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	263.73	3819	1/21/2022
VEN002336	Citizens Westfield	APP089367	1/21/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	271.32	3819	1/21/2022
VEN008029	Liberty Mutual Insurance	APP089386	1/24/2022	640015339	SPORTS CAMPUS-INSURAN	Install 2	824.40	3820	1/24/2022
VEN008029	Liberty Mutual Insurance	APP089386	1/24/2022	640015339	SPORTS CAMPUS-INSURAN	Install 2	1,007.60	3820	1/24/2022
VEN000589	Duke Energy	APP089395	1/24/2022	640015341	SPORTS CAMPUS-ELECTRI	Diam	6,250.58	3824	1/25/2022
VEN000589	Duke Energy	APP089395	1/24/2022	640015341	SPORTS CAMPUS-ELECTRI	Field	5,637.89	3824	1/25/2022
VEN000589	Duke Energy	APP089395	1/24/2022	640015341	SPORTS CAMPUS-ELECTRI	Gen	3,542.80	3824	1/25/2022
VEN007062	McGriff Insurance	APP089481	1/27/2022	640015339	SPORTS CAMPUS-INSURAN	Excess Umbrella renewal	582.53	3829	1/27/2022
VEN007062	McGriff Insurance	APP089481	1/27/2022	640015339	SPORTS CAMPUS-INSURAN	Excess Umbrella renewal	711.97	3829	1/27/2022
VEN010036	VSP Insurance	APP089486	1/27/2022	640015119	SPORTS CAMPUS-HEALTH/	Jan vision	40.08	3830	1/27/2022
VEN001676	Riverview Hospital	APP089495	1/27/2022	640015119	SPORTS CAMPUS-HEALTH/	Dec clinic hrs	286.08	3831	1/27/2022
VEN001537	Payroll	APP089574	2/1/2022	640015111	SPORTS CAMPUS-SALARY	net	20,924.43	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640015120	SPORTS CAMPUS-FICA/ME	fica	1,262.13	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640015120	SPORTS CAMPUS-FICA/ME	med	295.16	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640015121	SPORTS CAMPUS-PERF	perf	2,726.32	100000188	2/1/2022
VEN010036	VSP Insurance	APP089581	2/1/2022	640015119	SPORTS CAMPUS-HEALTH/	Feb Ins	40.08	3833	2/1/2022
VEN000534	Delta Dental	APP089587	2/1/2022	640015119	SPORTS CAMPUS-HEALTH/	Feb Ins	103.20	3832	2/1/2022
VEN002020	United Healthcare	APP089589	2/1/2022	640015119	SPORTS CAMPUS-HEALTH/	Feb Ins	5,799.23	100000189	2/1/2022
VEN004479	Symetra Life Insurance	APP089609	2/1/2022	640015119	SPORTS CAMPUS-HEALTH/	Feb Ins	16.25	3834	2/1/2022
VEN001637	Ray's Trash Service	APP089712	2/7/2022	640015349	SPORTS CAMPUS-SERVICE	Trash	750.00		
VEN007012	Elwood Fire Equipment	APP089714	2/7/2022	640015343	SPORTS CAMPUS-BLDG MA	Fire Alarm monitoring SC Ad	295.00		
VEN007012	Elwood Fire Equipment	APP089714	2/7/2022	640015343	SPORTS CAMPUS-BLDG MA	Fire Alarm monitoring BB Ad	295.00		
VEN005717	Background Investigation Bureau	APP089715	2/7/2022	640015349	SPORTS CAMPUS-SERVICE	Background checks	23.90		
VEN000897	Home City Ice Co	APP089716	2/7/2022	640015224	SPORTS CAMPUS-OPERATI	Ice	175.00		
VEN006761	Priority Press	APP089718	2/7/2022	640015337	SPORTS CAMPUS-PRINTIN	Grand Park 2022 Fan Guide	5,872.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN000345	Cave and Company Printing	APP089719	2/7/2022	640015337	SPORTS CAMPUS-PRINTIN	Business cards	40.63		
VEN007659	eventbooking LLC	APP089722	2/7/2022	640015350	SPORTS CAMPUS-DUES/SU	VenueOps Annual Subscriptio	12,750.00		
VEN003838	Harding Group Inc	APP089723	2/7/2022	640015378	SPORTS CAMPUS-PARK LO	Crack Seal	38,408.00		
VEN000051	Advanced Turf Solutions	APP089724	2/7/2022	640015224	SPORTS CAMPUS-OPERATI	Paint	11,187.60		
VEN003729	Metronet	APP089735	2/7/2022	640015224	SPORTS CAMPUS-OPERATI	Field	59.61		
VEN003729	Metronet	APP089735	2/7/2022	640015224	SPORTS CAMPUS-OPERATI	Diam	59.61		
VEN002613	Ermco Inc	APP089744	2/7/2022	640015228	SPORTS CAMPUS-SIGNAGE	Column Digital Signage	7,720.00		
VEN006537	Total Marketing Group LLC	APP089750	2/7/2022	640015331	SPORT CAMPUS-CONSULTI	GP Fan Guide Ad Sales	2,551.00		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	Field	395.99		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	Field	406.98		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	530.56		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	Diam	542.64		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	General	131.48		
VEN002336	Citizens Westfield	APP089772	2/7/2022	640015342	SPORTS CAMPUS-WAT SE	General	222.04		
VEN000480	CSI Signs	APP089773	2/7/2022	640015337	SPORTS CAMPUS-PRINTIN	GP Parking Lot E	744.82		
VEN009229	Sports Field Maintenance LLC	APP089774	2/7/2022	640015349	SPORTS CAMPUS-SERVICE	Janitorial	519.00		
	Subtotal for Grand Park						**137,930.80**		
	Sport Campus Indoor Event Ctr								
VEN002336	Citizens Westfield	APP089364	1/21/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	302.79	3818	1/21/2022
VEN008029	Liberty Mutual Insurance	APP089386	1/24/2022	640023339	GP INDOOR-INSURANCE	Install 2	1,883.61	3820	1/24/2022
VEN000589	Duke Energy	APP089395	1/24/2022	640023341	GP INDOOR-ELECTRIC	GPEC	14,258.90	3824	1/25/2022
VEN007062	McGriff Insurance	APP089481	1/27/2022	640023339	GP INDOOR-INSURANCE	Excess Umbrella renewal	1,294.50	3829	1/27/2022
VEN010036	VSP Insurance	APP089486	1/27/2022	640023119	GP INDOOR-HEALTH/DENT	Jan vision	41.76	3830	1/27/2022
VEN001676	Riverview Hospital	APP089495	1/27/2022	640023119	GP INDOOR-HEALTH/DENT	Dec clinic hrs	120.08	3831	1/27/2022
VEN001537	Payroll	APP089574	2/1/2022	640023111	GP INDOOR-SALARY	net	5,117.31	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640023120	GP INDOOR-FIICA/MEDICAR	fica	307.91	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640023120	GP INDOOR-FIICA/MEDICAR	med	72.00	100000188	2/1/2022
VEN001537	Payroll	APP089574	2/1/2022	640023121	GP INDOOR-PERF	perf	495.34	100000188	2/1/2022
VEN010036	VSP Insurance	APP089581	2/1/2022	640023119	GP INDOOR-HEALTH/DENT	Feb Ins	27.28	3833	2/1/2022
VEN000534	Delta Dental	APP089587	2/1/2022	640023119	GP INDOOR-HEALTH/DENT	Feb Ins	266.01	3832	2/1/2022
VEN002020	United Healthcare	APP089589	2/1/2022	640023119	GP INDOOR-HEALTH/DENT	Feb Ins	3,092.84	100000189	2/1/2022
VEN004479	Symetra Life Insurance	APP089609	2/1/2022	640023119	GP INDOOR-HEALTH/DENT	Feb Ins	3.25	3834	2/1/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Sport Campus Indoor Event Ctr								
VEN001637	Ray's Trash Service	APP089712	2/7/2022	640023349	GP INDOOR-SERVICES	Trash	1,138.35		
VEN009985	Team IP Inc	APP089713	2/7/2022	640023229	GP INDOOR-UNIFORMS	Apparel	2,852.28		
VEN007012	Elwood Fire Equipment	APP089714	2/7/2022	640023343	GP INDOOR-BLDG MAINT	GPEC	295.00		
VEN004726	Jackson Systems LLC	APP089717	2/7/2022	640023343	GP INDOOR-BLDG MAINT	GPEC unit	245.00		
VEN006141	Westfield Restaurant Group LLC	APP089720	2/7/2022	640023349	GP INDOOR-SERVICES	WRG cafeteria space	1,000.00		
VEN006390	Ecolab Pest	APP089721	2/7/2022	640023343	GP INDOOR-BLDG MAINT	GPEC	437.95		
VEN008257	Ferguson Facilities Supply	APP089737	2/7/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	189.33		
VEN008257	Ferguson Facilities Supply	APP089738	2/7/2022	640023224	GP INDOOR-OPERATING SU	Kleenex foam skin cleaner	93.86		
VEN008257	Ferguson Facilities Supply	APP089739	2/7/2022	640023224	GP INDOOR-OPERATING SU	Cleaning supplies	422.36		
VEN001716	Runyon Equipment Rental	APP089743	2/7/2022	640023472	GP INDOOR-EQUIPMENT	Forklift Extensions	211.00		
VEN006496	KTD Productions LLC	APP089745	2/7/2022	640023349	GP INDOOR-SERVICES	Volleyball	8,600.00		
VEN006898	Supply Warehouse Inc	APP089746	2/7/2022	640023224	GP INDOOR-OPERATING SU	Cleaning and restroom suppli	882.80		
VEN001716	Runyon Equipment Rental	APP089747	2/7/2022	640023472	GP INDOOR-EQUIPMENT	Forklift	395.00		
VEN007357	A Classic Party Rental	APP089748	2/7/2022	640023349	GP INDOOR-SERVICES	Gaylor rental flooring adjustm	9,055.00		
VEN007357	A Classic Party Rental	APP089749	2/7/2022	640023349	GP INDOOR-SERVICES	CFP Chair Rental	278.75		
VEN008257	Ferguson Facilities Supply	APP089751	2/7/2022	640023224	GP INDOOR-OPERATING SU	Restroom supplies	504.88		
VEN002336	Citizens Westfield	APP089771	2/7/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	602.72		
VEN002336	Citizens Westfield	APP089771	2/7/2022	640023342	GP INDOOR-WAT AND SEW	GPEC	135.66		
VEN001858	Sunbelt Rentals	APP089926	2/8/2022	640023349	GP INDOOR-SERVICES	Matrax rental	51,886.88		
	Subtotal for Sport Campus Indoor Event Ctr						**106,510.40**		
Subtotal for Fund 640 Sports Campus Operating							**244,441.20**		
Fund No.	**Fund Name**								
701	**Payroll**								
	Clerk Treasurer								
VEN000163	Aul Retirement	APP089379	1/24/2022	701008931	PAYROLL-401A MATCHING-	Employee loan payoff	3,897.57	700001183	1/24/2022
VEN000163	Aul Retirement	APP089380	1/24/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	29,735.42	700001184	1/24/2022
VEN006224	Justin Jones	APP089387	1/24/2022	701008930	PAYROLL-INS. DED	Tobacco chg in error	100.00	17857	1/24/2022
VEN000008	77 Police and Fire Fund	APP089388	1/24/2022	701008133	PAYROLL-PERF	77 Fund	76,208.86	700001182	1/24/2022
VEN001550	PERF	APP089389	1/24/2022	701008133	PAYROLL-PERF	PERF	45,700.59	700001185	1/24/2022
VEN004836	Nationwide Retirement Solutions	APP089469	1/26/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	4,813.59	17858	1/26/2022
VEN010036	VSP Insurance	APP089488	1/27/2022	701008930	PAYROLL-INS. DED	Jan Vision	64.32	17859	1/27/2022

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. 701	**Fund Name: Payroll**								
Clerk Treasurer									
VEN001537	Payroll	APP089573	2/1/2022	701008110	PAYROLL-NET SALARIES	net sal	472,737.49	700001190	2/1/2022
VEN010036	VSP Insurance	APP089583	2/1/2022	701008930	PAYROLL-INS. DED	Feb Ins	64.32	17861	2/1/2022
VEN000534	Delta Dental	APP089586	2/1/2022	701008930	PAYROLL-INS. DED	Feb Ins	4,585.04	17860	2/1/2022
VEN002020	United Healthcare	APP089591	2/1/2022	701008930	PAYROLL-INS. DED	Feb Ins	16,247.92	700001192	2/1/2022
VEN000163	Aul Retirement	APP089593	2/1/2022	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	29,570.05	700001186	2/1/2022
VEN001390	MiSDU	APP089594	2/1/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	933.79	17865	2/1/2022
VEN009775	Clerk of Marion Circuit	APP089595	2/1/2022	701008142	PAYROLL-GARNISHMENT	Garnishment	138.46	17862	2/1/2022
VEN000948	IN Family and Social Services	APP089596	2/1/2022	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,706.00	700001187	2/1/2022
VEN001864	Supporting Heroes	APP089597	2/1/2022	701008991	PAYROLL-MISC	Supporting Heroes	88.54	17868	2/1/2022
VEN000703	Fire Fighters Credit Union	APP089598	2/1/2022	701008141	PAYROLL-UNION DUES	Union Dues	80.00	17864	2/1/2022
VEN000703	Fire Fighters Credit Union	APP089599	2/1/2022	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,018.98	17864	2/1/2022
VEN001736	Sam Peterson	APP089600	2/1/2022	701008930	PAYROLL-INS. DED	Reim LTD	42.54	17867	2/1/2022
VEN001686	Robert Dine	APP089601	2/1/2022	701008930	PAYROLL-INS. DED	Tobacco charge in error	200.00	17866	2/1/2022
VEN003131	Huntington Bank	APP089602	2/1/2022	701008131	PAYROLL-EMPLOYER'S FIC	FICA	40,592.33	700001191	2/1/2022
VEN003131	Huntington Bank	APP089602	2/1/2022	701008132	PAYROLL-EMPLOYER'S ME	Medicare	9,493.37	700001191	2/1/2022
VEN003131	Huntington Bank	APP089602	2/1/2022	701008921	PAYROLL-FEDERAL WITHH	Federal	60,180.62	700001191	2/1/2022
VEN003131	Huntington Bank	APP089602	2/1/2022	701008922	PAYROLL-EMPLOYEE FICA	FICA	40,592.30	700001191	2/1/2022
VEN003131	Huntington Bank	APP089602	2/1/2022	701008922	PAYROLL-EMPLOYEE FICA	Medicare	9,493.36	700001191	2/1/2022
VEN000959	Indiana Dept Of Revenue	APP089603	2/1/2022	701008923	PAYROLL-STATE WITHHOL	State	19,654.25	700001188	2/1/2022
VEN000959	Indiana Dept Of Revenue	APP089603	2/1/2022	701008923	PAYROLL-STATE WITHHOL	COIT	8,257.65	700001188	2/1/2022
VEN007701	DiMartino Associates	APP089604	2/1/2022	701008930	PAYROLL-INS. DED	Fire LTD	2,713.99	17863	2/1/2022
VEN004836	Nationwide Retirement Solutions	APP089605	2/1/2022	701008931	PAYROLL-401A MATCHING-		4,683.59	700001189	2/1/2022
VEN004479	Symetra Life Insurance	APP089610	2/1/2022	701008930	PAYROLL-INS. DED	Feb Ins	1,822.22	17869	2/1/2022
VEN005722	Aflac Premium Holding	APP089653	2/2/2022	701008930	PAYROLL-INS. DED	Feb Ins	2,660.04	17872	2/2/2022
VEN000058	AFLAC	APP089654	2/2/2022	701008930	PAYROLL-INS. DED	Feb Ins	5,293.20	17871	2/2/2022
VEN008973	Qaiumuzzaman Khan	APP089910	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched to base medic	49.53		
VEN002340	Rory Gentry	APP089911	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched to base medic	49.53		
VEN010109	Justin Austad	APP089912	2/8/2022	701008930	PAYROLL-INS. DED	Reim smoking charge	300.00		
VEN010034	Tyler Mitchell	APP089913	2/8/2022	701008930	PAYROLL-INS. DED	Reim for Aflac and Symetra	51.66		
VEN008978	Tony Tracy	APP089914	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched to base medic	49.53		
VEN008988	Charles Terry II	APP089915	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched base medical	49.53		
VEN005902	Tyler Hittle	APP089916	2/8/2022	701008930	PAYROLL-INS. DED	Reim LTD	10.59		

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. 701	**Fund Name: Payroll**								
Clerk Treasurer									
VEN001838	Steve Lamp	APP089917	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched to base medic	49.53		
VEN010110	Joshuah Sloma	APP089918	2/8/2022	701008930	PAYROLL-INS. DED	Reim LTD	11.91		
VEN008975	Ryan Moore	APP089919	2/8/2022	701008930	PAYROLL-INS. DED	Reim switched to base medic	49.53		
VEN009603	Christopher Nees	APP089920	2/8/2022	701008930	PAYROLL-INS. DED	Reim LTD Ins	11.91		
VEN010111	Fredrick Mathews	APP089921	2/8/2022	701008930	PAYROLL-INS. DED	Reim LTD	5.61		
Subtotal for Clerk Treasurer							**896,059.26**		
Subtotal for Fund 701 Payroll							**896,059.26**		
Fund No. 806	**Fund Name: UMR**								
Clerk Treasurer									
VEN010107	TrueScripts Management	APP089752	2/7/2022	806008119	UMR GROUP HEALTH	Truescripts	11,233.28		
VEN010107	TrueScripts Management	APP089753	2/7/2022	806008119	UMR GROUP HEALTH	Truescripts	19.35		
VEN010107	TrueScripts Management	APP089754	2/7/2022	806008119	UMR GROUP HEALTH	Truescripts	106.35		
VEN010107	TrueScripts Management	APP089755	2/7/2022	806008119	UMR GROUP HEALTH	Truescripts	1,581.51		
VEN010107	TrueScripts Management	APP089760	1/30/2022	806008119	UMR GROUP HEALTH	Truescripts	11,233.28	1000	1/31/2022
VEN010107	TrueScripts Management	APP089761	1/30/2022	806008119	UMR GROUP HEALTH	Truescripts	19.35	1001	1/31/2022
VEN010108	Ascension Medical Group	APP089762	1/30/2022	806008119	UMR GROUP HEALTH	Ascension medical	106.35	1002	1/31/2022
VEN010107	TrueScripts Management	APP089763	1/30/2022	806008119	UMR GROUP HEALTH	Truescripts	1,581.51	1003	1/31/2022
Subtotal for Clerk Treasurer							**25,880.98**		
Subtotal for Fund 806 UMR							**25,880.98**		
Fund No. 900	**Fund Name: Stormwater**								
Stormwater									
VEN010036	VSP Insurance	APP089487	1/27/2022	900016119	STORM-HEALTH/DENTAL	Jan vision	107.76	41588	1/27/2022
VEN001676	Riverview Hospital	APP089494	1/27/2022	900016119	STORM-HEALTH/DENTAL	Dec clinic hrs	653.39	41589	1/27/2022
VEN003987	Indiana Reclamation and Excavating	APP089555	1/31/2022	900016433	STORM-INFRASTRUCTURE	19 E 161st	993.28		
VEN001537	Payroll	APP089575	2/1/2022	900016111	STORM-SALARY	net	19,468.00	900000276	2/1/2022
VEN001537	Payroll	APP089575	2/1/2022	900016120	STORM-FICA/MEDICARE	fica	1,150.30	900000276	2/1/2022
VEN001537	Payroll	APP089575	2/1/2022	900016120	STORM-FICA/MEDICARE	med	269.05	900000276	2/1/2022
VEN001537	Payroll	APP089575	2/1/2022	900016121	STORM-PERF	perf	2,149.07	900000276	2/1/2022

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
900	Stormwater										
	Stormwater										
		VEN010036	VSP Insurance	APP089582	2/1/2022	900016119	STORM-HEALTH/DENTAL	Feb Ins	107.76	41591	2/1/2022
		VEN000534	Delta Dental	APP089585	2/1/2022	900016119	STORM-HEALTH/DENTAL	Feb Ins	319.88	41590	2/1/2022
		VEN002020	United Healthcare	APP089590	2/1/2022	900016119	STORM-HEALTH/DENTAL	Feb Ins	8,569.64	900000277	2/1/2022
		VEN004479	Symetra Life Insurance	APP089608	2/1/2022	900016119	STORM-HEALTH/DENTAL	Feb Ins	22.75	41593	2/1/2022
		VEN010042	Randy Lewandowski	APP089789	2/8/2022	900016370	STORMWATER-REFUND		11.37		
		VEN010043	Kathleen Tompkins	APP089790	2/8/2022	900016370	STORMWATER-REFUND		19.55		
		VEN010044	Randell Bruns	APP089791	2/8/2022	900016370	STORMWATER-REFUND		5.96		
		VEN010045	John Heathcote	APP089792	2/8/2022	900016370	STORMWATER-REFUND		13.57		
		VEN010045	John Heathcote	APP089792	2/8/2022	900016370	STORMWATER-REFUND		58.02		
		VEN010046	Marie Grove	APP089793	2/8/2022	900016370	STORMWATER-REFUND		20.66		
		VEN010047	Thomas Gruszka	APP089794	2/8/2022	900016370	STORMWATER-REFUND		13.57		
		VEN010048	Mrs Leah Jacobson	APP089795	2/8/2022	900016370	STORMWATER-REFUND		31.06		
		VEN010049	Jason Eldredge	APP089796	2/8/2022	900016370	STORMWATER-REFUND		11.26		
		VEN010050	Leo Darts	APP089797	2/8/2022	900016370	STORMWATER-REFUND		10.02		
		VEN010051	Simon Whittle	APP089798	2/8/2022	900016370	STORMWATER-REFUND		11.39		
		VEN010052	Lonnie Anderson	APP089799	2/8/2022	900016370	STORMWATER-REFUND		13.57		
		VEN010053	David and Janice Johnson	APP089800	2/8/2022	900016370	STORMWATER-REFUND		10.54		
		VEN010054	Brian McGinley	APP089801	2/8/2022	900016370	STORMWATER-REFUND		10.45		
		VEN010055	Tammy Warner	APP089802	2/8/2022	900016370	STORMWATER-REFUND		12.21		
		VEN010056	Margaret Giddings Castillo	APP089803	2/8/2022	900016370	STORMWATER-REFUND		11.51		
		VEN010057	Crystal Stokes	APP089804	2/8/2022	900016370	STORMWATER-REFUND		12.34		
		VEN010058	Greg Messick	APP089805	2/8/2022	900016370	STORMWATER-REFUND		12.48		
		VEN009200	John Boyd	APP089806	2/8/2022	900016370	STORMWATER-REFUND		43.17		
		VEN010059	Daniel Gregus	APP089807	2/8/2022	900016370	STORMWATER-REFUND		10.54		
		VEN010060	Carleen Riley Mercado	APP089808	2/8/2022	900016370	STORMWATER-REFUND		19.55		
		VEN010061	Roland Porst	APP089809	2/8/2022	900016370	STORMWATER-REFUND		11.79		
		VEN010070	Progress Residential Exchange Borrower	APP089810	2/8/2022	900016370	STORMWATER-REFUND		11.23		
		VEN010072	Progress Residential Borrower 5 LLC	APP089811	2/8/2022	900016370	STORMWATER-REFUND		11.23		
		VEN010072	Progress Residential Borrower 5 LLC	APP089812	2/8/2022	900016370	STORMWATER-REFUND		12.48		
		VEN010071	Diane White	APP089813	2/8/2022	900016370	STORMWATER-REFUND		11.26		
		VEN010073	Richard Giroux	APP089814	2/8/2022	900016370	STORMWATER-REFUND		11.09		
		VEN010073	Richard Giroux	APP089814	2/8/2022	900016370	STORMWATER-REFUND		52.74		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
900	Stormwater										
	Stormwater										
		VEN010074	David Ghormley	APP089815	2/8/2022	900016370	STORMWATER-REFUND		15.39		
		VEN010075	Aaron Stevens	APP089816	2/8/2022	900016370	STORMWATER-REFUND		14.01		
		VEN010076	Justine Dambrosio	APP089817	2/8/2022	900016370	STORMWATER-REFUND		11.09		
		VEN010077	David Pence	APP089818	2/8/2022	900016370	STORMWATER-REFUND		12.48		
		VEN010078	Jon Strahl	APP089819	2/8/2022	900016370	STORMWATER-REFUND		2.17		
		VEN010078	Jon Strahl	APP089819	2/8/2022	900016370	STORMWATER-REFUND		58.02		
		VEN010079	Leonardo Alfaro	APP089820	2/8/2022	900016370	STORMWATER-REFUND		13.70		
		VEN004898	CalAtlantic Homes of Indiana	APP089821	2/8/2022	900016370	STORMWATER-REFUND		475.05		
		VEN010106	Matthew Golitko	APP089822	2/8/2022	900016370	STORMWATER-REFUND		11.26		
		VEN010062	Aleeza Goggins	APP089823	2/8/2022	900016370	STORMWATER-REFUND		13.86		
		VEN010063	Bryant Tutterow	APP089824	2/8/2022	900016370	STORMWATER-REFUND		14.11		
		VEN010064	Craig and Kerry Dube	APP089825	2/8/2022	900016370	STORMWATER-REFUND		13.30		
		VEN008910	Quinn and Ali Shepherd	APP089826	2/8/2022	900016370	STORMWATER-REFUND		139.54		
		VEN010065	Adisa Zec	APP089827	2/8/2022	900016370	STORMWATER-REFUND		4.44		
		VEN010066	Pamela Francis	APP089828	2/8/2022	900016370	STORMWATER-REFUND		11.26		
		VEN005960	James Brown	APP089829	2/8/2022	900016370	STORMWATER-REFUND		13.97		
		VEN010067	Heather Lee	APP089830	2/8/2022	900016370	STORMWATER-REFUND		10.54		
		VEN010068	Sarah Short	APP089831	2/8/2022	900016370	STORMWATER-REFUND		7.76		
		VEN010069	Jamie L Weidner	APP089832	2/8/2022	900016370	STORMWATER-REFUND		1.76		
		VEN010069	Jamie L Weidner	APP089832	2/8/2022	900016370	STORMWATER-REFUND		110.42		
		VEN010080	Alfredo Grimaldo	APP089833	2/8/2022	900016370	STORMWATER-REFUND		11.94		
		VEN010080	Alfredo Grimaldo	APP089833	2/8/2022	900016370	STORMWATER-REFUND		52.74		
		VEN010081	Medhat Estephanous	APP089834	2/8/2022	900016370	STORMWATER-REFUND		12.62		
		VEN010082	Bart Churchward	APP089835	2/8/2022	900016370	STORMWATER-REFUND		13.43		
		VEN010082	Bart Churchward	APP089835	2/8/2022	900016370	STORMWATER-REFUND		129.14		
		VEN010083	Progress Residential 2015 3 Borrower L	APP089836	2/8/2022	900016370	STORMWATER-REFUND		11.23		
		VEN010084	James and Michelle Oger	APP089837	2/8/2022	900016370	STORMWATER-REFUND		11.39		
		VEN010085	Luis Scheker	APP089838	2/8/2022	900016370	STORMWATER-REFUND		19.14		
		VEN010085	Luis Scheker	APP089838	2/8/2022	900016370	STORMWATER-REFUND		42.72		
		VEN010086	Katie Meiser	APP089839	2/8/2022	900016370	STORMWATER-REFUND		13.57		
		VEN010087	Debra Balos	APP089840	2/8/2022	900016370	STORMWATER-REFUND		10.95		
		VEN010088	Tatum and Gray Goodman	APP089841	2/8/2022	900016370	STORMWATER-REFUND		10.45		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
900	**Stormwater**								
	Stormwater								
VEN010089	James Baker	APP089842	2/8/2022	900016370	STORMWATER-REFUND		12.34		
VEN010090	Jennifer Huntsman	APP089843	2/8/2022	900016370	STORMWATER-REFUND		12.75		
VEN010091	Nora Chisano Trustee of the Whole Enc	APP089844	2/8/2022	900016370	STORMWATER-REFUND		21.22		
VEN010092	Gisela Paez	APP089845	2/8/2022	900016370	STORMWATER-REFUND		13.73		
VEN010093	David Jordan	APP089846	2/8/2022	900016370	STORMWATER-REFUND		12.48		
VEN010094	P4 SFR Property Owner LLC	APP089847	2/8/2022	900016370	STORMWATER-REFUND		12.48		
VEN010095	Michael Siegel	APP089848	2/8/2022	900016370	STORMWATER-REFUND		10.54		
VEN010096	David Johnston	APP089849	2/8/2022	900016370	STORMWATER-REFUND		11.67		
VEN010097	Nicholas Rhodes	APP089850	2/8/2022	900016370	STORMWATER-REFUND		11.39		
VEN010098	Kayla Soule	APP089851	2/8/2022	900016370	STORMWATER-REFUND		12.48		
VEN010099	Jaime Cook	APP089852	2/8/2022	900016370	STORMWATER-REFUND		13.57		
VEN010100	Joan Malek	APP089853	2/8/2022	900016370	STORMWATER-REFUND		11.23		
VEN010103	Melissa Smoot	APP089854	2/8/2022	900016370	STORMWATER-REFUND		1,619.15		
VEN010102	Grise Home and Property Group LLC	APP089855	2/8/2022	900016370	STORMWATER-REFUND		9.98		
VEN010104	Ben and Rachel Cole	APP089856	2/8/2022	900016370	STORMWATER-REFUND		678.42		
VEN010105	Jeffrey H and Malissa L Kennedy	APP089857	2/8/2022	900016370	STORMWATER-REFUND		7,994.72		
VEN010101	Smooth Sailing 1 LLC	APP089861	2/8/2022	900016370	STORMWATER-REFUND		3.93		
	Subtotal for Stormwater						**46,051.02**		
Subtotal for Fund 900 Stormwater							**46,051.02**		
Fund No.	**Fund Name**								
950	**Trash**								
	Trash								
VEN001637	Ray's Trash Service	APP089578	2/1/2022	950017851	TRASH-RES QRTLY FEE CO	Jan collection	181,265.27		
VEN008448	Springbrook Holding LLC	APP089736	2/7/2022	950017371	TRASH-CREDIT CARD PRO	CivicPay Transaction fees	1,870.00		
VEN010042	Randy Lewandowski	APP089789	2/8/2022	950017370	TRASH-REFUND		2.73		
VEN010042	Randy Lewandowski	APP089789	2/8/2022	950017370	TRASH-REFUND		33.95		
VEN010043	Kathleen Tompkins	APP089790	2/8/2022	950017370	TRASH-REFUND		5.00		
VEN010043	Kathleen Tompkins	APP089790	2/8/2022	950017370	TRASH-REFUND		58.07		
VEN010044	Randell Bruns	APP089791	2/8/2022	950017370	TRASH-REFUND		1.73		
VEN010044	Randell Bruns	APP089791	2/8/2022	950017370	TRASH-REFUND		17.50		
VEN010045	John Heathcote	APP089792	2/8/2022	950017370	TRASH-REFUND		3.26		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
950	Trash										
	Trash										
		VEN010045	John Heathcote	APP089792	2/8/2022	950017370	TRASH-REFUND		40.50		
		VEN010046	Marie Grove	APP089793	2/8/2022	950017370	TRASH-REFUND		4.97		
		VEN010046	Marie Grove	APP089793	2/8/2022	950017370	TRASH-REFUND		61.69		
		VEN010047	Thomas Gruszka	APP089794	2/8/2022	950017370	TRASH-REFUND		3.26		
		VEN010047	Thomas Gruszka	APP089794	2/8/2022	950017370	TRASH-REFUND		40.50		
		VEN010048	Mrs Leah Jacobson	APP089795	2/8/2022	950017370	TRASH-REFUND		7.47		
		VEN010048	Mrs Leah Jacobson	APP089795	2/8/2022	950017370	TRASH-REFUND		92.74		
		VEN010049	Jason Eldredge	APP089796	2/8/2022	950017370	TRASH-REFUND		2.71		
		VEN010049	Jason Eldredge	APP089796	2/8/2022	950017370	TRASH-REFUND		33.62		
		VEN010050	Leo Darts	APP089797	2/8/2022	950017370	TRASH-REFUND		2.70		
		VEN010050	Leo Darts	APP089797	2/8/2022	950017370	TRASH-REFUND		29.64		
		VEN010051	Simon Whittle	APP089798	2/8/2022	950017370	TRASH-REFUND		2.74		
		VEN010051	Simon Whittle	APP089798	2/8/2022	950017370	TRASH-REFUND		34.02		
		VEN010052	Lonnie Anderson	APP089799	2/8/2022	950017370	TRASH-REFUND		3.26		
		VEN010052	Lonnie Anderson	APP089799	2/8/2022	950017370	TRASH-REFUND		40.50		
		VEN010053	David and Janice Johnson	APP089800	2/8/2022	950017370	TRASH-REFUND		2.53		
		VEN010053	David and Janice Johnson	APP089800	2/8/2022	950017370	TRASH-REFUND		31.46		
		VEN010054	Brian McGinley	APP089801	2/8/2022	950017370	TRASH-REFUND		2.51		
		VEN010054	Brian McGinley	APP089801	2/8/2022	950017370	TRASH-REFUND		31.19		
		VEN010055	Tammy Warner	APP089802	2/8/2022	950017370	TRASH-REFUND		2.93		
		VEN010055	Tammy Warner	APP089802	2/8/2022	950017370	TRASH-REFUND		36.45		
		VEN010056	Margaret Giddings Castillo	APP089803	2/8/2022	950017370	TRASH-REFUND		2.77		
		VEN010056	Margaret Giddings Castillo	APP089803	2/8/2022	950017370	TRASH-REFUND		34.36		
		VEN010057	Crystal Stokes	APP089804	2/8/2022	950017370	TRASH-REFUND		2.97		
		VEN010057	Crystal Stokes	APP089804	2/8/2022	950017370	TRASH-REFUND		36.85		
		VEN010058	Greg Messick	APP089805	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010058	Greg Messick	APP089805	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010059	Daniel Gregus	APP089807	2/8/2022	950017370	TRASH-REFUND		2.53		
		VEN010059	Daniel Gregus	APP089807	2/8/2022	950017370	TRASH-REFUND		31.46		
		VEN010060	Carleen Riley Mercado	APP089808	2/8/2022	950017370	TRASH-REFUND		4.70		
		VEN010060	Carleen Riley Mercado	APP089808	2/8/2022	950017370	TRASH-REFUND		58.38		
		VEN010061	Roland Porst	APP089809	2/8/2022	950017370	TRASH-REFUND		2.83		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
950	Trash										
	Trash										
		VEN010061	Roland Porst	APP089809	2/8/2022	950017370	TRASH-REFUND		35.19		
		VEN010070	Progress Residential Exchange Borrower	APP089810	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010070	Progress Residential Exchange Borrower	APP089810	2/8/2022	950017370	TRASH-REFUND		33.23		
		VEN010072	Progress Residential Borrower 5 LLC	APP089811	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010072	Progress Residential Borrower 5 LLC	APP089811	2/8/2022	950017370	TRASH-REFUND		33.23		
		VEN010072	Progress Residential Borrower 5 LLC	APP089812	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010072	Progress Residential Borrower 5 LLC	APP089812	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010071	Diane White	APP089813	2/8/2022	950017370	TRASH-REFUND		2.71		
		VEN010071	Diane White	APP089813	2/8/2022	950017370	TRASH-REFUND		33.62		
		VEN010073	Richard Giroux	APP089814	2/8/2022	950017370	TRASH-REFUND		2.67		
		VEN010073	Richard Giroux	APP089814	2/8/2022	950017370	TRASH-REFUND		33.12		
		VEN010074	David Ghormley	APP089815	2/8/2022	950017370	TRASH-REFUND		3.70		
		VEN010074	David Ghormley	APP089815	2/8/2022	950017370	TRASH-REFUND		45.95		
		VEN010075	Aaron Stevens	APP089816	2/8/2022	950017370	TRASH-REFUND		3.37		
		VEN010075	Aaron Stevens	APP089816	2/8/2022	950017370	TRASH-REFUND		41.81		
		VEN010077	David Pence	APP089818	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010077	David Pence	APP089818	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010078	Jon Strahl	APP089819	2/8/2022	950017370	TRASH-REFUND		0.52		
		VEN010078	Jon Strahl	APP089819	2/8/2022	950017370	TRASH-REFUND		6.48		
		VEN010079	Leonardo Alfaro	APP089820	2/8/2022	950017370	TRASH-REFUND		3.29		
		VEN010079	Leonardo Alfaro	APP089820	2/8/2022	950017370	TRASH-REFUND		40.90		
		VEN010106	Matthew Golitko	APP089822	2/8/2022	950017370	TRASH-REFUND		2.71		
		VEN010106	Matthew Golitko	APP089822	2/8/2022	950017370	TRASH-REFUND		33.62		
		VEN010062	Aleeza Goggins	APP089823	2/8/2022	950017370	TRASH-REFUND		3.63		
		VEN010062	Aleeza Goggins	APP089823	2/8/2022	950017370	TRASH-REFUND		41.10		
		VEN010063	Bryant Tutterow	APP089824	2/8/2022	950017370	TRASH-REFUND		3.39		
		VEN010063	Bryant Tutterow	APP089824	2/8/2022	950017370	TRASH-REFUND		42.12		
		VEN010064	Craig and Kerry Dube	APP089825	2/8/2022	950017370	TRASH-REFUND		3.20		
		VEN010064	Craig and Kerry Dube	APP089825	2/8/2022	950017370	TRASH-REFUND		39.69		
		VEN010065	Adisa Zec	APP089827	2/8/2022	950017370	TRASH-REFUND		1.07		
		VEN010065	Adisa Zec	APP089827	2/8/2022	950017370	TRASH-REFUND		13.25		
		VEN010066	Pamela Francis	APP089828	2/8/2022	950017370	TRASH-REFUND		2.71		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
950	Trash										
	Trash										
		VEN010066	Pamela Francis	APP089828	2/8/2022	950017370	TRASH-REFUND		33.62		
		VEN005960	James Brown	APP089829	2/8/2022	950017370	TRASH-REFUND		3.36		
		VEN005960	James Brown	APP089829	2/8/2022	950017370	TRASH-REFUND		41.72		
		VEN010067	Heather Lee	APP089830	2/8/2022	950017370	TRASH-REFUND		2.53		
		VEN010067	Heather Lee	APP089830	2/8/2022	950017370	TRASH-REFUND		31.46		
		VEN010068	Sarah Short	APP089831	2/8/2022	950017370	TRASH-REFUND		2.17		
		VEN010068	Sarah Short	APP089831	2/8/2022	950017370	TRASH-REFUND		22.88		
		VEN010069	Jamie L Weidner	APP089832	2/8/2022	950017370	TRASH-REFUND		0.42		
		VEN010069	Jamie L Weidner	APP089832	2/8/2022	950017370	TRASH-REFUND		5.26		
		VEN010080	Alfredo Grimaldo	APP089833	2/8/2022	950017370	TRASH-REFUND		2.87		
		VEN010080	Alfredo Grimaldo	APP089833	2/8/2022	950017370	TRASH-REFUND		35.64		
		VEN010081	Medhat Estephanous	APP089834	2/8/2022	950017370	TRASH-REFUND		3.03		
		VEN010081	Medhat Estephanous	APP089834	2/8/2022	950017370	TRASH-REFUND		37.67		
		VEN010082	Bart Churchward	APP089835	2/8/2022	950017370	TRASH-REFUND		3.23		
		VEN010082	Bart Churchward	APP089835	2/8/2022	950017370	TRASH-REFUND		40.10		
		VEN010083	Progress Residential 2015 3 Borrower L	APP089836	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010083	Progress Residential 2015 3 Borrower L	APP089836	2/8/2022	950017370	TRASH-REFUND		33.23		
		VEN010084	James and Michelle Oger	APP089837	2/8/2022	950017370	TRASH-REFUND		2.74		
		VEN010084	James and Michelle Oger	APP089837	2/8/2022	950017370	TRASH-REFUND		34.02		
		VEN010085	Luis Scheker	APP089838	2/8/2022	950017370	TRASH-REFUND		4.60		
		VEN010085	Luis Scheker	APP089838	2/8/2022	950017370	TRASH-REFUND		57.13		
		VEN010086	Katie Meiser	APP089839	2/8/2022	950017370	TRASH-REFUND		3.26		
		VEN010086	Katie Meiser	APP089839	2/8/2022	950017370	TRASH-REFUND		40.50		
		VEN010087	Debra Balos	APP089840	2/8/2022	950017370	TRASH-REFUND		2.63		
		VEN010087	Debra Balos	APP089840	2/8/2022	950017370	TRASH-REFUND		32.71		
		VEN010088	Tatum and Gray Goodman	APP089841	2/8/2022	950017370	TRASH-REFUND		2.51		
		VEN010088	Tatum and Gray Goodman	APP089841	2/8/2022	950017370	TRASH-REFUND		31.19		
		VEN010089	James Baker	APP089842	2/8/2022	950017370	TRASH-REFUND		2.97		
		VEN010089	James Baker	APP089842	2/8/2022	950017370	TRASH-REFUND		36.85		
		VEN010090	Jennifer Huntsman	APP089843	2/8/2022	950017370	TRASH-REFUND		3.07		
		VEN010090	Jennifer Huntsman	APP089843	2/8/2022	950017370	TRASH-REFUND		38.07		
		VEN010091	Nora Chisano Trustee of the Whole Enc	APP089844	2/8/2022	950017370	TRASH-REFUND		5.10		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
950	Trash										
	Trash										
		VEN010091	Nora Chisano Trustee of the Whole Enc	APP089844	2/8/2022	950017370	TRASH-REFUND		63.34		
		VEN010092	Gisela Paez	APP089845	2/8/2022	950017370	TRASH-REFUND		3.30		
		VEN010092	Gisela Paez	APP089845	2/8/2022	950017370	TRASH-REFUND		40.99		
		VEN010093	David Jordan	APP089846	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010093	David Jordan	APP089846	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010094	P4 SFR Property Owner LLC	APP089847	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010094	P4 SFR Property Owner LLC	APP089847	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010095	Michael Siegel	APP089848	2/8/2022	950017370	TRASH-REFUND		2.53		
		VEN010095	Michael Siegel	APP089848	2/8/2022	950017370	TRASH-REFUND		31.46		
		VEN010096	David Johnston	APP089849	2/8/2022	950017370	TRASH-REFUND		2.80		
		VEN010096	David Johnston	APP089849	2/8/2022	950017370	TRASH-REFUND		34.83		
		VEN010097	Nicholas Rhodes	APP089850	2/8/2022	950017370	TRASH-REFUND		2.74		
		VEN010097	Nicholas Rhodes	APP089850	2/8/2022	950017370	TRASH-REFUND		34.02		
		VEN010098	Kayla Soule	APP089851	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010098	Kayla Soule	APP089851	2/8/2022	950017370	TRASH-REFUND		37.26		
		VEN010099	Jaime Cook	APP089852	2/8/2022	950017370	TRASH-REFUND		3.26		
		VEN010099	Jaime Cook	APP089852	2/8/2022	950017370	TRASH-REFUND		40.50		
		VEN010100	Joan Malek	APP089853	2/8/2022	950017370	TRASH-REFUND		3.00		
		VEN010100	Joan Malek	APP089853	2/8/2022	950017370	TRASH-REFUND		33.23		
		VEN010102	Grise Home and Property Group LLC	APP089855	2/8/2022	950017370	TRASH-REFUND		2.70		
		VEN010102	Grise Home and Property Group LLC	APP089855	2/8/2022	950017370	TRASH-REFUND		29.50		
		VEN010101	Smooth Sailing 1 LLC	APP089861	2/8/2022	950017370	TRASH-REFUND		0.95		
		VEN010101	Smooth Sailing 1 LLC	APP089861	2/8/2022	950017370	TRASH-REFUND		11.74		
	Subtotal for Trash								**185,636.02**		
Subtotal for Fund 950 Trash									**185,636.02**		
Posted Invoices Total									**3,810,197.88**		

Report Date Range:

Un-Posted Invoices

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No.	**Fund Name**							
101	**General**							
	Communications							
VEN006766	Meltwater News US	API0005369	2/2/2022	101020331	Comm- Consult	Comm-Consult	3,500.00	Approval Pending
	Subtotal for Communications						**3,500.00**	
	Human Resources							
VEN000345	Cave and Company Printing	API0005367	2/1/2022	101022347	HR- Promotions	HR-Promotions	99.38	Approval Pending
	Subtotal for Human Resources						**99.38**	
Subtotal by Fund 101 General							**3,599.38**	
Un-Posted Invoices Total							**3,599.38**	

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	**Fund Name**						
101	**General**						
	Administration						
VEN001881	Taft Stettinius and Hollister	ACP002342	1/30/2022	101001330	Adm-Attorney/Consultant	Adm-Attorney/Consultant	40,102.00
VEN001881	Taft Stettinius and Hollister	ACP002343	1/30/2022	101001330	Adm-Attorney/Consultant	Adm-Attorney/Consultant	16,999.05
	Subtotal for						**57,101.05**
Subtotal by Fund 101 General							**57,101.05**
Fund No.	**Fund Name**						
806	**UMR**						
	Clerk Treasurer						
VEN010107	TrueScripts Management	ACP002352	2/7/2022	806008119	UMR Group Health	UMR Group Health	1,581.51
VEN010107	TrueScripts Management	ACP002353	2/7/2022	806008119	UMR Group Health	UMR Group Health	106.35
VEN010107	TrueScripts Management	ACP002354	2/7/2022	806008119	UMR Group Health	UMR Group Health	19.35
VEN010107	TrueScripts Management	ACP002355	2/7/2022	806008119	UMR Group Health	UMR Group Health	11,233.28
	Subtotal for						**12,940.49**
Subtotal by Fund 806 UMR							**12,940.49**
Credit Memo Total							**70,041.54**

Purchase Card Register
City of Westfield

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		581498312	RARE HOSPITALTY INTL INC	GJPCARD0083580	2/2/2022	101002224	Police-Operating Supplies	TRAVEL TO PICK UP NE	39.61		
		465339406	BORSHA INC LLC	GJPCARD0083592	2/2/2022	101002347	Police-Promotions	MEETING WITH SCHOOL	42.35		
		820544687	AMAZON.COM, INC.	GJPCARD0083602	2/2/2022	101002224	Police-Operating Supplies	BANKERS BOXES LABLE	24.99		
		202936165	AMAZON.COM, INC.	GJPCARD0083605	2/2/2022	101002224	Police-Operating Supplies	BANKERS BOXES	26.71		
		202936165	AMAZON.COM, INC.	GJPCARD0083606	2/2/2022	101002224	Police-Operating Supplies	BUNGEE CORDS	78.04		
		820544687	AMAZON.COM, INC.	GJPCARD0083611	2/2/2022	101002229	Police-Uniforms	CONCEALMENT PADDLE	43.47		
		522261790	THOMSON REUTERS U.S. LLC	GJPCARD0083612	2/2/2022	101002350	Police-Subscriptions/Dues	MONTHLY STTEMENT	736.45		
		820544687	AMAZON.COM, INC.	GJPCARD0083635	2/2/2022	101002229	Police-Uniforms	CONCEALMENT PADDLE	86.94		
		530227813	INTERNATIONAL ASSOCIATIO	GJPCARD0083643	2/2/2022	101002350	Police-Subscriptions/Dues	MEMBERSHIP DUES-JOR	190.00		
		384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0083654	2/2/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	61.95		
		820544687	AMAZON.COM, INC.	GJPCARD0083672	2/2/2022	101002223	Police-Office Supplies	LABEL MAKER AND TAPE	59.97		
		VEN000686	FBI NATIONAL ACADEMY ASSO	GJPCARD0083679	2/2/2022	101002350	Police-Subscriptions/Dues	FBINAA NATIONAL DUES	105.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083680	2/2/2022	101002229	Police-Uniforms	BLACKHAWK HOLSTERS	77.06		
		852055324	THAI DELIGHT RESTAURANT L	GJPCARD0083689	2/2/2022	101002347	Police-Promotions	CHIEF MEETING	28.96		
		VEN000686	FBI NATIONAL ACADEMY ASSO	GJPCARD0083698	2/2/2022	101002229	Police-Uniforms	FBI ACADEMY SESSION	48.00		
		820544687	AMAZON.COM, INC.	GJPCARD0083700	2/2/2022	101002224	Police-Operating Supplies	TRASH BAGS	66.74		
		202936165	AMAZON.COM, INC.	GJPCARD0083709	2/2/2022	101002229	Police-Uniforms	BOOTS, BELT HOOKS, P	214.99		
		611443499	5.11 INC	GJPCARD0083711	2/2/2022	101002472	Police-Equipment	2 BANGER BANGS - NEW	300.00		
		VEN000686	FBI NATIONAL ACADEMY ASSO	GJPCARD0083713	2/2/2022	101002350	Police-Subscriptions/Dues	FBINAA NATIONAL DUES	105.00		
		VEN000252	BOB FOOD MART	GJPCARD0083720	2/2/2022	101002226	Police-Vehicle Gas/Supplies	GAS FOR TRAVEL TO TR	42.27		
		VEN001820	SQUARE, INC.	GJPCARD0083721	2/2/2022	101002347	Police-Promotions	LUNCH WITH CHAPLAIN	27.79		
		VEN000672	EXXONMOBIL OIL CORPORATIO	GJPCARD0083723	2/2/2022	101002226	Police-Vehicle Gas/Supplies	GAS FOR TRAVEL TO TR	46.57		
		VEN000672	EXXONMOBIL OIL CORPORATIO	GJPCARD0083724	2/2/2022	101002226	Police-Vehicle Gas/Supplies	GAS FOR TRAVEL TO TR	41.67		
		202936165	AMAZON.COM, INC.	GJPCARD0083725	2/2/2022	101002229	Police-Uniforms	UNIFORM NAME TAPE-E	12.53		
		989898989	GALLS LLC	GJPCARD0083726	2/2/2022	101002229	Police-Uniforms	DEFENDER SHIRT/PANT	462.20		
		770430924	PAYPAL	GJPCARD0083731	2/2/2022	101002334	Police-Travel/Training/Semina	INDIANA CASE LAW THA	175.00		
		474250697	BLUE ALPHA GEAR LLC	GJPCARD0083732	2/2/2022	101002229	Police-Uniforms	EDC BELT-JORDAN	69.97		
		341953155	PILOT CORPORATION	GJPCARD0083739	2/2/2022	101002226	Police-Vehicle Gas/Supplies	GAS FOR TRAVEL TO TR	39.67		
		550686396	BFS FOODS INC	GJPCARD0083740	2/2/2022	101002226	Police-Vehicle Gas/Supplies	GAS FOR TRAVEL TO TR	42.32		
		VEN010041	RGS MEDIA	GJPCARD0083742	2/2/2022	101002229	Police-Uniforms	FLASH BANG HOLDER-E	26.09		
		592044869	SAFARILAND, LLC	GJPCARD0083744	2/2/2022	101002229	Police-Uniforms	SINGLE STRAP LEG SHR	84.52		
		VEN006898	Supply Warehouse Inc	GJPCARD0083757	2/2/2022	101002224	Police-Operating Supplies	BATHROOM TISSUE, BA	517.32		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		VEN000090	AMERICAN AIRLINES	GJPCARD0083763	2/2/2022	101002334	Police-Travel/Training/Semina	REFUND FOR FLIGHT D	-422.79		
		541468675	MCCS	GJPCARD0083764	2/2/2022	101002229	Police-Uniforms	CLOTHING FOR FBI ACA	217.94		
		202936165	AMAZON.COM, INC.	GJPCARD0083770	2/2/2022	101002224	Police-Operating Supplies	NITRILE GLOVES	233.31		
		820544687	AMAZON.COM, INC.	GJPCARD0083780	2/2/2022	101002223	Police-Office Supplies	DVD'S	76.72		
		VEN007922	Kroger Limited Partnership	GJPCARD0083785	2/2/2022	101002224	Police-Operating Supplies	COURT CASE PREP	17.31		
		202936165	AMAZON.COM, INC.	GJPCARD0083791	2/2/2022	101002229	Police-Uniforms	BLACKHAWK HOLSTER	37.79		
		541468675	MCCS	GJPCARD0083803	2/2/2022	101002229	Police-Uniforms	CLOTHING FOR FBI ACA	101.03		
		541468675	MCCS	GJPCARD0083804	2/2/2022	101002229	Police-Uniforms	CLOTHING FOR FBI ACA	299.96		
		541468675	MCCS	GJPCARD0083807	2/2/2022	101002229	Police-Uniforms	RETURNED CLOTHING F	-32.04		
		202936165	AMAZON.COM, INC.	GJPCARD0083812	2/2/2022	101002224	Police-Operating Supplies	FLASH DRIVES	53.94		
		VEN000672	EXXONMOBIL OIL CORPORATIO	GJPCARD0083813	2/2/2022	101002226	Police-Vehicle Gas/Supplies	TRAVEL FOR TRAINING-	34.48		
		VEN000679	FAHD AMOCO INC	GJPCARD0083826	2/2/2022	101002226	Police-Vehicle Gas/Supplies	TRAVEL FOR TRAINING-	41.41		
		231743283	BFS FOODS #41	GJPCARD0083827	2/2/2022	101002226	Police-Vehicle Gas/Supplies	TRAVEL TO TRAINING-G	29.79		
		VEN001983	Tractor Supply Company	GJPCARD0083838	2/2/2022	101002355	Police-K-9 Maint	DOG FOOD	89.98		
		VEN001128	John E. Reid And Assoc	GJPCARD0083841	2/2/2022	101002334	Police-Travel/Training/Semina	REID INTERVIEW COURS	2,850.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083863	2/2/2022	101002360	Police-Vehicle Repair	CAR BATTERY TESTER	130.97		
		384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0083872	2/2/2022	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	61.95		
	Subtotal for Police								**7,745.90**		
	Economic and Community Development										
		202936165	AMAZON.COM, INC.	GJPCARD0083587	2/2/2022	101003223	ECD-Office Supplies	AMAZON_7105829-PUMP	5.97		
		202936165	AMAZON.COM, INC.	GJPCARD0083588	2/2/2022	101003223	ECD-Office Supplies	AMAZON_0656219-SCRE	8.86		
		202936165	AMAZON.COM, INC.	GJPCARD0083590	2/2/2022	101003223	ECD-Office Supplies	AMAZON_2133854-PHON	64.03		
		202936165	AMAZON.COM, INC.	GJPCARD0083613	2/2/2022	101003223	ECD-Office Supplies	AMAZON_7774641_OFFI	33.25		
		202936165	AMAZON.COM, INC.	GJPCARD0083618	2/2/2022	101003223	ECD-Office Supplies	OFFICE SUPPLY_620265	50.82		
		202936165	AMAZON.COM, INC.	GJPCARD0083619	2/2/2022	101003223	ECD-Office Supplies	OFFICESUPPLY-STANDI	106.82		
		770510487	PAYPAL	GJPCARD0083645	2/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	28.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083646	2/2/2022	101003223	ECD-Office Supplies	AMAZON_0656219_185.9	185.94		
		770510487	PAYPAL	GJPCARD0083704	2/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	5.60		
		770510487	PAYPAL	GJPCARD0083779	2/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	30.80		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0083805	2/2/2022	101003310	ECD-Planning Consulting	INNOVATIVE_PLANNING.	755.92		
		820544687	AMAZON.COM, INC.	GJPCARD0083842	2/2/2022	101003223	ECD-Office Supplies	AMAZON_114-7055457-92	69.52		
		VEN001337	Menards	GJPCARD0083850	2/2/2022	101003223	ECD-Office Supplies	MENARDS 3797 70.42 CC	70.42		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
		Economic and Community Development									
		VEN001983	Tractor Supply Company	GJPCARD0083858	2/2/2022	101003223	ECD-Office Supplies	TRACTOR SUPPLY 79987	218.98		
		310746639	DSW INC.	GJPCARD0083861	2/2/2022	101003223	ECD-Office Supplies	DSW 29210 124.99 CC W	124.99		
		770510487	PAYPAL	GJPCARD0083877	2/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	14.93		
		770510487	PAYPAL	GJPCARD0083878	2/2/2022	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	14.47		
		Subtotal for Economic and Community Development							**1,789.32**		
		Parks									
		262104214	WIX.COM LUXEMBOURG SARL	GJPCARD0083663	2/2/2022	101005350	Parks-Subscption/Dues	BOOM FORM APPLICATI	47.88		
		331066990	WELCOMEMAT SERVICES INC	GJPCARD0083664	2/2/2022	101005350	Parks-Subscption/Dues	WELCOMEMAT - MONTH	115.29		
		202936165	AMAZON.COM, INC.	GJPCARD0083728	2/2/2022	101005347	Parks-Promotion	SIGN FRAME	203.99		
		202936165	AMAZON.COM, INC.	GJPCARD0083745	2/2/2022	101005223	Parks-Office Supplies	SUPPLIES FOR GJP	5.40		
		550871115	SKYLARK PRODUCTIONS, INC	GJPCARD0083760	2/2/2022	101005350	Parks-Subscption/Dues	SIGNUP GENIUS - YEARL	107.89		
		820544687	AMAZON.COM, INC.	GJPCARD0083768	2/2/2022	101005223	Parks-Office Supplies	OFFICE SUPPLIES	11.37		
		471279850	WOLFIES GRILL WESTFIELD L	GJPCARD0083792	2/2/2022	101005347	Parks-Promotion	LUNCH MTG: KARNOLD,	66.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083828	2/2/2022	101005223	Parks-Office Supplies	AMAZON OFFICE SUPPLI	38.50		
		460707085	BLOOMERANG LLC	GJPCARD0083847	2/2/2022	101005350	Parks-Subscption/Dues	BLOOMERANG - MONTH	10.00		
		460707085	BLOOMERANG LLC	GJPCARD0083870	2/2/2022	101005350	Parks-Subscption/Dues	BLOOMERANG - ANNUAL	1,188.00		
		VEN006898	Supply Warehouse Inc	GJPCARD0083887	2/2/2022	101005223	Parks-Office Supplies	Parks-Office Supplies	247.62		
		VEN009226	FERGUSON ENT	GJPCARD0083888	2/2/2022	101005223	Parks-Office Supplies	Parks-Office Supplies	-350.85		
		VEN003173	AMAZON MKTPLACE	GJPCARD0083889	2/2/2022	101005223	Parks-Office Supplies	Parks-Office Supplies	79.98		
		Subtotal for Parks							**1,771.07**		
		Informatics									
		202936165	AMAZON.COM, INC.	GJPCARD0083572	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	51.19		
		271921376	BRIDGEWATER PANCAKES INC	GJPCARD0083584	2/2/2022	101007347	IT-Promotion	MEETING WITH M JOHN	33.83		
		825311431	SLASHDEVSLASHFINANCE INC	GJPCARD0083595	2/2/2022	101007389	IT-Software Licensing	WEB FILTER.	220.00		
		820544687	AMAZON.COM, INC.	GJPCARD0083596	2/2/2022	101007451	IT-Computer/Equip	BATTERIES	39.95		
		820544687	AMAZON.COM, INC.	GJPCARD0083597	2/2/2022	101007451	IT-Computer/Equip	BATTERIES	52.21		
		VEN005135	FP Mailing Solutions	GJPCARD0083609	2/2/2022	101007349	IT-Services	IT-Services	1,035.00		
		VEN005135	FP Mailing Solutions	GJPCARD0083610	2/2/2022	101007349	IT-Services	IT-Services	1,035.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083623	2/2/2022	101007451	IT-Computer/Equip	FIBER CABLES	73.96		
		202936165	AMAZON.COM, INC.	GJPCARD0083625	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	53.69		
		VEN000718	FORMSPRING LLC	GJPCARD0083626	2/2/2022	101007349	IT-Services	IT-Services	105.93		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Informatics										
		814468532	PKA LLC	GJPCARD0083639	2/2/2022	101007347	IT-Promotion	DRINKS FOR WORKING	4.36		
		820544687	AMAZON.COM, INC.	GJPCARD0083648	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	76.45		
		202936165	AMAZON.COM, INC.	GJPCARD0083649	2/2/2022	101007451	IT-Computer/Equip	FIBER LIGHT SENSOR	55.78		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0083651	2/2/2022	101007389	IT-Software Licensing	CITY INFORMATION DAS	3,141.00		
		820544687	AMAZON.COM, INC.	GJPCARD0083652	2/2/2022	101007451	IT-Computer/Equip	RACK BLANKING PANEL	218.76		
		202936165	AMAZON.COM, INC.	GJPCARD0083655	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	131.47		
		611648780	ZOOM VIDEO COMMUNICATIONS	GJPCARD0083673	2/2/2022	101007389	IT-Software Licensing	CITY BACKUP VIRTUAL C	140.00		
		820544687	AMAZON.COM, INC.	GJPCARD0083674	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	54.77		
		202936165	AMAZON.COM, INC.	GJPCARD0083676	2/2/2022	101007451	IT-Computer/Equip	LIGHT PEN.	24.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083677	2/2/2022	101007451	IT-Computer/Equip	RACK BLANKING PANEL	98.02		
		202936165	AMAZON.COM, INC.	GJPCARD0083678	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	204.49		
		820544687	AMAZON.COM, INC.	GJPCARD0083692	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	178.25		
		202936165	AMAZON.COM, INC.	GJPCARD0083693	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	186.68		
		202936165	AMAZON.COM, INC.	GJPCARD0083695	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	54.68		
		161687235	MEIJER GREAT LAKES LIMITE	GJPCARD0083705	2/2/2022	101007347	IT-Promotion	IT-Promotion	42.76		
		820544687	AMAZON.COM, INC.	GJPCARD0083715	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	39.95		
		202936165	AMAZON.COM, INC.	GJPCARD0083716	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	70.68		
		860850417	GODADDY.COM LLC	GJPCARD0083717	2/2/2022	101007349	IT-Services	IT-Services	86.04		
		843871927	LOS AGAVE	GJPCARD0083737	2/2/2022	101007347	IT-Promotion	GAYLOR TRADESHOW N	64.33		
		202936165	AMAZON.COM, INC.	GJPCARD0083766	2/2/2022	101007451	IT-Computer/Equip	GJP BATTERY BACKUP	1,809.48		
		820544687	AMAZON.COM, INC.	GJPCARD0083776	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	178.25		
		202936165	AMAZON.COM, INC.	GJPCARD0083781	2/2/2022	101007451	IT-Computer/Equip	GJP BATTERY BACKUPS	4,259.88		
		301074923	FS COM INC	GJPCARD0083782	2/2/2022	101007451	IT-Computer/Equip	GJP FIBER CABLES	209.72		
		752303920	TYLER TECHNOLOGIES	GJPCARD0083783	2/2/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT CONF	1,099.00		
		752303920	TYLER TECHNOLOGIES	GJPCARD0083784	2/2/2022	101007334	IT-Travel/Training/Seminars	TYLER CONNECT 2022 C	1,099.00		
		860850417	GODADDY.COM LLC	GJPCARD0083796	2/2/2022	101007349	IT-Services	IT-Services	47.15		
		202936165	AMAZON.COM, INC.	GJPCARD0083801	2/2/2022	101007451	IT-Computer/Equip	REPLACEMENT BLUETO	77.59		
		202936165	AMAZON.COM, INC.	GJPCARD0083809	2/2/2022	101007451	IT-Computer/Equip	DESKTOP POWER STRIP	96.60		
		820544687	AMAZON.COM, INC.	GJPCARD0083810	2/2/2022	101007223	IT-Office Supplies	OFFICE SUPPLIES	83.43		
		820544687	AMAZON.COM, INC.	GJPCARD0083811	2/2/2022	101007224	IT-Operating Supplies	IT-Operating Supplies	149.90		
		202936165	AMAZON.COM, INC.	GJPCARD0083819	2/2/2022	101007451	IT-Computer/Equip	DVR SOLID STATE DRIV	470.77		
		202936165	AMAZON.COM, INC.	GJPCARD0083855	2/2/2022	101007451	IT-Computer/Equip	SOLID STATE DRIVES AN	797.00		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Informatics										
		301074923	FS COM INC	GJPCARD0083857	2/2/2022	101007451	IT-Computer/Equip	GJP FIBER MODULES	410.88		
		843871927	LOS AGAVE	GJPCARD0083873	2/2/2022	101007347	IT-Promotion	GAYLOR TRADESHOW N	59.05		
		VEN003379	LIQUIDFILES	GJPCARD0083880	2/2/2022	101007389	IT-Software Licensing	ANNUAL FTP SOFTWAR	329.00		
		260097223	TIGGEE,LLC	GJPCARD0083881	2/2/2022	101007389	IT-Software Licensing	PUBLIC DNS	8.96		
		020809769	HULU, LLC	GJPCARD0083882	2/2/2022	101007349	IT-Services	WPDJANTVSERVICES (C	85.98		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0083886	2/2/2022	101007349	IT-Services	IT-Services	5,467.50		
	Subtotal for Informatics								**24,312.37**		
	Clerk Treasurer										
		472533914	RPM PIZZA MIDWEST LLC	GJPCARD0083624	2/2/2022	101008347	CT-Promotions	CT WORKING LUNCH	85.22		
		VEN001883	Target Corporation	GJPCARD0083638	2/2/2022	101008223	CT-Office Supplies	HEATER	38.51		
		VEN001261	LOS TOROS MEXICAN RESTAU	GJPCARD0083814	2/2/2022	101008347	CT-Promotions	CT STAFF LUNCH MEETI	118.02		
	Subtotal for Clerk Treasurer								**241.75**		
	Mayor										
		465339406	BORSHA INC LLC	GJPCARD0083647	2/2/2022	101009347	Mayor-Promotions	Mayor-Promotions	40.93		
		831016798	TOAST INC	GJPCARD0083765	2/2/2022	101009347	Mayor-Promotions	Mayor-Promotions	140.44		
	Subtotal for Mayor								**181.37**		
	Public Works										
		560748358	LOWES COMPANIES, INC.	GJPCARD0083589	2/2/2022	101013224	PW-Operating Supplies	TOOLS FOR GRAND JUN	86.90		
		844358693	CARMEL DONUTS INC	GJPCARD0083615	2/2/2022	101013347	PW-Promotions	DONUTS FOR WPWD ST	35.97		
		VEN001983	Tractor Supply Company	GJPCARD0083616	2/2/2022	101013229	PW-Uniforms	CISCO'S WORK PANTS	29.99		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0083632	2/2/2022	101013343	PW-Bldg Maint	GRAND JUNCTION MONI	295.00		
		VEN001337	Menards	GJPCARD0083668	2/2/2022	101013343	PW-Bldg Maint	REPAIRS TO CITY OWNE	119.29		
		560748358	LOWES COMPANIES, INC.	GJPCARD0083684	2/2/2022	101013343	PW-Bldg Maint	REPAIRS TO CITY OWNE	432.85		
		440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083685	2/2/2022	101013224	PW-Operating Supplies	INV. #4333-499701 LUBRI	26.68		
		844332073	WESTFIELD ACE, LLC	GJPCARD0083686	2/2/2022	101013224	PW-Operating Supplies	PAINTERS TAPE	12.58		
		953750807	FALLLINE CORPORATION	GJPCARD0083696	2/2/2022	101013472	PW-Equipment	INV. #I214008; POLY CUT	386.00		
		262531220	CUSTARD KINGS INC	GJPCARD0083719	2/2/2022	101013347	PW-Promotions	LUNCH FOR JUSTIN AND	27.88		
		VEN006898	Supply Warehouse Inc	GJPCARD0083730	2/2/2022	101013224	PW-Operating Supplies	INV. #597406 BUILDING S	178.82		
		261081729	BOOT BARN, INC	GJPCARD0083733	2/2/2022	101013229	PW-Uniforms	PADDACK'S 2022 WORK	90.94		
		VEN008108	Kimball Midwest	GJPCARD0083741	2/2/2022	101013224	PW-Operating Supplies	INV. #9536049 BACKORD	11.00		
		VEN001337	Menards	GJPCARD0083750	2/2/2022	101013343	PW-Bldg Maint	REPAIRS TO CITY OWNE	121.92		
		VEN001337	Menards	GJPCARD0083751	2/2/2022	101013343	PW-Bldg Maint	CITY HALL MAILBOX	39.99		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Public Works										
		VEN007500	BAMWX LLC	GJPCARD0083755	2/2/2022	101013350	PW-Subs/Dues	BAM WEATHER SERVICE	810.00		
		261081729	BOOT BARN, INC	GJPCARD0083761	2/2/2022	101013229	PW-Uniforms	AUSTIN'S 2022 WORK B	150.00		
		261081729	BOOT BARN, INC	GJPCARD0083762	2/2/2022	101013229	PW-Uniforms	PADDACKS' WORK HAT	14.44		
		VEN001337	Menards	GJPCARD0083771	2/2/2022	101013343	PW-Bldg Maint	REPAIRS TO CITY OWNE	79.60		
		VEN000384	CHICK-FIL-A CORP	GJPCARD0083778	2/2/2022	101013347	PW-Promotions	LUNCH FOR NATHAN PF	21.34		
		202936165	AMAZON.COM, INC.	GJPCARD0083815	2/2/2022	101013451	PW-Computer Equipment	IPAD CASE WITH WIREL	39.99		
		842937741	EL SMITH INVESTMENTS INC	GJPCARD0083824	2/2/2022	101013229	PW-Uniforms	BOOTS FOR JUSTIN	150.00		
		842937741	EL SMITH INVESTMENTS INC	GJPCARD0083825	2/2/2022	101013229	PW-Uniforms	BOOTS FOR DANNY SUT	150.00		
		560748358	LOWES COMPANIES, INC.	GJPCARD0083834	2/2/2022	101013343	PW-Bldg Maint	REPAIRS TO CITY OWNE	364.30		
		953750807	FALLLINE CORPORATION	GJPCARD0083835	2/2/2022	101013472	PW-Equipment	INV. #I213636 CUTTING E	1,189.38		
		VEN008108	Kimball Midwest	GJPCARD0083836	2/2/2022	101013224	PW-Operating Supplies	INV. #9519233 RESTOCK	27.00		
		560748358	LOWES COMPANIES, INC.	GJPCARD0083848	2/2/2022	101013224	PW-Operating Supplies	BOLT CUTTERS FOR PA	29.98		
		VEN001983	Tractor Supply Company	GJPCARD0083849	2/2/2022	101013229	PW-Uniforms	BOOTS FOR NATE.	127.99		
		VEN001983	Tractor Supply Company	GJPCARD0083853	2/2/2022	101013229	PW-Uniforms	BOOTS FOR JON	127.99		
		VEN008108	Kimball Midwest	GJPCARD0083864	2/2/2022	101013472	PW-Equipment	INV. #9506430 CUTTING	149.90		
		VEN000733	Freije Engineered Solutions Co	GJPCARD0083866	2/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	443.35		
		VEN000733	Freije Engineered Solutions Co	GJPCARD0083868	2/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	726.00		
		VEN000733	Freije Engineered Solutions Co	GJPCARD0083869	2/2/2022	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS -	512.05		
		042896127	STAPLES INC	GJPCARD0083871	2/2/2022	101013223	PW-Office Supplies	OFFICE SUPPLIES, INCL	122.90		
		VEN008967	J and F Distributing Co	GJPCARD0083890	2/2/2022	101013224	PW-Operating Supplies	PW-Operating Supplies	58.04		
		VEN010038	GRINDSTONE	GJPCARD0083891	2/2/2022	101013347	PW-Promotions	PW-Promotions	34.34		
	Subtotal for Public Works								**7,224.40**		
	Communications										
		582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0083633	2/2/2022	101020347	Comm-Promotions	MAILCHIMP ACCOUNT F	52.99		
		273142461	DISAREA LLC	GJPCARD0083753	2/2/2022	101020350	Comm-Dues membership	MONTHLY RECURRING	64.00		
		582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0083874	2/2/2022	101020347	Comm-Promotions	MAILCHIMP ACCOUNT F	52.99		
	Subtotal for Communications								**169.98**		
	Customer Service										
		VEN000946	IN BMV VEHICLE SER	GJPCARD0083634	2/2/2022	101021340	Customer Serv-Official Bond	NOTARY APPLICATION -	75.00		
		VEN000946	IN BMV VEHICLE SER	GJPCARD0083683	2/2/2022	101021340	Customer Serv-Official Bond	NOTARY: RACHELLE FR	16.32		
		260746511	CAVE CO. PRINTING	GJPCARD0083790	2/2/2022	101021337	Customer Serv-Printing	BUSINESS CARDS - RAC	46.21		
	Subtotal for Customer Service								**137.53**		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
101	**General**								
	Human Resources								
351759519	HR INDIANA SHRM	GJPCARD0083578	2/2/2022	101022334	HR- Training	2022 INDY SHRM CONFE	545.00		
351759519	HR INDIANA SHRM	GJPCARD0083579	2/2/2022	101022347	HR- Promotions	2022 INDY SHRM CONFE	545.00		
VEN001805	Society For Human Resource Mgmt	GJPCARD0083581	2/2/2022	101022347	HR- Promotions	2022 NATIONAL SHRM M	219.00		
	Subtotal for Human Resources						**1,309.00**		
Subtotal for Fund 101 General							**44,882.69**		
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0083585	2/2/2022	201013360	MVH-Vehicle Repair	ALL TERRAIN TIRES FOR	1,132.96		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083591	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-100796 BRAK	-90.00		
VEN000657	Esler's Auto Repair	GJPCARD0083604	2/2/2022	201013360	MVH-Vehicle Repair	INV. #117513 REPAIRS T	1,603.61		
202936165	AMAZON.COM, INC.	GJPCARD0083608	2/2/2022	201013345	MVH-Equip Repair	HEAD LAMPS/PLOW LIG	95.98		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083620	2/2/2022	201013360	MVH-Vehicle Repair	NEW WIPER BLADES AN	86.79		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083622	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-100375 REAR	442.84		
202936165	AMAZON.COM, INC.	GJPCARD0083640	2/2/2022	201013472	MVH-Equip	LAPEL MICS FOR THE HA	199.44		
VEN000946	IN BMV VEHICLE SER	GJPCARD0083642	2/2/2022	201013360	MVH-Vehicle Repair	PLATE FOR NEW TRUCK	15.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083665	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-499832 SERVI	84.99		
311101497	TIRE DISCOUNTERS INC	GJPCARD0083669	2/2/2022	201013360	MVH-Vehicle Repair	TIRE ALIGNMENT FOR T	54.49		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083675	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-499648; REAR	801.09		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083687	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-499660 REFU	-70.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083688	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-499697 REFU	-70.00		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0083752	2/2/2022	201013345	MVH-Equip Repair	INV. #I1235757 AIR LINE A	65.96		
202936165	AMAZON.COM, INC.	GJPCARD0083756	2/2/2022	201013345	MVH-Equip Repair	NEW LED HEADLAMPS F	95.98		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083769	2/2/2022	201013345	MVH-Equip Repair	INV. #4333-498607; SPAR	17.09		
351046108	MUNCIE POWER PRODUCTS, IN	GJPCARD0083788	2/2/2022	201013345	MVH-Equip Repair	1779570/100007 COMPUT	780.68		
202936165	AMAZON.COM, INC.	GJPCARD0083794	2/2/2022	201013345	MVH-Equip Repair	TIRE GAUGE FOR SHOP,	163.67		
381909144	BELLE TIRE DISTRIBUTORS I	GJPCARD0083806	2/2/2022	201013360	MVH-Vehicle Repair	ORDER #38301345 REPAI	888.95		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083818	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-497702 SUPPL	122.81		
202936165	AMAZON.COM, INC.	GJPCARD0083839	2/2/2022	201013345	MVH-Equip Repair	WRENCHES TO ASSIST	89.50		
351046108	MUNCIE POWER PRODUCTS, IN	GJPCARD0083844	2/2/2022	201013345	MVH-Equip Repair	1778009/100007 COMPUT	780.68		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0083852	2/2/2022	201013360	MVH-Vehicle Repair	INV. #4333-497553; TRUC	134.39		

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Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
232790555	ASBURY AUTOMOTIVE GROUP	GJPCARD0083876	2/2/2022	201013360	MVH-Vehicle Repair	INV. #646398 TRUCK #16	251.09		
	Subtotal for Public Works						**7,677.99**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							**7,677.99**		
Fund No.	**Fund Name**								
202	**Local Road and Street (LRS)**								
	Public Works								
VEN001829	Stello Products Inc	GJPCARD0083614	2/2/2022	202013228	LRS-Signs and Posts	INV. #33901 SIGN MAGNE	2,063.50		
351117198	CARMEL WELDING SUPPLY C	GJPCARD0083691	2/2/2022	202013228	LRS-Signs and Posts	METAL TO FAB TOOL FO	47.72		
VEN008108	Kimball Midwest	GJPCARD0083743	2/2/2022	202013228	LRS-Signs and Posts	INV. #9535763 TAP BOLT	42.00		
	Subtotal for Public Works						**2,153.22**		
Subtotal for Fund 202 Local Road and Street (LRS)							**2,153.22**		
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
202936165	AMAZON.COM, INC.	GJPCARD0083571	2/2/2022	203012243	Fire-Special Rescue/Dive	TOOLS	189.00		
202936165	AMAZON.COM, INC.	GJPCARD0083573	2/2/2022	203012243	Fire-Special Rescue/Dive	TOOLS	23.99		
202936165	AMAZON.COM, INC.	GJPCARD0083574	2/2/2022	203012334	Fire-Travel/Training/Seminars	TRAINING	228.10		
202936165	AMAZON.COM, INC.	GJPCARD0083575	2/2/2022	203012334	Fire-Travel/Training/Seminars	TRAINING	19.58		
VEN001983	Tractor Supply Company	GJPCARD0083576	2/2/2022	203012360	Fire-Vehicle Maint	VEHICLE MAINT. SUPPLI	19.99		
VEN001337	Menards	GJPCARD0083586	2/2/2022	203012243	Fire-Special Rescue/Dive	TRT EQUIPMENT	436.08		
202936165	AMAZON.COM, INC.	GJPCARD0083593	2/2/2022	203012243	Fire-Special Rescue/Dive	TOOLS	48.99		
202936165	AMAZON.COM, INC.	GJPCARD0083594	2/2/2022	203012224	Fire-Operating Supplies	STATION 83 KITCHEN SU	38.69		
VEN001337	Menards	GJPCARD0083598	2/2/2022	203012224	Fire-Operating Supplies	TABLES AND CHAIRS	900.11		
202936165	AMAZON.COM, INC.	GJPCARD0083599	2/2/2022	203012224	Fire-Operating Supplies	STATION 83 KITCHEN SU	375.74		
202936165	AMAZON.COM, INC.	GJPCARD0083607	2/2/2022	203012223	Fire-Office Supplies	STAND UP DESK CONVE	99.99		
820544687	AMAZON.COM, INC.	GJPCARD0083621	2/2/2022	203012343	Fire-Building Maintenance	WASHER CLEANER TAB	35.94		
VEN006898	Supply Warehouse Inc	GJPCARD0083627	2/2/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	197.42		
844332073	WESTFIELD ACE, LLC	GJPCARD0083637	2/2/2022	203012343	Fire-Building Maintenance	STATION 81 LOCKER KE	6.18		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
203	Fire Operating										
	Fire										
		VEN001983	Tractor Supply Company	GJPCARD0083644	2/2/2022	203012343	Fire-Building Maintenance	FILLED LP TANKS AND B	135.69		
		VEN006898	Supply Warehouse Inc	GJPCARD0083653	2/2/2022	203012224	Fire-Operating Supplies	STATION SUPPLIES	721.56		
		352003117	ESSCO CORPORATION	GJPCARD0083690	2/2/2022	203012224	Fire-Operating Supplies	3M N95 MASKS	294.46		
		202936165	AMAZON.COM, INC.	GJPCARD0083697	2/2/2022	203012224	Fire-Operating Supplies	HYPERVOLT MASSAGE	1,196.00		
		VEN001337	Menards	GJPCARD0083701	2/2/2022	203012343	Fire-Building Maintenance	STATION 83 SHOP VAC	120.98		
		541211771	FERGUSON ENTERPRISES LLC	GJPCARD0083702	2/2/2022	203012343	Fire-Building Maintenance	STATION 81 SHOWER R	18.58		
		541211771	FERGUSON ENTERPRISES LLC	GJPCARD0083703	2/2/2022	203012343	Fire-Building Maintenance	STATION 81 LOCKER RO	115.00		
		310806232	NATIONAL REGISTRY OF EMER	GJPCARD0083710	2/2/2022	203012334	Fire-Travel/Training/Seminars	PARAMEDIC RECERTIFIC	32.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083712	2/2/2022	203012224	Fire-Operating Supplies	SUPPLIES - 81	30.08		
		202936165	AMAZON.COM, INC.	GJPCARD0083714	2/2/2022	203012343	Fire-Building Maintenance	OUT OF SERVICE TAGS	33.98		
		202936165	AMAZON.COM, INC.	GJPCARD0083718	2/2/2022	203012343	Fire-Building Maintenance	OUT OF SERVICE TAGS	26.98		
		202597227	GOOGLE PAYMENT CORP.	GJPCARD0083722	2/2/2022	203012349	Fire-Services	CABLE	49.99		
		202936165	AMAZON.COM, INC.	GJPCARD0083734	2/2/2022	203012224	Fire-Operating Supplies	HAND WARMERS	-27.77		
		202936165	AMAZON.COM, INC.	GJPCARD0083736	2/2/2022	203012224	Fire-Operating Supplies	RETURN ON HAND WAR	27.77		
		042896127	STAPLES INC	GJPCARD0083738	2/2/2022	203012223	Fire-Office Supplies	OFFICE SUPPLIES	142.03		
		VEN001476	Office Depot	GJPCARD0083754	2/2/2022	203012223	Fire-Office Supplies	EMS OFFICE SUPPLIES	145.79		
		202936165	AMAZON.COM, INC.	GJPCARD0083767	2/2/2022	203012224	Fire-Operating Supplies	COOLER FOR LADDER 8	24.01		
		VEN000667	EVENTBRITE INC.	GJPCARD0083772	2/2/2022	203012334	Fire-Travel/Training/Seminars	2-PFT CLASS	340.00		
		030534807	BOLDENS CARPET UPHOLSTR	GJPCARD0083775	2/2/2022	203012343	Fire-Building Maintenance	STATION 83 - DRY OUT	895.00		
		953613041	S-SCOR INC	GJPCARD0083786	2/2/2022	203012224	Fire-Operating Supplies	EMS - BATTERY	210.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083787	2/2/2022	203012224	Fire-Operating Supplies	HANDLES TO WASH TRU	281.10		
		770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0083789	2/2/2022	203012360	Fire-Vehicle Maint	LADDER 81 LIGHTS REP	387.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083795	2/2/2022	203012242	Fire-HazMat	HAZMAT SUPPLIES	47.49		
		202936165	AMAZON.COM, INC.	GJPCARD0083797	2/2/2022	203012224	Fire-Operating Supplies	SQUEEGEES	68.97		
		202936165	AMAZON.COM, INC.	GJPCARD0083798	2/2/2022	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES FOR	179.95		
		VEN001337	Menards	GJPCARD0083799	2/2/2022	203012343	Fire-Building Maintenance	PLUMBING REPAIR PART	2.80		
		VEN000433	COLUMBIA SOUTHERN UNIVERS	GJPCARD0083800	2/2/2022	203012334	Fire-Travel/Training/Seminars	TUITION FOR FF	705.00		
		844332073	WESTFIELD ACE, LLC	GJPCARD0083808	2/2/2022	203012343	Fire-Building Maintenance	PLUMBING REPAIR PART	2.56		
		202936165	AMAZON.COM, INC.	GJPCARD0083820	2/2/2022	203012343	Fire-Building Maintenance	SIMPLY GREEN CLEANE	32.40		
		VEN001337	Menards	GJPCARD0083821	2/2/2022	203012224	Fire-Operating Supplies	2 HEATERS FOR OFFICE	109.98		
		VEN001922	THE HOME DEPOT	GJPCARD0083822	2/2/2022	203012472	Fire-Equip	BATTERIES AND FLOOD	361.66		
		VEN001922	THE HOME DEPOT	GJPCARD0083823	2/2/2022	203012472	Fire-Equip	BATTERIES AND FLOOD	245.03		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
203	**Fire Operating**								
	Fire								
770510487	PAYPAL	GJPCARD0083831	2/2/2022	203012350	Fire-Subscriptions/Dues	ONE YEAR LEASE WITH	3,000.00		
VEN001337	Menards	GJPCARD0083837	2/2/2022	203012343	Fire-Building Maintenance	STATION 82 DRYWALL F	33.07		
560748358	LOWES COMPANIES, INC.	GJPCARD0083843	2/2/2022	203012472	Fire-Equip	TOOL MECHANICAL SET	199.00		
202936165	AMAZON.COM, INC.	GJPCARD0083854	2/2/2022	203012224	Fire-Operating Supplies	SIGN FOR STATION 82	23.95		
820544687	AMAZON.COM, INC.	GJPCARD0083859	2/2/2022	203012224	Fire-Operating Supplies	SUPPLIES FOR STATION	59.99		
237051157	NAT ASSOC OF FIRE INVEST	GJPCARD0083860	2/2/2022	203012350	Fire-Subscriptions/Dues	RENEWAL FOR FF D. MI	100.00		
VEN001337	Menards	GJPCARD0083865	2/2/2022	203012343	Fire-Building Maintenance	STATION 81 - SINK REPAI	28.20		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0083884	2/2/2022	203012349	Fire-Services	CABLE	49.99		
VEN010039	PLATNUM EDUC	GJPCARD0083892	2/2/2022	203012334	Fire-Travel/Training/Seminars	Fire-Travel/Training/Semin	85.00		
VEN010040	FISDAP	GJPCARD0083893	2/2/2022	203012334	Fire-Travel/Training/Seminars	Fire-Travel/Training/Semin	120.75		
	Subtotal for Fire						**13,275.82**		
Subtotal for Fund 203 Fire Operating							**13,275.82**		
Fund No.	**Fund Name**								
206	**Parks Programming/Events**								
	Parks								
202936165	AMAZON.COM, INC.	GJPCARD0083600	2/2/2022	206005347	Parks Program-Promotions	BALLOONS AND AIR PUM	36.47		
541496161	BALLOONS ETC., INC.	GJPCARD0083641	2/2/2022	206005347	Parks Program-Promotions	BALLOON DROP NET KIT	143.53		
VEN000480	CSI Signs	GJPCARD0083682	2/2/2022	206005347	Parks Program-Promotions	ROADSIDE BANNERS FO	130.00		
340720629	JO-ANN STORES INC	GJPCARD0083759	2/2/2022	206005347	Parks Program-Promotions	FOAM SHAMROCK CUTO	152.43		
VEN001820	SQUARE, INC.	GJPCARD0083862	2/2/2022	206005347	Parks Program-Promotions	TROLLEY FOR WESTFIE	687.50		
	Subtotal for Parks						**1,149.93**		
Subtotal for Fund 206 Parks Programming/Events							**1,149.93**		
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
VEN000090	AMERICAN AIRLINES	GJPCARD0083577	2/2/2022	239002334	Law Enforce-Travel/Train	TRAVEL FOR TRAINING	240.20		
VEN001337	Menards	GJPCARD0083617	2/2/2022	239002334	Law Enforce-Travel/Train	PVD, TARPS FOR FIREA	686.28		
330745922	COGNELLA, INC.	GJPCARD0083671	2/2/2022	239002334	Law Enforce-Travel/Train	TEXT BOOKS - MARTIN	112.30		
770510487	PAYPAL	GJPCARD0083681	2/2/2022	239002334	Law Enforce-Travel/Train	BREACHER COURSE-WY	155.00		
VEN001820	SQUARE, INC.	GJPCARD0083727	2/2/2022	239002334	Law Enforce-Travel/Train	SHOTGUN BREACHING	384.00		

Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
239	**Law Enforcement**								
	Police								
474116175	JJ URBANA HOTEL GROUP LL	GJPCARD0083758	2/2/2022	239002334	Law Enforce-Travel/Train	HOTEL FOR TRAINING-M	288.15		
821253382	CHAMPAIGN BURGERS CUSTA	GJPCARD0083773	2/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	18.46		
823835242	7801 LEESBURG PIKE TYSONS	GJPCARD0083802	2/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	23.20		
823835242	7801 LEESBURG PIKE TYSONS	GJPCARD0083816	2/2/2022	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	23.20		
203790386	GREAT RIVER LEARNING	GJPCARD0083845	2/2/2022	239002334	Law Enforce-Travel/Train	TUITION-MARTIN	112.35		
134030389	BARNES NOBLE BOOKSELLE	GJPCARD0083846	2/2/2022	239002334	Law Enforce-Travel/Train	TEXT BOOKS-MCCORKL	100.05		
841524869	HANDS-ON LABS, LLC	GJPCARD0083856	2/2/2022	239002334	Law Enforce-Travel/Train	TEXT BOOK-MARTIN	64.15		
823835242	7801 LEESBURG PIKE TYSONS	GJPCARD0083879	2/2/2022	239002334	Law Enforce-Travel/Train	HOTEL DURING TRAININ	116.61		
Subtotal for Police							**2,323.95**		
Subtotal for Fund 239 Law Enforcement							**2,323.95**		
Fund No.	**Fund Name**								
269	**Training Facility Center**								
	Public Safety (Police and Fire)								
VEN001337	Menards	GJPCARD0083735	2/2/2022	269014334	Training Fac-Travel/Training	TRAINING MATERIALS F	25.35		
VEN001337	Menards	GJPCARD0083774	2/2/2022	269014343	Training Fac-Building Maint	HCTC TOILET FIX	11.39		
VEN000733	Freije Engineered Solutions Co	GJPCARD0083867	2/2/2022	269014343	Training Fac-Building Maint	SPLIT - HCTC - GRINDER	632.00		
Subtotal for Public Safety (Police and Fire)							**668.74**		
Subtotal for Fund 269 Training Facility Center							**668.74**		
Fund No.	**Fund Name**								
350	**GO Bond 2020**								
	Police								
820544687	AMAZON.COM, INC.	GJPCARD0083749	2/2/2022	350002472	Go Bond 2020 PD Equip	UNDER REAR SEAT LOC	400.00		
Subtotal for Police							**400.00**		
Subtotal for Fund 350 GO Bond 2020							**400.00**		
Fund No.	**Fund Name**								
640	**Sports Campus Operating**								
	Grand Park								
VEN001666	Reynolds Farm Equipment	GJPCARD0083582	2/2/2022	640015343	Sports Campus-Bldg Maint	GATOR KEYS	16.45		
VEN001922	THE HOME DEPOT	GJPCARD0083583	2/2/2022	640015343	Sports Campus-Bldg Maint	TOOLS	24.97		
363203648	NORTHERN ILLINOIS FOOD B	GJPCARD0083629	2/2/2022	640015347	Sports Campus-Promotions	FUNERAL ARRANGEMEN	51.50		

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
640	**Sports Campus Operating**										
	Grand Park										
		VEN000384	CHICK-FIL-A CORP	GJPCARD0083630	2/2/2022	640015347	Sports Campus-Promotions	STAFF LUNCH AND LEA	144.21		
		VEN000384	CHICK-FIL-A CORP	GJPCARD0083631	2/2/2022	640015347	Sports Campus-Promotions	STAFF LUNCH AND LEA	43.38		
		262104214	WIX.COM LUXEMBOURG SARL	GJPCARD0083650	2/2/2022	640015350	Sports Campus-Dues/Sub Fe	WEBSITE SUBSCRIPTIO	17.00		
		VEN000365	Chapman Electric Supply	GJPCARD0083657	2/2/2022	640015343	Sports Campus-Bldg Maint	TOOL	29.94		
		VEN001337	Menards	GJPCARD0083658	2/2/2022	640015343	Sports Campus-Bldg Maint	TOOLS, LIGHT BULBS AN	92.49		
		391413708	ABC SUPPLY CO INC	GJPCARD0083699	2/2/2022	640015343	Sports Campus-Bldg Maint	BUILDING SIDING	15.75		
		844332073	WESTFIELD ACE, LLC	GJPCARD0083708	2/2/2022	640015343	Sports Campus-Bldg Maint	DUCT TAPE AND TOOL	13.48		
		541954458	CVENT INC	GJPCARD0083746	2/2/2022	640015334	Sport Campus-Travel Training	GROUNDS EDUCATIONA	553.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083748	2/2/2022	640015224	Sports Campus-Operating Su	GAFF TAPE	74.88		
		350882481	CENTRAL INDIANA HARDWARE	GJPCARD0083829	2/2/2022	640015343	Sports Campus-Bldg Maint	KEYS	26.36		
		VEN001922	THE HOME DEPOT	GJPCARD0083830	2/2/2022	640015343	Sports Campus-Bldg Maint	BATTERIES AND CHEMIC	79.58		
		VEN001983	Tractor Supply Company	GJPCARD0083832	2/2/2022	640015224	Sports Campus-Operating Su	GROUNDS PAINTING SU	19.98		
		582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0083833	2/2/2022	640015350	Sports Campus-Dues/Sub Fe	MAIL CHIMP SUBSCRIPTI	430.00		
		VEN001983	Tractor Supply Company	GJPCARD0083851	2/2/2022	640015472	Sports Campus-Equipment	GROUNDS PAINTING SU	84.98		
		270005083	ALLIED 100, LLC	GJPCARD0083875	2/2/2022	640015343	Sports Campus-Bldg Maint	AED BATTERIES AND PA	626.95		
		VEN001922	THE HOME DEPOT	GJPCARD0083883	2/2/2022	640015343	Sports Campus-Bldg Maint	TOOLS	24.97		
		VEN001922	THE HOME DEPOT	GJPCARD0083885	2/2/2022	640015343	Sports Campus-Bldg Maint	DRAIN AUGER TOOL	559.00		
	Subtotal for Grand Park								**2,928.87**		
	Sport Campus Indoor Event Ctr										
		231307731	UNITED REFRIGERATION INC	GJPCARD0083601	2/2/2022	640023343	GP Indoor-Bldg Maint	ELECTRIC PART	68.29		
		861769749	SWSS ACQUISITION LLC	GJPCARD0083656	2/2/2022	640023343	GP Indoor-Bldg Maint	GARAGE DOOR WEATH	49.00		
		813878272	GO4ELLIS, LLC	GJPCARD0083659	2/2/2022	640023224	GP Indoor-Operating Supplies	ATHLETIC TRAINER BAL	292.50		
		813878272	GO4ELLIS, LLC	GJPCARD0083660	2/2/2022	640023224	GP Indoor-Operating Supplies	ATHLETIC TRAINER BAL	56.25		
		813878272	GO4ELLIS, LLC	GJPCARD0083661	2/2/2022	640023224	GP Indoor-Operating Supplies	ATHLETIC TRAINER INDY	180.00		
		202936165	AMAZON.COM, INC.	GJPCARD0083662	2/2/2022	640023224	GP Indoor-Operating Supplies	OFFICE SUPPLIES	222.74		
		813878272	GO4ELLIS, LLC	GJPCARD0083666	2/2/2022	640023224	GP Indoor-Operating Supplies	ATHLETIC TRAINER BAL	270.00		
		813878272	GO4ELLIS, LLC	GJPCARD0083667	2/2/2022	640023224	GP Indoor-Operating Supplies	ATHLETIC TRAINER BAL	33.75		
		820544687	AMAZON.COM, INC.	GJPCARD0083694	2/2/2022	640023224	GP Indoor-Operating Supplies	SPEAKER SYSTEM CABL	267.09		
		202936165	AMAZON.COM, INC.	GJPCARD0083706	2/2/2022	640023223	GP Indoor-Office Supply	BADGE PRINT INK AND O	191.49		
		813878272	GO4ELLIS, LLC	GJPCARD0083729	2/2/2022	640023224	GP Indoor-Operating Supplies	THE ACADEMY VOLLEYB	495.00		
		813878272	GO4ELLIS, LLC	GJPCARD0083747	2/2/2022	640023224	GP Indoor-Operating Supplies	THE ACADEMY VOLLEYB	675.00		

Purchase Card Register

City of Westfield

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Document No.	Posting Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
640	Sports Campus Operating										
	Sport Campus Indoor Event Ctr										
		VEN009273	MOOD PANDORA	GJPCARD0083894	2/2/2022	640023349	GP Indoor-Services	GP Indoor-Services	28.84		
	Subtotal for Sport Campus Indoor Event Ctr								2,829.95		
Subtotal for Fund 640 Sports Campus Operating									5,758.82		
Posted Invoices Total									78,291.16		

ORDINANCE 22-03

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

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

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

WHEREAS, the Council has conducted a public hearing on February 14, 2022, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 22-100); and,

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

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

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

Section 1. The Annexation Area, generally located at the northwest corner of US 31 and SR 38, and adjacent to the existing corporate limits along the southern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

_____
Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 22-03** was delivered to the Mayor of Westfield

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

_____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 22-03

this _____ day of March, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO Ordinance 22-03

this _____day of March, 2022.

_____
J. Andrew Cook, Mayor

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

Prepared by: Pam Howard, Assistant Director
City of Westfield Community Development Department
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A
ANNEXATION AREA

EXHIBIT LEGEND

ANNEXATION AREA

EXISTING CITY LIMITS

PARCELS

STREETS

Not To Scale

N
W
E
S

<u>EXHIBIT B</u>
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (3) parcels of land:

Parcel Nos. 08-05-13-00-00-015.000
08-05-13-00-00-016.000
08-05-13-00-00-017.000

A part of the Northeast Quarter Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of said Section 13, running thence West 89 rods 14 links; thence South 100 rods to the center of the highway; thence South 60 degrees East along the highway, 55 rods 1 link; thence East 42 rods 10 links to the East line of said Section; thence North 125 rods 8 links to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, described as follows:

Begin at an iron stake 1092.24 feet West and 1379.0 feet South of the Northeast corner of Section 13, Township 19 North, Range 3 East; run thence West 385.5 feet to an iron stake; thence South 271.0 feet to the intersection with the center line of State Road 38; thence following this center line in a Southeasterly direction 438.7 feet to a point directly South of the place of beginning; thence North 481.6 feet to the place of beginning.

Leaving after the exception 62 acres, more or less.

ALSO: A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Begin at an iron stake 1092.24 feet West and 1473 feet South of the Northeast corner of the Northeast Quarter of Section 13, Township 19 North, Range 3 East, run thence South 387.6 feet to the intersection with the centerline of State Road 38; thence following the centerline of this road Northwesterly 171.1 feet to a point, thence North parallel to East line of this tract 286.5 feet to an iron stake, said point being 14.2 feet South of the place of beginning, thence Easterly 151.2 feet to the place of beginning.

EXCEPTING THEREFROM the following real estate conveyed to the State of Indiana by Warranty Deed recorded April 18, 2011 as Instrument No. 2011019925 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at an iron stake 1092.24 feet West and 1473 feet South of the Northeast corner of (the foregoing portion of this description beginning with the words "at an iron stake" is quoted from Instrument No. 9320873 in the Office of the Recorder of Hamilton County, Indiana) said Quarter Section; thence South 01 degree 00 minutes 08 seconds West 294.95 feet along the East line of Grantor's land to the point of beginning of this description: thence continuing South 01 degree 00 minutes 08 seconds West 92.95 feet along said line to the centerline of State Road 38; thence North 60 degrees 09 minutes 45 seconds West 171.10 feet along said centerline to the Southwest corner of said Grantor's land; thence North 01 degree 00 minutes 08 seconds East 67.27 feet along the West line of said Grantor's land; thence South 78 degrees 35 minutes 52 seconds East 3.40 feet to a point; thence South 67 degrees 54 minutes 24 seconds East 157,06 feet to the point of beginning and containing 0.276 acres, more or less, inclusive of the presently existing right of way for State Road 38 which contained 0.034 acres, more or less.

Also including:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code 36-4-3-2.5, including the relevant portions of US 31, SR 38, and 216th Street.

Annexation Area

Not To Scale

EXHIBIT LEGEND

ANNEXATION AREA

EXISTING CITY LIMITS

PARCELS

STREETS

N
W
E
S

ORDINANCE NUMBER 22-05

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

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

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

WHEREAS, the City previously approved Ordinance 21-10 (the "Woods Robinson Briggs PUD" on March 22, 2021, adopting a change in zoning;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 2203-PUD-06)** requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No**. **2203-PUD-06** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (#-#) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2022;

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

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

Section 1. **Applicability of Ordinance.**

1.1 This PUD District Ordinance Amendment (this "Ordinance") applies to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate")

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

1.3 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.

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

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

Section 3. **Concept Plan.** The Buffer Yard Plan, attached hereto as **Exhibits B-1** and **B-2**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan.

Section 4. **Real Estate.**

The subject Real Estate described in **Exhibit A** of this Ordinance shall supersede and replace the legal description in **Exhibit A** of the Woods Robinson Briggs PUD.

- The Real Estate in **Exhibit A** of this Ordinance is a more accurate legal description than provided in the Woods Robinson Briggs PUD. It is not the intent of this modification to add additional property than originally contemplated in the Woods Robinson Briggs PUD.

Section 5. **General Regulations.** The standards of Article 8.3 of the Woods Robinson Briggs PUD, Small Lot Single-Family (North) District, shall be amended as follows:

- Minimum Building Setback (Front) shall be amended from twenty-five (25) feet to twenty (20) feet
- Minimum Building Setback (Rear) shall be amended from twenty-five (25) feet to twenty (20) feet

Section 6. **Development Standards.** The standards of Article 6.8(N) of the UDO, Buffer Yard Requirements, shall not apply. Instead, a Buffer Yard Plan provided as

Exhibits B-1 and **B-2** shall apply

Section 7. Duration. Failure to obtain the first Improvement Location Permit for a new Building on the Real Estate by January 1, 2027 (unless otherwise extended by the Director) shall automatically void this Ordinance and cause the zoning classification to revert to the Agriculture/Single-Family Rural District (AG-SF1)

Section 8. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

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SIGNATURE PAGE FOLLOWS

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

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

ATTEST:

_____

Cindy Gossard, Clerk Treasurer

I 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: R. Birch Dalton

This Instrument prepared by: Birch Dalton, EdgeRock Development, 555 E. Main Street, Westfield, IN 46074

I hereby certify that **ORDINANCE 22-05** was delivered to the Mayor of Westfield

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

_____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 22-05**

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 22-05**

this _____ day of _____, 2022.

_____
J. Andrew Cook, Mayor

This document prepared by:

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibits B-1 and B-2	Buffer Yard Plan

EXHIBIT A
REAL ESTATE

A part of the Southeast Quarter of Section 23, part of the Northwest Quarter of Section 25, and part of the Northeast Quarter of Section 26 all in Township 19 North, Range 3 East Hamilton County, Indiana, described as follows:

BEGINNING at the Southeast Corner of the Northeast Quarter of Section 26; thence along the south line of said Quarter South 89 degrees 54 minutes 14 seconds West (bearings are derived from coordinates based on the Indiana State Plane Coordinate System East Zone NAD 83 (2011) epoch 2010.0) a distance of 1323.22 feet to the Southeast Corner of the West Half of said northeast Quarter; thence continue along the south line of said Quarter Section South 89 degrees 54 minutes 14 seconds West 850.18 feet to a point 188.57 feet west of the Southwest Corner of the East Half of said Half Quarter Section; thence parallel with the west line of said East Half of said West Half Quarter Section North 00 degree 13 minutes 27 seconds East 462.01 feet; thence parallel with aforesaid south line North 89 degrees 54 minutes 14 seconds East 188.57 feet to the west line of the East Half of said West Half; thence along said west line North 00 degree 13 minutes 27 seconds East 723.04 feet to the northwest corner of 18 acres off the entire south end of said Half Half Quarter Section; thence along the north line of said 18 acres North 89 degrees 54 minutes 14 seconds East 661.74 feet to the northeast corner of said 18 acres; thence along the west line of the East Half of said Northeast Quarter North 00 degrees 13 minutes 50 seconds East 1463.08 feet to the Southwest Corner of the South Half of the of the Southeast Quarter of the Southeast Quarter of said Section 23; thence along the west line of said Half Quarter Quarter of said Section 23 North 00 degrees 01 minute 08 seconds West 663.50 feet to the Northwest Corner of the South Half of the Southeast Quarter of said Southeast Quarter; thence along the north line of said Half Quarter Quarter Section North 89 degrees 39 minutes 04 seconds East 866.88 feet to the westerly line of the lands of the City of Westfield (Former Monon Railroad); thence along said westerly line South 33 degrees 30 minutes 30 seconds East 2461.68 feet to the east northeast corner of the lands of the Wood Family Farm of Hamilton County, LLC as described in Instrument No. 2015012811; thence along the east line of Wood South 00 degrees 16 minutes 39 seconds East 1242.37 feet to the south line of the Northwest Quarter of said Section 25; thence along said south line South 88 degrees 46 minutes 09 seconds West 919.30 feet to the place of beginning, containing 157.53 acres, more or less.

EXHIBIT B-1
BUFFER YARD PLAN

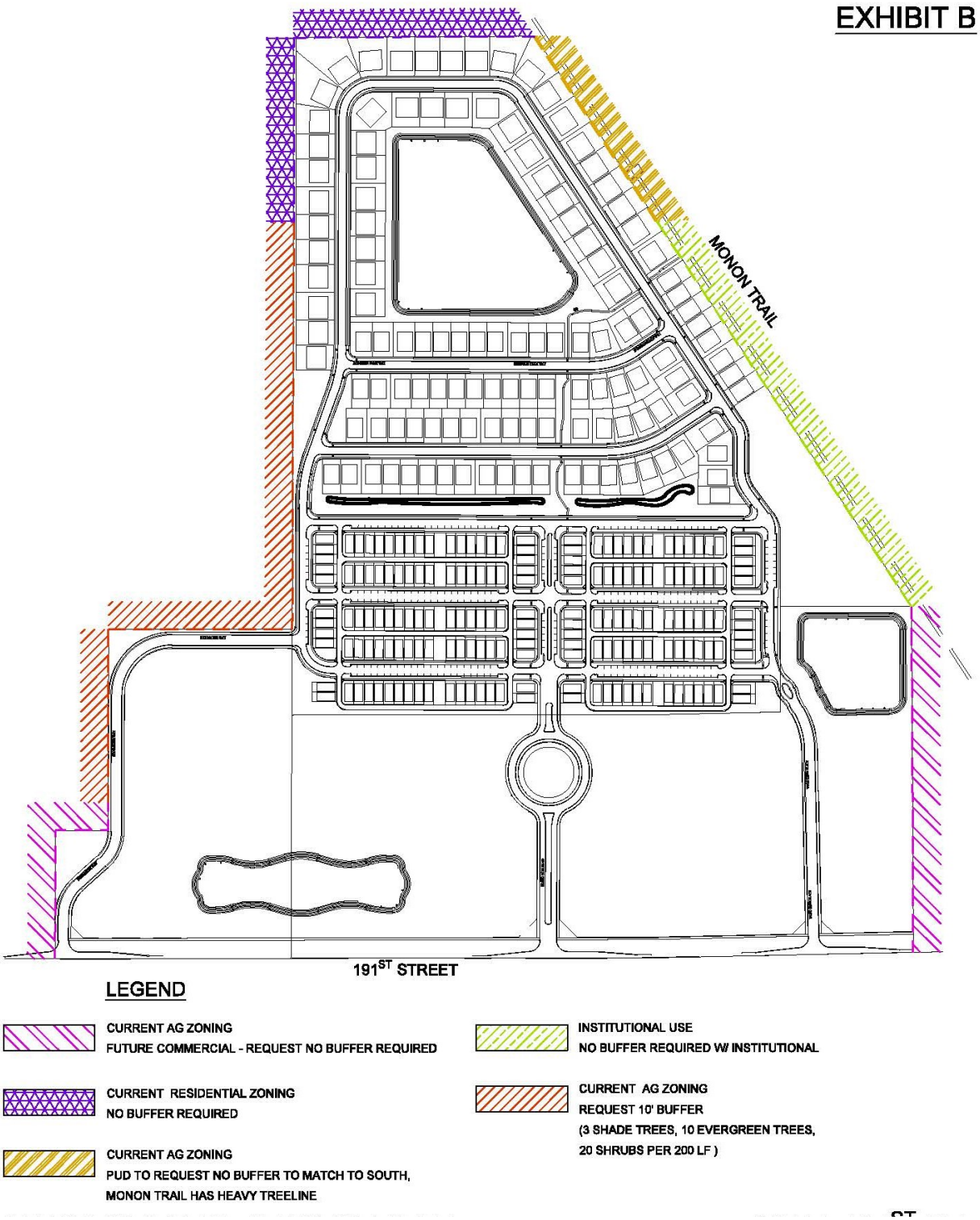
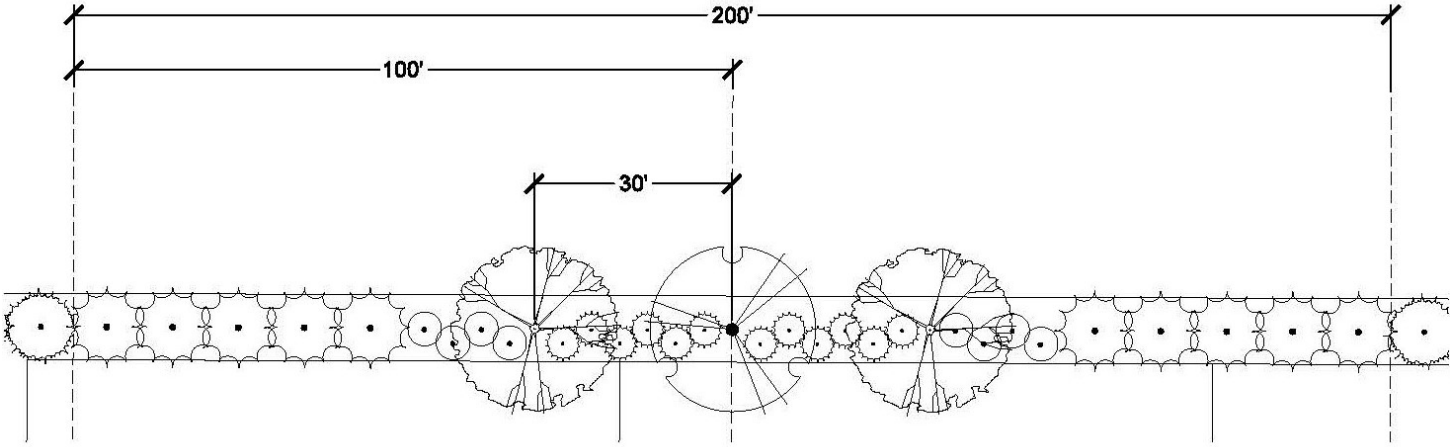
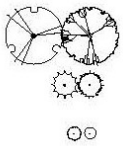


EXHIBIT B-2
BUFFER YARD PLAN



LEGEND



SHADE TREE

EVERGREEN TREE

SHRUB

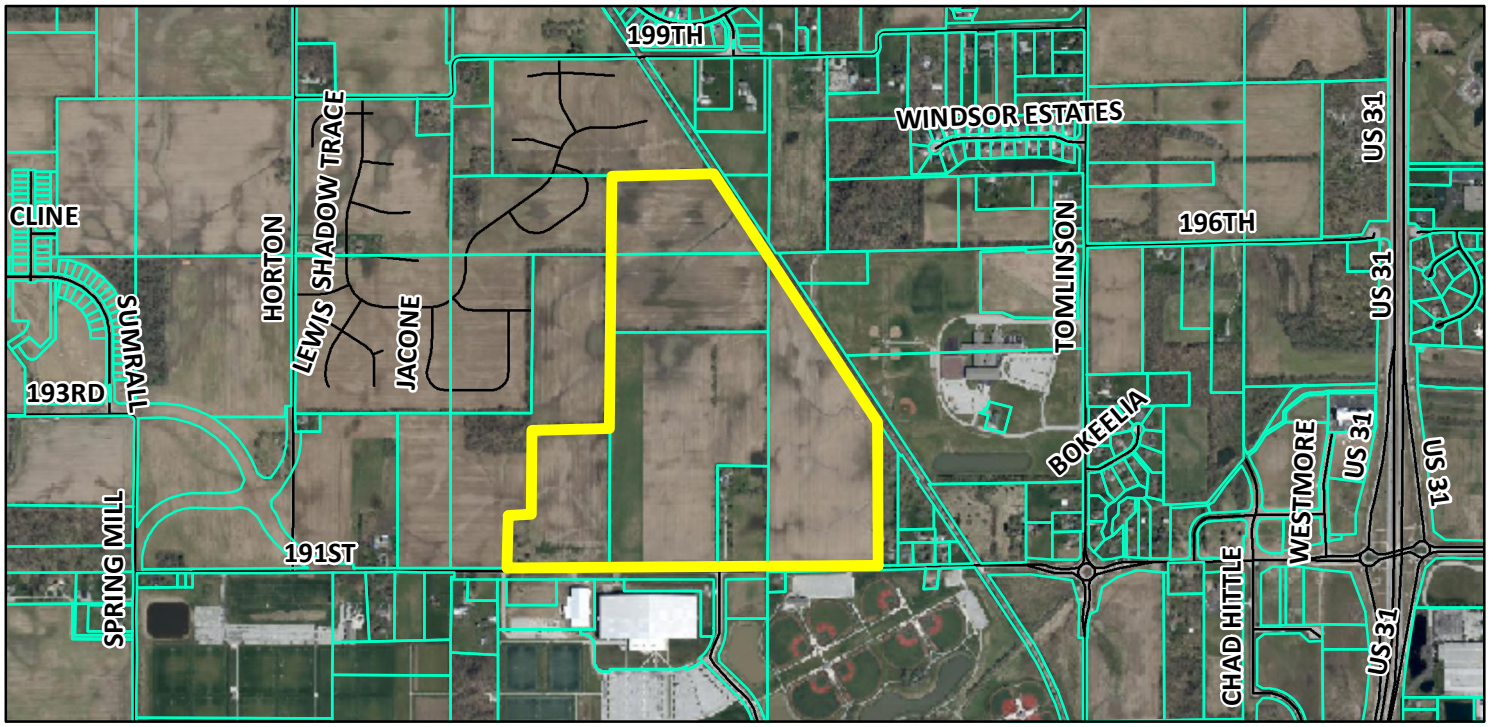
BUFFERYARD REQUIREMENTS:

CURRENT AG ZONING
REQUEST 10' BUFFER
(3 SHADE TREES, 10 EVERGREEN TREES,
20 SHRUBS PER 200 LF)

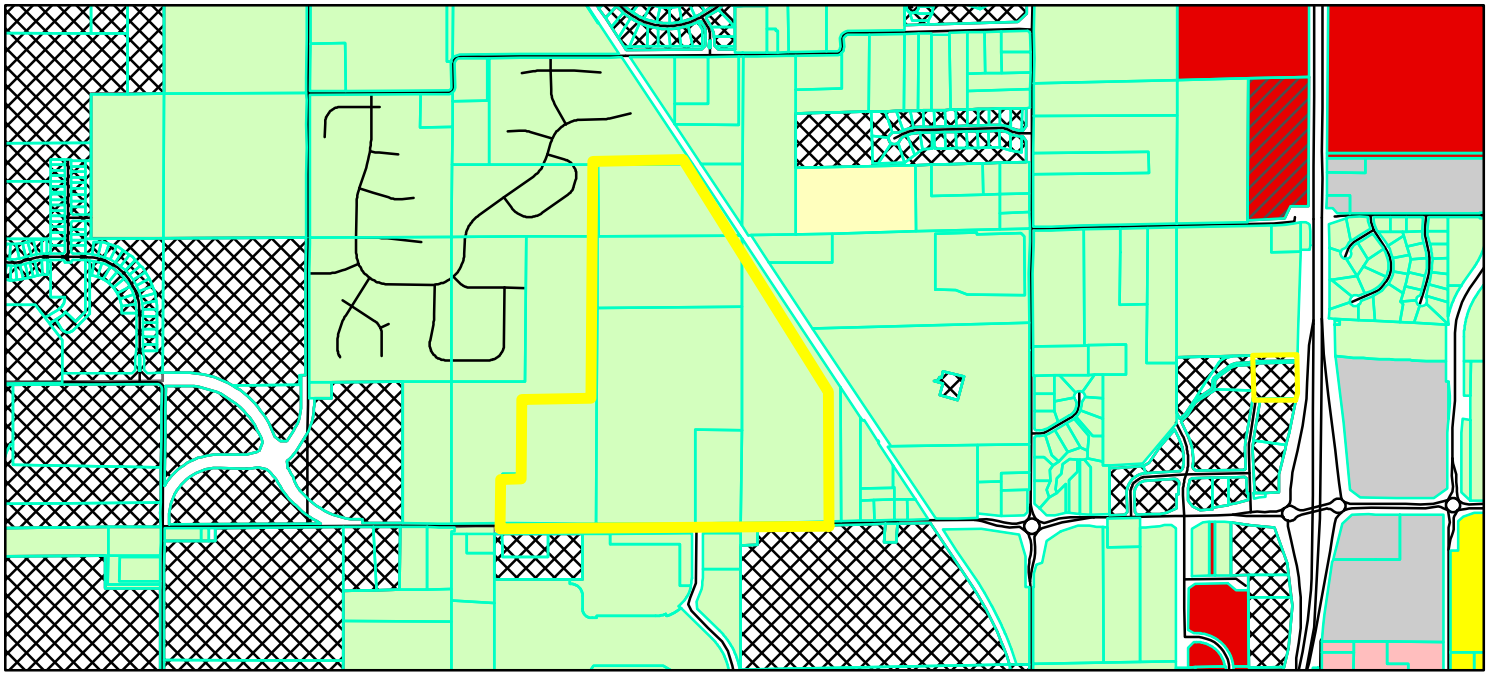
Woods Robinson Briggs PUD

Aerial Location Map

Site



Zoning Map



Parcel
GIS.DBO.PW_Streets
Zoning - All
Zoning
AG-SF1 (Agriculture - Single Family - 1)
EI (Enclosed Industrial)
GB (General Business)
GB-PD (General Business - Planned Development)
LB (Local Business)
PUD (Planned Unit Development)
SF-2 (Single Family - 2)
SF-3 (Single Family - 3)

0 0.225 0.45 Miles

N W E S

WEIHE ENGINEERS
Land Surveying | Civil Engineering
Landscape Architecture
Build with confidence.℠

February 3, 2022

Westfield Community Development
Attn: Kevin Todd
2728 E. 171st Street
Westfield, IN 46074

RE: Woods-Robinson-Briggs PUD
Ordinance 21-10
Instrument #2021027349

Mr. Todd,

On behalf of CND-Woods Robinson LLC, we are submitting a request for a text modification of Ordinance 21-10, Woods-Robinson-Briggs PUD. The modifications to Ordinance 21-10 would be as follows:

1. Overall Legal Description and acreage.
   We would like to replace the existing Exhibit A with the one included herein to update the legal description and total acreage based on the latest description by survey This description is included herein as Exhibit A.

2. Request changes to the Table contained in Section 8.3: Small Lot Single-Family (North) District.

   a. Reduce the Minimum Building Setback (Front) from 25 feet to 20 feet.
   b. Reduce the Minimum Building Setback (Rear) from 25 feet to 20 feet.

   The five-foot front and rear setback reductions will allow CND to fit larger homes that have been extremely popular in other existing communities such as The Lakes at Shady Nook in Westfield.

3. Add a Buffer Yard Amendment.
   We would like to add an Overall Buffer Yard Amendment based on the attached Exhibit B. We are requesting that no buffer yards be required adjacent to the Monon Trail – due to the tree lined Monon Trail already providing a significant buffer. We are also requesting that the buffer between the PUD's residential uses and the adjacent agricultural use be 10' wide with plantings as noted on attached Exhibit C. Finally, we are requesting no buffer be required between the PUD's commercial uses and adjacent

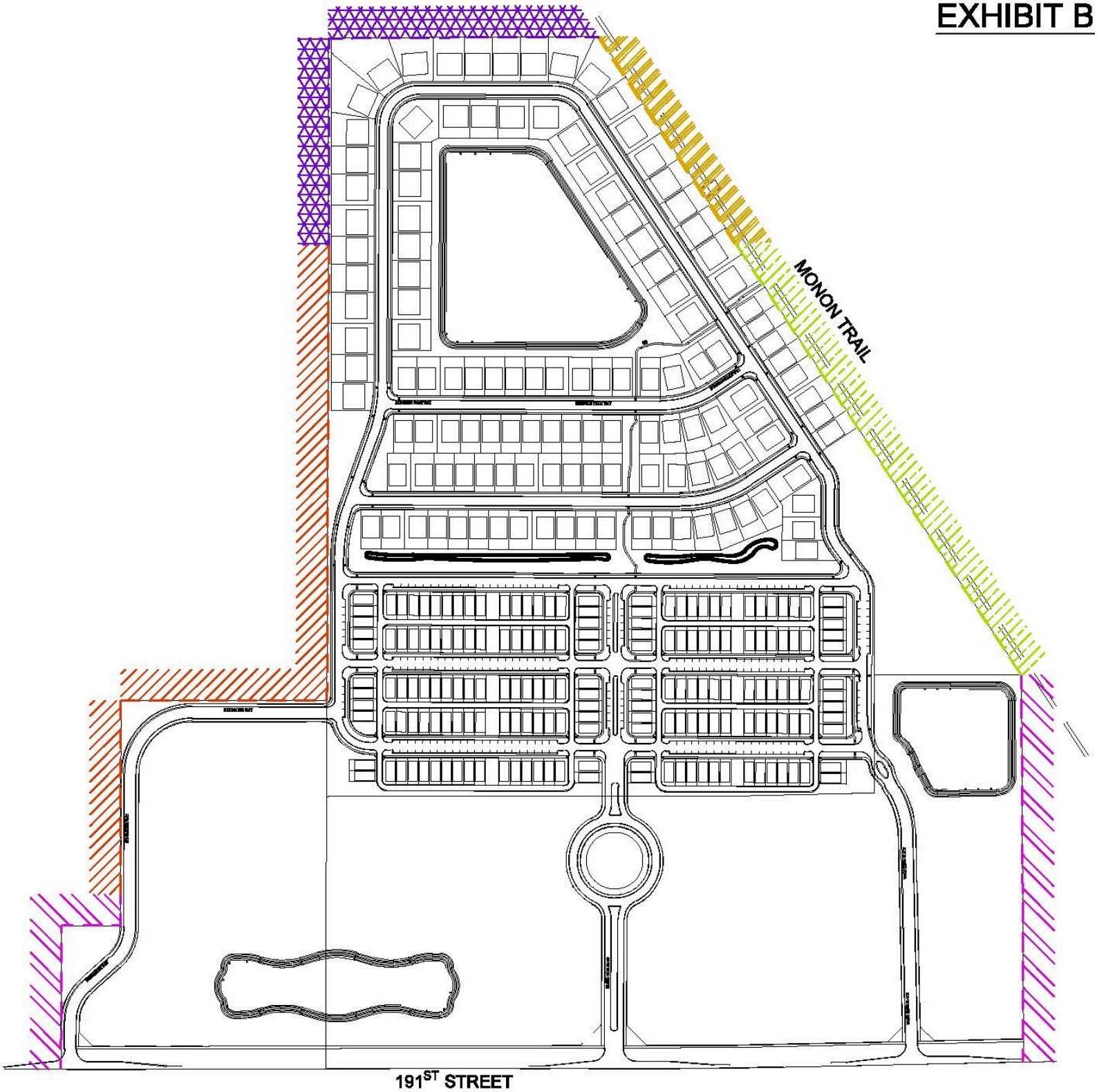
agricultural land due to the likelihood that the future use of the agricultural land will be commercial as well.

We respectfully request approval of these amendments to Ordinance 21-10, Woods-Robinson-Briggs PUD at the next available Westfield Plan Commission and City Council.

Thanks,

Jim Pence
Project Manager

EXHIBIT B



LEGEND

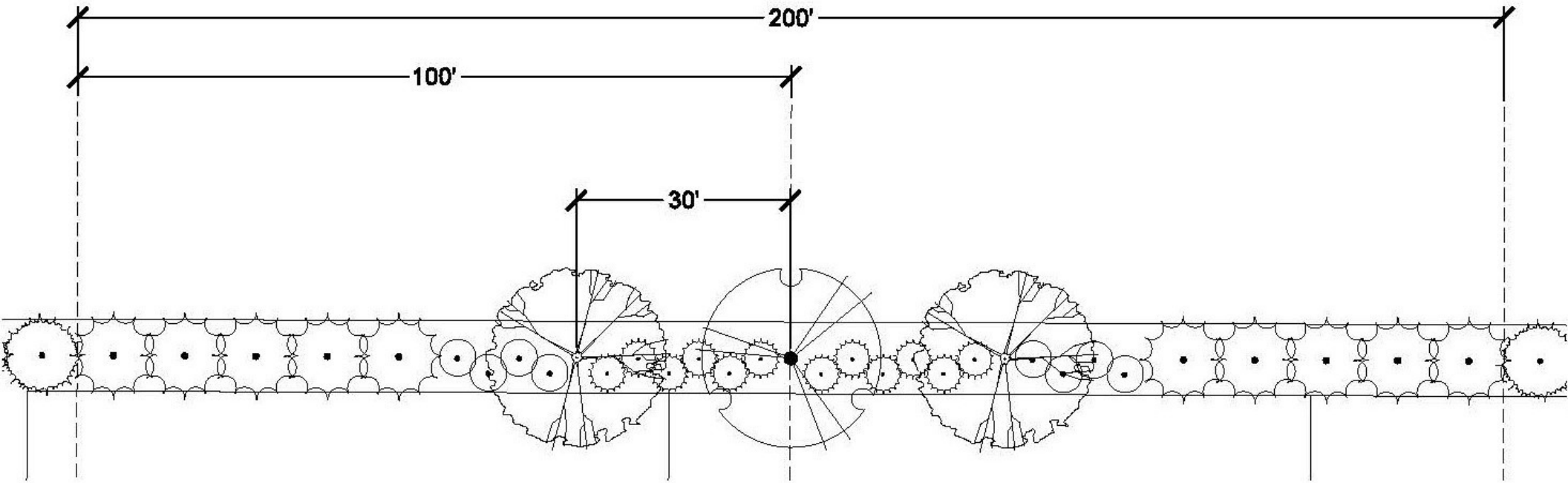
CURRENT AG ZONING
FUTURE COMMERCIAL - REQUEST NO BUFFER REQUIRED

CURRENT RESIDENTIAL ZONING
NO BUFFER REQUIRED

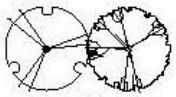
CURRENT AG ZONING
PUD TO REQUEST NO BUFFER TO MATCH TO SOUTH,
MONON TRAIL HAS HEAVY TREELINE

INSTITUTIONAL USE
NO BUFFER REQUIRED W/ INSTITUTIONAL

CURRENT AG ZONING
REQUEST 10' BUFFER
(3 SHADE TREES, 10 EVERGREEN TREES,
20 SHRUBS PER 200 LF)



LEGEND



SHADE TREE

EVERGREEN TREE

SHRUB

BUFFERYARD REQUIREMENTS:

CURRENT AG ZONING

REQUEST 10' BUFFER

(3 SHADE TREES, 10 EVERGREEN TREES,

20 SHRUBS PER 200 LF)

ORDINANCE 22-01

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA AMENDING THE WESTFIELD FIRE DEPARTMENT'S FIRE PREVENTION ORDINANCE

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

WHEREAS, the Westfield Fire Department ("Fire Department") is a department operating within the City as established by Ind. Code § 36-8-2-3; and

WHEREAS, the Fire Department is tasked, *inter alia,* with the responsibility of providing fire prevention services to the community that falls within the jurisdiction of the City; and

WHEREAS, in 2019 the Fire Department introduced a fire prevention ordinance to Council for review and ratification, after the ordinance was vetted by the State Fire Marshal's Office; and

WHEREAS, following Council's adoption of the ordinance, the Fire Department followed the State's process and presented the ordinance to the Indiana Fire Building and Safety Commission ("Commission") for approval, however the Commission made modifications to the ordinance which are attached as Exhibit A; and

WHEREAS, as a result of the modifications made by the Commission to the fire prevention ordinance, the Council has acted to repeal the 2019 ordinance and has, through Ordinance 21-57, reviewed and approved the version of the ordinance that is fully updated, which is attached hereto as Exhibit B and incorporated herein by reference. But the Council needs to act to amend that ordinance because of the Commission's request and required approval subsequent to the Council's passage of this amended ordinance.

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

Section 1. To remove all doubt, the 2019 Fire Prevention Ordinance is repealed.

Section 2. The Fire Prevention Ordinance, attached here as Exhibit B and incorporated by reference, is adopted.

Section 3. This Ordinance shall amend Ordinance 21-57.

Section 4. This Ordinance shall be in effect upon its passage by the Westfield Common Council, approval by the Indiana Fire and Building Safety Commission, and any publication required by law.

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

WESTFIELD CITY COUNCIL

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

ATTEST:

_____

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 22-01 was delivered to the Mayor of Westfield on the

_____ day of _____, 2022, at _____ ___.m.

_____

Cindy Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 22-01

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 22-01

this _____ day of _____, 2022.

_____

J. Andrew Cook, Mayor

City of Westfield
Chapter 38
Fire Prevention Ordinance

Article I – GENERAL REQUIREMENTS
Sec. 38-101 – Title
Sec. 38-102 – Purpose
Sec. 38-103 – Authority
Sec. 38-104 – Applicability
Sec. 38-105 – Severability
Sec. 38-106 – Minimum standards
Sec. 38-107 – Effect of adoption on prior ordinance
Sec. 38-108 – Definitions

Article II – ADMINISTRATION AND ENFORCEMENT
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Sec. 38-201 – Organization of the Westfield Fire Department Fire and Life Safety Division
Sec. 38-202 – Fire and Life Safety Divisions established; jurisdiction
Sec. 38-203 – Enforcement Authority
Sec. 38-204 – Authority at fires and emergencies
Sec. 38-205 – Emergency lines and limits
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Sec. 38-207 – Plan Review
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Sec. 38-209 – Emergency Entry

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Sec. 38-227 – Time Limit
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Sec. 38-229 – Local Ordinance Appeals Process
Sec. 38-230 – Variances
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Sec. 38-232 – Order forbidding occupancy
Sec. 38-233 – Records and reports
Sec. 38-234 – Remedies
Sec. 38-235 – Certificate of Occupancy

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Sec. 38-241 – Enforcement
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Sec. 38-243 – Law enforcement assistance

ARTICLE III – GENERAL SAFETY PROVISIONS
Sec. 38-301 – Open Burning Provisions

ARTICLE IV – FIRE SERVICE FEATURES

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Sec. 38-402 – Fire Lane Markings
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Sec. 38-405 – Marking of fire protection equipment, fire hydrants, and access roads
Sec. 38-406 – Fire Department Access Roads
Sec. 38-407 – Key Boxes
Sec. 38-408 – Water Supply
Sec. 38-409 – Fire Flow Requirements
Sec. 38-410 – Fire Hydrants
Sec. 38-411 – Water Supply for Fire Protection
Sec. 38-412 – Emergency Radio Responder Coverage (ERRC)

ARTICLE V – FIRE PROTECTION SYSTEMS

Sec. 38-501 – Construction Documents
Smoke Alarms and Detectors
Sec. 38-502. – Dwellings - smoke detector and smoke alarm requirements
Means of Egress
Sec. 38-503 – Means of Egress Illumination and exit signs
Sec. 38-504 – Means of Egress Continuity
Sec. 38-505 – Exit Stairwell Identification
Fire Protection Equipment
Sec. 38-506 – Portable Fire Extinguishers
Sec. 38-507 – Requirements for kitchen exhaust equipment and fire protection equipment
Sec. 38-508 – Unlawful interference with fire protection equipment, barricades, devices, signs and seals
Fire Alarm/ Detection Systems
Sec. 38-509 – Scope of article
Sec. 38-510 – Notification upon Fire Alarm activation
Sec. 38-511 – Faulty alarms

ARTICLE VI – MISC. PROVISIONS

Sec. 38-601 – Consumer Fireworks
Sec. 38-602 – Vacated or Abandon Buildings
Sec. 38-603 – Underground Storage Tanks
Sec. 38-604 – Traffic Signals

ARTICLE I – GENERAL REQUIREMENTS

Sec. 38-101 – Title

This Ordinance and all material included herein by reference shall be known as the fire prevention ordinance of Westfield, Indiana.

Sec. 38-102 – Purpose

The purpose of this Ordinance is to protect life, environment, health and general welfare of the citizens of Westfield, Indiana, and shall be construed in such a manner as to effectuate this purpose.

Sec. 38-103 – Authority

The Fire Chief, or the Fire Chief's designee, are hereby authorized and directed to administer and enforce the following:

1. All of the provisions of this Ordinance.
2. Variances granted in accordance with IC 22-13-2-11.
3. Orders issued under IC 22-12-7.

The City of Westfield Fire Protection Ordinance shall be enforced throughout the boundaries of the City of Westfield and Washington Township, Hamilton County by the Fire Chief, the Fire Marshal or their designee.

Sec. 38-104 – Applicability

The provisions of this Ordinance shall be supplemental to the fire safety laws adopted by the Commission which are hereby adopted by the City of Westfield. This Ordinance shall apply to all Class 1 structures. Articles and sections shall only apply to Class 2 structures when specifically noted. When any provision of this Ordinance is found to be in conflict with any rule of the Fire Prevention and Building Safety Commission, the rule of the Commission shall prevail. This Ordinance shall apply to, and be in force and effect within all areas of the City of Westfield in Hamilton County, Indiana that is served by the Westfield Fire Department.

Sec. 38-105 – Severability

If any provision of this Ordinance be declared invalid, by a court of competent jurisdiction, for any reason, the remaining provisions shall not be affected, if such remaining provisions can, without the invalid provision or provisions be given their original intended effect in adopting this ordinance. To this end, the provisions of this Ordinance are severable.

Sec. 38-106 – Minimum standards

All rules of the Commission as set out in Articles 12, 13, 18, 22 and 25 of Title 675 of the Indiana Administrative Code are incorporated in this Ordinance and shall include all later amendments to that article as published in the Indiana Register or the Indiana Administrative Code with effective dates as fixed therein. Any special processes or procedures not addressed in the Indiana Fire Code (675 IAC 22) or this Ordinance shall be subject to applications found in Fire Safety Standards recognized by Indiana Fire Code (675 IAC 22), Referenced Standards and as approved by the Fire Chief, or his designee. Any special processes or procedures not addressed in this Ordinance shall be subject to applications found in the current editions of the National Fire Protection Association (NFPA) Standards or other recognized Fire Safety Standards— subject to the rules of the Commission.

Sec. 38 – 107 - Effect of Adoption on Prior Ordinance

The expressed or implied repeal of amendment by this Ordinance of any other ordinance or part of any other ordinance does not affect any rights or liabilities accrued, penalties incurred, or proceedings begun prior to the effective date of this Ordinance. Such rights, liabilities and other proceedings are continued and penalties shall be imposed and enforced under the repealed or amended Ordinance as if this ordinance had not been adopted.

Sec. 38 – 108 - Definitions

As used in this Ordinance, the following terms shall have the meanings ascribed to them in this section.

BUILDING CODE - Indiana Building Code (675 IAC 13).

CLASS 1 STRUCTURE - Has the meaning ascribed thereto in IC 22-12-1-4.

CLASS 2 STRUCTURE - Has the meaning ascribed thereto in IC 22-12-1-5.

COMMISSION - Indiana Fire Prevention and Building Safety Commission as established by IC-22-12-2.

FIRE AND LIFE SAFETY DIVISION - The Fire and Life Safety Division established by this Ordinance for the City of Westfield.

FIRE CHIEF – The chief officer of the Westfield Fire Department and the Fire and Life Safety Division

FIRE CODE - Indiana Fire Code (675 IAC 22).

FIRE MARSHAL - The administrative head of a Fire and Life Safety Division appointed pursuant to Section 38-201 of this Ordinance.

FUEL GAS CODE - Indiana Fuel Gas Code (675 IAC 25).

HAZARDOUS CONDITION - The presence of a structural condition, equipment, utility connection, or materials which constitutes or poses a recognized threat of fire or other injury to persons or property.

IAC - Indiana Administrative Code.

IC - Indiana Code of the Indiana General Assembly.

MECHANICAL CODE – Indiana Mechanical Code (675 IAC 18).

NOTICE OF VIOLATION - A written notice issued by the Westfield Fire Department usually in the form of an inspection report listing violation(s).

OWNER - Has the meaning ascribed thereto in 675 IAC 22.

PERSON - Has the meaning ascribed thereto in IC 22-12-1-18.

QUALIFIED PERSON - A person who either holds current National Institute for Certification in Engineering Technologies (NICET) certification in the fire protection system being installed, serviced or repaired, or has successfully completed a course of instruction specific to the equipment being installed, serviced or repaired. Such instruction shall have been approved by the manufacturer of the equipment or their authorized representative.

STRUCTURE - Anything constructed, erected, or established that requires location on or in the ground or is attached to something having a location on or in the ground.

Terms not defined: Where terms are not defined in this Ordinance and are defined in the General Administrative Rules, Indiana Building Code, Indiana Fire Code, Indiana Mechanical Code and Indiana Fuel Gas Code, such terms shall have the meanings ascribed to them as in those codes. Where terms are not defined through the methods authorized, such terms shall have ordinarily accepted meanings such as the context implies.

ARTICLE II – ADMINISTRATION AND ENFORCEMENT

DIVISION 1 - Organization

Sec. 38-201 – Organization of the Westfield Fire Department Fire and Life Safety Division.

The Fire and Life Safety Division of the Westfield Fire Department shall be under the supervision of the Fire Marshal appointed pursuant to the applicable personnel rules of the Westfield Fire Department under Chapter 38 of the City of Westfield Municipal Code.

Sec. 38-202 - Fire and Life Safety Divisions established; jurisdiction

There is hereby established a local Fire and Life Safety Division within the City of Westfield Fire Department and within Washington Township located within Hamilton County that is not completely within the boundaries of the City of Westfield.

Sec. 38-203 – Enforcement Authority

The Fire Chief, Fire Marshal or their designee, shall possess the authority to enforce the provisions of this Ordinance, the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Mechanical Code, Indiana Fuel Gas Code, or any other rule of the Commission. Such enforcement shall include, but is not limited to:

1. The prevention of fires.
2. The handling, storage, sale, and use of flammable liquids, explosives, combustible, and hazardous materials.
3. The adequacy of means of egress from all places in which numbers of people live, work, or congregate from time to time for any purpose.
4. The location, installation, and maintenance of smoke alarms, fire alarm systems, and fire suppression systems.
5. The existence of recognized hazardous conditions that present a clear and immediate hazard to life and property.

The Fire Chief, Fire Marshal or their designee, shall have the authority to initiate legal action in accordance with locally prescribed remedies applicable to violations of the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Mechanical Code, Indiana Fuel Gas Code, this Ordinance, or any other rule of the Commission. Violators of this Ordinance may be cited into any court having jurisdiction.

Sec. 38-204 – Authority at fires and emergencies

The Fire Chief, Fire Marshal or their designee, at any fire, explosion, rescue, emergency medical or hazardous materials incident, or any other emergency which poses imminent threat to life, environment, or property, shall have the authority to direct operations as necessary to control, mitigate, or eliminate the emergency. It shall be unlawful for any person to impede the emergency operations of the Westfield Fire Department.

Sec. 38-205 – Emergency lines and limits

The Fire Chief, Fire Marshal or their designee, may establish emergency lines and limits; and, barricade or guard from the general public such emergency lines and limits. The Fire Chief, Fire Marshal or their designee, may create an area in which only firefighters, law enforcement personnel, other emergency responders, other people, or agencies having a direct interest in any property threatened by a fire, explosion, hazardous material incident, other emergency, other people, or agencies at the discretion of the Fire Chief, Fire Marshal or their designee, shall be admitted. It shall be unlawful for any unauthorized person to cross such emergency lines or limits.

Sec. 38-206 – Fire investigations

1. The Fire Chief, or the Fire Chief's designee, shall perform fire investigations pursuant to IC 36-8-17-7. The Fire Chief, or the Fire Chief's designee, is authorized to conduct an origin and cause investigation of all fires and explosions within the Westfield Fire Departments jurisdiction.

2. It shall be unlawful for any person to impede the Fire Chief, or the Fire Chief's designee, from conducting an origin and cause investigation.

Sec. 38-207 – Plan Review

The Westfield Fire Department Fire and Life Safety Division shall perform a review of all pertinent site plans, building plans (construction), fire protection system plans and specifications including sprinkler, fire alarm systems and hood suppression systems of any project within the boundaries of the Westfield Fire Department, in order to determine whether such plans and specifications comply with the applicable rules of the Commission, this Ordinance and any other codes, standards or rules that may apply. Separate review and permits shall be required for fire protection systems based on the Fire Protection Permit standards in this Ordinance.

1. Plans shall be submitted to the Westfield Fire Department Fire and Life Safety Division in a digital format and have available at the City of Westfield Building and Planning Departments traditional 24"x36" paper form.

2. Fire Department Plan Review shall occur at the following phases: Site Plan, Construction Plan and Fire Protection Systems Plan. This review shall run concurrent to the city plan review and any issues or corrections that need to be made to the plans shall be completed by the developer prior to the approval of the City of Westfield Planning and Building Department and the Westfield Fire Department. No City of Westfield or Westfield Fire Department approvals or permits shall be given or issued until review as provided herein and compliance has occurred.

Sec. 38-208 – Fire and Life Safety Inspections

1. The Fire Chief, Fire Marshal or their designee, shall conduct fire and life safety inspections in Class 1 Structures pursuant to IC 36-8-17-8.
2. Class 1 Structures shall be inspected as often as necessary for the purpose of ascertaining and causing to correct any violation of the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Fuel Gas Code, this Ordinance or any other rule of the Commission.

Sec. 38-209 - Emergency Entry

The Westfield Fire Department shall have the right to enter any building or premise without permission or warrant in the event of any emergency situation constituting a threat to human life, property or public safety for the purpose of eliminating, controlling or abating the dangerous condition or situation.

DIVISION 2 - INSPECTIONS AND INVESTIGATIONS

Sec. 38-221 – Right to Enter Buildings

Authorized personnel of the Westfield Fire Department may, at all reasonable hours, enter any Structure (except private dwellings) within the City of Westfield or Washington Township in Hamilton County for the purpose of conducting inspections or investigations pursuant to this ordinance. The right to enter shall extend to new Structures under construction as well as to existing structures being renovated or remodeled. An inspector or investigator may be required by the owner or occupant to produce satisfactory proof of authority or identity. If an inspector or investigator is denied access, the fire marshal may apply to a court of competent jurisdiction for an order allowing inspection.

Sec. 38-222 - Fire and life safety inspections; fees

1. The Westfield Fire Department shall perform fire and life safety inspections in Class 1 Structures under the administrative supervision of the Fire Chief pursuant to IC 36-8-17.
2. The Westfield Fire Department may, as often as may be reasonably necessary inspect every Structure, building, place and public way, except the interiors of private dwellings, for compliance with fire safety laws adopted by the Commission and this Ordinance.

3. Upon the request of an owner or a primary lessee who resides in a private dwelling, the Westfield Fire Department may inspect the interior of the private dwelling to determine compliance with IC 22-11-18-3.5 and all other applicable law and regulations.
4. The fees for Westfield Fire Department inspections performed under this section shall be the current fee /fine structure set by the City of Westfield.
5. Following the issuance of an inspection report that contains a violation of a fire safety law, pursuant to the enforcement procedures under section 38.203 of this ordinance, the Westfield Fire Department may re-inspect a structure, building or place to ensure the violation has been remedied. If a violation cited in the inspection report is not remedied upon the Westfield Fire Department re-inspection, the owner or, if applicable, primary lessee of the Structure, building or place shall be subject to the fee /fine structure set by the City of Westfield for any subsequent re-inspections of such violation.
6. All code violations will be documented on a fire inspection report form. Each business will be given thirty (30) days to correct code violations. Certain code violations may be given less time to correct due to their severity.

Sec. 38-223 – Determination of Violation

Whenever the Fire Chief, Fire Marshal or their designee, determines by inspection that an apparent or actual violation of the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Mechanical Code, Indiana Fuel Gas Code, this Fire Prevention Code, any other rule of the Commission or a hazardous condition exists upon any Class 1 Structure within the Westfield Fire Department service area, the person making such determination shall issue such Notice of Violation or order as may be necessary for the enforcement of the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Mechanical Code, Indiana Fuel Gas Code, this Fire Prevention Code, or any other rule of the Commission.

Sec. 38-224 – Notice of Violation

Under IC 36-8-17-9, an order of enforcement of the Indiana General Administrative Rules, Indiana Fire Code, Indiana Building Code, Indiana Mechanical Code, Indiana Fuel Gas Code, this Fire Prevention Ordinance, or any other rule of the Commission, which is within the jurisdiction of the Fire Chief, Fire Marshal or their designee , may seek the correction of any violation or the elimination of any hazardous condition by the methods specified in this Ordinance or by any other appropriate remedy or procedure provided by law. The failure of the Westfield Fire Department to inspect or to issue a Notice of Violation or order in accordance with this Ordinance shall not constitute approval of any violation or non-compliance. Any notice of violation or order issued pursuant to this section shall be conveyed upon the owner, operator, occupant, or other person responsible for the building or property. Conveyance of such order shall be by one of the following methods: Personal service (by affixing a copy thereof in a conspicuous place at the entrance of said building or premises), by mailing a copy thereof to such responsible person by first-class mail to his or her last known address pursuant to IC 4-21.5-3-6.

Sec. 38-225 – Imminent Danger

The Fire Chief, or the Fire Chief's designee, may stop an operation or require the evacuation with the approval of the State Fire Marshal of any Class 1 Structure or portion thereof under the provisions of IC 36-8-17-9 when it is determined that conduct or conditions of the property:

1. Present a clear and immediate hazard of death or serious bodily injury to any person other than a trespasser;
2. Is prohibited without a permit, registration, certification, authorization, variance, exemption, or other license required under IC 22-14, another Indiana statute or rule of the Commission; or
3. Will conceal a violation of law.

Sec. 38-226 –Duty to Correct Violations

The owner or person in control of any premises or building upon which a violation or hazard exists shall:

1. Cease and correct the violation.
2. Protect persons and property from the hazards of the violation.

Sec. 38-227 – Time Limit

Orders shall set forth a time limit for compliance dependent upon the type of hazard created by the violation(s).

Sec. 38-228 - Appeal from Orders

An owner or occupant who remains aggrieved by an order or decision issued pursuant to this Fire Prevention Ordinance and the matter involves a rule of the Commission, may appeal to the Indiana Fire Prevention and Building Safety Commission as set forth by IC 36-8-17.

Sec. 38-229 – Local Ordinance Appeals Process

1. The Fire Chief or Fire Marshal, on the complaint of any person or wherever he or they shall deem it necessary, shall inspect all buildings and premises within their jurisdiction. Whenever any of said officers shall find any building or other Structure which, for want of repairs, lack of or insufficient fire escapes, automatic or other fire alarm apparatus, or fire extinguishing equipment, or by reason of age or dilapidated condition, or from any other cause, is especially liable to fire, and which is so situated as to endanger other property or the occupants thereof, or whenever such officer shall find in any building combustible or explosive matter or flammable conditions dangerous to the safety of such building or the occupants there of, he or they shall order such dangerous conditions or materials removed or remedied, and such order shall be complied with by the owner or occupant of such premises or building. If such order is made by the Fire Marshal or any of the Inspectors, such owner or occupant may, within 24 hours, appeal to the Chief of the Westfield Fire Department who shall, within five days, review such order and file his decision thereon, and, unless by his authority the order is revoked or modified, it shall remain in full force and be complied with at the time fixed in said order or decision of the Chief of the Westfield Fire Department.

2. However, an owner or occupant who remains aggrieved by the decision issued pursuant to this Ordinance and the matter involves a rule of the Commission, may appeal to such Commission as set forth by IC 36-8-17.

Sec. 38-230 – Variances

1. An owner requesting a variance from the provisions of this Ordinance that are not contained in a rule of the Commission shall apply in writing to the applicable fire prevention chief. The granting of a variance shall be considered only upon the written application of the owner of the property, stating that:
   A. Practical difficulties have been encountered in the implementation of specific requirements of this Ordinance;
   B. Compliance with specific requirements of this Ordinance will cause unnecessary hardship to the owner; and
   C. The owner desires to take advantage of new methods or equipment which is recognized as adequate for the purpose for which they are to be substituted.
2. A variance may be granted only if the Fire Prevention Chief determines in writing that:
   A. The requested use or modification will conform with fundamental requirements for safety; and
   B. The granting of the variance does not increase the risk of fire or danger to the public. A copy of any variance granted shall be retained by the Fire and Life Safety Division.
3. A variance shall be enforced in the same manner as an order issued under Section 38-224 of this ordinance.
4. Whenever the Fire and Life Safety Division learns that an owner is in violation of the terms of a variance issued pursuant to this section, the Fire Marshal may order compliance as provided in Section 38-223 with the variance or with this Ordinance.
5. Pursuant to IC 22-13-2-7(c), variances granted by political subdivisions to the fire safety laws and building laws adopted in its ordinances are not effective until it approved by the Commission.

Sec. 38-231 – Orders to correct violations

1. If an owner or occupant fails to comply with an inspection report issued pursuant to Section 38-223 of this Ordinance or a variance issued pursuant to Section 38-230 of this Ordinance, the Fire Marshal may issue an order to compel compliance with the provisions of this Ordinance.
2. The failure of the Fire and Life Safety Division to inspect or to issue an order in accordance with this Ordinance shall not constitute approval of any violation or noncompliance with the provisions of this Ordinance.
3. Any order issued pursuant to this section shall be served upon the owner, operator, occupant or other person responsible for the building or property. Service of such order shall be by personal service, or by affixing a copy thereof in a conspicuous place at the entrance of said building or premises and by mailing a copy thereof to the owner or occupant by first class mail to the owner's or occupants last known address pursuant to IC 4-21.5-3.

Sec. 38-232 – Order forbidding occupancy

1. The Fire Chief or his designee is empowered to issue an order forbidding the occupancy of any structure or part of a structure, in accordance with IC 36-8-17-9.
2. The Fire Chief or his designee is empowered to issue an order forbidding continued construction of a building or structure when the building, structure or property under development is in violation of state or local fire prevention codes and continued work will:
   A. Conceal a violation of law;
   B. Be inaccessible to Fire Department apparatus; or
   C. Provide insufficient water supply as required by this Ordinance.
3. The order forbidding occupancy or continued construction shall be in writing, specifying whether it is applicable to the entire structure, part of the structure, or the property under development. The order shall state the reason for issuance and the conditions under which the structure, part of structure or property may be occupied or construction continued. The order shall be posted on the structure in a conspicuous location and if conveniently possible, shall be given to the owner of the property or his agent and to any other responsible person supervising work on the premises.

Sec. 38-233 – Records and reports

1. The Westfield Fire Department shall maintain files containing reports of all properties that have been inspected, all orders issued, of all complaints and fires investigated, and the location of all buildings containing hazardous occupancies.
2. Companies providing periodic inspections of fire protection systems such as fire sprinklers, fire pumps, fire alarms, kitchen hood suppression or clean agent, upon request, shall submit a copy of their inspection report to the Division of Fire and Life safety of the Westfield Fire Department.

Sec. 38-234 - Remedies

Any person who shall violate any provision of this Ordinance or who shall fail to comply with any order issued under this Ordinance, or who shall fail to comply with or to obtain any permit required hereunder, shall be subject to penalties prescribed in Section 38-231 of this ordinance. Each day a violation continues, it shall constitute an additional violation.

Sec. 38-235 - Certificate of Occupancy

Prior to the occupancy of any newly constructed Class 1 Structure *or* tenant area, an inspection and approval must be given by the City of Westfield Building Commissioner and the Fire Chief or the Fire Marshal and/or their respective designees. After the final inspection occurs, a Certificate of Occupancy shall be signed by the City of Westfield Building Commissioner and the Fire Marshal. This will then allow the occupant to start moving into the building. Occupancy prior to the issuance of Certificate of Occupancy shall result in a fine set forth by the current fee /fine structure set by the City of Westfield.

1. Acceptance Testing- Prior to the issuance of the Certificate of Occupancy for a newly-constructed, renovated, or remodeled Class 1 Structure, the City of Westfield Fire Department is required to witness a successful acceptance or performance test in accordance with the appropriate installation standard or manufacturer's specifications for the following systems (if applicable):
    A. Fire Alarm System;
    B. Sprinkler System;
    C. Special Hazard Fire Suppression System; and
    D. Type I Hood Exhaust System.

2. Written Verification - Prior to the issuance of the Certificate of Occupancy for a newly-constructed, renovated, or remodeled Class 1 Structure, the City of Westfield Fire Department requires written verification that each Fire Protection and Life-Safety System has been installed in complete agreement with the terms of the listing, manufacturer's instructions, and the applicable installation standards.

3. Installation Documents - Prior to the issuance of the Certificate of Occupancy for a newly-constructed, renovated, or remodeled Class 1 Structure, the City of Westfield Fire Department requires the following documentation (if applicable):

    A. Record of Completion for Fire Alarm Systems as required by NFPA 72.
    B. Contractor's Material and Test Certificate for Aboveground Piping for Sprinkler and Standpipe Systems as required by NFPA 13.
    C. Contractor's Material and Test Certificate for Underground Piping for Private Fire Service Mains, Fire Hydrants, and Piping as required by NFPA 13 and 24.
    D. Certificate of Completion / Installation for all Special Hazard Fire Suppression Systems.
    E. Air Balance Test Report (Type I and II Exhaust Hoods).

DIVISION 3 – ENFORCEMENT RESPONSIBILITY

Sec. 38-241 - Enforcement Authority

1. The Westfield Fire Department shall have the responsibility to enforce all provisions of this Ordinance within its jurisdiction.

2. A Westfield Fire Department shall have such other powers and duties as may be conferred from time to time by law or ordinance.

Sec. 38-242 - Legal assistance

The Fire and Life Safety Division may obtain the services of the City of Westfield attorney in connection with the enforcement of this Ordinance.

Sec. 38-243 - Law enforcement assistance

The Chief of the Westfield Police Department or the Hamilton County Sherriff may, upon request of the Fire Chief or the Fire Marshal, assign such available law enforcement officers as may be necessary to assist the Westfield Fire Department or the Fire and Life Safety Division in the enforcement of this Ordinance.

ARTICLE III - General Safety Provisions

Sec. 38-301 – Open Burning

1. Open Burning is prohibited unless authorized and conducted in accordance with the requirements contained in 326 IAC 4-1, 675 IAC 22, and this section.
2. In addition to the material restrictions identified in section 307.2.1 of the 2014 IN Fire Code, burning of leaves shall be strictly prohibited within the corporate boundaries of the City of Westfield
3. In accordance with section 307.2 of the 2014 IN Fire Code, the Westfield Fire Department must be notified prior to commencement of open burning. To obtain approval to commence open burning under section 307.1 of the 2014 IN Fire Code, the Division of Fire and Life Safety shall perform a site visit and approve a permit issued by the department authorizing the burning.

4. Due to the risks related to the methods of open burning the Division of Fire and Life Safety may require certain procedures to guarantee public safety including but not limited to:
    a. Standby fire personnel.
    b. Standby fire apparatus and equipment.
    c. If the proposed burning would constitute a hazardous condition, increased minimum separation distances and/or specific burning containers.

    ****The financial costs associated with these additional requirements shall be the responsibility of the petitioner.
5. Intentional deviation from this ordinance shall be subject to a fine of up to $500 for each violation

ARTICLE IV - FIRE SERVICE FEATURES

Sec. 38-401 – Address Identification

1. This section is to provide requirements to clearly identify and mark proper addresses on buildings. This section applies to existing buildings and new buildings, including buildings under construction.

2. Requirements - Approved numbers or addresses on a contrasting background shall be placed above the doorway or in such a position as to be plainly visible and legible from either direction of approach from the street or road fronting the property. The minimum size dimensions of the numbers shall be as specified below. Where a building or buildings are set back from the street or road fronting the property and where addresses may not be clearly identifiable due to distance from the street or roadway or to visual obstructions such as landscaping or architectural features, address or number posting shall be required both at the street or driveway serving such buildings and on the buildings. Multi-tenant buildings such as commercial strip centers will have the address on the rear door of their business as well. Residential Homes (Single Family), Individual condominiums, commercial suites and apartments shall have numbers or letters installed in accordance with the scope of this policy. In addition, minimum 6-inch high numbers, with 7/8-inch stroke, must be used to indicate apartment range numbers. On individual dwellings, a minimum 4-inch high number, with ¾-inch stroke, must be used.

A. Commercial / Industrial	6-12-inch number height	1 ½ inch stroke width
B. Multi- Unit Residential	6-12-inch number height	1 ½ inch stroke width
C. Single family and Duplex	4 -inch number height	¾ inch stroke width

Sec. 38-402 – Fire Lane Markings

The location of fire lanes shall be established by the Fire Chief, or the Fire Chief's designee. The Fire Chief, or his designee, can require signage or striping or any combination. Design of the fire lane markings shall be approved by the Fire Chief, or the Fire Chief's designee. The erection of and maintenance of fire lane marking signs and striping shall be the responsibility of the owner of private property upon which such lane marking signs and striping is to be installed. All markings shall remain in good visible condition as determined by the Fire Chief or the Fire Chief's designee. The parking or standing of any obstruction, including motor vehicles, within established fire lane markings on private or public property shall be prohibited.

Sec.38-403 – Gates and Barricades

1. The Fire Chief, or the Fire Chief's designee, is authorized to approve the installation of approved gates or other barricades across fire apparatus access roads, trails or other access ways, not including public streets, alleys or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 (IFC 503.5).

2. Approved gates or barricades shall be maintained by the property owner.

3. When a property is accessed through a gate or cross arm by means of a key or swipe card, it shall be equipped with a Key switch manufactured by the Knox Company. The switch will be keyed to the Westfield Fire Department Knox key. The location to be installed will be determined by the Fire Chief or the Fire Chief's designee. This section shall apply to Class 1 Structures as well.

Sec. 38-404 – Fire Department Connections, locations, access and signage

The location of the Fire Department Connections shall be approved by the Fire Chief, Fire Marshal or their designee, with respect to fire hydrants, fire department access roads, fire apparatus water supply lines, buildings, utilities and landscaping. Access to fire department connections shall be maintained at all times and not hindered by obstructions including fences, bushes, trees, walls or other fixed or removable objects.

1. Fire Department Connections shall be free standing and remote from the building.
2. The connection shall be a 5" Stortz type connection.
3. The Fire Department Connection shall be located to the curb cut of the main entrance of the project site or building it serves. The connection shall be arranged to face the street, driveway, or fire access route. This location shall be placed in an area that will not interfere with access to the building when hoses are laid from the closest fire hydrant to the Fire Department Connection. It shall also be located a distance of 1 ½ the total height of the building away from building.
4. The Fire Department Connection shall be located not more than one hundred (100) feet from the nearest fire hydrant.
5. The Stortz connection shall be arranged so that the connection is between thirty (30) and thirty-six (36) inches above the finished grade, sidewalk, or pit box top or lid at the location of the connection.
6. Where the Fire Department Connection is subject to vehicular damage, the connection shall be protected in accordance with the current requirements of the Indiana Fire Code.
7. The exposed exterior piping for the Fire Department Connection shall be painted red if it supplies a sprinkler system only, yellow if it supplies a combination sprinkler/standpipe system and green if it supplies a standpipe system only. The address for the building shall be on the riser of the Fire Department Connection. The Stortz connection shall not be painted.
8. The Fire Department Connection shall not be more than 25 feet from the curb.
9. Security Caps - When a building is protected by an automatic sprinkler and/or standpipe system and the Fire Department Connection is exposed to undue vandalism the Fire Chief or the Fire Marshal may require that a Knox Security Cap be installed. All new buildings equipped with an automatic sprinkler and/or a standpipe system shall install a Knox Locking cap on the Fire Department Connection

Sec. 38-405 - Marking of fire protection equipment, fire hydrants and apparatus access roads

1. Fire-protection equipment and fire hydrants shall be clearly identified in a manner approved by the Westfield Fire Department to prevent obstruction by parking and other obstructions.

2. Fire apparatus access roads shall be constructed in accordance with the requirements in 675 IAC 22 and shall be identified as fire access roads and the provisions set forth in Section 38-502 of the ordinance shall apply.

Sec. 38-406 – Fire Department access roads

Shall be built in accordance with the currently adopted version of the Indiana Fire Code and;

1. During construction fire apparatus access roads shall be constructed to the City of Westfield standards and specifications and shall be provided with a minimum surface of compacted stone or if the building is being constructed of combustible materials it shall have a minimum of asphalt binder.
2. A minimum of two means of access shall be provided for:
   A. Any subdivision with 50 or more single or two-family residential lots;
   B. Any development having one or more commercial, multi family, or industrial Structures, three stories or greater in height; or
   C. Any development having three or more commercial, multi family, or industrial Structures of any height.

Sec. 38-407 – Key Boxes

The Fire Chief or the Fire Marshal shall require a key box be installed in an approved location(s) on any new Class 1 Structure that is protected by an automatic sprinkler system equipped with a local or transmitted waterflow alarm, or the building is provided with any fire alarm system equipped with an outside audible/visual signaling device, or the building is provided with any fire alarm system where the alarm is transmitted to an off-site

location or to the fire alarm center for the servicing fire department, or an area on that property is unduly difficult because of secure openings and where immediate access is necessary for lifesaving or firefighting purposes for property preservation.

All Key boxes shall be purchased from Knox Box Corporation and keyed to the Westfield Fire Department.

1. The key box shall contain:

    A. Keys to locked points of ingress whether on the interior or exterior of such buildings.
    B. Keys to locked mechanical equipment rooms;
    C. Keys to locked electrical rooms;
    D. Keys to elevator controls
    E. Keys to other areas as directed by the fire official
    F. Keys to Post Indicator Valves controlling the water supply for Fire Sprinkler Systems.
    G. Fire Alarm Control Panels

2. The emergency key box shall be installed on the building no more than three (3) feet to the side of the main building entrance and approximately five (5) feet above grade. Alternate locations shall be approved by the Fire Chief or Fire Marshal. The red reflective, Knox Co. sticker shall be affixed in the upper corner of the main entrance door on the side leading to the key box.

Sec. 38-408 – Water Supply

A water supply capable of supplying the required fire flow, for firefighting purposes must be provided to all premises or property upon which a Class 1 or Class 2 Structure, or a portion of a Class 1 or Class 2 Structure is hereafter constructed. The water supply shall be provided as follows:

1. When a municipal water supply is available and contingent to the premises or property, fire hydrants and mains shall be installed and capable of providing the required fire flow as determined by Section 38-509 of this Article.

2. When a public water supply is not available to a premises, the water supply shall consist of a pond, stream, river, canal, lake, reservoir, quarry, pressure tank, elevated tank, swimming pool, other fixed systems, or fire department delivered portable system capable of providing the required fire flow. The on-site water supply shall be accessible to the Westfield Fire Department and be located within one hundred fifty (150) feet of the Class 1 building or Structure being protected with an automatic fire extinguishing system. If the on-site water supply is not within one hundred fifty (150) feet of the Structure being protected, the water supply shall be connected to onsite fire hydrants and mains capable of supplying the required fire flow. The owner shall verify the water supply requirements with the Westfield Fire Department prior to final design and construction. For buildings under construction. A water source approved by the Fire Chief or the Fire Marshal that is capable of supplying the required fire flow shall be made available prior to allowing combustible material to accumulate at the job site. Fire Hydrants shall be located within 400' of the Structure under construction. Fire hydrants shall be maintained clear and accessible for fire protection during all phases of construction. Water for construction purposes taken from hydrants shall in no way impede the Westfield Fire Department's use of the hydrants in emergencies.

Sec. 38-409 – Fire Flow Requirements

In determining the requirements for fire flow the Fire Chief, or the Fire Marshal, shall utilize 675 IAC 22 Appendix B -"Fire Flow Requirements for Buildings" and 675 IAC 22 Appendix C – "Fire Hydrant Locations and Distribution" as a guide. The requirements in Appendix B & C may not be made more stringent by the Fire Chief or the Fire Marshal.

Sec. 38-410 – Fire Hydrants

1. When determining the number and location of fire hydrants necessary to provide the required fire flow, Fire Chief, the Fire Marshal and/or his designee(s) shall use Appendix C, Fire Hydrant Locations and Distribution of the current Fire Protection and Building Safety Commission adopted fire code.
2. Fire hydrants shall only be used for fire protection, or as so directed by the water utility having jurisdiction.
3. Fire hydrants shall be kept clear and accessible at all times with a minimum of 3 feet of clearance around the hydrant.
4. Where the codes adopted by the Fire Prevention and Building Safety Commission or this Ordinance requires three (3) or more hydrants for proper fire-flow, those hydrants shall be placed in a 'loop' series in regards to the servicing water mains.
5. Public fire hydrants shall have a standard spacing as specified by the servicing water company as well as the approval of the Westfield Fire Department Division of Fire and Life Safety
6. All pubic fire hydrants shall remain the standard (consistent) color as provided by the servicing water company.

Private Hydrants

1. All private fire hydrants and water mains shall be installed and maintained as set forth in the adopted Fire Prevention and Building Safety Commission fire code.
2. The proposed location of private fire hydrants to supply the required fire flow shall be approved by the Fire Chief, the Fire Marshal and/or his designee(s) prior to construction of any Class 1 structure.
3. All private fire hydrants shall be painted yellow in color.

Installation Standards

1. Whenever the provisions of the article require the installation of a fire hydrant, whether on public or private property, such hydrant shall meet the following specifications:
   - A. It shall be equipped with a five-and-one-quarter-inch main valve opening
   - B. It shall be constructed with two (2) two-and-one-half-inch hose nozzles, with seven-and-one-half (7&1/2) national standard threads per inch
   - C. It shall be equipped with one (1) four-and-one-half-inch steamer nozzle equipped with a five (5) inch Storz connection
   - D. It shall be constructed to be opened by turning clockwise a national standard pentagon operating nut
   - E. The source of the water supply shall be buried a minimum of five (5) feet below the ground level at the hydrant
   - E. The hydrant shall be constructed with a break-off feature to prevent the hydrant from leaking when damaged by collision
2. All fire hydrants, public or private shall be located not more than eight (8) feet from the edge of a paved area accessible by a fire department pumping apparatus, unless in a construction area.

Out-of-Service Hydrants

1. Fire hydrants that are out of service should be covered with a bag indicating "Out of Service".
2. Nonfunctional hydrants shall be made functional or removed.

Sec. 38-411 – Required water supply for fire protection

In setting the requirements for fire-flow, the fire prevention chief shall use the provisions set forth in 675 IAC 22, as a guide. Notwithstanding the provisions of this subsection, a reduction in required fire-flow, of up to seventy-five (75) percent, is allowed when the building is provided with an approved automatic sprinkler system. The resulting fire-flow shall not be less than one thousand (1,000) gallons per minute at twenty (20) psi residual utilizing one (1) test hydrant and one (1) flow hydrant.

Sec. 38-412 – Emergency Radio Responder Coverage (ERRC)

The City of Westfield requires that certain newly constructed buildings have approved levels of emergency radio signal strength (relative to existing levels of public radio coverage available at the exterior). Where the design of the building reduces the level of coverage inside of the building below minimum performance levels, a distributed antenna system, signal booster, or other method approved by Westfield Fire Department (WFD) and Hamilton County Public Safety Communications Center (HCPSCC) shall be provided.

The following building types shall require Emergency Radio Coverage testing prior to Certificate-of-Occupancy:

- Any building with one or more basements or below grade building levels
- Any underground building
- Any building more than five stories in height
- Any building 50,000 square feet or larger

1. Testing: Documentation of testing by a person in possession of a current FCC license, or a current technician certification issued by the Associated Public Safety Communications Officials International (APCO) shall be provided to WFD prior to issuance of Certificate-of-Occupancy.
    A. Testing shall take place after installation of all roofing systems; exterior walls, glazing and siding/cladding; and all permanent interiors walls, partitions, ceilings, and glazing.
    B. If the building fails the test, a distributed antenna system with FCC certified signal booster or other approved system shall be installed to achieve the required level of radio coverage. Plans and specifications for ERRC systems must be approved by WFD and HCPSCC prior to installation.
2. Hamilton County Public Safety Communications Center (HCPSCC) Approval: FCC rules require anyone who has installed or will be installing a device that amplifies and rebroadcasts a public safety frequency must have an agreement with the public safety radio system owner. HCPSCC is the owner of the emergency radio frequency used by WFD and therefore must approve any amplification of these frequencies. HCPSCC has specific criteria that the system must be met and a legal agreement that parties must sign. Contact the Technical Services Manager at Hamilton County Public Safety Communications Center (HCPSCC), 317-776-4401 for forms and information.
3. Technical Criteria: Please contact the Technical Services Manager at Hamilton County Public Safety Communications Center (HCPSCC), 317-776-4401 for information related to frequencies used, radio sites, etc. necessary for modeling or designing radio coverage or amplification.
4. Plan Submittal, Inspection and Acceptance Testing (when a system is required): A set of plans for installation of a radio signal enhancement system shall be submitted to Westfield Fire Department Division of Fire and Life safety and the Westfield Building Department. A final acceptance test report shall be provided to the Division of Fire and Life Safety prior to issuance of Certificate-of-Occupancy. Final approval from HCPSCC is required prior to placing any system into service.
5. Coordination with Building Department: WFD determines when an ERRC system is required and has final authority for all requirements and testing. An ERRC system may only be waived if a determination is made by the Division of Fire and Life Safety. It is important that applicants installing a system coordinate with the City of Westfield Building Department in addition to WFD.

ARTICLE V - FIRE PROTECTION SYSTEMS

Sec. 38-501 – Construction Documents

Plans for fire sprinkler system, fire alarm system, a kitchen hood suppression system and high-piled Storage Arrangements shall be submitted for review to the City of Westfield Building and Planning Departments for review by the Westfield Fire Department Fire and Life Safety Division. Each applicable submittal must contain the following information:

1. Sprinkler / Standpipe Systems:
    A. Accurate shop drawings of the system.
    B. Hydraulic calculations.
    C. Product specification sheets.
    D. State of Indiana Construction Design Release if required by 675 IAC 12-6.

2. Fire Alarm Systems:
    A. Accurate shop drawings of the system.
    B. Battery calculations.
    C. Product specifications.
    D. State of Indiana Construction Design Release if required by 675 IAC 12-6.

3. Requirements for Kitchen Hood Fire Suppression System Submissions:
    A. Hood listing and installation documentation.
    B. Schematic of the fire suppression system installation and protected equipment.
    C. Product specification sheets of the nozzles, tanks, piping, agent and other related items.
    D. State of Indiana Construction Design Release if required by 675 IAC 12-6.

SMOKE DETECTORS AND SMOKE ALARMS

Sec. 38-502– Dwellings - smoke detector and smoke alarm requirements

1. Smoke detectors or smoke alarms required by 675 IAC 13 or 675 IAC 14 shall have a power supply as specified by the respective code. All other residential smoke detectors or smoke alarms may be powered by an AC power source or a battery. If the smoke detector or smoke alarm is solely AC powered and the manufacturer does not supply installation specifications, it shall be directly attached to a junction box with power supplied either from a dedicated branch circuit or the unswitched portion of a branch circuit also used for power and lighting, such installation shall be in accordance with 675 IAC 17. If the smoke detector or smoke alarm is solely powered by a battery, such battery shall be a non-removable, non-replaceable battery capable of powering the smoke detector or smoke alarm for a minimum of ten (10) years. For any dwelling unit requiring a non-removable, non-replaceable battery capable of powering the smoke detector or smoke alarm for a minimum of ten (10) years as provided in this subsection, it shall satisfy the requirements of this subsection that any non-compliant smoke detector or smoke alarm installed in such dwelling unit prior to August 1, 2014, be replaced with a compliant smoke detector or smoke alarm at such time such non-compliant smoke detector or smoke alarm is replaced for any reason. Smoke detectors and fire alarm devices that are connected to a panel as part of a monitored Fire Alarm System, or other devices that use a low-power radio frequency wireless communication signal are exempt from the battery requirements of this section.
2. It shall be unlawful for any person to tamper with or remove any smoke detector or smoke alarm, except when it is necessary for maintenance or inspection purposes. Any smoke detector or smoke alarm removed for repair, replacement or local remodeling shall be reinstalled or replaced so that it is in place and operable.
    A. Rental dwelling units. Each owner or manager or rental agent of the owner is responsible for the installation of required smoke detectors or smoke alarms and the repair or replacement of a required smoke detector or smoke alarm within two (2) business days after the owner, manager or rental agent is given written notification of the need to repair or replace the smoke detector or smoke alarm. Residents shall inspect and test the smoke detector or smoke alarm in accordance with manufacturer's instructions at least monthly.
    B. Owner dwelling units. Each owner is responsible for the installation of required smoke detectors or smoke alarms and the repair or replacement of a required smoke detector or smoke alarm within two (2) business days of finding it inoperable. An owner shall inspect and test the smoke detector or smoke alarm for power in accordance with manufacturer's instructions at least monthly.
3. A person, company, or corporation violating IC 22-11-18-3, IC 22-11-18-3.5 and provisions of this article shall be subject to penalties as specified in IC 22-11-18-5 and Section 103-3 of this Ordinance.

MEANS OF EGRESS

Sec. 38-503– Means of egress illumination and exit signs

1. Equipment providing emergency power for the means of egress illumination and exit signs shall be maintained in an operable condition.
2. An activation test of emergency lighting equipment shall be completed monthly. The activation test shall ensure the emergency light activates automatically upon normal electrical disconnect and stays sufficiently illuminated for a minimum of thirty (30) seconds.
3. For battery-powered emergency lighting, a power test of the emergency lighting equipment shall be completed annually. The power test shall operate the emergency lighting for a minimum of ninety (90) minutes and shall remain sufficiently illuminated for the duration of the test.

Sec. 38-504 – Means of egress continuity

Any member of the police or fire department who shall discover any fire escape or means of egress encumbered or obstructed in any manner shall report such condition to the Fire and Life Safety Division and such the Fire Marshal shall immediately notify the owner or occupant to remove such encumbrance or obstacle.

Sec. 38-505 – Exit Stairwell Identification

Each required stairwell in a building shall be identified with a letter and number. The letter shall start with A and the number will be the floor level. Example Stairwell A1 would be Stairwell A on the first floor; Stairwell A2 would be Stairwell A on the second floor. Each stairwell will have signage on the interior and exterior of each stairwell door indicating the stairwell letter/number designation. The stairwell with the roof access shall be labeled as well on each floor.

Sec. 38-506 – Portable fire extinguishers

1. Portable fire extinguishers shall be installed in accordance with and where required by the Indiana Fire Code and shall also be installed where required by this section.
2. Except for private dwellings, portable fire extinguishers shall be installed and maintained in all occupancies.

Sec. 38-507 – Requirements for commercial kitchen exhaust equipment and fire protection equipment

1. Any new installation or alteration of existing kitchen fire suppression equipment shall be inspected by the Fire and Life Safety Division prior to the kitchen cooking equipment being placed in-service. The installing company shall:
    A. Notify the Fire and Life Safety Division at least forty-eight (48) hours in advance of the system being completed for system testing; and
    B. Provide written documentation to the Fire and Life Safety Division that states the system has been inspected, signed by both the fire prevention inspector and the installation company's representative. This form is to be kept on file with the Fire and Life Safety Division.

Sec. 38-508 – Unlawful interference with fire protection equipment, barricades, devices, signs and seals

It shall be unlawful for a person to do or permit to be done any of the following acts:

1. Key box access and fire equipment keys - To make or cause or permit to be made or have in his or her possession any key for any key box emergency access system, Westfield Fire Department equipment, house or building used by the Westfield Fire Department, except upon the written order of the Fire Chief, or to fail or refuse to surrender possession of any such key upon demand of the Fire Chief;
2. Tampering with fire protection systems or equipment - To tamper, molest, remove or in any manner interfere with, damage or disturb any part of a fire protection system, apparatus, fire equipment, secured gates, barricades, devices, signs and seals in use in the City of Westfield
3. Injuring fire hose - To drive any motor vehicle over any fire hose laid in any street or Westfield Fire Department access road in the vicinity of any fire or while in use for any other purpose, or in any other way interfere with the use of such hose; or

4. Opening fire hydrants - To use or operate any public or private hydrants or valves connected to a water system intended for fire suppression purposes without written permission from the water utility or the Westfield Fire Department. Notwithstanding the provisions of this subsection, employees of the water utility who are authorized, members of the Westfield Fire Department, owners of private hydrants, and members of a duly recognized facility fire brigade may operate hydrants and valves as part of their assigned duties.

FIRE ALARM / DFETECTION SYSTEMS

Sec. 38-509 – Scope of article

This article is applicable to the installation and maintenance of all manual and automatic Fire Alarm Systems in new and existing Structures. Also, faulty and/or false alarms, and delayed notification of manual or automatic Fire Alarm Systems.

Sec. 38-510 – Notification upon Fire Alarm activation

1. The Westfield Fire Department shall be notified immediately upon the activation of any fire alarm, except in the case of a supervised fire drill, periodic testing or maintenance of a system.
2. Notwithstanding subsection (1) of this section, such notice shall be required if the alarm is directly transmitted by private line
3. The monitoring company shall notify Hamilton County 911 Center when the alarm is received at all times except as stated in subsection (1) of this section.
4. Upon the receipt of a supervisory signal from a fire alarm or fire suppression system, the central station shall perform the requirements of "Disposition of Signals" as set forth in 675 IAC 28-1-28.
5. Upon the receipt of a trouble signal from a fire alarm or fire suppression system, the central station shall perform the requirements of "Disposition of Signals" as set forth in 675 IAC 28-1-28.

Sec. 38-511 – Faulty alarms

1. FALSE ALARMS - The willful and knowing initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.
2. EXCESSIVE FALSE ALARMS - It shall be unlawful for any person or entity who owns or controls property in the city on which an Alarm System is installed to issue, cause to be issued, or permit the issuance of more than three false alarms in a twelve-month period. A person or entity who owns or controls property on which the Alarm System is installed shall receive a warning from the city for each false alarm. There shall be no distinction between fire and security false alarms.
3. PENALTY - The person or entity in violation of this chapter shall pay as a penalty, this sum shall be subject to the fee /fine structure set by the City of Westfield

ARTICLE VI - MISC. PROVISIONS

Sec. 38-601 – Consumer Fireworks

1. Pursuant to I.C. § 22-11-14-6(d), I.C. § 22-11-14-10.5, and this Ordinance, consumer fireworks may only be used in the Westfield and Washington Township, Hamilton County, Indiana, during the days and times listed below:
    A. Between the hours of 5:00 p.m. and two hours after sunset on June 29 through July 3 and July 5 through July 9; however, regardless of what time sunset occurs, no later than 11 PM;
    B. Between the hours of 10:00 a.m. and 12:00 midnight on July 4 and December 31;
2. Use of fireworks is restricted to property owned or authorized for use by the user;
3. Fireworks use is not permitted on city owned property, parks, roads, easements or other publicly owned property without specific approval by the Westfield Fire Chief or his designee;

4. Nothing in this section shall prevent the fire chief, or his designee, from preventing the use of fireworks due to weather conditions or any other safety concern.
5. Any violations of this section shall be punished by a fine which shall be the current fee /fine structure set by the City of Westfield Code of Ordinances.

Sec. 38-602 – Vacant or abandoned buildings; placarding

The Fire and Life Safety Division may implement a program for identifying and placarding vacant or abandoned Class 1 Structures that pose an unreasonable risk hazard to firefighters who forcibly enter a building or Structure for controlling or extinguishing a fire. Unreasonable risk hazards shall include but not be limited to Structure deficiencies such as open roof(s), missing steps or stair(s), holes in floor(s), open wall(s) or shaft(s) or the illegal removal of Structure components of a building or Structure that may cause an entanglement or premature collapse hazard for firefighters.

Sec. 38-603 - Underground storage tanks; notification

Any person who supervises, manages, or directs the installation, retrofitting, removal or closure of underground storage tanks shall notify the Fire and Life Safety Division fourteen (14) days prior to commencement of work; however, this requirement shall not apply in emergency repair work where fourteen (14) day notification is not possible.

Sec. 38-604 – Traffic Signals

Any time a new development is required to install a traffic control signal device, or upgrade an existing signal, the developer shall be responsible for installing the current emergency vehicle preemption signaling equipment used by the Westfield Fire Department on the new signal.

ORDINANCE NUMBER 21-52

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 2112-PUD-29**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2112-PUD-29** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a positive recommendation **(8-0)** in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 8, 2022;

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

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

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as "**Springwater PUD District**" (the "District").

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Unified Development Ordinance (the "UDO"), as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

1.3 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.

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

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following additional definitions are hereby incorporated:

2.1 Exterior Material. The separate architectural siding materials and patterns on a Front Building Facade such as Masonry Materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials).

2.2 Transitional Architecture. An architectural style that combines familiar architectural styles and materials with modern elements such as large windows, wood accents, and metal roof accents.

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

3.1 The Real Estate shall be developed in substantial compliance with the Concept Plan as determined by the Director.

3.2 The District is hereby divided into three (3) areas, as depicted on the Concept Plan and labeled as "Townhouses Subdistrict", "Single Family Subdistrict", and "Private Residence & Store Subdistrict" (individually or collectively, the "Subdistrict" or "Subdistricts"). Refer to **Exhibit E**, Springwater Subdistrict Exhibit for boundaries of subdistricts.

3.3 Development of each Subdistrict shall be regulated as set forth in this Ordinance.

Section 4. **Underlying Zoning District.** The Underlying Zoning District of the Townhouses shall be SFA: Single-family Attached Subdistrict, the Single Family shall be SF4: Single-family High Density Subdistrict, and the Private Residence & Store shall be AG-SF1: Agricultural / Single-Family Rural Subdistrict.

Section 5. **Permitted Uses.**

5.1 Only uses specified within this section shall be permitted for each Subdistrict.

5.2 The following uses shall be permitted in the Townhouses Subdistrict:

A. Dwelling, Townhouse
B. Development Amenities

5.3 The following uses shall be permitted in the Single Family Subdistrict:

A. Dwelling, Single Family
B. Development Amenities

5.4 The following uses shall be permitted in the Private Residence & Store Subdistrict:

A. Dwelling, Single Family
B. Low traffic antique shop in existing structures(the use authorized under prior variance V-83-V-1 dated 11/02/1982)

5.5 Maximum Dwellings. The total number of Dwellings permitted in the Real Estate shall not exceed one-hundred (100).

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

6.1 AG-SF1: Agriculture / Single-family Rural District (Article 4.2): Shall apply to the Private Residence & Store Subdistrict except as modified below:

A. Minimum Lot Frontage (Article 4.2(D)): Shall not apply for the Private Residence & Store Subdistrict, however, the lot shall have vehicular access to a street (via, public street, private street, and/or a shared ingress/egress easement).

B. Side and Rear Yard Setback (Articles 4.2(E)(2)): Existing structures are exempt from the Side and Rear Yard Setback requirements in the Private Residence & Store Subdistrict.

6.2 SF4: Single-family High Density District (Article 4.7):Shall apply to the Single Family Subdistrict except as modified below:

Single Family Subdistrict (Single-Family High Density)		
Standard	**Single Family - Alley**	**Single Family - Front**
Minimum Lot Area (4.7(B))	4,800 SF	6,800 SF
Minimum Lot Width (4.7(E))	45’	60’
Minimum Lot Frontage (4.7(C))	No minimum, however, all lots shall have vehicular access to a street (via, public street, private street, alley, or a shared ingress/egress easement)	No minimum, however, all lots shall have vehicular access to a street (via, public street, private street, alley, or a shared ingress/egress easement)
Minimum Building Setbacks		
Front Yard (4.7(D)(1))	10’	10’ * Garages shall be set back 10’ from the front façade.
Side Yard (4.7(D)(2))	5'	5'
Rear Yard (4.7(D)(3))	10’ * A driveway at least 18’ deep shall be required.	30’
Maximum Building Height (4.7(F))	35’	35’
Minimum Living Area (4.7(G))	1,600 SF	1,600 SF

6.3 SFA: Single-family Attached District (Article 4.9): Shall apply to the Townhouses Subdistrict except as modified below:

Standard	Townhouses Subdistrict
Maximum Density (4.9(E))	Shall Not Apply
Maximum Project Size Within District (4.9(G))	Shall Not Apply
Minimum Building Setbacks	
Front Yard (4.9(H)(1))	0’. However, a minimum 8’ landscaped area shall be provided between the path or sidewalk and the front of each Townhouse.
Front Setback Stagger (4.9(H)(2))	Townhouse units shall be staggered within a building a minimum of 1.5’ between the end units and the inside unit(s)
Minimum Distance Between Structures (4.9(I))	12’
Project Perimeter Setback (4.9(J))	Shall Not Apply
Maximum Building Height (4.9(K))	35’(Two-Story)
Minimum Living Area (4.9(L))	1,600 SF

Section 7. **Overlay Districts.** Article 5.2: US Highway 31 Overlay District, shall not apply to the development of the District.

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

8.1 Accessory Use and Building Standards (Article 6.1): Shall not apply to existing structures in the Private Residence & Store Subdistrict

8.2 Architectural Standards (Article 6.3): Shall not apply. The following standards shall apply in lieu of the Architectural Standards of Article 6.3:

A. Character Exhibit: The "Character Exhibit", attached hereto as **Exhibit C**, is hereby incorporated to capture the intended Transitional Architecture of Townhouses Subdistrict and Single-Family Subdistrict to be constructed. It is not the intent to limit the architecture shown in the Character Exhibit, but to establish a benchmark for quality, vision, and appearance of architecture within the development. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.

B. Four-Side Architecture: Design detailing shall be continued completely around the building consistent with the building's intended architectural style. Detailing elements shall include, but are not limited to, style of windows, window placement, trim detailing, roof design, and Exterior Materials, unless otherwise required by this Ordinance.

C. Homes constructed in the Single Family Subdistrict shall comply with the following architectural standards:

a. Building Materials.

i. Vinyl and aluminum siding shall be prohibited.

ii. All single family homes will have masonry (either stone or brick veneer) at ground level. This masonry material will be continuous all the way around the base of each building except where interrupted by access points (like steps or doors). This masonry will extend – at a minimum – from the ground up to the level of the watertable.

b. Exterior Trim Materials: Wood, fiber cement or equivalent trim shall be used for corners, frieze boards, window trim, door trim, and as a transitional material between two different Exterior Materials, provided, however, trim shall not be required for windows, doors, corners, and the like that are surrounded by Masonry Materials; and provided further, that if windows

have shutters, then such windows shall not require a trim wrap. Required trim shall be a minimum of five and one-half inches (5 and 1/2") wide.

c. Windows:

   i. All windows shall have either shutters and/or architectural treatment. For windows in a masonry façade, the architectural treatment shall be of natural or masonry materials and be applied to the sill and header at a minimum. For windows in a non-masonry façade, the architectural treatment shall be of a natural material and be applied to the sill, header and jams.

   ii. All homes shall have a minimum of three (3) windows on all four (4) sides of the home. For the purposes of this calculation, a double window shall be counted as two (2) windows.

d. Minimum Overhangs: All homes shall have a minimum of 12" roof overhangs.

e. Roof Pitches: Homes designed in the Midcentury Modern, Modern Prairie, or other modern styles that typically have low slope roofs may have a minimum roof pitch of 4:12 for the main roof. The minimum roof pitch for the main roof of all other architectural styles shall be 6:12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles. The building permit application shall indicate whether the home is designed in a modern architectural style.

f. Roofing Materials: All homes shall have dimensional or architectural grade shingles. Full metal roofs will not be allowed. Metal accent roofs may be used as coverings over a porch, a window seat, a bump-out, a dormer, or similar architectural feature.

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

   i. For front loading garages, a two-bay garage door width may not exceed forty percent (40%) of the linear footage of the front elevation of the home. For the purpose of the standard, a third car bay shall not be included in calculating the linear footage of the front elevation of the home.
   ii. Two (2) dusk-to-dawn coach lights shall be provided on all garages.
   iii. If a home has a three car garage, the third car bay shall be setback behind the Established Front Yard a minimum of two (2) feet.
   iv. All garage elevations shall (i) include at least two (2) design elements or windows to vary the appearance of the garage façade and (ii) be painted a color to match the Exterior Material or a color to accent the Exterior Material. Design elements include the garage

door, garage hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows and gable decorative louver.

h. Front Building Façade Requirements: At a minimum each Dwelling shall utilize the following architectural elements on the Front Building Façade:

   i. Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, window and door wraps, and as transitional material between two different Exterior Materials.
   ii. Architecturally enhanced / decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments, or shutters).
   iii. Roof design featuring a hip roof; dormers (a minimum of two (2) dormers); a reverse gable; a shed roof accent; or, two (2) or more roof planes.
   iv. All one-story dwellings shall have a minimum of four (4) windows on the Front Façade and all two-story dwellings shall have a minimum of six (6) windows on the Front Façade.

i. Side Building Façade Requirements: All Dwellings (i) on Corner Lots (side facing a street) or (ii) with a Side Lot Line abutting a Common Area (side facing the common area) which have a gable end on the side Building Façade shall incorporate a minimum of one (1) of the following elements on the side Building Façade. The following elements shall be used and shall be consistent with elements included on the Front Building Façade:

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

j. Streetscape Diversity: Single-Family Dwellings located within three (3) Lots with a Front Lot Line abutting the same Street and Single Family Dwellings located across the street or diagonally opposite shall, at the time of the issuance of the Certificate of Occupancy:

   i. Be a significantly different front Building Facade (i.e. architectural style, roof lines, window placement, proportion of siding materials). Minor variations in architectural features or materials (i.e. shutters, door styles, siding patterns) shall not qualify as significantly different if the Dwelling on the adjacent Lot is of a similar floorplan; and

   ii. Have a different primary siding color than the adjacent Lot.

D. The homes in the Townhouses Subdistrict shall comply with the following architectural standards:

a. Building Materials: Permitted Exterior Materials are as follows:

i. Masonry Material (brick or cultured stone), fiber cement siding, composite trim, composite veneer panels, vinyl shutters, aluminum facia, aluminum soffits, aluminum downspouts/gutters.

ii. All townhouses will have masonry (either stone or brick veneer) at ground level. This masonry material will be continuous all the way around the base of each building except where interrupted by access points (like steps or doors). This masonry will extend – at a minimum – from the ground up to the level of the watertable.

b. Roof Design:

i. Minimum Overhang: The primary/main roof overhang or eaves shall be a minimum of twelve inches (12") on all facades of each Building, as measured prior to the installation of any Masonry Materials.

ii. Roofing Materials: All homes shall have dimensional or architectural grade shingles. Full metal roofs will not be allowed. Metal accent roofs may be used as coverings over a porch, a window seat, a bump-out, a dormer, or similar architectural feature.

iii. Roof Pitch: Townhouses designed in the Midcentury Modern, Modern Prairie, or other modern styles that typically have low slope roofs may have a minimum roof pitch of 4:12 for the main roof. The minimum roof pitch for the main roof of all other architectural style shall be 6:12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles. Shed roof dormer accents shall be no less than 3:12. The building permit application shall indicate whether the home is designed in a modern architectural style.

c. Garages: All Dwellings shall have a two (2) car garage.

d. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade (façade including the entry door) unless specifically noted otherwise:

i. Shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding or board and batten siding.

ii. Shutters or a six-inch(6") nominal trim board on all operable windows(windows which open) shall apply unless wrapped in masonry.

iii. A minimum of one (1) offset at least one and a half feet (1.5') deep by a minimum height equivalent to one-story (exclusive of relief for doors, windows and other openings). Said relief could be either on the first floor or second floor.

iv. A minimum of four (4) windows.

v. Front door entranceways shall include a porch not less than three feet (3') deep by five feet (5') wide (prior to installation of any Masonry Material).

vi. The roof design shall include at least one (1) of the following features: dormer, jerkinhead roof, shed roof accent, cornice returns, gable, or two (2) or more roof planes.

vii. Gable ends shall include a minimum of one (1) of the following architectural treatments: brackets, trim detail, change in material pattern, sub-rake board not less than four-inch (4") nominal width or composite veneer panels.

e. Side Building Façade Requirements: At a minimum, the side elevation for each end unit on each Townhouse building shall utilize the following architectural elements (exclusive of common firewalls separating units contained in same building structure):

i. A minimum of three (3) windows shall be required.

ii. All windows shall have a minimum four-inch (4") nominal width trim.

iii. Architectural treatment (trim detail, a change in material pattern, etc.) shall be utilized on gable ends.

f. Rear Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Rear Façade (façade opposite the façade including the entry door):

i. A minimum of two (2) windows shall be required.

ii. Windows shall have minimum four-inch (4") nominal width trim.

g. Streetscape Diversity: The following design criteria shall apply only to Townhomes whose Front Building Facades face Union Street and shall be provided to achieve streetscape diversity along the Union Street frontage:

i. Townhouses adjacent to Union Street shall require the front door to face Union Street and the garage shall face an internal street or alley.

ii. A sidewalk/pedestrian corridor and courtyard shall be provided between buildings along Union Street as shown in the Concept Plan.

iii. Each unit shall have outdoor living areas along the streetscape.

D. Article 6.3 shall not apply to the existing structures in the Private Residence and Store Subdistrict.

8.3 Article 6.8 Landscaping Standards: Shall apply, except as modified below.

A. Tree Preservation (Article 6.8(E)): The Open Space Amenity and Preservation Exhibit, attached hereto as **Exhibit D** is hereby incorporated. Existing vegetation shall be protected in a Tree Preservation Easement where shown as "Tree Preservation Easement" in **Exhibit D** in accordance with Chapter 8 of the Design Standards except as modified by this Ordinance.

B. Street Trees (Article 6.8 (J)): Shall apply, unless otherwise approved by the Director or Department of Public Works, except the following:

1. Street trees are not required on alleys or private streets with Townhouse Dwelling frontage.
2. Street Tree spacing (Article 6.8(J)(3)): shall not apply.

C. Foundation Plantings (Article 6.8 (L)(1): Shall apply to Townhouse Dwellings only. Along Union Street, the foundation plantings shall be a landscaped area between the front of the townhomes and the perimeter trail with the following requirements:

1. The landscaped area shall be a minimum of 8' wide, between the buildings and the trail. A minimum of One (1) ornamental tree and five (5) shrubs shall be provided per Townhouse in this area. In addition, shade trees shall be provided between the trail and Union Street if permitted by Section 8.3D below in accordance with the Street Tree standards of Article 6.8 (J) of the UDO. Landscaping within the landscaped area may be installed in the Right-of-way, subject to approval from the Department of Public Works.
2. Minimum of six (6) different species of shrubs shall be used along the streetscape to provide diversity. The number of plantings shall comply with the 8.3C of this document.

D. External Street Frontage Landscaping Requirements (Article 6.8(M)): Shall not apply. However, plantings accomplishing an aesthetic similar to Street Trees may be installed in the Union Street Right-of-way between the pedestrian path and public street, subject to approval from the Community Development and Public Works Departments.

E. Buffer Yard Requirements (Article 6.8 (N)): There is no Buffer Yard required adjacent to the Lantern Park subdivision to the south and east. Buffer Yard B (40' minimum), as indicated in Article 6.3(N), shall be provided along the north and east property lines (except at the Private Residence & Store Subdistrict). Tree Preservation Easement areas shall be credited toward required Buffer Yard plantings in accordance with Article 6.8(E)(6)(b). Along the east property line, , to the west of the Tree Preservation Area and within the 40-foot Buffer Yard (as shown on the Concept Plan, **Exhibit B)** a 10 foot wide row of evergreen trees shall be

provided. This row shall consist of a minimum of thirty (30) evergreen trees and shall count towards the Buffer Yard B plantings.

8.4 Sign Standards (Article 6.17): One (1) sign in accordance with Article 6.17(H) Individual Nonresidential Signs may be installed within the Real Estate for the Private Residence & Store Subdistrict (but not within one-hundred (100') feet of the Union Street right-of-way). This sign shall not count toward the residential signs permitted for the Townhouses and Single Family Subdistricts by Article 6.17(G). Existing sign may remain until a new sign is installed.

8.5 Vision Clearance (Article 6.19 (A)(1): Shall not apply. Instead, the following shall apply:

A. Thirty-five (35) feet from the intersection of Union Street and the entrance roads. The vision clearance shall be measured between the Union Street right-of-way line and the back of curb of the entrance road as shown on **Exhibit B**.
B. Ten (10) feet from all other intersections including Local streets, Driveways, and Alleys as measured from the back of curb.

Section 9. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7: Subdivision Regulations), unless otherwise approved by the Department of Public Works.

Section 10. **Design Standards.** The standards of Chapter 8: Design Standards shall apply to the development of the Real Estate, except as otherwise modified below:

10.1 Open Space and Amenity Standards (Article 8.6): Shall not apply. However, Open Space and Amenity Standards shall substantially comply with **Exhibit D.** The location of the amenities (playground, gazebo, firepit) shall be determined by the developer and will not be required to be in substantial compliance with the Concept Plan.

10.2 Pedestrian Network Standards (Article 8.7): Shall apply except as modified below:

A. Internal Pedestrian Network Standards (Article 8.7(C)(2)): Sidewalks shall be required on both sides of the internal streets and internal Private Streets in all developments except the following:

1. Sidewalks are not required on private streets on rear of townhouses

B. Perimeter/External Pedestrian Network Standards (Article 8.7(D)): The pedestrian trail along Union Street shall be extended south along the roadway frontage to 161st Street as required by Article 8.7(D)(1) except where installed in this corridor by others including the roundabout project proposed at 161st and Union Street, provided the roundabout project has commenced prior to the recording of the Secondary Plat.

10.4 Street and Right-of-Way Standards(Article 8.9): The District shall comply with the requirements of the Thoroughfare Plan unless otherwise agreed to by the Department of Public Works.

10.5 Tree Preservation Easement Standards (Article 8.3(H)): Article 8.3(H) shall apply except as modified below. The Primary Plat and Secondary Plat shall document the dimensioned limits of the Tree Preservation Easement. Tree Preservation Easement standards (8.3(H)) will be included in Covenants, Conditions, and Restrictions with the following additional requirements:

A. Permitted activities:
   a. Neighborhood Amenities as shown in **Exhibit D** are permitted activities within the Tree Preservation Easement. Mowing and Seeding are permitted within three feet (3') of the Amenities including trails shown.
   b. Activities permitted by any legal drain easement are permitted within the Tree Preservation Easement where these easements overlap.
   c. The existing drive to the Private Residence and Store Subdistrict and Proposed Trails are permitted.

B. Required Activities:
   Signs identifying a "Tree Preservation Area" shall be posted every one-thousand (1,000) feet near the perimeter of all Tree Preservation Easements. Such signs shall state "Natural Preservation Area. No mowing or spraying or Removal of Trees. Restricted Area."

Section 11. **Termination of Existing Variances.** All variances under Application Number V-83-V-1 dated 11/02/1982 shall be terminated upon the effective recording date of the secondary plat.

Section 12. **Severability Clause.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

Section 13. **Sunset Clause.** To the extent the provisions of this subsection are not in conflict with Indiana Code 36-4-7-4-1109, this Ordinance shall be subject to review and approval by the City Council on January 1st of the 6th full calendar year following the approval of this Ordinance, if at least one (1) Improvement Location Permit within the District has not been issued.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis
_____	_____	_____
Jake Gilbert	Jake Gilbert	Jake Gilbert
_____	_____	_____
James J. Edwards	James J. Edwards	James J. 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 affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Neil Goradia

I hereby certify that **ORDINANCE 21-52** was delivered to the Mayor of Westfield on the _____ day
of _____, 2022, at _____ ____m.

_____
Cindy Gossard, Clerk Treasurer

I hereby APPROVE **ORDINANCE 21-52**

This _____day of _____, 2022

_____
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 21-52**

This _____day of _____, 2022

_____
J. Andrew Cook, Mayor

This document prepared by: Neil Goradia
Apollo Developers LLC
12941 Coyote Run
Fishers, IN 46038

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description and Location Map)
Exhibit B	Concept Plan
Exhibit C	Character Exhibit
Exhibit D	Open Space Amenity and Preservation Exhibit
Exhibit E	Springwater Subdistrict Exhibit
Exhibit F	Vicinity Map

EXHIBIT A

LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 7, Township 18 North, Range 4 East, described as follows:

Begin at the Northwest corner of the Northwest Quarter of Section 7, Township 18 North, Range 4 East, thence East in and along the North line of said Northwest Quarter, 78 poles (1287.0 feet) to a stone, thence South parallel with the West line of said Quarter, 44 poles (726.0 feet) to a point, thence West parallel with the North line of said Quarter, 1287.0 feet to the intersection with the West line of said Quarter, thence North in and along the said West line, 44 poles (726.0 feet) the place of beginning.

AND

Part of the Northwest Quarter of Section 7, Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows, to-wit:

Beginning at the point of the West line of said Northwest Quarter 726 feet (44 poles) South of the Northwest corner of said Northwest Quarter Section; thence East parallel with the North line of said Northwest Quarter Section, 1867 feet to a point; said point being 740 feet West and 726 feet South of the Northeast corner of said Northwest Quarter Section; thence South parallel with the East line of said Northwest Quarter Section, 594 feet to a point; thence West parallel with the North line of said Northwest Quarter Section 580 feet to a point; thence North 132 feet (8 rods) toa point; thence West 1287 feet (78 poles) to the intersection with the West line of said Northwest Quarter Section; said point of intersection being 1204.5 feet (73 rods) South of the Northwest corner of sais Northwest Quarter Section; thence North on and along the West line of said Northwest Quarter Section 478.5 feet to the point of beginning; said beginning point being 726 feet South of the Northwest corner of said Northwest Quarter Section, containing 22 acres, more or less.

AND

A part of Block ‘’A” in Lantern Park, Section 1, being part of the west half of the Northwest Quarter of Section 7, Township 18 North, Range 4 East, Hamilton County, Indiana with the plat of said Lantern Park, Section 1 being recorded as Instrument Number 2016031196, described as follows:

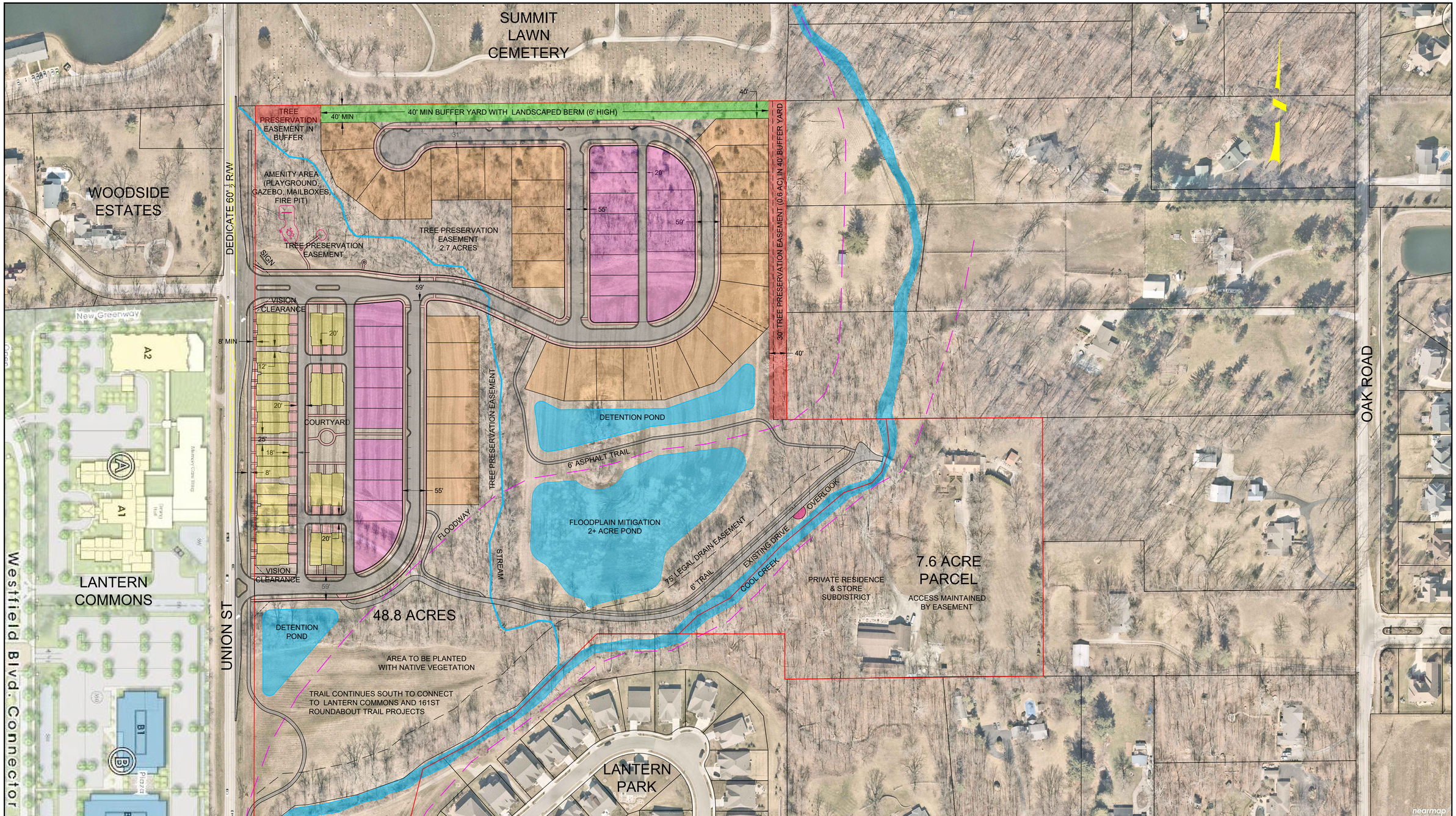
Commencing at the southeast corner of said Block “A”; thence along the southerly line of said Block “A” and the northerly right-of-way line of 161st Street the following three (3) courses: 1) South 89 degrees 45 minutes 18 seconds West (bearings based upon the recorded plat of Lantern Park) 141.02 feet; 2) North 32 degrees 15 minutes 1 second West 35.38 feet; 3) South 89 degrees 45 minutes 18 seconds West 75.37 feet, more or less, to the centerline of Cool Creek and the point of beginning of this description: thence continuing along said northerly right-of-way line, South 89 degrees 45 minutes 18 seconds West 49.63 feet to the northeast corner of that 0.159 acre parcel described in the Warranty Deed recorded as Instrument Number 2020069894; thence along the northern boundary of said 0.159 acre parcel the following two (2) courses: 1) North 85 degrees 01 minute 12 seconds West 141.65 feet; 2) North 31 degrees 5 minutes 51 seconds West 95.07 feet to the east right-of-way line of Union Street; thence North 0 degrees 6 minutes 33 seconds East 654.08 feet along east right-of-way line, more or less, to the center of Cool Creek; thence along the centerline of Cool Creek the following nine (9) courses: 1) South 20 degrees 41 minutes 50 seconds East 35.51 feet; 2) South 27 degrees 38 minutes 4 seconds East 34.20 feet; 3) South 24 degrees 4 minutes 36 seconds East 59.13 feet; 4) South 11 degrees 49 minutes 19

seconds East 149.34 feet; 5) South 7 degrees 35 minutes 20 seconds East 138.63 feet; 6) South 12 degrees 32 minutes 35 seconds East 129.48 feet; 7) South 26 degrees 4 minutes 44 seconds East 91.32 feet; 8) South 17 degrees 13 minutes 56 seconds East 105.38 feet; 9) South 45 degrees 11 minutes 55 seconds East 53.10 feet to the point of beginning and containing 1.755 acres, more or less.

AND

A part of Block ''A" in Lantern Park, Section 1, being part of the west half of the Northwest Quarter of Section 7, Township 18 North, Range 4 East, Hamilton County, Indiana with the plat of said Lantern Park, Section 1 being recorded as Instrument Number2016031196, described as follows:

Beginning at the northwest corner of said Block "A"; thence along the north and easterly boundaries of said Block "A" the following four (4) courses: 1) South 89 degrees 59 minutes 3 seconds East (bearings based upon the recorded plat of Lantern Park) 784.51 feet; 2) South 45 degrees 39 minutes 0 seconds West 267.30 feet; 3) South 57 degrees 3 minutes 52 seconds West 120.36 feet; 4) South 61 degrees 45 minutes 5 seconds West 120.98 feet; thence, more or less, along the centerline of Cool Creek the following five (5) courses: 1) South 53 degrees 18 minutes 58 seconds West 64.26 feet; 2) South 72 degrees 2 minutes 13 seconds West 117.78 feet; 3) South 78 degrees 9 minutes 58 seconds West 128.77 feet; 4) South 51 degrees 46 minutes 24 seconds West 61.68 feet; 5) thence South 21 degrees 29 minutes 51 seconds West 99.80 feet; thence North 89 degrees 53 minutes 27 seconds West 12.18 feet to the east right-of-way of Union Street; thence North 0 degrees 6 minutes 33 seconds East 541.89 feet along said east right-of-way to the point of beginning and containing 5.128 acres, more or less.



OLD TOWN DESIGN GROUP

APOLLO DEVELOPERS

SPRINGWATER CONCEPT SITE PLAN

- TOWNHOUSE - 2-STORY (3-4 TOWNHOUSES PER PAD) - 32
- SINGLE FAMILY COTTAGES (ALLEY LOAD) - 45' MIN - 25
- SINGLE FAMILY VILLAS (FRONT LOAD) - 60' MIN - 33
- 40' BUFFER YARD W/ 30' MIN TREE PRESERVATION EASE
- 40' TYPE B BUFFER YARD

BUILDER OLD TOWN DESIGN GROUP

EXHIBIT C

CHARACTER EXHIBIT

TRANSITIONAL ARCHITECTURE

FAMILIAR FORMS WITH MODERN FEATURES

Curated semi-custom designed exteriors created exclusively for Springwater will merge transitional and modern styles to create variety that is complimentary. High quality materials to be used across all architectural styles inclusive of:

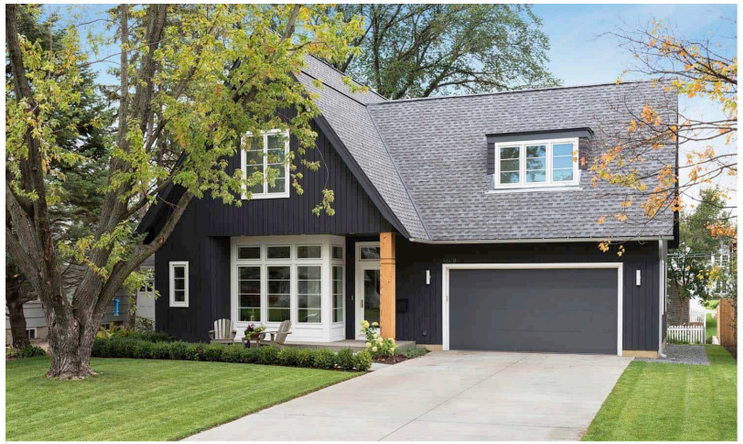
- Fiber cement board (like Hardie products)
- Dimensional Architectural Asphalt Shingles
- Metal Roofing Accents
- Wood Clad & Fiberglass Windows
- Brick or Stone Masonry Foundation Skirts

TRANSITIONAL ARCHITECTURE

INSPIRATION: TOWNHOMES

TRANSITIONAL ARCHITECTURE

INSPIRATION: SINGLE-FAMILY, ALLEY LOAD



TRANSITIONAL ARCHITECTURE

INSPIRATION: SINGLE-FAMILY, FRONT LOAD

40' MIN LANDSCAPED BUFFER YARD WITH 6' BERM

PLAYGROUND

GAZEBO

COMMUNITY FIRE PIT

MEDIAN AT ENTRANCE

PEDESTRIAN CORRIDOR

COURTYARD

DRY POND WITH NATIVE VEGETATION

PRESERVE EXISTING STREAM AND WOODED RIPARIAN CORRIDOR

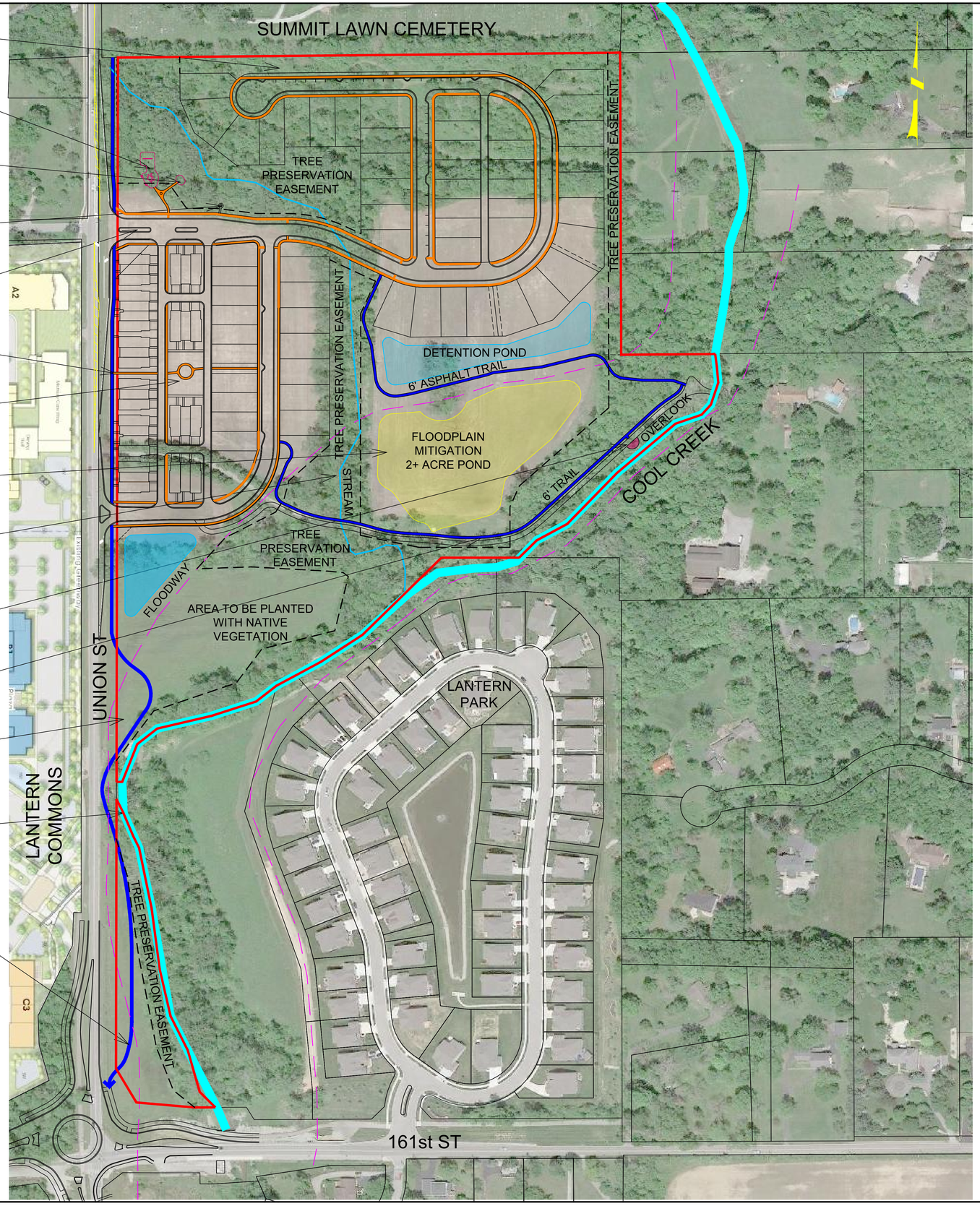
SCENIC OVERLOOK AT COOL CREEK

TRAIL ALONG COOL CREEK

RESTORE AREA WITH NATIVE LANDSCAPING

MAINTAIN WOODED RIPARIAN CORRIDOR ALONG MORE THAN 0.5 MILES OF COOL CREEK

CONNECT TRAIL TO PROPOSED TRAIL ALONG 161ST STREET



EXISTING CONDITIONS *

MATURE WOODS - 12.5 ACRES
AGRICULTURAL - 23.4 ACRES
FALLOW - 5.3 ACRES

TOTAL ACREAGE: 41.2 ACRES

PROPOSED CONDITIONS *

MATURE WOODS - 11.4 ACRES
LANDSCAPED COMMON AREA - 12.6 ACRES
NEIGHBORHOOD - 17.2 ACRES
OPEN SPACE - 58%

TOTAL ACREAGE: 41.2 ACRES

* EXCLUDES 7.6 ACRE EXISTING PRIVATE RESIDENCE & ANTIQUE STORE PARCEL

NOTE: THERE IS A PROPOSED INCREASE OF NATURAL AREAS PROPOSED FROM EXISTING.

INTERNAL SITE CIRCULATION

PERIMETER TRAIL

SPRINGWATER OPEN SPACE AMENITY AND PRESERVATION EXHIBIT

APOLLO DEVELOPERS

OLD TOWN DESIGN GROUP

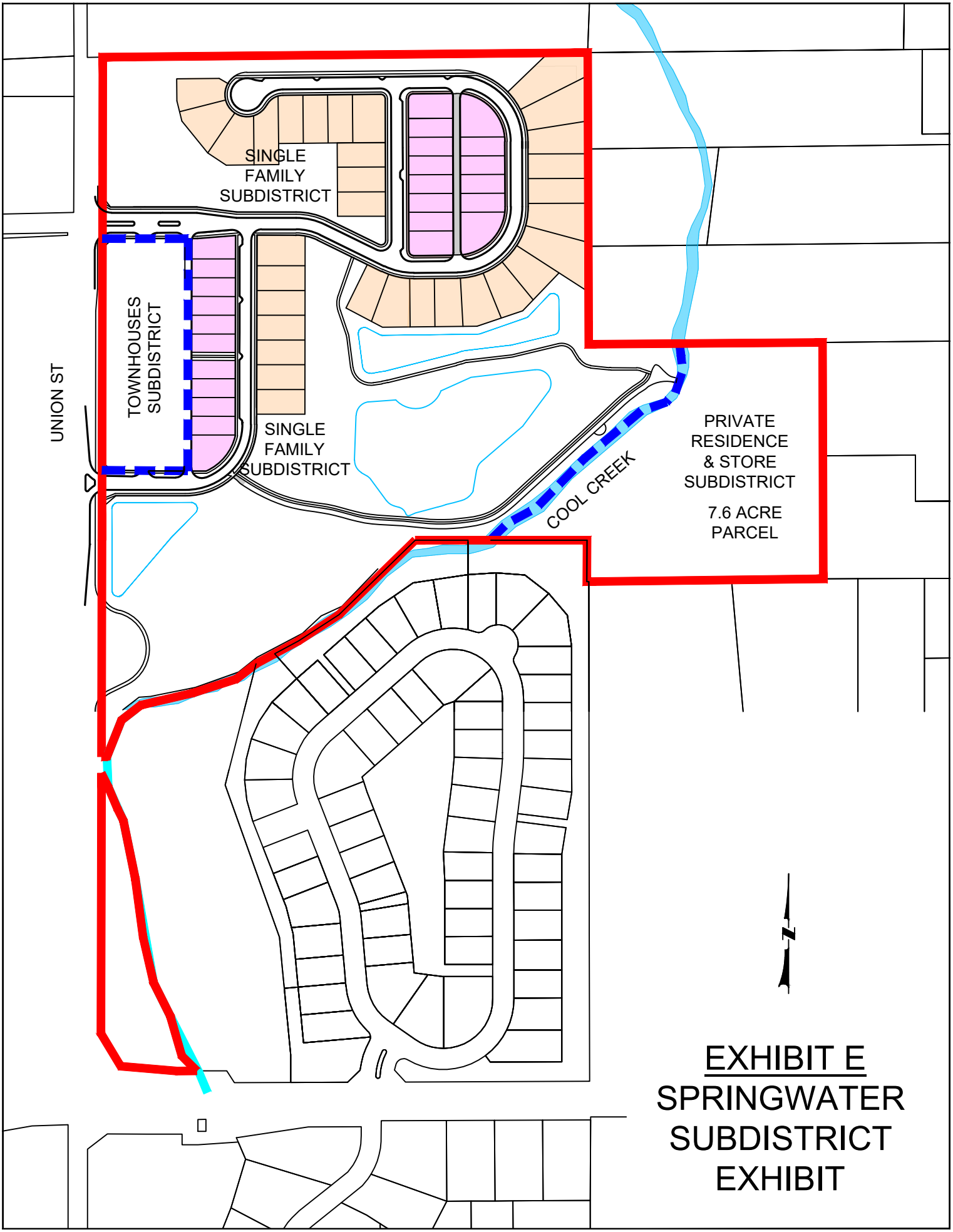


EXHIBIT E
SPRINGWATER SUBDISTRICT EXHIBIT

EXHIBIT F

SPRINGWATER
VICINITY MAP

ORDINANCE NUMBER 21-52

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 2112-PUD-29**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2112-PUD-29** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation **(-)** in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____ ___, 2022;

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

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

Section 1. Applicability of Ordinance.

1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as "**Springwater PUD District**" (the "District").

1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Unified Development Ordinance (the "UDO"), as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

1.3 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.

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

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance. The following additional definitions are hereby incorporated:

~~2.1 Dominant Exterior Material. The Exterior Material that occupies the most surface area (compared to other Exterior Materials) of a Front Building Facade, exclusive of doors, windows and garage doors. The Dominant Exterior Material shall be identified on the elevations filed as part of an application for an improvement location permit.~~

2.1~~2~~ Exterior Material. The separate architectural siding materials and patterns on a Front Building Facade such as Masonry Materials, horizontal siding, shake siding, vertical siding, and board & batten siding (each of the foregoing are examples of separate Exterior Materials).

2.2 Transitional Architecture. An architectural style that combines familiar architectural styles and materials with modern elements such as large windows, wood accents, and metal roof accents.

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

3.1 The Real Estate shall be developed in substantial compliance with the Concept Plan as determined by the Director.

3.2 The District is hereby divided into three (3) areas, as depicted on the Concept Plan and labeled as "Townhouses Subdistrict", "Single Family Subdistrict", and "Private Residence & Store Subdistrict" (individually or collectively, the "Subdistrict" or "Subdistricts"). Refer to **Exhibit E**, Springwater Subdistrict Exhibit for boundaries of subdistricts.

3.3 Development of each Subdistrict shall be regulated as set forth in this Ordinance.

~~3.4 The boundaries of the Subdistricts shall be developed in substantial compliance with the Concept Plan. The final layouts and site plans within the Subdistricts shall be subject to the terms of this Ordinance and may vary from the depictions shown in the Concept Plan.~~

Section 4. **Underlying Zoning District.** The Underlying Zoning District of the Townhouses shall be SFA: Single-family Attached Subdistrict, the Single Family shall be SF4: Single-family High Density Subdistrict, and the Private Residence & Store shall be AG-SF1: Agricultural / Single-Family Rural Subdistrict.

Section 5. **Permitted Uses.**

5.1 Only uses specified within this section shall be permitted for each Subdistrict.

5.2 The following uses shall be permitted in the Townhouses Subdistrict:

A. Dwelling, Townhouse
B. Development Amenities

5.3 The following uses shall be permitted in the Single Family Subdistrict:

A. Dwelling, Single Family
B. Development Amenities

5.4 The following uses shall be permitted in the Private Residence & Store Subdistrict:

A. Dwelling, Single Family
B. Low traffic antique shop in existing structures(the use authorized under prior variance V-83-V-1 dated 11/02/1982)

5.5 Maximum Dwellings. The total number of Dwellings permitted in the Real Estate shall not exceed one-hundred (100).

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

6.1 AG-SF1: Agriculture / Single-family Rural District (Article 4.2):Shall apply to the Private Residence & Store Subdistrict except as modified below:

A. Minimum Lot Frontage (Article 4.2(D)):Shall not apply for the Private Residence & Store Subdistrict, however, the lot shall have vehicular access to a street (via, public street, private street, and/or a shared ingress/egress easement).

B. Side and Rear Yard Setback (Articles 4.2(E)(2)):Existing structures are exempt from the Side and Rear Yard Setback requirements in the Private Residence & Store Subdistrict.

6.2 SF4: Single-family High Density District (Article 4.7):Shall apply to the Single Family Subdistrict except as modified below:

Single Family Subdistrict (Single-Family High Density)		
Standard	**Single Family - Alley**	**Single Family - Front**
Minimum Lot Area (4.7(B))	4,800 SF	6,800 SF
Minimum Lot Width (4.7(E))	45’	60’
Minimum Lot Frontage (4.7(C))	No minimum, however, all lots shall have vehicular access to a street (via, public street, private street, alley, or a shared ingress/egress easement)	No minimum, however, all lots shall have vehicular access to a street (via, public street, private street, alley, or a shared ingress/egress easement)
Minimum Building Setbacks		
Front Yard (4.7(D)(1))	10’	10’ * Garages shall be set back 10’ from the front façade.~~A driveway at least 18’ deep shall be required.~~
Side Yard (4.7(D)(2))	5'	5'
Rear Yard (4.7(D)(3))	10’ * A driveway at least 18’ deep shall be required.	30’
Maximum Building Height (4.7(F))	35’	35’
Minimum Living Area (4.7(G))	1,600 SF	1,600 SF

6.3 SFA: Single-family Attached District (Article 4.9): Shall apply to the Townhouses Subdistrict except as modified below:

Standard	Townhouses Subdistrict
Maximum Density (4.9(E))	Shall Not Apply
Maximum Project Size Within District (4.9(G))	Shall Not Apply
Minimum Building Setbacks	
Front Yard (4.9(H)(1))	0’ However, a minimum 8’ landscaped area shall be provided between the path or sidewalk~~along Union Street~~ and the front of each Townhouse.
Front Setback Stagger (4.9(H)(2))	i. Townhouse units shall be staggered within a building a minimum of 1.5’ between the end

	units and the inside unit(s) ~~Shall Not Apply~~
Minimum Distance Between Structures (4.9(I))	~~15'~~12'
Project Perimeter Setback (4.9(J))	Shall Not Apply
Maximum Building Height (4.9(K))	35'(Two-Story)
Minimum Living Area (4.9(L))	1,600 SF

Section 7. **Overlay Districts.** Article 5.2: US Highway 31 Overlay District, shall not apply to the development of the District.

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

8.1 Accessory Use and Building Standards (Article 6.1): Shall not apply to existing structures in the Private Residence & Store Subdistrict

8.2 Architectural Standards (Article 6.3): Shall not apply. The following standards shall apply in lieu of the Architectural Standards of Article 6.3:

A. Character Exhibit: The "Character Exhibit", attached hereto as **Exhibit C**, is hereby incorporated to capture the intended Transitional A ~~a~~rchitecture of ~~townhouses~~ Townhouses Subdistrict and Single-Family Subdistrict to be constructed. It is not the intent to limit the architecture shown in the Character Exhibit, but to establish a benchmark for quality, vision, and appearance of architecture within the development. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.

B. Four-Side Architecture: Design detailing shall be continued completely around the building consistent with the building's intended architectural style. Detailing elements shall include, but are not limited to, ~~number (except minimum number of windows on front facade) and~~ style of windows, window placement, trim detailing, roof design, and ~~exterior~~ Exterior ~~materials~~Materials, unless otherwise required by this Ordinance.

C. Homes constructed in the Single Family Subdistrict ~~Architectural Standards~~ shall comply with the following architectural standards:

a. Building Materials.

i. Vinyl and aluminum siding shall be prohibited.
ii. All single family homes will have masonry (either stone or brick

veneer) at ground level. This masonry material will be continuous all the way around the base of each building except where interrupted by access points (like steps or doors). This masonry will extend – at a minimum – from the ground up to the level of the watertable.

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

c. Windows:

   i. All windows shall have either shutters and/or architectural treatment. For windows in a masonry façade, the architectural treatment shall be of natural or masonry materials and be applied to the sill and header at a minimum. For windows in a non-masonry façade, the architectural treatment shall be of a natural material and be applied to the sill, header and jams.

   ii. All homes shall have a minimum of three (3) windows on all four (4) sides of the home. For the purposes of this calculation, a double window shall be counted as two (2) windows.

d. Minimum Overhangs: All homes shall have a minimum of 12" roof overhangs.

e. Roof Pitches: Homes designed in the Midcentury Modern, Modern Prairie, or other modern styles that typically have low slope roofs may have a minimum roof pitch of 4~~/~~:12 for the main roof. The minimum roof pitch for the main roof of all other architectural styles shall be 6~~/~~:12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles. The building permit application shall indicate whether the home is designed in a modern architectural style.

f. Roofing Materials: All homes shall have dimensional or architectural grade shingles. Full metal roofs will not be allowed. Metal accent roofs may be used as coverings over a porch, a window seat, a bump-out, a dormer, or similar architectural feature.

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

   i. For front loading garages, a two-bay garage door width may not exceed forty percent (40%) of the linear footage of the front elevation of the home. For the purpose of the standard, a third car

bay shall not be included in calculating the linear footage of the front elevation of the home.

ii. Two (2) dusk-to-dawn coach lights shall be provided on all garages.

iii. If a home has a three car garage, the third car bay shall be setback behind the Established Front Yard a minimum of two (2) feet.

iv. All garage elevations shall (i) include at least two (2) design elements or windows to vary the appearance of the garage façade and (ii) be painted a color to match the ~~Dominant~~ Exterior Material or a color to accent the ~~Dominant~~ Exterior Material. Design elements include the garage door, garage hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows and gable decorative louver.

h. Front Building Façade Requirements: At a minimum each Dwelling shall utilize the following architectural elements on the Front Building Façade:

i. Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, window and door wraps, and as transitional material between two different Exterior Materials.

ii. Architecturally enhanced / decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments, or shutters).

iii. Roof design featuring a hip roof; dormers (a minimum of two (2) dormers); a reverse gable; a shed roof accent; or, two (2) or more roof planes.

iv. All one-story dwellings shall have a minimum of four (4) windows on the Front Façade and all two-story dwellings shall have a minimum of six (6) windows on the Front Façade.

i. Side Building Façade Requirements: All Dwellings (i) on Corner Lots (side facing a street) or (ii) with a Side Lot Line abutting a Common Area (side facing the common area) which have a gable end on the side Building Façade shall incorporate a minimum of one (1) of the following elements on the side Building Façade. The following elements shall be used and shall be consistent with elements included on the Front Building Façade:

i. A change in the exterior color separated by trim;

ii. A change in the Exterior Material pattern separated by trim;

iii. A gable end architectural detail (e.g., brackets, louvers, pediment, corbel, decorative window detail created with shutters, etc.)

iv. A minimum of ten (10) square foot gable window;

v. A gable peak with a change in Exterior Material; or

vi. A projecting chimney running the full height of the side Building Façade constructed with Masonry Material.

j. Streetscape Diversity: Single-Family Dwellings located within three (3) Lots with a Front Lot Line abutting the same Street and Single Family Dwellings located across the street or diagonally opposite shall, at the time of the

issuance of the Certificate of Occupancy:

i. Be a significantly different front Building Facade (i.e. architectural style, roof lines, window placement, proportion of siding materials). Minor variations in architectural features or materials (i.e. shutters, door styles, siding patterns) shall not qualify as significantly different if the Dwelling on the adjacent Lot is of a similar floorplan; and

ii. Have a different primary siding color than the adjacent Lot.

D. The homes in the Townhouses Subdistrict shall comply with the following architectural standards:

a. Building Materials: Permitted ~~exterior~~ Exterior ~~building materials~~ Materials are as follows:

i. Masonry Material (brick or cultured stone), fiber cement siding, composite trim, composite veneer panels, vinyl shutters, aluminum facia, aluminum soffits, aluminum downspouts/gutters.

ii. All townhouses will have masonry (either stone or brick veneer) at ground level. This masonry material will be continuous all the way around the base of each building except where interrupted by access points (like steps or doors). This masonry will extend – at a minimum – from the ground up to the level of the watertable.

b. Roof Design:

i. Minimum Overhang: The primary/main roof overhang or eaves shall be a minimum of twelve inches (12") on all facades of each Building, as measured prior to the installation of any Masonry Materials.

ii. Roofing Materials: All homes shall have dimensional or architectural grade shingles. Full metal roofs will not be allowed. Metal accent roofs may be used as coverings over a porch, a window seat, a bump-out, a dormer, or similar architectural feature.

iii. Roof Pitch: Townhouses designed in the Midcentury Modern, Modern Prairie, or other modern styles that typically have low slope roofs may have a minimum roof pitch of 4~~/~~:12 for the main roof. The minimum roof pitch for the main roof of all other architectural style shall be 6~~/~~:12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles. Shed roof dormer accents shall be no less than 3:12. The building permit application shall indicate whether the home is designed in a modern architectural style.

c. Garages: All Dwellings shall have a two (2) car garage.

d. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade (façade including the entry door) unless specifically noted otherwise:

i. Shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding or board and batten siding.
ii. Shutters or a six-inch(6") nominal trim board on all operable windows(windows which open) shall apply unless wrapped in masonry.
iii. A minimum of one (1) offset at least one and a half feet (1.5') deep by a minimum height equivalent to one-story (exclusive of relief for doors, windows and other openings). Said relief could be either on the first floor or second floor.
iv. A minimum of four (4) windows.
v. Front door entranceways shall include a porch not less than three feet (3') deep by five feet (5') wide (prior to installation of any Masonry Material).
vi. The roof design shall include at least one (1) of the following features: dormer, jerkinhead roof, shed roof accent, cornice returns, gable, or two (2) or more roof planes.
vii. Gable ends shall include a minimum of one (1) of the following architectural treatments: brackets, trim detail, change in material pattern, sub-rake board not less than four-inch (4") nominal width or composite veneer panels.

e. Side Building Façade Requirements: At a minimum, the side elevation for each end unit on each Townhouse building shall utilize the following architectural elements (exclusive of common firewalls separating units contained in same building structure):

i. A minimum of three (3) windows shall be required.

ii. All windows shall have a minimum four-inch (4") nominal width trim.

iii. Architectural treatment (trim detail, a change in material pattern, etc.) shall be utilized on gable ends.

f. Rear Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Rear Façade (façade opposite the façade including the entry door):

i. A minimum of two (2) windows shall be required.

ii. Windows shall have minimum four-inch (4") nominal width trim.

g. Streetscape Diversity: The following design criteria shall apply only to Townhomes whose Front Building Facades face Union Street and shall be provided to achieve streetscape diversity along the Union Street frontage:

~~i. Townhouse units shall be staggered within a building a minimum of~~

~~1.5' between the end units and the inside unit(s)~~

~~ii.~~i. Townhouses adjacent to Union Street shall require the front door to face Union Street and the garage shall face an internal street or alley.

~~iii.~~ii. A sidewalk/pedestrian corridor and courtyard shall be provided between buildings along Union Street as shown in the Concept Plan.

~~iv.~~iii. Each unit shall have outdoor living areas along the streetscape.

D. Article 6.3 shall not apply to the existing structures in the Private Residence and Store Subdistrict.

8.3 Article 6.8 Landscaping Standards: Shall apply, except as modified below.

A. Tree Preservation (Article 6.8(E)): The Open Space Amenity and Preservation Exhibit, attached hereto as **Exhibit D** is hereby incorporated. Existing vegetation shall be protected in a Tree Preservation Easement where shown as "Tree Preservation Easement" in **Exhibit D** in accordance with Chapter 8 of the Design Standards except as modified by this Ordinance.

B. Street Trees (Article 6.8 (J)): Shall apply, unless otherwise approved by the Director or Department of Public Works, except the following:

1. Street trees are not required on alleys or private streets with Townhouse Dwelling frontage.
2. Street Tree spacing (Article 6.8(J)(3)): shall not apply.

C. Foundation Plantings (Article 6.8 (L)(1): Shall apply to Townhouse~~s~~ Dwellings only. Along Union Street, the foundation plantings shall be a landscaped area between the front of the townhomes and the perimeter trail with the following requirements:

1. The landscaped area shall be a minimum of 8' wide, between the buildings and the trail. A minimum of One (1) ornamental tree and five (5) shrubs shall be provided per Townhouse in this area. In addition, shade trees shall be provided between the trail and Union Street if permitted by Section 8.3D below in accordance with the Street Tree standards of Article 6.8(j) of the UDO. Landscaping within the landscaped area may be installed in the Right-of-way, subject to approval from the Department of Public Works.

2. Minimum of six (6) different species of shrubs shall be used along the streetscape to provide diversity. The number of plantings shall comply with the 8.3C of this document.

D. External Street Frontage Landscaping Requirements (Article 6.8(M)): Shall not apply. However, plantings accomplishing an aesthetic similar to Street Trees may be

installed in the Union Street Right-of-way between the pedestrian path and public street, subject to approval from the Community Development and Public Works Departments.

E. Buffer Yard Requirements (Article 6.8 (N)): There is no Buffer Yard required adjacent to the Lantern Park subdivision to the south and east. Buffer Yard B (40' minimum), as indicated in Article 6.3(N), shall be provided along the north and east property lines (except at the Private Residence & Store Subdistrict). Tree Preservation Easement areas shall be credited toward required Buffer Yard plantings in accordance with Article 6.8(E)(6)(b). Along the east property line, ~~a row of evergreen trees, in accordance with Buffer Yard B requirements, will be provided west of the Tree Preservation area.~~, to the west of the Tree Preservation Area and within the 40-foot Buffer Yard (as shown on the Concept Plan, **Exhibit B)** a 10 foot wide row of evergreen trees shall be provided. This row shall consist of a minimum of thirty (30) evergreen trees and shall count towards the Buffer Yard B plantings.

8.4 Sign Standards (Article 6.17): One (1) sign in accordance with Article 6.17(H) Individual Nonresidential Signs may be installed within the Real Estate for the Private Residence & Store Subdistrict (but not within one-hundred (100') feet of the Union Street right-of-way). This sign shall not count toward the residential signs permitted for the Townhouses and Single Family Subdistricts by Article 6.17(G). Existing sign may remain until a new sign is installed.

8.5 Vision Clearance (Article 6.19 (A)(1): Shall not apply. Instead, the following shall apply:

A. Thirty-five (35) feet from the intersection of Union Street and the entrance roads. The vision clearance shall be measured between the Union Street right-of-way line and the back of curb of the entrance road as shown on **Exhibit B**.
B. Ten (10) feet from all other intersections including Local streets, Driveways, and Alleys as measured from the back of curb.

Section 9. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7: Subdivision Regulations), unless otherwise approved by the Department of Public Works.

Section 10. **Design Standards.** The standards of Chapter 8: Design Standards shall apply to the development of the Real Estate, except as otherwise modified below:

10.1 Open Space and Amenity Standards (Article 8.6): Shall not apply. However, Open Space and Amenity Standards shall substantially comply with **Exhibit D.** The location of the amenities (playground, gazebo, firepit) shall be determined by the developer and will not be required to be in substantial compliance with the Concept Plan.

10.2 Pedestrian Network Standards (Article 8.7): Shall apply except as modified below:

A. Internal Pedestrian Network Standards (Article 8.7(C)(2)): Sidewalks shall be required on both sides of the internal streets and internal Private Streets in all developments except the following:

1. Sidewalks are not required on private streets on rear of townhouses

B. Perimeter/External Pedestrian Network Standards (Article 8.7(D)): The pedestrian trail along Union Street shall be extended south along the roadway frontage to 161st Street as required by Article 8.7(D)(1) except where installed in this corridor by others including the roundabout project proposed at 161st and Union Street, provided the roundabout project has commenced prior to the recording of the Secondary Plat.

10.4 Street and Right-of-Way Standards(Article 8.9): The District shall comply with the requirements of the Thoroughfare Plan unless otherwise agreed to by the Department of Public Works.

10.5 Tree Preservation Easement Standards (Article 8.3(H)): Article 8.3(H) shall apply except as modified below. The Primary Plat and Secondary Plat shall document the dimensioned limits of the Tree Preservation Easement. Tree Preservation Easement standards (8.3(H))will be included in Covenants, Conditions, and Restrictions with the following additional requirements:

A. Permitted activities:

a. Neighborhood Amenities as shown in **Exhibit D** are permitted activities within the Tree Preservation Easement. Mowing and Seeding are permitted within ~~the~~ three feet (3') ~~vicinity~~ of the Amenities including trails shown.

b. Activities permitted by any legal drain easement are permitted within the Tree Preservation Easement where these easements overlap.

c. The existing drive to the Private Residence and Store Subdistrict and Proposed Trails are permitted.

B. Required Activities:

Signs identifying a "Tree Preservation Area" shall be posted every one-thousand (1,000) feet near the perimeter of all Tree Preservation Easements. Such signs shall state "Natural Preservation Area. No mowing or spraying or Removal of Trees. Restricted Area."

Section 11. **Termination of Existing Variances.** All variances under Application Number V-83-V-1 dated 11/02/1982 shall be terminated upon the effective recording date of the secondary plat.

Section 12. **Severability Clause.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

Section 13. **Sunset Clause.** To the extent the provisions of this subsection are not in conflict with Indiana Code 36-4-7-4-1109, this Ordinance shall be subject to review and approval by

the City Council on January 1st of the 6th full calendar year following the approval of this Ordinance, if at least one (1) Improvement Location Permit within the District has not been issued.

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ALL OF WHICH IS ORDAINED/RESOLVED THIS ____DAY OF _____, 2022.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
_____	_____	_____
Scott Willis	Scott Willis	Scott Willis
_____	_____	_____
Jake Gilbert	Jake Gilbert	Jake Gilbert
_____	_____	_____
James J. Edwards	James J. Edwards	James J. 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 affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Neil Goradia

I hereby certify that **ORDINANCE 21-52** was delivered to the Mayor of Westfield on the _____ day
of _____, 2022, at _____ ____m.

_____
Cindy Gossard, Clerk Treasurer

I hereby APPROVE **ORDINANCE 21-52**

This _____day of _____, 2022

_____
J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 21-52**

This _____day of _____, 2022

_____
J. Andrew Cook, Mayor

This document prepared by: Neil Goradia
Apollo Developers LLC
12941 Coyote Run
Fishers, IN 46038

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description and Location Map)
Exhibit B	Concept Plan
Exhibit C	Character Exhibit
Exhibit D	Open Space Amenity and Preservation Exhibit
Exhibit E	Springwater Subdistrict Exhibit
Exhibit F	Vicinity Map

Westfield City Council Report

Ordinance Number:	21-52
Petition Number:	2112-PUD-29
Project Name:	Springwater
Subject Site Address:	East of S. Union Street and 1/4 mile +/- North of 161st Street (the "Property")
Petitioner:	Old Town Design Group
Representative:	Apollo Developers
Request:	A change in zoning for 48.8 acres +/- from AG-SF1: Agriculture / Single-family Rural District and from Lantern Park Planned Unit Development (PUD) to the Springwater PUD District.
Current Zoning:	Lantern Park PUD and AG-SF1: Agriculture / Single-family
Current Land Use:	Agriculture/Residential
Approximate Acreage:	48.8 acres +/-
Exhibits:	1. Department Report 2. Location Map 3. Concept Plan 4. Proposed Ordinance 21-52 5. Redlined Ordinance 21-52 6. Character Exhibits 7. Open Space Amenity and Preservation Exhibit 8. Neighborhood Meeting Summary 9. Existing Variance (83-V-1) 10. Public Comment 11. Issue List Response
Staff Reviewer:	Rachel Riemenschneider, Associate Planner

PETITION HISTORY

The petition was introduced at the November 8, 2021, City Council meeting. The petitioner hosted a virtual neighbor meeting on Wednesday, December 1, 2021. A summary of that meeting has been

provided by the petitioner and is included as **Exhibit 8**. The petition received a public hearing at the December 6, 2021, Advisory Plan Commission (the "Plan Commission") meeting.

PROJECT OVERVIEW

Location: The Property is located generally East of S. Union Street and 1/4 mile +/- North of 161st Street (see **Exhibit 2**). The property is currently zoned as AG-SF1: Agriculture / Single-family Rural District and Lantern Park PUD.

History: A portion of the Property has an approved variance with two amendments (83-V-1, **Exhibit 9**) to allow the Antique Store, the signage on Union Street, and the accessory structures associated with the Antique Store. At the January 20, 1983, Board of Zoning Appeals meeting, Mr. Beauchamp, the current owner of the property, was granted a variance to operate an antique store out of the home and install a sign on Union Street. At the April 17, 1989, Board of Zoning Appeals meeting, Mr. Beauchamp requested and was approved for an amendment to 83-V-1 to (1) relocate the antique store from their garage to the barn and (2) to add an addition to the barn (48 feet by 48 feet). At the October 18, 1993, Board of Zoning Appeals meeting, Mr. Beauchamp sought and was granted another amendment to 83-V-1 to construct an additional storage building (36 feet by 72 feet) south of the existing barn, 4 feet off the property line.

Definitions: As proposed, the PUD Ordinance includes two definitions that are not present in the UDO: Exterior Materials and Transitional Architecture.

Concept Plan: The proposed ordinance incorporates a Concept Plan (see **Exhibit 3**). The Real Estate would be required to be developed in substantial compliance with the Concept Plan.

Underlying Zoning District: The proposed PUD Ordinance contains three different Subdistricts, for which the underlying zoning is:

Subdistricts	Underlying Zoning
Townhouses Subdistrict	SFA: Single-family Attached District
Single Family Subdistrict	SF4: Single-family High Density District
Private Residence & Store Subdistrict	AG-SF1: Agricultural / Single-Family Rural District

Permitted Uses: The proposed ordinance permits only the following uses:

Townhouses Subdistrict:

A. Dwelling, Townhouse*
B. Development Amenities

Single Family Subdistrict:

A. Dwelling, Single Family
B. Development Amenities

Private Residence & Store Subdistrict:

A. Dwelling, Single Family
B. Retail, Low Density (Existing Antique Business)*

* Not permitted in underlying zoning district by UDO (13.2)

General Regulations for the Private Residence & Store Subdistrict: Currently there is a variance to allow the antique store use, to allow the sign on South Union street, to exempt the setback on the southern, and to allow the current accessory structures. The Proposed Ordinance vacates this variance and permits the existing conditions on site.

Additionally, the new development would completely isolate the property where the existing home and business are located from the road; the text of the ordinance exempts the lot frontage requirement. The UDO (4.2(D)) requires 250 feet of lot frontage in AG-SF1.

General Regulations for the Single Family Subdistrict: The table below outlines the proposed lot standards as compared to the UDO's requirements for Single-family High Density district lots (the proposed underlying zoning).

Standard	**Alley-Load**	**Front-Load**	**UDO (SF4)**	
Minimum Lot Area	4,800 sf	6,800 sf	9,000 sf	
Minimum Lot Frontage	No minimum, however, all lots shall have vehicular access to a street (via, public street, private street, alley, or a shared ingress/egress easement)		40 ft	
Minimum Building Setback Lines				
Front Yard	10 ft	10 ft*	25 ft	
Side Yard	5 ft	5 ft	8 ft	
Rear Yard	10 ft*	30 ft	25 ft	
Minimum Lot Width	45 ft	60 ft	50 ft	
Maximum Building Height	35 ft	35 ft	25 feet	
Minimum Living Area	1,600 sf	1,600 sf	Single-story	1,000 sf
			Two-story	750 sf
			Tri-level (basement and first level)	750 sf
			Story and one-half	750 sf

*A minimum 18' driveway is required. Front load garages will be set back 10' from front facade.

General Regulations for the Townhouses Subdistrict: The table below outlines the proposed lot standards as compared to the UDO's requirements for Single-family Attached district lots (the proposed underlying zoning).

Standard	Townhouses Subdistrict	UDO (SFA)	
Maximum Density	Shall Not Apply	Four (4) Dwelling Units per acre	
Minimum Building Setback Lines			
Front Yard	0 ft (However, a minimum 8' landscaped area shall be provided between the path or sidewalk and the front of each Townhouse.)	20 ft	
Front Setback Stagger	Units would be staggered a minimum of 1.5 ft between the end units and the inside unit(s)	Buildings with more than one adjacent unit shall stagger the Front Building Setback Line for each unit by at least four (4) feet.	
Minimum Distance Between Structures	12 ft	Structures with no vinyl exterior siding	25 ft
Project Perimeter Setback	Shall Not Apply	No structure shall be erected above the projected 1:2 Proximity Slope line from the perimeter of the project.	
Maximum Building Height	35 ft (Two Stories)	35 ft	
Minimum Living Area	1,600 sf	A minimum of seventy-five percent (75%) of the Dwelling Units within a project shall be 1,500 square feet or greater.	
		Single-story	1,300 sf
		Story and one-half	1,600 sf
		Two-story	1,800 sf

Overlay Districts: US Highway 31 Overlay District would not apply to this PUD.

Development Standards: The ordinance proposes the following modifications to Development Standards:

Accessory Buildings: These standards apply to the new development, but do not apply to the existing structures in the Private Residence and Store Subdistrict.

Architectural Standards: Article 6.3 Architectural Standards would not apply to the Real Estate. Instead, the following would apply:

- The character exhibits (**Exhibit 6**) will serve as a benchmark for the Transitional Architecture within the development.

- Four-sided architecture would also be required in both the Single Family and Townhouses Subdistricts. The UDO requires four-sided architecture in multi-family districts – including SF4, the underlying zoning for the Townhouses Subdistrict (6.3(E)(1)(b)).
- **Single Family Subdistricts:**
    - Building Materials: The PUD would prohibit vinyl and aluminum siding and require masonry from the ground to the level of the watertable. It also would require wood, fiber cement, or equivalent trim for corners, frieze boards, window trim, door trim, and as a transition between Exterior Materials. The UDO (6.3(C)(3)(b)) permits vinyl siding for up to 25% of any Building Façade.
    - Windows: Each façade would be required to have at least three windows, each window with a shutter and/or architectural treatment applied to the sill and header.
    - Roof Design: Roofs in this Subdistrict will be required to have a minimum 12" overhang. Main roofs on Midcentury Modern, Modern Prairie, and similar architectural styles will have a 4:12 roof pitch; all other architectural styles will have a 6:12 main roof pitch. Roofs would require architectural or dimensional shingles, with metal accent roofing permitted on architectural features. The UDO prohibits Rolled roofing or tar paper as the visible final layer of roofing.
    - Garages: Each home would have, at minimum, a two-car garage with two coach lights. For front loading garages, a two-bay garage door would not exceed 40% of the front elevation. If a third car bay is included, it will be set back two feet from the Established Front Yard. Each garage elevation would have two design elements or windows and be painted to match or accent the Dominant Exterior Material.
    - Front Building Façade: Front Building Facades would be required to utilize architectural enhancements including: trim at corners, frieze boards, window trim, door trim, and as a transition between Exterior Materials; enhanced trim or masonry detailing; enhanced roof design; and a minimum of 4 windows on 1-story dwellings or 6 windows on 2-story dwellings.
    - Side Building Façade: These requirements would only apply when a Side Building Façade with a gable end faces a street or a Common Area. Homes that meet this description must have one of the following on the Side Building Façade:
        - A change in the exterior color separated by trim;
        - A change in the Exterior Material pattern separated by trim;
        - A gable end architectural detail (e.g., brackets, louvers, pediment, corbel, decorative window detail created with shutters, etc.)
        - A minimum of ten (10) square foot gable window;
        - A gable peak with a change in Exterior Material; or
        - A projecting chimney running the full height of the side Building Façade constructed with Masonry Material.
    - Streetscape Diversity: Homes within three lots on the same side of the street, across the street, or diagonally across the street must have a significantly different Front Building Façade and have different primary siding color. The UDO requires the same, but limits these differences to adjacent lots only. The UDO also requires different color for one of the following exterior elements: Masonry Material, trim, and accent siding.
- **Townhouses Subdistrict:**

- Building Materials: The PUD would permit Masonry Material, fiber cement siding, composite trim, composite veneer panels, vinyl shutters, aluminum facia, aluminum soffits, and aluminum downspouts or gutters. It would also require masonry to extend up to the watertable. For Multi-family districts, the UDO permits Exterior Insulation and Finish System (E.I.F.S.), synthetic stucco, Masonry Materials, wood, Fiber Cement Siding, and Polymeric Cladding, and requires 75% masonry on each facade. The UDO prohibits aluminum and vinyl siding. The UDO also requires two different exterior materials on each façade (UDO 6.3 (E)(2).
- Roof Design: The PUD would require a minimum 12" overhang on all facades, which is the same requirement as the UDO (6.3(E)(4)(b)). Main roofs on Midcentury Modern, Modern Prairie, and similar architectural styles will have a 4:12 roof pitch; all other architectural styles will have a 6:12 main roof pitch. Shed roof dormers would be required to be no less than 3:12. Roofs would require architectural or dimensional shingles, with metal accent roofing permitted on architectural features. The UDO requires a primary roof pitch of 6:12 and that the roof design shall include varied pitches and ridge levels in accordance with the intended architectural style of the building.
- Garage: Each unit would have a two-car garage.
- Front Building Façade: The PUD would require the following elements on the Front Building Façade:
    - Shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding or board and batten siding.
    - Shutters or a six-inch (6") nominal trim board on all operable windows (windows which open) shall apply unless wrapped in masonry.
    - A minimum of one (1) offset at least one and a half feet (1.5') deep by a minimum height equivalent to one-story (exclusive of relief for doors, windows and other openings). Said relief could be either on the first floor or second floor.
    - A minimum of four (4) windows.
    - Front door entranceways shall include a porch not less than three feet (3') deep by five feet (5') wide (prior to installation of any Masonry Material).
    - The roof design shall include at least one (1) of the following features: dormer, jerkinhead roof, shed roof accent, cornice returns, gable, or two (2) or more roof planes.
    - Gable ends shall include a minimum of one (1) of the following architectural treatments: brackets, trim detail, change in material pattern, sub-rake board not less than four-inch (4") nominal width or composite veneer panels.
- Side Building Façade: Side Building facades, per the PUD, would be required to incorporate the following elements:
    - A minimum of three (3) windows shall be required.
    - All windows shall have a minimum four-inch (4") nominal width trim.
    - Architectural treatment (trim detail, a change in material pattern, etc.) shall be utilized on gable ends.
- Rear Building Façade Requirement: Per the PUD, Rear Building Facades would be required to include:

        - A minimum of two (2) windows shall be required.
        - All windows shall have a minimum four-inch (4") nominal width trim.

    The UDO does not have specific requirements for each façade of a Multi-Family building, but does require four-sided architecture (6.3(E)(1)(b)).

    - Streetscape diversity: The PUD requires the following elements of streetscape diversity along Union Street:
        - The front door would face Union Street and the garage would face the internal street or alley.
        - A sidewalk / pedestrian corridor would be provided between buildings along Union Street as shown in the Concept Plan.
        - Some outdoor living areas would be provided along the streetscape in all units.

- **Private Residence and Store Subdistrict:** Architectural Standards will not apply to existing buildings in this subdistrict.

Landscape Standards:

- Tree Preservation: Trees would be preserved as shown in Open Space Amenity and Preservation Exhibit (**Exhibit 7**) and in accordance with the UDO's tree preservation standards (UDO 6.8(E)).
- Street Trees: Street tree standards would apply; however, the spacing requirement would not apply (Article 6.8(L)(1); the UDO limits spacing to a maximum of 60 feet but permits the Director to approve an increase in maximum spacing. Street trees would not be required on alleys and private streets within the Townhouse subdistrict.
- Foundation Plantings: Foundation Planting Requirements would only apply to the Townhouse Dwellings. Along Union Street, these plantings may be installed in the Right-of-way and would include a minimum six different species of shrubs. Per the UDO, foundation plantings are required at the base of a Monument Sign and against expanses over 80 feet on the Townhouses only. The UDO (6.8(L)) requires 1 shrub or ornamental tree per 12 lineal feet.
- External Street Frontage: External Street Frontage requirements would not apply. The UDO (6.8(M)) would require a landscaped area at least 30 feet deep with a minimum of 4 evergreen trees, 3 shade trees, 3 ornamental trees, and 25 shrubs per 100 lineal feet.
- Buffer Yards: The UDO's Buffer Yard standards would not apply.
    - Private Residence & Store Subdistrict: The PUD proposes there would be no buffer yard around this subdistrict. The UDO (6.8(N)) does not require a buffer yard because the underlying zoning of the Subdistrict is AG-SF1.
    - Single Family Subdistrict:
        - In accordance with the UDO, the PUD does not require a buffer between the proposed development and Lantern Park. Both have the underlying zoning of SF4; a buffer is not required between two SF4 districts.
        - The PUD proposes to install a buffer compliant with Buffer Yard B (see below). The UDO requires Buffer Yard B (6.8(N)) in these areas. In the areas highlighted in red, 30-feet of the Buffer Yard will be a Tree Preservation Easement. In accordance with the UDO, trees in the Tree Preservation Easement can count toward buffer hard requirements (6.8(E)(6)(b)).

- On the eastern side of the property, this buffer will include a row of 30 evergreen trees, the number of evergreen trees required in Buffer Yard B.

Chart: Buffer Yard Types

Buffer Yard Type	Planting Materials per 100 lineal feet				
	Width	Shade Trees	Evergreen Trees	Shrubs	Mound / Fence
Buffer A (small)	30 feet	3	3	10	none required
Buffer B (medium)	40 feet	4	4	10	4' tall undulating mound for at least 60% of the length of the shared Lot Line
Buffer C (large)	50 feet	5	5	20	4' tall undulating mound for at least 60% of the length of the shared Lot Line and a 6' - 8' tall opaque fence

Chart: Required Buffer Yard

Required Buffer Yard Type	Adjacent Use / Zoning District							
Proposed Use / Zoning District	AG-SF1	SF1, SF2	SF3	SF4, SF5, SFA	MF	Institutional	Business	Industrial
AG-SF1	-	-	-	-	-	-	-	-
SF1, SF2	A	-	-	-	-	-	-	-
SF3	B	A	-	-	-	-	-	-
SF4, SF5, SFA	B	A	A	-	-	-	-	-
MF	B	B	A	A	-	-	-	-
Institutional	A	B	B	B	B	-	-	-
Business	A	C	B	B	B	A	-	-
Industrial	A	C	C	C	C	B	A	-

Sign Standards: In addition to the permitted residential monument sign, the PUD proposes one sign in compliance with UDO 6.17(H) for the Antique Store. Per the UDO, individual non-residential uses are permitted one monument sign per street frontage. Since the Antique Store has no frontage, the UDO would not permit a monument sign.

Vision Clearance: The PUD proposes reducing the Vision Clearance from Collectors and Local Streets from 40 feet (UDO 6.19(A)(1)) to 35 feet. They are increasing the Vision Clearance standard for Private Streets from 25 feet (UDO 6.19(A)(4)) to 35 feet. All internal intersections will meet the Vision Clearance Standards for Driveways and Alleys, 10 feet (UDO 6.19(A)(3))

Infrastructure Standards: As proposed, the PUD Ordinance defaults to the City's Construction Standards and the UDO, unless otherwise approved by the Public Works Department.

Design Standards: The ordinance proposed the following modifications to Design Standards:

Open Space and Amenity Standards: Open Space and Amenities will be provided in substantial compliance with the Open Space Amenity and Preservation Exhibit (**Exhibit 7**), which indicates that 58% of the developed property will be Open Space. The UDO standards shall not apply. The UDO would require the following:

- Single Family Subdistrict (SF4): 15% open space
- Townhome Subdistrict (SFA): 35% open space and two qualifying amenities
- Private Residence and Store Subdistrict (AG-SF1): No requirements.

Pedestrian Network Standards: The PUD proposes a modification to UDO 8.7(C)(2), which requires sidewalks on both sides of internal Streets and Private Streets. Instead, the PUD would not require sidewalks on private streets on the rear of the townhouses.

Additionally, the PUD commits to extending the pedestrian trail along Union Street to the roundabout at 161st Street.

Easements: The UDO Tree Preservation Easement Standards (8.3(H) shall apply, with modifications in certain locations. As proposed, there are several amenities and a legal drain easement located within the tree preservation easement. The PUD would permit amenities as shown on the Open Space and Amenities Exhibit (**Exhibit 7**), and maintenance activities within three feet of these amenities, within the Tree Preservation Easement. It would require signs identifying preservation areas which would state: "Natural Preservation Area. No mowing or spraying or Removal of Trees. Restricted Area."

Termination of Existing Variances: As proposed, the adoption of this PUD would repeal the existing variance for the Property (83-V-1), which permits the Antique store, signage, and accessory structures. The variance will be appealed when the secondary plat is recorded.

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the majority of this Property as being within the "Existing Suburban" land use classification. Indiana Code states that reasonable regard be paid to the Comprehensive Plan when considering zoning map changes; however, the Comprehensive Plan is not law. The Comprehensive Plan is intended to serve as a guide in making land use decisions.

The land uses contemplated for "Existing Suburban" are: Detached dwellings, Attached dwellings, Institutional uses, and Recreational uses.

Development Policies for "Existing Suburban" include:

- Promoting the protection of the existing suburban character of the area.
- Encouraging only compatible infill development on vacant parcels in existing neighborhoods as a means of avoiding sprawl.
- Permitting new development only upon a demonstration that it will not alter the character of the area, and will not generate negative land use impacts.
- Ensuring that infill development is compatible in mass, scale, density, materials, and architectural style to existing development.
- Ensuring that new development adjacent to existing suburban is properly buffered.

CHANGES SINCE DECEMBER 6, 2021 MEETING (PUBLIC HEARING)

The most significant change to the PUD comes in the architectural standards for the Single Family and Townhouses Subdistricts. In the previous draft, Article 6.3 Architectural Standards of the UDO did apply, along with a set of guidelines regarding certain architectural features. The current PUD exempts Article 6.3 and instead outlines specific standards (see details above). They have also incorporated two definitions related to the newly added architectural standards.

Other changes include:

- The Petitioners have incorporated a new exhibit which clarifies the boundaries of the subdistricts.

- The height of the Townhouses has been reduced from 40 feet to 35 feet.
- A sidewalk will now be required south of the cemetery.
- The number of townhomes has been reduced from 56 townhomes to 37 townhomes.

CHANGES SINCE JANUARY 18, 2022

The petitioners have made several changes since the January 18, 2022, Advisory Plan Commission Meeting.

- Definitions: The definition for Dominant Exterior Material has been removed and the definition for Transitional Architecture added.
- Concept Plan: Previously, the PUD ordinance required substantial compliance only for the boundaries of the subdistricts as they appear on the concept plan. Now the PUD would require substantial compliance with the concept plan in its entirety. On the concept plan itself, the townhomes have been removed from the area across from Woodside Drive. Additionally, the lots along the eastern edge of the property no longer extend into the Tree Preservation Easement.
- Townhome standards: The following changes have been made to the Townhome Subdistrict regulations:
    - While the front yard setback remains at 0 feet, the PUD would now require an 8-foot landscape area between the front of the townhomes and the path or sidewalk.
    - Previously the Front Setback Stagger did not apply to the Townhouse Dwellings. Now the PUD would require 1.5 feet staggering between the end units and the inside units.
    - The minimum distance between structures has been reduced from 15 feet to 12 feet.
    - The maximum height of the townhouses remains at 35 feet, but additionally will not exceed two stories.
- Architectural Standards: The architectural standards for both the Single Family and Townhouses Subdistricts are now required to utilize four-sided architecture
- Landscape Standards:
    - Previously, foundation plantings were not required within the PUD. Now they are required for Townhomes and the 8-foot planting strip between the townhomes and the perimeter path are considered part of the foundation planting requirements.
    - The Buffer Yard requirements have been further clarified, both in the text of the ordinance and on the concept plan. The text now includes a row of evergreen trees to further buffer AGSF1 neighbors to the east of the Single-family Subdistrict.
    - The Tree Preservation Easement standards have restricted the area where maintenance activities can occur around amenities. The standards also now include a requirement to install signs with the text: “Natural Preservation Area. No mowing or spraying or Removal of Trees. Restricted Area.”

  - Street trees or similar plantings are now permitted between the pedestrian path and the public street, subject to approval by the Public Works and Community Development Departments.
- Character Exhibits: Additional character exhibits were incorporated to show two-story examples of townhomes.

CHANGES SINCE FEBRUARY 7, 2022

In response to comments from APC members, two conditions were included in the motion for a favorable recommendation. Those conditions requested the following changes be made:

1. That the garages on front load single-family homes be set back 10 feet from the Front Façade.
2. That the location of the amenity area is not required to be in substantial compliance with the Open Space and Amenity exhibit; it can be relocated at the discretion of the developer.

PROCEDURAL

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

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. This petition had its public hearing at the December 6, 2021, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its February 7, 2022 meeting, the Plan Commission forwarded a favorable recommendation of this petition to the City Council (Vote: 8 in favor, 0 opposed)

City Council

Introduction:	November 8, 2021
Eligible for Adoption:	February 14, 2022
Submitted by:	Rachel Riemenschneider, Associate Planner

WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, February 7, 2022, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	2112-PUD-29
Ordinance No.	21-52
Petitioner	Old Town Design Group
Description	A change in zoning for 48.8 acres +/- from AG-SF1: Agriculture / Single-family Rural District and from Lantern Park Planned Unit Development (PUD) to the Springwater PUD District.

On February 7, 2022, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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

Kevin M. Todd, Secretary

February 8, 2022
Date

BUILDER OLD TOWN DESIGN GROUP

EXHIBIT C

CHARACTER EXHIBIT

TRANSITIONAL ARCHITECTURE

FAMILIAR FORMS WITH MODERN FEATURES

Curated semi-custom designed exteriors created exclusively for Springwater will merge transitional and modern styles to create variety that is complimentary. High quality materials to be used across all architectural styles inclusive of:

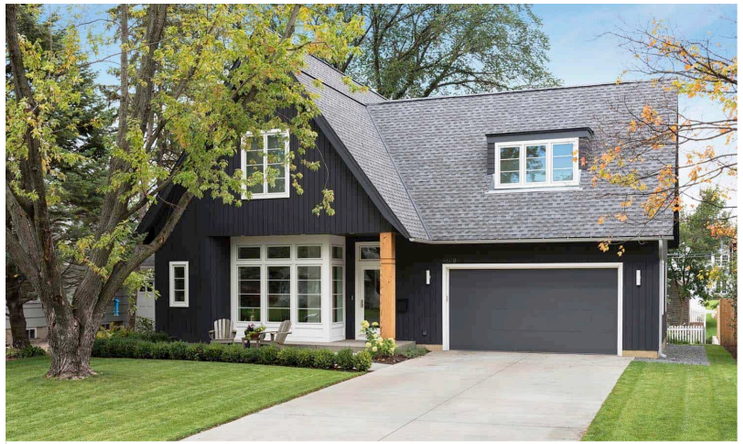
- Fiber cement board (like Hardie products)
- Dimensional Architectural Asphalt Shingles
- Metal Roofing Accents
- Wood Clad & Fiberglass Windows
- Brick or Stone Masonry Foundation Skirts

TRANSITIONAL ARCHITECTURE

INSPIRATION: TOWNHOMES

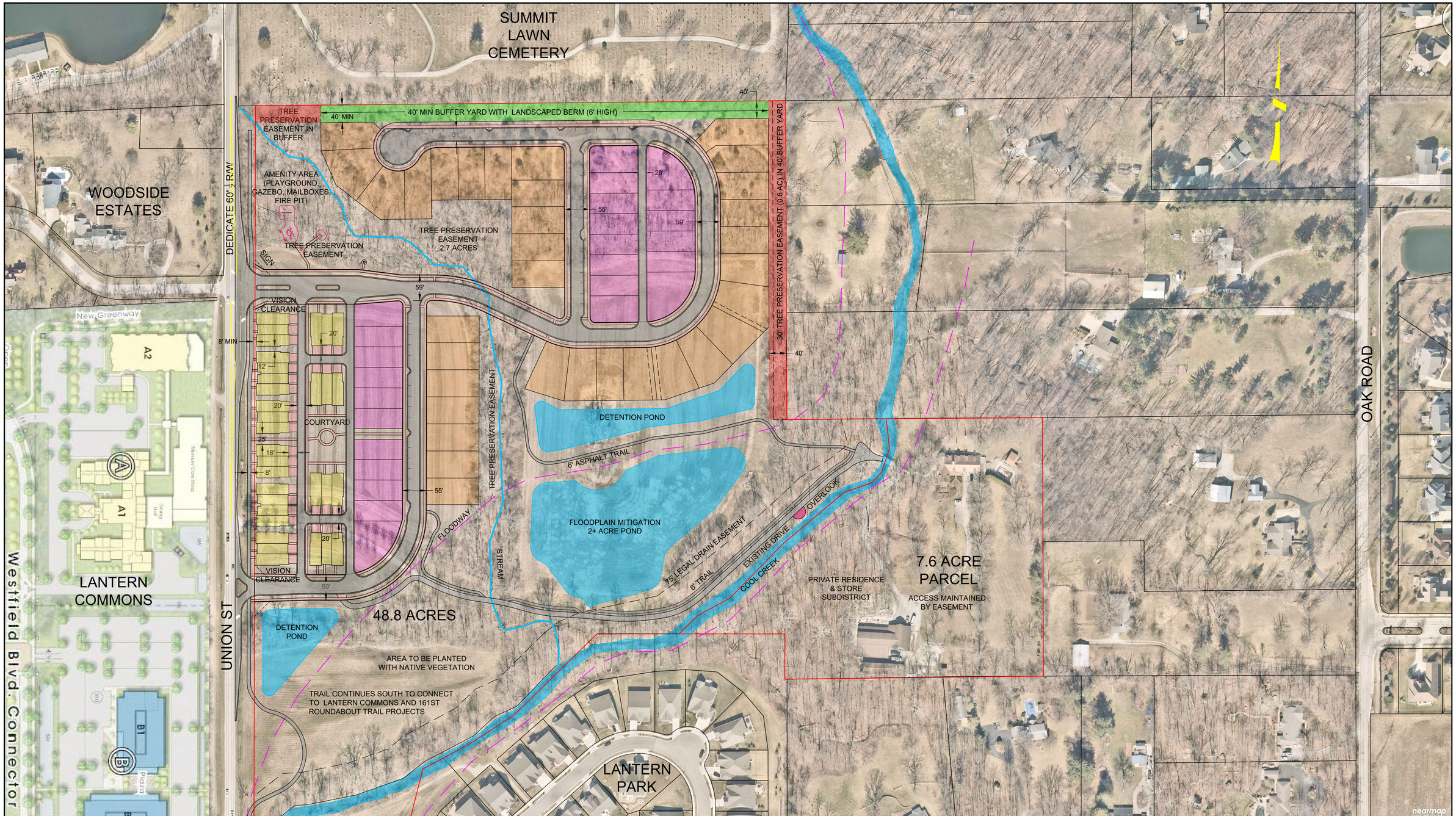
TRANSITIONAL ARCHITECTURE

INSPIRATION: SINGLE-FAMILY, ALLEY LOAD



TRANSITIONAL ARCHITECTURE

INSPIRATION: SINGLE-FAMILY, FRONT LOAD



OLD TOWN DESIGN GROUP

APOLLO DEVELOPERS

SPRINGWATER CONCEPT SITE PLAN

- TOWNHOUSE - 2-STORY (3-4 TOWNHOUSES PER PAD) - 32
- SINGLE FAMILY COTTAGES (ALLEY LOAD) - 45' MIN - 25
- SINGLE FAMILY VILLAS (FRONT LOAD) - 60' MIN - 33
- 40' BUFFER YARD W/ 30' MIN TREE PRESERVATION EASE
- 40' TYPE B BUFFER YARD

40' MIN LANDSCAPED BUFFER YARD WITH 6' BERM

PLAYGROUND

GAZEBO

COMMUNITY FIRE PIT

MEDIAN AT ENTRANCE

PEDESTRIAN CORRIDOR

COURTYARD

DRY POND WITH NATIVE VEGETATION

PRESERVE EXISTING STREAM AND WOODED RIPARIAN CORRIDOR

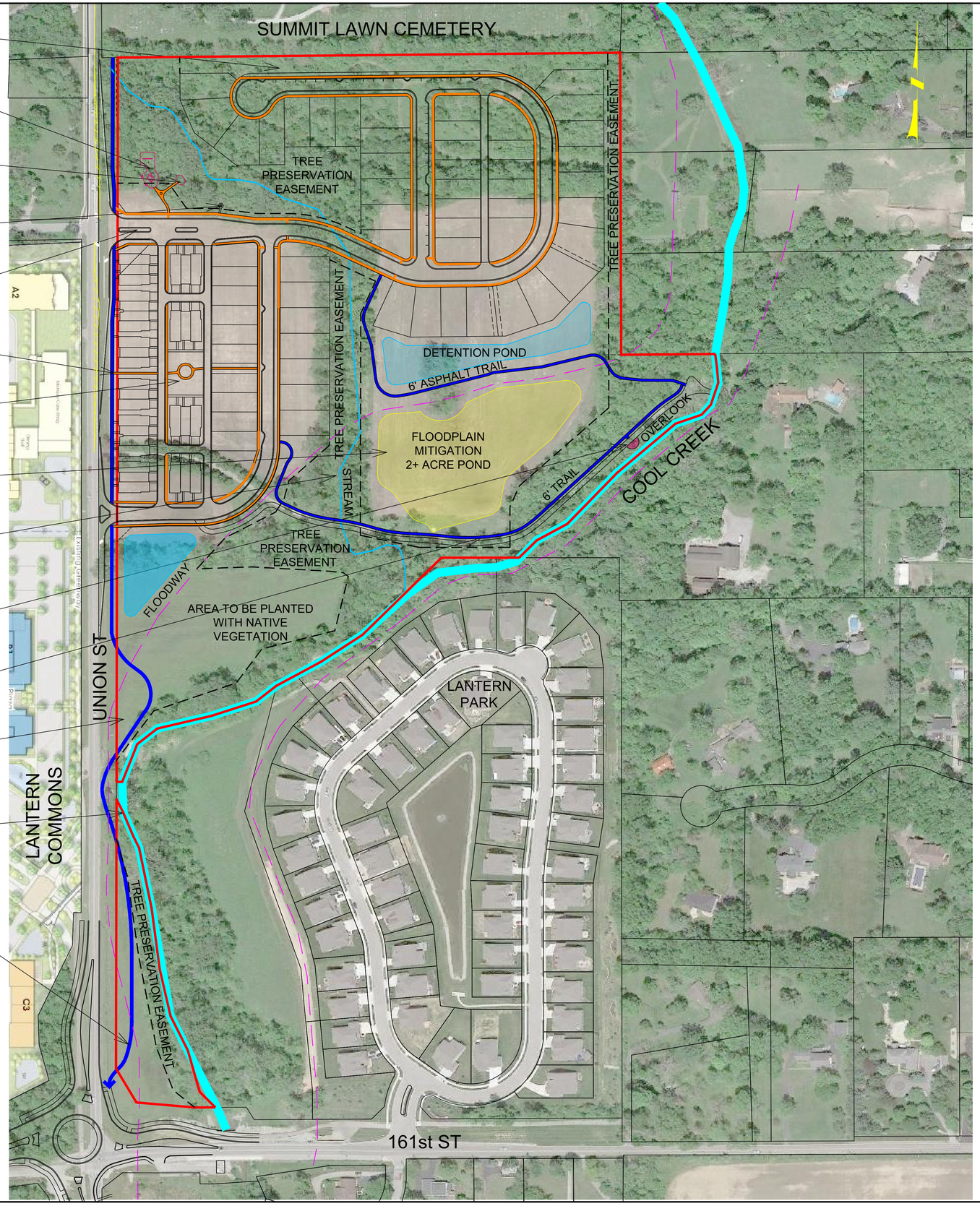
SCENIC OVERLOOK AT COOL CREEK

TRAIL ALONG COOL CREEK

RESTORE AREA WITH NATIVE LANDSCAPING

MAINTAIN WOODED RIPARIAN CORRIDOR ALONG MORE THAN 0.5 MILES OF COOL CREEK

CONNECT TRAIL TO PROPOSED TRAIL ALONG 161ST STREET



EXISTING CONDITIONS *

MATURE WOODS - 12.5 ACRES
AGRICULTURAL - 23.4 ACRES
FALLOW - 5.3 ACRES

TOTAL ACREAGE: 41.2 ACRES

PROPOSED CONDITIONS *

MATURE WOODS - 11.4 ACRES
LANDSCAPED COMMON AREA - 12.6 ACRES
NEIGHBORHOOD - 17.2 ACRES
OPEN SPACE - 58%

TOTAL ACREAGE: 41.2 ACRES

* EXCLUDES 7.6 ACRE EXISTING PRIVATE RESIDENCE & ANTIQUE STORE PARCEL

NOTE: THERE IS A PROPOSED INCREASE OF NATURAL AREAS PROPOSED FROM EXISTING.

INTERNAL SITE CIRCULATION

PERIMETER TRAIL

SPRINGWATER OPEN SPACE AMENITY AND PRESERVATION EXHIBIT

APOLLO DEVELOPERS

OLD TOWN DESIGN GROUP

Enter Address or Parcel No...
ABEL DOANS
w: 272.9'
3.2ac
1,575.0'
h: 514.6'
Maple St
Poplar St
Jersey St
w: 393.7'
Park St
1.0ac
1,002.1'
w: 275.0'
1.1ac
897.9'
h: 174.0'
Parkway Cir
0
100
200ft
Measure

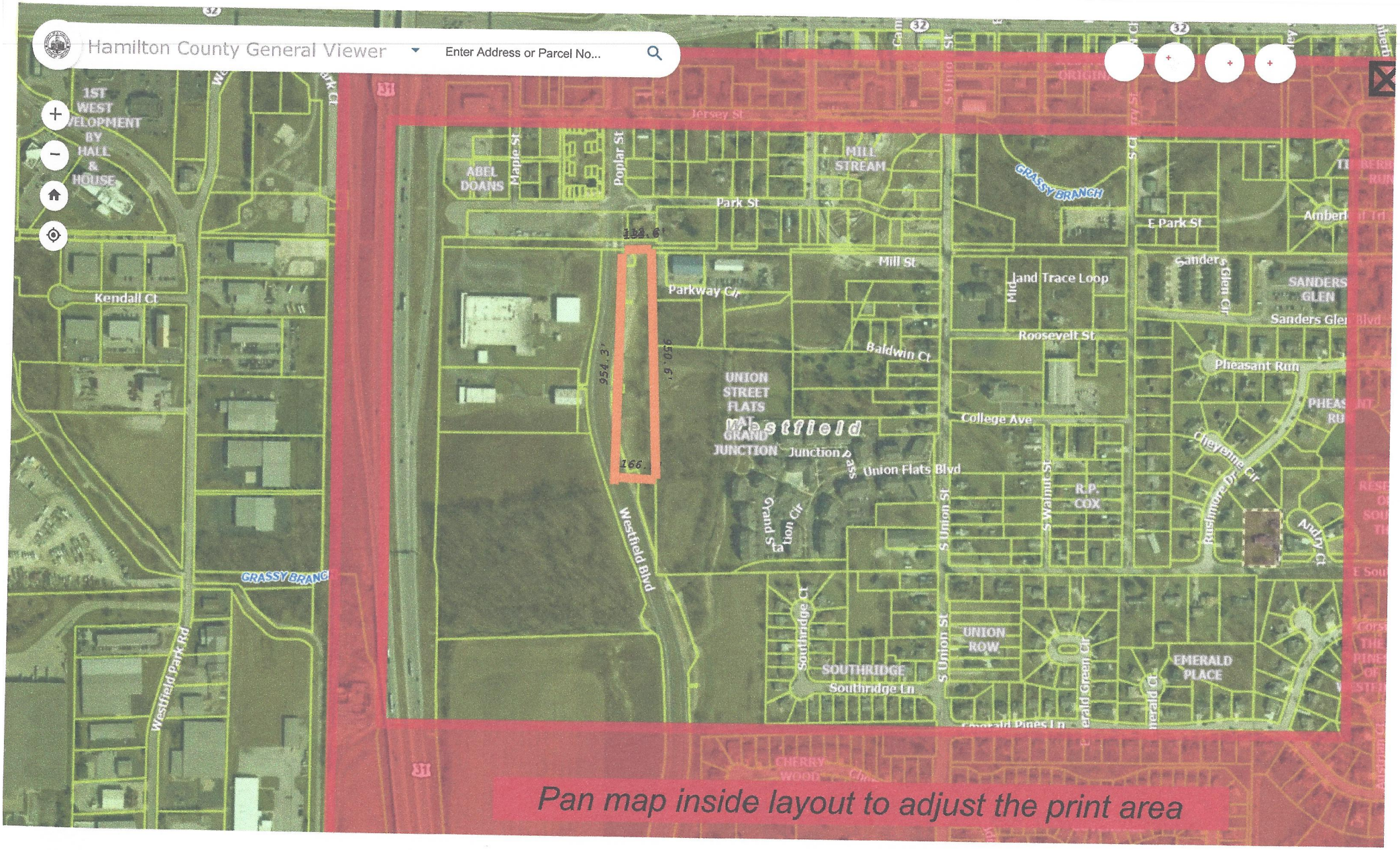
Parcels: 09-09-01-02-07-002.000

Pay Taxes
View Parcel Report

Date Current	February 8, 2022
Parcel No	09-09-01-02-07-002.000
Address	515 Park St W
City	Westfield
Zip Code	46074
Deeded Owner	DLM, GJ LLC
Subdivision Section Lot	, Section , Lot 14,29,P30
Property Class	499
Property Use	Commercial Other structure
Deeded Acres	1.72
State Parcel No	29-09-01-207-002.000-015
Tax District	Westfield
TIF Code	90906
TIF District	Grand Junction- Westfield
Sq Ft Commercial	
Sq Ft Residential	
Number of Floors	
Year Built	1977

Zoom to

0 200 400ft


Hamilton County General Viewer
Enter Address or Parcel No...
1ST WEST DEVELOPMENT BY HALL & HOUSE
Kendall Ct
GRASSY BRANCH
Westfield Park Rd
Jersey St
ABEL DOANS
Maple St
Poplar St
Park St
MILL STREAM
GRASSY BRANCH
E Park St
Mill St
Parkway Cir
Land Trace Loop
Sanders Glen Cir
SANDERS GLEN
Sanders Glen
Roosevelt St
Baldwin Ct
Pheasant Run
UNION STREET FLATS
Westfield
GRAND JUNCTION
Junction Pass
College Ave
Union Flats Blvd
Cheyenne Cir
Rushmore Dr
Andry Ct
R.P. COX
S Walnut St
S Union St
Grand Union Cir
Westfield Blvd
Southridge Ct
SOUTHRIDGE
Southridge Ln
UNION ROW
Emerald Green Cir
EMERALD PLACE
Emerald Pines Ln
CHERRY WOOD
Pan map inside layout to adjust the print area
0
200
400ft

ORDINANCE NO. _____

AN ORDIANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TITLE 16 – LAND USE CONTROLS

This is an Ordinance adding 1 +/- acres (the "Real Estate") to Ordinance Number 16-51, as amended, (the Grand Millennium Ordinance") of the City of Westfield and Washington Township, Hamilton County, Indiana.

WHEREAS, the City of Westfield and the Township of Washington, both of Hamilton County, Indiana, are subject to the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 3607-4 et seq., as amended.;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition filed with the Commission to rezone the Real Estate containing approximately 1 acre legally described and depicted on **Exhibit A,** attached hereto, and located in Washington Township, Indiana;

WHEREAS, Westfield-Washington Township Advisory Plan Commission did take action to forward Petition to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-15-5;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that Title 16 of the Westfield Code of Ordinance and the Zoning Map are hereby amended as follows:

Section 1. The Zoning Map shall be amended as follows:

The Zoning Map accompanying and made a part of the Zoning Ordinance is amended to reclassify the Real Estate to the existing Grand Millennium Commercial District.

Section 2. The text of the Grand Millennium Center PUD Ordinance is hereby amended to: (a) include the Real Estate as shown in Exhibit A, subject to the same standards applicable as shown on the attached **Exhibit A:** existing Concept Plan.

Section 3. This Ordinance shall be effective with respect to the Real Estate upon adoption by the City Council and after occurrence of all other action required by law. All provisions of the Unified Development Ordinance in Conflict herewith are hereby repealed.

[Remainder of Page Intentional Left Blank]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA

THIS _____ DAY OF _____, 2022

WESTFIELD CITY COUNCIL

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

ATTEST:

_____

Cindy Gossard, Clerk Treasurer

I hereby certify the **ORDINANCE 16-51** was delivered to the Mayor of Westfield on the

_____ day of _____, 2022 at _____ __m.

_____

Cindy Gossard, Clerk Treasurer

I hereby **APPROVE ORDINANCE 16-51**

This ____ day of _____, 2022

_____

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE, 16-51**

This _____ day of _____, 2022

_____

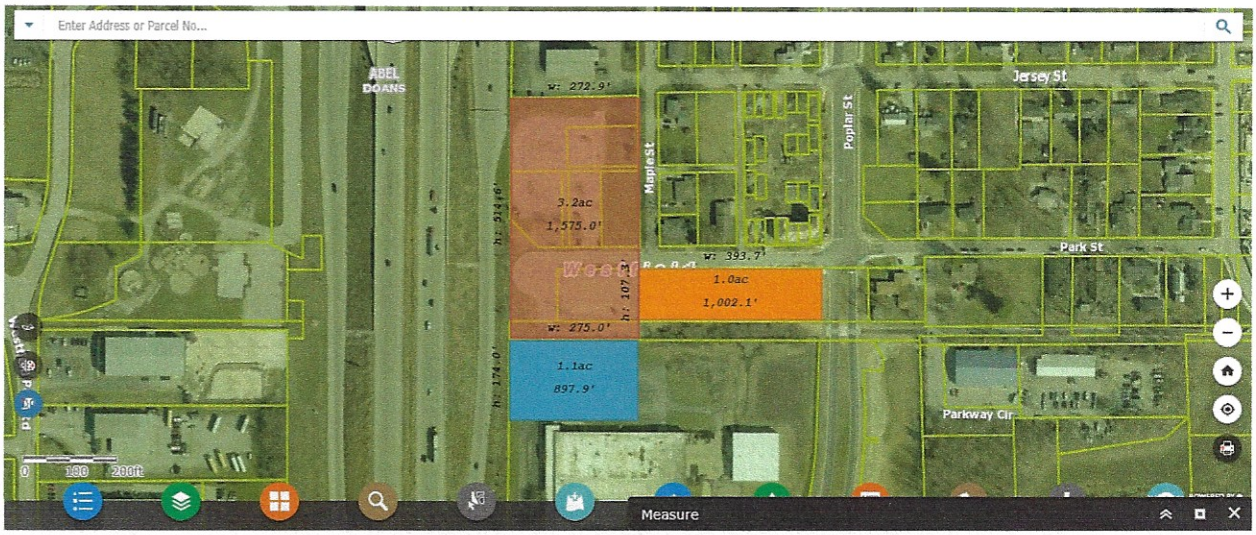
J. Andrew Cook, Mayor

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

This document prepared by: R. Birch Dalton

EXHIBIT A

<u>Real Estate</u>



The parcel which is shaded orange +/- 1 acre is the subject property.

EXHIBIT B

The parcel which is shaded orange +/- 1 acre is the subject property.

CITY OF Westfield INDIANA

Westfield Community Development
2728 E. 171st Street | Westfield, IN 46074
317.804.3170 | nwoerner@westfield.in.gov

ANNEXATION APPLICATION

OFFICE USE ONLY

ORDINANCE #: _____ PETITION RECEIVED (DATE): _____

FILING FEE: $0 FEE PLUS $ _____ PER ACRE (@ _____ ARCES)= $ _____

APPLICANT INFORMATION

APPLICANT'S NAME: Shear Property Group TELEPHONE: 317.762.8018
ADDRESS: 241 North Pennsylvania Street, Indianapolis, IN 46204 EMAIL: info@shearpg.com

PROPERTY OWNER'S NAME: Throgmartin Henke Development LLP TELEPHONE: 317.399.2490
ADDRESS: 3535 161st Street, Carmel, IN 46033 EMAIL: dave.mennel@thebridgewaterclub.com

REPRESENTATIVE'S NAME: Andrew Wert TELEPHONE: 317.776.5262
COMPANY: Church Church Hittle + Antrim EMAIL: awert@cchalaw.com
ADDRESS: 116 North Union Street, Westfield, IN 46074

PROPERTY AND PROJECT INFORMATION

ADDRESS OR PROPERTY LOCATION: 1698 East State Road 38, Sheridan, IN 46069

ACREAGE: 62.71 EXISTING LAND USE(S): Agricultural EXISTING ZONING DISTRICT(S): AG-SF1

COUNTY PARCEL ID #(S): 08-05-13-00-00-015.000, 08-05-13-00-00-016.000

☑ ATTACHED COPY OF CURRENT PROPERTY DEED (AND LEGAL DESCRIPTION)

APPEAL REQUEST

The following information will be used to develop a written detailed fiscal plan, as required by Indiana law, for the Council's consideration and adoption for annexation of the subject real estate **(please note these are for tax assessed value and revenue projections only).**

ESTIMATED FIVE-YEAR BUILD-OUT SCENARIO:

TOTAL ACREAGE: 63.43 PROPOSED LAND USE(S): Retail/Commercial & Industrial SITE CONSTRUCTION START DATE: October 2022

(YEAR WHEN CONSTRUCTION OF STRUCTURE IS ESTIMATED TO BE COMPLETED)

	Year 1	Year 2	Year 3	Year 4	Year 5
# OF LOTS (SINGLE FAMILY)	NA				
# OF UNITS (MULTI-FAMILY)	NA				
# OF ACRES/SQ. FT. (NON-RESIDENTIAL)	0	15.5/86,210	15.5/86,210	15.5/86,210	15.5/86,210
ESTIMATED MARKET VALUE (AVERAGE PER HOME OR STRUCTURE(S) IF MULTI-FAMILY OR NON-RESIDENTIAL)	0	$8,042,619	$8,042,619	$8,042,619	$8,042,619
COMPARABLE TO: (WESTFIELD SUBDIVISION OR DEVELOPMENT)	Northpoint				
ESTIMATED NEW STREET MILES (TO BE BUILT BY DEVELOPER)	0	0.09	0.09	0.09	0.09

CITY OF Westfield INDIANA

Westfield Community Development
2728 E. 171st Street | Westfield, IN 46074
317.804.3170 | nwoerner@westfield.in.gov

PETITION FOR ANNEXATION INTO THE CITY OF WESTFIELD

The undersigned (hereinafter, the "Property Owner"), in support of this Petition for Annexation into the City of Westfield, Hamilton County, Indiana, alleges:

1. That the Property Owner is the owner of the real estate legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Real Estate").
2. That the Real Estate is contiguous to public highways and the public rights-of-way thereof (jointly hereinafter "Public Highway").
3. That the City Council of the City of Westfield, Washington Township, Hamilton County, Indiana (hereinafter "Council") has by ordinance defined the corporate boundaries of the City of Westfield, Indiana.
4. That more than one-eighth (1/8) of the aggregate external boundaries of the Real Estate coincides with the corporate boundaries of the City of Westfield, Indiana.

WHEREFORE, Property Owner requests that the Council adopt an ordinance annexing the Real Estate, and the contiguous areas of the Public Highway, into the City of Westfield, Indiana.

IN WITNESS WHEREOF, Property Owner has executed this Instrument on the 6 day of January, 2022

Property Owner (Authorized Signature)

David R Mennel, Manager
Property Owner (Printed Name, Title)

STATE OF INDIANA)
) SS: _____
COUNTY OF Hamilton)

Before me the undersigned, a Notary Public in and for said County and State, the above party personally appeared and acknowledged the execution of the foregoing Petition for Annexation Witness my hand and Notarial Seal this 6 day of January, 2022.

My Commission Expires: 6-10-2028

Notary Public (signature)

J. Neal Smith
Notary Public (printed)

Residing in Hamilton County

NOTARY PUBLIC SEAL STATE OF INDIANA
J. NEAL SMITH
My Commission Expires
June 10, 2028
Commission Number NP0727166
Hamilton County

CITY OF Westfield INDIANA

Westfield Community Development
2728 E. 171st Street | Westfield, IN 46074
317.804.3170 | nwoerner@westfield.in.gov

ANNEXATION APPLICATION

OFFICE USE ONLY

ORDINANCE #: _____ **PETITION RECEIVED (DATE):** _____

FILING FEE: $0 **FEE PLUS $** _____ **PER ACRE (@** _____ **ARCES)= $** _____

APPLICANT INFORMATION

APPLICANT'S NAME: Shear Property Group **TELEPHONE:** 317.762.8018
ADDRESS: 241 North Pennsylvania Street, Indianapolis, IN 46204 **EMAIL:** info@shearpg.com

PROPERTY OWNER'S NAME: Adam J & Heather A Zosso **TELEPHONE:** 219.850.3315
ADDRESS: 1602 E State Road 38, Sheridan, IN 46069 **EMAIL:** adamzosso@gmail.com

REPRESENTATIVE'S NAME: Andrew Wert **TELEPHONE:** 317.776.5262
COMPANY: Church Church Hittle + Antrim **EMAIL:** awert@cchalaw.com
ADDRESS: 116 North Union Street, Westfield, IN 46074

PROPERTY AND PROJECT INFORMATION

ADDRESS OR PROPERTY LOCATION: 1602 East State Road 38, Sheridan, IN 46069

ACREAGE: 0.72 **EXISTING LAND USE(S):** Residential **EXISTING ZONING DISTRICT(S):** AG-SF1

COUNTY PARCEL ID #(S): 08-05-13-00-00-017.000

☑ **ATTACHED COPY OF CURRENT PROPERTY DEED (AND LEGAL DESCRIPTION)**

APPEAL REQUEST

The following information will be used to develop a written detailed fiscal plan, as required by Indiana law, for the Council's consideration and adoption for annexation of the subject real estate **(please note these are for tax assessed value and revenue projections only)**.

ESTIMATED FIVE-YEAR BUILD-OUT SCENARIO:

TOTAL ACREAGE: 63.43 **PROPOSED LAND USE(S):** Retail/Commercial & Industrial **SITE CONSTRUCTION START DATE:** October 2022

(YEAR WHEN CONSTRUCTION OF STRUCTURE IS ESTIMATED TO BE COMPLETED)

*	Year 1	Year 2	Year 3	Year 4	Year 5
# OF LOTS (SINGLE FAMILY)	NA				
# OF UNITS (MULTI-FAMILY)	NA				
# OF ACRES/SQ. FT. (NON-RESIDENTIAL)	0	15.5/86,210	15.5/86,210	15.5/86,210	15.5/86,210
ESTIMATED MARKET VALUE (AVERAGE PER HOME OR STRUCTURE(S) IF MULTI-FAMILY OR NON-RESIDENTIAL)	0	$8,042,619	$8,042,619	$8,042,619	$8,042,619
COMPARABLE TO: (WESTFIELD SUBDIVISION OR DEVELOPMENT)	Northpoint				
ESTIMATED NEW STREET MILES (TO BE BUILT BY DEVELOPER)	0	0.09	0.09	0.09	0.09

* - corresponds with Throgmartin application

CITY OF Westfield INDIANA

Westfield Community Development
2728 E. 171st Street | Westfield, IN 46074
317.804.3170 | nwoerner@westfield.in.gov

PETITION FOR ANNEXATION INTO THE CITY OF WESTFIELD

The undersigned (hereinafter, the "Property Owner"), in support of this Petition for Annexation into the City of Westfield, Hamilton County, Indiana, alleges:

1. That the Property Owner is the owner of the real estate legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Real Estate").
2. That the Real Estate is contiguous to public highways and the public rights-of-way thereof (jointly hereinafter "Public Highway").
3. That the City Council of the City of Westfield, Washington Township, Hamilton County, Indiana (hereinafter "Council") has by ordinance defined the corporate boundaries of the City of Westfield, Indiana.
4. That more than one-eighth (1/8) of the aggregate external boundaries of the Real Estate coincides with the corporate boundaries of the City of Westfield, Indiana.

WHEREFORE, Property Owner requests that the Council adopt an ordinance annexing the Real Estate, and the contiguous areas of the Public Highway, into the City of Westfield, Indiana.

IN WITNESS WHEREOF, Property Owner has executed this Instrument on the 11 day of JAN, 2022.

Property Owner (Authorized Signature)

Adam J. Zosso HEATHER A. ZOSSO - OWNER
Property Owner (Printed Name, Title)

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

DAVID M. TAYLOR
NOTARY PUBLIC - SEAL
STATE OF INDIANA
COMMISSION NUMBER 663434
COMMISSION EXPIRES MAR. 16, 2023

Before me the undersigned, a Notary Public in and for said County and State, the above party personally appeared and acknowledged the execution of the foregoing Petition for Annexation Witness my hand and Notarial Seal this 11 day of January, 2022

My Commission Expires:
3/16/2023
Notary Public (signature)

Notary Public (printed)

Residing in Hamilton County

LEGAL DESCRIPTION

1602 & 1698 East State Road 38

A part of the Northeast Quarter Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of said Section 13, running thence West 89 rads 14 links; thence South 100 reds to the center of the highway; thence South 60 degrees East along the highway, 55 rods 1 link; thence East 42 rods 10 links to the East line of said Section; thence North 125 rods 8 links to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, described as follows:

Begin at an iron stake 1092.24 feet West and 1379.0 feet South of the Northeast corner of Section 13, Township 19 North, Range 3 East; run thence West 385.5 feet to an iron stake; thence South 271.0 feet to the intersection with the center line of State Road 38; thence following this center line in a Southeasterly direction 438.7 feet to a point directly South of the place of beginning; thence North 481.6 feet to the place of beginning.

Leaving after the exception 62 acres, more or less.

ALSO: A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Begin at an iron stake 1092.24 feet West and 1473 feet South of the Northeast corner of the Northeast Quarter of Section 13, Township 19 North, Range 3 East, run thence South 387.6 feet to the intersection with the centerline of State Road 38; thence following the centerline of this road Northwesterly 171.1 feet to a point, thence North parallel to East line of this tract 286.5 feet to an iron stake, said point being 14.2 feet South of the place of beginning, thence Easterly 151.2 feet to the place of beginning.

EXCEPTING THEREFROM the following real estate conveyed to the State of Indiana by Warranty Deed recorded April 18, 2011 as Instrument No. 2011019925 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

A part of the Northeast Quarter of Section 13, Township 19 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:
Commencing at an iron stake 1092.24 feet West and 1473 feet South of the Northeast corner of (the foregoing portion of this description beginning with the words "at an iron stake" is quoted from Instrument No. 9320873 in the Office of the Recorder of Hamilton County, Indiana) said Quarter Section; thence South 01 degree 00 minutes 08 seconds West 294.95 feet along the East line of Grantor's land to the point of beginning of this description: thence continuing South 01 degree 00 minutes 08 seconds West 92.95 feet along said line to the

centerline of State Road 38; thence North 60 degrees 09 minutes 45 seconds West 171.10 feet along said centerline to the Southwest corner of said Grantor's land; thence North 01 degree 00 minutes 08 seconds East 67.27 feet along the West line of said Grantor's land; thence South 78 degrees 35 minutes 52 seconds East 3.40 feet to a point; thence South 67 degrees 54 minutes 24 seconds East 157,06 feet to the point of beginning and containing 0.276 acres, more or less, inclusive of the presently existing right of way for State Road 38 which contained 0.034 acres, more or less.

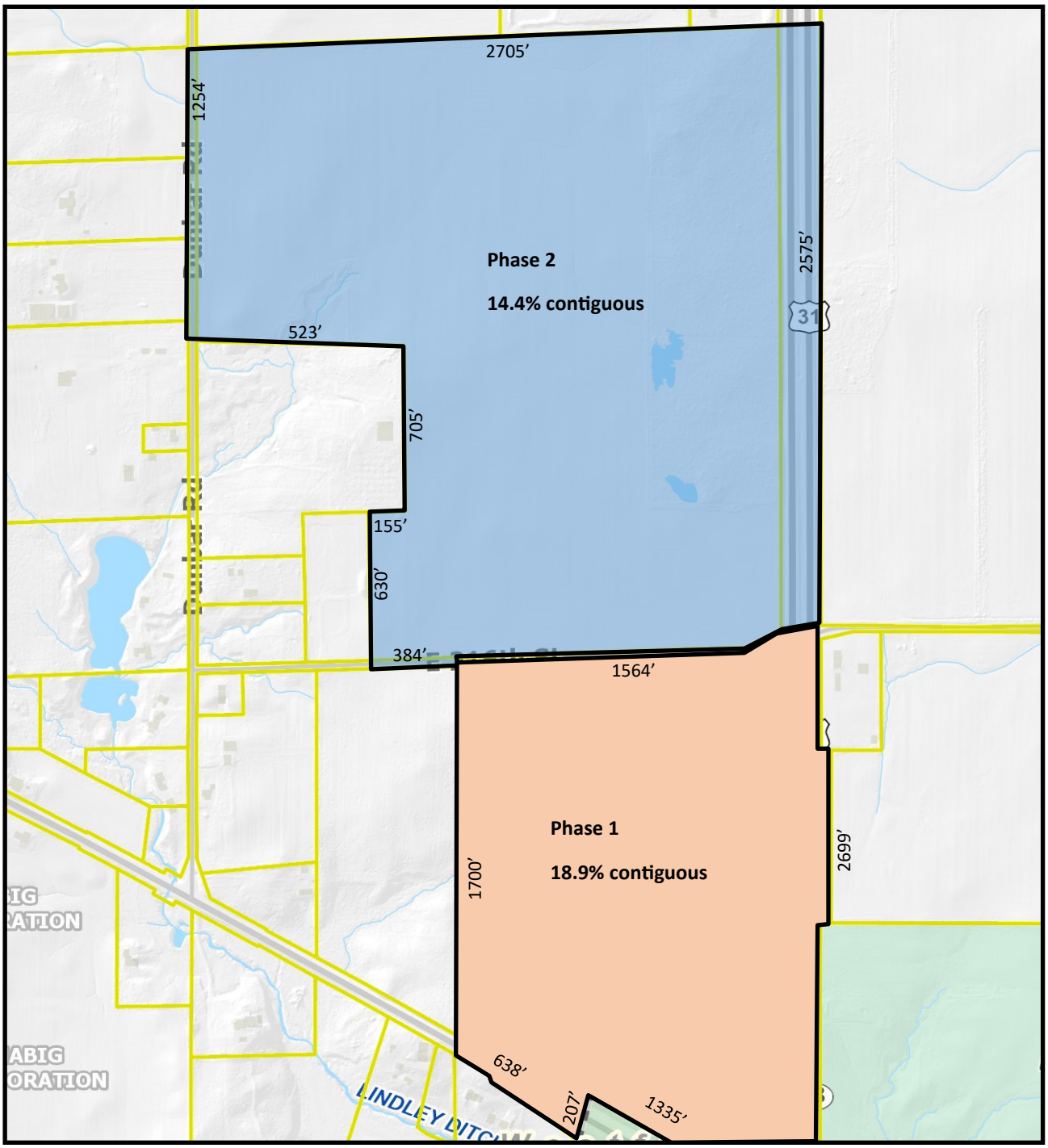
ALSO:

The entire rights-of-way of U.S. 31, State Road 38 and East 216th Street along the frontage of the real estate described above.

Last updated 11/30/2021

ANNEXATIONS - TIMELINE			
	Phase 1	Phase 2	**Notes:**
Annexation Ordinance Number			
Fiscal Plan Resolution Number			
Deadline for Filing Petition	01/19/22	03/16/22	
Submit Public Notice to Newspaper	01/21/22	03/18/22	
Actual Newspaper Publication Date	01/24/22	03/21/22	(Monday for HC Reporter)
Newspaper Publication Deadline	01/25/22	03/22/22	(at least 20 days prior to hearing)
Ordinance Introduction	**02/14/22**	**04/11/22**	
Annexation Public Hearing			
Adopt Fiscal Plan	**03/14/22**	**05/09/22**	
Adopt Annexation Ordinance			(at least 14 days from hearing)
Publish Annexation Ordinance	03/21/22	05/16/22	(assumes published Monday following adoption)
Appeal Period Ends	04/20/22	06/15/22	(30 days from publication)
Effective Date of Annexation	04/25/22	06/20/22	(30 days after publication and upon filing and recording by City Clerk required by IC 36-4-3-22(a))

SHEAR PROPERTY GROUP—ANNEXATION MAP



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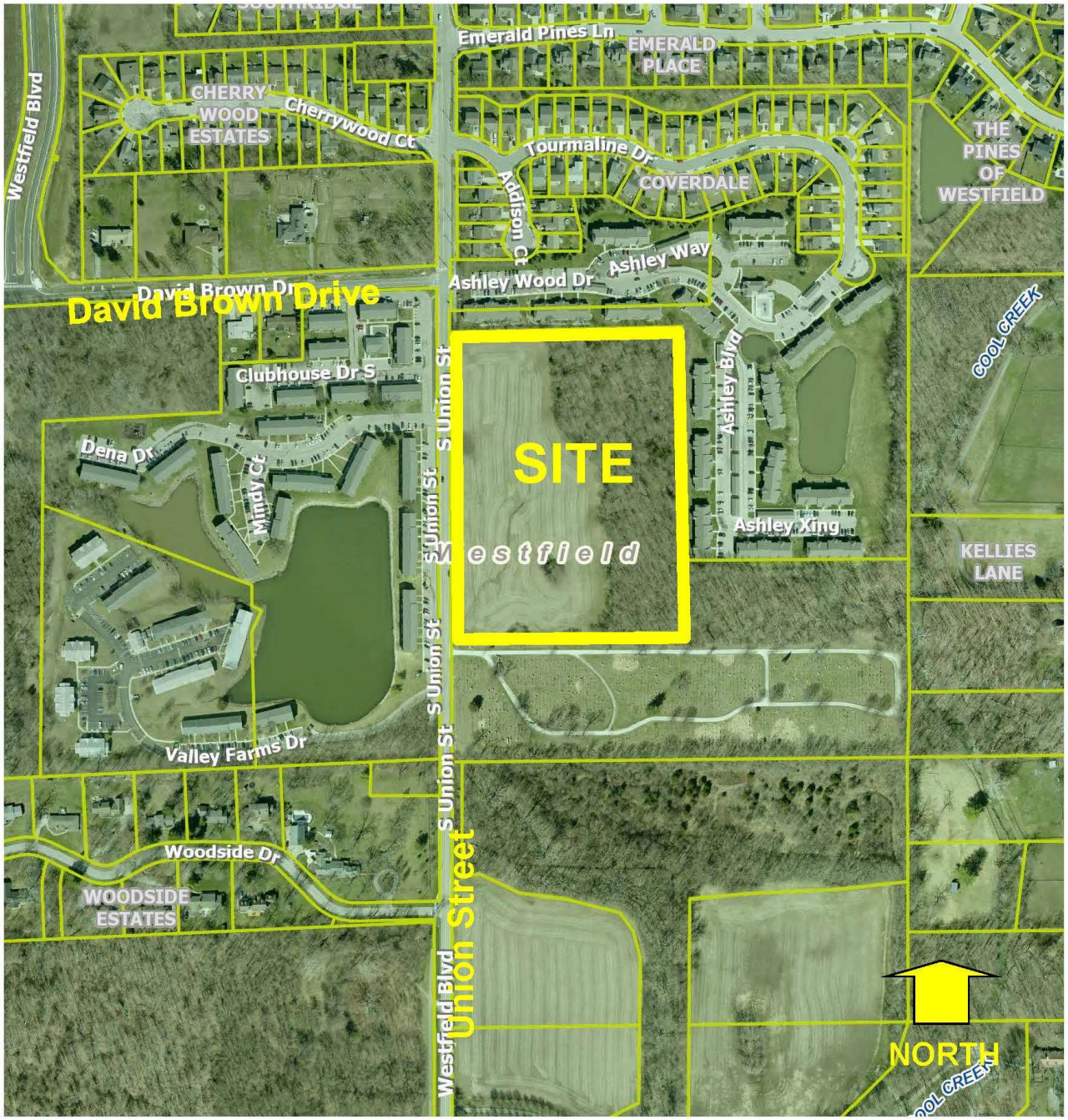
Phase 1:	Phase 2:
Perimeter = 8143'	Perimeter = 10,895'
Contiguity = 1542'	Contiguity = 1564'
% Needed: 12.5	% Needed: 12.5
% Actual: 18.9	% Actual: 14.4



Towns at Union

Site Location Map

- Approximately 13 acre site owned today by Summit Lawn Cemetery.
- Proposed for-sale single family townhomes.
- Infill site in area where higher density multi-family residential uses exist.
- Adjacent Trail Network with connectivity to Grand Junction, Monon and Midland Trails.
- Adjacent uses include Ashley Place apartments, Hamilton Square and Valley Farms apartment communities, to the immediate south is ground that is part of the Summit Lawn Cemetery and ground that will remain part of the Summit Lawn Cemetery to the southeast.

Towns at Union
Concept Plan Context

Towns at Union
Concept Plan

- The community will consist of eighty-four (84) townhomes.
- Positioned along Union Street will be rear load townhomes so that the fronts of these townhomes will be facing Union Street with individual sidewalk connections to the path proposed along the street;
- Positioned internal to the site will be both rear and front load townhomes;
- Tree preservation areas exist along the perimeters of the Real Estate with the largest area of tree preservation incorporated along the eastern portion of the site around the proposed pond and amenity feature.
- Pedestrian paths are provided in common areas as well as along Union Street.

Towns at Union

Townhomes

- Mix of rear load and front load townhomes
- Front and alley load homes combined with the multiple elevations will result in a visually appearing neighborhood.
- Townhomes will range in size from 2,200 to 2,400 square feet.
- Estimated average sales price range between $400,000 to $450,000.

Towns at Union
Concept Plan Context

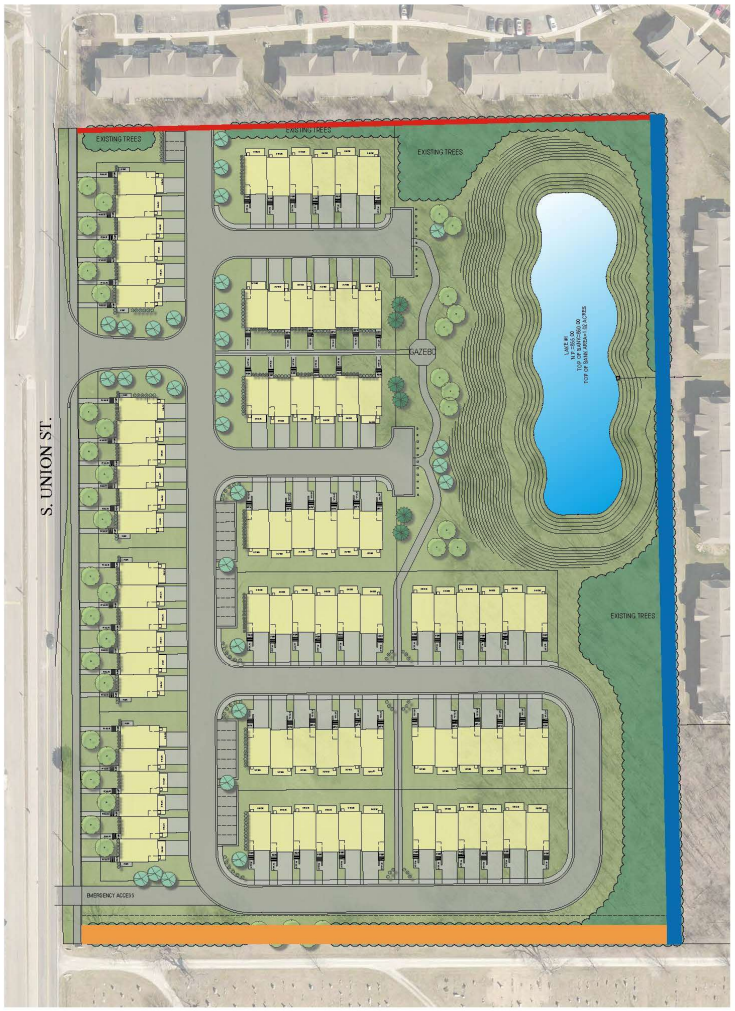
TOWNS AT UNION
WESTFIELD, INDIANA

NOT TO SCALE

HWC ENGINEERING

TOWNS AT UNION
RIGHT-OF-WAY CROSS SECTION EXHIBIT
WESTFIELD, INDIANA
JANUARY 27, 2022

TOWNS AT UNION
WESTFIELD, INDIANA



5' BUFFER YARD
15' BUFFER YARD
20' BUFFER YARD

NOT TO SCALE

HWC ENGINEERING

TOWNS AT UNION
BUFFER YARD EXHIBIT
WESTFIELD, INDIANA
JANUARY 27, 2022