

Westfield City Council Members

Mark Keen, President (District 1)

Steve Hoover (District 2)

Robert L. Horkay, (District 5)

Chuck Lehman, (District 4)

Joe Edwards (District 3)

Cindy L. Spoljaric (At Large)

Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_02_11_2019

Monday, February 11, 2019 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, February 11, 2019 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation by: Terry Lee from Student Impact

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 1-14-19](#)

Claims:

Documents: [Docket](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation: By Dina Ferchmin, Executive Director of the Trinity Free Clinic summarizing 2018 and plans for 2019

Presentation: Grand Junction Update/David Rubin will give details on the project

followed by John Rogers giving the financial plan for project.

Documents: [Grand Junction Funding Plan](#)

Presentation: Report and Highlights of the 2018 Debt & Investments by Tammy Havard

Documents: [Interest Highlights](#)

Old Business:

Ordinance 18-51: Chatham Hills PUD Amendment V

Council Introduction: November 12, 2018

APC Public Hearing: December 17, 2018

APC Recommendation: January 22, 2019

Adoption Consideration: February 11, 2019

Documents: [Ordinance 18-51](#) | [Department Report](#) | [Concept Plan](#) | [Location Map](#) | [Commitments Concerning Use & Land Develop. of Real Estate](#) | [Public Comments](#)

Ordinance 18-52: Springmill Trails PUD Amendment

(Gristmill Crossing: Residential District)

Council Introduction: December 10, 2018

APC Public Hearing: December 17, 2018

APC Recommendation: February 4, 2019

Adoption Consideration: February 11, 2019

Documents: [Ordinance 18-52](#) | [Department Report](#) | [Location Map](#) | [Character Exhibits](#) | [Concept Plan](#) | [Public Comments](#) | [Commitments Concerning Use and Development of Real Estate](#)

Ordinance 18-54: Monon Crossing PUD

Council Introduction: December 10, 2018

APC Public Hearing: January 7, 2019

APC Recommendation: February 4, 2019

Adoption Consideration: February 11, 2019

Documents: [Ordinance 18-54](#) | [Department Report](#) | [Location Map](#) | [Concept Plan](#) | [Character Exhibits](#) | [Presentation Exhibits](#)

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

Adoption Consideration: February 11, 2019

Documents: [Resolution 19-100](#)

Ordinance 19-01: Lindley Run Annexation

Council Introduction: January 14, 2019

Public Hearing: January 14, 2019

Adoption Consideration: February 11, 2019

Documents: [Ordinance 19-01](#) | [Location Map](#)

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

Council Introduction: January 14, 2019

APC Public Hearing: January 22, 2019

APC Recommendation: February 4, 2019

Adoption Consideration: February 11, 2019

Documents: [Ordinance 19-03](#) | [Location Map](#) | [Staff Report](#) | [Concept Plan](#)

New Business:

Ordinance 19-04: Oak Manor North PUD Amendment

(Oak Manor North II-Tire Discounters)

Council Introduction: February 11, 2019

APC Public Hearing: March 4, 2019

APC Recommendation: March 18, 2019

Adoption Consideration: April 8, 2019

Documents: [Ordinance 19-04](#) | [Location Map](#) | [Site Plan](#) | [Elevations](#) | [Landscape Plan](#) | [Building Materials Exhibit](#)

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

Council Introduction: February 11, 2019

Public Hearing: March 11, 2019

Adoption Consideration: March 11, 2019

Documents: [Resolution 19-101](#)

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

Council Introduction: February 11, 2019

Documents: [Ordinance 19-05](#)

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

Council Introduction: February 11, 2019

Documents: [Ordinance 19-06](#)

Guests:

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

Council Response to Guest Comments

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

ORDINANCE NO. 19-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

“Bonds” means the 20__ Bonds and any Parity Obligations.

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

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

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

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

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

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

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

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

“County” means Hamilton County, Indiana.

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

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

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

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

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

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

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

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

City:

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

Attention: Clerk-Treasurer

City Attorney:

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

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

“Owner” means a registered owner of the Bonds.

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

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

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

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

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

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

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

“State” means the State of Indiana.

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

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

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

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

SECTION 2. GRANTING CLAUSES.

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

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

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

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

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

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

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

SECTION 3. THE NOTES AND THE 2019 BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. FORM OF THE NOTES AND 20__ Bonds.

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

[Remainder of Page Intentionally Left Blank]

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

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

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

INTEREST <u>RATE</u>	MATURITY <u>DATE</u>	ORIGINAL <u>DATE</u>	DATE OF <u>AUTHENTICATION</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

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

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

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

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

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

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

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

*

*Final Maturity]

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

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

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

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

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

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

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

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

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

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

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

CITY OF WESTFIELD, INDIANA

[SEAL]

By: _____
J. Andrew Cook, Mayor

Attest:

Cindy J. Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar

Authorized Representative

[Remainder of Page Intentionally Left Blank]

ABBREVIATIONS

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

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

UNIF TRAN MIN ACT _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

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

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

Dated: _____

Signature guaranteed by:

Registered Owner:

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

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

(End of Bond Form)

[Remainder of Page Intentionally Left Blank]

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

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

SECTION 5. SALE OF THE NOTES AND THE 20__ Bonds

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

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

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

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

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

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

SECTION 6. DELIVERY OF INSTRUMENTS.

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

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

SECTION 7. BOND PURCHASE AGREEMENT AND NOTE PURCHASE AGREEMENT.

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

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

SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.

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

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

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

SECTION 9. EXECUTION OF THE NOTES AND THE 20__ BONDS.

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

SECTION 10. CREATION OF FUNDS AND ACCOUNTS.

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

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

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

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

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

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

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

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

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

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

SECTION 11. FLOW OF FUNDS; PLEDGE.

Debt Service shall be payable as follows:

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

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

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

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

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

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

SECTION 12. ISSUANCE OF ADDITIONAL BONDS.

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

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

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

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

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

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

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

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

SECTION 13. TAX COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. CONTRACTUAL NATURE OF THIS ORDINANCE.

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

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

SECTION 15. DEFEASANCE OF THE 20__ BONDS.

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

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

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

SECTION 16. SUPPLEMENTAL ORDINANCE.

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

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

SECTION 17. CONSENT TO SUPPLEMENTAL ORDINANCES.

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

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

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

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

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

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

SECTION 18. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 19. THE TRUSTEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20. THE REGISTRAR AND PAYING AGENT.

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steve Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark Keen

Mark Keen

Mark Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

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

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

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-____
this _____ day of _____, 2019
at ____:____.m.

I hereby VETO Ordinance 19-____
this _____ day of _____, 2019
at ____:____.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A

DESCRIPTION OF PROJECT

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

Ord. 19-04
Oak Manor North II PUD

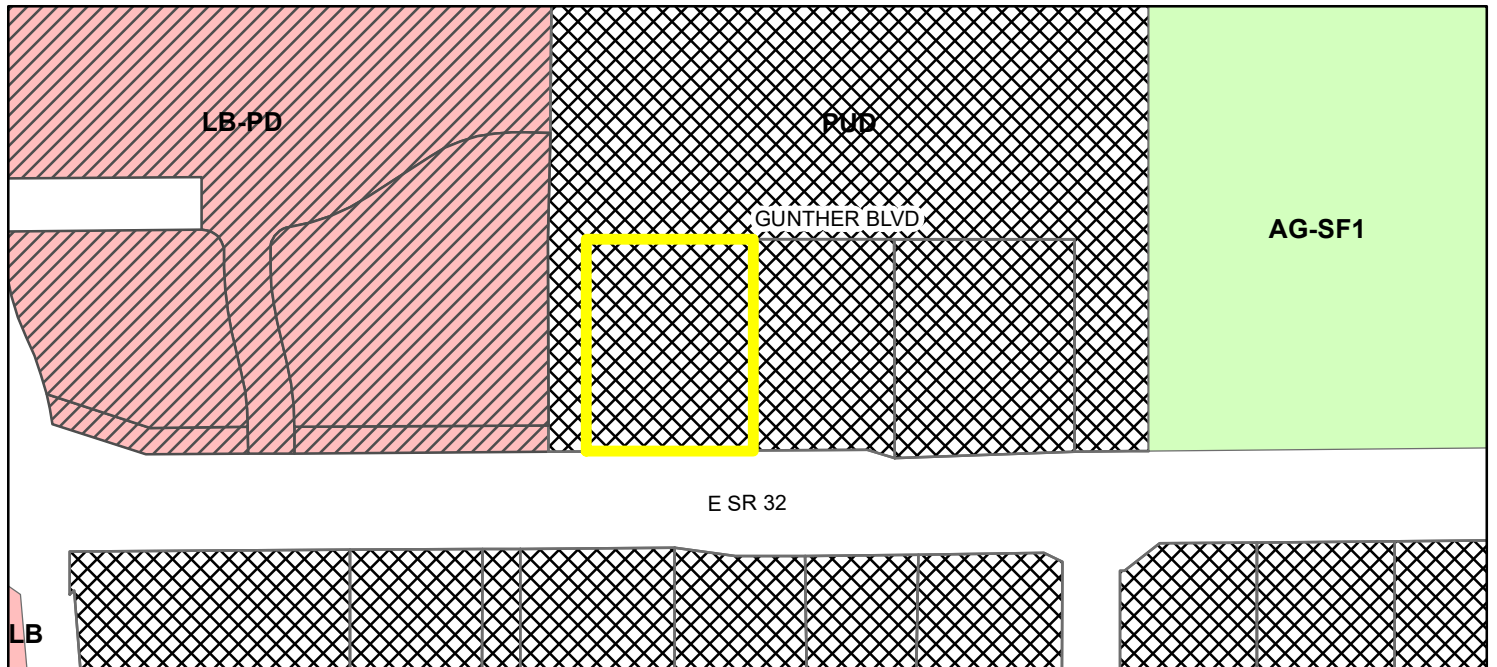
Not To Scale

Aerial Location Map

 Site



Zoning Map



Zoning - All
Zoning

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

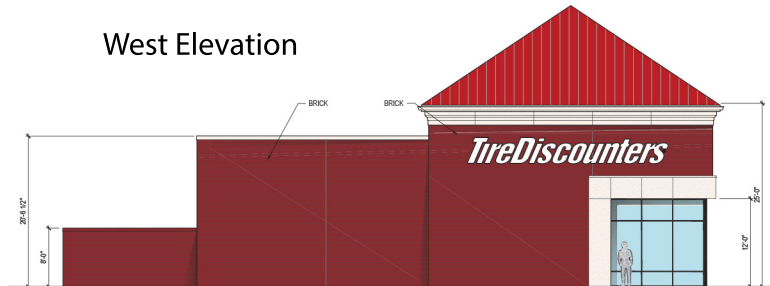
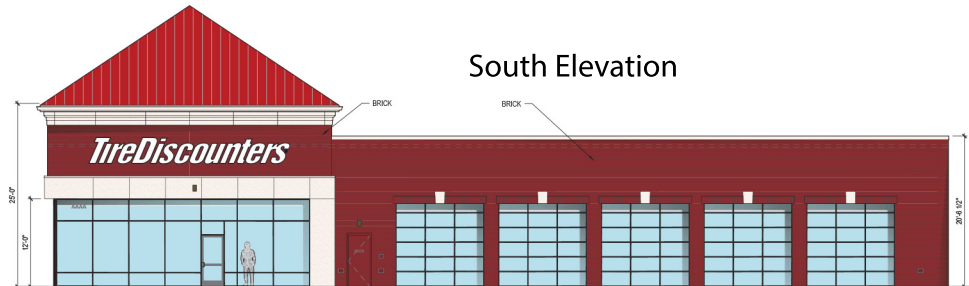


South Elevation

West Elevation

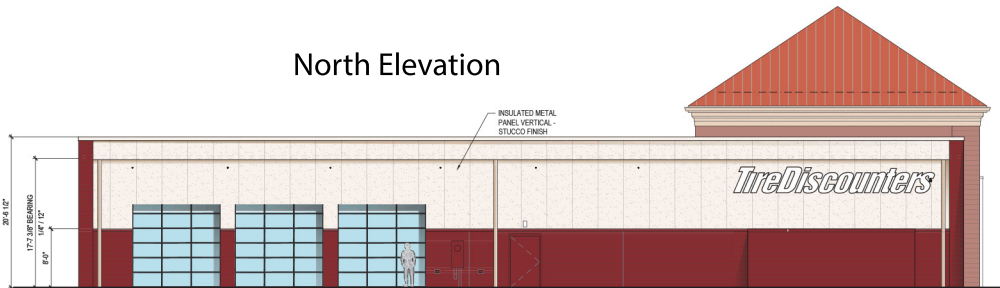
East Elevation

North Elevation



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

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



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

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

RESOLUTION 19-100

A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF LANDS DEFINED IN ORDINANCE 19-01

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ADOPTED AND PASSED THIS _____ DAY OF FEBRUARY, 2019, BY THE
WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 19-100 was delivered to the Mayor of Westfield
on the _____ day of February, 2019, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 19-100
this _____ day of February, 2019.

I hereby VETO Resolution 19-100
this _____ day of February, 2019.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA



EXHIBIT LEGEND

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

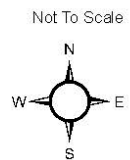


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes five (5) parcels of land:

Parcel No. 08-06-29-00-00-004.000
08-06-29-00-00-003.101
08-06-29-00-00-003.001
08-06-29-00-00-003.000
08-06-29-00-00-001.001

A part of the Northwest Quarter of Section 29, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89 degrees 24 minutes 45 seconds East (assumed bearing) 1,325.85 feet along the North line of said Northwest Quarter to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West 1,266.53 feet along the East line of said Quarter-Quarter Section to the Northwest corner of the 42.50 acre parcel owned by Thomas E. Goins as recorded in Instrument No. 85-014694 in the Office of the Recorder of Hamilton County, Indiana; thence the next two (2) courses are along the North and East lines of said 42.50 acre parcel: (1) South 89 degrees 32 minutes 57 seconds East 1,323.26 feet; (2) South 00 degrees 06 minutes 33 seconds West 1,402.50 feet along the East line of said Northeast Quarter to the Southeast corner of said Northwest Quarter, said corner also being the southeast corner of a parcel owned by Thomas E. Goins et ux as recorded in Instrument No. 9302300, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 32 minutes 57 seconds West 1,322.78 feet along the South line of said Northwest Quarter to the Southwest corner of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 36 minutes 46 seconds West 647.49 feet along the South line of the Southwest Quarter of said Northwest Quarter to the Southeast corner of the 11.62 acre parcel owned by Crossroads Church at Westfield, Inc. as recorded in Instrument No. 2006-058047 in said Recorder's Office; thence North 00 degrees 01 minutes 04 seconds East 1,018.22 feet along the East line of said 11.62 acre parcel and the prolonged East line to the Northeast corner of 4.18 acre parcel owned by Mark T. Nigh et ux as recorded in Instrument No. 85-012054 in said Recorder's Office; thence North 89 degrees 21 minutes 16 seconds West 675.00 feet along the North line of said 4.18 acre parcel to the West line of said Northwest Quarter; thence North 00 degrees 01 minutes 04 seconds East 1,652.42 feet along said West line to the place of beginning, containing 107.998 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 191st Street, 196th Street, and Grassy Branch Road.



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

Described as real estate located at the southeast corner of 196th St. and Grassy Branch Rd.

**This Fiscal Plan Supports
Ordinance 19-01**

**This Fiscal Plan is Exhibit C
of Resolution 19-100**

Introduction

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

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

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

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

City of Westfield Annexation Philosophy and Plan

A. Fiscal Policy of the City

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

B. General Philosophy and Plan

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

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

C. Further the City Shall:

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

Parcel Analysis

A. Description

The Annexation Area is located at the southeast corner of 196th Street and Grassy Branch Road (see attached **Exhibit 1**) and encompasses an area of approximately 107.998 acres.

B. Contiguity

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

C. Population and Structures

The Annexation Area has an estimated three (3) inhabitants and contains one (1) residential structure and three (3) accessory structures.

D. Zoning

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

E. Property Tax Assessment

The 2018 pay 2019 total gross assessed valuation of all real property and its improvements located within the Annexation Area is \$335,100.

F. Municipal Property Tax Rate

The existing 2018 pay 2019 property tax rate assessed to all real property and its improvements within the Annexation Area is \$2.5135 per \$100 of assessed valuation. This is the total Washington Township tax rate assessed to all real property and its improvements, subject to any property tax "cap" which may apply.

G. Council District

The Annexation Area will be incorporated into Council District 3.

H. Proposed Build-out

The build-out of the Annexation Area is not planned at this time, but will include residential development pursuant to the approved Lindley Run Planned Unit Development District. Site construction for the Annexation Area is planned by the developer to be initiated in spring of 2019. For purposes of this analysis, the following improvements are projected to be completed during the five (5) year period following annexation:

a. Single-Family Homes¹:

- 2019: Sixty-four (64) with an estimated market value of \$225,000 per unit.
- 2020: Sixty-four (64) with an estimated market value of \$225,000 per unit.
- 2021: Sixty-four (64) with an estimated market value of \$225,000 per unit.
- 2022: Sixty-four (64) with an estimated market value of \$225,000 per unit.
- 2023: Sixty-five (65) with an estimated market value of \$225,000 per unit.

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

¹ Improvements are estimated to be comparable to the Centennial subdivision in Westfield.

Municipal Services

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

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

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

All municipal departments were analyzed to determine the extent of the effect of annexation. The Police, Fire, Public Works, Clerk/Treasurer's Office, Informatics, Administration, Parks and Recreation, and Economic and Community Development were identified as being affected by the annexation of new territory.

The cost estimates of planned services to be furnished to the Annexation Area have been computed based on the 2019 budget. Input from all departments was gathered, and a careful analysis was prepared in an effort to meet all the requirements of Indiana Code § 36-4-3. Each capital service was assessed by Department of Public Works and where required, specific improvements and costs have been programmed. The findings and proposed improvements for each capital service are detailed in this report. Some services may already be available to the Annexation Area, while others will have to be initiated. In each case, it is shown in this report, that service is being/will be proposed to the Annexation Area, in a manner equivalent in standard and scope to the services being providing within the City's corporate boundaries.

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

A. Police Department

The fifty-two (52) uniformed officers of the Police Department of the City provide the citizens of the City with public safety and emergency response service throughout the corporate limits of the City. The individual services include: neighborhood patrols for the prevention of crime; detection and apprehension of criminal offenders; resolution of domestic disputes; anti-crime and anti-drug public education; traffic control and accident reporting; and the creation and maintenance of a general feeling of safety and security throughout the community.

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

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

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

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

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

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

B. Fire Department

The seventy-three (73) Firefighters, EMS and Paramedics personnel employed by the Fire Department of the City respond to fire emergencies, chemical and hazardous material spills, and general life safety emergencies throughout the corporate limits of the City and throughout the remainder of Washington Township, Hamilton County (the “Township”).

The personnel of the Fire Department are assigned to three (3) fire stations located on Dartown Road (headquarters), 151st Street, and Grassy Branch Road. Each station is the primary respondent to emergencies within its assigned geographical area. Secondary response is provided by personnel and equipment by volunteer and paid city and town fire departments in adjacent communities.

The existing Fire Department currently has the entire responsibility for services throughout the Township; therefore, the annexation of this new territory will not change the impact or the need for additional personnel.

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

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

C. Public Works Department

a. Street Division

The Street Division is part of the Public Works Department of the City and has responsibility for the maintenance and upkeep of all streets and public rights-of-way within the corporate limits of the City. Maintenance activities include potholes and curb repair, mowing of weeds and other vegetation, street sweeping, sign maintenance and

replacement, pavement striping, and snow removal. It is also responsible for reconstruction of sidewalks and policing of rights-of-way to support safe travel.

Other responsibilities include resurfacing and reconstruction of all public roads with the exception of the roads falling under the jurisdiction of the Indiana Department of Transportation or the Hamilton County Highway Department. These operations are primarily funded from the Motor Vehicle Highway (“MVH”) fund, the Local Road and Street Fund (“LR&S”), and the Road and Street Improvement Fund. The budgeted expenditures for MVH and LR&S is estimated to be \$3.87 million in 2019, which is approximately \$16,788 per road mile².

Provision of planned service of a non-capital nature within one year: Street Division services can be provided for the Annexation Area with existing personnel, based upon estimated 2.2 miles (11,616 feet) of new road miles to be built by the developer within the Annexation Area. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3.

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

b. Water and Sewer Services

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

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

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

The installation and extension of sewer service for any proposed development in the Annexation Area will be provided in accordance with the Utility’s policies. The Utility provides access to wastewater collection, treatment and disposal service to all properties within the corporate limits of the City. The Utility meets the parameters of providing access to wastewater service when the parcel is within the drainage watershed of a major

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

interceptor, trunk or lateral sewer which ultimately delivers wastewater to the wastewater treatment plant. In cases where sewer laterals are made available to developed parcels, the standard for service is met when the Utility's sewer is located within three hundred (300) lineal feet of the nearest property line of the parcel.

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

D. Parks and Recreation Department

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

Provision of planned service of a non-capital nature within one year: The Annexation Area will have full access to existing park facilities and will continue to be supported by the City. The incremental cost to maintain park facilities is set forth in **Exhibit 3**, Table 3.

Provision of planned service of a capital nature within three years: The capital services required for future growth in parks will be accomplished through the annual budgeting process, and the collection of park impact fees from new development will defray the costs to maintain the community's current level of service of park facilities. Cost estimates for planned services are set forth in **Exhibit 3**, Table 3 and Table 4.

E. Clerk-Treasurer's Office

The Clerk-Treasurer of the City is responsible for the maintenance of all City records.

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

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

F. Economic and Community Development Department

a. Planning and Zoning Services

The Economic and Community Development Department of the City is responsible for all of the planning and zoning support for the Westfield-Washington Township Advisory Plan Commission and the Westfield-Washington Township Board of Zoning Appeals. These

responsibilities currently involve the entire Township; therefore, no service level increases are expected for this division with respect to the Annexation Area.

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

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

b. Economic Development Services

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

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

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

c. Building and Construction Services

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

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

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

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Financial Summary

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

The primary source of revenue for the City is that which is received from property taxes and County Option Income Tax (COIT). The existing net assessed valuation of all real property and its improvements within the Annexation Area is \$335,100. Improvements in the Annexation Area that are projected to be completed during the five (5) year period following annexation include approximately 11,616 feet of road.

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

The property within the Annexation Area will be entered into public record and assessed for taxation as an incorporated area. Revenue received by the City from property assessed on or before January 1, 2019, will not be realized until May and November of 2020. The delay in the collection of property taxes will cause the City to experience a cost of services from existing budgets due to the required provision of non-capital services in the first year following annexation. To the extent that real costs exceed revenue as a result of this annexation, the City is prepared to use funds from other budgeted line items in order to assure that services required by State Statute are provided to the Annexation Area.

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

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

It is the intent of the City to pay for extension of all municipal services to the area from revenues generated as a result of the annexation, which will be derived from property taxes, along with other state distributions. The total property tax rate in Washington Township outside of the corporate limits for pay 2018 is \$2.3453. The tax rate for all taxpayers in the City/Washington Township, including all overlapping taxing units, is equal to \$2.776, an increase of \$0.4307. A summary of the estimated fiscal impact is set forth in **Exhibit 3**, Table 5.

Exhibit 1

Annexation Area: Graphic Depiction



EXHIBIT LEGEND

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

Not To Scale

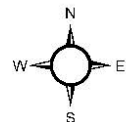


Exhibit 2

Annexation Area: Legal Description

This description includes five (5) parcels of land:

Parcel No. 08-06-29-00-00-004.000
08-06-29-00-00-003.101
08-06-29-00-00-003.001
08-06-29-00-00-003.000
08-06-29-00-00-001.001

A part of the Northwest Quarter of Section 29, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89 degrees 24 minutes 45 seconds East (assumed bearing) 1,325.85 feet along the North line of said Northwest Quarter to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West 1,266.53 feet along the East line of said Quarter-Quarter Section to the Northwest corner of the 42.50 acre parcel owned by Thomas E. Goins as recorded in Instrument No. 85-014694 in the Office of the Recorder of Hamilton County, Indiana; thence the next two (2) courses are along the North and East lines of said 42.50 acre parcel: (1) South 89 degrees 32 minutes 57 seconds East 1,323.26 feet; (2) South 00 degrees 06 minutes 33 seconds West 1,402.50 feet along the East line of said Northeast Quarter to the Southeast corner of said Northwest Quarter, said corner also being the southeast corner of a parcel owned by Thomas E. Goins et ux as recorded in Instrument No. 9302300, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 32 minutes 57 seconds West 1,322.78 feet along the South line of said Northwest Quarter to the Southwest corner of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 36 minutes 46 seconds West 647.49 feet along the South line of the Southwest Quarter of said Northwest Quarter to the Southeast corner of the 11.62 acre parcel owned by Crossroads Church at Westfield, Inc. as recorded in Instrument No. 2006-058047 in said Recorder's Office; thence North 00 degrees 01 minutes 04 seconds East 1,018.22 feet along the East line of said 11.62 acre parcel and the prolonged East line to the Northeast corner of 4.18 acre parcel owned by Mark T. Nigh et ux as recorded in Instrument No. 85-012054 in said Recorder's Office; thence North 89 degrees 21 minutes 16 seconds West 675.00 feet along the North line of said 4.18 acre parcel to the West line of said Northwest Quarter; thence North 00 degrees 01 minutes 04 seconds East 1,652.42 feet along said West line to the place of beginning, containing 107.998 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 191st Street, 196th Street, and Grassy Branch Road.

CITY OF WESTFIELD, INDIANA

"Resolution No. 19-100"

EXHIBIT 3

TABLE 1

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Computation of Estimated Property Taxes

<u>Year</u>	<u>Estimated Assessed Value</u>	<u>Exemptions</u>	<u>Estimated Net Assessed Value</u>	<u>Tax Rate</u>	<u>Estimated Tax Revenue</u>
1st	\$ 14,735,100 (1)	\$ 7,104,000 (2)	\$ 7,631,100	\$ 0.7880 (3)	\$ 60,133
2nd	29,135,100	14,208,000	14,927,100	0.7880	117,626
3rd	43,535,100	21,312,000	22,223,100	0.7880	175,118
4th	57,935,100	28,416,000	29,519,100	0.7880	232,611
5th	72,560,100	35,631,000	36,929,100	0.7880	291,001

**(1) Assumes 64 homes are built each year, for Years 1 through 4 and 65 homes are built in Year 5.
All homes are assumed to be valued at an average of \$225,000 per home.**

(2) Assumes homestead, supplemental homestead and mortgage deductions on all homes

(3) Assumes the final tax rate for 2019

TABLE 2

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Estimated Revenue Generated

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Net Assessed Value	\$ 7,631,100	\$ 14,927,100	\$ 22,223,100	\$ 29,519,100	\$ 36,929,100
Property Tax Revenue	60,133	117,626	175,118	232,611	291,001
Income Tax - COIT	-	24,053	47,050	70,047	93,044
Excise Tax/CVET	2,405	4,705	7,005	9,304	11,640
Circuit Breaker Reduction (1)	(13,964)	(27,314)	(40,665)	(54,015)	(67,574)
Motor Vehicle Highway	-	13,274	13,274	13,274	13,274
Local Roads & Streets	<u>-</u>	<u>5,554</u>	<u>5,554</u>	<u>5,554</u>	<u>5,554</u>
Total Revenue	<u>\$ 48,575</u>	<u>\$ 137,898</u>	<u>\$ 207,336</u>	<u>\$ 276,775</u>	<u>\$ 346,939</u>

(1) Estimated Circuit Breaker reduction based upon Pay 2019 tax rate and estimated build out

General Notes

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

TABLE 3

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Estimated Non-Capital Costs

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Police (1)	\$ 11,502	\$ 23,004	\$ 51,758	\$ 64,698	\$ 77,637
Fire (1)	55,594	62,544	121,613	145,935	175,123
Lighting (2)	-	-	-	-	-
Fire Hydrants (2)	-	-	-	-	-
Streets & Road Maint. (1)	2,500	5,000	10,000	20,000	40,000
Park (1)	6,080	7,296	8,755	10,506	12,607
<u>Admin. & General Dpts. (1)</u>					
Administrative	6,080	9,120	10,944	13,133	15,759
Community Dev. Planning	1,702	2,553	3,064	3,676	4,412
Building Dept.	413	619	743	891	1,069
Information Tech.	2,649	3,973	4,767	5,721	6,865
Clerk	979	1,469	1,762	2,115	2,538
Mayor	248	372	446	536	643
City Council	223	334	401	481	577
Street Dept	4,930	7,395	8,874	10,649	12,779
Total Non-Capital Costs	<u>\$ 92,899</u>	<u>\$ 123,677</u>	<u>\$ 223,127</u>	<u>\$ 278,340</u>	<u>\$ 350,008</u>

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

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

General Note

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

TABLE 4

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Estimated Capital Costs

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

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

General Note

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

TABLE 5

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Fiscal Plan Summary

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>	<u>Total</u>
Revenue	\$ 48,575	\$ 137,898	\$ 207,336	\$ 276,775	\$ 346,939	\$ 1,017,523
Non-Capital Costs	92,899	123,677	223,127	278,340	350,008	1,068,051
Capital Costs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net	<u>\$ (44,324)</u>	<u>\$ 14,221</u>	<u>\$ (15,791)</u>	<u>\$ (1,565)</u>	<u>\$ (3,069)</u>	<u>\$ (50,528)</u>
Percentage	<u>-91.2%</u>	<u>10.3%</u>	<u>-7.6%</u>	<u>-0.6%</u>	<u>-0.9%</u>	<u>-5.0%</u>

General Notes

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

CITY OF WESTFIELD, INDIANA

"Resolution No. 19-100"

EXHIBIT 4

Property Tax Impact & Circuit Breaker Report by Parcel

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-06-29-00-00-004.000**

<u>Homestead Portion</u>	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 128,800	\$ 128,800
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 3,296	\$ 2,767
Circuit Breaker Credit - (2% Cap)	720	191
Estimated Net Property Taxes Paid by Owner	\$ 2,576	\$ 2,576
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
Total Estimated Net Property Taxes Paid by Owner	\$ 2,576	\$ 2,576
Plus School Referendum (Combined Tax Rates .3655)	\$ 471	\$ 471
Total Estimated Net Property Taxes Paid by Owner	\$ 3,047	\$ 3,047

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-29-00-004.000

<u>Before Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 359	\$ 25	\$ 334
Washington Township	0.3855	17.95%	497	34	463
Westfield Library	0.0337	1.57%	43	3	40
Westfield School Corporation	1.4466	67.35%	1,864	129	1,735
Solid Waste District	0.0031	0.14%	4	-	4
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 2,767</u>	<u>\$ 191</u>	<u>\$ 2,576</u>
<u>After Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 359	\$ 79	\$ 280
Washington Township	0.0086	0.34%	11	2	9
Westfield Library	0.0337	1.32%	43	9	34
Westfield School Corporation	1.4466	56.53%	1,864	407	1,457
Solid Waste District	0.0031	0.12%	4	1	3
City of Westfield	0.7880	30.79%	1,015	222	793
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 3,296</u>	<u>\$ 720</u>	<u>\$ 2,576</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-06-29-00-00-003.101**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (2% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 8,400	\$ 8,400
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 215	\$ 180
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ 215	\$ 180
Total Estimated Net Property Taxes Paid by Owner	\$ 215	\$ 180
Plus School Referendum (Combined Tax Rates .3655)	\$ 31	\$ 31
Total Estimated Net Property Taxes Paid by Owner	\$ 246	\$ 211

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-29-00-00-003.101

<u>Before Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 23	\$ -	\$ 23
Washington Township	0.3855	17.95%	32	-	32
Westfield Library	0.0337	1.57%	3	-	3
Westfield School Corporation	1.4466	67.35%	122	-	122
Solid Waste District	0.0031	0.14%	-	-	-
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 180</u>	<u>\$ -</u>	<u>\$ 180</u>
<u>After Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 23	\$ -	\$ 23
Washington Township	0.0086	0.34%	1	-	1
Westfield Library	0.0337	1.32%	3	-	3
Westfield School Corporation	1.4466	56.53%	122	-	122
Solid Waste District	0.0031	0.12%	-	-	-
City of Westfield	0.7880	30.79%	66	-	66
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 215</u>	<u>\$ -</u>	<u>\$ 215</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change Parcel #08-06-29-00-00-003.001

	<u>Westfield Taxing District</u>	<u>Washington Twp. Taxing District</u>
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 30,800	\$ 30,800
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 788	\$ 662
Circuit Breaker Credit - (2% Cap)	172	46
Estimated Net Property Taxes Paid by Owner	<u>\$ 616</u>	<u>\$ 616</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 13,700	\$ 13,700
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 351	\$ 294
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ 351</u>	<u>\$ 294</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 967	\$ 910
Plus School Referendum (Combined Tax Rates .3655)	\$ 163	\$ 163
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 1,130</u>	<u>\$ 1,073</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-29-00-00-003.001

<u>Before Annexation</u>					
	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 124	\$ 6	\$ 118
Washington Township	0.3855	17.95%	172	8	164
Westfield Library	0.0337	1.57%	15	1	14
Westfield School Corporation	1.4466	67.35%	644	31	613
Solid Waste District	0.0031	0.14%	1	-	1
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 956</u>	<u>\$ 46</u>	<u>\$ 910</u>
<u>After Annexation</u>					
	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 124	\$ 19	\$ 105
Washington Township	0.0086	0.34%	4	1	3
Westfield Library	0.0337	1.32%	15	2	13
Westfield School Corporation	1.4466	56.53%	644	97	547
Solid Waste District	0.0031	0.12%	1	-	1
City of Westfield	0.7880	30.79%	351	53	298
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 1,139</u>	<u>\$ 172</u>	<u>\$ 967</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-06-29-00-00-003.000**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 28,500	\$ 28,500
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 729	\$ 612
Circuit Breaker Credit - (2% Cap)	159	42
Estimated Net Property Taxes Paid by Owner	\$ 570	\$ 570
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
Total Estimated Net Property Taxes Paid by Owner	\$ 570	\$ 570
Plus School Referendum (Combined Tax Rates .3655)	\$ 104	\$ 104
Total Estimated Net Property Taxes Paid by Owner	\$ 674	\$ 674

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-29-00-00-003.000

<u>Before Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 80	\$ 5	\$ 75
Washington Township	0.3855	17.95%	110	8	102
Westfield Library	0.0337	1.57%	10	1	9
Westfield School Corporation	1.4466	67.35%	411	28	383
Solid Waste District	0.0031	0.14%	1	-	1
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 612</u>	<u>\$ 42</u>	<u>\$ 570</u>
<u>After Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 80	\$ 17	\$ 63
Washington Township	0.0086	0.34%	2	1	1
Westfield Library	0.0337	1.32%	10	2	8
Westfield School Corporation	1.4466	56.53%	412	90	322
Solid Waste District	0.0031	0.12%	1	-	1
City of Westfield	0.7880	30.79%	224	49	175
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 729</u>	<u>\$ 159</u>	<u>\$ 570</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

**Total Annual Property Tax and Circuit Breaker Credit - Current and Estimated Change
Parcel #08-06-29-00-001.001**

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ -	\$ -
Homestead - Standard Deduction	-	-
Mortgage Deduction	-	-
Other Deductions	-	-
Homestead - Supplemental Deduction	-	-
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (1% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ -	\$ -
<u>Agricultural/Rental Portion</u>		
Net Assessed Value	\$ 123,700	\$ 123,700
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 3,166	\$ 2,657
Circuit Breaker Credit - (2% Cap)	692	183
Estimated Net Property Taxes Paid by Owner	\$ 2,474	\$ 2,474
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ 1,200	\$ 1,200
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 31	\$ 26
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	\$ 31	\$ 26
Total Estimated Net Property Taxes Paid by Owner	\$ 2,505	\$ 2,500
Plus School Referendum (Combined Tax Rates .3655)	\$ 457	\$ 457
Total Estimated Net Property Taxes Paid by Owner	\$ 2,962	\$ 2,956

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit-Parcel #08-06-29-00-00-001.001

<u>Before Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 349	\$ 24	\$ 325
Washington Township	0.3855	17.95%	482	33	449
Westfield Library	0.0337	1.57%	42	3	39
Westfield School Corporation	1.4466	67.35%	1,806	123	1,683
Solid Waste District	0.0031	0.14%	4	-	4
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 2,683</u>	<u>\$ 183</u>	<u>\$ 2,500</u>
<u>After Annexation</u>	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 349	\$ 75	\$ 274
Washington Township	0.0086	0.34%	11	2	9
Westfield Library	0.0337	1.32%	42	9	33
Westfield School Corporation	1.4466	56.53%	1,807	392	1,415
Solid Waste District	0.0031	0.12%	4	1	3
City of Westfield	0.7880	30.79%	984	213	771
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 3,197</u>	<u>\$ 692</u>	<u>\$ 2,505</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

Total Annual Property Tax and Circuit Breaker Credit - Parcel #08-06-29-00-00-001.001 FUTURE (All Current Parcels Combined)

	Westfield Taxing District	Washington Twp. Taxing District
<u>Homestead Portion</u>		
Gross Assessed Value	\$ 72,560,100	\$ 72,560,100
Homestead - Standard Deduction	14,445,000	14,445,000
Mortgage Deduction	963,000	963,000
Other Deductions	-	-
Homestead - Supplemental Deduction	20,223,000	20,223,000
Net Assessed Value	\$ 36,929,100	\$ 36,929,100
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ 945,053	\$ 793,237
Circuit Breaker Credit - (1% Cap)	219,452	67,636
Estimated Net Property Taxes Paid by Owner	<u>\$ 725,601</u>	<u>\$ 725,601</u>
<u>Agricultural Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (2% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
<u>Non-Homestead Portion</u>		
Net Assessed Value	\$ -	\$ -
Pay 2019 Tax Rate	\$ 2.5591	\$ 2.1480
Gross Taxes before Circuit Breaker	\$ -	\$ -
Circuit Breaker Credit - (3% Cap)	-	-
Estimated Net Property Taxes Paid by Owner	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Net Property Taxes Paid by Owner	\$ 725,601	\$ 725,601
Plus School Referendum (Combined Tax Rates .3655)	\$ 73,858	\$ 73,858
Total Estimated Net Property Taxes Paid by Owner	<u>\$ 799,459</u>	<u>\$ 799,459</u>

CITY OF WESTFIELD, INDIANA

Estimated Allocation of Annual Property Tax and Circuit Breaker Credit - Parcel #08-06-29-00-00-001.001 - Future

Before Annexation

	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	12.99%	\$ 103,069	\$ 8,788	\$ 94,281
Washington Township	0.3855	17.95%	142,362	12,139	130,223
Westfield Library	0.0337	1.57%	12,445	1,061	11,384
Westfield School Corporation	1.4466	67.35%	534,216	45,550	488,666
Solid Waste District	0.0031	0.14%	1,145	98	1,047
Total	<u>\$ 2.1480</u>	<u>100.00%</u>	<u>\$ 793,237</u>	<u>\$ 67,636</u>	<u>\$ 725,601</u>

After Annexation

	Pay 2019 Tax Rate	Percentage of Total Rate	Estimated Gross Property Tax	Estimated Circuit Breaker Credit	Estimated Net Property Tax
Hamilton County	\$ 0.2791	10.91%	\$ 103,069	\$ 23,934	\$ 79,135
Washington Township	0.0086	0.34%	3,176	737	2,439
Westfield Library	0.0337	1.32%	12,445	2,890	9,555
Westfield School Corporation	1.4466	56.53%	534,217	124,051	410,166
Solid Waste District	0.0031	0.12%	1,145	266	879
City of Westfield	0.7880	30.79%	291,001	67,574	223,427
Total	<u>\$ 2.5591</u>	<u>100.00%</u>	<u>\$ 945,053</u>	<u>\$ 219,452</u>	<u>\$ 725,601</u>

NOTE: The School Corporation tax rate does not include .3655 referendum tax rates that are exempt from Circuit Breaker.

CITY OF WESTFIELD, INDIANA

"Resolution No. 19-100"

EXHIBIT 5

Parcel Listing

CITY OF WESTFIELD, INDIANA

Parcel Listing

"Resolution No. 19-100"

Parcel ID	Owner	Parcel Address	1% Cap Property Assessed Value	2% Cap Property Assessed Value	3% Cap Property Assessed Value	Total Gross Assessed Value	Homestead Deduction	Supplemental Homestead Deduction	Mortgage Deduction	Net AV
08-06-29-00-00-004.000	Goins, Thomas E & Sherry	46062	\$ -	\$ 128,800	\$ -	\$ 128,800	\$ -	\$ -	\$ -	\$ 128,800
08-06-29-00-00-003.101	Goins, Thomas E & Sherry	46062	-		8,400	8,400	-	-	-	8,400
08-06-29-00-00-003.001	Goins, Thomas E	0 E 191st St Westfield, IN 46062	-	30,800	13,700	44,500	-	-	-	44,500
08-06-29-00-00-003.000	Goins, Thomas E	0 E 191st St Westfield, IN 46062	-	28,500	-	28,500	-	-	-	28,500
08-06-29-00-00-001.001	Goins, Thomas E	46074	-	123,700	1,200	124,900	-	-	-	124,900
			<u>\$ -</u>	<u>\$ 311,800</u>	<u>\$ 23,300</u>	<u>\$ 335,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 335,100</u>

NOTE: The Annexation Area was recently split from Parcel No. 08-05-22-00-00-017.000. As a result, this assessed valuation assumes a partial valuation of land (55%) for Parcel No. 08-05-22-00-00-017.000, as assessed on January 1, 2018.

CITY OF WESTFIELD, INDIANA

"Resolution No. 19-100"

EXHIBIT 6

Estimated Impact to Other Governmental Entities

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Calculation of Estimated District Tax Rate Impact

<u>District Tax Rate Impact - Year 1 of Annexation</u>	Washington Twp.	Westfield City
Estimated District Tax Rate (1)	\$ 2.5990	\$ 3.0240
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Estimated Tax Rate Change (2)	\$ -	\$ -
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.5990</u>	<u>\$ 3.0240</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 1	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 1	<u>0.00%</u>	<u>0.00%</u>
<u>District Tax Rate Impact - Year 5 of Annexation</u>		
Estimated District Tax Rate	\$ 2.5990	\$ 3.0240
<u>Estimated Increase/(Decrease) due to Annexation</u>		
Net Tax Rate Impact due to Annexation	\$ -	\$ -
Estimated District Tax Rate with Annexation	<u>\$ 2.5990</u>	<u>\$ 3.0240</u>
Estimated Tax Rate Increase/(Decrease) due to Annexation - Year 5	<u>\$ -</u>	<u>\$ -</u>
Estimated Percentage Increase/(Decrease) - Year 5	<u>0.00%</u>	<u>0.00%</u>

(1) Based upon certified Pay 2019 tax rates plus an estimated 3.4% statewide growth factor

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Estimated Tax Rate Impact by Political Subdivision

<u>Before Annexation</u>	Estimated Pay 2019 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2886	\$ 0.2886	\$ 0.2886	\$ 0.2886	\$ 0.2886
Washington Township	0.3986	0.3986	0.3986	0.3986	0.3986
Westfield Library	0.0348	0.0348	0.0348	0.0348	0.0348
Westfield School Corporation	1.8613	1.8613	1.8613	1.8613	1.8613
Solid Waste District	0.0032	0.0032	0.0032	0.0032	0.0032
City of Westfield	-	-	-	-	-
Total	<u>\$ 2.5865</u>	<u>\$ 2.5865</u>	<u>\$ 2.5865</u>	<u>\$ 2.5865</u>	<u>\$ 2.5865</u>
<u>After Annexation</u>	Estimated Pay 2019 Tax Rate	Estimated Year 1 Tax Rate	Estimated Year 2 Tax Rate	Estimated Year 3 Tax Rate	Estimated Year 4 Tax Rate
Hamilton County	\$ 0.2886	\$ 0.2886	\$ 0.2886	\$ 0.2886	\$ 0.2886
Washington Township	0.0089	0.0089	0.0089	0.0089	0.0089
Westfield Library	0.0348	0.0348	0.0348	0.0348	0.0348
Westfield School Corporation	1.8613	1.8613	1.8613	1.8613	1.8613
Solid Waste District	0.0032	0.0032	0.0032	0.0032	0.0032
City of Westfield	0.8148	0.8148	0.8148	0.8148	0.8148
Total	<u>\$ 3.0116</u>	<u>\$ 3.0116</u>	<u>\$ 3.0116</u>	<u>\$ 3.0116</u>	<u>\$ 3.0116</u>

NOTE

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Residential

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2021 Total Taxes (Year 1)</u>	<u>Estimated 2020 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 100,000.00	\$ 878.45	\$ 878.45	\$ -	0.00%
City of Westfield	100,000.00	1,000.00	1,000.00	-	0.00%

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

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

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2021 Total Taxes (Year 1)</u>	<u>Estimated 2020 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 161,000.00	\$ 3,220.00	\$ 3,220.00	\$ -	0.00%
City of Westfield	161,000.00	3,220.00	3,220.00	-	0.00%

NOTES

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

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Impact of Circuit Breaker by Property Class - Commercial

<u>Taxing District</u>	<u>Property Value</u>	<u>Estimated 2021 Total Taxes (Year 1)</u>	<u>Estimated 2020 Total Taxes</u>	<u>Dollar Increase/ (Decrease)</u>	<u>Percentage Increase/ (Decrease)</u>
Washington Township	\$ 500,000.00	\$ 12,994.80	\$ 12,994.80	\$ -	0.00%
City of Westfield	500,000.00	15,120.18	15,120.18	-	0.00%

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

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Summary of Estimated Impact on Auto Excise and Commercial Vehicle Taxes

Government Unit	Estimated 2019	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 3,701,703	\$ 3,701,348	\$ (355)	\$ 3,700,653	\$ (695)	\$ 3,699,618	\$ (1,034)	\$ 3,698,244	\$ (1,374)
Adams Township	21,026	21,024	(2)	21,020	(4)	21,014	(6)	21,007	(8)
Clay Township	379,701	379,664	(36)	379,593	(71)	379,487	(106)	379,346	(141)
Delaware Township	38,593	38,590	(4)	38,582	(7)	38,572	(11)	38,557	(14)
Fall Creek Township	37,148	37,145	(4)	37,138	(7)	37,127	(10)	37,114	(14)
Jackson Township	45,824	45,820	(4)	45,811	(9)	45,798	(13)	45,781	(17)
Noblesville Township	99,473	1,049	(10)	1,030	(19)	1,003	(28)	966	(37)
Washington Township	57,912	57,907	(6)	57,896	(11)	57,880	(16)	57,858	(21)
Wayne Township	19,568	19,566	(2)	19,562	(4)	19,557	(5)	19,549	(7)
White River Township	23,722	23,719	(2)	23,715	(4)	23,708	(7)	23,700	(9)
Carmel Civil City	3,545,888	1,531	(340)	865	(666)	(125)	(991)	(1,441)	(1,316)
Noblesville Civil City	1,767,924	1,767,754	(170)	1,767,423	(332)	1,766,929	(494)	1,766,272	(656)
Arcadia Civil Town	29,659	29,656	(3)	29,651	(6)	29,642	(8)	29,631	(11)
Atlanta Civil Town	9,309	3,461	(1)	3,459	(2)	3,457	(3)	3,453	(3)
Cicero Civil Town	96,345	96,335	(9)	96,317	(18)	96,290	(27)	96,255	(36)
Fishers Civil Town	1,941,248	1,941,061	(186)	1,940,697	(364)	1,940,155	(542)	1,939,434	(721)
Sheridan Civil Town	74,618	74,611	(7)	74,597	(14)	74,576	(21)	74,548	(28)
Westfield Civil Town	1,133,512	1,135,917	2,405	1,140,622	4,705	1,147,627	7,005	1,156,931	9,304
Carmel Schools	3,245,300	3,244,989	(311)	3,244,380	(609)	3,243,473	(907)	3,242,268	(1,205)
Hamilton Heights Schools	572,000	571,945	(55)	571,838	(107)	571,678	(160)	571,466	(212)
HSE Schools	3,339,814	3,339,494	(320)	3,338,867	(627)	3,337,933	(933)	3,336,694	(1,240)
Noblesville Schools	1,877,000	1,876,820	(180)	1,876,468	(352)	1,875,943	(524)	1,875,246	(697)
Sheridan Schools	293,886	293,858	(28)	293,803	(55)	293,721	(82)	293,611	(109)
Westfield Schools	1,835,115	1,834,939	(176)	1,834,594	(344)	1,834,082	(513)	1,833,401	(681)
Hamilton North Public Library	29,207	29,204	(3)	29,198	(5)	29,190	(8)	29,179	(11)
Carmel-Clay Public Library	359,581	397,420	(35)	397,353	(67)	397,253	(100)	397,119	(133)
Hamilton East Public Library	393,956	393,918	(38)	393,844	(74)	393,734	(110)	393,588	(146)
Sheridan Public Library	14,073	14,072	(1)	14,069	(3)	14,065	(4)	14,060	(5)
Westfield Public Library	42,782	42,778	(4)	42,770	(8)	42,758	(12)	42,742	(16)
Hamilton County Solid Waste	42,365	42,361	(4)	42,353	(8)	42,341	(12)	42,325	(16)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Summary of Estimated Impact on County Option Income Taxes

Government Unit	Certified 2019 Distribution	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 41,635,132	\$ 41,635,132	\$ -	\$ 41,628,733	\$ (6,399)	\$ 41,616,215	\$ (12,518)	\$ 41,597,579	\$ (18,636)
Adams Township	236,494	236,494	-	236,458	(36)	236,387	(71)	236,281	(106)
Clay Township	4,270,708	4,270,708	-	4,270,052	(656)	4,268,768	(1,284)	4,266,856	(1,912)
Delaware Township	434,081	434,081	-	434,014	(67)	433,884	(131)	433,689	(194)
Fall Creek Township	417,828	417,828	-	417,764	(64)	417,638	(126)	417,451	(187)
Jackson Township	515,408	515,408	-	515,329	(79)	515,174	(155)	514,943	(231)
Noblesville Township	1,118,825	1,118,825	-	1,118,653	(172)	1,118,317	(336)	1,117,816	(501)
Washington Township	651,372	651,372	-	651,272	(100)	651,076	(196)	650,784	(292)
Wayne Township	220,089	220,089	-	220,055	(34)	219,989	(66)	219,890	(99)
White River Township	266,811	266,811	-	266,770	(41)	266,690	(80)	266,570	(119)
Carmel Civil City	39,882,591	39,882,591	-	39,876,461	(6,130)	39,864,470	(11,991)	39,846,619	(17,852)
Noblesville Civil City	19,884,836	19,884,836	-	19,881,780	(3,056)	19,875,801	(5,978)	19,866,901	(8,901)
Arcadia Civil Town	333,593	333,593	-	333,542	(51)	333,441	(100)	333,292	(149)
Atlanta Civil Town	104,703	104,703	-	104,687	(16)	104,655	(31)	104,609	(47)
Cicero Civil Town	1,083,642	1,083,642	-	1,083,475	(167)	1,083,150	(326)	1,082,665	(485)
Fishers Civil Town	21,834,303	21,834,303	-	21,830,947	(3,356)	21,824,382	(6,565)	21,814,609	(9,773)
Sheridan Civil Town	839,268	839,268	-	839,139	(129)	838,887	(252)	838,511	(376)
Westfield Civil Town	12,749,245	12,749,245	-	12,773,298	24,053	12,820,349	47,050	12,890,396	70,047
Hamilton North Public Library	328,505	328,505	-	328,455	(50)	328,356	(99)	328,209	(147)
Carmel-Clay Public Library	4,044,406	4,044,406	-	4,043,784	(622)	4,042,568	(1,216)	4,040,758	(1,810)
Hamilton East Public Library	4,431,047	4,431,047	-	4,430,366	(681)	4,429,034	(1,332)	4,427,050	(1,983)
Sheridan Public Library	158,288	158,288	-	158,264	(24)	158,216	(48)	158,145	(71)
Westfield Public Library	481,196	481,196	-	481,122	(74)	480,977	(145)	480,762	(215)
Hamilton County Airport	94,886	94,886	-	94,871	(15)	94,843	(29)	94,800	(42)
Hamilton County Solid Waste	476,501	476,501	-	476,428	(73)	476,284	(143)	476,071	(213)

CITY OF WESTFIELD, INDIANA "RESOLUTION NO. 19-100"

Hamilton County, Indiana

Summary of Estimated Impact on Circuit Breaker Credits

Government Unit	Estimated 2019	Estimated 1st Year Annexation	\$ Change 1st Year Annexation	Estimated 2nd Year Annexation	\$ Change 2nd Year Annexation	Estimated 3rd Year Annexation	\$ Change 3rd Year Annexation	Estimated 4th Year Annexation	\$ Change 4th Year Annexation
Hamilton County	\$ 4,069,805	\$ 4,070,044	\$ 239	\$ 4,079,618	\$ 9,574	\$ 4,096,372	\$ 16,754	\$ 4,120,306	\$ 23,934
Adams Township	4,972	4,972	-	4,972	-	4,972	-	4,972	-
Clay Township	177,143	177,143	-	177,143	-	177,143	-	177,143	-
Delaware Township	7,051	7,051	-	7,051	-	7,051	-	7,051	-
Fall Creek Township	9,424	9,424	-	9,424	-	9,424	-	9,424	-
Jackson Township	3,860	3,860	-	3,860	-	3,860	-	3,860	-
Noblesville Township	25,588	25,588	-	25,588	-	25,588	-	25,588	-
Washington Township	89,239	89,313	74	89,608	295	90,124	516	90,861	737
Wayne Township	3,546	3,546	-	3,546	-	3,546	-	3,546	-
White River Township	111	111	-	111	-	111	-	111	-
Carmel Civil City	2,060,070	2,060,070	-	2,060,070	-	2,060,070	-	2,060,070	-
Noblesville Civil City	3,635,554	3,635,554	-	3,635,554	-	3,635,554	-	3,635,554	-
Arcadia Civil Town	43,060	43,060	-	43,060	-	43,060	-	43,060	-
Atlanta Civil Town	8,980	8,980	-	8,980	-	8,980	-	8,980	-
Cicero Civil Town	107,804	107,804	-	107,804	-	107,804	-	107,804	-
Fishers Civil Town	1,741,898	1,741,898	-	1,741,898	-	1,741,898	-	1,741,898	-
Sheridan Civil Town	182,603	182,603	-	182,603	-	182,603	-	182,603	-
Westfield Civil Town	4,247,077	4,261,041	13,964	4,288,355	27,314	4,329,019	40,665	4,396,593	67,574
Carmel Schools	1,588,476	1,588,476	-	1,588,476	-	1,588,476	-	1,588,476	-
Hamilton Heights Schools	211,297	211,297	-	211,297	-	211,297	-	211,297	-
HSE Schools	2,764,606	2,764,606	-	2,764,606	-	2,764,606	-	2,764,606	-
Noblesville Schools	2,794,095	2,794,095	-	2,794,095	-	2,794,095	-	2,794,095	-
Sheridan Schools	133,856	133,856	-	133,856	-	133,856	-	133,856	-
Westfield Schools	7,999,890	8,012,295	12,405	8,061,916	49,621	8,148,752	86,836	8,272,803	124,051
Hamilton North Public Library	17,368	17,368	-	17,368	-	17,368	-	17,368	-
Carmel-Clay Public Library	193,669	193,669	-	193,669	-	193,669	-	193,669	-
Hamilton East Public Library	380,361	380,361	-	380,361	-	380,361	-	380,361	-
Sheridan Public Library	10,564	10,564	-	10,564	-	10,564	-	10,564	-
Westfield Public Library	201,331	201,620	289	202,776	1,156	204,799	2,023	207,689	2,890
Hamilton County Solid Waste	46,281	46,308	27	46,414	106	46,600	186	46,866	266

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

Annexation Area

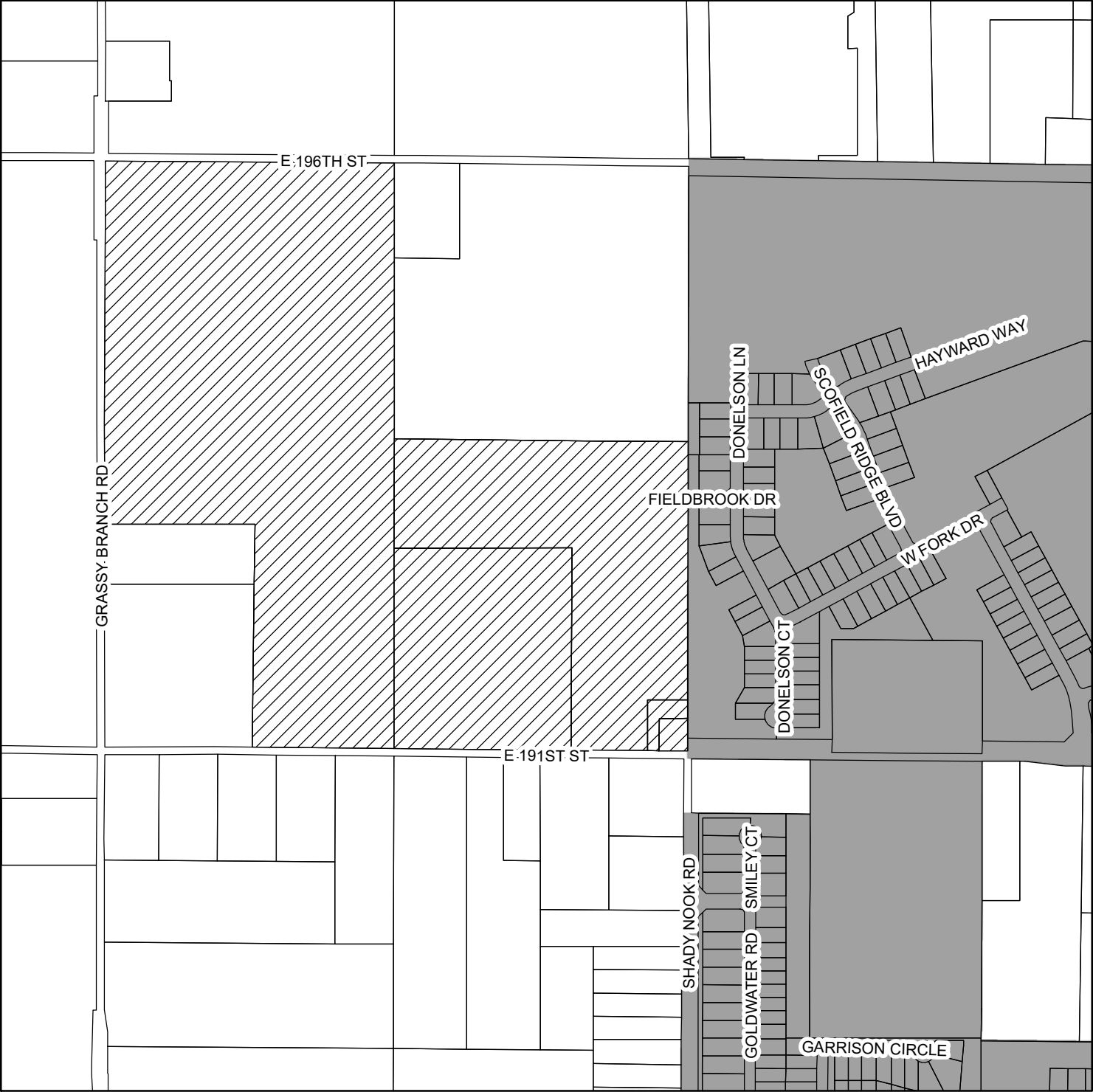
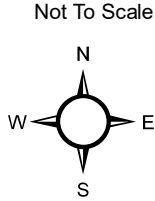


EXHIBIT LEGEND

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



ORDINANCE NUMBER 18-51

Chatham Hills PUD District Amendment V

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

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

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

WHEREAS, the Council enacted Ordinance 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 (collectively, the "Chatham Hills Planned Unit Development");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 1812-PUD-31), 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") and graphically depicted in the Exhibit B attached hereto (the "Concept Plan");

WHEREAS, the Commission forwarded Petition No. 1812-PUD-31 to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation (9-0) 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 January 25, 2019;

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

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

Section 1. **Applicability of Ordinance**

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to incorporate the real estate described in **Exhibit A** and depicted in **Exhibit B** 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, (ii) the Chatham Hills Planned Unit Development; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the 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.
- 2.2 The illustrative exhibits attached hereto and incorporated by reference as **Exhibit C**. The exhibits are a compilation of images designed to capture the intended quality of structures to be constructed in the added Real Estate. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are permitted to be constructed and that contribute to the Real Estate’s intent and vision. 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.

Section 3. **Annexation**

- 3.1 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. Prior to annexation, Parcel 1, as described in **Exhibit A**, shall be split to provide contiguity to the City’s corporate boundary of at least one-eighth (1/8) of the aggregate external boundary of the newly-created Parcel 1A, which will have no public rights-of-way frontage, as described in **Exhibit A**. Following

the split, Parcel 1A as well as the remaining parcels, Parcel 1B, 2, 3 and 4, as described in **Exhibit A**, shall be successively annexed in accordance with all local and state procedures.

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ALL OF WHICH IS ORDAINED/RESOLVED THIS 11TH DAY OF FEBRUARY, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 18-51** was delivered to the Mayor of Westfield
on the _____ day of February, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 18-51**
this _____ day of February, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 18-51**
this _____ day of February, 2019.

J. Andrew Cook, Mayor

This document prepared by: Phil A. Sundling, P.E.
Henke Development Group, LLC
20298 Tomlinson Road
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



Westfield City Council Report

Ordinance Number:	18-51
APC Petition Number:	1812-PUD-31
Petitioner:	Chatham Hills, LLP (the "Petitioner")
Representative:	Phil Sundling, Henke Development
Requested Action:	A change of zoning of 68.18 acres+/- from the AG-SF1: Agriculture / Single-Family Rural District to the Chatham Hills Planned Unit Development (PUD) District.
Current Zoning:	AG-SF1: Agriculture / Single-Family Rural District
Current Land Use:	Residential / Agricultural
Exhibits:	1. Department Report 2. Location Map 3. Concept Plan 4. Proposed Ord. 18-51 5. Neighborhood Meeting Summary 6. Petitioner's Update 7. Public Comment 8. APC Certification
Prepared by:	Pam Howard, Senior Planner

PETITION HISTORY

This petition was introduced at November 12, 2018, City Council meeting. The public hearing for this petition was held at the December 17, 2018, Advisory Plan Commission (the "APC") meeting.

PROJECT OVERVIEW

Description: The Petitioner is requesting a change of zoning of 68.18 acres+/- from the AG-SF1 District the Chatham Hills Planned Unit Development (PUD) District, established pursuant to the Chatham Hills Planned Unit Development (PUD) District Ordinance (Ord. 13-24, adopted January 13, 2014), as amended (the "PUD District").

Project Location: The real estate being added to the PUD District is generally northeast of the 199th Street and Horton Road intersection (see **Exhibit 2**).

Ordinance: The proposed ordinance (see **Exhibit 3**) incorporates the real estate into the PUD District and assigns the standards of the PUD District's "District 1: Residential District". The additional real estate and

proposed ordinance does not otherwise increase the permitted density set forth by the PUD District. Additionally, the proposed ordinance includes standards for subdividing a portion of the real estate for annexation purposes. These standards include permitting a secondary plat prior to annexation and also permitting one of the newly created lots to have no road frontage.

CHANGES SINCE THE PUBLIC HEARING

The petitioner has met with neighboring property owners to discuss their concerns regarding drainage, buffering, and traffic impact on 199th Street. It is anticipated that the petitioner will provide a summary those conversations, which will be included as **Exhibit 6**. No changes have been incorporated into the proposed ordinance; however, the petitioner is working with the Public Works department on an agreement to dedicate additional right of way to accommodate a future curve-correction on 199th Street.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as “New Suburban.” The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions; however, as proposed, Chatham Hills is consistent with the goals and objectives of the Comprehensive Plan as generally summarized below.

The development policies for “New Suburban” include: (i) design developments such that backyards are not adjacent to collector or arterial streets unless uniform attractive screening is provided; (ii) prevent monotony of design and color that applies to the collective impact of an entire development; (iii) encourage compatible and high quality “life span” housing; (iv) ensure proper land use transitions between dissimilar types of residential development; (v) ensure appropriate transitions of businesses located along US31 and SR38 and from adjoining large subdivisions; (vi) preserve existing older structures where possible; (vii) promote flexible design that maximizes open space preservation by regulating density rather than lot size; (viii) encourage development of bicycle and pedestrian facilities; (ix) encourage attractive streetscapes that minimizes front-loading garages, provides garage setbacks from front facades of homes, and minimizes design and material repetition; and (x) locate roadways and house lots to respect natural features and to maximize exposure of lots to open space.

The development policies for “residential design standards” include: (i) encourage neighborhoods that do not have the appearance of “production” housing; (ii) evaluate new residential development on the basis of overall density and the relationship that density to effective and usable open space preservation, rather than on lot sizes; and (iii) encourage variety and diversity in housing while maintaining a distinct style or character and avoiding the appearance of “cookie cutter” subdivisions.

The development policies for “open space and recreation” include: (i) design open space to form an interconnected network, with provisions or linkages to existing or potential open space; (ii) maintain and preserve stream corridors, woodlands, hedge rows, or other valuable natural and historic resources; (iii) provide parks and recreational facilities in new development to accommodate the needs of the community as it grows; and (iv) recognize that in addition to the amount of open space, that the location and configuration of open space is of importance and should not be an afterthought based on a determination of unusable land.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the June 4, 2018, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the November 12, 2018, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its January 22, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed) (see **Exhibit 12**).

City Council

Introduction:	November 12, 2018
Eligible for Adoption:	February 11, 2019
Submitted by:	Pam Howard, Senior Planner Economic and Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, December 17, 2018, 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.	1812-PUD-31
Ordinance No.	18-51
Petitioner	Chatham Hills, LLP
Description	A change of zoning of 68.18 acres+/- from the AG-SF1: Agriculture / Single-Family Rural District to the Chatham Hills Planned Unit Development (PUD) District.

On January 22, 2019, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 9 in favor, 0 opposed).

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

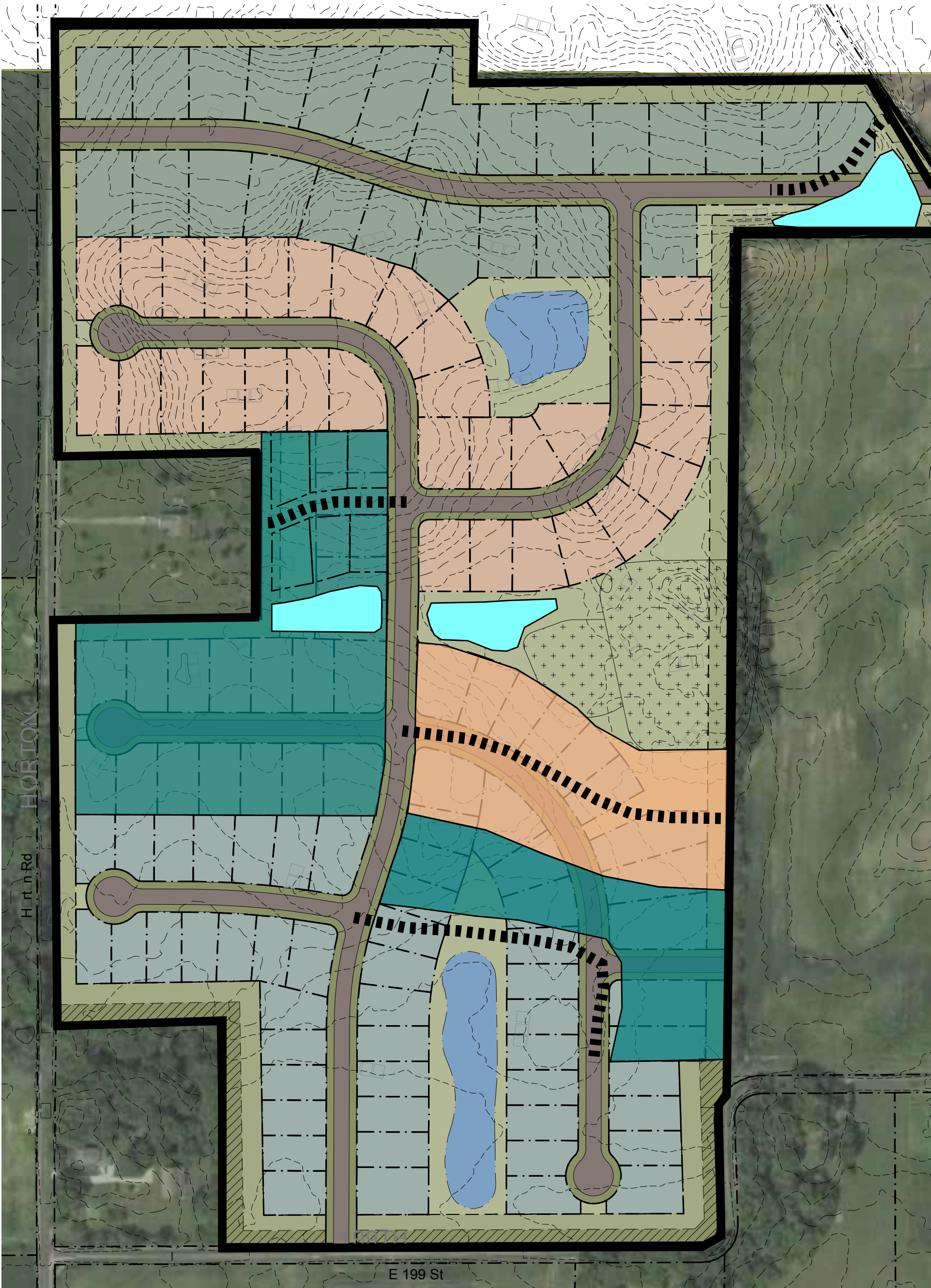


Matthew S. Skelton, Secretary

January 25, 2019

Date

Preliminary Conceptual Layout

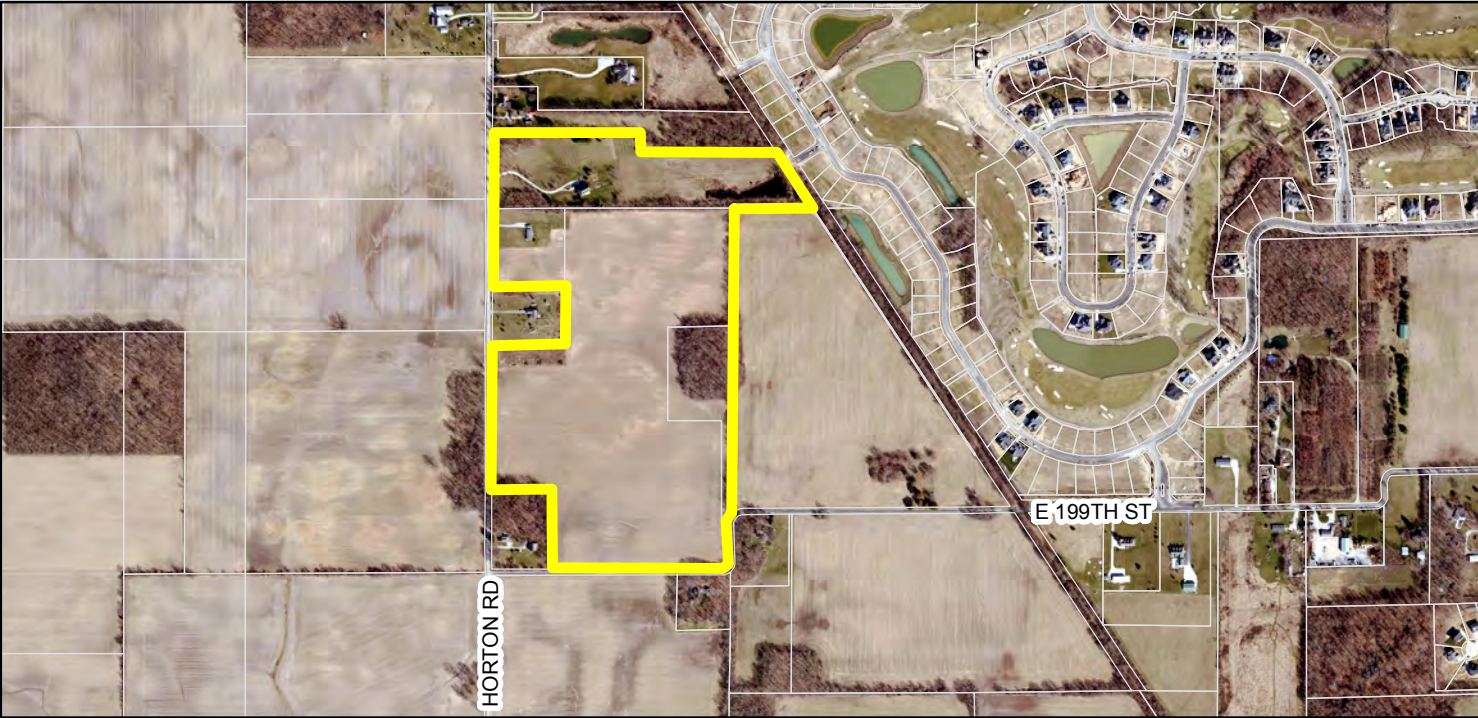




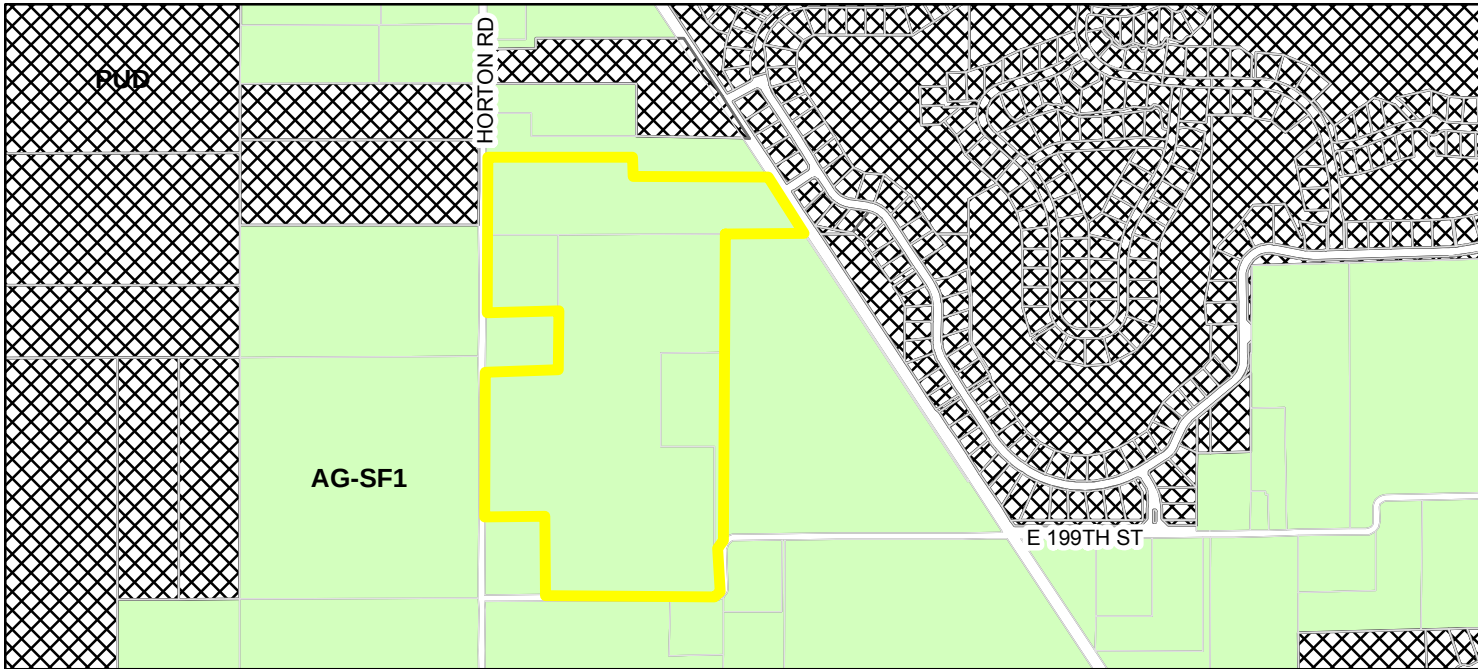
Property Location Map
Chatham Hills, Section 6
Planned Unit Development
1812-PUD-31



Aerial Location Map



Zoning Map



Parcel

Zoning

AG-SF1 (Agriculture - Single Family - 1)

PUD (Planned Unit Development)

Zoning - All

COMMITMENTS CONCERNING USE AND DEVELOPMENT OF REAL ESTATE

Document Cross Reference Instrument Nos. _____ and _____.

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

WHEREAS, the Developer filed a petition under Docket Number 1812-PUD-31 with the Plan Commission and City Council to amend the Chatham Hills Planned Unit Development Ordinance (the “Chatham Hills PUD”) and rezone the property described in Exhibit A which is attached hereto and incorporated herein by reference (the “Real Estate”) from AG-SF1: Agriculture / Single Family Rural District to the Chatham Hills PUD (the “PUD Amendment”);

WHEREAS, the Developer is requesting the Council to consider approval of the PUD Amendment subject to the following commitment (“Commitment”);

NOW THEREFORE, the Developer makes the following Commitment to the City regarding the use and development of the Real Estate:

Section 1. **Commitment.** The Developer shall, at the time of secondary platting, dedicate the necessary right-of-way to accommodate a future curve-correction improvement project to be constructed by the City. This dedication shall accommodate a 25 mph design speed for horizontal curvature, as generally depicted in Exhibit B. If the City elects to proceed with alternate thoroughfare routing, this dedication shall be reverted back to the Developer in accordance with all local and state procedures.

Section 2. **Definitions.**

1. City. The City of Westfield, Hamilton County, Indiana, its various boards, commissions and officers
2. Department. The Economic and Community Development Department of the City of Westfield.
3. Developer. Chatham Hills, LLP.

Section 3. **Modification of Commitments.** This Commitment shall continue in effect until modified or terminated. This Commitment shall only be modified or terminated by the City Council in accordance with the Section 10.6 (F) of the UDO.

Section 4. **Effective Date.** This Commitment shall be effective upon the Council’s approval of the PUD Amendment.

Section 5. Recording. This Commitment shall be recorded with the Office of the Recorder of Hamilton County, Indiana by the Developer within thirty (30) days of the Council's approval of the PUD Amendment. Within fifteen (15) days after the recording of This Commitment, the Developer shall provide to the Department a recorded copy of This Commitment.

Section 6. Enforcement. This Commitment may be enforced by the City.

Section 7. Binding on Successors. This Commitment are binding upon (i) each owner of the Real Estate and (ii) upon each owner's successors, assigns and grantees with respect to the portion of the Real Estate owned by such successor, assign and grantee and during such successor's, assign's and grantee's ownership, unless modified or terminated by the Council pursuant to the requirements herein. Notwithstanding the provisions of this Section 7, This Commitment shall terminate as to any part or parts of the Real Estate for which the zoning district or classification is later changed after the Effective Date.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Chatham Hills, LLP
has caused This Commitment to be executed as of the dates identified below.

“Developer”
Chatham Hills, LLP

By: _____

Name: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____ (name), as _____ (title) of Chatham Hills, LLP, who acknowledged the execution and the foregoing Commitments Concerning Use and Development of Real Estate this ____ day of _____, 2019 for and on behalf of said entity.

My Commission Expires: _____
_____ Notary Public

Residing in _____
County of _____ Printed Name _____

This instrument prepared by Pamela L. Howard, City of Westfield, 2728 E. 171st Street, Westfield, IN 46074.

I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Pamela L. Howard.

Exhibit A

(LEGAL DESCRIPTION)

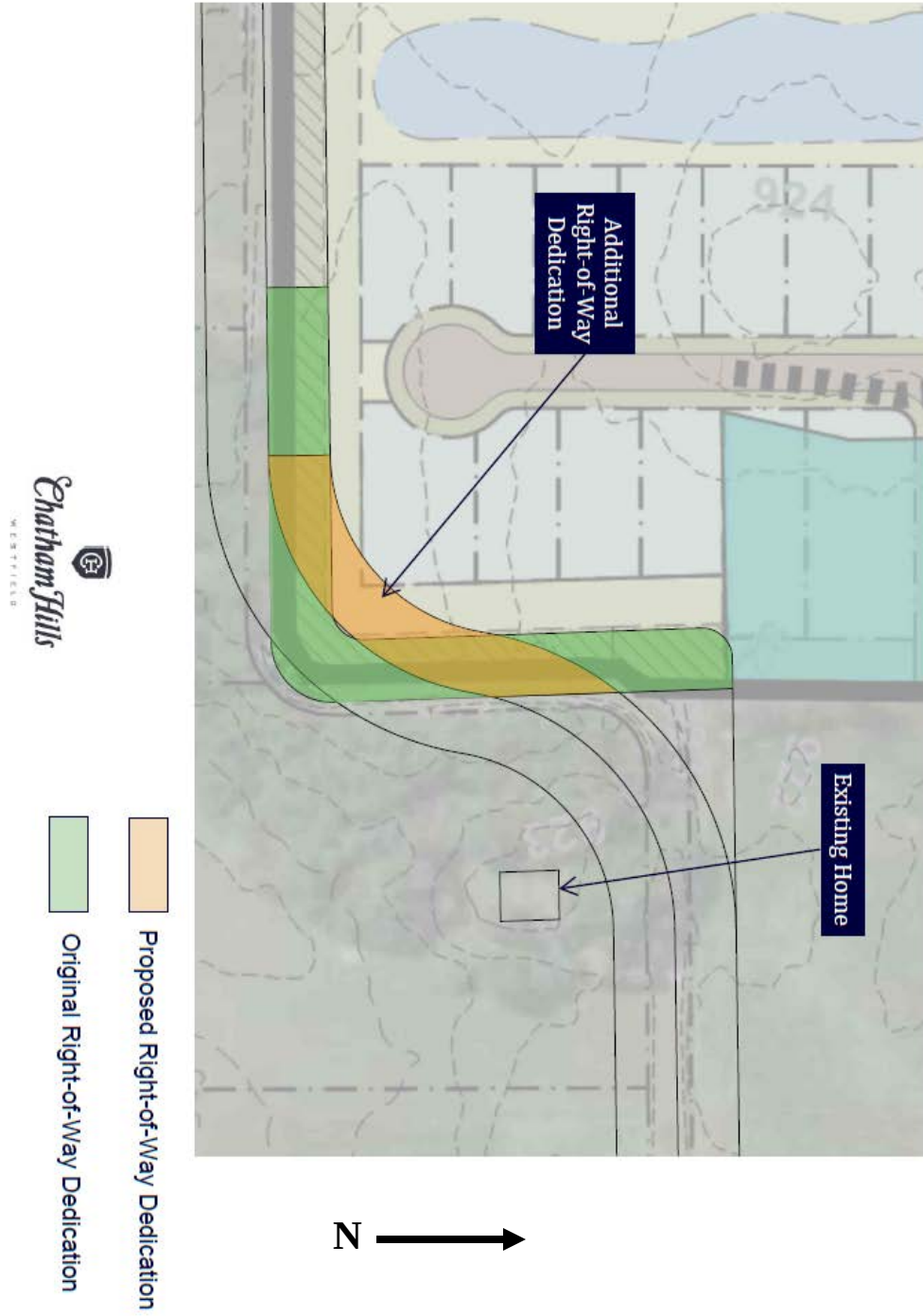
A PART OF THE EAST HALF OF THE NORTHWEST, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER ALL IN SECTION 23, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FROM A HARRISON MONUMENT FOUND AND MARKING THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 40 SECONDS EAST (STATE PLANE BEARING MEASURED ON THIS SURVEY) 1,326.11 FEET (MEASURED) 1,326.41 FEET (RECORD) TO A HARRISON MONUMENT FOUND MARKING THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 58 SECONDS WEST 1,559.71 FEET (MEASURED AND RECORD) TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 53 MINUTES 24 SECONDS EAST 822.61 FEET, SAID POINT BEING 0.27 FEET SOUTH AND 0.43 FEET WEST OF A 1/2" REBAR FOUND; THENCE SOUTH 01 DEGREES 39 MINUTES 25 SECONDS WEST 105.02 FEET; SAID POINT BEING 0.32 FEET SOUTH AND 0.12 FEET WEST OF A 1/2" REBAR FOUND; THENCE SOUTH 89 DEGREES 47 MINUTES 22 SECONDS EAST 745.63 FEET AND CROSSING INTO THE SAID WEST HALF OF THE NORTHEAST QUARTER, TO THE WEST LINE OF MONON TRAIL PHASE #7 AS RECORDED IN INSTRUMENT # 201601266, SAID POINT BEING 0.48 FEET SOUTH AND 0.19 FEET EAST OF A 1/2" REBAR FOUND; THENCE SOUTH 33 DEGREES 25 MINUTES 47 SECONDS EAST ON AND ALONG THE WEST LINE OF SAID TRAIL 363.57 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 17 SECONDS WEST 439.52 FEET TO THE EAST LINE OF THE SAID WEST HALF OF THE NORTHWEST QUARTER, SAID POINT BEING 0.34 FEET SOUTH AND 0.23 FEET EAST OF A REBAR AND CAP FOUND (CAP NOT LEGIBLE); THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ON AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 658.38 FEET TO A STONE FOUND MARKING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 59 SECONDS WEST 1,322.94 FEET TO A MILLER REBAR AND CAP MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 16 SECONDS WEST ON AND ALONG THE SOUTH LINE 1,000.30 FEET (RECORD AND MEASURED) TO THE SOUTHEAST CORNER OF WARRANTY DEED INSTRUMENT # 9213960; THENCE NORTH 00 DEGREES 17 MINUTES 03 SECONDS WEST 442.31 FEET (MEASURED) 442.33 (DEED), SAID POINT BEING 0.15 FEET SOUTH OF A MILLER REBAR AND CAP FOUND; THENCE SOUTH 89 DEGREES 35 MINUTES 49 SECONDS WEST 323.02 FEET (MEASURED) 323.15 FEET (RECORD) TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 06 MINUTES 27 SECONDS EAST 805.49 FEET TO THE SOUTHWEST CORNER OF INSTRUMENT

2014041857, SAID POINT BEING SOUTH 00 DEGREES 06 MINUTES 27 SECONDS WEST 74.36 (RECORD AND MEASURED) FROM A HARRISON MONUMENT FOUND MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 34 SECONDS EAST 417.35 FEET (RECORD AND MEASURED), SAID POINT BEING 0.3 FEET SOUTH AND 0.22 FEET EAST OF A 5/8" REBAR FOUND; THENCE NORTH 00 DEGREES 09 MINUTES 14 SECONDS EAST 313.08 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 30 SECONDS WEST 417.43 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION, SAID POINT BEING NORTH 0 DEGREES 58 MINUTES 58 SECONDS EAST 238.61 FEET (RECORD AND MEASURED) FROM SAID HARRISON MONUMENT; THENCE NORTH 00 DEGREES 08 MINUTES 58 SECONDS EAST ON AND ALONG SAID WEST LINE 841.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 67.87 ACRES MORE OR LESS.

Exhibit B

(199th Street Dedication)



Pamela Howard

From: Mark Jennings <mjennings@integrityedm.com>
Sent: Tuesday, January 22, 2019 11:20 AM
To: Pamela Howard
Subject: FW: Chatham Hills section 6 PUD; 1812-PUD-31

Pamela,

Please consider this email chain an addition to the subject PUD amendment V, slated for review this evening by APC.

We will attend tonite, and hope to get a quick resolution to the 199th st repair/redesign, per our concerns listed below. Note I have received no reply from Hamilton County.

Thank you,

Mark and Barbara Jennings
145 E 199th st
Westfield In 46074

From: Mark Jennings
Sent: Friday, January 11, 2019 9:09 AM
To: 'David.Lucas@hamiltoncounty.in.gov'; 'chris.burt@hamiltoncounty.in.gov'
Cc: barbara@cvarandframe.com; jennings.mark.c@gmail.com
Subject: FW: Chatham Hills section 6 PUD; 1812-PUD-31

Chris and David,

I got your email address from the Hamilton county website, and wanted to touch base with you on future redesign of 199th st in Westfield between Horton Rd and Tomlinson rd.

Please read below and you will see our concerns about a repair/redesign of 199th st.

Our present dilemma is that due to having two separate parties responsible for 199th st, there is apparently no agreed plan for a very soon to be required rebuild or redesign of this road. The Chatham Hills development will soon be expanding, traffic flow will increase significantly very soon, and there appears to be no discussion of the effect of this development.

Heres my question:

Does Hamilton County currently have any pending discussions or plans in conjunction with the City of Westfield about how to handle increased traffic on 199th st between Horton and Tomlinson roads?

If yes, can you describe any of these plans to us?

Thank you for your help!!

Mark and Barbara Jennings
145 E 199th st
Westfield In 46074

Mark cell (317) 695-1949
Barbara cell (317) 513-0310

From: Jeremy Lollar [<mailto:jlollar@westfield.in.gov>]
Sent: Monday, January 07, 2019 8:35 AM
To: Mark Jennings
Cc: barbara@cvarandframe.com; jennings.mark.c@gmail.com
Subject: RE: Chatham Hills section 6 PUD; 1812-PUD-31

EXTERNAL EMAIL

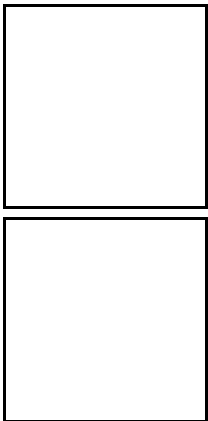
Mark,

Thank you for reaching out and I was present at APC when everyone voiced concerns about the curves on 199th. As Dustin stated, the ownership of the 199th is shared and the City doesn't own or maintain the curved sections. This concern has been a topic of conversation with the Hamilton County Highway Department, on several occasions, but there has been no specific plans determined. We will continue working to address this issue with the County.

Jeremy

Jeremy Lollar | Director of Public Works

Public Works | 2728 East 171st Street | Westfield, IN 46074
jlollar@westfield.in.gov | 317-804-3195



From: Mark Jennings <mjennings@integrityedm.com>
Sent: Monday, January 7, 2019 7:45 AM
To: Jeremy Lollar <jlollar@westfield.in.gov>
Cc: barbara@cvarandframe.com; jennings.mark.c@gmail.com
Subject: FW: Chatham Hills section 6 PUD; 1812-PUD-31

Jeremy,

Please read our concerns below as to a future re-design of 199th st between Hortonville rd and Tomlinson rd.

We are concerned about the city's plan to deal with significant increase in traffic flow and the effect on bordering properties such as our own at 145 E 199th st.

Can you provide any insight as to the future redesign of 199th st?

Thank you!

Mark and Barbara Jennings
145 E 199th st
Westfield IN 46074

Mark cell (317) 695-1949
Barbara cell (317) 513-0310

From: Dustin Shoe [<mailto:dshoe@westfield.in.gov>]
Sent: Friday, January 04, 2019 3:26 PM
To: Mark Jennings; Pamela Howard; Jeremy Lollar
Cc: barbara@cvarandframe.com; jennings.mark.c@gmail.com
Subject: RE: Chatham Hills section 6 PUD; 1812-PUD-31

EXTERNAL EMAIL

Mark

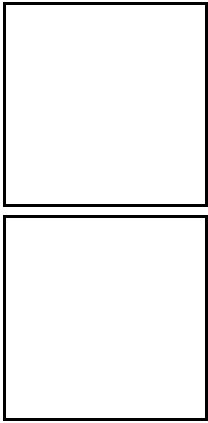
Thanks for reaching out. 199th Street is a little complicated as Westfield and Hamilton County both own sections of the roadway. We have been in talks with them for a while regarding this road. We have not yet gotten into the details in terms of design and layout.

- I cannot currently give any kind of acknowledgement as to the re-design of the S-curve and location of future 199th Street. However, the Director of Public Works, Jeremy Lollar, may have further insight as he deals with the developers and county more often than I do. I can tell you that we carefully evaluate each road project when determining the layout and right of way limits in regards to the impact of the surrounding properties.
- It is actually more advantageous to have neighborhood entrances connect to different thoroughfare roads for emergency situations. I am not for sure if this is a requirement per any of our ordinances, but it is most ideal from a safety perspective. For that reasoning alone, I would not recommend trying to relocate the entrance off of 199th.
- Whatever the design comes out to be, I am sure that this will be a full reconstruction project as the subgrade out there is not in good shape.

Thanks

Dustin Shoe | Senior Project Manager

Public Works | 2706 East 171st Street | Westfield, IN 46074
dshoe@westfield.in.gov | 317-450-6765



From: Mark Jennings <mjennings@integrityedm.com>

Sent: Friday, January 4, 2019 10:53 AM

To: Dustin Shoe <dshoe@westfield.in.gov>; Pamela Howard <phoward@westfield.in.gov>

Cc: barbara@cvartandframe.com; jennings.mark.c@gmail.com

Subject: Chatham Hills section 6 PUD; 1812-PUD-31

Dustin,

I was given your name as a contact for any questions about future planning for roadwork on 199th st between Horton Rd and Tomlinson rd.

We attended the most recent city planning meeting regarding the expansion of the Chatham Hills PUD to the west bordered by Horton Rd. and 199th st. We raised several questions about the city's plans to deal with increased traffic along 199th st and want to get some input from you about the city's plans. The approval has been pushed out to the next meeting due to our concerns.

As you are certainly aware, 199th street is quite narrow, and has two tight S-turns which restrict both speed and volume of traffic on 199th st. There will be pressure to increase traffic flow in the future as development continues. Currently the road is in bad shape due to the heavy equipment caused by Chatham construction.

Here are our concerns which I hope you can address:

- There will be pressure to widen 199th street. The residents at 145 and 219 199th street do not wish to have the road widened to the south. Currently there are two wooded lots by the S-curve, and we want assurance that 199th street will not be extended to the south of its current boundary on this west S-curve location. There is only farmland to the north in this area, and street planning should acknowledge that extending the road to the north only would be acceptable. Can you confirm that Westfield will not widen 199th to the south in this area?
- The Chatham expansion includes an exit road onto 199th st just to the east of the property 19903 Horton Rd. Is it possible to have this exit removed or rebuilt onto a 2nd exit on Horton Rd or elsewhere?
- Please share with us any other future considerations/repairs/redesign which the city intends to pursue regarding 199th st

Thank you for your input!

Mark and Barbara Jennings
145 E 199th st
Westfield In 46074

Mark cell (317) 695-1949
Barbara cell (317) 513-0310

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

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For more information please visit <http://www.symanteccloud.com>

ORDINANCE NUMBER 19-03

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

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

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

WHEREAS, the Common Council (the "Council") enacted Ordinance No. 14-22, The Junction Planned Unit Development District on July 14, 2014; and amended by (i) Ordinance 15-41, enacted by the Council on December 14, 2015; and (ii) Ordinance 18-12, enacted by the Council on April 23, 2018 (collectively, the "Junction PUD Ordinance");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 1902-PUD-02**), 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. 1902-PUD-02** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **favorable** recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 5, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Junction PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) The Junction PUD Ordinance; and (iii)

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

- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of (i) The Junction PUD Ordinance or (ii) 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. Site Concept Design Plan (the “Concept Plan”).

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

Section 4. Permitted Uses.

- 4.1 **Permitted Uses:** The following additional use shall be permitted under the condition that such use shall be conducted in substantial compliance with the information included in **Exhibit C** – Conditions of Use:
 - A. Heliport accessory to a Hospital

Section 5. Development and Design Standards. The following standards shall apply to a “Heliport accessory to a Hospital” (“Heliport”):

- A. In accordance with the flight paths and corresponding maximum structure heights under the flight paths, as depicted in **Exhibit D** – Development Area Impact, all projected flight paths shall not impede the height and development of structures on adjacent or nearby properties.
- B. Every effort shall be made to ensure that all lighting associated with the Heliport that is installed on a structure on the Real Estate will not be visible from the ground: and,
- C. Any required landscaping that falls within an obstruction-free zone of the Heliport shall be relocated on the Real Estate in a manner and location that as closely fulfills the intended purpose of that specific landscaping as practicable.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 19-03** was delivered to the Mayor of Westfield

on the _____ day of _____, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 19-03**

this _____ day of _____, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 19-03**

this _____ day of _____, 2019.

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: Kevin M. Todd.

This document prepared by: Kevin M. Todd, Senior Planner; City of Westfield;
2728 E. 171st Street; Westfield, IN 46074; 317.804.3170.

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Conditions of Use
Exhibit D	Development Area Impact

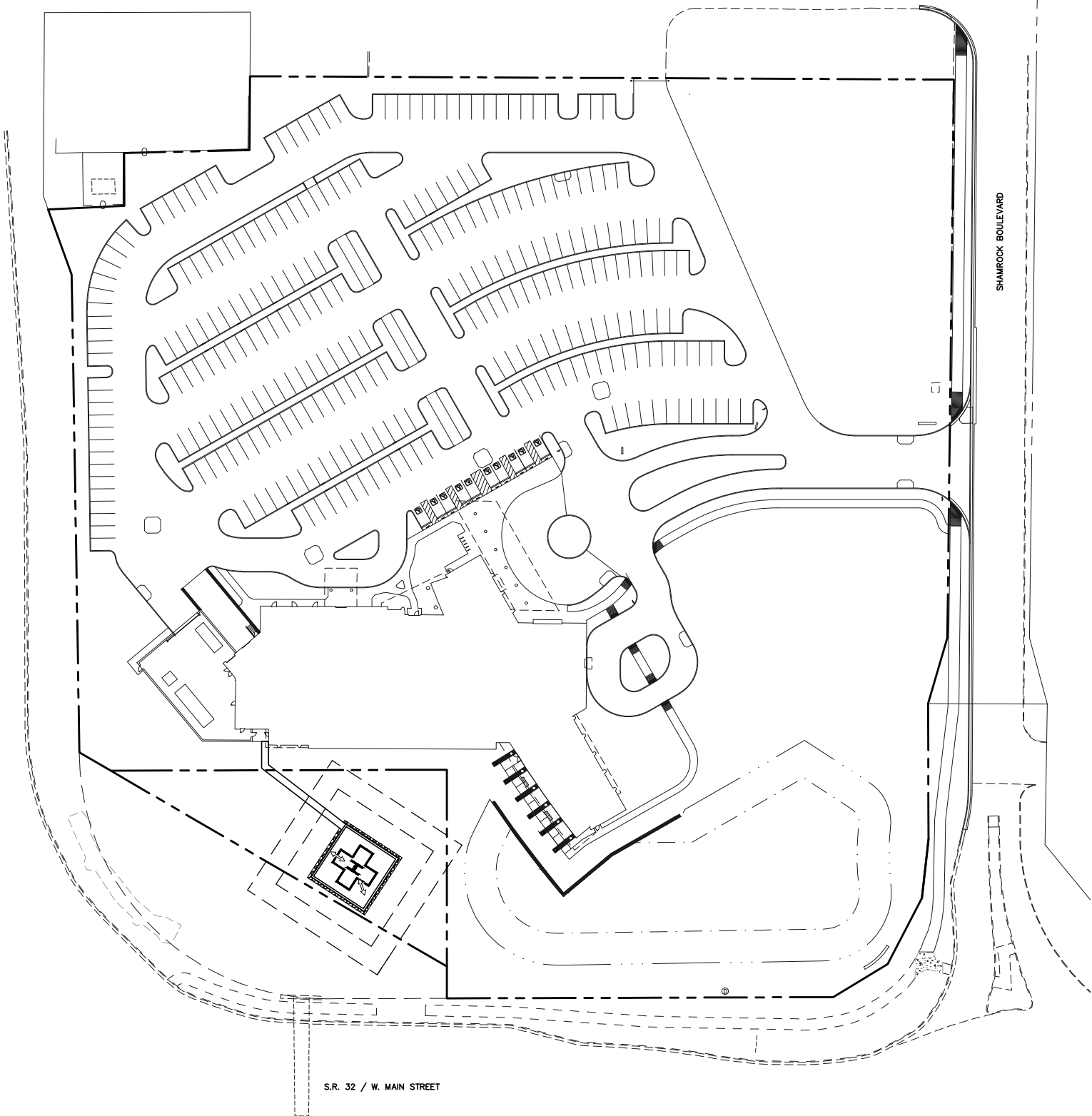
EXHIBIT A
REAL ESTATE

LOT 1 IN GATEWAY NORTHEAST QUADRANT, AN ADDITION TO THE CITY OF WESTFIELD, INDIANA, AS PER PLAT THEREOF, RECORDED AUGUST 5, 2016 AS INSTRUMENT NO. 2016038710, PLAT 5, SLIDE 529, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 49 MINUTES 31 SECONDS WEST 1,783.20 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0 DEGREES 10 MINUTES 30 SECONDS WEST 59.35 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 59 DEGREES 46 MINUTES 33 SECONDS WEST 283.89 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 31 SECONDS EAST 244.86 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 30 SECONDS EAST 143.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.404 ACRE, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN



S.R. 32 / W. MAIN STREET

SHAMROCK BOULEVARD

0' 100'
SCALE: 1" = 100'
January 9, 2019



Site Exhibit

Riverview Hospital Helipoint

Westfield, Indiana



AMERICAN
STRUCTUREPOINT
INC.

2015.00843

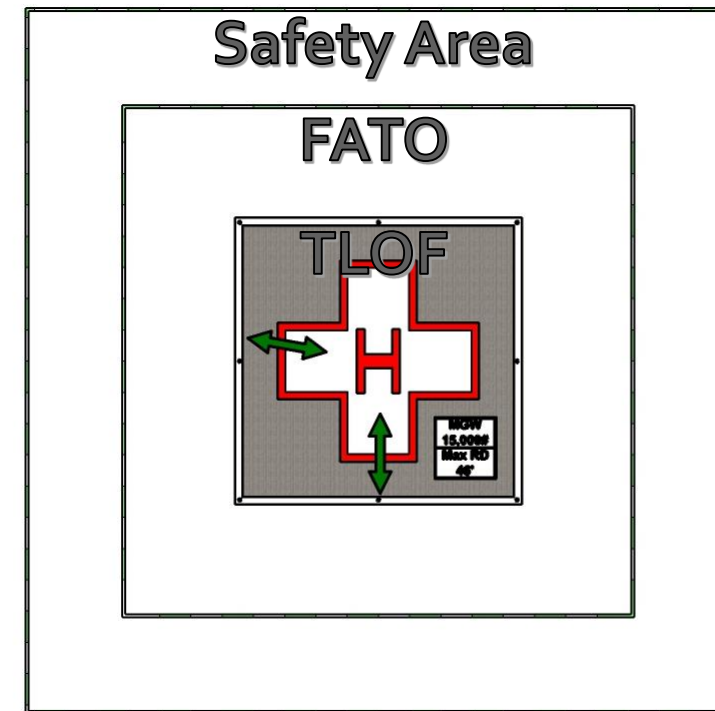
EXHIBIT C
CONDITIONS OF USE

Heliport Basic and Nomenclature

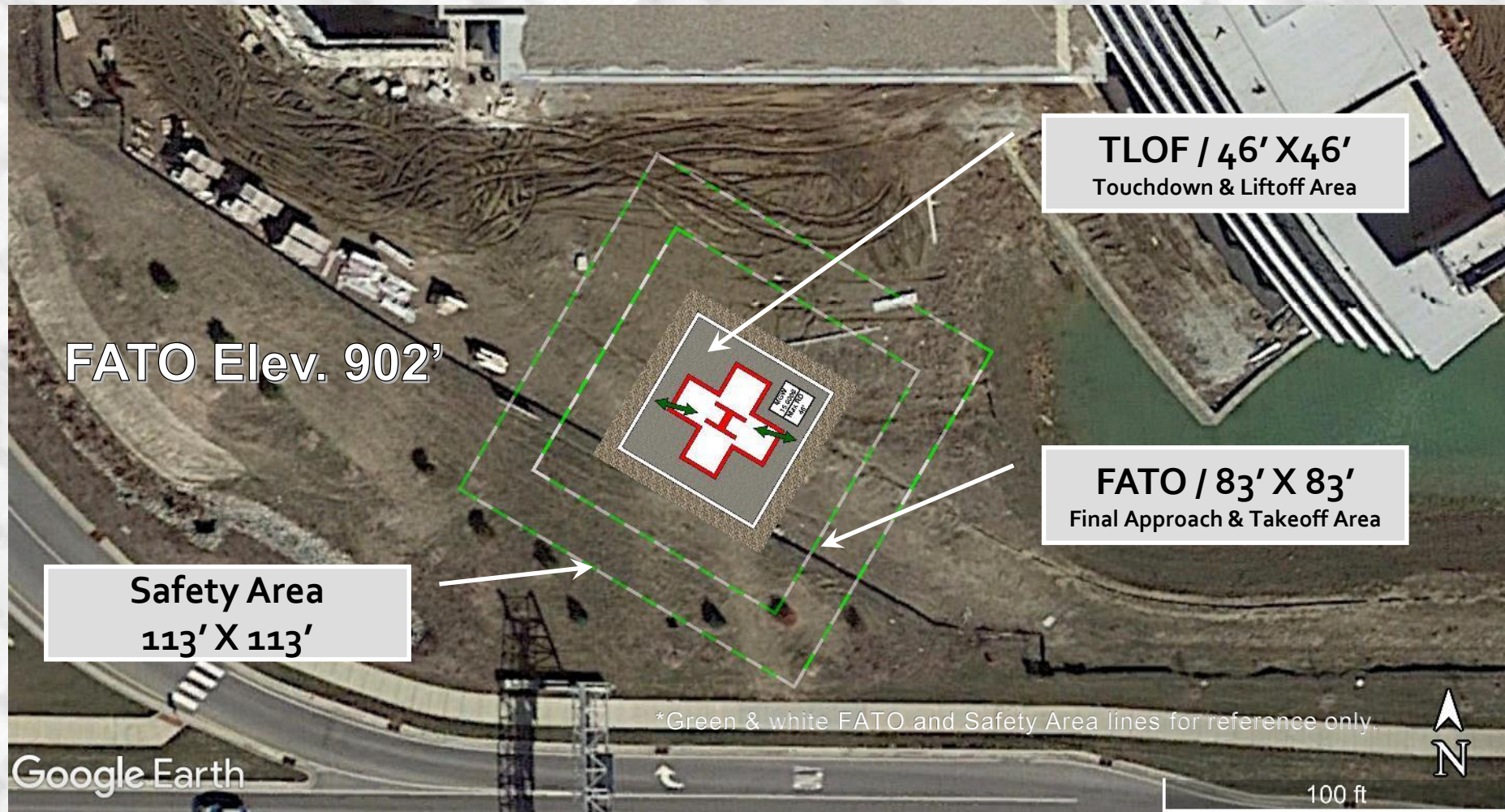
TERMINOLOGY

- **TLOF**
 - Touchdown & Liftoff Area
 - 1X Rotor Diameter
- **FATO**
 - Final Approach & Takeoff Area
 - 1.5X Overall Length
- **Safety Area**
 - 1/3 Rotor Diameter but not less than 10 feet.

ORIENTATION



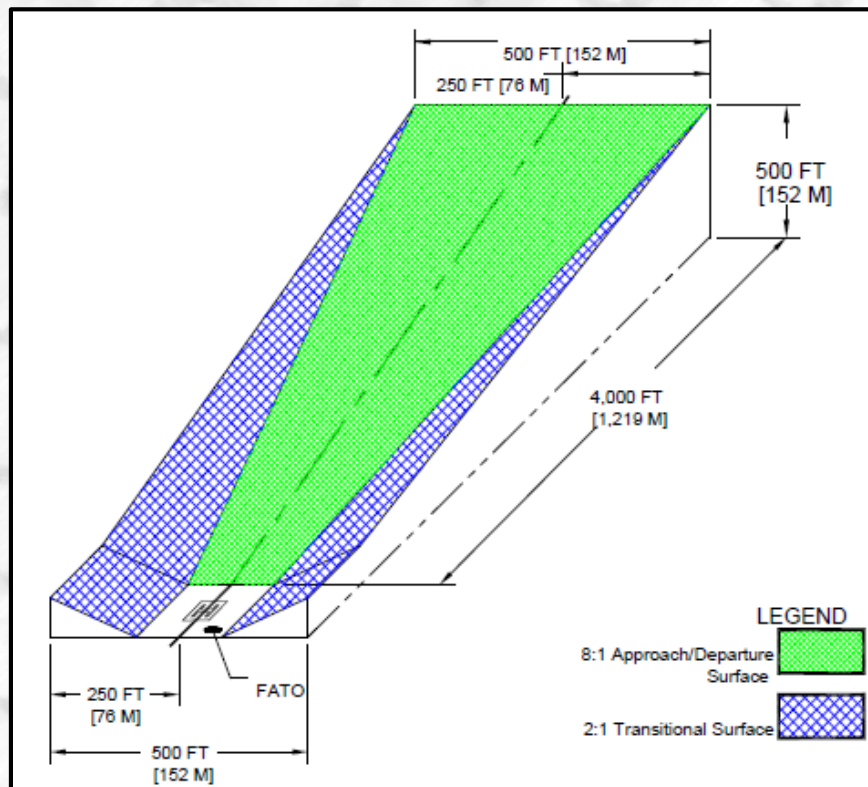
Heliport Location & Orientation



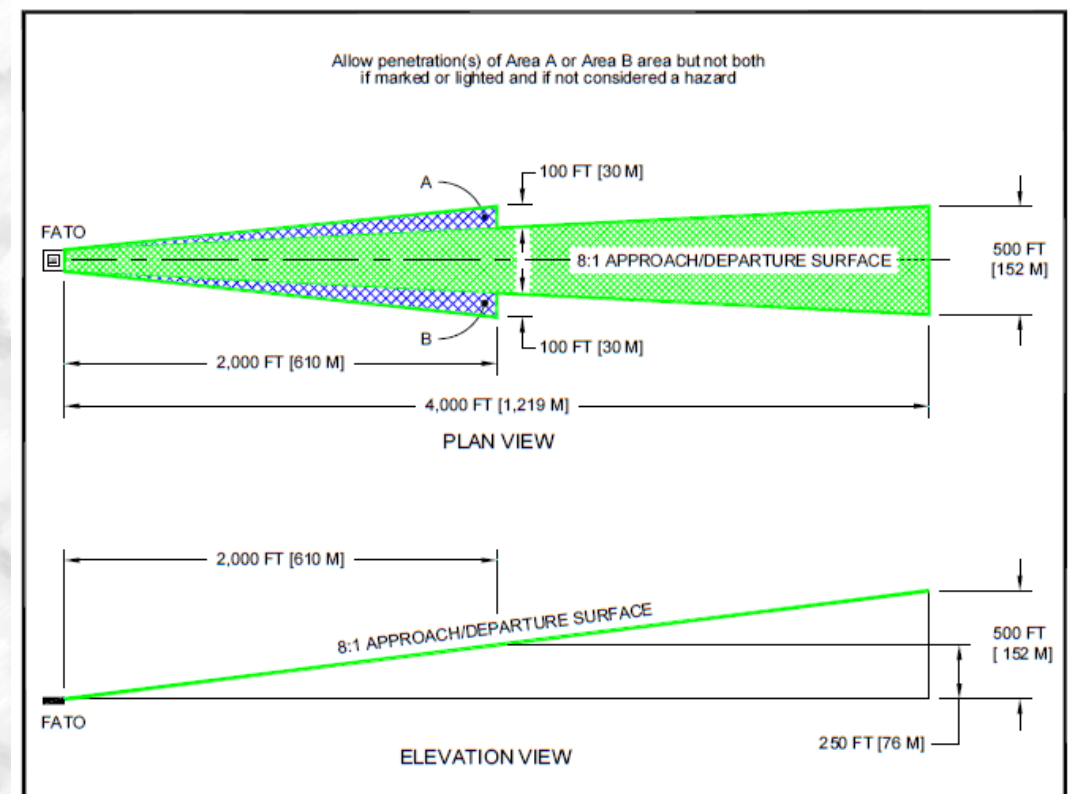
Airspace Options

- “Private” Prior Permission Required Heliports

Standard



Alternate



Airspace Surface vs. Flight Path

Altitude vs. Approach Angle Chart

Ground Level Heliport

(Add elevation of heliport for rooftop and elevated locations calculations)

Approach Surface (obstacle clear zone) $7.125^\circ = 1:8$ (rise/run)

(Measured from the edge of the FATO at ground level out to 4,000')

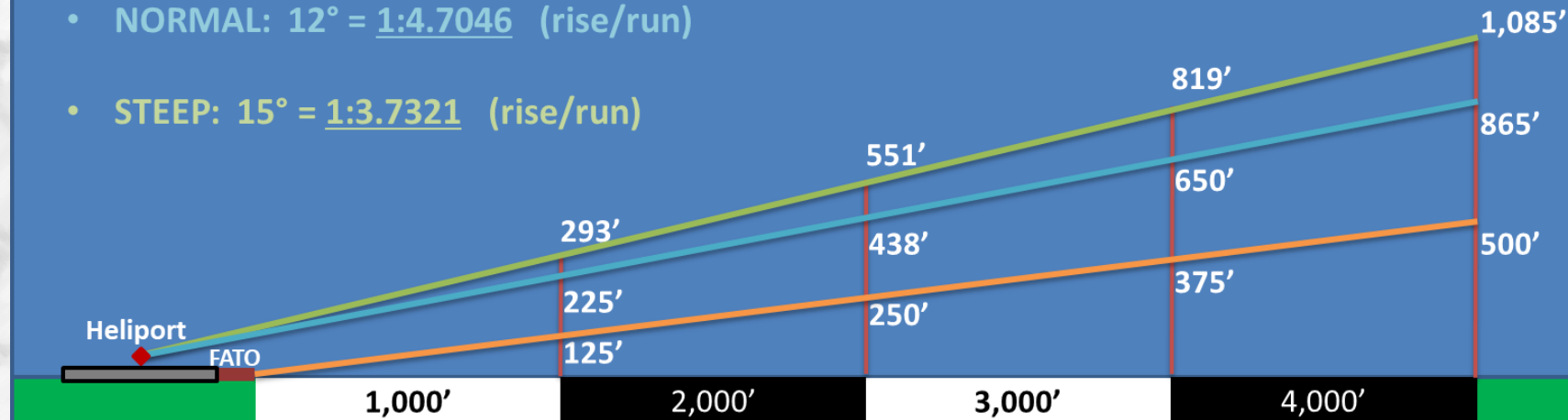
Approach & Departure Flight Path Angle:

(Measured from the center of the heliport at 3' elevation out to 4,000' from the edge of the FATO)

(*These approach and departure angles are predicated on heliports that meet FAA AC 150/5390-2C guidelines)

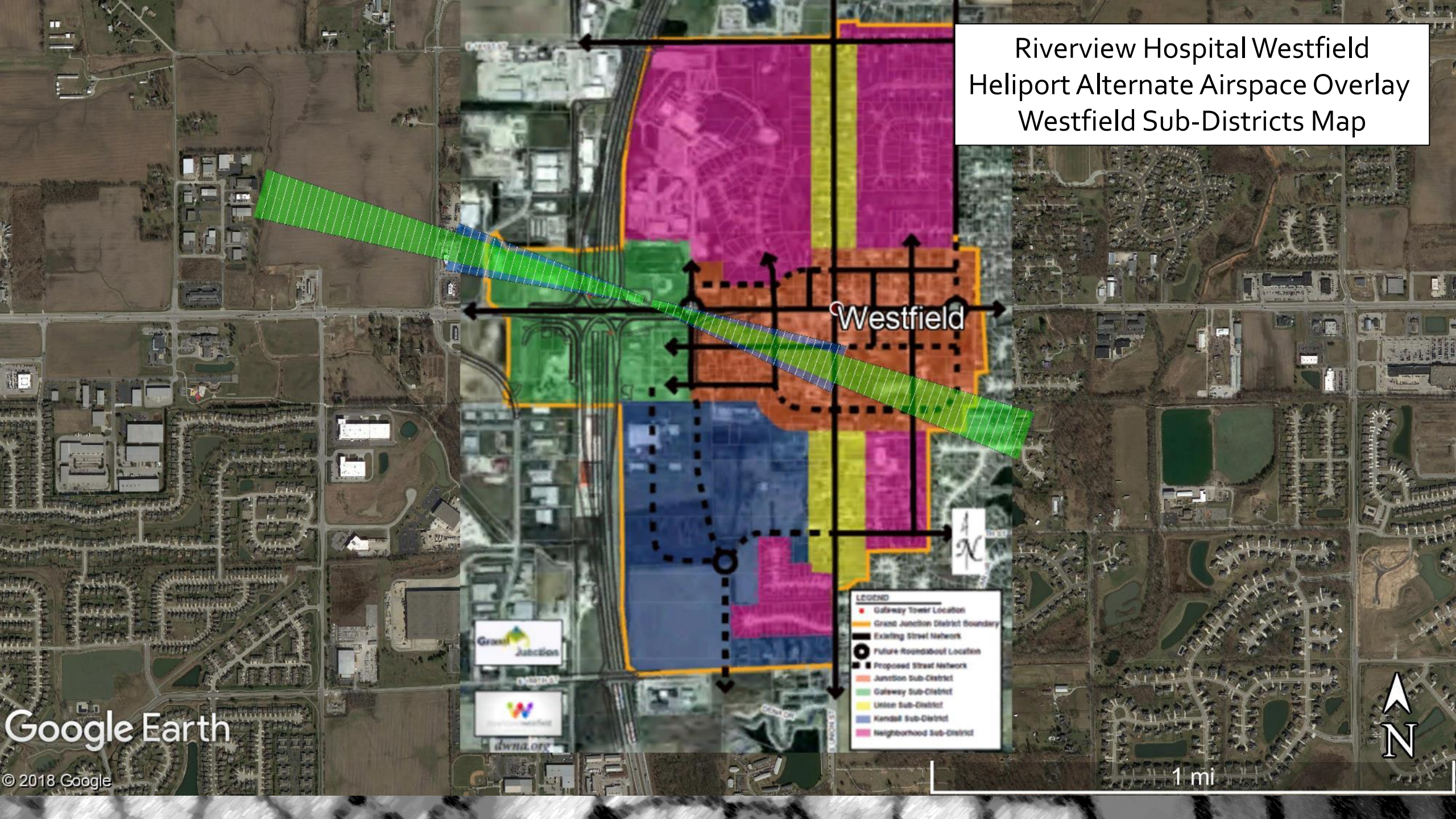
- NORMAL: $12^\circ = 1:4.7046$ (rise/run)**

- STEEP: $15^\circ = 1:3.7321$ (rise/run)**

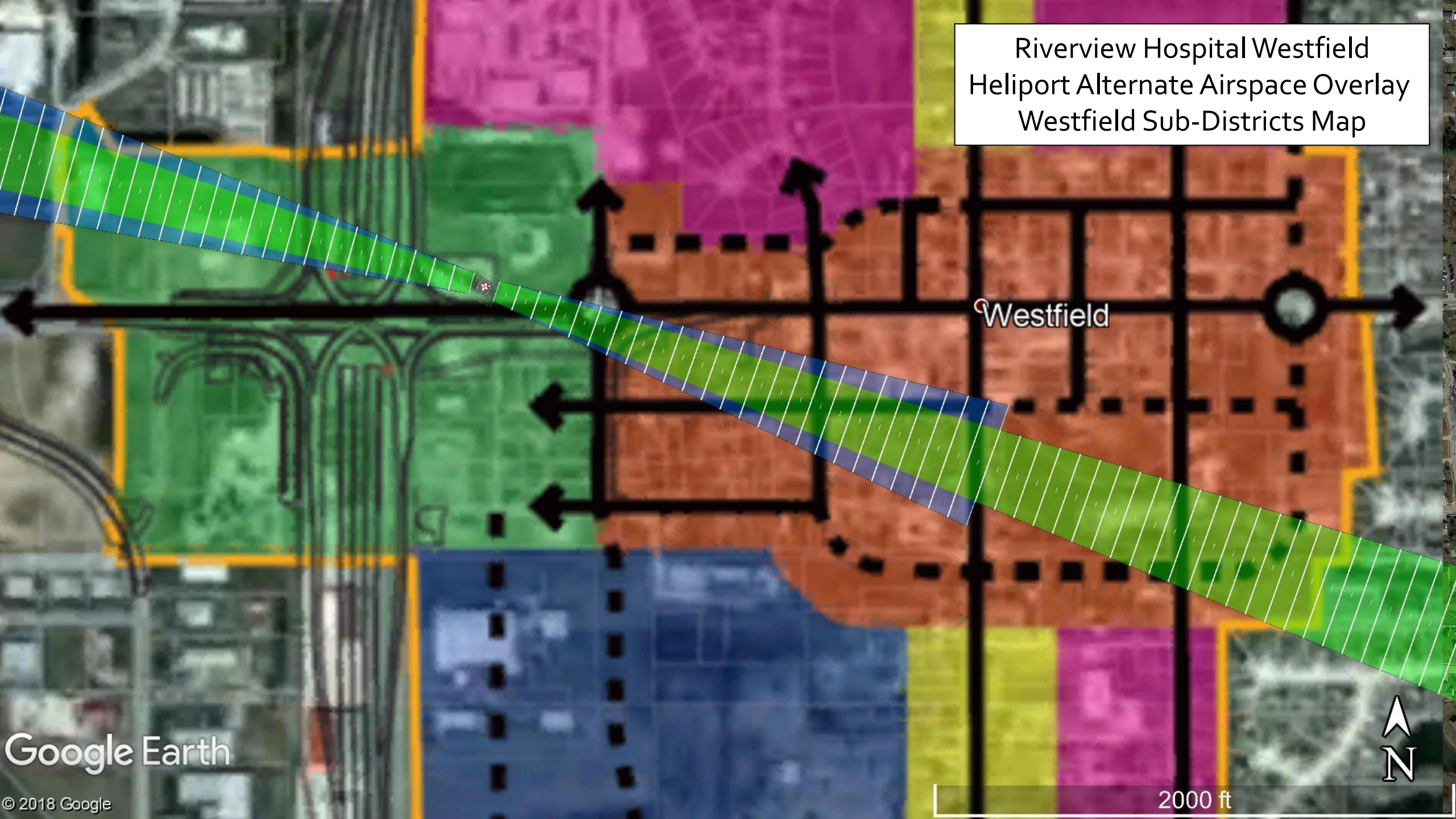


Not to scale

Riverview Hospital Westfield Heliport Alternate Airspace Overlay Westfield Sub-Districts Map



Riverview Hospital Westfield
Heliport Alternate Airspace Overlay
Westfield Sub-Districts Map



FATO
Elevation = 902'

Maximum Structure Height
Under Southeast Flight Path

Site	Max Ht. Above FATO	Ground Elev.	Site to FATO Difference	Max Structure Ht
A	20 ft	895 ft	-7 ft	27 ft
B	30 ft	895 ft	-7 ft	37 ft
C	40 ft	895 ft	-7 ft	47 ft
D	50 ft	894 ft	-8 ft	58 ft
E	60 ft	894 ft	-8 ft	68 ft
F	70 ft	894 ft	-8 ft	78 ft
G	80 ft	892 ft	-10 ft	90 ft
H	90 ft	891 ft	-11 ft	101 ft
I	100 ft	890 ft	-12 ft	112 ft
J	110 ft	890 ft	-12 ft	122 ft
K	120 ft	891 ft	-11 ft	131 ft
L	130 ft	892 ft	-10 ft	140 ft
M	140 ft	894 ft	-8 ft	148 ft

10' Segments



8:1 App/Dep Floor



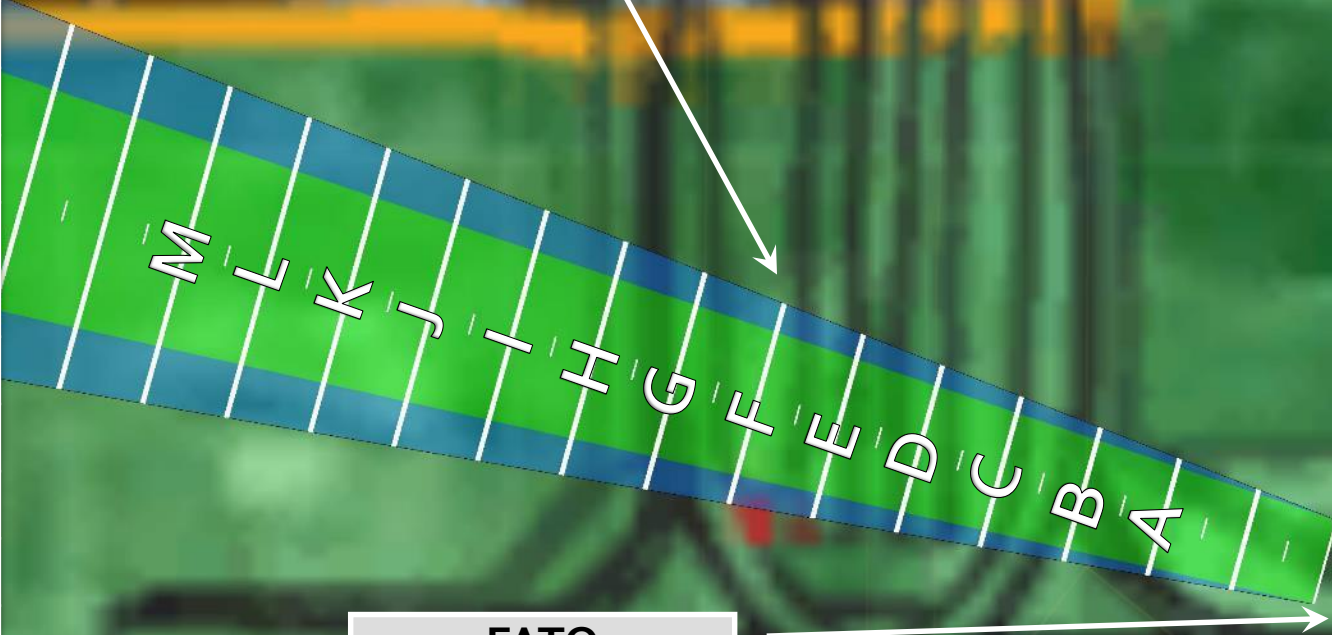
Lateral Extension

Google Earth

Site	Max Ht. Above FATO	Ground Elev.	Site to FATO Difference	Max Structure Ht.
A	20 ft	903 ft	+1 ft	19 ft
B	30 ft	903 ft	+1 ft	29 ft
C	40 ft	903 ft	+1 ft	39 ft
D	50 ft	904 ft	+2 ft	48 ft
E	60 ft	904 ft	+2 ft	58 ft
F	70 ft	904 ft	+2 ft	68 ft
G	80 ft	904 ft	+2 ft	78 ft
H	90 ft	905 ft	+3 ft	87 ft
I	100 ft	905 ft	+3 ft	97 ft
J	110 ft	904 ft	+2 ft	108 ft
K	120 ft	905 ft	+3 ft	117 ft
L	130 ft	902 ft	+/-0 ft	130 ft
M	140 ft	902 ft	+/-0 ft	140 ft

Maximum Structure Height Under Northwest Flight Path

10' Segments



FATO
Elevation = 902'

32

31

lian St

Westfield Business Park C

8:1 App/Dep Floor
Lateral Extension



900 ft

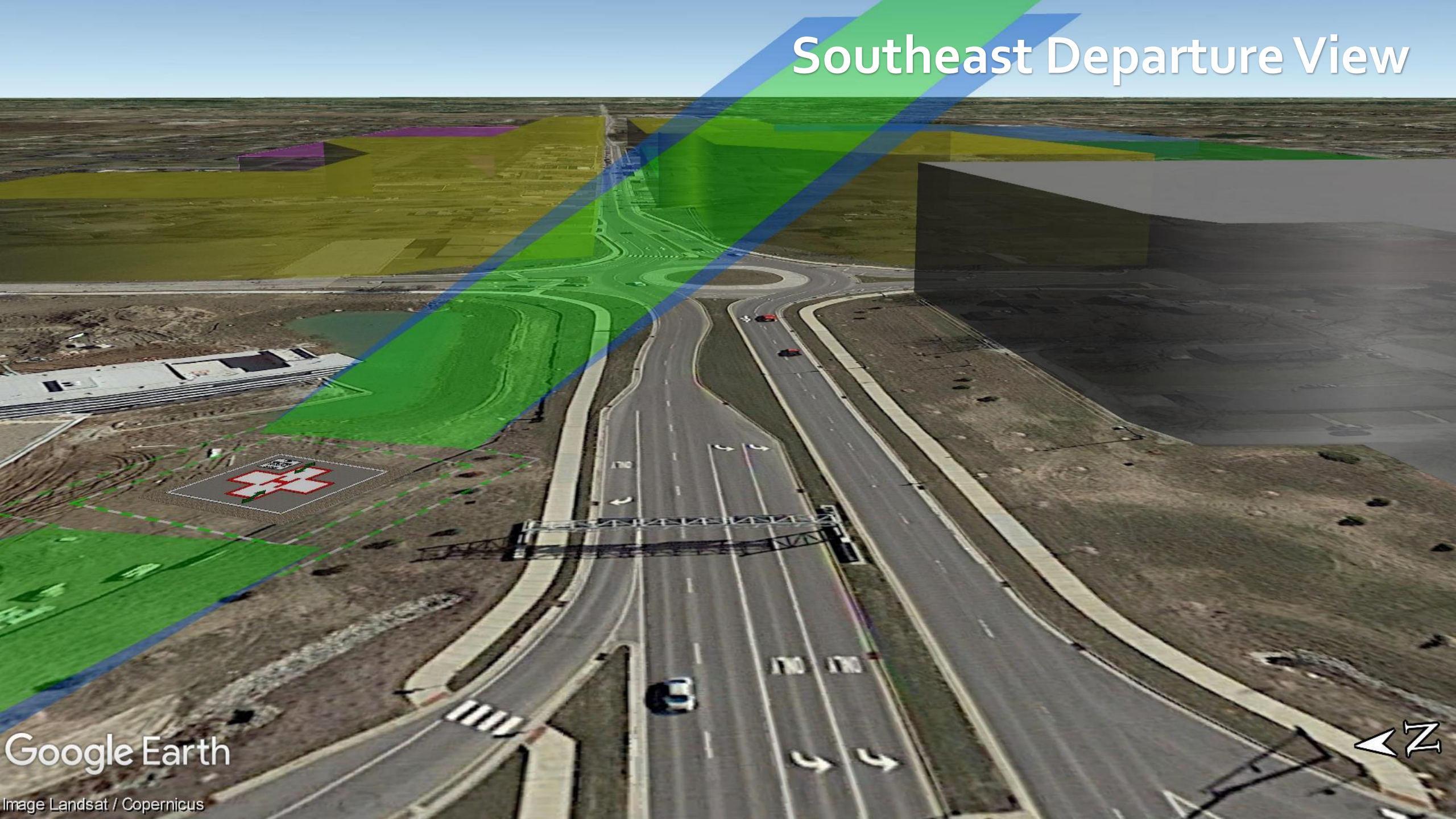
Northwest Approach View

Google Earth

Image Landsat / Copernicus



Southeast Departure View

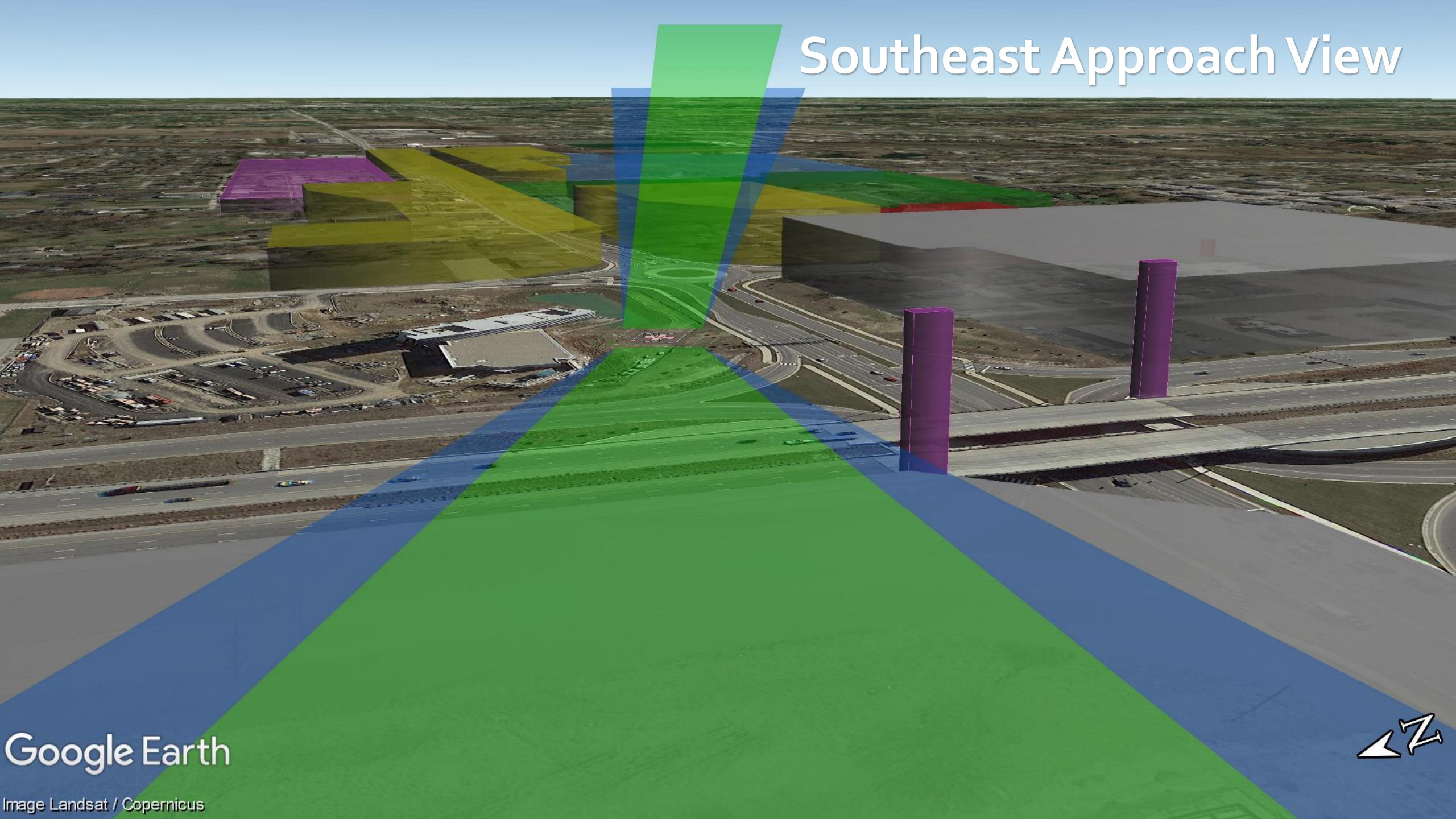


Google Earth

Image Landsat / Copernicus



Southeast Approach View

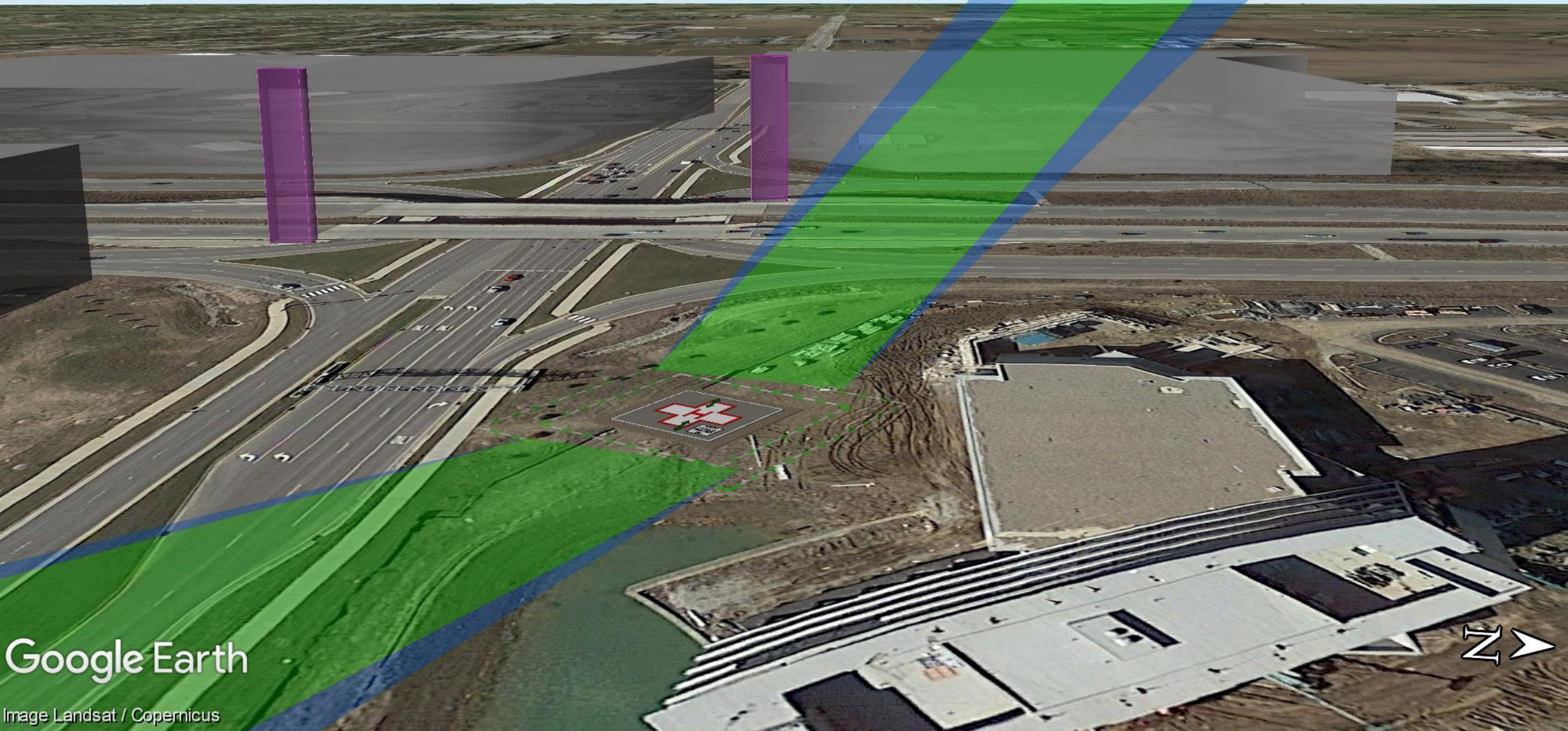


Google Earth

Image Landsat / Copernicus



Northwest Departure View



Google Earth

Image Landsat / Copernicus

FAA Recommendations for Obstruction Identification, Lighting and Marking

*REFERENCES

- FAA AC 150/5390-2C, Heliport Design Guide
- FAA AC 70/7460-1L, Obstruction Marking and Lighting

Obstruction Marking & Lighting

FAA AC 150/5390-2C Fig-4-32

Airspace Where Marking and Lighting are Recommended: Hospital

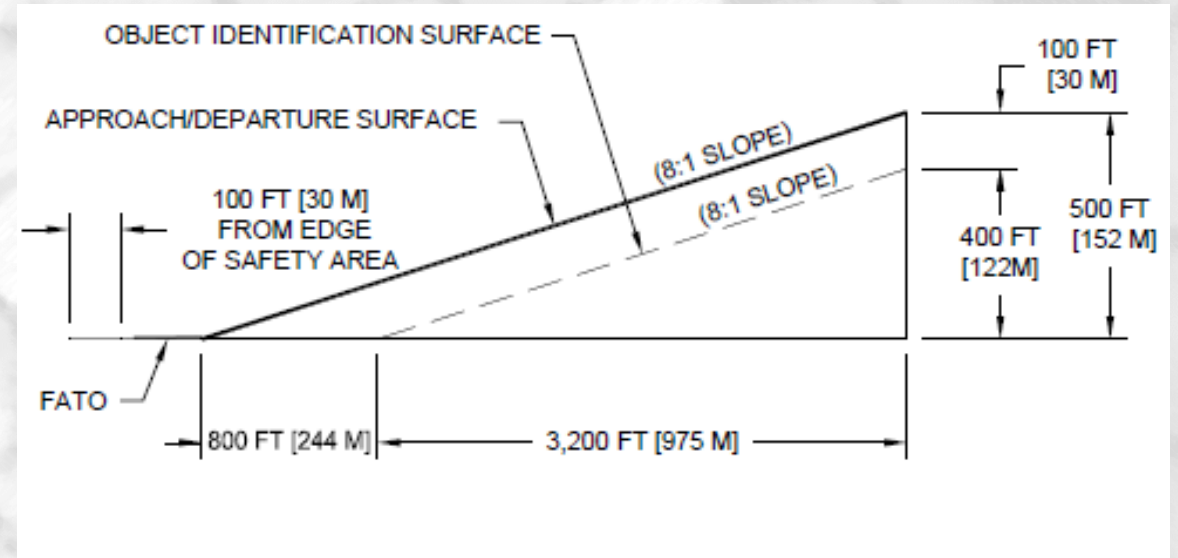
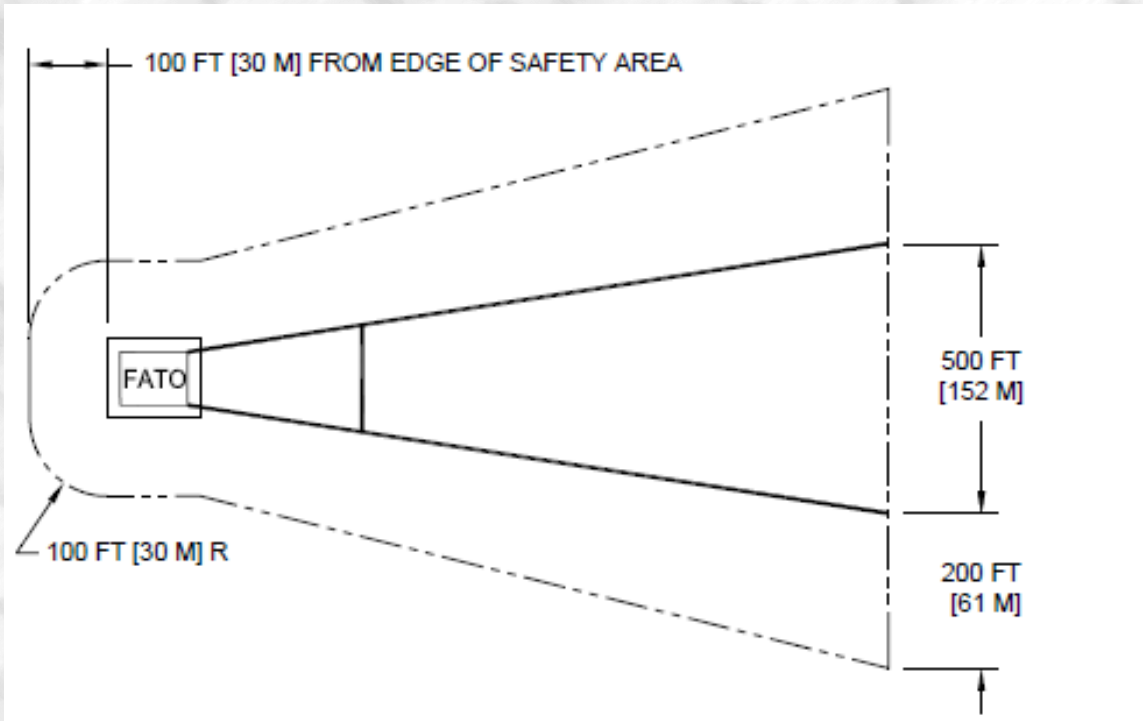
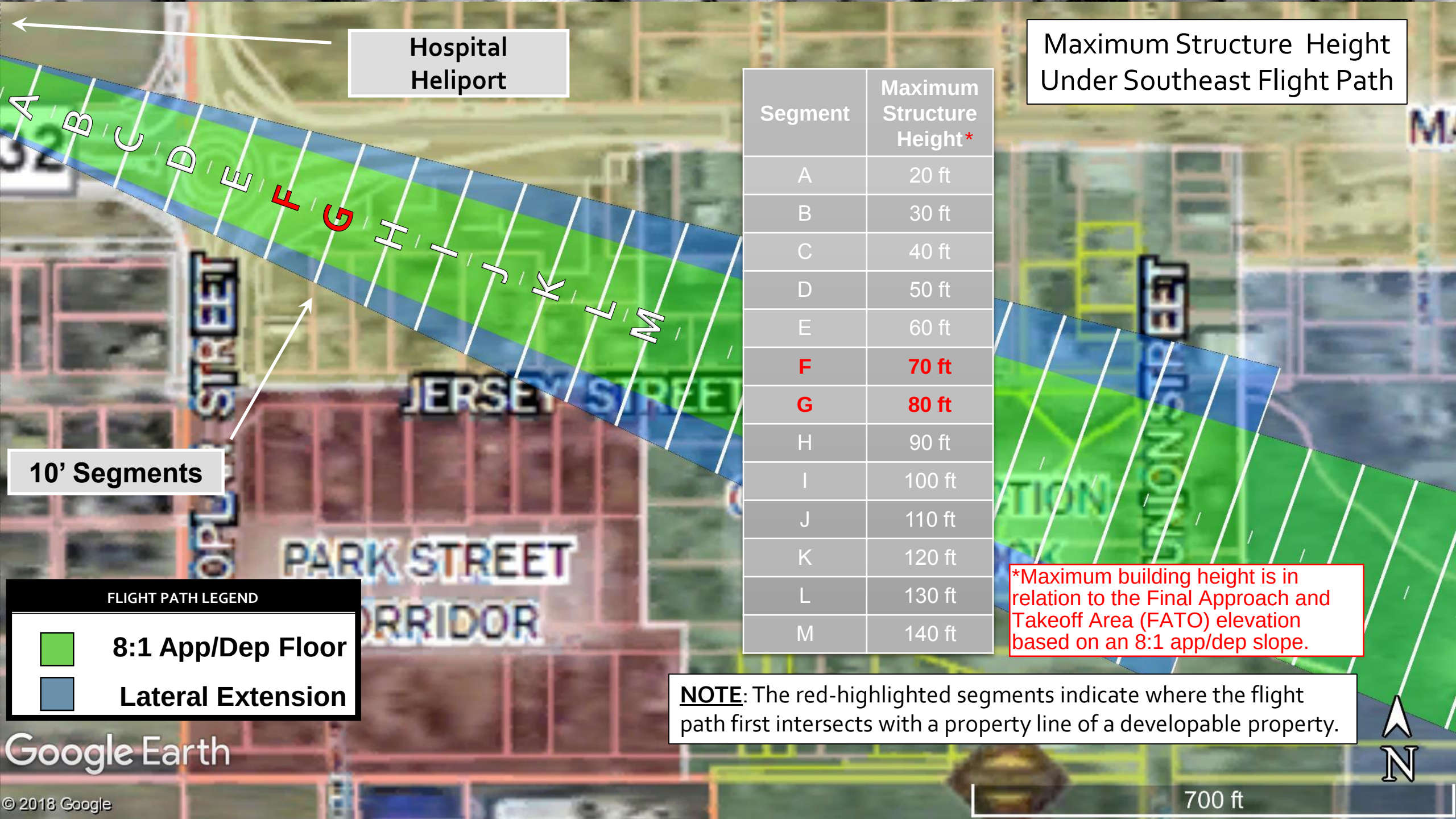


EXHIBIT D
DEVELOPMENT AREA IMPACT



Hospital
Heliport

Maximum Structure Height
Under Southeast Flight Path

Segment	Maximum Structure Height*
A	20 ft
B	30 ft
C	40 ft
D	50 ft
E	60 ft
F	70 ft
G	80 ft
H	90 ft
I	100 ft
J	110 ft
K	120 ft
L	130 ft
M	140 ft

*Maximum building height is in relation to the Final Approach and Takeoff Area (FATO) elevation based on an 8:1 app/dep slope.

NOTE: The red-highlighted segments indicate where the flight path first intersects with a property line of a developable property.

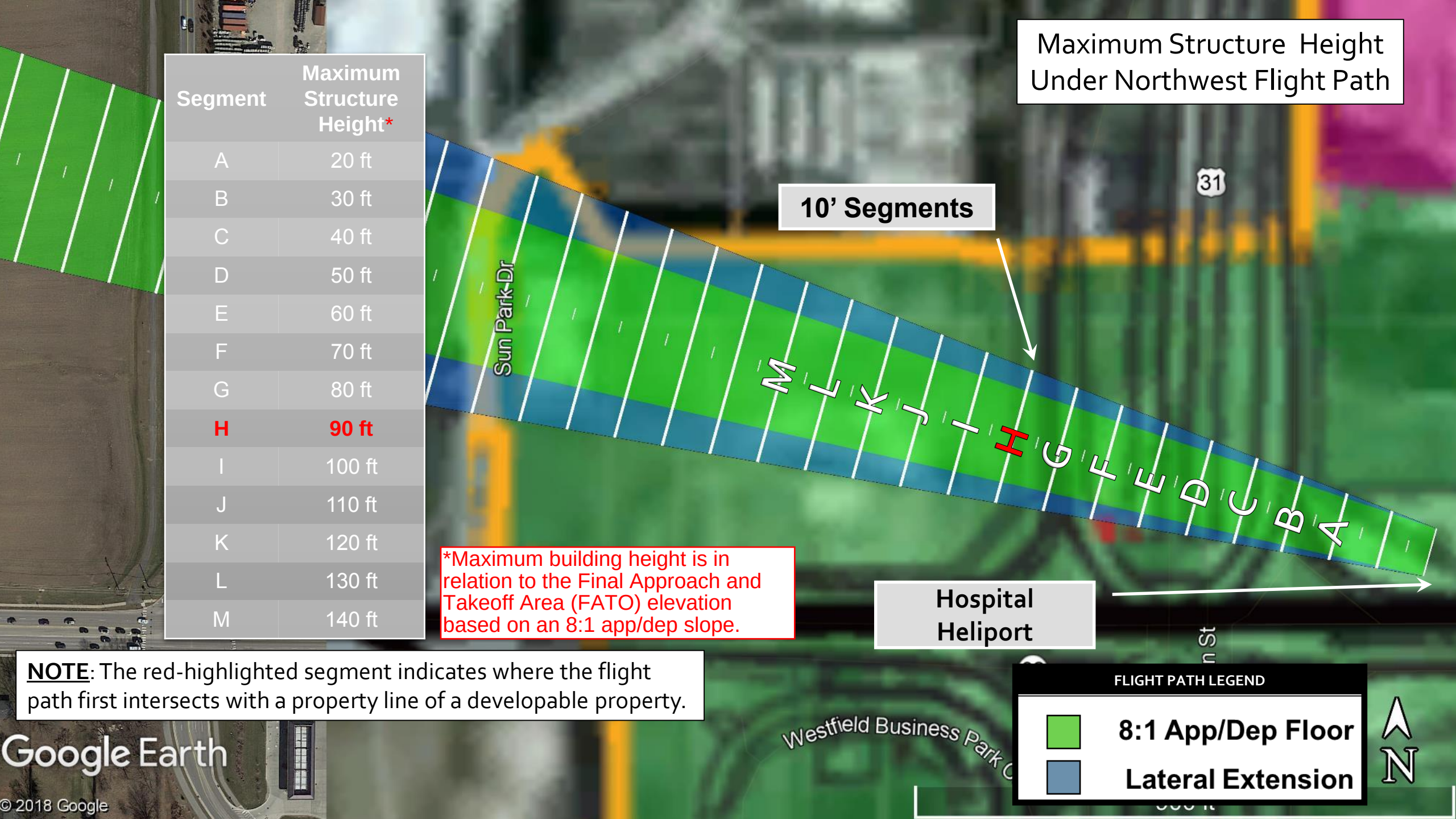
10' Segments

FLIGHT PATH LEGEND

8:1 App/Dep Floor

Lateral Extension

Google Earth



Segment	Maximum Structure Height*
A	20 ft
B	30 ft
C	40 ft
D	50 ft
E	60 ft
F	70 ft
G	80 ft
H	90 ft
I	100 ft
J	110 ft
K	120 ft
L	130 ft
M	140 ft

*Maximum building height is in relation to the Final Approach and Takeoff Area (FATO) elevation based on an 8:1 app/dep slope.

NOTE: The red-highlighted segment indicates where the flight path first intersects with a property line of a developable property.

Maximum Structure Height Under Northwest Flight Path

10' Segments

Hospital Heliport

FLIGHT PATH LEGEND

8:1 App/Dep Floor

Lateral Extension



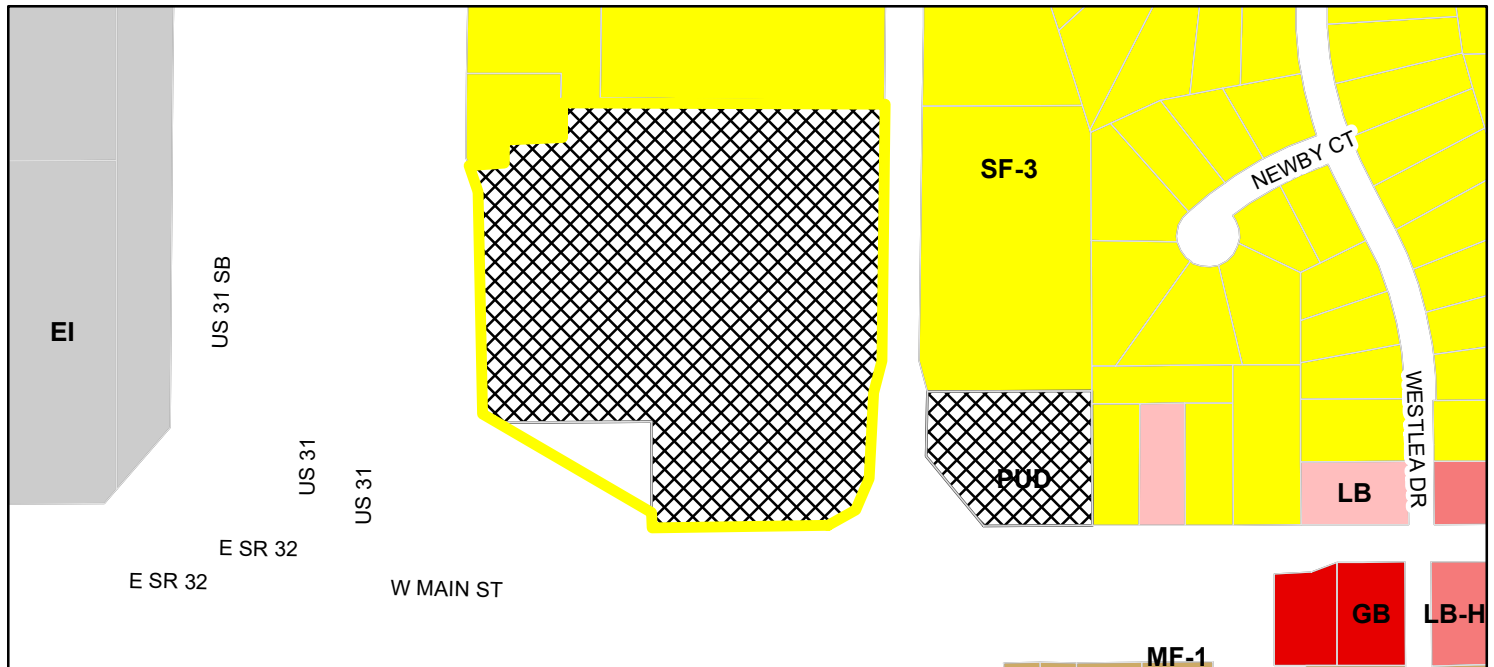
Property Location Map
Junction PUD Amendment - Heliport
Planned Unit Development
1902-PUD-02



Aerial Location Map



Zoning Map



- | | |
|--------------------------|------------------------------------|
| Parcel | LB (Local Business) |
| Zoning - All | LB-H (Local Business - Historical) |
| Zoning | MF-1 (Multiple Family - 1) |
| EI (Enclosed Industrial) | PUD (Planned Unit Development) |
| GB (General Business) | SF-3 (Single Family - 3) |

ORDINANCE NUMBER 18-52

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AN AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE AND THE SPRINGMILL TRAILS PLANNED UNIT DEVELOPMENT DISTRICT ORDINANCE

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

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 11-19 (the "Springmill Trails PUD Ordinance"), on September 12, 2011; and

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1812-PUD-30**), requesting an amendment to the Springmill Trails PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1812-PUD-30** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 5, 2019;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance, which shall be referred to as the "Gristmill Crossing: Residential District", shall amend and replace in its entirety the Springmill Trails PUD Ordinance, as applicable to the Real Estate. The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as the "Gristmill Crossing: Residential District" Planned Unit Development District (the "District").
- 1.2 The Springmill Trails PUD Ordinance (Section 2.3) permits the size and configuration of Residential District 2 to be increased or decreased by up to fifteen

percent (15%). This Ordinance shall effectively be deemed to satisfy the permitted increase of the size and configuration of Residential District 2. Furthermore, the Springmill Trails PUD Ordinance (Section 4.1(G)) permits the size and configuration of any business district to be increased or decreased by up to fifteen percent (15%). The Real Estate shall hereby be excluded from the business district calculations for purposes of this standard.

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

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

- 2.1 **Corner Break.** The exterior corner along the Building Façade. The exterior corners of a covered porch, the outermost corners of the Dwelling, and a projection with a minimum height of six (6) feet and a minimum projection of two (2) feet shall qualify as a Corner Break.
- 2.2 **Overhang.** The portion of the roof structure that extends beyond the exterior walls of a home offering it protection from the elements, as measured prior to the installation of Masonry Materials.
- 2.3 **Ridge Line.** The intersection of two (2) horizontal roof planes, or the angle formed by them, which form the peak of a pitched area. A hip roof shall be the equivalent of only one (1) Ridge Line.

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 District is hereby divided into two (2) subareas, as depicted on the Concept Plan and labeled as Area I and Area II (individually or collectively, “Area”). Development of each Area shall be regulated as set forth in this Ordinance.

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District of this District shall be the SF5: Single-Family High-Density District (the “Underlying Zoning District”).

Section 5. **Permitted Uses.** All uses permitted in the Underlying Zoning District shall be permitted.

Section 6. **General Regulations.** The standards of Chapter 4 Zoning Districts, as applicable to the Underlying Zoning District, shall not apply to the development of the Real Estate; rather, the following shall apply.

6.1 Maximum Number of Dwellings:

- A. Area I: 87
- B. Area II: 90

The maximum number of Dwellings within each Area may vary by up to ten percent (10%); however, in no case may the maximum number of Dwellings on the Real Estate exceed one hundred and seventy-seven (177).

6.2 Minimum Lot Area: 5,400 square feet

6.3 Minimum Lot Frontage: 40 feet

6.4 Minimum Building Setback Lines:

- A. Front Yard: 20 feet
- B. Side Yard: 5 feet
- C. Rear Yard: 15 feet

6.5 Minimum Lot Width: 50 feet

6.6 Maximum Building Height:

- A. Area I: Two stories.
- B. Area II: Story and one-half.

6.7 Minimum Living Area¹: Area I Area II

- A. Single story: 1,400 square feet 1,300 square feet²
- B. Two story: 1,800 square feet Not Applicable

Section 7. **Development Standards.** The standards of Chapter 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below.

7.1 Article 6.3 Architectural Standards: Shall apply, except as modified or enhanced below.

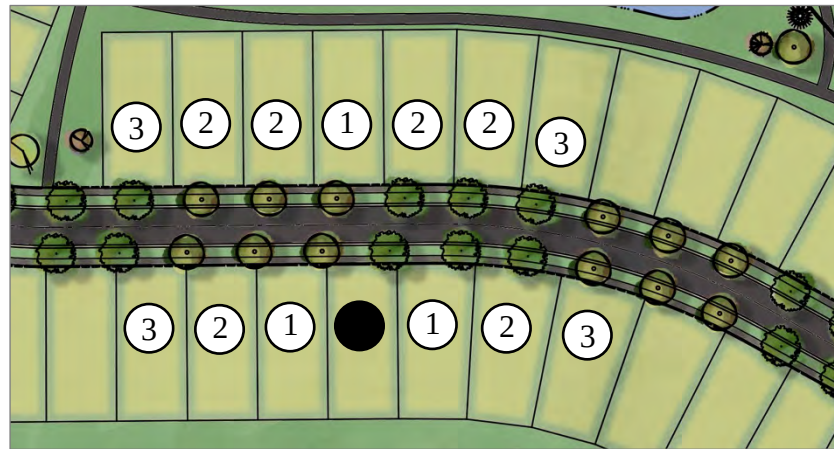
- A. Character Exhibit. The “Character Exhibit”, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the Real Estate within each Area. Although the Character Exhibit does not necessarily represent the final design, it does hereby establish a benchmark for the quality and appearance of Buildings permitted to be constructed and that contribute to

¹ Chapter 13 of the UDO defines “Living Area” as “[t]he floor area of a Dwelling Unit above the finished grade of a building, measured from the outside dimensions of the building’s exterior walls, exclusive of Basements, open porches, breezeways, terraces, garages and exterior stairways.

² However, a maximum of thirteen (13) Dwelling Units within Area II may have a Minimum Living Area of 1,180 square feet.

the District's intent and vision. 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 Commission.

- B. Perimeter Lot Standards: The Side and Rear Building Façade enhancement standards of Article 6.3(C)(1) Perimeter Lots shall apply to those Lots oriented towards Ditch Road, as identified on the Concept Plan.
- C. Streetscape Diversity. Article 6.3(C)(2) Streetscape Diversity shall apply; however, Article 6.3(C)(2)(c) shall be modified to require the following at the time of the Certificate of Occupancy to Dwellings located on adjacent Lots with a Front Lot Line abutting the same Street:



- Subject Dwelling
 - (1) Adjacent Dwelling shall not be of the same elevation of the same plan as the Subject Dwelling, and shall be a different color package.
 - (2) Dwelling may be the same plan and elevation as the Subject Dwelling, but shall be a different color package.
 - (3) Dwelling may be identical to the Subject Dwelling.
- D. Building Materials. Article 6.3(C)(3) Building Materials shall apply. In addition, the following enhancements shall apply:
- i. Area I: A minimum of fifty percent (50%) of a Front Building Façade, exclusive of windows, doors or other openings, and any area within a dormer projecting from the roof, shall have Masonry Materials as the exterior building material.
 - ii. Area II: A minimum of thirty percent (30%) of a Front Building Façade, exclusive of windows, doors or other openings, and any area within a dormer projecting from the roof, shall have Masonry Materials as the exterior building material.
 - iii. Vinyl and aluminum siding shall be prohibited.
- E. Minimum Number of Corner Breaks: Three (3) on Front Building Façade.

- F. Minimum Number of Windows. A Dwelling shall have a minimum number of windows on each Building Façade, as set forth below.

	<u>Area I</u>	<u>Area II</u>
i. <u>Front Building Façade:</u>	Three (3)	Three (3)
ii. <u>Side Building Façade:</u>	Two (2)	One (1)
iii. <u>Rear Building Façade:</u>	Three (3)	Three (3)

A double window (a single window unit a minimum of four (4) feet in width and two (2) windows side by side) shall qualify as two (2) windows.

- G. Window Treatment. All windows shall have shutters and/or other window treatment. For windows in a Building Façade consisting of a Masonry Material, the treatment shall be of a Masonry Material and applied to at least the window sill and header. For windows in a Building Façade consisting of a non-Masonry Material, then the windows shall be trimmed of natural materials and applied to the sill, header and jams. The width of the treatment shall be a minimum of one-half (1/2) the vertical reveal dimension of the base siding material.

- H. Stoop / Porch Requirement. A stoop or porch is required at the front door of all Dwellings. The minimum size shall be four (4) feet in width and four (4) feet in depth.

- I. Roof Design.

- | | | |
|------|--|---|
| i. | <u>Minimum Number of Ridge Lines:</u> | Three (3) |
| ii. | <u>Minimum Roof Pitch of Primary or Main Roof:</u> | 6:12 |
| | Elements such as porches, bays, walkways, etc. may be covered with a lower roof pitch. | |
| iii. | <u>Minimum Roof Overhangs:</u> | Twelve (12) inches |
| | Elements such as porches, bays, walkways, etc. may have a lower roof overhang. | |
| iv. | <u>Roof Vents:</u> | Roof vents shall be located to the rear of the Dwelling when possible. All vents shall be positioned to be minimally visible from the Street and shall be painted to match the roofing material, black, or for those made of metal, left natural. |

- J. Garage Door Design Standards. Garage doors shall be enhanced to incorporate a variety of design elements, which may include any one (1) or combination of the following: windows, decorative hardware, decorative paneling, or other decorative treatment to vary the appearance of garage doors based on the architectural style of the dwelling. At the time of issuance of the Certificate of Occupancy, a maximum of two (2) adjacent Lots on the same side of the Street may have identical garage door design elements.

- 7.2 Article 6.8 Landscaping Standards: Shall apply, except as modified below.
- A. Foundation Plantings (Article 6.8(L)): Shall not apply; rather, Article 6.8(K) Minimum Lot Landscaping Requirements shall apply.
 - B. External Street Frontage Landscaping Requirements (Article 6.8(M)(1)): Shall not apply; rather, a landscaping area with a minimum depth of eighty (80) feet shall be required along Ditch Road. The landscaping area shall include evergreen trees planted in a double staggered row, with each row planted fifteen (15) feet on center.
 - C. Buffer Yard Requirements (Article 6.8(N)): Shall not apply.

Section 8. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works.

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

- 9.1 Article 8.6 Open Space and Amenity Standards: Shall apply; however, the Minimum Open Space for the District shall be enhanced to require a minimum of twenty-one percent (21%), as generally depicted on the Concept Plan. Common Area shall have a minimum Lot Frontage of fifteen (15) feet in accordance with Article 8.6(C) Access.
- 9.2 Article 8.7 Pedestrian Network Standards: Shall apply. In addition, pedestrian paths shall be required within the District, as generally depicted on the Concept Plan. The final path location and design may be subject to easements and final engineering.

**[Remainder of page intentionally left blank;
signature page follows.]**

ALL OF WHICH IS ORDAINED/RESOLVED THIS 11TH DAY OF FEBRUARY, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 18-52** was delivered to the Mayor of Westfield
on the _____ day of February, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 18-52**
this _____ day of February, 2019.

I hereby VETO **ORDINANCE 18-52**
this _____ day of February, 2019.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by: Jesse M. Pohlman, Onpointe Land Matters, LLC
William Tres Development
3802 W 96th Street, Suite 210, Indianapolis, Indiana 46268

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: Jesse M. Pohlman

SCHEDULE OF EXHIBITS

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

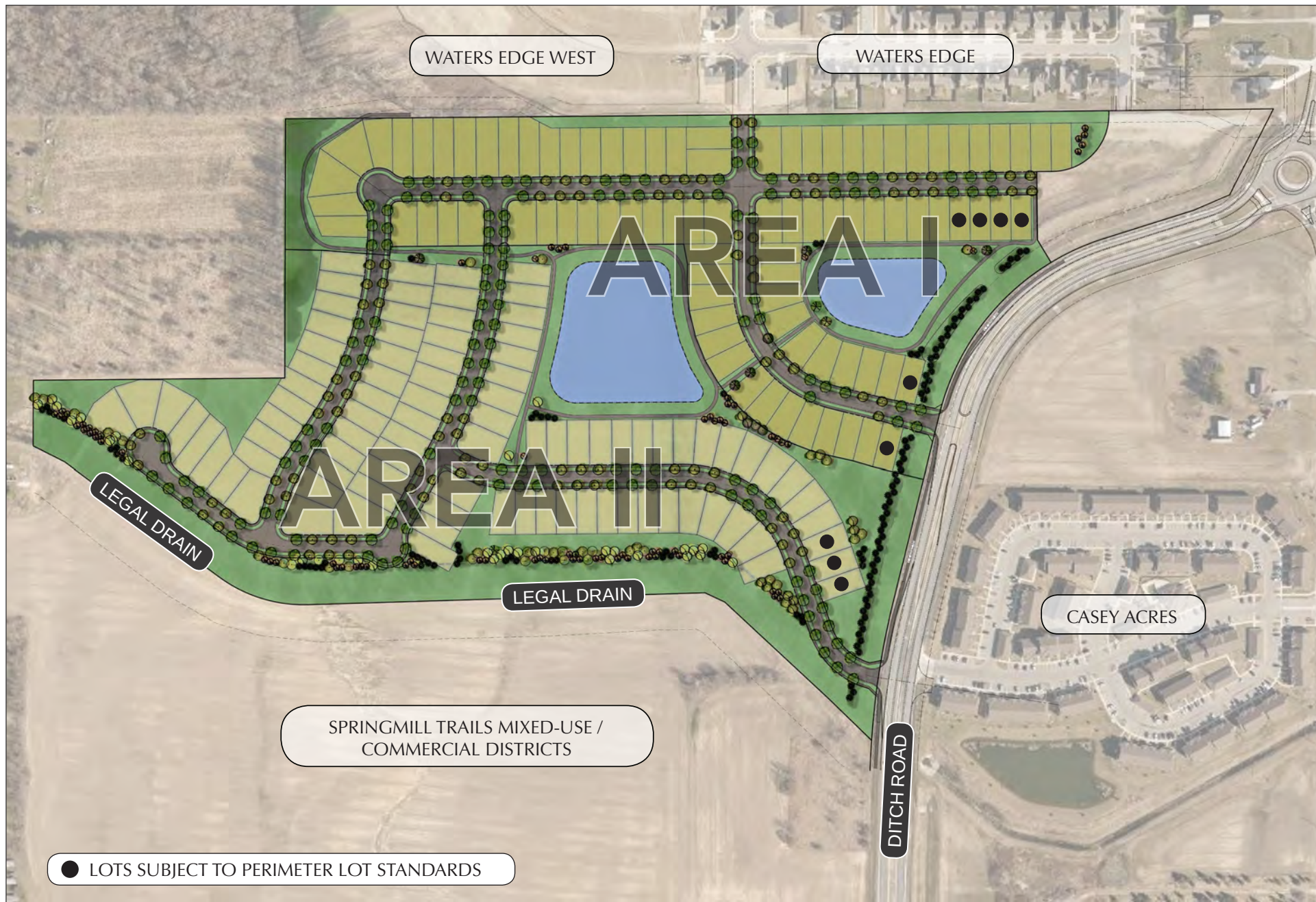
EXHIBIT A
REAL ESTATE

THE FOLLOWING DESCRIPTION WAS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W150193, DATED OCTOBER 23, 2018.

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE WEST LINE OF SAID SOUTHEAST QUARTER NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 1400.00 FEET TO A MAG NAIL; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS EAST A DISTANCE OF 21.67 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 73 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 137.99 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 52 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 310.95 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE SOUTH 88 DEGREES 34 MINUTES 42 SECONDS EAST A DISTANCE OF 283.05 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 203.75 FEET TO A POINT IN LITTLE EAGLE CREEK DRAIN AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST A DISTANCE OF 166.77 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE NORTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO 9207276; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST A DISTANCE OF 639.81 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 659.22 FEET TO A 5/8" REBAR WITH CAP MARKED "MILLER SURVEYING" AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.57 FEET TO A 1/2 IN. REBAR AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 20 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 774.56 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST A DISTANCE OF 8.82 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 144.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 226.19 FEET, HAVING A CHORD THAT BEARS SOUTH 44 DEGREES 20 MINUTES 01 SECONDS WEST 203.65 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST A DISTANCE OF 41.32 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST A DISTANCE OF 174.00 FEET; THENCE SOUTH 31 DEGREES 06 MINUTES 34 SECONDS EAST A DISTANCE OF 66.68 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 625.00 FEET, ALSO BEING ON THE NORTHWESTERN RIGHT-OF-WAY OF DITCH ROAD; THE FOLLOWING 7 CALLS ARE ALONG SAID NORTHWESTERN AND WESTERN RIGHT-

OF-WAY OF DITCH ROAD; 1) THENCE ALONG SAID CURVE A DISTANCE OF 491.45 FEET, HAVING A CHORD THAT BEARS SOUTH 36 DEGREES 21 MINUTES 49 SECONDS WEST 478.89 FEET; 2) THENCE SOUTH 13 DEGREES 50 MINUTES 15 SECONDS WEST A DISTANCE OF 383.60 FEET; 3) THENCE SOUTH 14 DEGREES 40 MINUTES 34 SECONDS WEST A DISTANCE OF 19.06 FEET; 4) THENCE SOUTH 13 DEGREES 50 MINUTES 29 SECONDS WEST A DISTANCE OF 89.99 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET; 5) THENCE SOUTHWARDLY ALONG SAID CURVE A DISTANCE OF 242.98 FEET, HAVING A CHORD THAT BEARS SOUTH 10 DEGREES 27 MINUTES 29 SECONDS WEST 242.84 FEET; 6) THENCE SOUTH 05 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 10.38 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET; 7) THENCE SOUTHWARDLY ALONG SAID CURVE A DISTANCE OF 102.10 FEET TO A POINT ON THE CENTERLINE OF LITTLE EAGLE CREEK DRAIN, HAVING A CHORD THAT BEARS SOUTH 05 DEGREES 22 MINUTES 37 SECONDS WEST 102.09 FEET; THENCE LEAVING THE RIGHT-OF-WAY OF DITCH ROAD, THE FOLLOWING 7 CALLS ALONG SAID CENTERLINE OF LITTLE EAGLE CREEK DRAIN, MORE OR LESS; 1) THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 154.44 FEET; 2) THENCE NORTH 47 DEGREES 06 MINUTES 06 SECONDS WEST A DISTANCE OF 358.81 FEET; 3) THENCE NORTH 64 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 55.53 FEET; 4) THENCE SOUTH 88 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 1011.64 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET; 5) THENCE ALONG SAID CURVE A DISTANCE OF 240.90 FEET, HAVING A CHORD THAT BEARS NORTH 72 DEGREES 33 MINUTES 43 SECONDS WEST 236.43 FEET; 6) THENCE NORTH 53 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 489.16 FEET; 7) THENCE NORTH 63 DEGREES 15 MINUTES 09 SECONDS WEST A DISTANCE OF 89.80 FEET TO THE POINT OF BEGINNING, CONTAINING 57.36 ACRES (2,498,750 SQUARE FEET), MORE OR LESS.



AREA I



AREA II





Westfield City Council Report

Ordinance Number:	18-52
APC Petition Number:	1812-PUD-30
Petitioner:	William Tres, LLC (the "Petitioner")
Representative:	Jesse Pohlman, OnPointe Land Matters, LLC
Requested Action:	An amendment to the Springmill Trails PUD District to change the zoning of approximately 57.63 acres +/- to the Gristmill Crossing: Residential District to accommodate a Single-Family residential development.
Current Zoning:	Springmill Trails PUD
Current Land Use:	Undeveloped / Agricultural
Exhibits:	1. Department Report 2. Location Map 3. Concept Plan 4. Character Exhibits 5. Proposed Ord. 18-52 6. Redlined Ordinance 18-52 7. Issue List 8. Petitioner's Summary of Changes & Response to Issue List 9. Concept Plan Comparison 10. Amenity Exhibit 11. Neighborhood Meeting Summary 12. Public Comment 13. APC Certification
Prepared by:	Pam Howard, Senior Planner

PETITION HISTORY

This petition was introduced at the December 10, 2018, City Council meeting. The petition received a public hearing at the December 17, 2018, Advisory Plan Commission (the "APC") meeting.

PROJECT OVERVIEW

Project Location: The Petitioner is requesting an amendment to the Springmill Trails PUD District to change the zoning of approximately fifty-eight (58) acres generally located west of the intersection of Ditch Road and Casey Road (the "Real Estate") (see **Exhibit 2**).

Property History: The original Springmill Trails PUD District (Ord. 11-19) was adopted in 2011, and included approximately 900 acres (the “Original PUD Ordinance”). The Property is located within the Mixed-Use and Commercial areas of the Original PUD Ordinance. This proposal will replace and supersede the Original PUD Ordinance for the Real Estate.

Original PUD Ordinance: The Real Estate is located within the Mixed-Use and Commercial areas of the Original PUD Ordinance. Permitted uses include a variety of retail, office, and industrial uses; as well as Multi-Family Residential.

AMENDMENT REQUEST

The Petitioner requests this amendment to modernize the Original PUD Ordinance in accordance with the Unified Development Ordinance, and permit Single-Family Residential development with the standards set forth in the Proposed Ordinance. In effect, the proposed ordinance will replace and supersede the Original PUD Ordinance in its entirety, as it applies to the Real Estate, and would be known as the “Gristmill Crossing Residential District” (the “Proposed Ordinance”).

Default Standards: The Proposed Ordinance (see **Exhibit 5**) divides the Real Estate into two (2) subareas, as depicted on the Concept Plan (see **Exhibit 3**). The Underlying Zoning District for both area is proposed as SF5: Single-Family High Density District.

General Regulations: The table below outlines the lot standards for each area, as compared to the UDO’s requirements for SF5 lots (the proposed underlying zoning district).

	AREA I	AREA II	UDO (SF5)
Maximum Number of Dwellings*	87	90	N/A
Min. Lot Area	5,400 SF	5,400 SF	7,000 SF
Min. Lot Frontage	40’	40’	40’
Min. Front Yard Setback	20’	20’	20’
Min. Side Yard Setback	5’	5’	8’
Min. Rear Yard Setback	15’	15’	20’
Min. Lot Width	50’	50’	40’
Max. Building Height	Two stories	Story and one-half	25’
Min. Living Area (Total)			
One Story	1,400 SF	1,300 SF**	800 SF
Two Story	1,800 SF	N/A	650 SF (ground floor)
*The maximum number of Dwellings within each Area may vary by up to ten percent (10%); however, in no case may the maximum number of Dwellings on the Real Estate exceed 177.			
**However, a maximum of fifteen percent (15%) of the Dwelling Units within Area II may have a Minimum Living Area of 1,180 square feet.			

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

Architectural Standards: The proposed PUD Ordinance defaults to the UDO's single-family architectural standards (Article 6.3(C)) and includes additional architectural requirements for single-family homes. The additional requirements address streetscape diversity; building materials; corner breaks; windows; stoops and porches; roof design; and garage doors. The PUD Ordinance also incorporates a Character Exhibit (see **Exhibit 4**) that is "designed to capture the intended architecture of Dwellings to be constructed on the Real Estate within each Area".

Landscaping Standards: The proposed PUD Ordinance defaults to the UDO's landscaping standards, with the following exceptions:

External Street Frontage Landscaping: As proposed, the standards of Article 6.8(M)(1) would not apply. Instead the proposed PUD Ordinance would require an eighty (80) foot landscaping area containing a double staggered row of evergreen trees planted 15' on center along Ditch Road, consistent with the Original PUD Ordinance.

Buffer Yard Requirements: As proposed, the standards of Article 6.8(N) would not apply.

Design Standards: As proposed, the PUD Ordinance establishes alternative design standards from the Underlying Zoning District. The development standards of note are briefly highlighted below.

Open Space and Amenity Standards: The Proposed Ordinance increases the minimum open space required to twenty-one percent (21%), from the UDO's requirement of fifteen percent (15%) for the SF5 Zoning District.

Pedestrian Network Standards: In addition to the Pedestrian Network Standards of the UDO, the proposed PUD Ordinance requires pedestrian paths as generally depicted on the concept plan.

CHANGES SINCE THE PUBLIC HEARING

The petitioner has made a number of changes to the Proposed Ordinance in response to Council, Plan Commission, Department, and public comments. The first change is to the Applicability section of the Proposed Ordinance. The petitioner has added a point of clarification that changing the zoning to residential will be deemed the final increase to Residential District 2 of the Original PUD Ordinance; additionally, the area subject to this PUD Ordinance will not be included when calculating an increase or decrease to any of the business districts of the Original PUD Ordinance.

The next few changes were to the General Regulations section of the Proposed Ordinance. The Maximum Number of Dwellings was decreased to 177 from the 180 originally proposed, and the number of units per area was adjusted to reflect what is proposed on the Concept Plan and Primary Plat. Originally, the Proposed Ordinance established a Maximum Building Height of 25' for both areas of the PUD, this has been changed to two stories for Area I and story and one-half for Area II. The last two changes in this section related to the Minimum Living Area for homes in Area II. The Proposed Ordinance increased the minimum for Single Story homes to 1,300 SF from the 1,180 SF originally proposed, while still allowing a maximum of 15% of the Dwelling Units to have the originally proposed minimum of 1,180 SF. The Proposed Ordinance then eliminates the Minimum Living Area for two story homes as they are not permitted in Area II.

Changes were also made to the Development Standards section of the Proposed Ordinance. The Streetscape Diversity standard was updated to apply as an addition to the UDO's standard of the same name, previously it was proposed as a replacement to the UDO standard. Additionally, the Proposed Ordinance now prohibits vinyl and aluminum siding. The last architectural change to the proposal was to increase the Minimum Roof Overhang to twelve (12) inches, from the eight (8) that was previously proposed. One change was made to the Landscaping Standards as well. The Proposed Ordinance now defaults to the Minimum Lot Landscaping Requirements of the UDO instead of proposing an alternative standard.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the Property as "Suburban Residential". The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions; however, below is a general summary of the goals and objectives of the Comprehensive Plan for this Property:

The development policies for "Suburban Residential" include: (i) promote the protection of the existing suburban character of the area; (ii) ensure that new development adjacent to existing suburban is properly buffered; (iii) ensure development occurs in a way that is contiguous with existing development; (iv) design developments such that back yards are not adjacent to collector or arterial streets unless uniform attractive screening is provided; (v) prevent monotony of design and color that applies to the collective impact of an entire development; (vi) emphasize connectivity between subdivisions, and avoid creating isolated islands of development; (vii) encourage quality and useable open space; (viii) encourage development of bicycle and pedestrian facilities in new development to improve connectivity; and (ix) land that is characterized by steep slopes or other natural limitations should be left natural or developed at rural, rather than suburban densities.

The development policies for "residential design standards" include: (i) encourage neighborhoods that do not have the appearance of "production" housing; (ii) evaluate new residential development on the basis of overall density and the relationship that density to effective and usable open space preservation, rather than on lot sizes; and (iii) encourage variety and diversity in housing while maintaining a distinct style or character and avoiding the appearance of "cookie cutter" subdivisions.

The development policies for "open space and recreation" include: (i) design open space to form an interconnected network, with provisions or linkages to existing or potential open space; (ii) maintain and preserve stream corridors, woodlands, hedge rows, or other valuable natural and historic resources; (iii) provide parks and recreational facilities in new development to accommodate the needs of the community as it grows; and (iv) recognize that in addition to the amount of open space, that the location and configuration of open space is of importance and should not be an afterthought based on a determination of unusable land.

Thoroughfare Plan: The following corridors are impacted by the development of the Property: (i) Secondary Arterial: Ditch Road, (ii) Local: Sunbrook Way, and (iii) Alternative Transportation Plan: perimeter pathways along perimeter streets and sidewalks along internal streets.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the June 4, 2018, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the December 10, 2018, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its February 4, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 12**).

City Council

Introduction:	December 10, 2018
Eligible for Adoption:	February 11, 2019
Submitted by:	Pam Howard, Senior Planner Economic and Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, December 17, 2018, 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.	1812-PUD-30
Ordinance No.	18-52
Petitioner	William Tres, LLC, by OnPointe Land Matters, LLC
Description	An amendment to the Springmill Trails PUD District to change the zoning of approximately 57.63 acres +/- to the Gristmill Crossing: Residential District to accommodate a Single-Family residential development.

On February 4, 2019, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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



Matthew S. Skelton, Secretary

February 5, 2019

Date



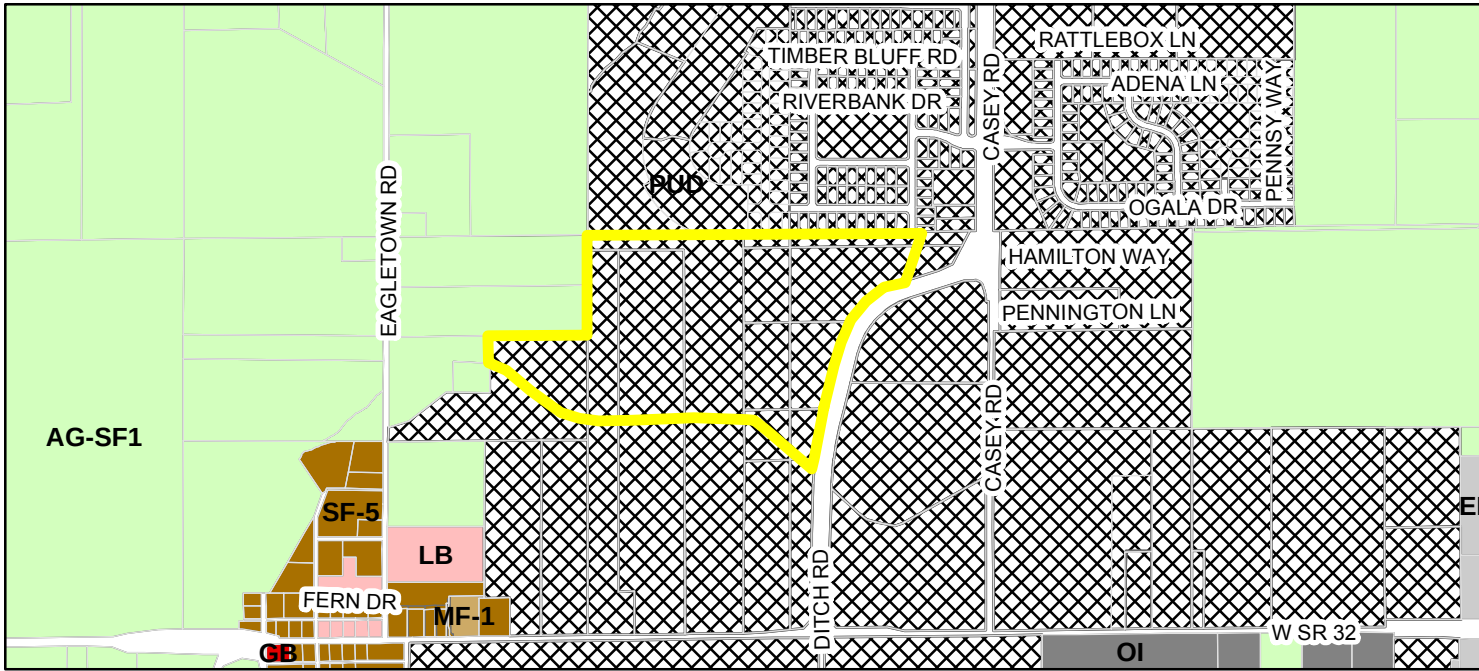
Property Location Map
Gristmill Crossing PUD
1218-PUD-30, 1812-ODP-20, & 1812-SPP-20



Aerial Location Map



Zoning Map



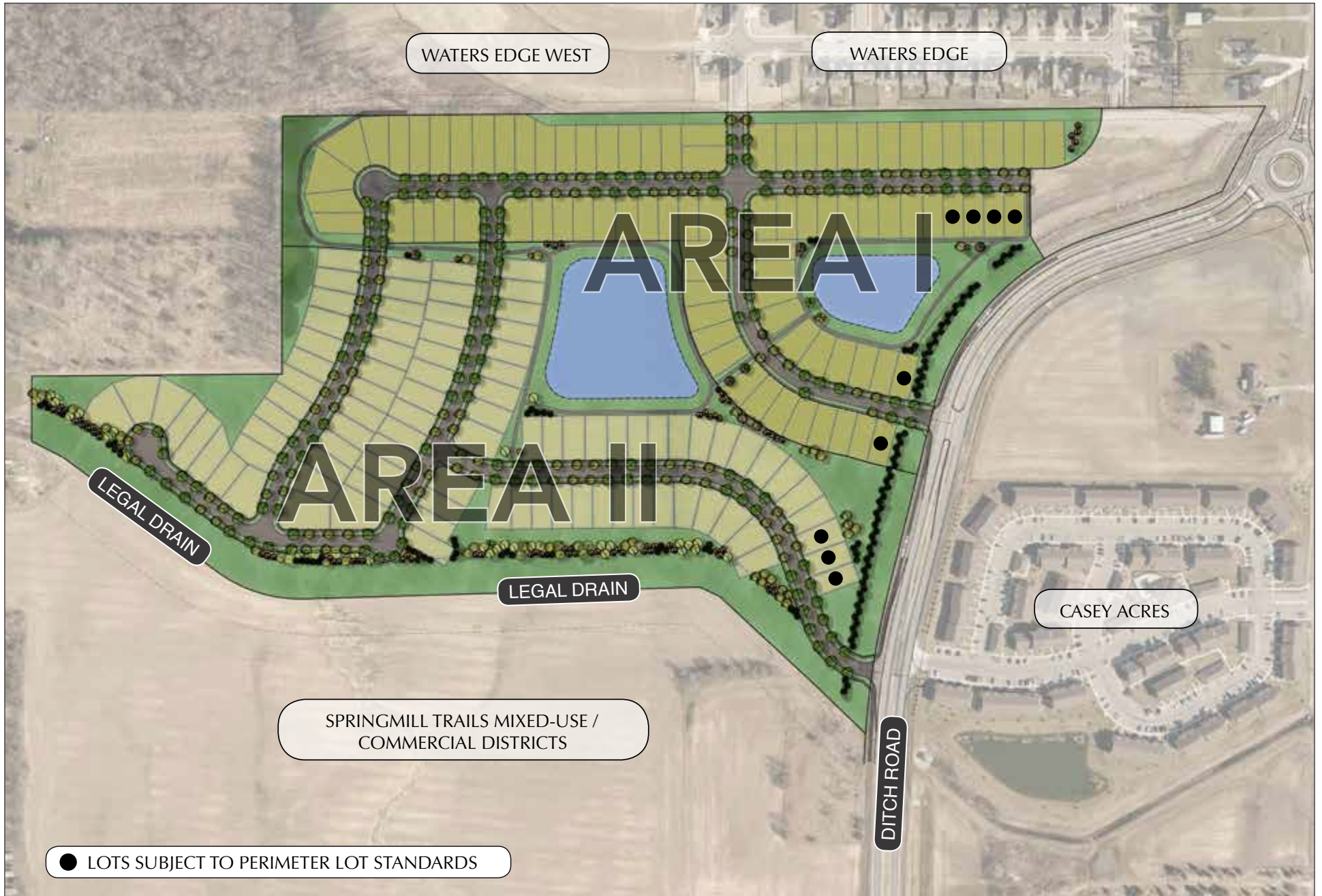
Parcel	LB (Local Business)
Zoning - All	MF-1 (Multiple Family - 1)
Zoning	OI (Open Industrial)
AG-SF1 (Agriculture - Single Family - 1)	PUD (Planned Unit Development)
EI (Enclosed Industrial)	SF-5 (Single Family - 5)
GB (General Business)	

AREA I



AREA II





WRITTEN PUBLIC COMMENTS

Docket Number: 1812-PUD-30 & 1812-ODP-20 & 1812-SPP-20
Petitioner: William Tres, LLC
Request: Petitioner requests an amendment to the Springmill Trails PUD District to change the zoning of approximately 57.63 acres +/- to the Gristmill Crossing: Residential District to accommodate a Single-Family residential development.

Enclosed Attachments:

February 4, 2019 Recommendation

- | | |
|----------------------------|------------|
| 1. Graham, Todd M. | (11/07/18) |
| 2. Larsen, Christopher | (12/17/18) |
| 3. Dickman, Joe | (12/18/18) |
| 4. Misinski, Maureen | (12/20/18) |
| 5. Schueler, Aaron | (12/20/18) |
| 6. Perry, Aaron | (12/21/18) |
| 7. Schueler, Aaron | (01/13/19) |
| 8. Haaning, Claudia | (02/04/19) |
| 9. Burke, Dee | (02/04/19) |
| 10. Phelps, Paul and Sarah | (02/04/19) |

To whom it may concern, as a resident living at 1250 Hazy Falls Blvd. in Water's Edge at Springmill Trails, Westfield, I'd like to express my excitement and support for the npoint proposed change of zoning, from the existing mixed-use and commercial districts to permit a single-family neighborhood. I am referring to the 58 acres located on the West of Ditch Road, approximately 1,100 feet North of State Highway 32 in Westfield, Hamilton County, Indiana.

Recently a large number of Water's Edge Residents have gathered to express their desire to move from the area based solely on concerns for that commercial use of the property. Residents would; however, remain comfortably in the area if the npoint proposal was allowed. Residential homes built in similar fashion would be beneficial and a welcomed addition to the area.

Thank you,

Todd M. Graham
Veteran USAF, (317) 476-1137

*Only those who realize the depth of their sin can appreciate the complete forgiveness
that God offers through faith in Jesus.*

Pamela Howard

From: Christopher Larsen <cslarsen@ymail.com>
Sent: Monday, December 17, 2018 1:30 PM
To: APC
Subject: 1812-PUD-30

Members of APC,

I'm writing you as I am not sure if I will be able to make it to the public hearing regarding 1812-PUD-30 (PUD). I am opposed to this development. The reason I am opposed is that this is the only area near where the planned Springmill Trails PUD amenity center is going that is not yet developed. This is important, because we have been promised an amenities area for all of the Springmill Trails neighborhoods and I'm not sure the 2.5 acres near the roundabout, east of this development, will be large enough. If this PUD is developed as planned there will be no space to adjust for the amenity center that has not been approved yet.

My greatest concern is parking. The current plans I have seen for the amenity center show a total of 10 parking spaces planned. There are 204 lots in Spring Orchard and 70 lots in Shelton Cove and I'm pretty sure most of those residents will driving, and not walking, across Casey Rd to visit their amenities. I believe most residents from William Trace and Waters Edge West will also be driving their family to the pool. 10 parking spaces is nowhere near enough. I have seen a neighborhood like Countryside easily fill its parking lot. For prospective Countryside has around 969 lots, not counting Townhomes at Countryside or Mapleton at Countryside, with this PUD Springmill Trails will be around 778 homes.

The second concern I have is traffic. Per the plans, the main access to the amenity center will be through Waters Edge via Viewpoint Ln and the new road being built with this PUD. I don't know of a better way, but there will be increase traffic to on these roads and by these homes.

My final concern is following through on promises. Springmill Trails was approved back in 2011 and that plan fell through. Now the new developers are hiding behind the excuses of having to find the money and having to piece it together. We have gotten a letter early this year from our HOA and we were promised a playground in fall of this year, but never got it. Currently, I can not trust that this center will fit the needs of Springmill Trails or that it will be built by Memorial Day of 2019, which is the current date we have gotten from the developer, Travis May. My family specifically chose the neighborhood we built in due to the promised amenities. We were not told at that time that the amenities would be shared amongst so many neighborhoods. Since that is the case, then the amenities need to be such that can accommodate 700+ homes. Lastly, when we built in our neighborhood, we paid \$1000 towards to amenities. I believe all the neighborhoods of Springmill Trails were asked to do so. If that is the case, why has this project not been able to be funded? Although I understand and sympathize with the developers that another neighborhood is needed, I think the amenities need to be addressed first.

On a side note, I know that the Neighbor Meeting took place and only adjacent properties need to be invited, but this PUD is part of Springmill Trails and, I believe, all neighborhoods of Springmill Trails should have been invited to the that meeting.

Thank you for listening and taking the time to read this!

Christopher Larsen

1275 Reichart Dr, Westfield, IN 46074
317-697-2724

Pamela Howard

From: Joe Dickman <joedickman32@gmail.com>
Sent: Tuesday, December 18, 2018 6:08 PM
To: APC
Subject: Gristmill Crossing Neighborhood.

Hello Everyone,

My name is Joe Dickman and I live at 1299 Hazy Falls Blvd and have since 2015. I was at the meeting last night and I believe I was the only one besides Maureen that is going to be directly affected by the development. I get the amenities are important to some more than others and I don't quite understand why a pool is a number one priority.

Honestly, if they build the pool where they have it now for five neighborhoods and 1k houses it is going to be a joke. There is no way that piece of land will be big enough for a pool for that many houses and it will just cause needless HOA dollars to maintain it. Can't they just put in the middle of the new neighborhood? Make them dedicate some land to it since MI, Arbor, and Ryan were not made to.

That is another thing I have never been able to understand, how can the city require a developer to put something in and then have the residents pay to maintain it? My family will never use it because it will be so overcrowded that it won't be enjoyable and if anyone thinks it won't they are crazy, but I will still have to pay HOA dollars to maintain it.

We have 19 kids just on my street that are out every summer and hard telling how many kids in the neighborhood. I know there is enough that one school bus is dedicated just to Waters Edge if that gives you an idea. So why not build basketball courts, tennis courts, playgrounds, and trails? Westfield it putting a giant YMCA right down the road everyone can swim there. If the developer has 509k right now throw in a couple of playgrounds, finish the trails, and put in other things than an overcrowded money pit of a pool.

As you can tell I could care less about the amenities but there has to be a middle ground somewhere. My main concern is that houses get approved to be built that is all I really care about. I know you all said this PUD had been in place forever and I was told at one point when they were shooting for apartments that it couldn't be rezoned for houses but I hope this is approved. The last thing we want is more apartments. I honestly think that if you get the developer to build a couple of small playgrounds and finish the trails people will quiet down about the pool. One pool is not going to do it anyway. There are plenty of easements in MI that could take small playgrounds, one on Hazy Falls for sure.

And for the developer to throw the fishing pond and a couple of gazebos out was pretty much a slap in the face. Thank you for your time and I hope to see QUALITY HOUSES behind mine sometime in the future.

Thank you for your time and your hard work.

Joe Dickman

Docket Number: 1812-PUD-30 & 1812-ODP-20 & 1812-SPP-20
Public Hearing 12/17/18

William Tres, LLC

Petitioner requests an amendment to the Springmill Trails PUD District to change the zoning of approximately 58.26 acres +/- to the Gristmill Crossing PUD to accommodate a Single-Family residential development.

Public Comments - 12/19/18

Proximity of Amenity Center to our Home

Our house at 18097 Viewpoint Lane is the last house on the southeast corner of the Waters Edge Development. We have lived here since 2013. Adjacent to our property on the south side is a 25 ft. Common Ground area owned by MI Homes. The distance from our house to the edge of the Common Ground is 25 feet. This means that our house directly abuts the land being proposed for an Amenity Center.

We understand that the Public Hearing held 12/17/18 was to change the zoning to allow for single family home development. We believe it is important for everyone on the Planning Commission and the City Council to know that the proposed Amenity Center for six housing developments in the Springmill PUD is 25 feet from our house.

As the owners of 18097 Viewpoint Lane, we did not buy this house to live next to an Amenities Center with a pool and volleyball court located 25 ft. from our house. With this Center only being 25 feet away we will not have any privacy on our back patio. We currently enjoy our patio and prefer not to be exposed to the increased noise from people and increased traffic.

In the original Springmill PUD plan, Residential 2 was originally not intended as far south as our house is. Originally, single family detached residential homes like ours were not envisioned for mixed use areas, but somehow MI Homes got approval for this.

Are there any regulations that state the acceptable distance between a personal residence and a mixed use area like the Amenity Center?

Personal and financial Impact

Out of all the houses in the six developments, our house is the only one that will be most affected personally and financially. This is not fair or equitable.

We fear that we will not be able to sell our house and if we do, it possibly will have to be sold at a lower price because of the Amenity Center being 25 ft. away and the increased traffic due to opening Viewpoint Lane. I (Maureen Misinski) will be retiring soon and planned to use the equity in this home as part of my retirement funds. I cannot afford to lose money on this house because of the Amenity Center and opening of Viewpoint Lane. It is not fair or equitable to have this burden only placed upon us.

Traffic flow in and out of Gristmill and Waters Edge

The Concept Plan shows two entrances off Ditch Road into Gristmill and two entrances from Waters Edge into Gristmill; one on the west side of Waters Edge - Sunbrook Way and one on the east side - Viewpoint Lane.

We understand the need to connect developments, but cannot support opening Viewpoint Lane unless there is a direct entrance from Ditch Road to the proposed Amenity Center instead of the entrance being off Viewpoint Lane. If you look at the concept plan, you will see the main entrance for the Amenity Center is right off of Viewpoint Lane on the left. The second entrance will be off Ditch Road and through the Gristmill Development.

With six developments using this Amenity Center, the majority of people will come in the main entrance of Waters Edge off Casey Road and then use Viewpoint Lane to get to the Amenity Center. The majority of people will have to drive to the Amenity Center at the proposed location. At the hearing, someone stated that many of the people who will use this Amenity Center will either walk or cycle. We disagree with this statement because the proposed location is not centrally located. People will always use the easiest route and that means increased traffic through the Waters Edge development and an increased safety risk for those who do walk or cycle. In addition, the safety of the neighborhood children is at stake. Currently, when turning onto Viewpoint Lane, many drivers think it is a drag strip, speed up, and go far above the 25 mph. Hardly a week goes by without someone posting about cars speeding through the development.

On Page 5 of the staff report(1812-ODP-20 & 1812-SPP-20), the Development Plan Review Criteria states that management of traffic will be in a manner that creates conditions favorable to health, safety, convenience and the harmonious development of the community such that:

- 1) The design and location of proposed street and highway access points shall minimize safety hazards and congestion
- 2) The capacity of adjacent streets and highways is sufficient to safely and efficiently accept traffic that will be generated by the new development
- 3) The entrances, street, and internal traffic circulation facilities in the proposed development are compatible with existing and planned street and adjacent development.

Having the main access to the Amenity Center right off Viewpoint Lane does not meet any of these conditions. Viewpoint Lane should remain a dead end street, unless the entrance to the Amenity Center is off Ditch Road and not Viewpoint Lane.

At the Public Hearing 12/17/18, the developer's representative reported that Public Works would not sign off on an entrance to the Amenity Center off of Ditch Road. I understand that public works said no to a curb cut out for the Amenity Center due to the proximity of it to the round-a-bout and there is a minimum distance away from the round-a-bout for safety purposes. Instead of having the access to the Amenity Center off Viewpoint why not only have access off the east road leading into Gristmill.

Parking

The plans submitted for the Amenity Center included 10 parking spaces and the developer at the hearing stated they would be adding another 10 parking spaces. This means there will be 20 parking spaces for residents from six developments. There is no way that this is enough parking for six developments. While the developer said most people will walk or cycle to the Amenity Center and parking will not be an issue, we find this statement to be false. Many families in the

other developments and even from Water's Edge will drive to the Amenity Center for their safety. Walking across Casey Road with bags of towels, pool toys, and children is just asking for a major accident to occur. If there are no available parking spaces at the Amenity Center, people will park on Viewpoint Lane and the street in Gristmill adjacent to the Amenity Center even with No Parking signs posted. This occurs currently in Waters Edge causing traffic flow and safety issues.

This is an unfair burden to those of us who live along Viewpoint Lane. It does not make sense to have the entrance to the Amenity Center off Viewpoint Lane. The residents along Viewpoint Lane should not have to deal with this increased traffic. Waters Edge is a residential area not an access road. This is a family neighborhood and residents use the outside space for multiple street activities. This is a very active residential community.

Environmental Buffers

What environmental buffers would be erected to buffer the pool/development from the residential area on Hazy Falls and Viewpoint Lane? The Buffer Yard Requirement does not mention Waters Edge Development, esp. Hazy Falls Blvd and Viewpoint Lane. My daughter and I raised this issue at the preliminary neighborhood meeting with the developer and have a meeting scheduled with him on Friday 12/21/18.

Drainage Issues

There is poor drainage on the MI Common Ground and land south of the Common Ground. We have a continuous and constant issue with water drainage and fear that this will increase with the development of the Amenity Center and Gristmill. Our fears about the poor drainage have been validated by the staff at Hamilton County Soil and Water, a local hydrogeologist, and Westfield Soil maps. The developer also noted that there is a high water table. In the Staff Report there are multiple standards about drainage and comments from staff document that the petitioner is coordinating with applicable departments, HCSO, and WPWD.

If we have increased drainage issues because of this development who would be responsible and who do we call; the developer, the city, or both?

Location of the Amenity Center

The Amenity Center location should to be changed to a more central location with adequate parking and access that does not increase traffic through a residential development. Why not relocate it further west into the Gristmill development? Why not plan an Amenity Center like the one in Countryside? Centrally located, two pools, basketball courts, ample parking and not adjacent to any houses? Why not send out a needs assessment to the residents before approving this Amenity Center?

Residents from all the developments were promised an Amenity Center when they bought lots and this has never been built. The developer needs to be asked why this location? Why not on the other side of Ditch Road where there is more space to accommodate parking and to make it a true community amenity center? The present location makes no sense and seems like the developer is trying to fit a square peg in a round hole. The Amenity Center placement should have been planned before the neighborhoods started being built in a centralized location for all to have equitable access. If we had known the Amenity Center was going to be in our backyard we would not have chosen our lot.

We should not dwell on the mistakes made by previous developers for not providing Amenity Centers, but should concentrate on how to provide an Amenity Center that will meet the needs of residents in six developments without placing an unfair personal and financial burden on one homeowner. Reviewing plans is important, but the impact on the people most affected also needs to be considered.

We support the developer in planning the Gristmill housing development instead of commercial properties, but are adamantly against the Springmill PUD Amenity Center being placed 25 feet from our house.

Submitted by
Maureen and Tamara Misinski
18097 Viewpoint Lane
Westfield, Indiana 46074

Pamela Howard

From: Aaron Schueler <aaronschueler@gmail.com>
Sent: Thursday, December 20, 2018 10:13 PM
To: APC; Council Members
Subject: Springmill Trails

Westfield City Council members:

I am writing as a frustrated and concerned Westfield homeowner in William Trace, part of the Springmill Trails development. I was unable to attend the APC meeting Monday but I want to share some serious concerns about the potential new development within Springmill Trails, Gristmill Trails, by the same developer that has misled and blatantly lied to current homeowners countless times. This developer is Travis May and I am sure you are familiar with him. There have been numerous comments by current homeowners and I want to echo many of the concerns that I am sure you have heard from others.

My primary concern is that this developer has misled and lied to current homeowners for a long time under the excuse that the prior 'master developer' made the commitments and after this master developer 'portioned off' the development to other developers, there seems to be no accountability to the new developers. Why would the new developers not be held accountable to the commitments made by the master developer originally? This excuse is paper thin and seems like a massive cop out to avoid responsibility for building the amenities that were promised to so many homeowners. I realize that Travis May is not solely to blame and there are other developers involved. I don't know what happened that led to these new developers taking over for the original developer but regardless, they have all made empty promises for years now and they all should be held accountable for these promises. I am not as familiar with all the developers but the one that I am familiar with, Travis May, has lied multiple times to the William Trace homeowners. I will refer to him throughout my email but my comments about Travis likely apply to the other developers as well.

I know that one of the council members, Cindy Spoljaric, made some public comments about requiring the amenity center before considering the new development. I would ask that the entire council also hold this developer Travis May accountable to his previous promised regarding the amenity center prior to even considering a new development. All current homeowners were promised a pool, a basketball court, a volleyball court, a community park among other amenities. NONE of these have been constructed or even started. Given the history of the developers misleading homeowners in the area, I would ask the council to consider not approving this new development until the amenity center is completed fully. A proposal or plan for the amenity center should not be taken seriously given the credibility of this developer. I would not take this developers word based on his history, so please consider making this developer complete the actual amenities for considering approval for the new development.

The other concern that I along with many current homeowners have is the scope of the amenity center, including the pool. Since it is being shared by 4 separate (and now potentially 5) neighborhoods, I would ask that the council hold the developer accountable for a amenity center that is built to scale for these communities. The current designs that Travis has sent to some homeowners shows room for one pool 10 parking spots for example. With over 700 homeowners, two of them across Casey Road and one of them (our neighborhood William Trace) not within walking distance, how is it feasible for the amenity center to only have 10 parking spots?

Also, I have serious doubts about the size of the land south of Water's Edge accommodating a pool big enough for 700+ homeowners. Has the council considered the scope of the amenity center in discussions with the current developer? I would ask that you please keep this in mind throughout discussions with Travis. If the amenity center needs more land, there is certainly enough to build an appropriately sized amenity center in the land that I saw was proposed for the Gristmill Trails neighborhood. The developer should offer some of that land to build an amenity center that is scaled to the size of the neighborhoods that will be using it, especially the pool and parking spaces. I have heard talk of the developer promising completion of the amenity center by Memorial Day 2019. While this sounds phenomenal, if it is not built to scale given the needs of the neighborhood that will be using it, it will only lead to more frustration by the homeowners. Considering that each homeowner paid \$1,000 up front for the amenity center and literally nothing has been built, the developer should have plenty of funds available to build an appropriate amenity center for the size of the community that will be using it.

I appreciate your consideration of these concerns as you continue conversations with the developer(s). I don't assume to speak on behalf of the entire William Trace community but I know many neighbors share the same concerns. If you have any questions, please let me know. Also, if there are any other public meetings where this topic will be discussed, please let me know.

Respectfully,

Aaron Schueler
1307 Reichart Dr
Westfield, IN 46074

Aaron Schueler
Cell: 260-579-3202

Pamela Howard

From: Aaron Perry <jamesperry41@gmail.com>
Sent: Friday, December 21, 2018 10:54 AM
To: Pamela Howard
Subject: Gristmill Proposal

Hello,

My name is James Perry. I am writing this email concerning the Gristmill proposal. I am very happy about this possible development as I think it will be very nice for the area. With that being said, I am greatly concerned about the traffic plans for the planned amenity center. I think that having the only access point being from Viewpont Lane is problematic. As it is, we have many issues with people speeding through the neighborhood and not stopping at stop signs; I see these issue getting worse with an increase in traffic. The other issue I see would be due to the lack of parking. I know that in Countryside they have a much larger parking lot, but they still have an issue with people having to park on the streets. Our streets are that wide and this seems as though it would make it difficult for residents to drive down the road and nearly impossible for emergency vehicles to maneuver through the area. I feel as though an entrance off Ditch Road would prove to be the most beneficial for the project as it would avoid extra congestion in the streets where many kids play. Thank you very much for your time and I do appreciate you considering these issues. Have a Merry Christmas!

James Perry

Sent from my iPhone

Pamela Howard

From: Aaron Perry <jamesperry41@gmail.com>
Sent: Friday, December 21, 2018 10:56 AM
To: Pamela Howard
Subject: Gristmill Proposal

My apologies for the second email, but I wanted to include that I live at 1389 Sunbrook Court in Waters Edge. Thank you.

Sent from my iPhone

Pamela Howard

From: Aaron Schueler <aaronschueler@gmail.com>
Sent: Sunday, January 13, 2019 3:22 PM
To: APC; Council Members
Subject: Re: Springmill Trails

Good afternoon City Council members:

I wanted to provide an update to my previous email. Since my prior email, the developer for our community, Travis May, has reached out to me over the phone to discuss my concerns. We spent considerable time discussing my concerns and Travis shared a lot of info that has changed my perspective on this issue.

While my primary concern of the amenity center for the Springmill Trails neighborhoods (William Trace, Spring Orchard, Waters Edge, and Shelton Cove) remains, after my conversation with Travis I see now that this is a complex issue with many parties responsible for the delay in the amenities that were promised all of these communities. I placed the blame largely at Travis May in my prior email and I realize now that was an uninformed opinion. I think there are many parties at fault in this situation and unfortunately, placing blame for the problem isn't going to help find a solution.

I also believe that Travis is actively trying to find a solution to this complex issue, and I appreciate Travis's efforts to provide at least some of the amenities that were promised to the homeowners of the 4 communities mentioned above. Since our phone conversation, he has emailed me numerous times with detailed information on the planned amenity center. In my previous email, I expressed concern about the scale and scope of the amenity center based on previous designs that had been spread around amongst the Springmill Trails communities. In the emails that Travis has sent me since then, my concerns have mostly been addressed. These updated plans have shown room for a pool, a kiddie pool, a basketball court and also potentially a volleyball court. The updated plans also shows more than 3X as much parking as the original plan, which was a primary concern of many after the first plan showed only 10 parking spots.

I have been encouraged by my conversations with Travis recently and I am optimistic about the current plans for an amenity center. After discussions with my neighbors, the only concern I have had raised to me is whether the pool would be big enough to support the 4 (and soon to be 5) communities. Travis has told me that he would send more information to justify the size of the pool for the size of the communities. As long as the size of the pool is in line with expected demand from the communities, then I would support Travis's most recent proposal for the amenity center for the Springmill Trails communities.

Lastly, I understand from my conversations with Travis that funds from the new Gristmill Trails community would be necessary to support the cost of the amenity center. As stated above, as long as Travis commits to building the amenity center as designed in the recent proposal that he has sent me in a timely manner and the pool size is sufficient enough for the # of homes that would be using it (767 homes based on Travis's most recent email to me), then I would support the new community being approved. In regards to timing, Travis has indicated to me that he would aim for an opening by or close to Memorial Day as long as construction begins soon, pending city approval. I think that once the city approves the amenity center, it would be a great sign of faith if Travis were to keep his word and keep to that timeline considering the delay that these communities have experienced to this point.

Please let me know if you have any questions.

Sincerely,

Aaron Schueler
Cell: 260-579-3202

On Dec 20, 2018, at 10:12 PM, Aaron Schueler <aaronschueler@gmail.com> wrote:

Westfield City Council members:

I am writing as a frustrated and concerned Westfield homeowner in William Trace, part of the Springmill Trails development. I was unable to attend the APC meeting Monday but I want to share some serious concerns about the potential new development within Springmill Trails, Gristmill Trails, by the same developer that has misled and blatantly lied to current homeowners countless times. This developer is Travis May and I am sure you are familiar with him. There have been numerous comments by current homeowners and I want to echo many of the concerns that I am sure you have heard from others.

My primary concern is that this developer has misled and lied to current homeowners for a long time under the excuse that the prior 'master developer' made the commitments and after this master developer 'portioned off' the development to other developers, there seems to be no accountability to the new developers. Why would the new developers not be held accountable to the commitments made by the master developer originally? This excuse is paper thin and seems like a massive cop out to avoid responsibility for building the amenities that were promised to so many homeowners. I realize that Travis May is not solely to blame and there are other developers involved. I don't know what happened that led to these new developers taking over for the original developer but regardless, they have all made empty promises for years now and they all should be held accountable for these promises. I am not as familiar with all the developers but the one that I am familiar with, Travis May, has lied multiple times to the William Trace homeowners. I will refer to him throughout my email but my comments about Travis likely apply to the other developers as well.

I know that one of the council members, Cindy Spoljaric, made some public comments about requiring the amenity center before considering the new development. I would ask that the entire council also hold this developer Travis May accountable to his previous promises regarding the amenity center prior to even considering a new development. All current homeowners were promised a pool, a basketball court, a volleyball court, a community park among other amenities. NONE of these have been constructed or even started. Given the history of the developers misleading homeowners in the area, I would ask the council to consider not approving this new development until the amenity center is completed fully. A proposal or plan for the amenity center should not be taken seriously given the credibility of this developer. I would not take this developer's word based on his history, so please consider making this developer complete the actual amenities for considering approval for the new development.

The other concern that I along with many current homeowners have is the scope of the amenity center, including the pool. Since it is being shared by 4 separate (and now potentially 5) neighborhoods, I would ask that the council hold the developer accountable for an amenity center that is built to scale for these communities. The current designs that Travis has sent to some homeowners shows room for one pool 10 parking spots for example. With over 700 homeowners, two of them across Casey Road and one of them (our neighborhood William

Trace) not within walking distance, how is it feasible for the amenity center to only have 10 parking spots?

Also, I have serious doubts about the size of the land south of Water's Edge accommodating a pool big enough for 700+ homeowners. Has the council considered the scope of the amenity center in discussions with the current developer? I would ask that you please keep this in mind throughout discussions with Travis. If the amenity center needs more land, there is certainly enough to build an appropriately sized amenity center in the land that I saw was proposed for the Gristmill Trails neighborhood. The developer should offer some of that land to build an amenity center that is scaled to the size of the neighborhoods that will be using it, especially the pool and parking spaces. I have heard talk of the developer promising completion of the amenity center by Memorial Day 2019. While this sounds phenomenal, if it is not built to scale given the needs of the neighborhood that will be using it, it will only lead to more frustration by the homeowners. Considering that each homeowner paid \$1,000 up front for the amenity center and literally nothing has been built, the developer should have plenty of funds available to build an appropriate amenity center for the size of the community that will be using it.

I appreciate your consideration of these concerns as you continue conversations with the developer(s). I don't assume to speak on behalf of the entire William Trace community but I know many neighbors share the same concerns. If you have any questions, please let me know. Also, if there are any other public meetings where this topic will be discussed, please let me know.

Respectfully,

Aaron Schueler
1307 Reichart Dr
Westfield, IN 46074

Aaron Schueler
Cell: 260-579-3202

Pamela Howard

From: Claudia Haaning <claudia.haaning@gmail.com>
Sent: Sunday, February 3, 2019 4:28 PM
To: Pamela Howard
Subject: Gristmill Crossing

I live in Spring Orchard and I am also concerned about the amenity center. There are approximately 590 families who have built homes and been promised/ sold on the fact that we are getting one? Each of us also paid \$1k at closing? Where is our money? Isn't this fraud? Why aren't you addressing this? Why are you even considering more PUDs before this is resolved? Not possible promises if the PUDS are approved - resolved! Do you need something from us as homeowners? Even if there is now another developer as Springmill Trails went bankrupt (?), the new developer knew what they were buying into and also knew the homeowners had paid money for an amenity center. Westfield step up! Protect us! Fight for us! Why aren't you being held accountable?

Claudia Haaning
Concerned Homeowner

Sent from my iPhone

Pamela Howard

From: Dee Burke <dburke1951@me.com>
Sent: Monday, February 4, 2019 12:27 PM
To: APC

I am very concerned about Gristmill development and the proposed amenity center as it will sit right next to a private home, not have enough parking, poor access and very small lots leading to too high density for too little acreage. The plans for the two developments north of 186th St same thing Casey road nor 186th St have proper drainage, road condition or design for these developments. Where is the infrastructure as far as traffic flow or schools for the proposed number of homes? The PUD for Springmill Trails is not being upheld from the original plans and I do not see how layering more development will resolve it. The original PUD for Springmill Trail needs to be made accountable and put in place first. Home buyers in Arbor, MI, Davis and Olthoff have paid into "promised amenities" that were approved in original PUD and not one of them is being held accountable as well as Platinum Properties side stepping this and is the developer at least for Lancaster without a builder named. We don't need anything else that will be promised and not finished or started and abandoned.

Sent from my iPhone

Pamela Howard

From: Sarah Dale Phelps <sarah.mktg2007@gmail.com>
Sent: Monday, February 4, 2019 2:42 PM
To: APC

Our family is very concerned with the amenities and other PUDs coming to our area. We have paid into this PUD and have nothing to show for it. The amenity area that we are being "promised" is not adequate in size. The size being proposed is barely big enough for one small neighborhood let alone the several that are to use it. On adding more neighborhoods to the area, the road structure is not able to withstand the amount of traffic flow. The roads are too narrow. Many times when making turns from 186 to Casey Rd and vice versa, I have to turn into the other lane to make sure my car stays on the road. I have watched many items constructions trucks struggle to make the turn as well as regular size vehicles. Please strongly consider not approving these additions till roads are able to hold the traffic and until the original pud has the adequate size amenities and location of what we were promised and what we pay for. We are paying about 400 each year for nothing and a poor management system that is managing us and the fact we all gave 1000 when we closed towards amenities we dont have.

Sincerely,
Paul and Sarah Phelps
Residents of Spring Orchard

**COMMITMENTS CONCERNING USE
AND DEVELOPMENT OF REAL ESTATE**

Document Cross Reference Instrument No. 2014050077 and 2014050081

William Tres Development (the "Applicant"), makes the following commitments to the Common Council for the City of Westfield, Hamilton County, Indiana, in connection with the use and development of real estate generally located at the southwest corner of Ditch Road and Casey Road, and more particularly described in Exhibit A attached hereto (the "Real Estate");

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

WHEREAS, Article 10.6 Commitments of the Unified Development Ordinance provides that an Applicant may be required or allowed to make a commitment to the Plan Commission as a condition to the use or development of real estate in connection with the approval of a change of zoning proposal; and,

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 11-19 (the "Springmill Trails PUD District"), on September 12, 2011; and,

WHEREAS, on December 17, 2018, the Westfield-Washington Township Advisory Plan Commission (the "Plan Commission") held a public hearing concerning the Applicant's petition requesting a change of zoning for the Real Estate from the Springmill Trails PUD District to the "Gristmill Crossing: Residential District" Planned Unit Development District, numbered and docketed as 1812-PUD-30 (Ordinance 18-52) (the "Ordinance"); and,

WHEREAS, on February 4, 2019, the Plan Commission forwarded the Ordinance to the Common Council with a favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505; and,

WHEREAS, as a condition to approving the Ordinance, the Common Council and Plan Commission seek various commitments by Applicant, and Applicant now desires to make said commitments as further defined herein (the "Commitments"); and,

WHEREAS, the Applicant has filed an application for approval by the City of a secondary plat and related infrastructure, numbered and docketed as 1812-SFP-49 (the "Secondary Plat"), as generally depicted in Exhibit B; and,

WHEREAS, the Applicant has also filed a detailed development plan application for approval by the City of an amenity center, numbered and docketed as 1812-DDP-34 (the "Amenity Center"), as generally depicted in Exhibit C, to be located on Lot 1 of the Secondary Plat; and,

NOW, THEREFORE, the Applicant hereby makes the following commitments regarding the use and development of the Real Estate:

Section 1. Description of Real Estate. These Commitments shall apply to the 57.36 acres± generally identified as Block 1 of the Secondary Plat and more particularly described in **Exhibit A** attached hereto (the "Real Estate"). The Real Estate consists of two (2) proposed residential subdivisions, as set forth in the Ordinance, known as "Area I: The Highlands at Gristmill Crossing" and "Area II: The Meadows at Gristmill Crossing".

Section 2. Statement of Commitments. The Applicant hereby makes the following binding Commitments:

- A. Amenity Center: No improvement location permit (building permit) for a non-model home on the Real Estate shall be issued by the City prior to the substantial completion of the Amenity Center. Substantial completion shall be defined as completed construction or installation of the parking area, mounding and landscaping, and the issuance of a certificate of occupancy for the pool and pool house.
- B. Renting and Leasing: The following text shall be included in the Declaration of Covenants and Restrictions (CCRs) applicable to Area II: The Meadows at Gristmill Crossing:

Renting and Leasing. Notwithstanding anything to the contrary herein, at least seventy-six (76) of the units shall be owner occupied. Owner occupancy includes ownership by an immediate family member of at least one (1) person residing in the unit or a trust of which the occupant is settlor, grantor, trustee or beneficiary. As long as one unit satisfies the definition of owner occupancy, then the adjacent unit may be used to support independent living arrangements for the residents in the other unit. No renting or leasing of the units to a third party for income shall be permitted except in the case of (i) hardship as defined in this paragraph and (ii) acquisition of a unit by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the owner shall be entitled to lease the unit for residential purposes. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a unit significant financial harm shall occur to the owner. The owner must inform the homeowners' association of the specific circumstances of the hardship, and provide the homeowners' association with a copy of the lease. All lease or rental agreements must be in writing, and they shall be immediately provided to the homeowners' association. Units shall not be leased for an initial term of less than one (1) year, nor for less than thirty (30) days for any term thereafter.

- C. Enhanced Maintenance: A mandatory maintenance fee(s) shall be required as part of the homeowners' association dues assessed to units within Area II: The Meadows at Gristmill Crossing. Maintenance of all lots within Area II: The Meadows at Gristmill Crossing shall be provided by the homeowners' association for the following: (i) season long lawn fertilization program; (ii) snow removal of driveways and sidewalks; and, (iii) annual spring installation of mulch.

- D. Springmill Trails Amenity Association: The Real Estate shall be incorporated into and subject to the Declaration of Covenants and Restrictions (CCRs) of the Springmill Trails Amenity Association, Inc., recorded as Instrument No. 2012071974 in the Office of the Recorder of Hamilton County, Indiana.

Section 3. **Binding Effect.** These Commitments shall continue in effect until modified, terminated, or satisfied, as set forth herein. These Commitments are binding upon the Applicant, each owner of the Real Estate, each subsequent owner of the Real Estate, and each other person acquiring an interest in the Real Estate, unless modified, terminated, or satisfied.

Section 4. **Recording.** The Applicant shall record these Commitments in the Office of the Recorder of Hamilton County, Indiana. The Applicant shall return a copy of the recorded Commitments to the City prior to the issuance of an Improvement Location Permit for the Real Estate.

Section 5. **Enforcement.** These Commitments may be enforced by the City.

Section 6. **Modification or Termination of Commitments.** Except as set forth below, these Commitments may be modified or terminated only in accordance with the Unified Development Ordinance. Once a Commitment has been satisfied, then: (a) the City and Applicant expressly agree that these Commitments, or the satisfied portions thereof, shall be deemed terminated and of no further force and effect; and (b) the City and Applicant, upon either parties request, agree to promptly execute and record a Termination of Commitments to that effect.

Section 7. **Effective Date.** The Commitments contained herein shall be in full force and effect upon the approval of the Ordinance by the Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, William Tres Development, has caused these Commitments to be executed as of this _____ day of February, 2019.

**William Tres Development
("Applicant")**

By: _____
Travis May, its Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this ____ day of February, 2019.

My Commission Expires:

Signature of Notary Public

Residing in _____, Indiana

Printed Name

IN WITNESS WHEREOF, GT Property Development, LLC, hereby agrees to and consents to these Commitments to be executed and binding as of this _____ day of February, 2019.

**GT Property Development LLC
("Property Owner")**

By: _____
Travis May, its Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this ____ day of February, 2019.

My Commission Expires: _____
Signature of Notary Public

Residing in _____, Indiana
Printed Name

This document prepared by: Jesse M. Pohlman, Onpointe Land Matters, LLC
 William Tres Development
 3802 W 96th Street, Suite 210, Indianapolis, Indiana 46268

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: Jesse M. Pohlman

EXHIBIT A
REAL ESTATE

THE FOLLOWING DESCRIPTION WAS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W150193, DATED OCTOBER 23, 2018.

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE WEST LINE OF SAID SOUTHEAST QUARTER NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 1400.00 FEET TO A MAG NAIL; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS EAST A DISTANCE OF 21.67 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 73 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 137.99 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 52 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 310.95 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE SOUTH 88 DEGREES 34 MINUTES 42 SECONDS EAST A DISTANCE OF 283.05 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 203.75 FEET TO A POINT IN LITTLE EAGLE CREEK DRAIN AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST A DISTANCE OF 166.77 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE NORTH LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NO 9207276; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST A DISTANCE OF 639.81 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 659.22 FEET TO A 5/8" REBAR WITH CAP MARKED "MILLER SURVEYING" AT THE NORTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.57 FEET TO A ½ IN. REBAR AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 20 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 774.56 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST A DISTANCE OF 8.82 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 144.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 226.19 FEET, HAVING A CHORD THAT BEARS SOUTH 44 DEGREES 20 MINUTES 01 SECONDS WEST 203.65 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST A DISTANCE OF 41.32 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST A DISTANCE OF 174.00 FEET; THENCE SOUTH 31 DEGREES 06 MINUTES 34 SECONDS EAST A DISTANCE OF 66.68 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 625.00 FEET, ALSO BEING ON THE NORTHWESTERN RIGHT-OF-WAY OF DITCH ROAD; THE FOLLOWING 7 CALLS ARE ALONG SAID NORTHWESTERN AND WESTERN RIGHT-OF-WAY OF DITCH ROAD; 1) THENCE ALONG SAID CURVE A DISTANCE OF 491.45 FEET, HAVING A CHORD THAT BEARS SOUTH 36 DEGREES 21 MINUTES 49 SECONDS WEST 478.89 FEET; 2)

THENCE SOUTH 13 DEGREES 50 MINUTES 15 SECONDS WEST A DISTANCE OF 383.60 FEET;
3) THENCE SOUTH 14 DEGREES 40 MINUTES 34 SECONDS WEST A DISTANCE OF 19.06 FEET;
4) THENCE SOUTH 13 DEGREES 50 MINUTES 29 SECONDS WEST A DISTANCE OF 89.99 FEET
TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET; 5) THENCE
SOUTHWARDLY ALONG SAID CURVE A DISTANCE OF 242.98 FEET, HAVING A CHORD THAT
BEARS SOUTH 10 DEGREES 27 MINUTES 29 SECONDS WEST 242.84 FEET; 6) THENCE SOUTH
05 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 10.38 FEET TO THE P.C. OF A
CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET; 7) THENCE SOUTHWARDLY
ALONG SAID CURVE A DISTANCE OF 102.10 FEET TO A POINT ON THE CENTERLINE OF
LITTLE EAGLE CREEK DRAIN, HAVING A CHORD THAT BEARS SOUTH 05 DEGREES 22
MINUTES 37 SECONDS WEST 102.09 FEET; THENCE LEAVING THE RIGHT-OF-WAY OF DITCH
ROAD, THE FOLLOWING 7 CALLS ALONG SAID CENTERLINE OF LITTLE EAGLE CREEK
DRAIN, MORE OR LESS; 1) THENCE NORTH 45 DEGREES 49 MINUTES 03 SECONDS WEST A
DISTANCE OF 154.44 FEET; 2) THENCE NORTH 47 DEGREES 06 MINUTES 06 SECONDS WEST
A DISTANCE OF 358.81 FEET; 3) THENCE NORTH 64 DEGREES 48 MINUTES 08 SECONDS WEST
A DISTANCE OF 55.53 FEET; 4) THENCE SOUTH 88 DEGREES 17 MINUTES 02 SECONDS WEST
A DISTANCE OF 1011.64 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS
OF 360.00 FEET; 5) THENCE ALONG SAID CURVE A DISTANCE OF 240.90 FEET, HAVING A
CHORD THAT BEARS NORTH 72 DEGREES 33 MINUTES 43 SECONDS WEST 236.43 FEET; 6)
THENCE NORTH 53 DEGREES 23 MINUTES 32 SECONDS WEST A DISTANCE OF 489.16 FEET;
7) THENCE NORTH 63 DEGREES 15 MINUTES 09 SECONDS WEST A DISTANCE OF 89.80 FEET
TO THE POINT OF BEGINNING, CONTAINING 57.36 ACRES (2,498,750 SQUARE FEET), MORE
OR LESS.

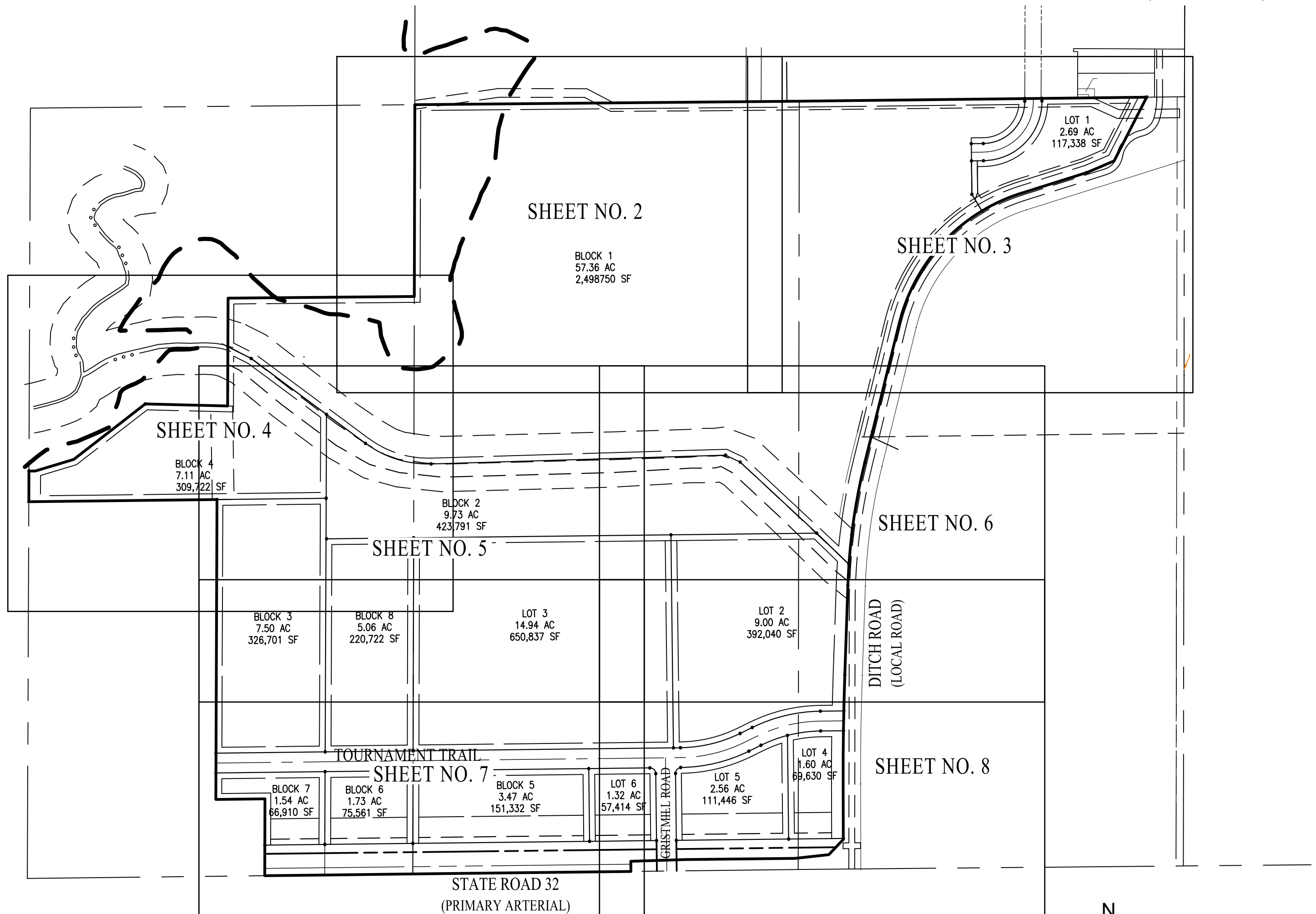
EXHIBIT B
SECONDARY PLAT

GRISTMILL CROSSING

SECONDARY PLAT

PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA



KEY MAP

LEGEND:

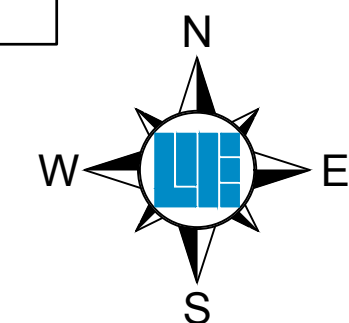
- Represents a 5/8 inch diameter rebar with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
- Represents an existing concrete right of way marker.
- Represents a 4 inch square concrete monument to be set to exterior corners, points of curvature and points of tangency.
- All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
Harrison Monument
- D.&U.E. - Drainage and Utility Easement
- S.D.&U.E. - Sewer, Drainage and Utility Easement.
- B.S.L. - Building Setback Line
- ROW - Right-of-Way

SOURCE OF TITLE:
INST. #2013-15842 INST. #2014-50079
INST. #2013-38100 INST. #2014-50081
INST. #2014-50077 INST. #2017-56244

This instrument prepared for:

TRAVIS MAY

5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312



SCALE: 1" = 300'



Sheet 1 of 10

This instrument prepared by: Karen Sutton

WEIHE
ENGINEERS

Land Surveying | Civil Engineering
Landscape Architecture

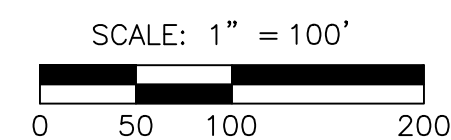
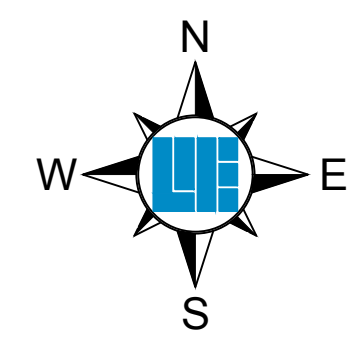
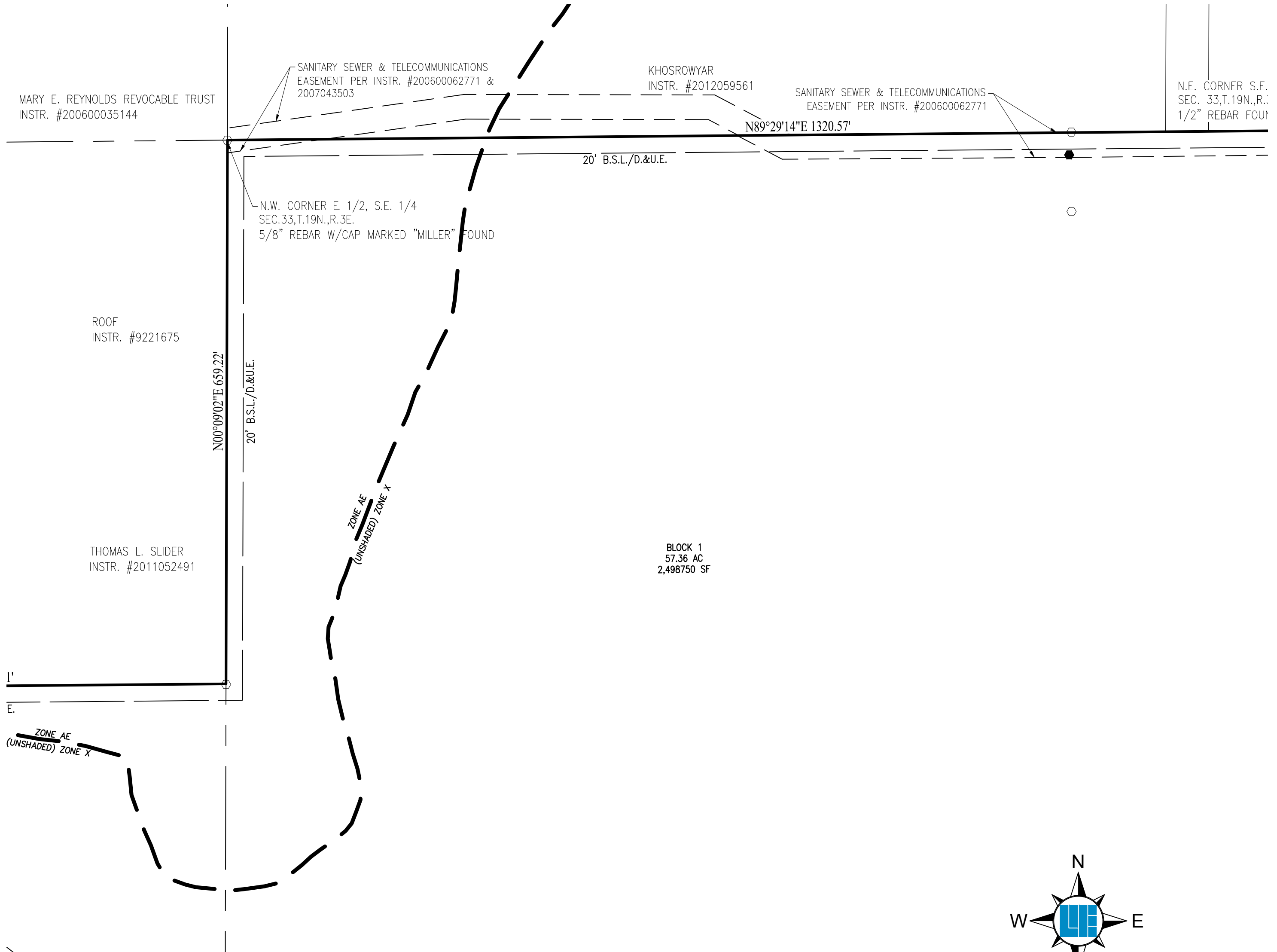
10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net

317 | 846 - 6611
800 | 452 - 6408
317 | 843 - 0546 fax

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

GRISTMILL CROSSING

SECONDARY PLAT
PART OF SEC. 33 & 34, T19N, R3E
WESTFIELD, HAMILTON COUNTY, INDIANA



- LEGEND:
- ⊕ Represents a 5/8 inch diameter rebar with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
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 - ⊞ Represents a 4 inch square concrete monument to be set to exterior corners, points of curvature and points of tangency.
 - All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
 - ⦿ Harrison Monument
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INST. #2013-38100 INST. #2014-50081
INST. #2014-50077 INST. #2017-56244

This instrument prepared for: TRAVIS MAY <i>5201 W. 86th Street Indianapolis, IN 46268 765-456-4312</i>		This instrument prepared by: Karen Sutton WEIHE ENGINEERS Land Surveying Civil Engineering Landscape Architecture 10505 N. College Avenue Indianapolis, Indiana 46280 weihe.net 317 846 - 6611 800 452 - 6408 317 843 - 0546 fax ALLAN H. WEIHE, P.E., L.S. - FOUNDER	
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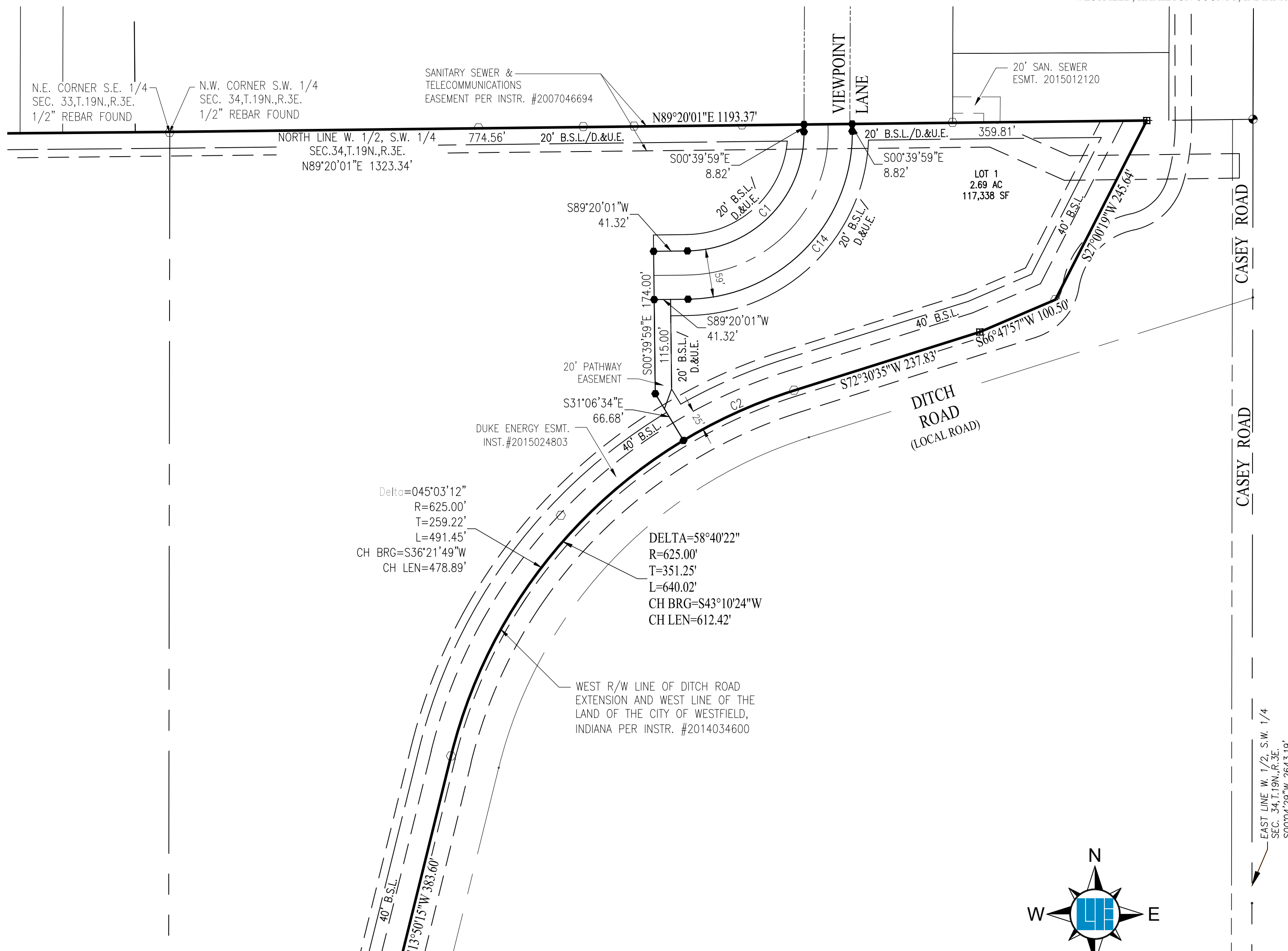
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DATE/TIME: January 10, 2019 - 11:19am
PLOTTED BY: suitonk

GRISTMILL CROSSING

SECONDARY PLAT

PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA



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5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312

This instrument prepared by: Karen Sutton

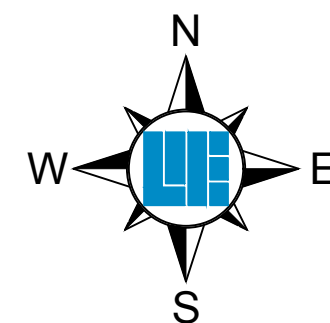
WEIHE
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800 | 452 - 6408
317 | 843 - 0546 fax

ALLAN H. WEIHE, P.E., L.S. - FOUNDER



SCALE: 1" = 100'



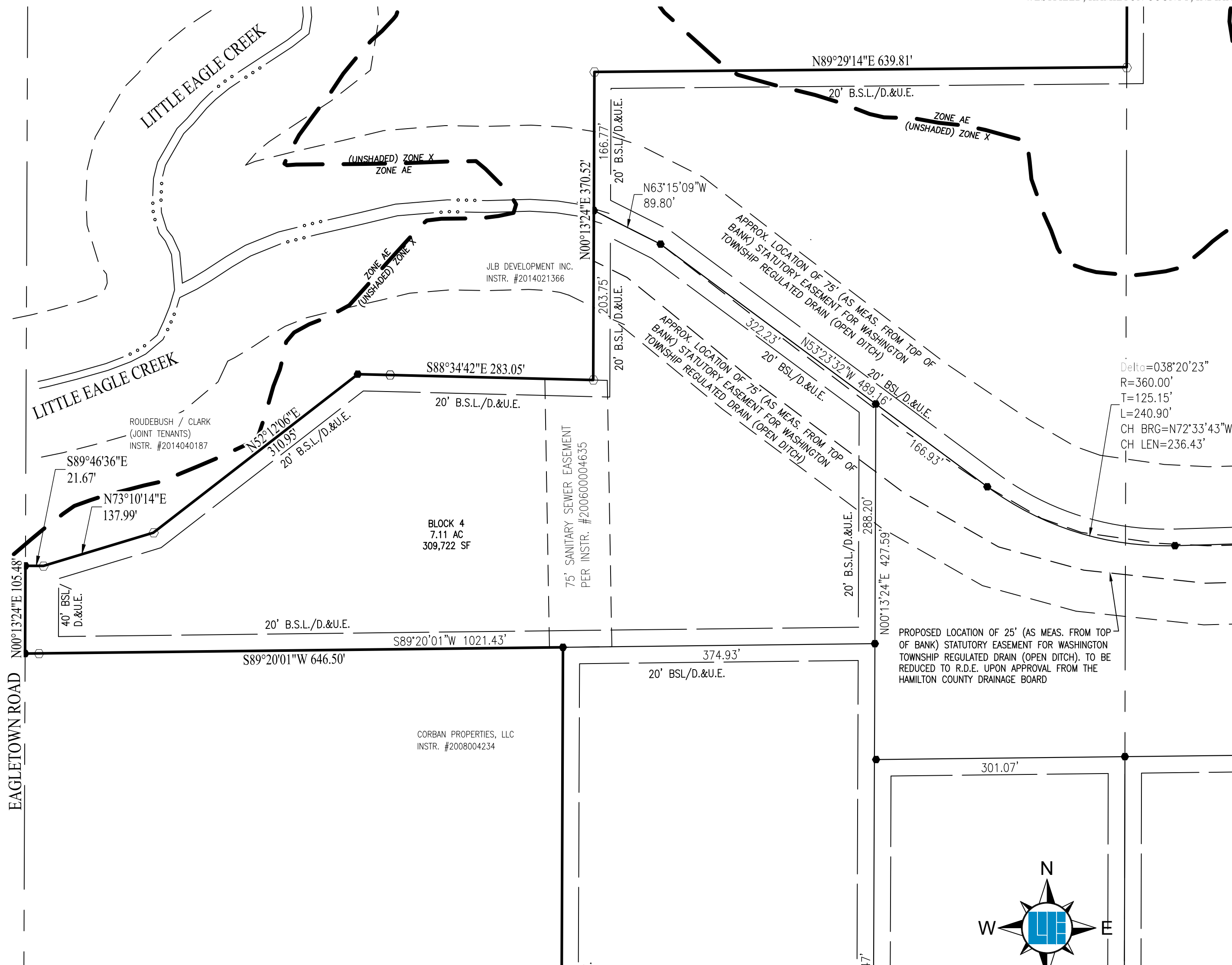
Sheet 3 of 10

GRISTMILL CROSSING

SECONDARY PLAT

PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA



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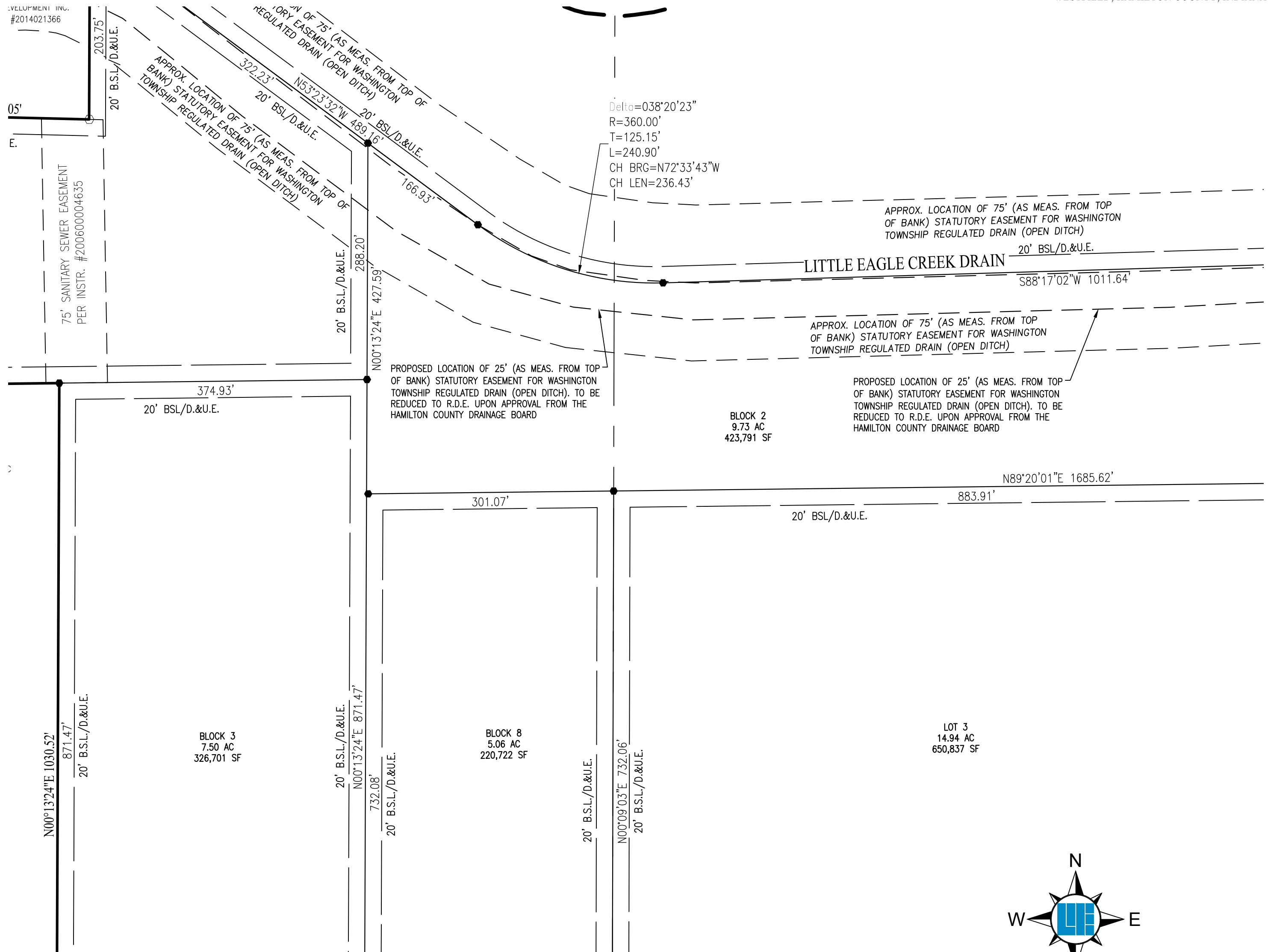
Sheet 4 of 10

GRISTMILL CROSSING

SECONDARY PLAT

PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA



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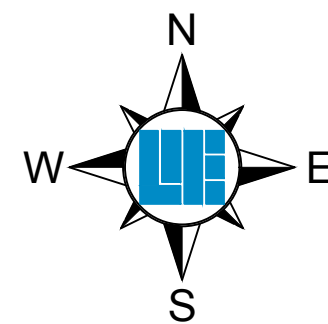
WEIHE
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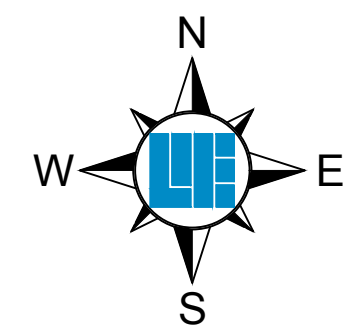


SCALE: 1" = 100'



Sheet 5 of 10

SECONDARY PLAT
PART OF SEC. 33 & 34, T19N, R3E
WESTFIELD, HAMILTON COUNTY, INDIANA



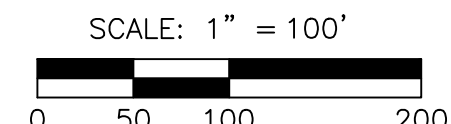
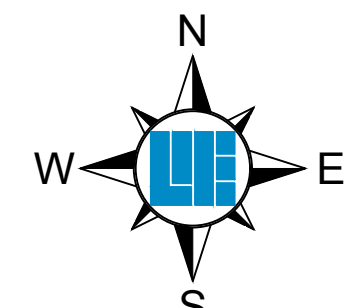
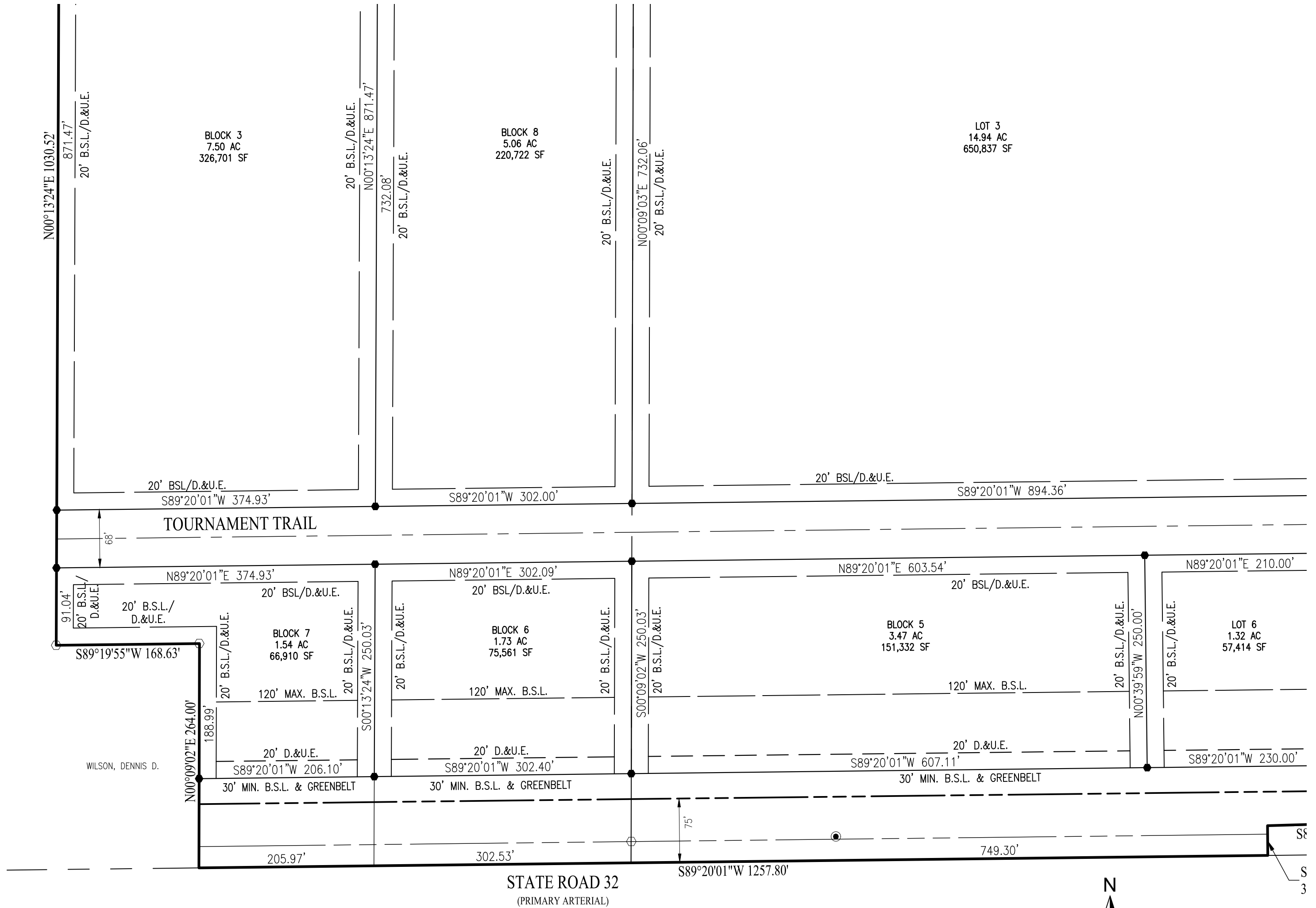
ALLAN H. WEIHE, P.E., I.S. • FOUNDER

SOURCE OF TITLE:
INST. #2013-15842 INST. #2014-50079
INST. #2013-38100 INST. #2014-50081
INST. #2014-50077 INST. #2017-56244

5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312

GRISTMILL CROSSING

SECONDARY PLAT
PART OF SEC. 33 & 34, T19N, R3E
WESTFIELD, HAMILTON COUNTY, INDIANA



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 - ⬤ Harrison Monument
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S.D.&U.E. – Sewer, Drainage and Utility Easement.
B.S.L. – Building Setback Line
ROW – Right-of-Way

SOURCE OF TITLE:
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This instrument prepared for: TRAVIS MAY 5201 W. 86th Street Indianapolis, IN 46268 765-456-4312	This instrument prepared by: Karen Sutton WEIHE ENGINEERS Land Surveying Civil Engineering Landscape Architecture 10505 N. College Avenue Indianapolis, Indiana 46280 weihe.net 317 846 - 6611 800 452 - 6408 317 843 - 0546 fax ALLAN H. WEIHE, P.E., L.S. - FOUNDER
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LAYOUT: 7
DATE/TIME: January 10, 2019 - 11:20am
PLOTTER: suttonk

GRISTMILL CROSSING

SECONDARY PLAT

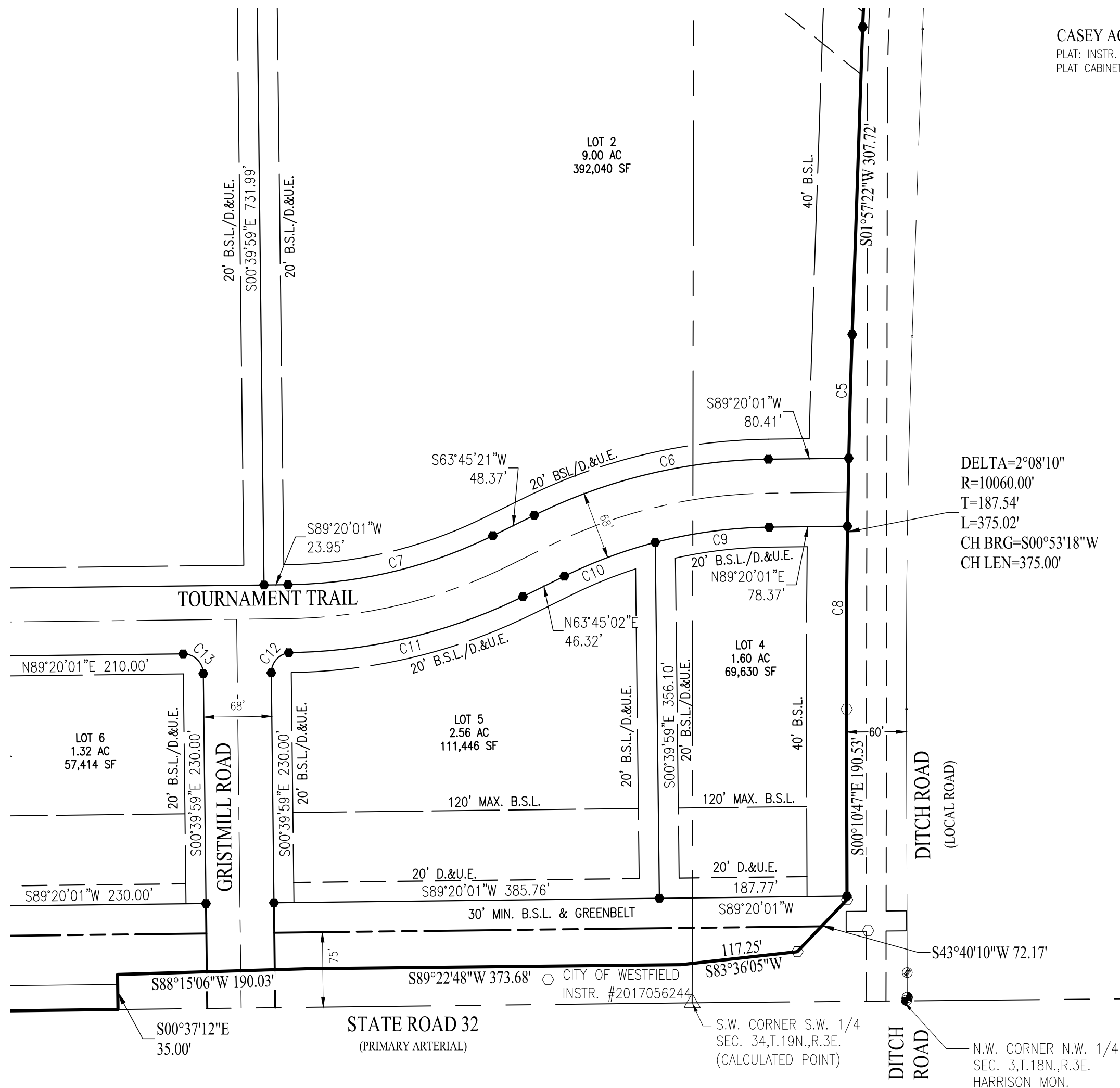
PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA

CASEY ACRES APARTMENTS

PLAT: INSTR. #2013031598

PLAT CABINET NO. 5, SLIDE NO. 81



LEGEND:

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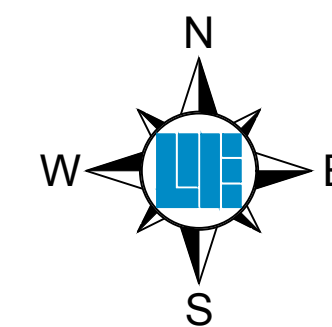
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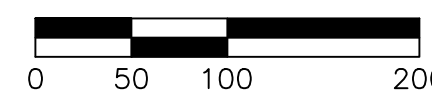
This instrument prepared for:

TRAVIS MAY

5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312



SCALE: 1" = 100'



Sheet 8 of 10

This instrument prepared by: Karen Sutton

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ALLAN H. WEIHE, P.E., L.S. - FOUNDER

LOCATION: H:\2017\w170420\Surveying\Plat\w170420 Plat work.dwg
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DATE/TIME: January 10, 2019 -- 11:20am
PLOTED BY: suttonk

GRISTMILL CROSSING

SECONDARY PLAT
PART OF SEC. 33 & 34, T19N, R3E
WESTFIELD, HAMILTON COUNTY, INDIANA

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	221.19	144.00	90°00'00"	S44°20'01"W	203.15
C2	148.5	25.00	13°37'09"	N65°42'00"E	148.21
C3	102.10	200.00	2°50'23"	S05°22'37"W	102.09
C4	1.95	200.00	2°00'05"	S02°57'24"W	1.95
C5	123.9	1000.00	0°42'22"	S01°36'11"W	123.9
C6	242.90	544.00	25°34'59"	S76°32'32"W	240.89
C7	210.49	400.00	25°20'09"	N76°39'56"E	208.0
C8	183.03	1000.00	1°02'33"	S00°20'29"W	183.02
C9	115.33	400.00	13°52'56"	S82°23'33"W	115.05
C10	91.21	400.00	11°42'02"	S69°36'03"W	91.04
C11	240.12	544.00	25°21'11"	N76°25'38"E	238.0
C12	31.34	20.00	89°46'12"	S44°13'07"W	28.23
C13	31.42	20.00	90°00'00"	N45°39'59"W	28.28
C14	318.8	203.00	90°00'00"	S44°20'01"W	281.09

This instrument prepared for:

TRAVIS MAY

5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312

This instrument prepared by: Karen Sutton



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Landscape Architecture

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ALLAN H. WEIHE, P.E., L.S. - FOUNDER

SECONDARY PLAT
PART OF SEC. 33 & 34, T19N, R3E
WESTFIELD, HAMILTON COUNTY, INDIANA

PART OF SEC. 33 & 34, T19N, R3E

WESTFIELD, HAMILTON COUNTY, INDIANA

We the undersigned owners of the real estate shown and described herein do hereby certify that we have laid out, platted and subdivided and do hereby lay out, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be shown and designated as GRISTMILL CROSSING an addition to City of Westfield Indiana. All rights shown and not heretofore dedicated are hereby dedicated to the public. Front building setback lines are hereby established as shown on this plat between which lines and the property lines of the street rights of way there shall be erected or maintained no building or structure. The foregoing covenants or restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2043 at which time said covenants or restrictions shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants or restrictions in whole or in part. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect. The right to enforce these provisions by injunction together with the right to cause the removal of the process law and a structure or part thereof erected or maintained in violation hereof is hereby dedicated to the public and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

There are strips of ground as shown on this plat and marked "easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No other permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

This GRISTMILL CROSSING Second Plat and all of the real estate lots and areas described herein are subject in all respects to the Declaration of Covenants and Restrictions or _____ recorded with the Recorder of Hamilton County, Indiana as Instrument Number _____.

“Owner” GT Property Development, LLC

[illegible]

STATE OF INDIANA ☐
 CO^UNT^Y OF MARION ☐ SS: ☐

Beire e e a N t a r P b l i c i n and r s a i d C o n t and S t a t e e r s n a l l a e e a r e d T r a v i s M a and a n k n o w l e d g e d t h e e x e c u t i o n o f t h i s s e c o n d a r y d a t a a n d i n b e h a l f o f G T P r o e r t D e v e l o p m e n t L L C t h i s e x e c u t i o n d a t e 1 2 1 1 2 0 1 9 .

NitarPbli

[illegible]Resident C_on_t Indiana

MCQ Mission Expires:

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE:

This plat and the accompanying application for rights-of-way dedicated herein is hereby approved on the _____ day of _____, 2019 by the Director of the Public Works Department of the City of Westfield, Indiana, in behalf of the Board of Public Works and Subject pursuant to Resolution 15-120 enacted by the Board of Public Works and Subject on August 2, 2015 and Article 4.4 of the Unified Development Ordinance.

ere Llar Diretr
PubliWrws Deartent

I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document unless required by law. Karen Sutton PLS

This instrument was prepared by Karen L. Sutton/PLS Weihe Engineers/In.

This instrument prepared for:

TRAVIS MAY

5201 W. 86th Street
Indianapolis, IN 46268
765-456-4312

This instrument prepared by: Karen Sutton



WEIHE
ENGINEERS

Land Surveying | Civil Engineering
Landscape Architecture

10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net

317 | 846 - 6611
800 | 452 - 6408
317 | 843 - 0546 *fa.*

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

Sheet 10 of 10

_____r_____r_____

□ □ □ □ □ □ □ □ **N**

Part of the Southeast Quarter Section 33 Township 19 North Range 3 East of the Second Principal Meridian and the West half of the Southwest Quarter Section 34 Township 19 North Range 3 East of the Second Principal Meridian of Washington Township Hamilton County Indiana as described as follows:

Beginning at a point on the west line of said Southeast Quarter Section 00 degrees 13 minutes 24 seconds West (assumed bearing) 124.00 feet to the Northwest corner of said Southeast Quarter then e South 89 degrees 40 minutes 3 seconds East 21.67 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying"; thence North 73 degrees 10 minutes 14 seconds East 137.99 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying"; thence North 52 degrees 12 minutes 06 seconds East 310.95 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying"; thence South 88 degrees 34 minutes 42 seconds East 283.05 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying"; thence North 00 degrees 13 minutes 24 seconds East 370.52 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying" on the north line of the quarter described in Instrument N. 920.20 in the Office of the Recorder of Hamilton County Indiana; thence along said north line North 89 degrees 29 minutes 14 seconds East 39.81 feet to a 5/8-inch rebar with yellow cap stamped "Miller Surveying" set on the east line of the West half of said Southeast Quarter; thence along said east line North 00 degrees 09 minutes 01 seconds East 59.22 feet to the north line of said Southeast Quarter then e along said north line North 89 degrees 29 minutes 14 seconds East 1320.50 feet to the Northwest corner of the Southwest Quarter of said Section 34 then e along the north line of said Southwest Quarter North 89 degrees 20 minutes 01 seconds East 1193.30 feet to the westerly right of way line of the Ditch Road extension as described in Instrument N. 2014034.00 in said Recorder's Office; thence the next 12 courses are along said right of way line 1) then e South 2 degrees 00 minutes 18 seconds West 245.04 feet 2) then e South 0 degrees 40 minutes 5 seconds West 100.50 feet 3) then e South 2 degrees 30 minutes 35 seconds West 23.83 feet to the point of curvature of a curve on a curve Southeastward having a radius of 25.00 feet being subtended by a long chord having a bearing of South 43 degrees 10 minutes 25 seconds West and a length of 12.41 feet 4) then e Southeastward along said curve through a central angle of 58 degrees 40 minutes 19 seconds an arc distance of 40.01 feet 5) then e South 13 degrees 50 minutes 1 seconds West 383.00 feet 6) then e South 14 degrees 40 minutes 4 seconds West 19.05 feet 7) then e South 13 degrees 49 minutes 53 seconds West 90.18 feet to the point on a curve on a curve easterly having a radius of 20.02 feet being subtended by a long chord having a bearing of South 10 degrees 20 minutes 42 seconds West and a length of 242.05 feet 8) then e Southerly along said curve through a central angle of 0 degrees 45 minutes 0 seconds 242.9 feet 9) then e South 05 degrees 20 minutes 0 seconds West 10.39 feet to a curve on a curve easterly having a radius of 20.00 feet being subtended by a long chord having a bearing of South 04 degrees 50 minutes 20 seconds West and a length of 13.99 feet 10) then e Southerly along said curve through a central angle of 04 degrees 50 minutes 20 seconds 14.04 feet 11) then e South 01 degrees 50 minutes 22 seconds West 30.02 feet to the point of curvature of a curve on a curve easterly having a radius of 10.00 feet and being subtended by a long chord having a bearing of South 00 degrees 53 minutes 18 seconds West and a length of 31.50 feet 12) then e Southerly along said curve through a central angle of 02 degrees 08 minutes 09 seconds an arc distance of 31.50 feet 13) then e South 00 degrees 10 minutes 4 seconds East 190.52 feet 14) then e South 43 degrees 40 minutes 10 seconds West 2.10 feet to the north line of State Road 32 as described in Instrument N. 2008032205 in said Recorder's Office then e South 83 degrees 30 minutes 05 seconds West 111.25 feet to the north right of way line of State Road 32 as described in Instrument N. 201005.244 in said Recorder's Office then e the next three courses are along said right of way line 1) then e South 89 degrees 22 minutes 48 seconds West 313.08 feet 2) then e South 88 degrees 15 minutes 0 seconds West 190.03 feet 3) then e South 00 degrees 30 minutes 12 seconds East 35.00 feet to the south line of said Southeast Quarter then e along said south line South 89 degrees 20 minutes 01 seconds West 125.80 feet to the west line of the parcel described in Instrument N. 9132480 then e along said west line North 00 degrees 09 minutes 03 seconds East 214.00 feet to a 5/8-inch rebar then e South 89 degrees 19 minutes 55 seconds West 108.03 feet to the west line of the parcel described in Instrument N. 9132409 then e along said west line North 00 degrees 13 24 seconds East 1030.52 feet to a 5/8-inch rebar then e South 89 degrees 20 minutes 01 seconds West 44.50 feet to the west line of said Southeast Quarter then e along said west line North 00 degrees 13 minutes 24 seconds East 105.48 feet to the place of beginning containing 133.95 acres or less.

N

I, _____, are Submitter hereby certify that I am a Registered Land Surveyor licensed in _____ in accordance with the laws of the State of Indiana:

That this [redacted] represents a [redacted] deleted under the [redacted] supervision of Weihe Engineers on June 08, 2018, [redacted] b N. W10420 that all the [redacted] ents shown thereon actually exist or bond has been [redacted]sted to [redacted]ver the later installation of these [redacted] ents and that all other [redacted]re [redacted] ents specified herein [redacted]ne b [redacted]e have been [redacted]et.

This subdivision consists of lots numbered 1 through 10 along with Block 1 numbered 1 through 10 together with street rights-of-way all as delineated on the within plat. The side lots are in areas lease lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Certified this 8th day of January 2019.

Karen ~~Stu~~

Karen L. Sutton PLS
 Indiana Land Surveyor #LS21200013

[illegible]

Under authority provided by I.C. 3-3-2, enacted by the general assembly of the State of Indiana and all acts amendatory thereto and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Planning Commission as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance on the _____ day of _____, 2019.

Westfield-Washington Township Plan Commission

B:
Matthew S. Sefton Director
Engineering and Computer Unit Development Department

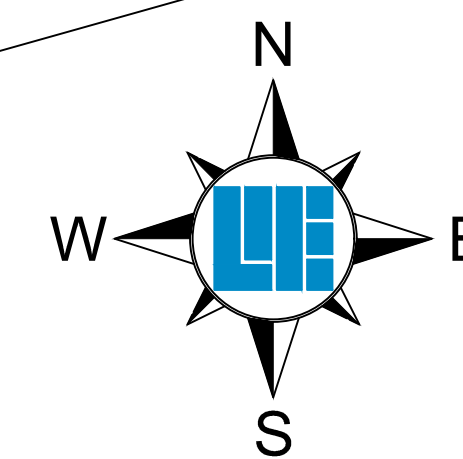
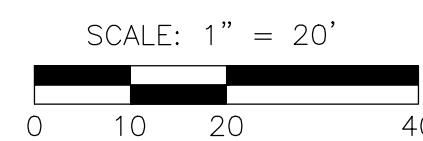
A circular seal for Karen L. Sutton, a Registered Professional Land Surveyor in the State of Indiana. The seal features the text "KAREN L. SUTTON" at the top, "REGISTERED" in the upper middle, "No. LS21200013" in the center, "STATE OF INDIANA" at the bottom, and "LAND SURVEYOR" at the very bottom. The seal is surrounded by a decorative border of small vertical lines.

EXHIBIT C
AMENITY CENTER

LOCATION: H:\2017\170514\Engineering\design\exhibits\SITE_EXHIBIT.dwg
DATE/TIME: January 18, 2019 - 11:19am
PLOTTER: scribeb6

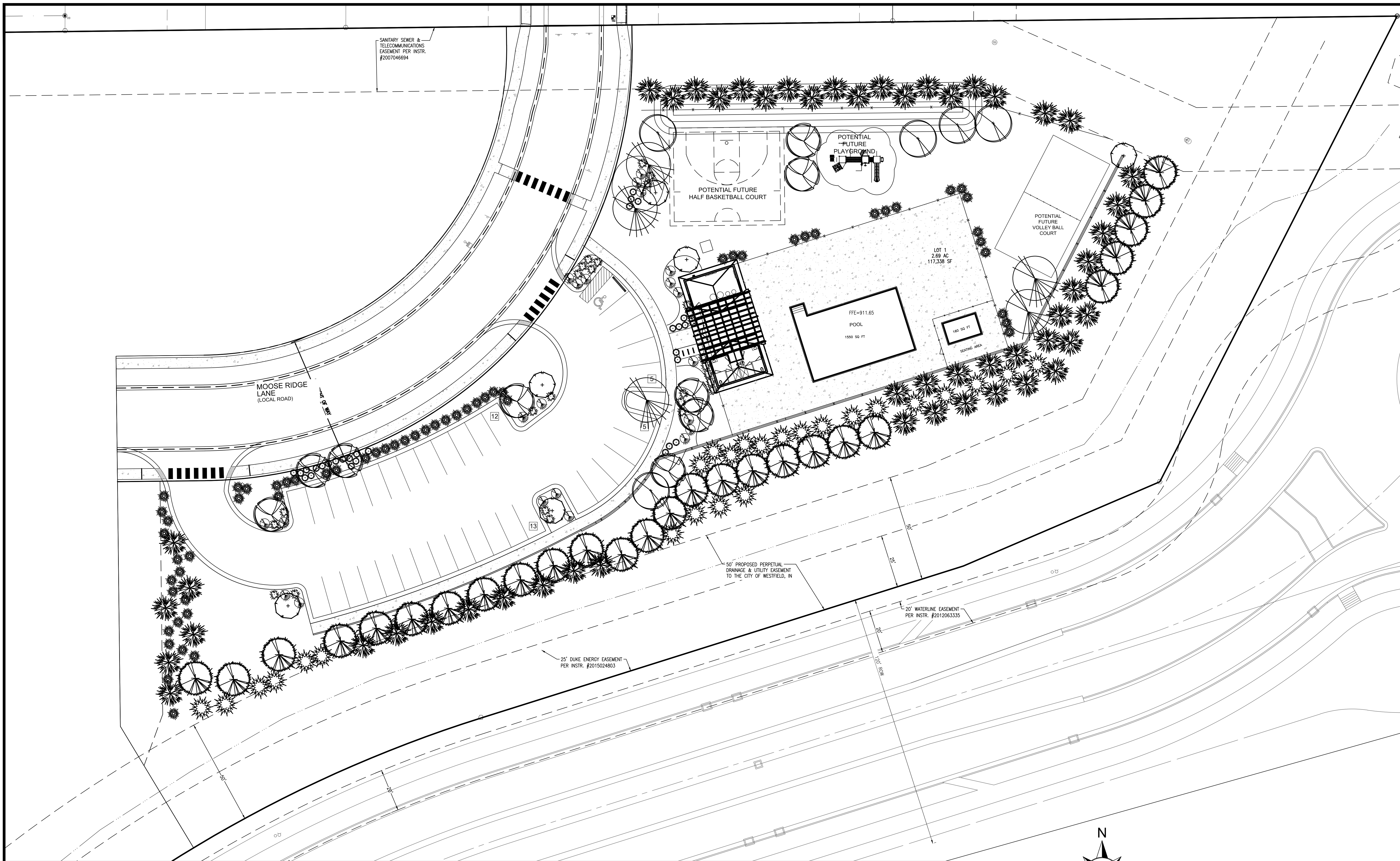


10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611



SITE EXHIBIT

Date: 1/18/2019



ORDINANCE 19-__

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

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

WHEREAS, it is the duty and the responsibility of the Council to maintain fiscal integrity of the finances of the City; and,

WHEREAS, at times it becomes necessary to appropriate additional funds within the approved budget as contemplated and authorized under I.C. 36-4-7-8; and,

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

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

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

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

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

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

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

Section 2. Said funds shall only be disbursed pursuant to the procedures and policies outlined by the Statutes of Indiana, the Ordinances, including the Bond Ordinance, of the City and the Indiana Department of Local Government Finance.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon its adoption by this Council and approval by the Mayor, all as provided by the laws of the State of Indiana. All Ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed invalid shall not operate to invalidate the remaining portions.

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

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

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Steve Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Mark Keen	_____ Mark Keen	_____ Mark Keen
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

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

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

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-__
this ____ day of _____, 2019
at ____:____.m.

I hereby VETO Ordinance 19-__
this ____ day of _____, 2019.
at ____:____.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

KD_9996599_1.DOC

Ordinance 19-__

ORDINANCE NUMBER 19-04

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

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

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2019; and

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

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

Section 1. **Applicability of Ordinance.**

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

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

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

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

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

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

- Heliport
- Special Exception Uses

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

6.1 Minimum Building Setback Lines:

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

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

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

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

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

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

8.2 Chapter 6.3(F)(2)(c)(ii) Business Districts, General Standards: Oversized service doors shall be permitted on External Façades of a Primary Structure when utilized in conjunction with an Auto and Motorcycle Services Use that is substantially compliant with the Concept Plan as well as the Illustrated Character Exhibit.

8.3 Chapter 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below.

- Landscaping on the Real Estate shall be required and installed in substantial compliance with the Landscape Plan (the “Landscape Plan”), attached hereto as **Exhibit D**. If a provision of Article 6.8 Landscaping Standards is in conflict with the Landscape Plan, the Landscape Plan shall control.

8.4 Chapter 6.17 Sign Standards: Shall apply, except as otherwise modified below:

- An Individual Monument Sign with manual changeable copy may be placed on the Real Estate in conjunction with an Auto and Motorcycle Service Use that is substantially compliant with the Concept Plan and Illustrated Character Exhibit.
- Manual changeable copy signage shall be maintained in a presentable condition at all times, including replacement of defective or missing parts and/or letters, cleaning, and other acts required for maintenance of said signage.

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

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

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

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

Cindy Gossard, Clerk-Treasurer

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

J. Andrew Cook, Mayor

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

J. Andrew Cook, Mayor

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

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

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Illustrative Character Exhibit
Exhibit D	Landscape Plan

EXHIBIT A

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

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

Thence along the new division line the following 2 courses;

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

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

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

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

CONCEPT PLAN

GENERAL NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS IN THE AREA OF PROPOSED WORK. IF ANY CONDITIONS OTHER THAN THOSE SHOWN ON THE DRAWINGS ARE DISCOVERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER BY PHONE AND PROCEED WITH THE CONSTRUCTION.
2. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THE PLAN FOR PLANNING PURPOSES ONLY ARE HAVE BEEN OBTAINED BY FIELD CHECKS AND SEARCHES OF RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY LAYOUT CORRECTION. HOWEVER, THE CONTRACTOR MUST VERIFY THE LOCATION OF ALL UTILITIES BEFORE BEGINNING CONSTRUCTION. CONTRACT LOCATIONS ARE FOR INFORMATION PURPOSES ONLY. AT LEAST TWO (2) PERSONS SHALL BE AVAILABLE FOR CONSULTATION ON THESE UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES RESULTING FROM CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING AND REPAIRING ALL UTILITIES. THIS PROJECT IS BEING DONE AT THE CONTRACTOR'S RISK. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITIES. THE CONTRACTOR SHALL MAKE ALL NECESSARY RESTORATION, REPAIRS, AND REPAIRS IN ACCORD WITH THE APPLICABLE REQUIREMENTS OF THE UTILITY.
4. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF CALIFORNIA AND/OR ALL MATERIAL SPECIFICATIONS.
5. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES TO PREVENT EROSION, SEDIMENT, SLEDDING, MUD-OUT, AND/OR MUD NEUTING ON ANY OTHER GENERALLY ACCEPTED MEASURES TO BE TAKEN TO PREVENT EROSION, SEDIMENT, SLEDDING, MUD-OUT, AND/OR MUD NEUTING ON OTHER PROPERTY. ON NEWLY CONSTRUCTED OR EXISTING ROADS, GRASS, OR EXISTING SLOPES OR NEW EXISTING ROADS, GRASS, OR EXISTING SLOPES, THE CONTRACTOR SHALL MAINTAIN THE EXISTING CONSTRUCTION METHODS AND MATERIALS. ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.
6. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION SHALL BE PROTECTED AND STABILIZED WITH EROSION CONTROL MEASURES TO PREVENT EROSION, SEDIMENT, SLEDDING, MUD-OUT, AND/OR MUD NEUTING ON ANY OTHER GENERALLY ACCEPTED MEASURES TO BE TAKEN TO PREVENT EROSION, SEDIMENT, SLEDDING, MUD-OUT, AND/OR MUD NEUTING ON OTHER PROPERTY.
7. FOLLOW WIDTH DIMENSIONS ALWAYS. DO NOT SCALE.
8. ADJUSTMENTS TO GRADE MAY BE ALLOWED TO PROVIDE PROPER DRAINAGE. THE CONTRACTOR SHALL BE ALLOWED TO MAINTAIN THE EXISTING DRAINAGE AND NOT BE RESPONSIBLE FOR THE ENGINEER'S REVISIONS.
9. ALL CONSTRUCTION SHALL BE PERMITTED IN ACCORD WITH CITY ORDINANCES AND NOT BE RESPONSIBLE FOR THE ENGINEER'S REVISIONS.
10. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
11. LISTING TO BE FOUND ON BUILDING WITH ARCHITECTURAL PLANS.
12. ROOF PANS, FOUNDATION, DRAINAGE AND OTHER STRUCTURES SHALL BE PERMITTED IN ACCORD WITH CITY ORDINANCES AND NOT BE RESPONSIBLE FOR THE ENGINEER'S REVISIONS.

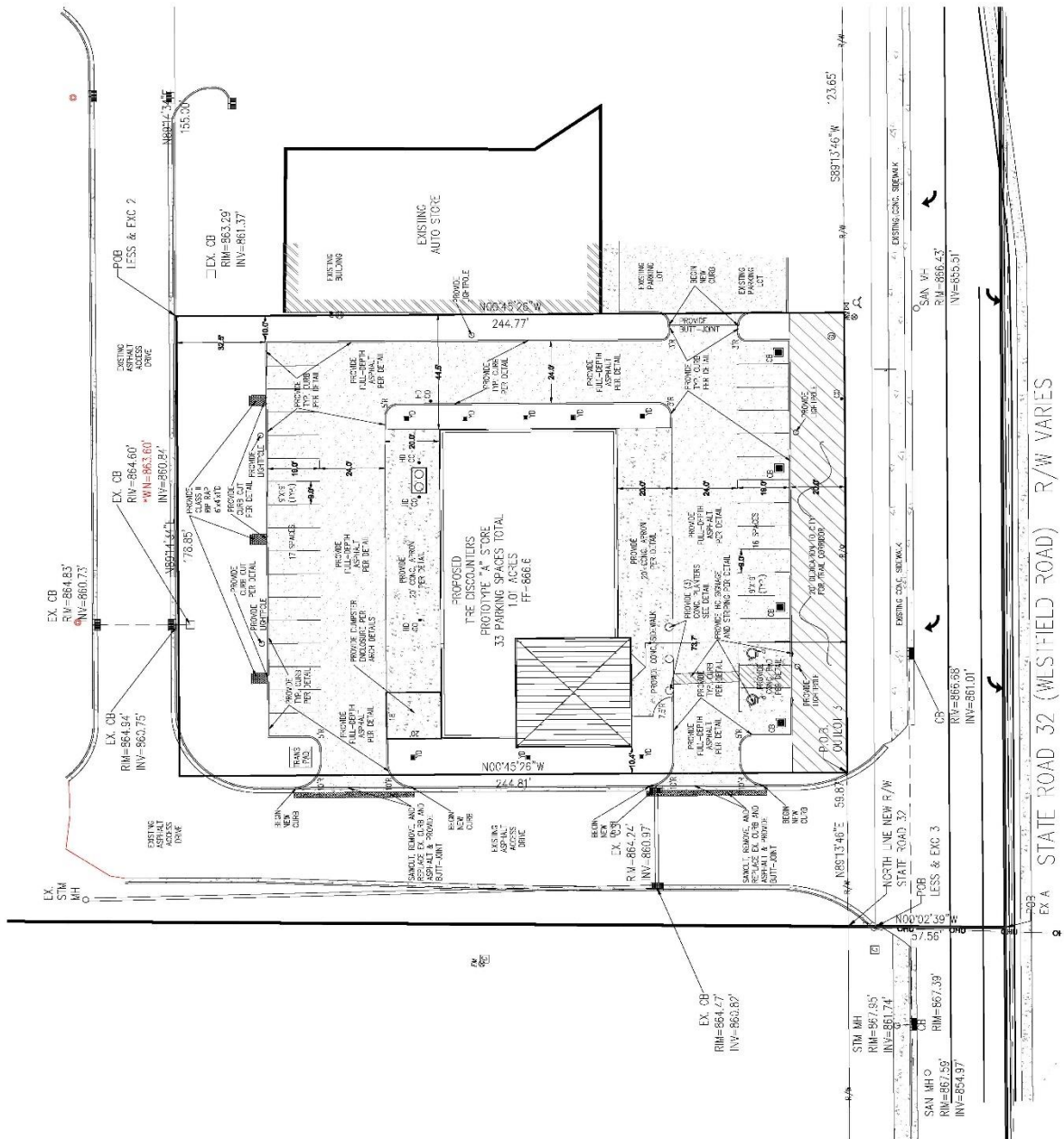
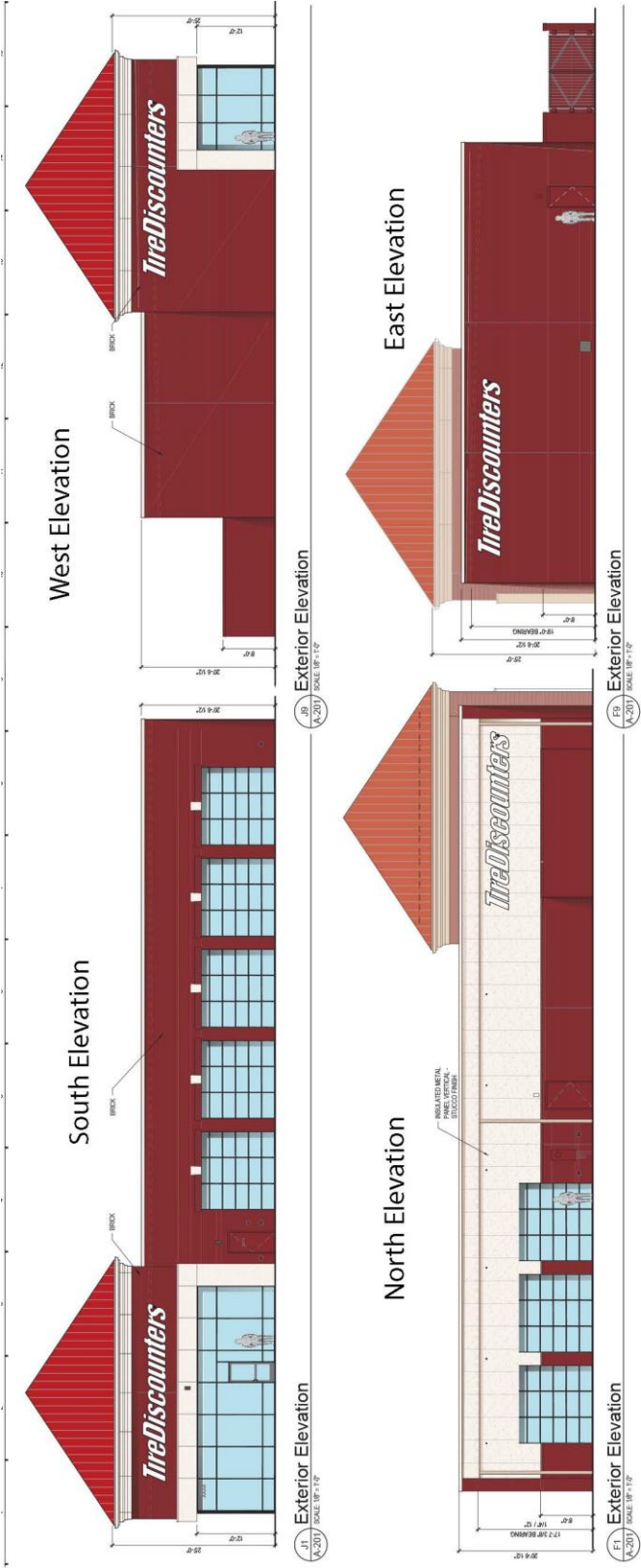


EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBIT



LANDSCAPE PLAN

[illegible]

SPECIFICATIONS

GENERAL PLANTING NOTES

*CONTRACTOR SHALL CONTACT ALL UTILITY COMANIES AND HAVE ALL LINES MARKED PRIOR TO COMMENCING WORK.
*PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, "AMERICAN STANDARD FOR NURSERY STOCK."
*FURNISH NURSERY-GROWN TREES AND SHRUBS COMPLYING WITH ANSI Z60.1, WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
*PROVIDE TREES AND SHRUBS OF SIZES AND GRADES COMPLYING WITH ANSI Z60.1 FOR TYPE OF TREES AND SHRUBS REQUIRED. TREES AND SHRUBS OF A LARGER SIZE MAY BE USED, IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
*IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
*LABEL AT LEAST ONE TREE AND ONE SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.
*LANDSCAPE ARCHITECT MAY OBSERVE TREES AND SHRUBS EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
*TOPSOIL SHALL BE ASTM D 5268, PH RANGE OF 5.5 TO 7, A MINIMUM OF 4 PERCENT ORGANIC MATERIAL CONTENT; FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
*COMPOST SHALL BE WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, PH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH ONE INCH SIEVE, SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
*FERTILIZER TO BE SLOW-RELEASE, GRANULAR OR PELLETTED CONSISTING OF 50 PERCENT WATER-INSOLUBLE NITROGEN, PHOSPHORUS, AND POTASSIUM IN AMOUNTS RECOMMENDED FOR TYPE OF PLANT BEING GROWN.

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

*ALL PLANTING BEDS ARE TO BE PREPARED AS FOLLOWS :
- LOOSEN SUBGRADE TO A DEPTH OF 4 - 6". REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- SPREAD COMPOST AT A DEPTH OF 4 - 6" AND TILL WITH LOOSENED SUBGRADE, MIXING THOROUGHLY.
- GRADE PLANTING BEDS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- EDGE BEDS 3 - 4" DEEP (SEE DETAIL).

ADDITIONAL PREPARATION FOR PERENNIAL BEDS:
PROVIDE A TOTAL OF 6" OF COMPOST AND 6" UNSHREDDED TOPSOIL, THOROUGHLY BLEND MIXTURE, DO NOT COMPACT. MULCH WITH MINI PINE NUGGETS, 100% COVERAGE. LANDSCAPE ARCHITECT TO OBSERVE AND APPROVE.

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

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

*NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS SHOW EVIDENCE OF UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PITS.

*NOTIFY LANDSCAPE ARCHITECT IF A LIGHT FIXTURE OR OTHER UTILITY HAS BEEN BUILT WITHIN 10' OF PROPOSED TREE.

*ALL PLANTS ARE TO BE FERTILIZED WITH A SLOW-RELEASE FERTILIZER PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

*REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.

*IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD.

*ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS ARE TO BE MULCHED AT A DEPTH OF 2 - 3" APPLY PRE-EMERGENT HERBICIDE BEFORE MULCHING PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

*FOR ALL PLANT MATERIALS, PRUNE TO REMOVE DEAD OR INJURED BRANCHES ONLY, UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT.

*IT IS THE CONTRACTOR'S RESPONSIBILITY TO:

- KEEP ADJACENT PAVINGS AND CONSTRUCTION CLEAN, AND MAINTAIN WORK AREA IN AN ORDERLY CONDITION FOR DURATION OF PROJECT.

- PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS.TREAT, REPAIR, OR REPLACE DAMAGED EXTERIOR PLANTING.

- REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF OFF OWNER'S PROPERTY.

*CONTRACTOR SHALL PROVIDE OWNER WITH A WRITTEN WARRANTY FOR LABOR AND MATERIALS.

*CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.

*WARRANTY SHALL INCLUDE SPECIFIC WARRANTY PERIODS FOR TREES AND SHRUBS, SEED INSTALLATION, GROUND COVERS, AND OTHER EXTERIOR PLANTS.

*SERVICES PROVIDED BY WARRANTY SHALL INCLUDE:

- MAINTAINING UPRIGHT POSITION OF EXTERIOR PLANTINGS DURING WARRANTY PERIOD.

- IMMEDIATE REMOVAL OF DEAD EXTERIOR PLANTS AND IMMEDIATE REPLACEMENT, UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.

- REPLACEMENT OF EXTERIOR PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.

*WARRANTY SHALL BE LIMITED TO ONE REPLACEMENT OF EACH EXTERIOR PLANT, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.

PERFORM A SOIL TEST FOR SEED NEEDS, AND FERTILIZE AS REQUIRED FOR SUCCESSFUL GERMINATION.

*TILL AREA TO BE SEEDED TO A DEPTH OF 4". RAKE TILLED AREA TO REMOVE DEBRIS 1" OR LARGER IN SIZE THAT HAS BEEN BROUGHT TO THE SURFACE DURING TILLING.

*SEED WITH APPROPRIATE MIXTURE AT THE MANUFACTURER'S WRITTEN RECOMMENDED RATE.

*RAKE SEED LIGHTLY INTO TOP OF TOPSOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.

*PROTECT SEEDED AREAS WITH SLOPES EXCEEDING 1:6 WITH EROSION-CONTROL FIBER MESH INSTALLED AND STAPLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.

*PROTECT ALL OTHER SEEDED AREAS BY SPREADING STRAW MULCH AT A UNIFORM RATE OF 2 TONS PER ACRE TO FORM A CONTINUOUS BLANKET 1-1/2" IN LOOSE DEPTH OVER.

*SEED INSPECTION SHALL BE PERFORMED TO WARRANT A 9090 GERMINATION, YIELDING 8090 OPACITY WITHIN 90 DAYS OF INSTALLATION.

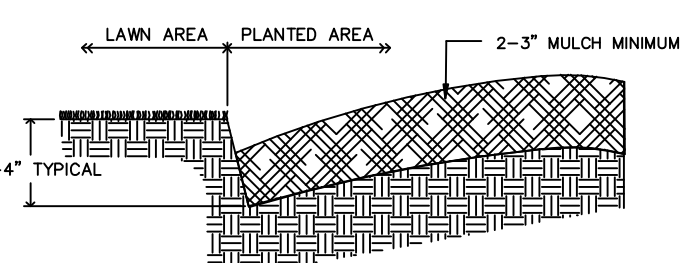
*SEED ONLY AS THE WEATHER AND TEMPERATURE ALLOWS FOR SUCCESS.

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

PROVIDE CLIENT WITH QNT MULCH PROVIDED
_____ CUBIC YARDS

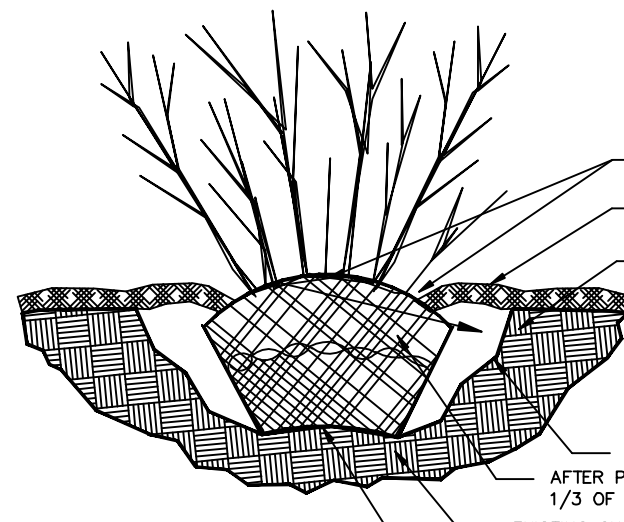
PROVIDE CLIENT WITH QNT OF COMPOST PROVIDED
_____ CUBIC YARDS

PROVIDE CLIENT WITH QUANTITY OF TOPSOIL PROVIDE
_____ CUBIC YARDS

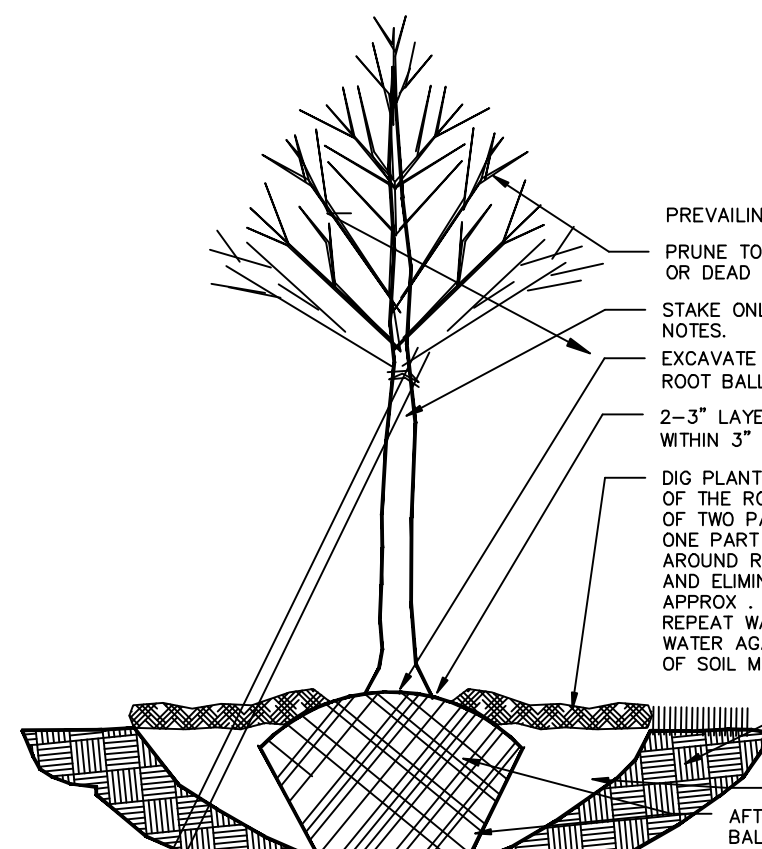


BED EDGE SHALL NOT BE ROUGH, BUT CLEAN, SMOOTH, AND CONTINUOUS AS SHOWN ON PLANS. MINOR FIELD ADJUSTMENTS ARE ALLOWED DUE TO UNEXPECTED OBSTRUCTIONS.

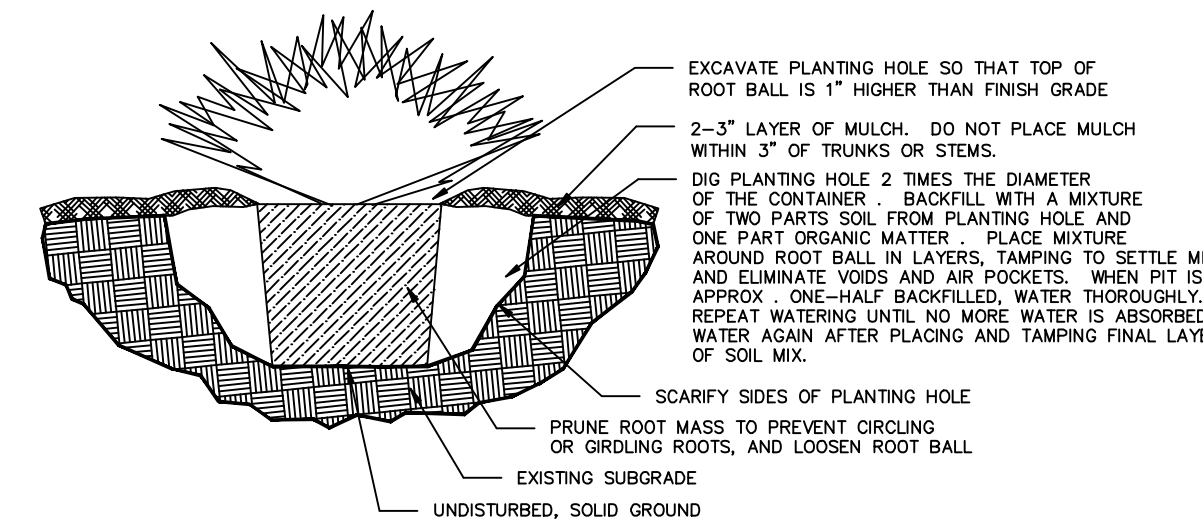
PLANTING DETAIL : BED EDGE
NOT TO SCALE



PLANTING DETAIL : BALLED AND BURLAPPED SHRUB
NOT TO SCALE

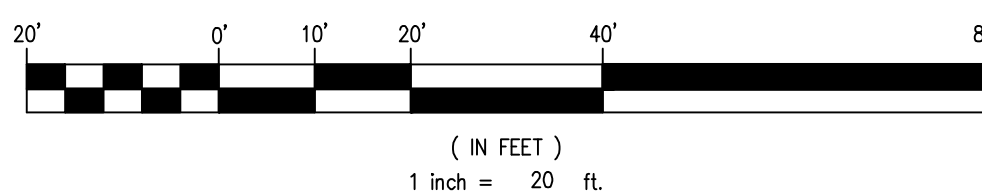


PLANTING DETAIL : BALLED AND BURLAPPED TREE
NOT TO SCALE



PLANTING DETAIL : CONTAINERIZED PLANTS
NOT TO SCALE

LANDSCAPING PLAN



3 WORKING DAYS

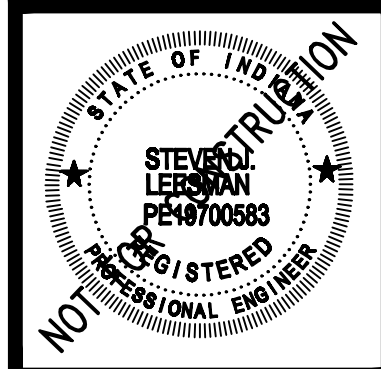
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UTILITIES PROTECTION SERVICE

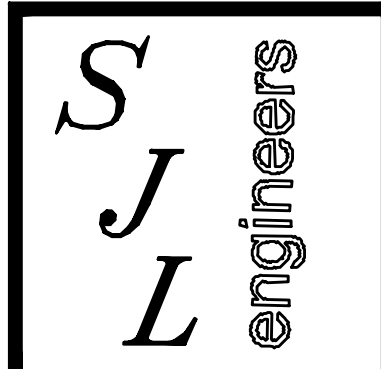
PLANT KEY			12.29.18
QNT	SIZE	LATIN	COMMON
3	2 in	Acer platanoides 'Crimson King'	Crimson King Maple
2	2 in	Acer rubrum 'Autumn Blaze'	Autumn Blaze Maple
3	2 in	Gleditsia triacanthos inermis 'Skylin	Skyline Honeylocust
1	2 in	Salix alba 'Niobe' or 'Tristis'	Weeping Willow
1	2 in	Ulmus carpinifolia 'Patriot'	Patriot Elm
10		PARKING PERIMETER TREES REQUIRED	
10		PARKING PERIMETER TREES PROPOSED	
26	3 gal	Euonymus alatus 'Compactus'	Compact Burning Bush
55	3 gal	Spiraea x bumalda 'Goldflame'	Goldflame Spirea
28	3 gal	Juniperus chinensis 'Mint Julep'	Mint Julep Juniper
5	3 gal	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
102		PARKING PERIMETER SHRUBS REQUIRED	
109		PARKING PERIMETER SHRUBS PROPOSED	
1	2 in	Acer platanoides 'Crimson King'	Crimson King Maple
3	2 in	Gleditsia triacanthos inermis 'Skylin	Skyline Honeylocust
3		STREET TREES REQUIRED	
4		STREET TREES PROPOSED	
1	2 in	Acer rubrum 'Bowhall'	Bowhall Red Maple
3	3 gal	Spiraea x bumalda 'Goldflame'	Goldflame Spirea
3	2 gal	Rosa 'Pink Knock Out'	Pink Knock Out Rose
15	3 gal	Juniperus chinensis 'Sea Green'	Sea Green Juniper
5	3 gal	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
22	3 gal	Andropogon glomeratus	Bushy Bluestem
		BUILDING LANDSCAPING	
10	6'	Juniperus virginiana 'Taylor'	Taylor Eastern Red Cedar
		EAST BUFFER LANDSCAPING	
PLAN BY			
			
Gayle A. Frazier Landscape Architect			
7377 BRIDGEPOINT PASS CINCINNATI, OHIO 45248			
513-607-8096 GAFILA@FUSE.NET			

NO.	DESCRIPTION	REVISIONS	AND/OR ISSUES	DATE
1	DRN18-02319 REVIEW COMMENTS			10-29-18



TreDiscounters - WESTFIELD, IN
E STATE ROAD 32
WESTFIELD, IN 46074

LEESMAN ENGINEERING & ASSOC.
ENGINEERING, SURVEYING, PLANNING
2720 TOPIC HILLS, CINCINNATI, OHIO 45248



DRAWING TITLE

LANDSCAPING PLAN

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

DRAWING NO.

L1

ORDINANCE NUMBER 18-54

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

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

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

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 15-27 (the "Original PUD Ordinance"), on November 9, 2015, as amended and replaced by Ordinance No. 16-26 (the "Trails PUD Ordinance"), as adopted by the Common Council on November 14, 2016;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1901-PUD-01**), 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. 1901-PUD-01** to the Common Council of the City of Westfield, Hamilton County, Indiana with a favorable recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 5, 2019;

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

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

Section 1. Applicability of Ordinance.

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

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

Section 3. Concept Plan. The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The Concept Plan provides a general vision for the development of the District with two (2) possible site layouts for parking, internal drives and building locations that are permitted by this Ordinance. The final layout and site plan shall be subject to the terms and conditions of this Ordinance and may vary from the Concept Plan.

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the GB: General Business District (the "Underlying Zoning District").

Section 5. Permitted Uses. All uses permitted in the Underlying Zoning District shall be permitted.

- 5.1 Prohibited Uses: The following use(s) shall be explicitly prohibited within the District:
 - A. Special Exception Uses.

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

- 6.1 Minimum Building Setback Lines:
 - A. State Highway 32: Thirty (30) feet from right-of-way line.
 - B. 175th Street: Thirty (30) feet from right-of-way line.
 - C. District West Property Line: Ten (10) feet.

- D. District East Property Line: No minimum.
- E. All Other (internal to District): No minimum.

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

7.1 Article 5.3(J) Building Size Requirements: Shall apply, except as modified below.

- A. Minimum Gross Floor Area: Four thousand (4,000) square feet, which shall also include the square footage of all pergolas, hardscaped outdoor seating, and amenities up to one thousand (1,000) square feet.

7.2 Article 5.3(K) Architectural Design Requirements: Shall apply, except as modified below.

- A. Character Exhibit: The “Character Exhibit”, attached hereto as **Exhibit C**, is hereby incorporated. Although the Character Exhibit does not represent the final design, it does hereby establish a benchmark for the quality and appearance of Buildings, and it provides examples of specific design elements that comply with this Ordinance and contribute to the intent and vision for the Real Estate.
- B. Mechanical / Utility Meter Screening: The mechanical screening requirements of the UDO (Article 6.3(F)(1) Architectural Standards; Mechanical Screening and Article 6.8(H) Landscaping Standards; General Screening Standards) shall apply. A line-of-sight exhibit, similar to the exhibit attached hereto as **Exhibit D** (the “Line-of-Sight Exhibit”), shall be required at the time of the detailed development plan. The Line-of-Sight Exhibit demonstrates compliance to screen roof mounted mechanical equipment from the elevated Monon Trail pedestrian bridge to be located on the adjoining Right-of-way. In addition, wall-mounted utility meters shall also be screened from view from adjoining Rights-of-way and are encouraged to be clustered. Screening materials shall be architecturally compatible with the Principal Building(s) and may be achieved by using landscape plantings, opaque wood, Masonry Materials, or a combination of the aforementioned.
- C. Article 5.3(J)(2)(b) Building Elevations: Shall be modified to require Building Facades, which are ninety (90) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Buildings less than ten thousand (10,000) square feet in Gross Floor Area shall be designed with offsets at interval of not greater than fifty (50) feet. Offsets shall extend the entire vertical plane of the Building Facade and shall be a minimum depth of two (2) feet and eight (8) inches and a minimum aggregate length of twenty (20) percent of the horizontal plane of the overall Building Facade. The offset may be met with setbacks of the Building Facade and/or with architectural elements (i.e. arcades, columns, ribs, piers, and pilasters), if such architectural elements meet the minimum offset requirements of this requirement.

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

- 8.1 Article 6.1 Accessory Buildings: Shall apply; however, Article 6.1(H)(2) and Article 6.1(H)(5) Screening of Receptacles and Loading Areas shall be modified to: (i) permit enclosures to be located within the Established Front Yard of 175th Street; and, (ii) if enclosures are attached to the Principal Building, as generally illustrated on the Concept Plan, then the opaque gates may be oriented towards 175th Street.
- 8.2 Article 6.3 Architectural Standards: Shall not apply; rather, Section 7.2 Architectural Design Requirements of this Ordinance shall apply.
- 8.3 Article 6.8 Landscaping Standards: Shall apply, except as modified below.
- A. Foundation Plantings (Article 6.8(L)): Building foundation plantings shall only be required along a Building Facade oriented towards State Highway 32 (e.g., north Building Facade).
- B. External Street Frontage Landscaping Requirements (Article 6.8(M)): Shall not apply; however, The Trail Corridor Requirements of the 32 Overlay shall apply along State Highway 32.
- C. Buffer Yard Requirements (Article 6.8(N)): Shall not apply.
- D. Parking Area Landscaping (Article 6.8(O)). Shall apply, except as otherwise modified below.
- i. Interior Parking Area Landscaping (Article 6.8(O)(1)(a)). Shall apply, however, the Minimum Area Required for the District to be set aside for Parking Area islands shall be seven (7) percent.
- ii. Perimeter Parking Area Landscaping (Article 6.8(O)(2)). Shall apply, except as modified below.
- a. If adjacent Lots have vehicular cross-access and/or shared parking, then the shared Lot Line shall not require Perimeter Parking Area Landscaping; rather, the combined Parking Area shall be designed as a single Parking Area and landscaped in accordance with the Interior Parking Area Landscaping (Article 6.8(O)(1)) requirements.
- b. Perimeter Parking Area Landscaping shall not be required along the District's east property line; however, if approved by the City's Department of Public Works, then the otherwise required Perimeter Parking Area Landscaping along the District's east property line shall be installed within the adjacent real estate and may be subject to a shared maintenance agreement, at the discretion of the Department of Public Works.
- E. Perimeter Drainage and Utility Easements. Landscaping within drainage and utility easements required by the Department of Public Works around

the perimeter of Lots (the “Easements”) is restricted. As a result, if plantings required by this Ordinance are not permitted by the City within the Easements, then the required plantings shall be relocated and installed elsewhere on the Real Estate. If the relocation of plantings results in planting congestion or is otherwise contrary to landscaping best management practices, then the Director or Plan Commission may approve a landscape plan with fewer plantings than otherwise required.

8.4 Article 6.17 Sign Standards: Shall apply, except as modified below.

- A. Article 6.17(J) Nonresidential Center Signs: Shall apply to the District. The District shall be permitted one (1) Monument Sign (Center Only) in accordance with Article 6.17(J)(2)(a)(ii), which permits a maximum of fifteen (15) feet in Sign Height and one hundred and twenty (120) square feet of Sign Area, per face.
- B. Article 6.17(J)(3) Entrance Sign(s) (Center Only): Shall apply. Entrance Signs shall be permitted to identify tenants located within the District.

Section 9. **Infrastructure Standards.** The District’s infrastructure shall comply with the Unified Development Ordinance and the City’s Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works.

Section 10. **Design Standards.** The standards of Chapter 8 Design Standards shall apply to the development of the Real Estate, except as modified below.

- 10.1 Article 9.7 Pedestrian Network Standards: Shall apply. In addition, a pedestrian connection shall be required along the District’s east property line, as generally depicted on the Concept Plan, connecting the path on the north side of 175th Street to the path within the 32 Overlay Trail Corridor. A pocket park shall be required along this connection and shall include benches, landscaping and bicycle racks, as generally depicted on the Concept Plan.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

ALL OF WHICH IS ORDAINED/RESOLVED THIS 11TH DAY OF FEBRUARY, 2019.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 18-54** was delivered to the Mayor of Westfield

on the _____ day of February, 2019, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 18-54**

this _____ day of February, 2019.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 18-54**

this _____ day of February, 2019.

J. Andrew Cook, Mayor

This document prepared by: Jesse M. Pohlman, Onpointe Land Matters, LLC
Midland Atlantic Properties, Inc.
9000 Keystone Crossing, Suite 850, Indianapolis, Indiana 46240

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

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Character Exhibit
Exhibit D	Line-of-Sight Exhibit

EXHIBIT A
REAL ESTATE

A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A HARRISON MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID QUARTER SECTION THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST STATE PLANE BEARING ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 598.85 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS WEST 30.99 FEET TO THE SOUTH RIGHT OF WAY OF STATE ROAD 32 AND SPRUCE LANE, AS DESCRIBED IN INSTRUMENT # 2007-040771 AND THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE ON AND ALONG SAID RIGHT OF WAY LINE SOUTH 88 DEGREES 30 MINUTES 25 SECONDS EAST 117.55 FEET; THENCE SOUTH 85 DEGREES 00 MINUTES 22 SECONDS EAST ACROSS THE NORTH LINE OF SPRUCE STREET 81.79 FEET TO THE RIGHT OF WAY OF SPRUCE LANE AND STATE ROAD 32 AS DESCRIBED IN INSTRUMENT # 2007-040161; THENCE SOUTH 88 DEGREES 30 MINUTES 25 SECONDS EAST ON AND ALONG SAID RIGHT OF WAY OF SAID STATE ROAD 202.71 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS WEST 362.40 FEET TO THE SOUTHEAST CORNER OF INSTRUMENT # 2006-005438; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST 401.75 FEET TO THE SOUTHWEST CORNER OF INSTRUMENT # 2003-110187; THENCE NORTH 00 DEGREES 23 MINUTES 45 SECONDS EAST 379.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 3.42 ACRES MORE OR LESS.

STATE HIGHWAY 32

GREENWAY
CORRIDOR



EXAMPLE POCKET PARK

BICYCLE LANDING +
POCKET PARK

WHEELER ROAD

DISTRICT
BOUNDARY

175TH STREET

EXHIBIT B-1: CONCEPT PLAN
MONON CROSSING
PLANNED UNIT DEVELOPMENT DISTRICT

STATE HIGHWAY 32

GREENWAY
CORRIDOR



EXAMPLE POCKET PARK

BICYCLE LANDING +
POCKET PARK

WHEELER ROAD

DISTRICT
BOUNDARY

175TH STREET

EXHIBIT B-2: CONCEPT PLAN
MONON CROSSING
PLANNED UNIT DEVELOPMENT DISTRICT



offsets to individualize tenant storefronts and roofline modulation



articulated three-dimensional cornice



roof line modulation



facade offsets



pitched and gabled roof alternatives



outdoor seating





high quality materials

decorative lighting

outdoor seating



alternative awning designs



facade offsets

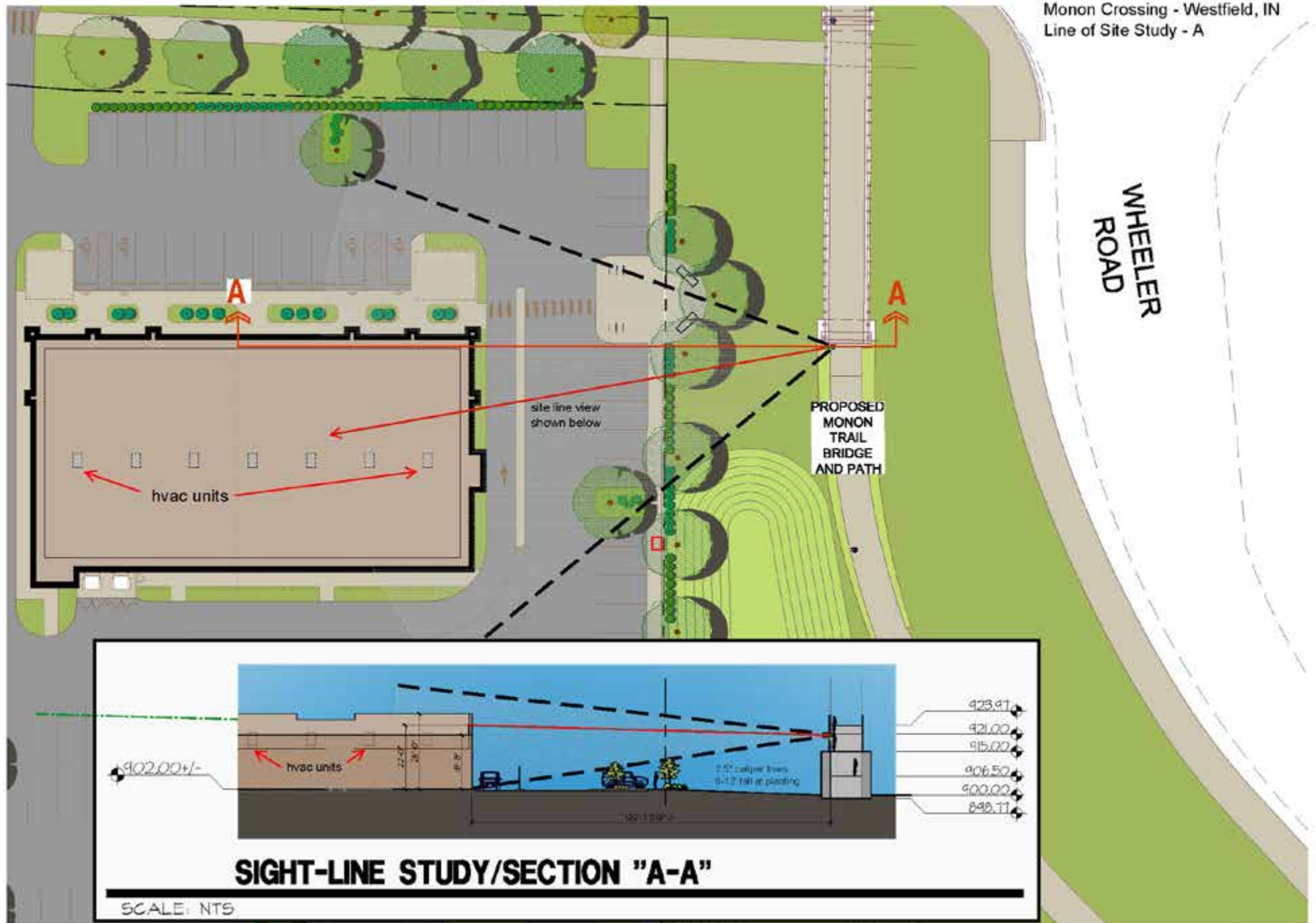
articulated three-dimensional cornice

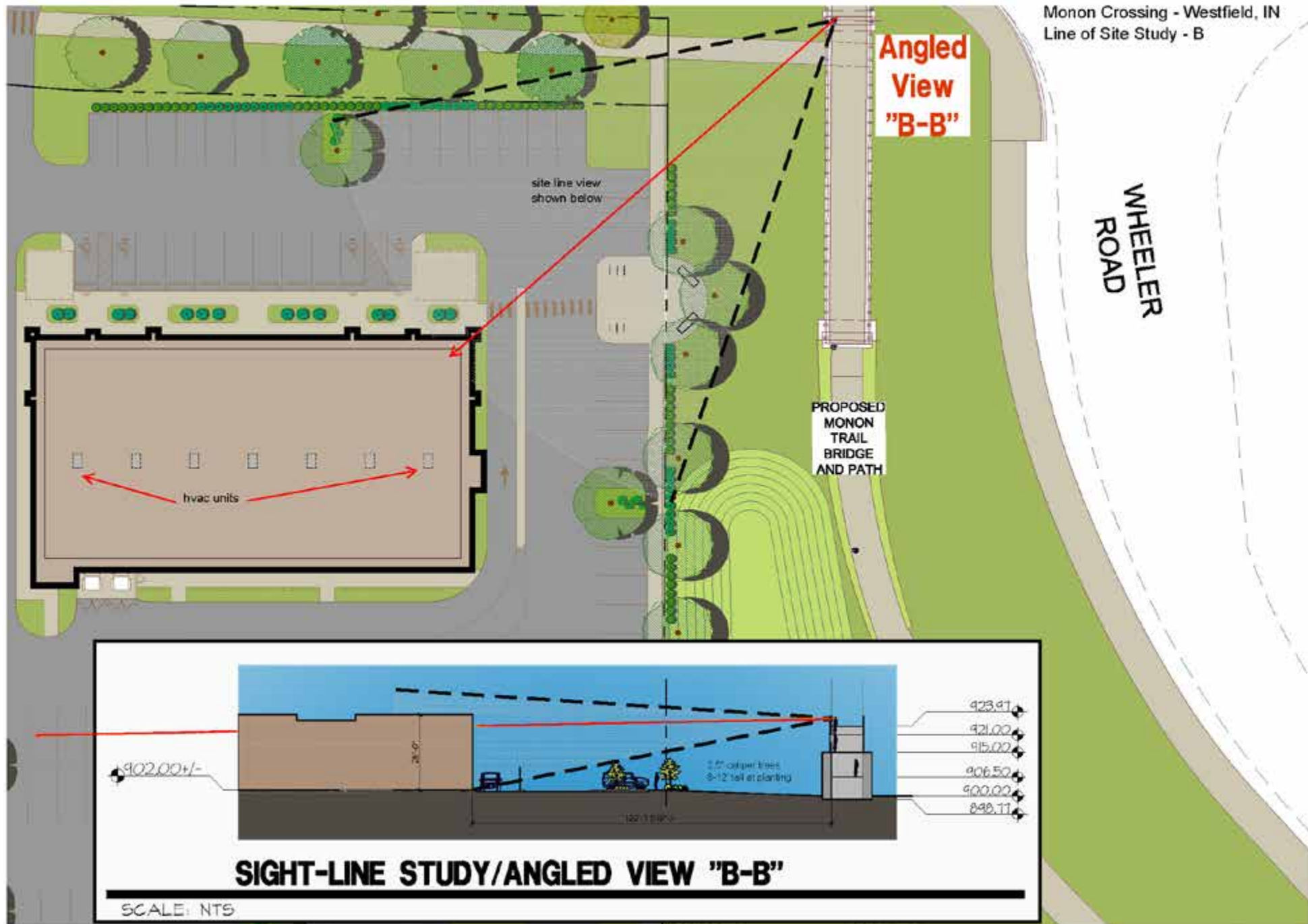
roof line modulation

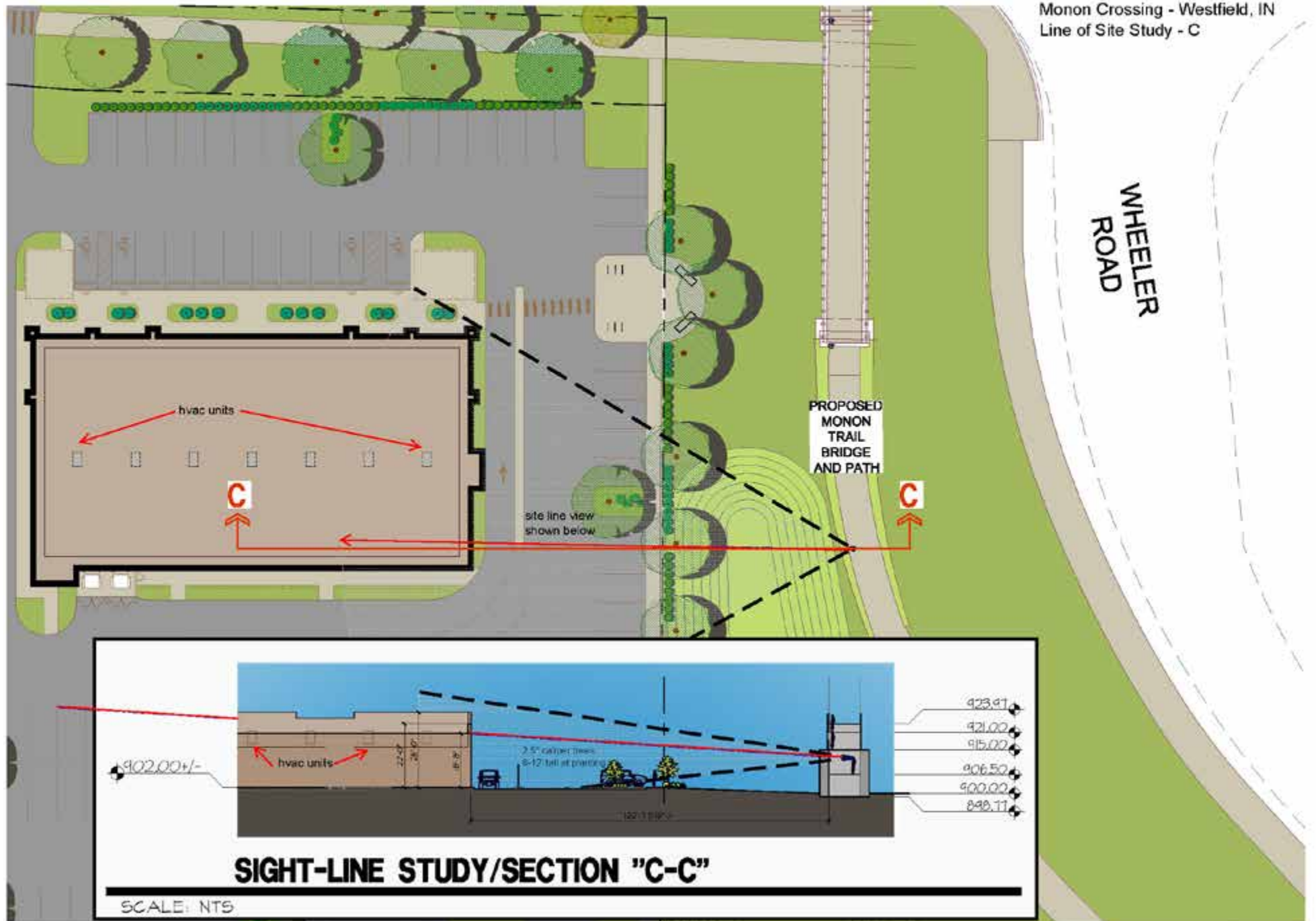


utility meter and mechanical screening

four-sided architecture









Westfield City Council Report

Ordinance Number:	18-54
APC Petition Number:	1901-PUD-01
Petitioner:	Midland Atlantic Properties, Inc (the "Petitioner")
Representative:	OnPointe Land Matters
Requested Action:	A change in zoning review of 3.42 acres +/- from AG-SF1: Agricultural / Single-Family Residential District and The Trails PUD to the Monon Crossing Planned Unit Development (PUD) District.
Current Zoning:	AG-SF1: Agricultural / Single-Family Residential The Trails PUD
Current Land Use:	Single-Family Residential
Approximate Acreage:	3.42 acres +/-
Exhibits:	1. Department Report 2. Location Map 3. Concept Plan 4. Character Exhibit 5. Proposed Ordinance 18-54
Prepared by:	Jonathan Dorsey, Associate Planner

PETITION HISTORY

The petition was introduced at the December 10, 2018, City Council meeting. The Petitioner held a neighborhood meetings at the 17400 Wheeler Road, Westfield on December 18, 2018 and on December 12, 2018. The petition received a public hearing at the January 7, 2019, Advisory Plan Commission (the "Plan Commission") meeting.

The Plan Commission sent 1811-PUD-29 to the City Council with a favorable recommendation by a vote of eight (8) to zero (0) at their February 4, 2019, meeting.

PROJECT OVERVIEW

Location: The Property is located at 827 State Road 32 East (see **Exhibit 2**).

Property Description: The Property is currently in the process of being rezoned to the Monon Crossing PUD District (Ordinance 18-54, *pending*) to allow for commercial development. The proposed PUD Ordinance establishes GB: General Business as the Underlying Zoning District.

Permitted Uses: The proposed PUD Ordinance defaults to the permitted and prohibited uses of the GB: General Business District and enhances the following:

Prohibited Uses: Special Exception Uses are explicitly prohibited within the District.

General Regulations: The proposed PUD Ordinance defaults to the standards of the Underlying Zoning District, except as modified below:

	Proposed PUD	GB District
Minimum Lot Frontage	80'	80'
Minimum Lot Width	No minimum	No minimum
Minimum Lot Area	No minimum	No minimum
Minimum Setbacks		
North Boundary (State Highway 32)	30'	60' *
South Boundary (175 th Street)	30'	20'
West Boundary (Residential Property)	10'	60'
East Boundary (Monon Trail Bridge)	No minimum	20' **
All Other	No minimum	20' **

* Established areas shall be the average setback of established buildings within the same Block and within three hundred (300) feet in either direction of the proposed building.

** In established areas where it is customary that businesses abut one another, the Side Yard Building Setback Lines may be reduced.

Development Standards: As proposed, the PUD Ordinance defaults to the standards of the Underlying Zoning District and State Highway 32 Overlay District with proposed modifications, which are briefly highlighted below:

Minimum Gross Floor Area: The proposed PUD Ordinance would reduce the State Highway 32 Overlay's minimum gross floor area requirement for buildings within the State Road 32 corridor (Article 5.3(J)). The proposal is to reduce the requirement from 5,000 square feet to 4,000 square feet, of which, a maximum of 1,000 square feet could be a permanent outdoor seating area.

Receptacle Location: Enclosed trash receptacles would be permitted to be located within the Established Front Yard of 175th Street. Also, if an enclosed trash receptacle is attached to a Principal Building, then an opaque gate/door may be oriented towards 175th Street.

Architectural Standards: The proposed PUD Ordinance would replace the architectural requirements of Article 6.3, and instead would require a modified Article 5.3(K) (State Highway 32 Overlay Architectural Requirements) to apply. The proposed modifications include requirements for mechanical/utility meter screening and a modification to the façade offset requirement. The PUD Ordinance also incorporates a Character Exhibit (see **Exhibit 4**) which provides examples of specific design elements that contribute to the intent and vision for the development of the Property.

Landscaping Standards: The proposed PUD Ordinance would modify several of the landscaping requirements of Article 6.8, as highlighted below:

i. Minimum Lot Landscaping (per acre):

	Proposed PUD	UDO Requirement
Shade Trees	2	10
Ornamental/Evergreen Trees	2 Ornamental	10
Shrubs	8	25

ii. Foundation Plantings: Foundation plantings would only be required along building facades oriented towards State Road 32.

iii. External Street Frontage: The planting requirements of Article 6.8(M) would not apply, rather, only the State Highway 32 Trail Corridor planting requirements would apply to this Property.

iv. Buffer Yard: Article 6.8(N) Shall not apply.

v. Interior Parking Area Landscaping: The proposed PUD Ordinance would reduce the minimum area required for parking islands from 10% to 7% of the total Parking Area.

vi. Perimeter Parking Area Landscaping: The proposed PUD Ordinance would not require Perimeter Parking Area Landscaping on the eastern edge of the Property, or between adjacent lots with shared parking/cross-access. After approval by the city's Department of Public Works, the otherwise required Perimeter Parking Area Landscaping on the District's East property line shall be installed within the adjacent right-of-way and may be subject to a shared maintenance agreement.

Sign Standards: The proposed PUD Ordinance would follow the Nonresidential Center Sign standards of Article 6.17(J), with the exception that tenant information can be added to the center's entrance signs permitted under Article 6.17(J)(3). Additionally, the proposed PUD Ordinance establishes a maximum size of 15 feet in height and 120 square feet in size for the single Nonresidential Center Monument Sign.

Design Standards: As proposed, the PUD Ordinance defaults to the Design Standards of the UDO, with the modifications as briefly highlighted below:

Article 9.7 Pedestrian Network Standards: Shall apply. In addition, a pedestrian connection shall be required along the District's east property line, as generally depicted on the Concept Plan, connecting the path on the North side of 175th Street to the path within the 32 Overlay Trail Corridor. A pocket park shall be required along this connection and shall include benches, landscaping, and bicycle racks, as generally depicted on the Concept Plan.

CHANGES SINCE THE PUBLIC HEARING

The petitioner has made changes to the petition since the January 7, 2019 public hearing. While some were purely formatting or clarification of the text, others were substantive and are briefly described in the following paragraphs.

First, the inclusion of graphics to demonstrate how the rooftop mechanicals/utility will be screened at the perspectives of trail users from varying heights along the Monon Trails Bridge. Additionally, the inclusion of language ensuring the construction of a pocket park along the East side of the site that connects with the Pedestrian Network as shown on the Concept Plan. At the February 4, 2019, Advisory Plan Commission Meeting, the Plan Commission forwarded the Proposed Ordinance 18-54 with a favorable recommendation.

COMPREHENSIVE PLAN

The Property falls within the Highway Employment Corridor land use area of the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan"). Office and service, research and development, retail and institutional uses that are subordinate to and supportive of the office and services use, and similar uses are contemplated as appropriate uses within the Highway Corridor area. Along with development that ensures that infill development is compatible in mass, scale, density, materials, and architectural style to existing developments. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the January 7, 2019, Plan Commission meeting. Notice of the public hearings was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the December 10, 2018, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its February 4, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction: December 10, 2018

Eligible for Adoption: February 11, 2019

Submitted by: Jonathan Dorsey, Associate Planner
Economic and Community Development Department

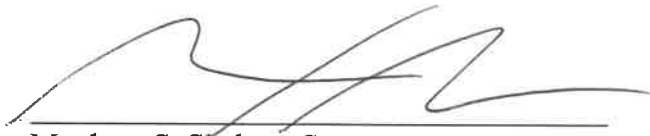
**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, January 7, 2019, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	1901-PUD-01
Ordinance No.	18-54
Petitioner	Midland Atlantic Properties
Description	A change in zoning review of 3.42 acres +/- from AG-SF1: Agricultural / Single-Family Residential District and The Trails PUD to the Monon Crossing Planned Unit Development (PUD) District.

On February 4, 2019, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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

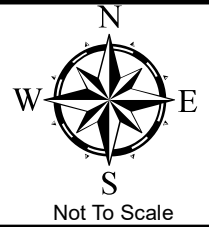

Matthew S. Skelton, Secretary

February 6, 2019

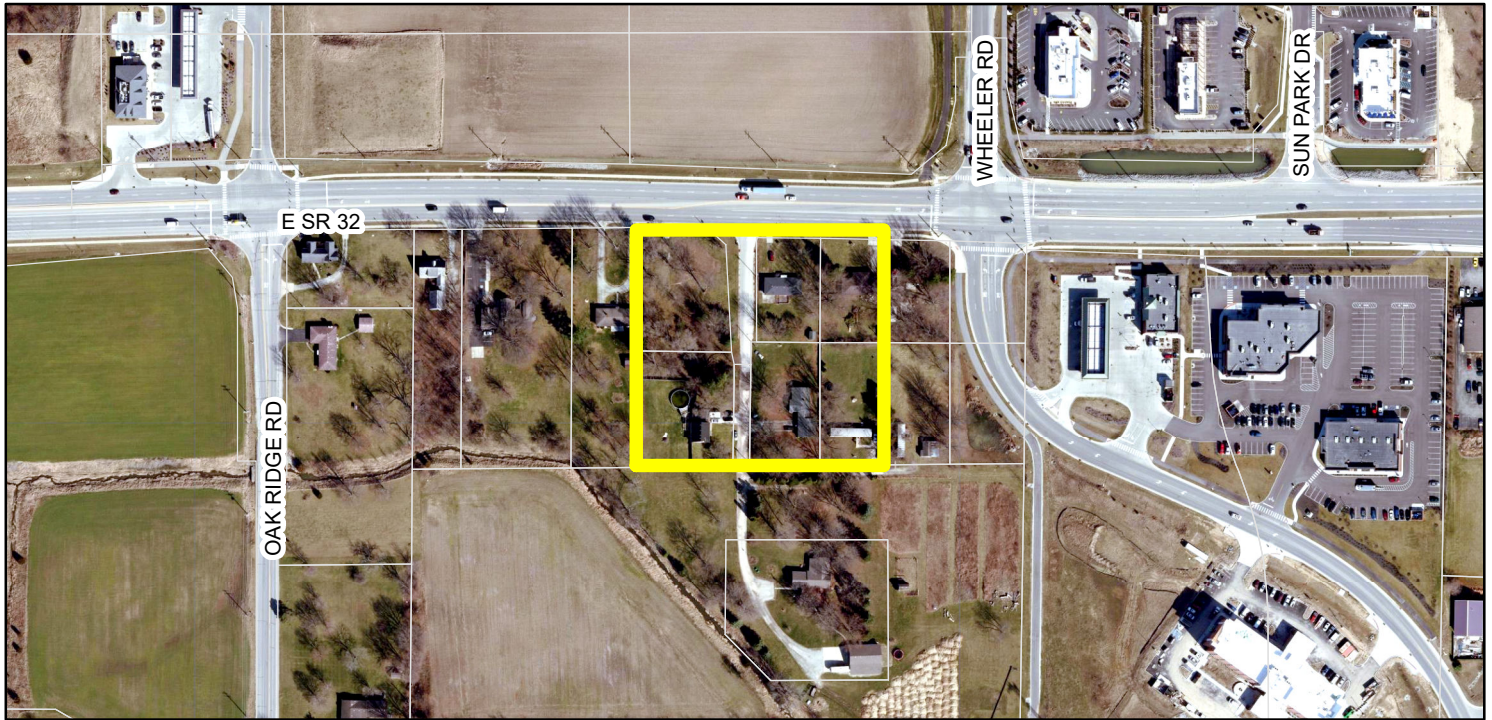
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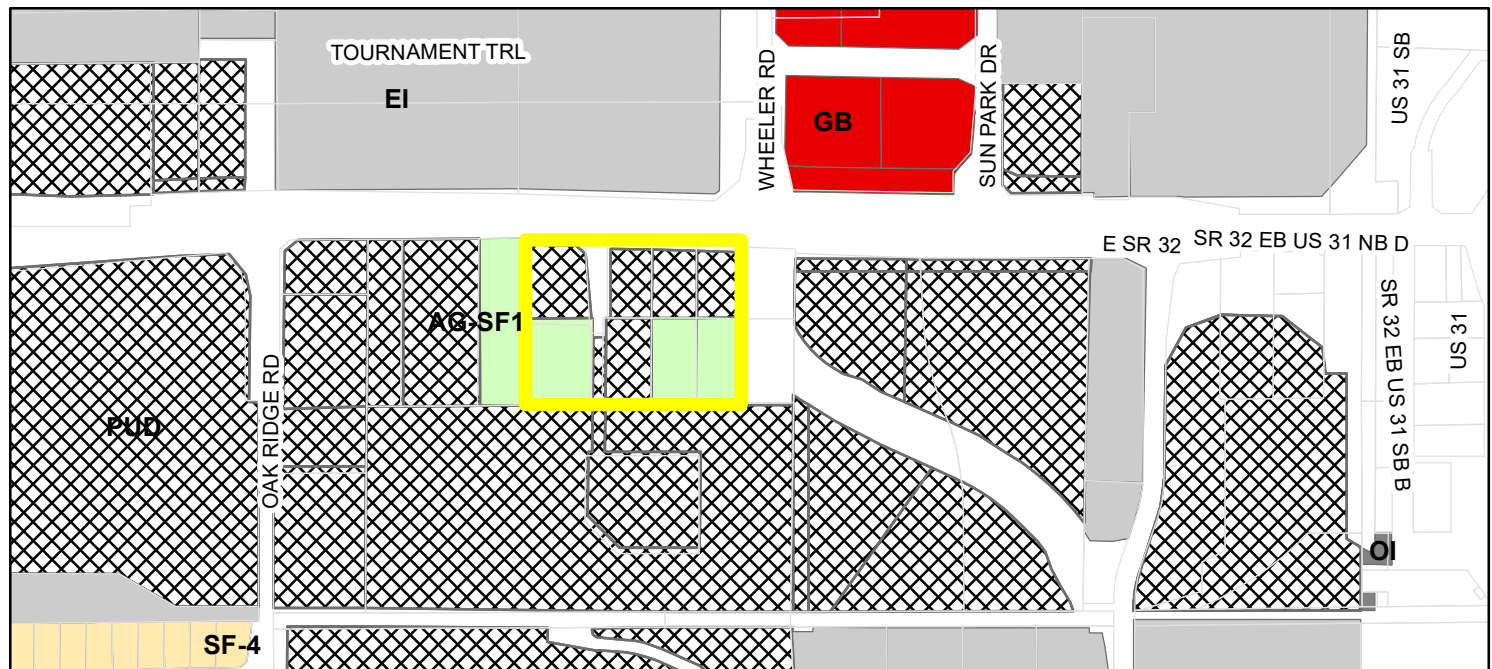
Property Location Map
Monon Crossing PUD District
Planned Unit Development
1901-PUD-01



Aerial Location Map



Zoning Map



- | | |
|--|--------------------------------|
| Parcel | GB (General Business) |
| Zoning - All | OI (Open Industrial) |
| Zoning | PUD (Planned Unit Development) |
| AG-SF1 (Agriculture - Single Family - 1) | SF-4 (Single Family - 4) |
| EI (Enclosed Industrial) | |

STATE HIGHWAY 32

GREENWAY
CORRIDOR



EXAMPLE POCKET PARK

BICYCLE LANDING +
POCKET PARK

WHEELER ROAD

DISTRICT
BOUNDARY

175TH STREET

EXHIBIT B-1: CONCEPT PLAN
MONON CROSSING
PLANNED UNIT DEVELOPMENT DISTRICT

STATE HIGHWAY 32

GREENWAY
CORRIDOR



EXAMPLE POCKET PARK

BICYCLE LANDING +
POCKET PARK

WHEELER ROAD

DISTRICT
BOUNDARY

175TH STREET

EXHIBIT B-2: CONCEPT PLAN
MONON CROSSING
PLANNED UNIT DEVELOPMENT DISTRICT



offsets to individualize tenant storefronts and roofline modulation



articulated three-dimensional cornice



roof line modulation



facade offsets

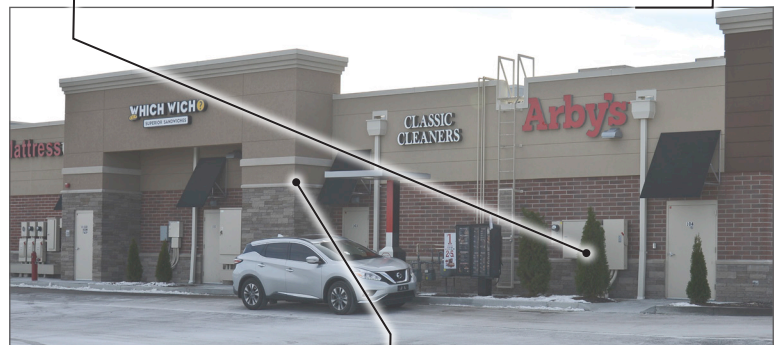
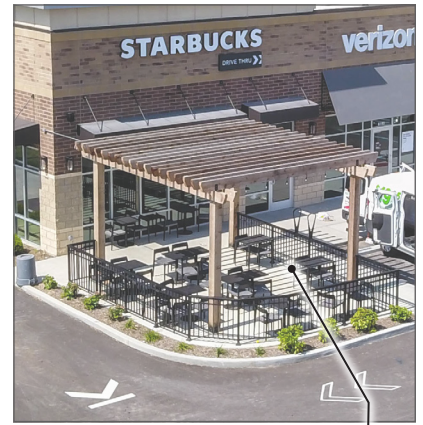


pitched and gabled roof alternatives



outdoor seating

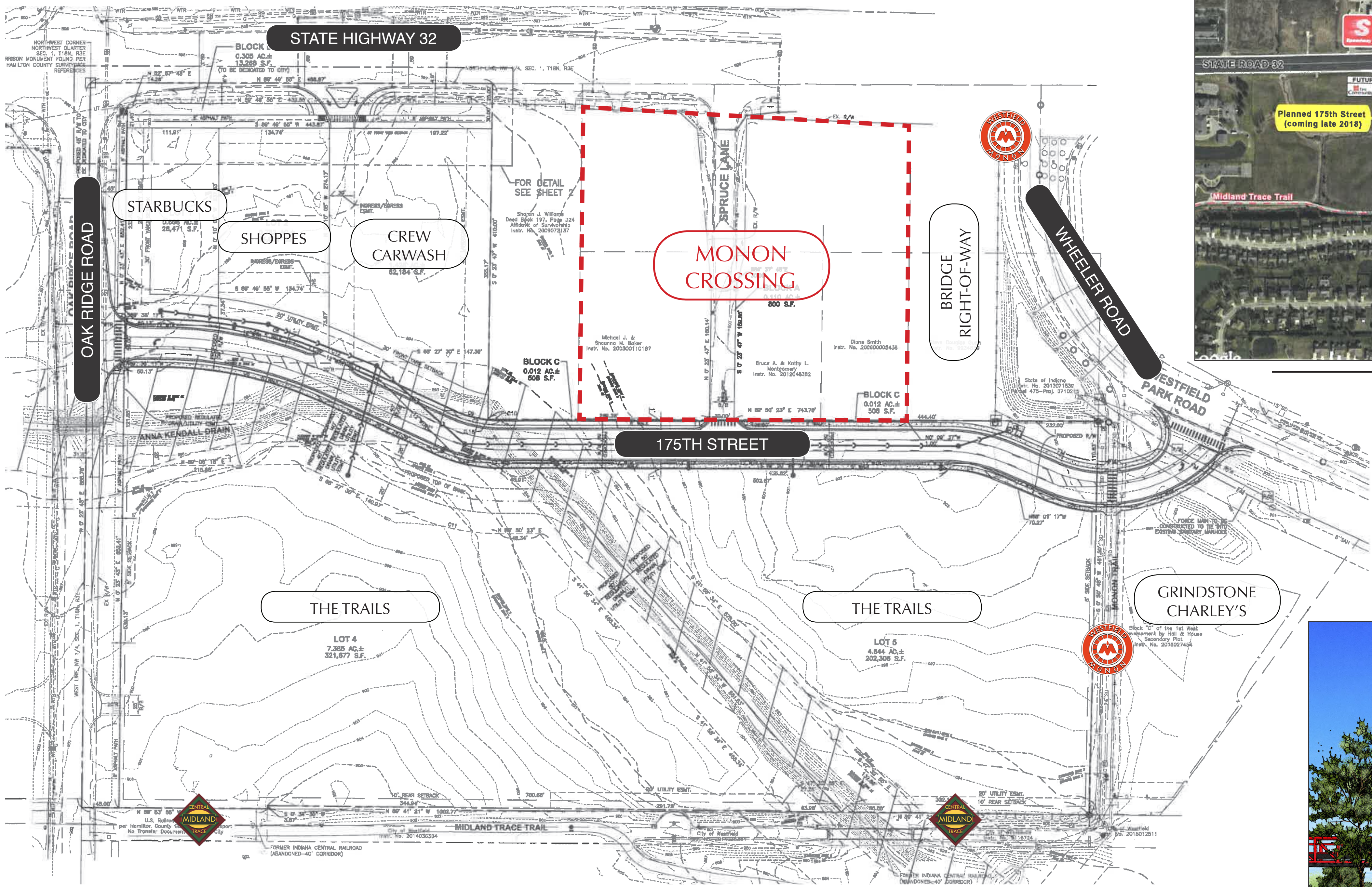




four-sided architecture

LOCATION MAP EXHIBITS

DEVELOPMENT CONTEXT

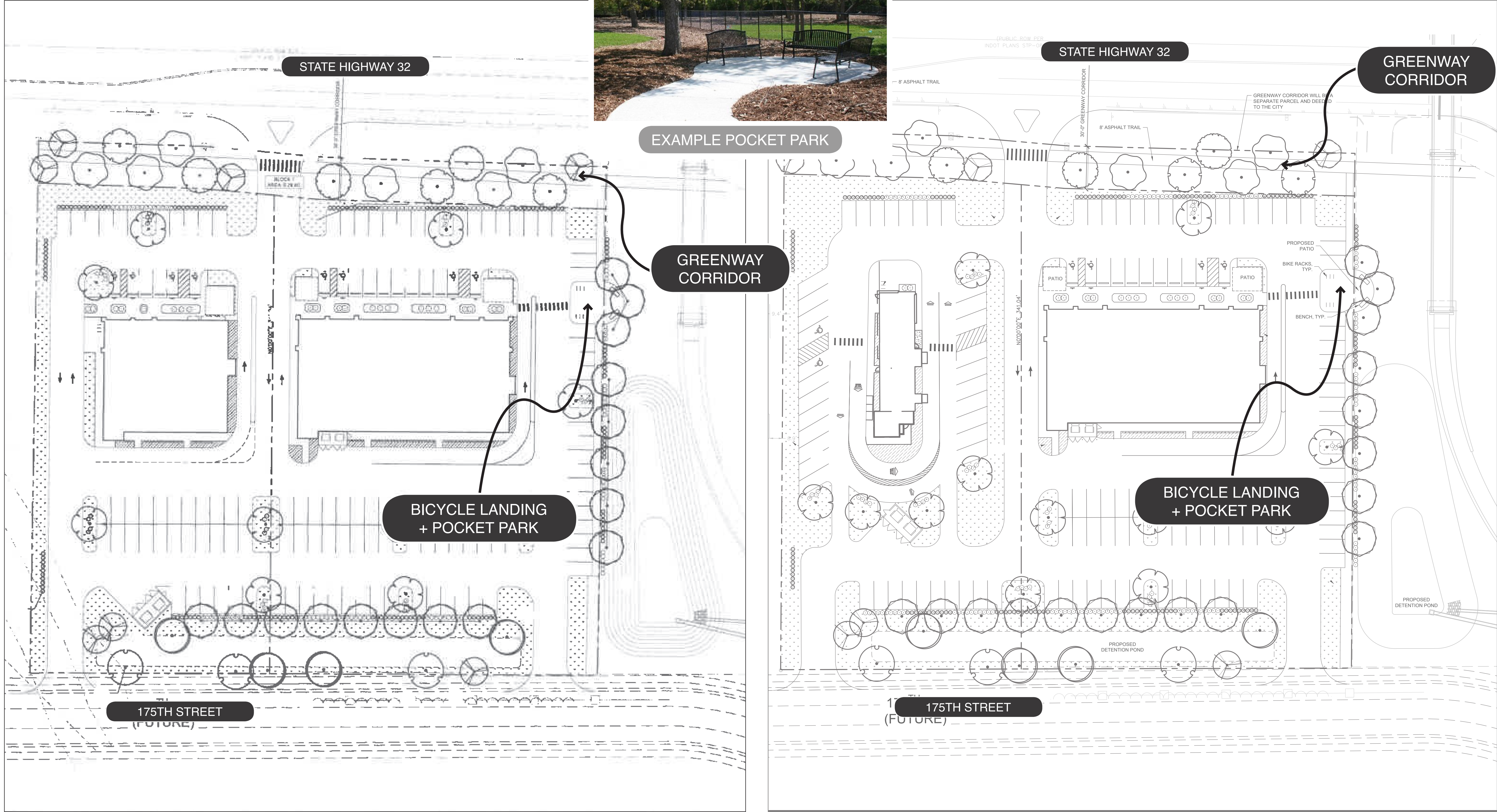


AERIAL LOCATION EXHIBIT

MONON TRAIL PEDESTRIAN BRIDGE



CONCEPT PLANS



CHARACTER EXHIBITS



offsets to individualize tenant storefronts and roofline modulation



articulated three-dimensional cornice



roof line modulation



facade offsets



pitched and gabled roof alternatives

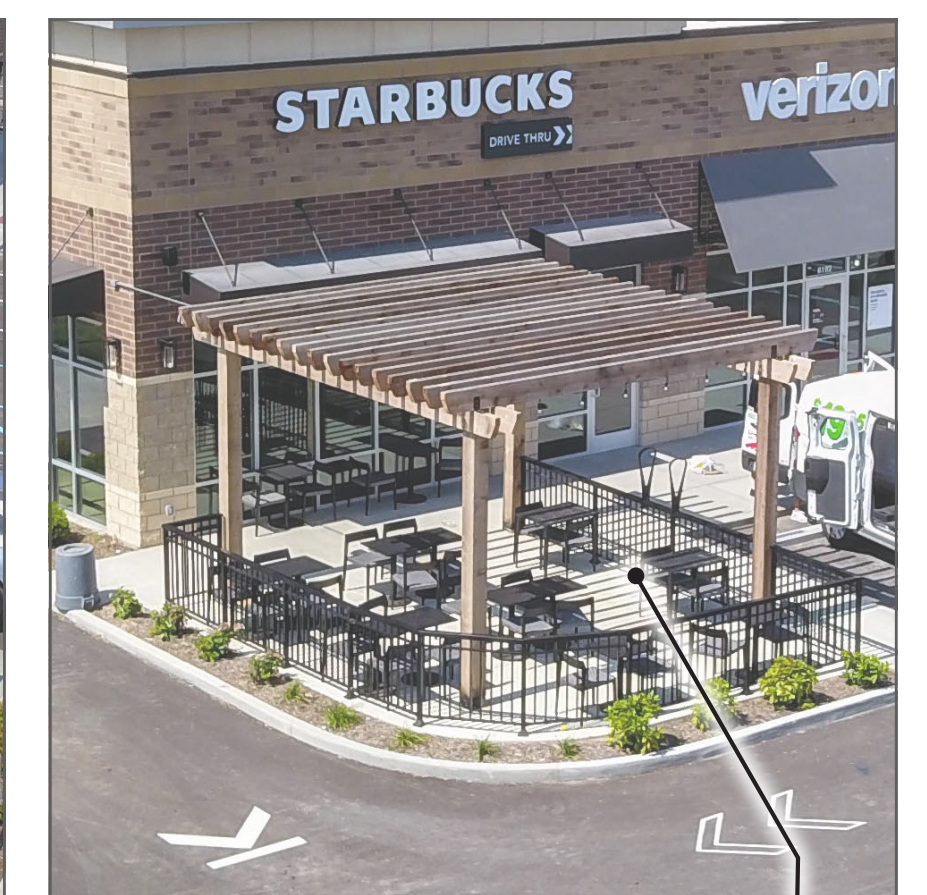


outdoor seating



high quality materials

decorative lighting



outdoor seating



alternative awning designs



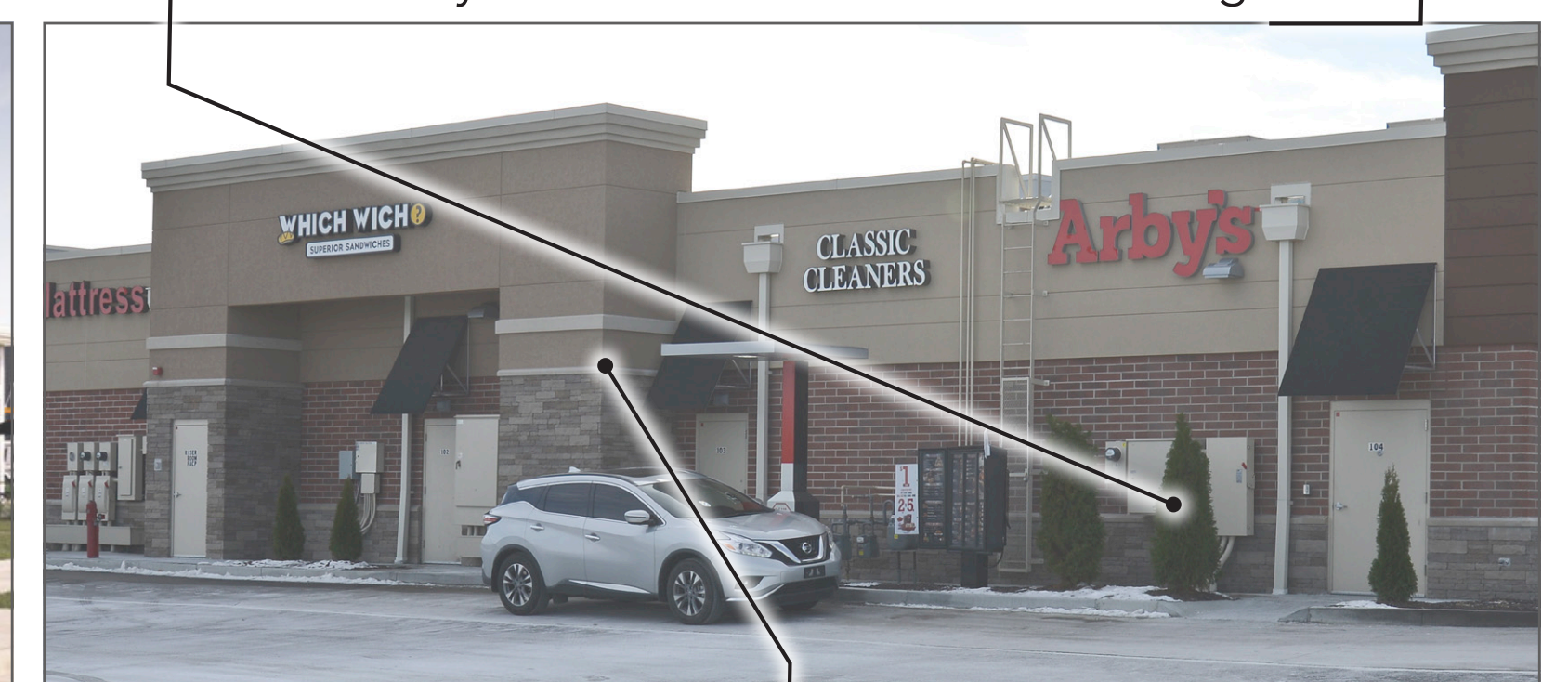
facade offsets

articulated three-dimensional cornice

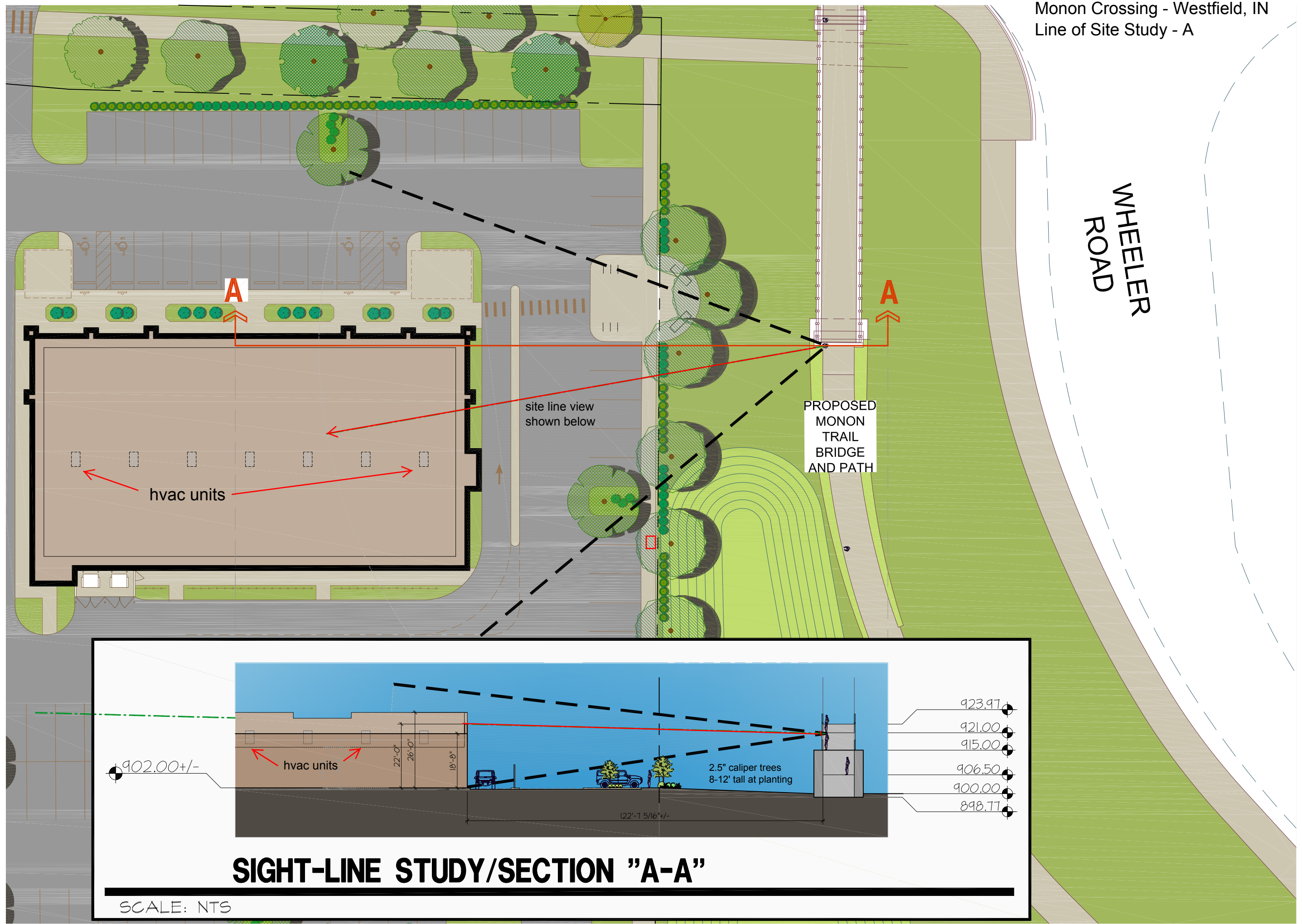
roof line modulation



utility meter and mechanical screening

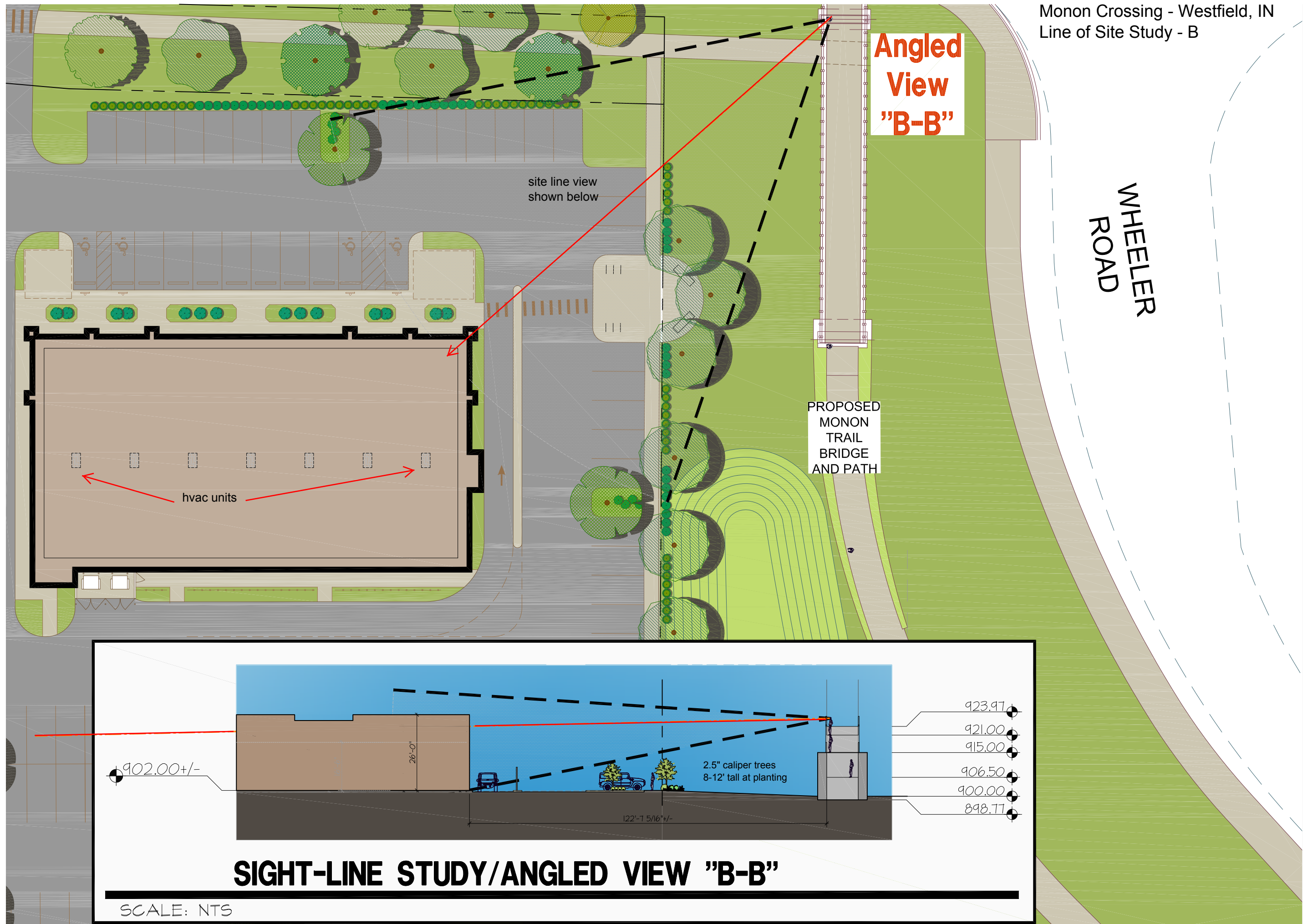


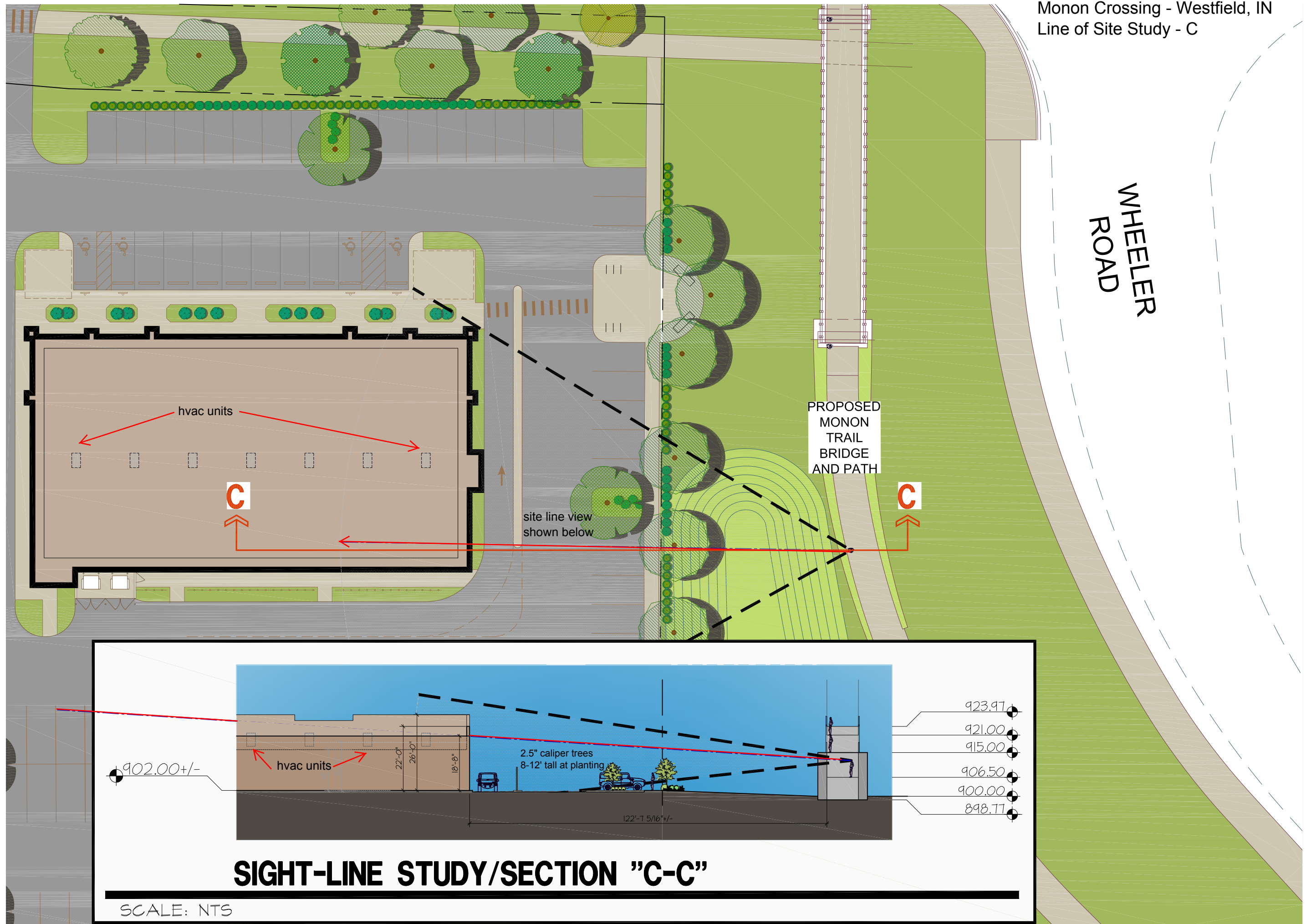
four-sided architecture



SIGHT-LINE STUDY/SECTION "A-A"

SCALE: NTS







Westfield City Council Report

Ordinance Number:	19-03
APC Petition Number:	1902-PUD-02
Petitioner:	Riverview Hospital (the "Petitioner")
Requested Action:	An amendment to the Junction PUD District in order to accommodate a helipad for a hospital use.
Current Zoning:	Junction PUD District
Current Land Use:	Hospital
Acreage:	8.89 acres +/-
Exhibits:	1. Staff Report & APC Certification 2. Location Map 3. Concept Plan 4. Ord. 19-03 (Junction PUD Amendment)
Staff Reviewer:	Kevin M. Todd, AICP

PETITION HISTORY

This petition was introduced at the [January 14, 2019, City Council meeting](#). The petition received a public hearing at the [January 22, 2019, Advisory Plan Commission](#) (the "Plan Commission") meeting. The Plan Commission forwarded a unanimous favorable recommendation (8-0) to the City Council at its [February 4, 2019, meeting](#).

PROJECT OVERVIEW

Location: This subject property (the "Property") is located at the northeast corner of U.S. Highway 31 and State Road 32 (see [Exhibit 2](#)).

Property History: The original Junction PUD Ordinance was adopted by the Council in July 2014. In December 2015, an amendment to the PUD Ordinance was adopted specific to the Riverview Hospital project. In April 2016, a Detailed Development Plan for the site was approved. In April 2018, a second amendment was adopted regarding signage for the Riverview Hospital campus.

If the current proposed PUD amendment is approved, a subsequent Detailed Development Plan amendment would need to be approved.

Project Description and Analysis: The proposed PUD amendment requests to add “Heliport accessory to a Hospital” as a permitted use on the Property. The PUD Ordinance would also include a concept plan (see [Exhibit 3](#)) which depicts a proposed location for a heliport adjacent to the hospital building/emergency room. Finally, the proposed PUD Ordinance includes development and design standards that would be specific to a heliport. The proposed standards address flight path orientation, warning light visibility, and landscaping relocation.

MODIFICATIONS SINCE THE INTRODUCTION

Since the Council introduction, modifications were made to the PUD Ordinance to add clarification to various sections of the text. In addition, graphic exhibits were added to help depict details related to the flight path locations and their slopes, as well as details related to lighting recommendations.

COMPREHENSIVE PLAN

The Future Land Use Plan in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as the “Gateway Sub-District” within the “Downtown” land use classification. The Downtown area was further studied in 2008 after the formation of the Grand Junction Task Group (the “GJTG”). The study resulted in an amendment to the Comprehensive Plan known as the Grand Junction Master Plan and Addendum, adopted in 2009. Subsequently, amendments to the Comprehensive Plan were adopted in 2013, for the [Grand Junction Implementation Plan](#) (the “Implementation Plan”), and in 2015 and 2016 with the adoption of chapters of the [Grand Junction Sub-District Addendum](#) (collectively, the “Grand Junction Plan”).

The Grand Junction Plan recommends a range of building heights from three (3) to six (6) stories for areas located south and east of the proposed heliport site, and it recommends at least one (1) building west of the proposed heliport (and across U.S. Highway 31) be a minimum of five (5) stories in height so that it can project above the elevated U.S. Highway 31 roadway and ramps. The petitioner has worked with staff to ensure that the projected flight paths of the proposed heliport do not interfere with: 1) any entitled (but not yet built) building heights within the nearby area; and 2) any Comprehensive Plan-recommended future building heights within the nearby area.

The petitioner met with the [Grand Junction Task Group](#) on December 4, 2018, and has received support for the proposed PUD amendment.

PROCEDURAL

Public Hearing: A change of zoning request is required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the January 22, 2019, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

Council Introduction: The petition was introduced at the January 14, 2019, City Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its February 4, 2019, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed).

City Council

Introduction:	January 14, 2019
Eligible for Adoption:	February 11, 2019
Submitted by:	Kevin M. Todd, AICP Economic and Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Tuesday, January 22, 2019, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	1902-PUD-02
Ordinance No.	19-03
Petitioner	Riverview Hospital
Description	An amendment to the Junction PUD District in order to accommodate a helipad for a hospital use.

On February 4, 2019, a motion was made and passed to send a favorable recommendation (Vote: 8 in favor, 0 opposed) of the proposal to the City Council:

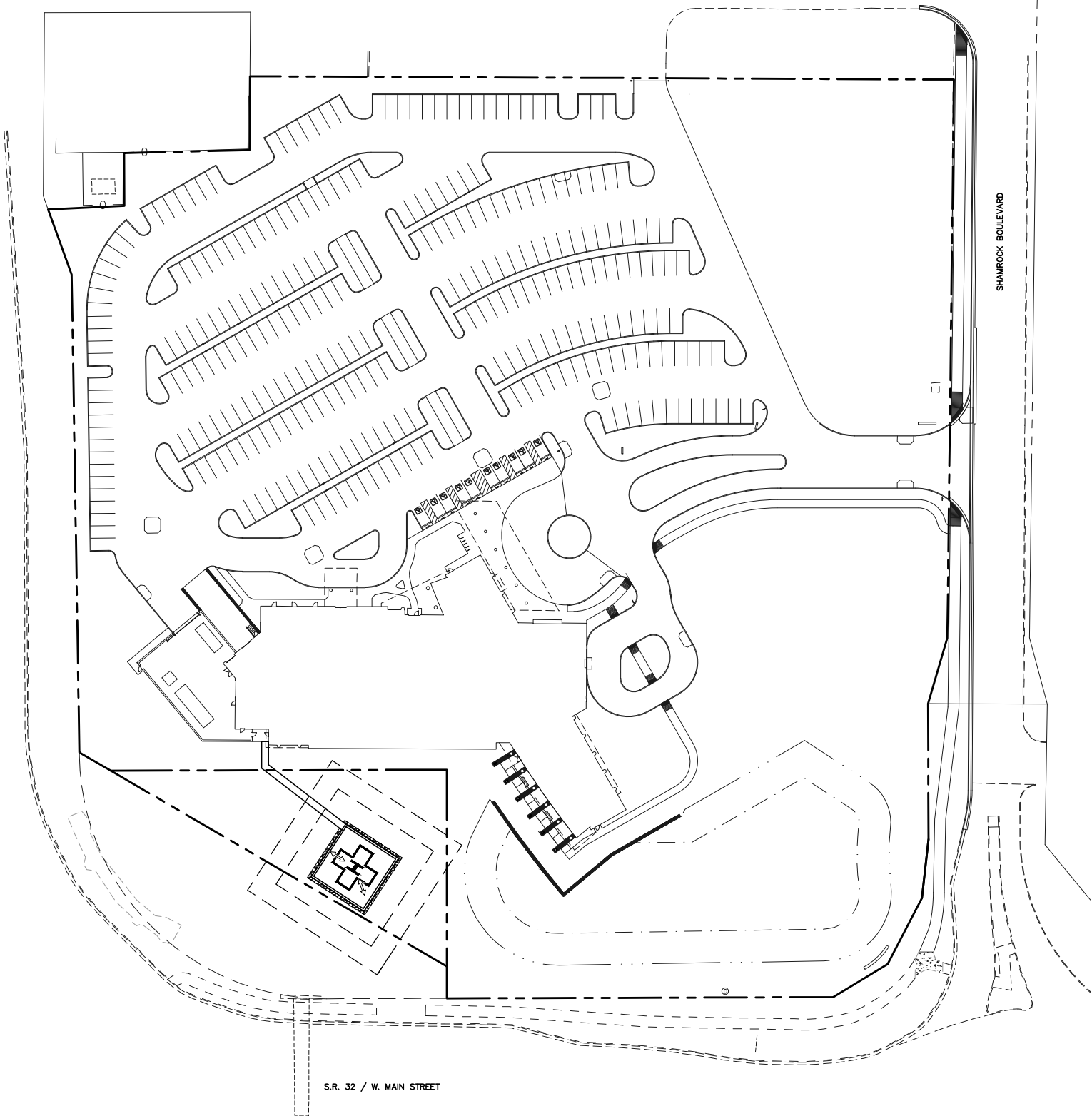
The above-mentioned proposal and the Advisory Plan Commission's recommendation thereof are hereby certified.



Matthew S. Skelton, Secretary

February 5, 2019

Date



0' 100'
SCALE: 1" = 100'
January 9, 2019



Site Exhibit

Riverview Hospital Heliport

Westfield, Indiana



AMERICAN
STRUCTUREPOINT
INC.

2015.00843



TireDiscounters

7976







2/5/2019 1:39:27 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 11, 2019

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 31 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 11 day of February, 2019

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

Report Date Range: 01/10/19..02/05/19

2/5/2019 1:35 PM

Page 1 of 31

WESTFIELD\kgagnon

	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
	Administration									
	VEN002336	Citizens Westfield	APP058424	1/10/2019	101001328	ADM-HEAT/GAS	Heat	1,037.63	66033	1/15/2019
	VEN006362	Anthem EAP	APP058493	1/15/2019	101001119	ADM-HEALTH AND DENTAL	1st quart EAP	14.22	66095	1/15/2019
	VEN005845	Kinetrex Energy	APP058526	1/17/2019	101001328	ADM-HEAT/GAS	Heat	775.42	66104	1/17/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101001119	ADM-HEALTH AND DENTAL	Medical Ins	2,442.89	66107	1/18/2019
	VEN001676	Riverview Hospital	APP058539	1/18/2019	101001119	ADM-HEALTH AND DENTAL	Clinic invoice	124.51	66108	1/18/2019
	VEN001537	Payroll	APP058557	1/22/2019	101001111	ADM-SALARY	sal	8,949.02	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101001120	ADM-FICA AND MEDICARE	fica	533.88	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101001120	ADM-FICA AND MEDICARE	med	124.87	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101001121	ADM-PERF	perf	1,010.75	500000418	1/22/2019
	VEN000589	Duke Energy	APP058584	1/23/2019	101001341	ADM-ELECTRICITY	Electric	505.77	66111	1/23/2019
	VEN000513	DavisVision	APP058605	1/24/2019	101001119	ADM-HEALTH AND DENTAL	Vision Ins	25.74	66113	1/24/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101001119	ADM-HEALTH AND DENTAL	Medical Ins	2,442.89	66112	1/24/2019
	VEN000534	Delta Dental	APP058701	1/31/2019	101001119	ADM-HEALTH AND DENTAL	Dental Ins	97.78	66115	1/31/2019
	VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101001119	ADM-HEALTH AND DENTAL	Life Ins	7.96	66116	1/31/2019
	VEN000589	Duke Energy	APP058841	2/4/2019	101001341	ADM-ELECTRICITY	DWA	105.04		
	VEN000589	Duke Energy	APP058841	2/4/2019	101001341	ADM-ELECTRICITY	City Hall parking area	19.68		
	VEN000589	Duke Energy	APP058841	2/4/2019	101001341	ADM-ELECTRICITY	Red Man parking area	9.01		
	VEN000589	Duke Energy	APP058841	2/4/2019	101001341	ADM-ELECTRICITY	Old Clinic House	214.98		
	VEN000917	Humane Society for Hamilton	APP058842	2/4/2019	101001349	ADM-SERVICES	Strays	4,726.00	500000421	2/4/2019
	VEN005717	Background Investigation Bureau	APP058975	2/5/2019	101001349	ADM-SERVICES	Background ck	11.95		
	VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101001334	ADM-TRAVEL/TRAINING/SE	CPR class	9.00		
	VEN001537	Payroll	APP058992	2/5/2019	101001111	ADM-SALARY	Payroll	8,949.03		
	VEN001537	Payroll	APP058992	2/5/2019	101001120	ADM-FICA AND MEDICARE	FICA	533.88		
	VEN001537	Payroll	APP058992	2/5/2019	101001120	ADM-FICA AND MEDICARE	Medicare	124.84		
	VEN001537	Payroll	APP058992	2/5/2019	101001121	ADM-PERF	PERF	1,010.73		
	VEN007016	Kelly Harrington Nicholl LLC	APP059000	2/5/2019	101001331	ADM-CONSULTING	December services	5,000.00		
	VEN000695	Financial Solutions Group	APP059002	2/5/2019	101001331	ADM-CONSULTING	1782 Notice review	2,225.00		
	VEN002097	Westfield Chamber Of Commerce	APP059003	2/5/2019	101001350	ADM-SUB/DUES/MEMBERS	Membership for 2019	450.00		
	VEN000832	Hamilton Co Leadership Academy	APP059004	2/5/2019	101001347	ADM-PROMOTIONS	HCLA Sponsorship	2,500.00		
	VEN007293	Robert Livingston	APP059005	2/5/2019	101001334	ADM-TRAVEL/TRAINING/SE	Diversity and Inclusion trainin	2,394.78		
	VEN000695	Financial Solutions Group	APP059008	2/5/2019	101001331	ADM-CONSULTING	Annexation	1,270.00		
	VEN000695	Financial Solutions Group	APP059008	2/5/2019	101001331	ADM-CONSULTING	General Consulting	1,435.00		

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Fund No. Fund Name									
101	General								
Administration									
VEN001953	Thomson West	APP059009	2/5/2019	101001330	ADM-ATTORNEY/CONSULTA	West Information charges	172.11		
VEN000263	Bose Public Affairs Group LLC	APP059010	2/5/2019	101001331	ADM-CONSULTING	Ec Dev	5,000.00		
VEN002097	Westfield Chamber Of Commerce	APP059011	2/5/2019	101001347	ADM-PROMOTIONS	January luncheon	40.00		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101001347	ADM-PROMOTIONS	January Luncheon	20.00		
VEN001469	O W Krohn and Associates	APP059013	2/5/2019	101001349	ADM-SERVICES	December services	5,655.00		
VEN001469	O W Krohn and Associates	APP059013	2/5/2019	101001349	ADM-SERVICES	November services	11,495.00		
VEN001992	Traynor and Associates	APP059014	2/5/2019	101001349	ADM-SERVICES	iBeach31 Appraisals	1,900.00		
Subtotal for Administration							73,364.36		
Police									
VEN002336	Citizens Westfield	APP058424	1/10/2019	101002328	POLICE-HEAT/GAS	Heat	881.26	66033	1/15/2019
VEN000314	C.A.R. Clinic	APP058488	1/15/2019	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,680.68		
VEN007232	R A D Systems	APP058491	1/15/2019	101002350	POLICE-SUBSCRIPTIONS/D	Instructor Renewal -Steffan S	75.00		
VEN006362	Anthem EAP	APP058493	1/15/2019	101002119	POLICE-HEALTH AND DENT	1st quart EAP	237.00	66095	1/15/2019
VEN001455	Noblesville Police Dept.	APP058516	1/16/2019	101002354	POLICE-PHYSICAL EXAM	New Hire Exam - Marcus Harr	1,265.73	66101	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	101002328	POLICE-HEAT/GAS	Heat	750.83	66104	1/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101002119	POLICE-HEALTH AND DENT	Medical Ins	57,317.25	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101002119	POLICE-HEALTH AND DENT	Clinic invoice	2,841.82	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101002111	POLICE-SALARY	sal	152,314.02	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101002120	POLICE-FICA AND MEDICAR	fica	9,083.18	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101002120	POLICE-FICA AND MEDICAR	med	2,124.32	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101002121	POLICE-PERF	perf	23,412.00	500000418	1/22/2019
VEN000251	Bob Block Fitness Equipment	APP058576	1/23/2019	101002345	POLICE-EQUIP REPAIR	Repair Treadmill	57.50		
VEN000589	Duke Energy	APP058584	1/23/2019	101002341	POLICE-ELECTRICITY	Electric	1,980.81	66111	1/23/2019
VEN000513	DavisVision	APP058605	1/24/2019	101002119	POLICE-HEALTH AND DENT	Vision Ins	518.24	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101002119	POLICE-HEALTH AND DENT	Medical Ins	56,186.33	66112	1/24/2019
VEN000924	IACAI	APP058657	1/31/2019	101002350	POLICE-SUBSCRIPTIONS/D	Membership Dougherty	35.00		
VEN001555	Pet Supplies Plus	APP058658	1/31/2019	101002355	POLICE-K-9 MAINT	Dog Food	79.96		
VEN001555	Pet Supplies Plus	APP058658	1/31/2019	101002355	POLICE-K-9 MAINT	Dog Food	61.98		
VEN000314	C.A.R. Clinic	APP058659	1/31/2019	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,945.06		
VEN001856	Sun Badge Co	APP058660	1/31/2019	101002229	POLICE-UNIFORMS	Uniform Badges	599.50		
VEN000434	Comcast Cable	APP058662	1/31/2019	101002349	POLICE-SERVICES	Monthly Statement	225.94		
VEN006285	Ceres Solutions Cooperative	APP058667	1/31/2019	101002226	POLICE-VEHICLE GAS/SUPP	Fuel	7,246.86		

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Fund No. Fund Name									
101	General								
	Police								
VEN002279	Naval Surface Warfare Center	APP058688	1/31/2019	101002472	POLICE-EQUIPMENT	Thermal / Night Vision	1,800.00		
VEN006499	Curtis Blue Line	APP058689	1/31/2019	101002229	POLICE-UNIFORMS	Outer Vest	367.45		
VEN006196	Yellow Dog Veterinary Clinic	APP058690	1/31/2019	101002355	POLICE-K-9 MAINT	Rabies Shot - Pilot	25.00		
VEN000345	Cave and Company Printing	APP058691	1/31/2019	101002337	POLICE-PRINTING	Business Cards	59.63		
VEN000942	Imagery LLC	APP058692	1/31/2019	101002229	POLICE-UNIFORMS	Polo Shirts	222.43		
VEN001206	L-3 Communication Mobile Vision	APP058693	1/31/2019	101002345	POLICE-EQUIP REPAIR	Microphone, Mounting Blocks,	2,726.50		
VEN006222	SuperFleet Master Card	APP058694	1/31/2019	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	296.92		
VEN000534	Delta Dental	APP058701	1/31/2019	101002119	POLICE-HEALTH AND DENT	Dental Ins	2,423.12	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101002119	POLICE-HEALTH AND DENT	Life Ins	207.73	66116	1/31/2019
VEN006285	Ceres Solutions Cooperative	APP058774	1/31/2019	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	6,252.84		
VEN000644	Enviro-max Inc	APP058924	2/4/2019	101002343	POLICE-BUILDING MAINTEN	HVAC maintenance	1,075.50		
VEN001361	Mid America Elevator	APP058933	2/4/2019	101002343	POLICE-BUILDING MAINTEN	New embergency battery	19.24		
VEN006285	Ceres Solutions Cooperative	APP058935	2/4/2019	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	6,774.59		
VEN002121	Westfield Youth Assistance	APP058936	2/4/2019	101002347	POLICE-PROMOTIONS	Youth Recognition Breakfast	250.00		
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101002223	POLICE-OFFICE SUPPLIES	Paper	42.30		
VEN001537	Payroll	APP058992	2/5/2019	101002111	POLICE-SALARY	Payroll	156,847.24		
VEN001537	Payroll	APP058992	2/5/2019	101002120	POLICE-FICA AND MEDICAR	FICA	9,368.89		
VEN001537	Payroll	APP058992	2/5/2019	101002120	POLICE-FICA AND MEDICAR	Medicare	2,191.11		
VEN001537	Payroll	APP058992	2/5/2019	101002121	POLICE-PERF	PERF	24,128.54		
	Subtotal for Police						535,999.30		

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Fund No.	Fund Name								
101	General								
	Economic and Community Development								
VEN000809	Greenstreet	APP058486	1/15/2019	101003310	ECD-PLANNING CONSULTIN	Data requests	325.00		
VEN006362	Anthem EAP	APP058493	1/15/2019	101003119	ECD-HEALTH AND DENTAL	1st quart EAP	61.62	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101003119	ECD-HEALTH AND DENTAL	Medical Ins	10,195.84	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101003119	ECD-HEALTH AND DENTAL	Clinic invoice	549.92	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101003111	ECD-SALARY	sal	31,189.17	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101003120	ECD-FICA AND MEDICARE	fica	1,879.37	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101003120	ECD-FICA AND MEDICARE	med	439.56	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101003121	ECD-PERF	perf	4,428.86	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101003119	ECD-HEALTH AND DENTAL	Vision Ins	123.69	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101003119	ECD-HEALTH AND DENTAL	Medical Ins	10,195.84	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101003119	ECD-HEALTH AND DENTAL	Dental Ins	332.48	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101003119	ECD-HEALTH AND DENTAL	Life Ins	51.74	66116	1/31/2019
VEN001826	Staples	APP058857	2/4/2019	101003223	ECD-OFFICE SUPPLIES	Paper	18.63		
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101003223	ECD-OFFICE SUPPLIES	Paper	21.15		
VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101003334	ECD-TRAVEL/TRAINING/SE	CPR class	9.00		
VEN001537	Payroll	APP058992	2/5/2019	101003111	ECD-SALARY	Payroll	31,189.17		
VEN001537	Payroll	APP058992	2/5/2019	101003120	ECD-FICA AND MEDICARE	FICA	1,879.37		
VEN001537	Payroll	APP058992	2/5/2019	101003120	ECD-FICA AND MEDICARE	Medicare	439.53		
VEN001537	Payroll	APP058992	2/5/2019	101003121	ECD-PERF	PERF	4,428.86		
VEN007293	Robert Livingston	APP059005	2/5/2019	101003334	ECD-TRAVEL/TRAINING/SE	Diversity and Inclusion trainin	798.26		
Subtotal for Economic and Community Development							98,557.06		

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Fund No.	Fund Name									
101	General									
	Parks									
	VEN006362	Anthem EAP	APP058493	1/15/2019	101005119	PARKS-HEALTH AND DENT	1st quart EAP	18.96	66095	1/15/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101005119	PARKS-HEALTH AND DENT	Medical Ins	2,946.01	66107	1/18/2019
	VEN001676	Riverview Hospital	APP058539	1/18/2019	101005119	PARKS-HEALTH AND DENT	Clinic invoice	182.15	66108	1/18/2019
	VEN001537	Payroll	APP058557	1/22/2019	101005111	PARKS-SALARY	sal	8,829.24	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101005120	PARKS-FICA AND MEDICARE	fica	528.72	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101005120	PARKS-FICA AND MEDICARE	med	123.66	500000418	1/22/2019
	VEN001537	Payroll	APP058557	1/22/2019	101005121	PARKS-PERF	perf	1,253.74	500000418	1/22/2019
	VEN000513	DavisVision	APP058605	1/24/2019	101005119	PARKS-HEALTH AND DENT	Vision Ins	31.34	66113	1/24/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101005119	PARKS-HEALTH AND DENT	Medical Ins	2,946.01	66112	1/24/2019
	VEN000534	Delta Dental	APP058701	1/31/2019	101005119	PARKS-HEALTH AND DENT	Dental Ins	142.62	66115	1/31/2019
	VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101005119	PARKS-HEALTH AND DENT	Life Ins	11.94	66116	1/31/2019
	VEN000345	Cave and Company Printing	APP058854	2/4/2019	101005337	PARKS-PRINTING	Business cards	158.08		
	VEN005709	Service Sanitation Inc	APP058855	2/4/2019	101005476	PARKS-EQUIP LEASES	Deer Walk	95.00		
	VEN005709	Service Sanitation Inc	APP058855	2/4/2019	101005476	PARKS-EQUIP LEASES	3233 W 166th	91.00		
	VEN005717	Background Investigation Bureau	APP058975	2/5/2019	101005349	PARKS-SERVICES	Background ck	406.30		
	VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101005334	PARKS-TRAVEL/TRAINING/S	CPR class	3.00		
	VEN000249	BMI General Licensing	APP058987	2/5/2019	101005350	PARKS-SUBSCRIPTION/DUES	Music licensing	358.00		
	VEN006426	DISA Inc	APP058989	2/5/2019	101005349	PARKS-SERVICES	Drug testing	51.50		
	VEN001537	Payroll	APP058992	2/5/2019	101005111	PARKS-SALARY	Payroll	8,829.24		
	VEN001537	Payroll	APP058992	2/5/2019	101005120	PARKS-FICA AND MEDICARE	FICA	528.72		
	VEN001537	Payroll	APP058992	2/5/2019	101005120	PARKS-FICA AND MEDICARE	Medicare	123.66		
	VEN001537	Payroll	APP058992	2/5/2019	101005121	PARKS-PERF	PERF	1,253.74		
	VEN007293	Robert Livingston	APP059005	2/5/2019	101005334	PARKS-TRAVEL/TRAINING/S	Diversity and Inclusion trainin	798.26		
	Subtotal for Parks							29,710.89		
	Economic Dev									
	VEN000513	DavisVision	APP058605	1/24/2019	101006119	ECONOMIC DEV-HEALTH/DE	Vision Ins	12.87	66113	1/24/2019
	VEN000534	Delta Dental	APP058701	1/31/2019	101006119	ECONOMIC DEV-HEALTH/DE	Dental Ins	85.46	66115	1/31/2019
	VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101006119	ECONOMIC DEV-HEALTH/DE	Life Ins	3.98	66116	1/31/2019
	Subtotal for Economic Dev							102.31		

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Fund No. Fund Name									
101	General								
Informatics									
VEN006362	Anthem EAP	APP058493	1/15/2019	101007119	IT-HEALTH AND DENTAL	1st quart EAP	28.44	66095	1/15/2019
VEN002050	Verizon Wireless	APP058524	1/17/2019	101007332	IT-CELLULAR/PAGERS/MOBI	EMS	41.14	66106	1/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101007119	IT-HEALTH AND DENTAL	Medical Ins	6,546.69	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101007119	IT-HEALTH AND DENTAL	Clinic invoice	334.33	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101007111	IT-SALARY	sal	16,073.74	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101007120	IT-FICA AND MEDICARE	fica	906.32	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101007120	IT-FICA AND MEDICARE	med	211.97	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101007121	IT-PERF	perf	2,282.48	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101007119	IT-HEALTH AND DENTAL	Vision Ins	62.68	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101007119	IT-HEALTH AND DENTAL	Medical Ins	6,546.69	66112	1/24/2019
VEN000157	AT and T Mobility	APP058686	1/31/2019	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and aircards	216.36		
VEN000534	Delta Dental	APP058701	1/31/2019	101007119	IT-HEALTH AND DENTAL	Dental Ins	326.96	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101007119	IT-HEALTH AND DENTAL	Life Ins	23.88	66116	1/31/2019
VEN006678	Amazon Capital Services	APP058771	1/31/2019	101007472	IT-EQUIPMENT	Security camera replacement	6,636.78		
VEN006331	enVista llc	APP058773	1/31/2019	101007331	IT-CONSULTING	Sharepoint monitoring	920.00		
VEN000882	HHPA	APP058779	1/31/2019	101007350	IT-SUBSCRIPTIONS/DUES	2019 Annual Dues	25,850.00		
VEN005996	Konica Minolta Premier Fin	APP058782	1/31/2019	101007337	IT-PRINTING	Copy machine rentals	1,053.89		
VEN004591	Virtusa Corporation	APP058783	1/31/2019	101007331	IT-CONSULTING	Jan Services	4,027.00		
VEN005146	Konica Minolta Business	APP058844	2/4/2019	101007337	IT-PRINTING	Click charges	8.35		
VEN005146	Konica Minolta Business	APP058845	2/4/2019	101007337	IT-PRINTING	Click charges	108.99		
VEN003729	Metronet	APP058849	2/4/2019	101007335	IT-TELEPHONE	Long distance and landlines	2,223.09		
VEN000739	Frontier	APP058852	2/4/2019	101007335	IT-TELEPHONE	PW and PSB	345.05		
VEN002050	Verizon Wireless	APP058853	2/4/2019	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones and air cards	10,276.82		
VEN006394	GoToKiosk LLC	APP058876	2/4/2019	101007331	IT-CONSULTING	Trail Kiosk CMS Software Ch	3,995.00		
VEN001537	Payroll	APP058992	2/5/2019	101007111	IT-SALARY	Payroll	16,073.74		
VEN001537	Payroll	APP058992	2/5/2019	101007120	IT-FICA AND MEDICARE	FICA	945.97		
VEN001537	Payroll	APP058992	2/5/2019	101007120	IT-FICA AND MEDICARE	Medicare	221.23		
VEN001537	Payroll	APP058992	2/5/2019	101007121	IT-PERF	PERF	2,282.48		
VEN007293	Robert Livingston	APP059005	2/5/2019	101007334	IT-TRAVEL/TRAINING/SEMIN	Diversity and Inclusion trainin	798.26		
Subtotal for Informatics							109,368.33		

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Fund No. Fund Name									
101	General								
	Clerk Treasurer								
VEN000940	ILMCT	APP058443	1/10/2019	101008350	CT-SUBSCRIPTIONS/DUES/		692.00	66053	1/15/2019
VEN004297	ADP-Payroll	APP058461	1/14/2019	101008331	CT-CONSULTING	Processing charges	6,540.75	500000414	1/14/2019
VEN000938	IIMC	APP058487	1/15/2019	101008350	CT-SUBSCRIPTIONS/DUES/	Annual Membership fee	760.00	66098	1/15/2019
VEN006362	Anthem EAP	APP058493	1/15/2019	101008119	CT-HEALTH AND DENTAL	1st quart EAP	28.44	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101008119	CT-HEALTH AND DENTAL	Medical Ins	4,825.15	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101008119	CT-HEALTH AND DENTAL	Clinic invoice	246.71	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101008111	CT-SALARY	sal	16,684.02	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101008120	CT-FICA AND MEDICARE	fica	974.29	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101008120	CT-FICA AND MEDICARE	med	227.85	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101008121	CT-PERF	perf	1,955.54	500000418	1/22/2019
VEN000837	Hamilton County Auditor Courthouse	APP058593	1/24/2019	101008331	CT-CONSULTING	right of way	10.00	66110	1/24/2019
VEN000847	Hamilton County Recorder	APP058594	1/24/2019	101008331	CT-CONSULTING	quit claim	50.00	66109	1/24/2019
VEN000513	DavisVision	APP058605	1/24/2019	101008119	CT-HEALTH AND DENTAL	Vision Ins	69.95	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101008119	CT-HEALTH AND DENTAL	Medical Ins	4,825.15	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101008119	CT-HEALTH AND DENTAL	Dental Ins	257.04	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101008119	CT-HEALTH AND DENTAL	Life Ins	22.60	66116	1/31/2019
VEN000847	Hamilton County Recorder	APP058780	1/31/2019	101008331	CT-CONSULTING	bond ordinances	75.00	66114	1/31/2019
VEN001469	O W Krohn and Associates	APP058819	2/1/2019	101008331	CT-CONSULTING	Services for December	315.00		
VEN002097	Westfield Chamber Of Commerce	APP058821	2/1/2019	101008347	CT-PROMOTIONS	January luncheon	120.00		
VEN001826	Staples	APP058857	2/4/2019	101008223	CT-OFFICE SUPPLIES	Paper	20.89		
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101008223	CT-OFFICE SUPPLIES	Paper	21.15		
VEN001537	Payroll	APP058992	2/5/2019	101008111	CT-SALARY	Payroll	16,688.35		
VEN001537	Payroll	APP058992	2/5/2019	101008120	CT-FICA AND MEDICARE	FICA	974.57		
VEN001537	Payroll	APP058992	2/5/2019	101008120	CT-FICA AND MEDICARE	Medicare	227.85		
VEN001537	Payroll	APP058992	2/5/2019	101008121	CT-PERF	PERF	1,956.15		
Subtotal for Clerk Treasurer							58,568.45		

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Fund No. Fund Name									
101	General								
Mayor									
VEN006362	Anthem EAP	APP058493	1/15/2019	101009119	MAYOR-HEALTH AND DENT	1st quart EAP	4.74	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101009119	MAYOR-HEALTH AND DENT	Medical Ins	1,272.97	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101009119	MAYOR-HEALTH AND DENT	Clinic invoice	64.56	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101009111	MAYOR-SALARY	sal	4,459.62	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101009120	MAYOR- FICA AND MEDICAR	fica	271.66	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101009120	MAYOR- FICA AND MEDICAR	med	63.53	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101009121	MAYOR-PERF	perf	633.27	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101009119	MAYOR-HEALTH AND DENT	Vision Ins	12.87	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101009119	MAYOR-HEALTH AND DENT	Medical Ins	1,272.97	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101009119	MAYOR-HEALTH AND DENT	Dental Ins	40.62	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101009119	MAYOR-HEALTH AND DENT	Life Ins	2.70	66116	1/31/2019
VEN007229	Inspiring Transformations LLC	APP058985	2/5/2019	101009347	MAYOR-PROMOTIONS	Wellbeing Coalition	7,400.00		
VEN001537	Payroll	APP058992	2/5/2019	101009111	MAYOR-SALARY	Payroll	4,459.62		
VEN001537	Payroll	APP058992	2/5/2019	101009120	MAYOR- FICA AND MEDICAR	FICA	271.66		
VEN001537	Payroll	APP058992	2/5/2019	101009120	MAYOR- FICA AND MEDICAR	Medicare	63.53		
VEN001537	Payroll	APP058992	2/5/2019	101009121	MAYOR-PERF	PERF	633.27		
VEN007293	Robert Livingston	APP059005	2/5/2019	101009334	MAYOR-TRAVEL/TRAINING/	Diversity and Inclusion trainin	798.26		
VEN006595	H2O2 Productions LLC	APP059006	2/5/2019	101009347	MAYOR-PROMOTIONS	Mayors Ball	1,500.00		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101009347	MAYOR-PROMOTIONS	January Luncheon	20.00		
Subtotal for Mayor							23,245.85		
City Council									
VEN002097	Westfield Chamber Of Commerce	APP058986	2/5/2019	101010347	CITY COUNCIL-PROMOTION	January Luncheon	60.00		
VEN006597	ATEC Inc	APP059007	2/5/2019	101010472	CITY COUNCIL-EQUIPMENT	Chamber recorder project	9,275.00		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101010347	CITY COUNCIL-PROMOTION	January Luncheon	40.00		
Subtotal for City Council							9,375.00		

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Fund No. Fund Name									
101	General								
Public Works									
VEN002336	Citizens Westfield	APP058424	1/10/2019	101013349	PW-CONTRACTUAL SERVIC	Heat	946.68	66033	1/15/2019
VEN002336	Citizens Westfield	APP058489	1/15/2019	101013342	PW-WATER/SEWER	PW	681.20	66096	1/15/2019
VEN006362	Anthem EAP	APP058493	1/15/2019	101013119	PW-HEALTH AND DENTAL	1st quart EAP	161.16	66095	1/15/2019
VEN002048	Vectren	APP058522	1/17/2019	101013349	PW-CONTRACTUAL SERVIC	1438 151st	18.57	66105	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	101013349	PW-CONTRACTUAL SERVIC	Heat	841.49	66104	1/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101013119	PW-HEALTH AND DENTAL	Medical Ins	26,683.83	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101013119	PW-HEALTH AND DENTAL	Clinic invoice	2,418.73	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101013111	PW-SALARY	sal	71,189.59	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101013120	PW-FICA AND MEDICARE	fica	4,166.64	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101013120	PW-FICA AND MEDICARE	med	974.41	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101013121	PW-PERF	perf	10,513.53	500000418	1/22/2019
VEN000589	Duke Energy	APP058584	1/23/2019	101013341	PW-ELECTRIC	Electric	4,506.50	66111	1/23/2019
VEN000589	Duke Energy	APP058584	1/23/2019	101013341	PW-ELECTRIC	Electric	1,450.59	66111	1/23/2019
VEN000513	DavisVision	APP058605	1/24/2019	101013119	PW-HEALTH AND DENTAL	Vision Ins	173.50	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101013119	PW-HEALTH AND DENTAL	Medical Ins	26,683.83	66112	1/24/2019
VEN001464	Northside Garage Door System	APP058670	1/31/2019	101013343	PW-BLDG MAINT	Barn garage door opener	1,300.00		
VEN001305	Martin Tree Service	APP058672	1/31/2019	101013349	PW-CONTRACTUAL SERVIC	Tree removal	2,900.00		
VEN001879	T.M.T Inc	APP058681	1/31/2019	101013349	PW-CONTRACTUAL SERVIC	Tree Removal Invoice	4,225.00		
VEN000534	Delta Dental	APP058701	1/31/2019	101013119	PW-HEALTH AND DENTAL	Dental Ins	1,373.28	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101013119	PW-HEALTH AND DENTAL	Life Ins	134.04	66116	1/31/2019
VEN002336	Citizens Westfield	APP058850	2/4/2019	101013342	PW-WATER/SEWER	PW	653.88		
VEN001826	Staples	APP058857	2/4/2019	101013223	PW-OFFICE SUPPLIES	Paper	9.32		
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101013223	PW-OFFICE SUPPLIES	Paper	43.96		
VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101013334	PW-TRAVEL/TRAINING/SEMI	CPR class	63.00		
VEN000987	Indiana Street Commissioner's Assoc	APP058990	2/5/2019	101013350	PW-SUBS/DUES	2019 ISCA dues	35.00		
VEN001537	Payroll	APP058992	2/5/2019	101013111	PW-SALARY	Payroll	76,853.79		
VEN001537	Payroll	APP058992	2/5/2019	101013120	PW-FICA AND MEDICARE	FICA	4,542.62		
VEN001537	Payroll	APP058992	2/5/2019	101013120	PW-FICA AND MEDICARE	Medicare	1,062.41		
VEN001537	Payroll	APP058992	2/5/2019	101013121	PW-PERF	PERF	11,285.53		
VEN007293	Robert Livingston	APP059005	2/5/2019	101013334	PW-TRAVEL/TRAINING/SEMI	Diversity and Inclusion trainin	3,193.04		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101013347	PW-PROMOTIONS	January Luncheon	20.00		
Subtotal for Public Works							259,105.12		

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Fund No. Fund Name									
101	General								
	Grand Park								
VEN006362	Anthem EAP	APP058492	1/15/2019	101015119	GP-HEALTH/DENTAL	1st quart EAP	33.18	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101015119	GP-HEALTH/DENTAL	Medical Ins	4,813.02	66107	1/18/2019
VEN000513	DavisVision	APP058605	1/24/2019	101015119	GP-HEALTH/DENTAL	Vision Ins	24.07	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101015119	GP-HEALTH/DENTAL	Medical Ins	4,813.02	66112	1/24/2019
	Subtotal for Grand Park						9,683.29		
	Communications								
VEN006362	Anthem EAP	APP058493	1/15/2019	101020119	COMM-INSURANCE	1st quart EAP	14.22	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101020119	COMM-INSURANCE	Medical Ins	1,776.09	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101020119	COMM-INSURANCE	Clinic invoice	91.08	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101020111	COMM-SALARY	sal	6,921.73	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101020120	COMM-FICA	fica	422.07	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101020120	COMM-FICA	med	98.71	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101020121	COMM-PERF	perf	982.88	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101020119	COMM-INSURANCE	Vision Ins	18.47	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101020119	COMM-INSURANCE	Medical Ins	1,776.09	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101020119	COMM-INSURANCE	Dental Ins	78.02	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101020119	COMM-INSURANCE	Life Ins	11.94	66116	1/31/2019
VEN006234	CarisDesign	APP058776	1/31/2019	101020331	COMM- CONSULT	Interviews for State of the City	390.00		
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101020223	COMM- OFFICE SUPP	Paper	7.54		
VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101020334	COMM- TRAINING	CPR class	6.00		
VEN001537	Payroll	APP058992	2/5/2019	101020111	COMM-SALARY	Payroll	6,921.73		
VEN001537	Payroll	APP058992	2/5/2019	101020120	COMM-FICA	FICA	422.07		
VEN001537	Payroll	APP058992	2/5/2019	101020120	COMM-FICA	Medicare	98.71		
VEN001537	Payroll	APP058992	2/5/2019	101020121	COMM-PERF	PERF	982.88		
VEN001359	Michelle Krcmery	APP058996	2/5/2019	101020331	COMM- CONSULT	January services	1,200.00		
VEN006761	Priority Press	APP058997	2/5/2019	101020337	COMM-PRINTING	Lifesize cutouts	345.00		
VEN007293	Robert Livingston	APP059005	2/5/2019	101020334	COMM- TRAINING	Diversity and Inclusion trainin	798.01		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101020347	COMM-PROMOTIONS	January Luncheon	200.00		
	Subtotal for Communications						23,563.24		

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Fund No. Fund Name									
101	General								
Customer Service									
VEN006362	Anthem EAP	APP058493	1/15/2019	101021119	CUSTOMER SERV- INSURAN	1st quart EAP	18.96	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101021119	CUSTOMER SERV- INSURAN	Medical Ins	3,036.93	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101021119	CUSTOMER SERV- INSURAN	Clinic invoice	155.64	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101021111	CUSTOMER SERV-SALARY	sal	6,608.37	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101021120	CUSTOMER SERV- FICA/ME	fica	395.96	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101021120	CUSTOMER SERV- FICA/ME	med	92.61	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101021121	CUSTOMER SERV- PERF	perf	938.38	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101021119	CUSTOMER SERV- INSURAN	Vision Ins	31.34	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101021119	CUSTOMER SERV- INSURAN	Medical Ins	3,036.93	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101021119	CUSTOMER SERV- INSURAN	Dental Ins	118.64	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101021119	CUSTOMER SERV- INSURAN	Life Ins	11.94	66116	1/31/2019
VEN002123	Westfield-Washington Schools	APP058976	2/5/2019	101021223	CUSTOMER SERV- OFFICE	Paper	11.20		
VEN004681	Cicero Volunteer Fire Dept	APP058984	2/5/2019	101021334	CUSTOMER SERV-TRAVEL T	CPR class	6.00		
VEN005795	Accelerate Indiana Municipalities	APP058988	2/5/2019	101021347	CUST SERV- PROMO	Mayors Assist 2019 dues	75.00		
VEN001537	Payroll	APP058992	2/5/2019	101021111	CUSTOMER SERV-SALARY	Payroll	6,608.37		
VEN001537	Payroll	APP058992	2/5/2019	101021120	CUSTOMER SERV- FICA/ME	FICA	395.96		
VEN001537	Payroll	APP058992	2/5/2019	101021120	CUSTOMER SERV- FICA/ME	Medicare	92.60		
VEN001537	Payroll	APP058992	2/5/2019	101021121	CUSTOMER SERV- PERF	PERF	938.38		
VEN007293	Robert Livingston	APP059005	2/5/2019	101021334	CUSTOMER SERV-TRAVEL T	Diversity and Inclusion trainin	798.26		
VEN002097	Westfield Chamber Of Commerce	APP059012	2/5/2019	101021347	CUST SERV- PROMO	January Luncheon	20.00		
Subtotal for Customer Service							23,391.47		

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Fund No. Fund Name									
101	General								
Human Resources									
VEN006362	Anthem EAP	APP058493	1/15/2019	101022119	HR-HEALTH & DENTAL	1st quart EAP	9.48	66095	1/15/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101022119	HR-HEALTH & DENTAL	Medical Ins	3,097.56	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	101022119	HR-HEALTH & DENTAL	Clinic invoice	157.94	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	101022111	HR -SALARY	sal	5,148.83	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101022120	HR-FICA & MEDICARE	fica	305.25	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101022120	HR-FICA & MEDICARE	med	71.39	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	101022121	HR PERF	perf	731.13	500000418	1/22/2019
VEN000513	DavisVision	APP058605	1/24/2019	101022119	HR-HEALTH & DENTAL	Vision Ins	25.74	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101022119	HR-HEALTH & DENTAL	Medical Ins	3,097.56	66112	1/24/2019
VEN000534	Delta Dental	APP058701	1/31/2019	101022119	HR-HEALTH & DENTAL	Dental Ins	126.08	66115	1/31/2019
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	101022119	HR-HEALTH & DENTAL	Life Ins	7.96	66116	1/31/2019
VEN001537	Payroll	APP058992	2/5/2019	101022111	HR -SALARY	Payroll	5,148.83		
VEN001537	Payroll	APP058992	2/5/2019	101022120	HR-FICA & MEDICARE	FICA	305.25		
VEN001537	Payroll	APP058992	2/5/2019	101022120	HR-FICA & MEDICARE	Medicare	71.39		
VEN001537	Payroll	APP058992	2/5/2019	101022121	HR PERF	PERF	731.13		
VEN007293	Robert Livingston	APP059005	2/5/2019	101022334	HR- TRAINING	Diversity and Inclusion trainin	798.26		
Subtotal for Human Resources							19,833.78		
Sport Campus Indoor Event Ctr									
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	101023119	GP INDOOR-HEALTH/DENTA	Medical Ins	2,382.26	66107	1/18/2019
VEN000513	DavisVision	APP058605	1/24/2019	101023119	GP INDOOR-HEALTH/DENTA	Vision Ins	42.54	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	101023119	GP INDOOR-HEALTH/DENTA	Medical Ins	2,382.26	66112	1/24/2019
Subtotal for Sport Campus Indoor Event Ctr							4,807.06		
Subtotal for Fund 101 General							1,278,675.51		

Fund No. Fund Name

201 Motor Vehicle Highway (MVH)

Public Works									
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	201013119	MVH-HEALTH AND DENTAL	Medical Ins	3,600.68	66107	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	201013111	MVH-SALARY	sal	8,063.27	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	201013120	MVH-FICA AND MEDICARE	fica	476.12	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	201013120	MVH-FICA AND MEDICARE	med	111.35	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	201013121	MVH-PERF	perf	1,144.99	500000418	1/22/2019

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Fund No.	Fund Name									
201	Motor Vehicle Highway (MVH)									
	Public Works									
	VEN000589	Duke Energy	APP058584	1/23/2019	201013341	MVH-ELECTRIC	Electric	2,706.61	66111	1/23/2019
	VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	201013119	MVH-HEALTH AND DENTAL	Medical Ins	3,600.68	66112	1/24/2019
	VEN006285	Ceres Solutions Cooperative	APP058667	1/31/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	5,723.63		
	VEN001778	Shelby Materials	APP058669	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Stone	275.00		
	VEN000332	Cargill	APP058671	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Deicer	28,615.67		
	VEN001363	Mid-state Truck Equipment	APP058673	1/31/2019	201013472	MVH-EQUIP	Equipment	3,543.05		
	VEN000332	Cargill	APP058674	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Deicer	15,139.72		
	VEN000975	Indiana Oxygen Company	APP058675	1/31/2019	201013345	MVH-EQUIP REPAIR	Supplies	234.60		
	VEN003284	Practical Property Group	APP058676	1/31/2019	201013349	MVH-SERVICES	Snow removal	7,000.00		
	VEN005403	BrightView Landscapes LLC	APP058677	1/31/2019	201013349	MVH-SERVICES	Winter services	11,838.00		
	VEN001708	RPM Machinery	APP058678	1/31/2019	201013345	MVH-EQUIP REPAIR	Wheel Loader	64,000.00		
	VEN006436	Davis Wholesale Supply	APP058679	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Rock	4,177.02		
	VEN000419	Clark Truck Equipment	APP058680	1/31/2019	201013360	MVH-VEHICLE REPAIR	Repair	364.80		
	VEN001676	Riverview Hospital	APP058682	1/31/2019	201013349	MVH-SERVICES	CDL physicals	130.00		
	VEN000419	Clark Truck Equipment	APP058683	1/31/2019	201013360	MVH-VEHICLE REPAIR	Truck repair	6,388.00		
	VEN006436	Davis Wholesale Supply	APP058684	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Rock	4,249.87		
	VEN000534	Delta Dental	APP058701	1/31/2019	201013119	MVH-HEALTH AND DENTAL	Dental Ins	248.94	66115	1/31/2019
	VEN004479	Symetra Life Insurance	APP058708	1/31/2019	201013119	MVH-HEALTH AND DENTAL	Life Ins	15.92	66116	1/31/2019
	VEN006285	Ceres Solutions Cooperative	APP058774	1/31/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	4,879.13		
	VEN000332	Cargill	APP058777	1/31/2019	201013231	MVH-SUBGRADE MATERIAL	Deicer	18,247.08		
	VEN001758	SealMaster Indianapolis	APP058846	2/4/2019	201013231	MVH-SUBGRADE MATERIAL	Asphalt	137.97		
	VEN000879	Heritage-crystal Clean	APP058847	2/4/2019	201013349	MVH-SERVICES	Services for Jan	763.20		
	VEN002123	Westfield-Washington Schools	APP058851	2/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel	1,024.08		
	VEN006285	Ceres Solutions Cooperative	APP058856	2/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	PW	875.43		
	VEN006285	Ceres Solutions Cooperative	APP058935	2/4/2019	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	5,113.00		
	VEN006748	V3 Companies	APP058977	2/5/2019	201013349	MVH-SERVICES	151st Street Trail Connection	1,246.00		
	VEN001384	Milestone Contractors LP	APP058991	2/5/2019	201013231	MVH-SUBGRADE MATERIAL	Surface	393.08		
	VEN001537	Payroll	APP058992	2/5/2019	201013111	MVH-SALARY	Payroll	10,175.18		
	VEN001537	Payroll	APP058992	2/5/2019	201013120	MVH-FICA AND MEDICARE	FICA	607.05		
	VEN001537	Payroll	APP058992	2/5/2019	201013120	MVH-FICA AND MEDICARE	Medicare	141.97		
	VEN001537	Payroll	APP058992	2/5/2019	201013121	MVH-PERF	PERF	1,444.88		
	Subtotal for Public Works							216,695.97		

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Subtotal for Fund 201 Motor Vehicle Highway (MVH)							216,695.97		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
	Public Works								
VEN001368	Midwestern Electric	APP058666	1/31/2019	202013349	LRS-SERVICES	161st Spring Mill	374.90		
VEN007294	Brett Schnurpel	APP058778	1/31/2019	202013228	LRS-SIGNS AND POSTS	Mailbox repair	238.73		
VEN005246	Indianapolis Signworks	APP058781	1/31/2019	202013349	LRS-SERVICES	Wayfinding Study and Design	38,593.75		
VEN005917	The Etica Group Inc	APP058978	2/5/2019	202013349	LRS-SERVICES	161st and Union	17,768.74		
	Subtotal for Public Works						56,976.12		
Subtotal for Fund 202 Local Road and Street (LRS)							56,976.12		
Fund No. Fund Name									
203	Fire Operating								
	Fire								
VEN002336	Citizens Westfield	APP058424	1/10/2019	203012328	FIRE-GAS/HEAT	Heat	881.26	66033	1/15/2019
VEN006362	Anthem EAP	APP058493	1/15/2019	203012119	FIRE-HEALTH AND DENTAL	1st quart EAP	336.54	66095	1/15/2019
VEN002048	Vectren	APP058523	1/17/2019	203012328	FIRE-GAS/HEAT	Sta 82	122.98	66105	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	203012328	FIRE-GAS/HEAT	Heat	246.11	66104	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	203012328	FIRE-GAS/HEAT	Heat	129.97	66104	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	203012328	FIRE-GAS/HEAT	Heat	750.82	66104	1/17/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058535	1/18/2019	203012119	FIRE-HEALTH AND DENTAL	Medical Ins	82,160.97	66107	1/18/2019
VEN001676	Riverview Hospital	APP058539	1/18/2019	203012119	FIRE-HEALTH AND DENTAL	Clinic invoice	4,361.31	66108	1/18/2019
VEN001537	Payroll	APP058557	1/22/2019	203012111	FIRE-SALARY	sal	207,840.94	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	203012120	FIRE-FICA AND MEDICARE	fica	12,308.05	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	203012120	FIRE-FICA AND MEDICARE	med	2,878.48	500000418	1/22/2019
VEN001537	Payroll	APP058557	1/22/2019	203012121	FIRE-PERF	perf	31,268.79	500000418	1/22/2019
VEN000251	Bob Block Fitness Equipment	APP058576	1/23/2019	203012472	FIRE-EQUIP	Repair Treadmill	57.50		
VEN000589	Duke Energy	APP058584	1/23/2019	203012341	FIRE-ELECTRIC	Electric	1,980.81	66111	1/23/2019
VEN000589	Duke Energy	APP058584	1/23/2019	203012341	FIRE-ELECTRIC	Electric	1,006.83	66111	1/23/2019
VEN000589	Duke Energy	APP058584	1/23/2019	203012341	FIRE-ELECTRIC	Electric	599.17	66111	1/23/2019
VEN000589	Duke Energy	APP058584	1/23/2019	203012346	FIRE-TORNADO SIREN	Sirens	63.07	66111	1/23/2019
VEN000513	DavisVision	APP058605	1/24/2019	203012119	FIRE-HEALTH AND DENTAL	Vision Ins	790.18	66113	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058613	1/24/2019	203012119	FIRE-HEALTH AND DENTAL	Medical Ins	82,160.97	66112	1/24/2019
VEN006285	Ceres Solutions Cooperative	APP058667	1/31/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	Fuel	1,004.92		
VEN000534	Delta Dental	APP058701	1/31/2019	203012119	FIRE-HEALTH AND DENTAL	Dental Ins	4,172.82	66115	1/31/2019

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN004479	Symetra Life Insurance	APP058708	1/31/2019	203012119	FIRE-HEALTH AND DENTAL	Life Ins	286.56	66116	1/31/2019
VEN006285	Ceres Solutions Cooperative	APP058774	1/31/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	867.08		
VEN001678	Road Solutions Inc	APP058877	2/4/2019	203012360	FIRE-VEHICLE MAINT	super wash & wax	239.98		
VEN000483	Cummins Crosspoint LLC	APP058883	2/4/2019	203012360	FIRE-VEHICLE MAINT	filters	72.76		
VEN001615	Public Safety Medical Services	APP058884	2/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST	M. Cline Fit for Duty	212.13		
VEN001615	Public Safety Medical Services	APP058885	2/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST	Biljanic Fit for Duty	205.95		
VEN000682	Fastenal	APP058886	2/4/2019	203012360	FIRE-VEHICLE MAINT	vehicle maintenance	34.31		
VEN005006	Team Pride Athletic Apparel	APP058887	2/4/2019	203012229	FIRE-UNIFORMS	tennis shoes	98.48		
VEN005006	Team Pride Athletic Apparel	APP058888	2/4/2019	203012229	FIRE-UNIFORMS	tennis shoes (2)	136.99		
VEN001560	Phil Rolf	APP058889	2/4/2019	203012229	FIRE-UNIFORMS	reimburse for boots from Red	148.49		
VEN006666	SG Collaborative Soutlions	APP058890	2/4/2019	203012349	FIRE-SERVICES	Services for Labor Manageme	1,875.00		
VEN000483	Cummins Crosspoint LLC	APP058891	2/4/2019	203012360	FIRE-VEHICLE MAINT	E82 maint.	5.38		
VEN005980	Fire Services Inc	APP058892	2/4/2019	203012472	FIRE-EQUIP	PSI test gauges	239.28		
VEN000682	Fastenal	APP058893	2/4/2019	203012360	FIRE-VEHICLE MAINT	E82 parts	34.31		
VEN000682	Fastenal	APP058894	2/4/2019	203012360	FIRE-VEHICLE MAINT	vehicle maintenance supply	135.13		
VEN005651	ISFSI	APP058895	1/31/2019	203012350	FIRE-SUBSCRIPTIONS/DUE	2019 Shoaf Membership	125.00		
VEN002028	UPS	APP058896	2/4/2019	203012333	FIRE-POSTAGE	postage	15.23		
VEN000644	Enviro-max Inc	APP058897	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	Station 83 HVAC maint.	1,005.00		
VEN002087	Waterous Company	APP058898	2/4/2019	203012360	FIRE-VEHICLE MAINT	pump supplies	237.98		
VEN002104	Westfield Fire Dept	APP058906	2/4/2019	203012334	FIRE-TRAVEL/TRAINING/SE	HCTC fee 2019	8,380.00		
VEN000480	CSI Signs	APP058907	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	signage	45.00		
VEN001615	Public Safety Medical Services	APP058908	2/4/2019	203012354	FIRE-MEDICAL EXAMS/TEST	Cree- Fit for Duty	90.91		
VEN005980	Fire Services Inc	APP058909	2/4/2019	203012360	FIRE-VEHICLE MAINT	E389 mount cab	538.34		
VEN000644	Enviro-max Inc	APP058910	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	Station 82 HVAC maint.	528.00		
VEN002336	Citizens Westfield	APP058912	2/4/2019	203012342	FIRE-WATER/SEWER	Sta 82	238.02		
VEN002637	CRYSTAL CLEAN	APP058913	2/4/2019	203012349	FIRE-SERVICES	fluid pit emptied	94.05		
VEN000483	Cummins Crosspoint LLC	APP058914	2/4/2019	203012360	FIRE-VEHICLE MAINT	E82	45.86		
VEN000483	Cummins Crosspoint LLC	APP058914	2/4/2019	203012360	FIRE-VEHICLE MAINT	L81	45.86		
VEN000682	Fastenal	APP058915	2/4/2019	203012360	FIRE-VEHICLE MAINT	Vehicle supply	65.42		
VEN005006	Team Pride Athletic Apparel	APP058916	2/4/2019	203012229	FIRE-UNIFORMS	tennis shoes (2)	202.00		
VEN000903	Hoosier Fire Equipment	APP058919	2/4/2019	203012472	FIRE-EQUIP	Bullard rechargeable battery	210.10		
VEN005587	Kronos Inc	APP058920	2/4/2019	203012349	FIRE-SERVICES	Telestaff	135.64		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN005006	Team Pride Athletic Apparel	APP058921	2/4/2019	203012229	FIRE-UNIFORMS	tennis shoes	111.00		
VEN005587	Kronos Inc	APP058922	2/4/2019	203012349	FIRE-SERVICES	Telestaff	1,871.40		
VEN000682	Fastenal	APP058923	2/4/2019	203012360	FIRE-VEHICLE MAINT	vehicle maintenance supply	33.88		
VEN000644	Enviro-max Inc	APP058924	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	HVAC maintenance	1,075.50		
VEN006489	Wonderlic Inc	APP058925	2/4/2019	203012349	FIRE-SERVICES	Hiring Testing	2,400.00		
VEN007296	First Arriving LLC	APP058926	2/4/2019	203012349	FIRE-SERVICES	PSIN Licensing	2,847.00		
VEN007297	Hobart Service	APP058928	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	oven door repair	298.00		
VEN001030	International Code Council	APP058931	2/4/2019	203012350	FIRE-SUBSCRIPTIONS/DUE	Dues for Harling	135.00		
VEN005759	IMPD	APP058932	2/4/2019	203012334	FIRE-TRAVEL/TRAINING/SE	Leadership Academy for Moor	4,000.00		
VEN001361	Mid America Elevator	APP058933	2/4/2019	203012343	FIRE-BUILDING MAINTENAN	New embergency battery	19.23		
VEN002123	Westfield-Washington Schools	APP058934	2/4/2019	203012223	FIRE-OFFICE SUPPLIES	Paper	42.30		
VEN006285	Ceres Solutions Cooperative	APP058935	2/4/2019	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	939.43		
VEN001537	Payroll	APP058992	2/5/2019	203012111	FIRE-SALARY	Payroll	206,991.17		
VEN001537	Payroll	APP058992	2/5/2019	203012120	FIRE-FICA AND MEDICARE	FICA	12,285.56		
VEN001537	Payroll	APP058992	2/5/2019	203012120	FIRE-FICA AND MEDICARE	Medicare	2,873.31		
VEN001537	Payroll	APP058992	2/5/2019	203012121	FIRE-PERF	PERF	31,520.62		
VEN007293	Robert Livingston	APP059005	2/5/2019	203012334	FIRE-TRAVEL/TRAINING/SE	Diversity and Inclusion trainin	7,982.60		
Subtotal for Fire							727,142.73		
Subtotal for Fund 203 Fire Operating							727,142.73		
Fund No. Fund Name									
204 Park Impact									
Public Works									
VEN000103	American Structurepoint Inc	APP058654	1/31/2019	204013349	PARK IMPACT-SERVICES	145 S Union Structural Asses	4,900.00		
Subtotal for Public Works							4,900.00		
Subtotal for Fund 204 Park Impact							4,900.00		

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Fund No. Fund Name									
206	Parks Programming/Events								
	Parks								
VEN006360	Stephen M Bernard	APP058495	1/15/2019	206005347	PARKS PROGRAM-PROMOT	WIL	962.50		
VEN002205	Big Bounce Fun House Rentals	APP058858	2/4/2019	206005347	PARKS PROGRAM-PROMOT	WIL	616.00		
VEN006284	KidZone Party Rentals	APP058859	2/4/2019	206005347	PARKS PROGRAM-PROMOT	Daddy Daughter Dance	337.50		
VEN002205	Big Bounce Fun House Rentals	APP058860	2/4/2019	206005347	PARKS PROGRAM-PROMOT	WR4 deposit	5,718.75		
	Subtotal for Parks						7,634.75		
Subtotal for Fund 206 Parks Programming/Events							7,634.75		
Fund No. Fund Name									
239	Law Enforcement								
	Police								
VEN000410	City Of Westfield	APP058490	1/15/2019	239002334	LAW ENFORCE-TRAVEL/TR	Training Facility Rental Fee	8,380.00	66097	1/15/2019
VEN001052	Indiana University	APP058494	1/15/2019	239002334	LAW ENFORCE-TRAVEL/TR	Tuition - Hollowell	2,313.48	66099	1/16/2019
VEN001378	Mike Vickroy	APP058517	1/17/2019	239002334	LAW ENFORCE-TRAVEL/TR	Tuition Reimbursement	3,755.00	66100	1/17/2019
VEN004681	Cicero Volunteer Fire Dept	APP058518	1/17/2019	239002334	LAW ENFORCE-TRAVEL/TR	CPR Cards for Colts Camp V	889.00	66102	1/17/2019
VEN002376	Fields Outdoor Adventures	APP058661	1/31/2019	239002334	LAW ENFORCE-TRAVEL/TR	Ammo	13,890.00		
VEN005759	IMPD	APP058929	2/4/2019	239002334	LAW ENFORCE-TRAVEL/TR	IMPD Leadership Academy	4,000.00		
VEN007293	Robert Livingston	APP059005	2/5/2019	239002334	LAW ENFORCE-TRAVEL/TR	Diversity and Inclusion trainin	6,386.08		
	Subtotal for Police						39,613.56		
Subtotal for Fund 239 Law Enforcement							39,613.56		
Fund No. Fund Name									
250	Golf Cart								
	Police								
VEN000480	CSI Signs	APP058664	1/31/2019	250002337	GOLF CART-PRINTING	Golf Cart Permits	320.00		
	Subtotal for Police						320.00		
Subtotal for Fund 250 Golf Cart							320.00		

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Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
Public Works									
VEN000010	A and F Engineering	APP058655	1/31/2019	264013349	ROAD IMPACT-SERVICES	Professional Services for 169t	28,200.00		
VEN000010	A and F Engineering	APP058656	1/31/2019	264013349	ROAD IMPACT-SERVICES	SR 32 and Wheeler Intersecti	49,780.75		
VEN002067	VS Engineering	APP058687	1/31/2019	264013349	ROAD IMPACT-SERVICES	East Street North Ext - Survey	3,500.00		
VEN002709	Lochmueller Group Inc	APP058786	1/31/2019	264013349	ROAD IMPACT-SERVICES	Towne Road - Environmental	655.00		
VEN002709	Lochmueller Group Inc	APP058979	2/5/2019	264013349	ROAD IMPACT-SERVICES	Towne Road - Environmental	438.00		
VEN000103	American Structurepoint Inc	APP058980	2/5/2019	264013349	ROAD IMPACT-SERVICES	East Street North Ext - PE and	13,554.00		
VEN006748	V3 Companies	APP058981	2/5/2019	264013474	ROAD IMPACT-CONSTRUCT	Westfield Boulevard Connect	5,340.00		
VEN001364	Midwest Paving LLC	APP058982	2/5/2019	264013349	ROAD IMPACT-SERVICES	175th Street Extension & SR 3	172,971.10		
Subtotal for Public Works							274,438.85		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							274,438.85		
Fund No. Fund Name									
268	Emergency Medical and Equip								
Fire									
VEN000065	Airgas Mid America	APP058878	2/4/2019	268012224	EMS-OPERATING SUPPLIES	cylinder rental	244.16		
VEN000065	Airgas Mid America	APP058879	2/4/2019	268012224	EMS-OPERATING SUPPLIES	oxygen	101.42		
VEN005859	IUH Ball Memorial Hospital	APP058880	2/4/2019	268012349	EMS-SERVICES	Medical Direction	2,500.00		
VEN000266	Bound Tree Medical	APP058899	2/4/2019	268012224	EMS-OPERATING SUPPLIES	EMS supplies	747.98		
VEN000266	Bound Tree Medical	APP058900	2/4/2019	268012224	EMS-OPERATING SUPPLIES	EMS Supplies	925.39		
VEN000266	Bound Tree Medical	APP058901	2/4/2019	268012224	EMS-OPERATING SUPPLIES	Curaplex	1.35		
VEN000266	Bound Tree Medical	APP058902	2/4/2019	268012224	EMS-OPERATING SUPPLIES	narcan	164.84		
VEN000266	Bound Tree Medical	APP058903	2/4/2019	268012224	EMS-OPERATING SUPPLIES	EMS Supplies	1,039.73		
VEN000266	Bound Tree Medical	APP058904	2/4/2019	268012224	EMS-OPERATING SUPPLIES	EMS supplies	395.81		
VEN006541	EMS Technology Solutions	APP058905	2/4/2019	268012349	EMS-SERVICES	Operative IQ annual fee	6,360.00		
VEN005584	The Accumed Group	APP058917	2/4/2019	268012349	EMS-SERVICES	January EMS Billing service fe	3,799.26		
VEN000065	Airgas Mid America	APP058918	2/4/2019	268012224	EMS-OPERATING SUPPLIES	oxygen	16.14		
VEN000266	Bound Tree Medical	APP058927	2/4/2019	268012224	EMS-OPERATING SUPPLIES	amiodarone	7.76		
VEN000266	Bound Tree Medical	APP058930	2/4/2019	268012224	EMS-OPERATING SUPPLIES	EMS Supplies	888.29		
Subtotal for Fire							17,192.13		
Subtotal for Fund 268 Emergency Medical and Equip							17,192.13		

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Fund No.	Fund Name								
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN000434	Comcast Cable	APP058521	1/17/2019	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	293.04	66103	1/17/2019
VEN005845	Kinetrex Energy	APP058526	1/17/2019	269014328	TRAINING FAC-HEAT/GAS	Heat	114.20	66104	1/17/2019
VEN006597	ATEC Inc	APP058577	1/23/2019	269014349	TRAINING FAC-SERVICES	Tenant IT cabling	250.00		
VEN000589	Duke Energy	APP058584	1/23/2019	269014341	TRAINING FAC-ELECTRIC	Electric	317.17	66111	1/23/2019
VEN000405	Citizens Energy Group	APP058685	1/31/2019	269014328	TRAINING FAC-HEAT/GAS	Training Facility	33.75		
VEN000644	Enviro-max Inc	APP058881	2/4/2019	269014349	TRAINING FAC-SERVICES	HVAC maintenance	150.00		
VEN000905	Hoosier Portable Restroom	APP058882	2/4/2019	269014349	TRAINING FAC-SERVICES	service 11/3/18-12/29/18	160.00		
VEN002191	City of Noblesville Utilities	APP058911	2/4/2019	269014342	TRAINING FAC-WATER/SEW	Sewer	17.81		
	Subtotal for Public Safety (Police and Fire)						1,335.97		
Subtotal for Fund 269 Training Facility Center							1,335.97		
Fund No.	Fund Name								
301	Eastside TIF								
	RDC								
VEN006501	Texas Capital Bank	APP058969	2/5/2019	301018380	EASTSIDE TIF PRINCIPAL P	Bond of 2017	230,000.00		
VEN006501	Texas Capital Bank	APP058969	2/5/2019	301018381	EASTSIDE TIF INTEREST PM	Bond of 2017	71,122.50		
	Subtotal for RDC						301,122.50		
Subtotal for Fund 301 Eastside TIF							301,122.50		
Fund No.	Fund Name								
318	Gigabit Broadband TIF								
	RDC								
VEN000920	Huntington National Bank	APP058967	2/5/2019	318018381	GIGABIT BROADBAND INTE	2015 Bond Metro Fibernet Pro	8,825.11		
	Subtotal for RDC						8,825.11		
Subtotal for Fund 318 Gigabit Broadband TIF							8,825.11		
Fund No.	Fund Name								
346	Go Bond 2018								
	Police								
VEN005272	SHI International	APP058663	1/31/2019	346002472	GO BOND 2018 PD EQUIP	Computers	28,091.32		
VEN002088	Webb Effects	APP058711	1/31/2019	346002472	GO BOND 2018 PD EQUIP	Vehicle Graphics	500.00		
	Subtotal for Police						28,591.32		
Subtotal for Fund 346 Go Bond 2018							28,591.32		

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Fund No. Fund Name									
360	GP Diamond Escrow								
	Grand Park								
VEN006329	Bullpen Tournaments	APP058805	2/1/2019	360015990	GP DIAMOND ESCROW-MIS	Turf	250,000.00		
	Subtotal for Grand Park						250,000.00		
	Subtotal for Fund 360 GP Diamond Escrow						250,000.00		
Fund No. Fund Name									
401	Cum. Capital Improvement								
	Administration								
VEN004907	Adams Flooring LLC	APP059001	2/5/2019	401001474	CUMCAP IMP-ADM CON CO	Carpet for City Services	2,604.60		
	Subtotal for Administration						2,604.60		
	Subtotal for Fund 401 Cum. Capital Improvement						2,604.60		
Fund No. Fund Name									
585	MPO 151st Culvert Protec Grant								
	Public Works								
VEN000961	Indiana Dept Of Transportation	APP058665	1/31/2019	585013349	MPO 151 CULVERT PRO GR	Culvert replacements and saf	259,018.31		
	Subtotal for Public Works						259,018.31		
	Subtotal for Fund 585 MPO 151st Culvert Protec Grant						259,018.31		
Fund No. Fund Name									
587	MPO Intersec Sight Dist Improv Grant								
	Public Works								
VEN007220	Michael S Maloney	APP058983	2/5/2019	587013349	MPO INTER SIGHT GRANT S	Maloney Property HSIP Inters	32,900.00		
	Subtotal for Public Works						32,900.00		
	Subtotal for Fund 587 MPO Intersec Sight Dist Improv Grant						32,900.00		

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Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN000589	Duke Energy	APP058585	1/23/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric Gen	5,605.89	2340	1/23/2019
VEN000589	Duke Energy	APP058585	1/23/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric diam	6,373.18	2340	1/23/2019
VEN000589	Duke Energy	APP058585	1/23/2019	640015341	SPORTS CAMPUS-ELECTRI	Electric field	5,738.06	2340	1/23/2019
VEN004233	Indiana Office of Tourism Dev	APP058798	2/1/2019	640015350	SPORTS CAMPUS-DUES/SU	2019 IN Travel Guide	190.00		
VEN005403	BrightView Landscapes LLC	APP058800	2/1/2019	640015349	SPORTS CAMPUS-SERVICE	Janitorial	4,038.09		
VEN005403	BrightView Landscapes LLC	APP058801	2/1/2019	640015349	SPORTS CAMPUS-SERVICE	Synthetic Grooming	281.25		
VEN007231	War Elephant Ironworks	APP058802	2/1/2019	640015345	SPORTS CAMPUS-EQUIP RE	Sports sillhouette	4,500.00		
VEN006184	National Assoc of Sports Commissions	APP058806	2/1/2019	640015334	SPORT CAMPUS-TRAVEL T	NASC 2019 Symposium fee	3,285.00		
VEN002228	Indiana Sports Properties	APP058808	2/1/2019	640015349	SPORTS CAMPUS-SERVICE	December and January Mang	5,250.00		
VEN007235	Huddle Tickets LLC	APP058810	2/1/2019	640015337	SPORTS CAMPUS-PRINTIN	Ad space	1,700.00		
VEN006537	Total Marketing Group LLC	APP058815	2/1/2019	640015331	SPORT CAMPUS-CONSULTI	Jan rev share	1,362.00		
VEN001637	Ray's Trash Service	APP058817	2/1/2019	640015349	SPORTS CAMPUS-SERVICE	Trash	775.00		
VEN006141	Westfield Restaurant Group LLC	APP058818	2/1/2019	640015347	SPORTS CAMPUS-PROMOTI	Colts viewing	1,200.00		
VEN001637	Ray's Trash Service	APP058820	2/1/2019	640015349	SPORTS CAMPUS-SERVICE	Long term storage dumpster	269.16		
VEN007300	Heartland Golf Cars	APP058970	2/5/2019	640015472	SPORTS CAMPUS-EQUIPME	6 Golf Carts	24,000.00		
VEN007299	Aquatic Services of IN	APP058971	2/5/2019	640015349	SPORTS CAMPUS-SERVICE	Pond Lake Treatments 2019	8,873.56		
VEN007068	Vibenomics Inc	APP058974	2/5/2019	640015233	SPORTS CAMPUS-ASPHALT	Radio ad rev share	1,778.76		
VEN000345	Cave and Company Printing	APP058998	2/5/2019	640015337	SPORTS CAMPUS-PRINTIN	League rack cards	46.62		
Subtotal for Grand Park							75,266.57		

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Fund No. Fund Name									
640	Sports Campus Operating								
Sport Campus Indoor Event Ctr									
VEN005845	Kinetrex Energy	APP058525	1/17/2019	640023328	GP INDOOR-NATURAL GAS	Heat	10,436.95	2339	1/17/2019
VEN003729	Metronet	APP058579	1/23/2019	640023224	GP INDOOR-OPERATING SU	GPEC	129.95	2341	1/23/2019
VEN000589	Duke Energy	APP058585	1/23/2019	640023341	GP INDOOR-ELECTRIC	Electric GP Indoor	16,477.09	2340	1/23/2019
VEN000480	CSI Signs	APP058797	2/1/2019	640023343	GP INDOOR-BLDG MAINT	East mezz window frosting	2,451.00		
VEN005403	BrightView Landscapes LLC	APP058799	2/1/2019	640023349	GP INDOOR-SERVICES	Interior GPEC	3,050.00		
VEN001548	Pepsi	APP058803	2/1/2019	640023223	GP INDOOR-OFFICE SUPPL	Pepsi	354.75		
VEN000910	HP Products	APP058804	2/1/2019	640023349	GP INDOOR-SERVICES	Cleaning Supplies	551.09		
VEN000910	HP Products	APP058807	2/1/2019	640023349	GP INDOOR-SERVICES	Cleaning Supplies	194.90		
VEN002958	Indiana Soccer Asso	APP058809	2/1/2019	640023349	GP INDOOR-SERVICES	December Indoor agreement	28,400.00		
VEN007234	Midwest Sports Productions	APP058811	2/1/2019	640023347	GP INDOOR-PROMOTION	Bownet rental	1,350.00		
VEN006669	A Classic Expo Design	APP058812	2/1/2019	640023347	GP INDOOR-PROMOTION	Top 80 Showcase	305.00		
VEN006669	A Classic Expo Design	APP058812	2/1/2019	640023347	GP INDOOR-PROMOTION	INSHAPE	3,624.00		
VEN000301	Buckeye Power Sales Co	APP058813	2/1/2019	640023343	GP INDOOR-BLDG MAINT	Generator	225.00		
VEN000051	Advanced Turf Solutions	APP058814	2/1/2019	640023349	GP INDOOR-SERVICES	Ice melter	463.54		
VEN001277	Macallister Machinery Co	APP058816	2/1/2019	640023349	GP INDOOR-SERVICES	Boom lift	513.81		
VEN001637	Ray's Trash Service	APP058817	2/1/2019	640023349	GP INDOOR-SERVICES	Trash	750.00		
VEN001826	Staples	APP058822	2/1/2019	640023223	GP INDOOR-OFFICE SUPPL	Paper	18.63		
VEN007293	Robert Livingston	APP058823	2/1/2019	640023334	GP INDOOR-TRAVEL/TRAINI	Diversity and Inclusion trainin	798.26		
VEN003729	Metronet	APP058972	2/5/2019	640023224	GP INDOOR-OPERATING SU	GPEC	242.66		
VEN007295	Integrated Sports Specialties LLC	APP058973	2/5/2019	640023349	GP INDOOR-SERVICES	Laundry chemicals	303.18		
VEN006496	KTD Productions LLC	APP058995	2/5/2019	640023349	GP INDOOR-SERVICES	Sub Indy flooring install	15,780.00		
Subtotal for Sport Campus Indoor Event Ctr							86,419.81		
Subtotal for Fund 640 Sports Campus Operating							161,686.38		
Fund No. Fund Name									
641	Supplemental Reserv								
Sport Campus Indoor Event Ctr									
VEN003695	Wells Fargo Trust Bank NA	APP058438	1/10/2019	641023349	SUPPLE RES-GP INDOOR C	GPEC	2,500.00	500000416	1/14/2019
VEN003695	Wells Fargo Trust Bank NA	APP058438	1/10/2019	641023380	SUPPLE RESERV-GP INDOO	GPEC	320,972.18	500000416	1/14/2019
VEN003695	Wells Fargo Trust Bank NA	APP058438	1/10/2019	641023381	SUPPLE RESERV GP INDOO	GPEC	572,292.08	500000416	1/14/2019
Subtotal for Sport Campus Indoor Event Ctr							895,764.26		
Subtotal for Fund 641 Supplemental Reserv							895,764.26		

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Fund No. Fund Name									
651	Infrastructure Improv								
Public Works									
VEN005246	Indianapolis Signworks	APP058483	1/15/2019	651013474	INFRASTRUCTURE IMPRO	Gateway Signage Constructio	126,246.73	66094	1/15/2019
Subtotal for Public Works							126,246.73		
Subtotal for Fund 651 Infrastructure Improv							126,246.73		
Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN001583	Police and Firemens Insurance	APP058425	1/10/2019	701008930	PAYROLL-INS. DED	Police and Fire Ins	11.03	17075	1/10/2019
VEN001864	Supporting Heroes	APP058426	1/10/2019	701008991	PAYROLL-MISC	Supporting Heroes	116.26	17076	1/10/2019
VEN000703	Fire Fighters Credit Union	APP058427	1/10/2019	701008141	PAYROLL-UNION DUES	Union Dues Westfield Fire	66.00	17077	1/10/2019
VEN000703	Fire Fighters Credit Union	APP058428	1/10/2019	701008141	PAYROLL-UNION DUES	Union dues	2,000.31	17078	1/10/2019
VEN004836	Nationwide Retirement Solutions	APP058429	1/10/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	2,027.13	17074	1/10/2019
VEN000163	Aul Retirement	APP058430	1/10/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	23,612.02	700000578	1/10/2019
VEN000948	IN Family and Social Services	APP058431	1/10/2019	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,565.02	700000577	1/10/2019
VEN001550	PERF	APP058484	1/15/2019	701008133	PAYROLL-PERF	Civilian PERF	43,592.09	700000584	1/22/2019
VEN000008	77 Police and Fire Fund	APP058485	1/15/2019	701008133	PAYROLL-PERF	Non Civilian PERF	53,922.80	700000579	1/22/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058536	1/18/2019	701008930	PAYROLL-INS. DED	Medical Ins	4,249.27	17079	1/18/2019
VEN001537	Payroll	APP058558	1/22/2019	701008110	PAYROLL-NET SALARIES	net sal	391,690.29	700000583	1/22/2019
VEN000959	Indiana Dept Of Revenue	APP058559	1/22/2019	701008923	PAYROLL-STATE WITHHOL	state	16,324.99	700000582	1/22/2019
VEN000959	Indiana Dept Of Revenue	APP058559	1/22/2019	701008923	PAYROLL-STATE WITHHOL	coit	6,250.11	700000582	1/22/2019
VEN000920	Huntington National Bank	APP058561	1/22/2019	701008131	PAYROLL-EMPLOYER'S FIC	fica	33,275.56	700000580	1/22/2019
VEN000920	Huntington National Bank	APP058561	1/22/2019	701008132	PAYROLL-EMPLOYER'S MED	med	7,782.19	700000580	1/22/2019
VEN000920	Huntington National Bank	APP058561	1/22/2019	701008921	PAYROLL-FEDERAL WITHH	fed	54,691.80	700000580	1/22/2019
VEN000920	Huntington National Bank	APP058561	1/22/2019	701008922	PAYROLL-EMPLOYEE FICA	med	7,782.20	700000580	1/22/2019
VEN000920	Huntington National Bank	APP058561	1/22/2019	701008922	PAYROLL-EMPLOYEE FICA	fica	33,275.54	700000580	1/22/2019
VEN000948	IN Family and Social Services	APP058562	1/22/2019	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,565.02	700000581	1/22/2019
VEN001583	Police and Firemens Insurance	APP058563	1/22/2019	701008930	PAYROLL-INS. DED	Police Firemens Ins	11.03	17080	1/22/2019
VEN001864	Supporting Heroes	APP058564	1/22/2019	701008991	PAYROLL-MISC	Supporting Heroes	116.26	17081	1/22/2019
VEN000163	Aul Retirement	APP058565	1/22/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	23,634.52	700000586	1/24/2019
VEN000703	Fire Fighters Credit Union	APP058572	1/23/2019	701008141	PAYROLL-UNION DUES	Union Dues Local 4416	2,000.31	17082	1/23/2019
VEN000703	Fire Fighters Credit Union	APP058573	1/23/2019	701008141	PAYROLL-UNION DUES	Union Dues	66.00	17083	1/23/2019
VEN004836	Nationwide Retirement Solutions	APP058574	1/23/2019	701008931	PAYROLL-401A MATCHING-C	Contributions and loan pmts	2,027.13	17084	1/23/2019

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Fund No. Fund Name									
701	Payroll								
	Clerk Treasurer								
VEN000513	DavisVision	APP058606	1/24/2019	701008930	PAYROLL-INS. DED	Vision Ins	24.07	17086	1/24/2019
VEN001231	Leane Kmetz	APP058608	1/24/2019	701008930	PAYROLL-INS. DED	Changes to Aflac policies	135.51	17087	1/24/2019
VEN001550	PERF	APP058609	1/24/2019	701008133	PAYROLL-PERF	Civilian PERF	43,136.69	700000587	1/24/2019
VEN000008	77 Police and Fire Fund	APP058610	1/24/2019	701008133	PAYROLL-PERF	Non Civilian PERF	53,302.95	700000585	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058611	1/24/2019	701008930	PAYROLL-INS. DED	Medical Ins	4,249.27	17085	1/24/2019
VEN000534	Delta Dental	APP058702	1/31/2019	701008930	PAYROLL-INS. DED	Dental ins	4,055.52	17090	1/31/2019
VEN000058	AFLAC	APP058705	1/31/2019	701008930	PAYROLL-INS. DED	Ins	6,889.26	17088	1/31/2019
VEN005722	Aflac Premium Holding	APP058706	1/31/2019	701008930	PAYROLL-INS. DED	Aflac Ins	3,068.84	17089	1/31/2019
VEN000920	Huntington National Bank	APP058963	2/5/2019	701008131	PAYROLL-EMPLOYER'S FIC	FICA	34,232.85	700000588	2/5/2019
VEN000920	Huntington National Bank	APP058963	2/5/2019	701008132	PAYROLL-EMPLOYER'S MED	Medicare	8,006.07	700000588	2/5/2019
VEN000920	Huntington National Bank	APP058963	2/5/2019	701008921	PAYROLL-FEDERAL WITHH	Federal	55,543.22	700000588	2/5/2019
VEN000920	Huntington National Bank	APP058963	2/5/2019	701008922	PAYROLL-EMPLOYEE FICA	FICA	34,232.80	700000588	2/5/2019
VEN000920	Huntington National Bank	APP058963	2/5/2019	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,006.14	700000588	2/5/2019
VEN000959	Indiana Dept Of Revenue	APP058964	2/5/2019	701008923	PAYROLL-STATE WITHHOL	State	16,822.87	700000589	2/5/2019
VEN000959	Indiana Dept Of Revenue	APP058964	2/5/2019	701008923	PAYROLL-STATE WITHHOL	COIT	6,414.58	700000589	2/5/2019
VEN001537	Payroll	APP058968	2/4/2019	701008110	PAYROLL-NET SALARIES	net sal	403,546.93	700000590	2/5/2019
Subtotal for Clerk Treasurer							1,393,322.45		
Subtotal for Fund 701 Payroll							1,393,322.45		
Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN000126	Anthem Blue Cross Blue Shield	APP058537	1/18/2019	900016119	STORM-HEALTHDENTAL	Medical Ins	7,856.03	38797	1/18/2019
VEN001537	Payroll	APP058560	1/22/2019	900016111	STORM-SALARY	sal	17,210.47	900000154	1/22/2019
VEN001537	Payroll	APP058560	1/22/2019	900016120	STORM-FICA AND MEDICAR	fica	1,024.05	900000154	1/22/2019
VEN001537	Payroll	APP058560	1/22/2019	900016120	STORM-FICA AND MEDICAR	med	239.48	900000154	1/22/2019
VEN001537	Payroll	APP058560	1/22/2019	900016121	STORM-PERF	perf	1,690.36	900000154	1/22/2019
VEN000513	DavisVision	APP058607	1/24/2019	900016119	STORM-HEALTHDENTAL	Vision Ins	90.09	38800	1/24/2019
VEN000126	Anthem Blue Cross Blue Shield	APP058612	1/24/2019	900016119	STORM-HEALTHDENTAL	Medical Ins	7,856.03	38799	1/24/2019
VEN006285	Ceres Solutions Cooperative	APP058668	1/31/2019	900016226	STORM-VEHICLE GAS	Fuel	278.83		
VEN000534	Delta Dental	APP058704	1/31/2019	900016119	STORM-HEALTHDENTAL	Dental ins	508.54	38801	1/31/2019
VEN004479	Symetra Life Insurance	APP058707	1/31/2019	900016119	STORM-HEALTHDENTAL	Life Ins	31.34	38802	1/31/2019

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Fund No.	Fund Name									
900	Stormwater									
	Stormwater									
	VEN002541	Christina Clayton	APP058712	1/31/2019	900016370	STORMWATER-REFUND		3.80		
	VEN007242	Jim Tremblay	APP058713	1/31/2019	900016370	STORMWATER-REFUND		4.88		
	VEN007243	Anna Myers	APP058714	1/31/2019	900016370	STORMWATER-REFUND		5.97		
	VEN007244	Benjamin Lambdin	APP058715	1/31/2019	900016370	STORMWATER-REFUND		12.21		
	VEN007245	Casey Glanders	APP058716	1/31/2019	900016370	STORMWATER-REFUND		1.09		
	VEN007245	Casey Glanders	APP058716	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	51.54		
	VEN007246	Ryan Ednalino	APP058717	1/31/2019	900016370	STORMWATER-REFUND		3.93		
	VEN007247	Ralph Pickering	APP058718	1/31/2019	900016370	STORMWATER-REFUND		5.29		
	VEN007248	Judith Donovan	APP058719	1/31/2019	900016370	STORMWATER-REFUND		4.21		
	VEN007248	Judith Donovan	APP058719	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	0.18		
	VEN007249	Arlon Bardwell	APP058720	1/31/2019	900016370	STORMWATER-REFUND		3.22		
	VEN007250	Janelle McClure	APP058721	1/31/2019	900016370	STORMWATER-REFUND		3.53		
	VEN007250	Janelle McClure	APP058721	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	50.82		
	VEN007251	Norman Gray	APP058722	1/31/2019	900016370	STORMWATER-REFUND		8.27		
	VEN007252	Craig and Susan Henry	APP058723	1/31/2019	900016370	STORMWATER-REFUND		3.80		
	VEN007253	Larry and Janet Hasler	APP058724	1/31/2019	900016370	STORMWATER-REFUND		11.80		
	VEN007253	Larry and Janet Hasler	APP058725	1/31/2019	900016370	STORMWATER-REFUND		11.80		
	VEN007254	Roy Maynard	APP058726	1/31/2019	900016370	STORMWATER-REFUND		4.61		
	VEN007255	Jon Edwards	APP058727	1/31/2019	900016370	STORMWATER-REFUND		4.61		
	VEN007256	Kevin Gritten	APP058728	1/31/2019	900016370	STORMWATER-REFUND		2.71		
	VEN007257	Kathleen and Kevin Shafer	APP058729	1/31/2019	900016370	STORMWATER-REFUND		5.83		
	VEN007258	James Carlton	APP058730	1/31/2019	900016370	STORMWATER-REFUND		2.58		
	VEN007259	Mark Smith	APP058731	1/31/2019	900016370	STORMWATER-REFUND		12.75		
	VEN007260	Paul Hoffman	APP058732	1/31/2019	900016370	STORMWATER-REFUND		11.09		
	VEN007261	Joyce Fahey	APP058733	1/31/2019	900016370	STORMWATER-REFUND		5.70		
	VEN007262	Carla Garino	APP058734	1/31/2019	900016370	STORMWATER-REFUND		4.88		
	VEN007264	Matt Moore	APP058736	1/31/2019	900016370	STORMWATER-REFUND		2.58		
	VEN007265	Mary Rowinski	APP058737	1/31/2019	900016370	STORMWATER-REFUND		4.48		
	VEN007266	Eric and Kimberly Habegger	APP058738	1/31/2019	900016370	STORMWATER-REFUND		12.34		
	VEN007267	Douglas Copper	APP058739	1/31/2019	900016370	STORMWATER-REFUND		24.55		
	VEN007267	Douglas Copper	APP058739	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	4.36		
	VEN007268	Nicholas Peluchette	APP058740	1/31/2019	900016370	STORMWATER-REFUND		9.77		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN007269	Damon Dieckmeyer	APP058741	1/31/2019	900016370	STORMWATER-REFUND		15.46		
VEN007270	Drew Dimond	APP058742	1/31/2019	900016370	STORMWATER-REFUND		4.34		
VEN007271	Kyle Ervin	APP058743	1/31/2019	900016370	STORMWATER-REFUND		4.61		
VEN007236	John and Ann Bates	APP058744	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	458.46		
VEN007237	Lisa O'Connor	APP058745	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	466.74		
VEN007238	Susan Boss	APP058746	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	739.05		
VEN007239	Woodwind Golf Club	APP058747	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	3,558.71		
VEN007240	Rian and Chasity Umbach	APP058748	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	360.66		
VEN007241	Ezzat Benyamin	APP058749	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	96.92		
VEN007272	Rock Solid Property Management	APP058750	1/31/2019	900016370	STORMWATER-REFUND		20.48		
VEN006990	Bash Boutique LLC	APP058751	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	51.93		
VEN007273	CTS Properties LLC	APP058752	1/31/2019	900016370	STORMWATER-REFUND		14.81		
VEN007274	Jane and Joseph B Raineier	APP058753	1/31/2019	900016370	STORMWATER-REFUND		17.53		
VEN007275	Elizabeth Henke Garfield and Jeffrey Gar	APP058754	1/31/2019	900016370	STORMWATER-REFUND		16.52		
VEN007275	Elizabeth Henke Garfield and Jeffrey Gar	APP058754	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	0.20		
VEN007276	Bronson and Brittany Smith	APP058755	1/31/2019	900016370	STORMWATER-REFUND		4.34		
VEN007277	Randy Joe and Jean M Wardwell	APP058756	1/31/2019	900016370	STORMWATER-REFUND		3.93		
VEN007277	Randy Joe and Jean M Wardwell	APP058756	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	0.28		
VEN007278	William Garron Ciberay	APP058757	1/31/2019	900016370	STORMWATER-REFUND		4.75		
VEN007279	Katherine Rush	APP058758	1/31/2019	900016370	STORMWATER-REFUND		5.56		
VEN007280	Step Ahead Management	APP058759	1/31/2019	900016370	STORMWATER-REFUND		13.70		
VEN007281	Eric Horsford	APP058760	1/31/2019	900016370	STORMWATER-REFUND		14.24		
VEN007282	Isidro Guel	APP058761	1/31/2019	900016370	STORMWATER-REFUND		11.26		
VEN007282	Isidro Guel	APP058761	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	4.36		
VEN007283	Ajay Bhargava	APP058762	1/31/2019	900016370	STORMWATER-REFUND		3.39		
VEN007284	Charles Walker	APP058763	1/31/2019	900016370	STORMWATER-REFUND		3.53		
VEN007285	Amanda Anderson	APP058764	1/31/2019	900016370	STORMWATER-REFUND		3.39		
VEN007286	Josh Dotson	APP058765	1/31/2019	900016370	STORMWATER-REFUND		4.21		
VEN007287	Thomas Weessies	APP058766	1/31/2019	900016370	STORMWATER-REFUND		17.50		
VEN007288	David Elmore	APP058767	1/31/2019	900016370	STORMWATER-REFUND		7.73		
VEN007289	Jose Ojeda	APP058768	1/31/2019	900016370	STORMWATER-REFUND		4.12		
VEN007290	Gregory and Susan Cowen	APP058769	1/31/2019	900016370	STORMWATER-REFUND		11.84		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date	
Fund No. Fund Name										
900	Stormwater									
	Stormwater									
VEN007290	Gregory and Susan Cowen	APP058769	1/31/2019	900016370	STORMWATER-REFUND	Overpayment	4.14			
VEN007291	Betty Messenger	APP058770	1/31/2019	900016370	STORMWATER-REFUND		15.06			
VEN006285	Ceres Solutions Cooperative	APP058775	1/31/2019	900016226	STORM-VEHICLE GAS	Unleaded fuel	300.00			
VEN001339	Merrell Bros	APP058784	1/31/2019	900016474	STORM-CONSTRUCTION C	Lagoon cleaning project	1,300,000.00			
VEN005009	Michele Greene	APP058785	1/31/2019	900016370	STORMWATER-REFUND		8.27			
VEN003611	White River Alliance	APP058787	1/31/2019	900016350	STORM-SUBSCRIPTIONS/D	2019 MCM 1&2 dues with UW	7,000.00			
VEN006285	Ceres Solutions Cooperative	APP058848	2/4/2019	900016226	STORM-VEHICLE GAS	Unleaded fuel	498.29			
VEN001537	Payroll	APP058993	2/5/2019	900016111	STORM-SALARY	Payroll	19,585.12			
VEN001537	Payroll	APP058993	2/5/2019	900016120	STORM-FICA AND MEDICAR	Payroll	1,171.28			
VEN001537	Payroll	APP058993	2/5/2019	900016120	STORM-FICA AND MEDICAR	Payroll	273.93			
VEN001537	Payroll	APP058993	2/5/2019	900016121	STORM-PERF	Payroll	2,027.58			
Subtotal for Stormwater							1,373,912.62			
Subtotal for Fund 900 Stormwater							1,373,912.62			
Fund No. Fund Name										
950	Trash									
	Trash									
VEN001637	Ray's Trash Service	APP058578	1/23/2019	950017851	TRASH-RES QRTLY FEE CO	December quart	207,429.34	38798	1/23/2019	
VEN002541	Christina Clayton	APP058712	1/31/2019	950017370	TRASH-REFUND		0.91			
VEN002541	Christina Clayton	APP058712	1/31/2019	950017370	TRASH-REFUND		10.73			
VEN007242	Jim Tremblay	APP058713	1/31/2019	950017370	TRASH-REFUND		1.17			
VEN007242	Jim Tremblay	APP058713	1/31/2019	950017370	TRASH-REFUND		13.83			
VEN007243	Anna Myers	APP058714	1/31/2019	950017370	TRASH-REFUND		1.43			
VEN007243	Anna Myers	APP058714	1/31/2019	950017370	TRASH-REFUND		16.91			
VEN007244	Benjamin Lambdin	APP058715	1/31/2019	950017370	TRASH-REFUND		2.93			
VEN007244	Benjamin Lambdin	APP058715	1/31/2019	950017370	TRASH-REFUND		35.27			
VEN007245	Casey Glanders	APP058716	1/31/2019	950017370	TRASH-REFUND		0.26			
VEN007245	Casey Glanders	APP058716	1/31/2019	950017370	TRASH-REFUND		3.05			
VEN007246	Ryan Ednalino	APP058717	1/31/2019	950017370	TRASH-REFUND		0.95			
VEN007246	Ryan Ednalino	APP058717	1/31/2019	950017370	TRASH-REFUND		11.15			
VEN007247	Ralph Pickering	APP058718	1/31/2019	950017370	TRASH-REFUND		1.27			
VEN007247	Ralph Pickering	APP058718	1/31/2019	950017370	TRASH-REFUND		14.96			

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
950	Trash								
	Trash								
VEN007248	Judith Donovan	APP058719	1/31/2019	950017370	TRASH-REFUND		1.01		
VEN007248	Judith Donovan	APP058719	1/31/2019	950017370	TRASH-REFUND		11.92		
VEN007249	Arlon Bardwell	APP058720	1/31/2019	950017370	TRASH-REFUND		0.78		
VEN007249	Arlon Bardwell	APP058720	1/31/2019	950017370	TRASH-REFUND		9.13		
VEN007250	Janelle McClure	APP058721	1/31/2019	950017370	TRASH-REFUND		0.85		
VEN007250	Janelle McClure	APP058721	1/31/2019	950017370	TRASH-REFUND		9.99		
VEN007251	Norman Gray	APP058722	1/31/2019	950017370	TRASH-REFUND		1.99		
VEN007251	Norman Gray	APP058722	1/31/2019	950017370	TRASH-REFUND		23.44		
VEN007252	Craig and Susan Henry	APP058723	1/31/2019	950017370	TRASH-REFUND		0.91		
VEN007252	Craig and Susan Henry	APP058723	1/31/2019	950017370	TRASH-REFUND		10.77		
VEN007253	Larry and Janet Hasler	APP058724	1/31/2019	950017370	TRASH-REFUND		2.84		
VEN007253	Larry and Janet Hasler	APP058724	1/31/2019	950017370	TRASH-REFUND		34.10		
VEN007254	Roy Maynard	APP058726	1/31/2019	950017370	TRASH-REFUND		1.11		
VEN007254	Roy Maynard	APP058726	1/31/2019	950017370	TRASH-REFUND		13.07		
VEN007255	Jon Edwards	APP058727	1/31/2019	950017370	TRASH-REFUND		1.11		
VEN007255	Jon Edwards	APP058727	1/31/2019	950017370	TRASH-REFUND		13.07		
VEN007256	Kevin Gritten	APP058728	1/31/2019	950017370	TRASH-REFUND		0.65		
VEN007256	Kevin Gritten	APP058728	1/31/2019	950017370	TRASH-REFUND		7.66		
VEN007257	Kathleen and Kevin Shafer	APP058729	1/31/2019	950017370	TRASH-REFUND		1.40		
VEN007257	Kathleen and Kevin Shafer	APP058729	1/31/2019	950017370	TRASH-REFUND		16.52		
VEN007258	James Carlton	APP058730	1/31/2019	950017370	TRASH-REFUND		0.62		
VEN007258	James Carlton	APP058730	1/31/2019	950017370	TRASH-REFUND		7.28		
VEN007259	Mark Smith	APP058731	1/31/2019	950017370	TRASH-REFUND		3.07		
VEN007259	Mark Smith	APP058731	1/31/2019	950017370	TRASH-REFUND		36.80		
VEN007260	Paul Hoffman	APP058732	1/31/2019	950017370	TRASH-REFUND		2.67		
VEN007260	Paul Hoffman	APP058732	1/31/2019	950017370	TRASH-REFUND		32.05		
VEN007261	Joyce Fahey	APP058733	1/31/2019	950017370	TRASH-REFUND		1.37		
VEN007261	Joyce Fahey	APP058733	1/31/2019	950017370	TRASH-REFUND		16.14		
VEN007262	Carla Garino	APP058734	1/31/2019	950017370	TRASH-REFUND		1.17		
VEN007262	Carla Garino	APP058734	1/31/2019	950017370	TRASH-REFUND		13.83		
VEN007263	Rebecca Knapp	APP058735	1/31/2019	950017370	TRASH-REFUND		24.01		
VEN007264	Matt Moore	APP058736	1/31/2019	950017370	TRASH-REFUND		0.62		

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	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
950	Trash									
	Trash									
	VEN007264	Matt Moore	APP058736	1/31/2019	950017370	TRASH-REFUND		7.28		
	VEN007265	Mary Rowinski	APP058737	1/31/2019	950017370	TRASH-REFUND		1.08		
	VEN007265	Mary Rowinski	APP058737	1/31/2019	950017370	TRASH-REFUND		12.68		
	VEN007266	Eric and Kimberly Habegger	APP058738	1/31/2019	950017370	TRASH-REFUND		2.97		
	VEN007266	Eric and Kimberly Habegger	APP058738	1/31/2019	950017370	TRASH-REFUND		35.65		
	VEN007267	Douglas Copper	APP058739	1/31/2019	950017370	TRASH-REFUND		5.90		
	VEN007267	Douglas Copper	APP058739	1/31/2019	950017370	TRASH-REFUND		70.23		
	VEN007268	Nicholas Peluchette	APP058740	1/31/2019	950017370	TRASH-REFUND		2.35		
	VEN007268	Nicholas Peluchette	APP058740	1/31/2019	950017370	TRASH-REFUND		27.64		
	VEN007269	Damon Dieckmeyer	APP058741	1/31/2019	950017370	TRASH-REFUND		3.72		
	VEN007269	Damon Dieckmeyer	APP058741	1/31/2019	950017370	TRASH-REFUND		44.49		
	VEN007270	Drew Dimond	APP058742	1/31/2019	950017370	TRASH-REFUND		1.04		
	VEN007270	Drew Dimond	APP058742	1/31/2019	950017370	TRASH-REFUND		12.30		
	VEN007271	Kyle Ervin	APP058743	1/31/2019	950017370	TRASH-REFUND		1.11		
	VEN007271	Kyle Ervin	APP058743	1/31/2019	950017370	TRASH-REFUND		13.07		
	VEN007272	Rock Solid Property Management	APP058750	1/31/2019	950017370	TRASH-REFUND		4.92		
	VEN007272	Rock Solid Property Management	APP058750	1/31/2019	950017370	TRASH-REFUND		57.99		
	VEN007274	Jane and Joseph B Raineier	APP058753	1/31/2019	950017370	TRASH-REFUND		1.59		
	VEN007274	Jane and Joseph B Raineier	APP058753	1/31/2019	950017370	TRASH-REFUND		52.94		
	VEN007276	Bronson and Brittany Smith	APP058755	1/31/2019	950017370	TRASH-REFUND		1.04		
	VEN007276	Bronson and Brittany Smith	APP058755	1/31/2019	950017370	TRASH-REFUND		12.30		
	VEN007277	Randy Joe and Jean M Wardwell	APP058756	1/31/2019	950017370	TRASH-REFUND		0.95		
	VEN007277	Randy Joe and Jean M Wardwell	APP058756	1/31/2019	950017370	TRASH-REFUND		11.15		
	VEN007278	William Garron Ciberay	APP058757	1/31/2019	950017370	TRASH-REFUND		1.14		
	VEN007278	William Garron Ciberay	APP058757	1/31/2019	950017370	TRASH-REFUND		13.45		
	VEN007279	Katherine Rush	APP058758	1/31/2019	950017370	TRASH-REFUND		1.34		
	VEN007279	Katherine Rush	APP058758	1/31/2019	950017370	TRASH-REFUND		15.75		
	VEN007280	Step Ahead Management	APP058759	1/31/2019	950017370	TRASH-REFUND		3.29		
	VEN007280	Step Ahead Management	APP058759	1/31/2019	950017370	TRASH-REFUND		39.49		
	VEN007281	Eric Horsford	APP058760	1/31/2019	950017370	TRASH-REFUND		3.42		
	VEN007281	Eric Horsford	APP058760	1/31/2019	950017370	TRASH-REFUND		41.03		
	VEN007282	Isidro Guel	APP058761	1/31/2019	950017370	TRASH-REFUND		2.71		

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	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
950	Trash									
	Trash									
	VEN007282	Isidro Guel	APP058761	1/31/2019	950017370	TRASH-REFUND		32.53		
	VEN007283	Ajay Bhargava	APP058762	1/31/2019	950017370	TRASH-REFUND		0.82		
	VEN007283	Ajay Bhargava	APP058762	1/31/2019	950017370	TRASH-REFUND		9.58		
	VEN007284	Charles Walker	APP058763	1/31/2019	950017370	TRASH-REFUND		0.85		
	VEN007284	Charles Walker	APP058763	1/31/2019	950017370	TRASH-REFUND		9.96		
	VEN007285	Amanda Anderson	APP058764	1/31/2019	950017370	TRASH-REFUND		0.82		
	VEN007285	Amanda Anderson	APP058764	1/31/2019	950017370	TRASH-REFUND		9.61		
	VEN007286	Josh Dotson	APP058765	1/31/2019	950017370	TRASH-REFUND		1.01		
	VEN007286	Josh Dotson	APP058765	1/31/2019	950017370	TRASH-REFUND		11.92		
	VEN007287	Thomas Weessies	APP058766	1/31/2019	950017370	TRASH-REFUND		4.21		
	VEN007287	Thomas Weessies	APP058766	1/31/2019	950017370	TRASH-REFUND		49.54		
	VEN007288	David Elmore	APP058767	1/31/2019	950017370	TRASH-REFUND		1.86		
	VEN007288	David Elmore	APP058767	1/31/2019	950017370	TRASH-REFUND		21.88		
	VEN007289	Jose Ojeda	APP058768	1/31/2019	950017370	TRASH-REFUND		18.67		
	VEN007290	Gregory and Susan Cowen	APP058769	1/31/2019	950017370	TRASH-REFUND		2.85		
	VEN007290	Gregory and Susan Cowen	APP058769	1/31/2019	950017370	TRASH-REFUND		34.17		
	VEN007291	Betty Messenger	APP058770	1/31/2019	950017370	TRASH-REFUND		3.62		
	VEN007291	Betty Messenger	APP058770	1/31/2019	950017370	TRASH-REFUND		43.34		
	VEN003986	Accela Inc	APP058772	1/31/2019	950017371	TRASH-CREDIT CARD PRO	Web pmt fees	1,104.00		
	VEN005009	Michele Greene	APP058785	1/31/2019	950017370	TRASH-REFUND		1.99		
	VEN005009	Michele Greene	APP058785	1/31/2019	950017370	TRASH-REFUND		23.41		
	Subtotal for Trash							209,738.76		
Subtotal for Fund 950 Trash								209,738.76		
Posted Invoices Total								7,668,658.63		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
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Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
203	Fire Operating						
	Fire						
VEN000689	Federal Field Services LLC	ACP001609	1/22/2019	203012346	Fire-Tornado Siren	Fire-Tornado Siren	3,200.00
	Subtotal for						3,200.00
Subtotal by Fund 203 Fire Operating							3,200.00
Credit Memo Total							3,200.00

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
203	Fire Operating						
	Fire						
VEN000689	Federal Field Services LLC	ACP001609	1/22/2019	203012346	Fire-Tornado Siren	Fire-Tornado Siren	3,200.00
	Subtotal for						3,200.00
Subtotal by Fund 203 Fire Operating							3,200.00
Credit Memo Total							3,200.00

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
203	Fire Operating								
	Fire								
VEN007303	PayGov	APP059085	2/11/2019	203012349	FIRE-SERVICES	refund for EMS billing	72.74	66241	2/11/2019
	Subtotal for Fire						72.74		
	Subtotal for Fund 203 Fire Operating						72.74		

Fund No.	Fund Name						
590	Town Rd 156-166 Grant						
	Public Works						
VEN000589	Duke Energy	APP059086	2/11/2019	590013349	MPO TOWN RD 156-166 SE	Towne Road 156 to 166 - Duk	460,381.68
VEN000589	Duke Energy	APP059086	2/11/2019	590013349	MPO TOWN RD 156-166 SE	Duke relocation overrun mainl	172,619.63
	Subtotal for Public Works						633,001.31
	Subtotal for Fund 590 Town Rd 156-166 Grant						633,001.31
	Posted Invoices Total						633,074.05

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Credit Memo Total							

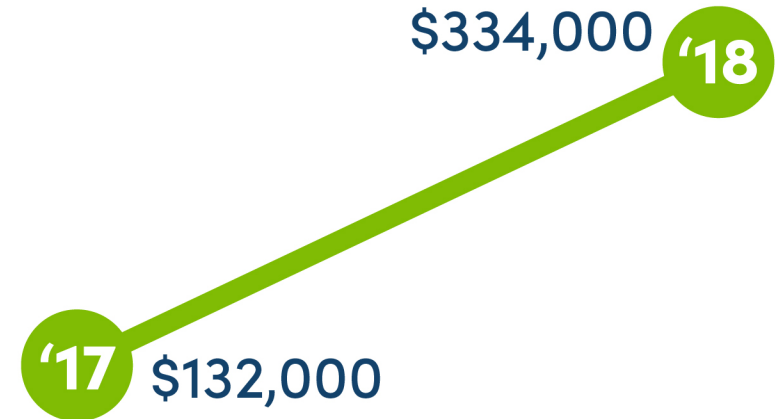
2018 INTEREST HIGHLIGHTS

\$200,000

increased interest
revenue (2017-2018)



negotiated with banks
to **increase interest rates**



**2.5x interest
increase**



RESOLUTION 19-101

A RESOLUTION TO RE-ESTABLISH A CUMULATIVE CAPITAL DEVELOPMENT FUND

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

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

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

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

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

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy J. Gossard, Clerk Treasurer

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

Cindy Gossard, Clerk-Treasurer

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

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ORDINANCE 19-01

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 August 13, 2018, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 19-100); 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 southeast corner of 196th Street and Grassy Branch Road, and adjacent to the existing corporate limits along the eastern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

Section 4. This Ordinance shall be in full force and effect on January 1, 2020 (pursuant to IC 36-4-3-7(b)), upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF FEBRUARY, 2019.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 19-01** was delivered to the Mayor of Westfield
on the _____ day of _____, 2019, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 19-01
this _____ day of _____, 2019.

I hereby VETO Ordinance 19-01
this _____ day of _____, 2019.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A **ANNEXATION AREA**



EXHIBIT LEGEND

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

Not To Scale

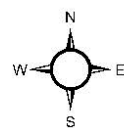


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes five (5) parcels of land:

Parcel No. 08-06-29-00-00-004.000
08-06-29-00-00-003.101
08-06-29-00-00-003.001
08-06-29-00-00-003.000
08-06-29-00-00-001.001

A part of the Northwest Quarter of Section 29, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89 degrees 24 minutes 45 seconds East (assumed bearing) 1,325.85 feet along the North line of said Northwest Quarter to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West 1,266.53 feet along the East line of said Quarter-Quarter Section to the Northwest corner of the 42.50 acre parcel owned by Thomas E. Goins as recorded in Instrument No. 85-014694 in the Office of the Recorder of Hamilton County, Indiana; thence the next two (2) courses are along the North and East lines of said 42.50 acre parcel: (1) South 89 degrees 32 minutes 57 seconds East 1,323.26 feet; (2) South 00 degrees 06 minutes 33 seconds West 1,402.50 feet along the East line of said Northeast Quarter to the Southeast corner of said Northwest Quarter, said corner also being the southeast corner of a parcel owned by Thomas E. Goins et ux as recorded in Instrument No. 9302300, in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 32 minutes 57 seconds West 1,322.78 feet along the South line of said Northwest Quarter to the Southwest corner of the Southwest Quarter of said Northwest Quarter; thence North 89 degrees 36 minutes 46 seconds West 647.49 feet along the South line of the Southwest Quarter of said Northwest Quarter to the Southeast corner of the 11.62 acre parcel owned by Crossroads Church at Westfield, Inc. as recorded in Instrument No. 2006-058047 in said Recorder's Office; thence North 00 degrees 01 minutes 04 seconds East 1,018.22 feet along the East line of said 11.62 acre parcel and the prolonged East line to the Northeast corner of 4.18 acre parcel owned by Mark T. Nigh et ux as recorded in Instrument No. 85-012054 in said Recorder's Office; thence North 89 degrees 21 minutes 16 seconds West 675.00 feet along the North line of said 4.18 acre parcel to the West line of said Northwest Quarter; thence North 00 degrees 01 minutes 04 seconds East 1,652.42 feet along said West line to the place of beginning, containing 107.998 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 191st Street, 196th Street, and Grassy Branch Road.

Westfield City Council January 14, 2019

The Westfield City Council met on January 14, 2019 at the Westfield City Hall. Members present were, Jim Ake, Chuck Lehman, Cindy Spoljaric, Bob Horkay, Steve Hoover, Mark Keen and Joe Edwards. Also present were Clerk Treasurer Cindy Gossard, Mayor Cook and in for our City Attorney, Paul Reis.

Jim Ake called the meeting to order at 7:00 p.m.

Election of 2019 Council President

Steve Hoover made a motion to nominate Mark Keen as 2019 Council President. Chuck Lehman seconded. Joe Edwards closed the nominations. Vote: Yes-7; No-0.

Mark Keen appointed Jim Ake as Vice President

Appointment of APC Representatives

Chuck Lehman made a motion to nominated Bob Horkay and Steve Hoover to APC. Bob Horkay seconded. Vote: Yes-7; No-0.

Appointment of BZA Representative

Joe Edwards made a motion to appoint Ken Kingshill to BZA. Steve Hoover seconded. Vote: Yes-7; No-0.

Approval of Minutes:

Joe Edwards made a motion to approve the December 20, 2018 minutes as presented. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Jim Ake made a motion to approve the claims as presented. Bob Horkay seconded. Vote: Yes- 7; No-0. Motion carries.

Miscellaneous Business/Special Presentations:

Special Presentation: Westfield Welcome Update Angie Smitherman

Angie gave a short presentation bringing the Disney Experience to Westfield. Angie explained what the Disney experience details and the vision of the City regarding this.

Special Presentation: Deputy Marshal David Brown, Recognition & Proclamation

Mayor Cook read a Proclamation recognizing Deputy Marshal David Brown proclaiming January 14, 2019 Deputy Marshal David Brown day.

Old Business:

Ordinance 18-26: City of Westfield to Vacate Public Ways

Council Introduction: June 11, 2018

Public Hearing: June 11, 2018

Adoption Consideration: January 14, 2019

Jeremy Lollar presented this item explaining the details of vacating a ROA and drainage easement to allow construction by the shopping center at the corner of Grassy Branch & Nancy Street.

Jim Ake made a motion to approve Ordinance 18-26 as presented. Joe Edwards seconded.

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

Ordinance 18-49: Bordeaux walk PUD District

Council Introduction: October 22, 2018

APC Public Hearing: November 5, 2018

APC Public Hearing: December 17, 2018

APC Recommendation: December 17, 2018

Adoption Consideration: December 20, 2018

Kevin Todd presented this item stating it is a request in zoning change to allow for a single –family development on approximate 39 acres. Since introduction 6.4 acres were added increasing the proposed 72 lots to 84 maximum lots and repositioning the detention pond further to the south.

Bob Horkay made a motion to approve Ordinance 18-49 as presented. Steve Hoover seconded.

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

Ordinance 18-53: 181st Street PUD Amendment (Grand Junction Taproom Stage)

Council Introduction- December 10, 2018

APC Public Hearing: December 17, 2018

APC Recommendation: December 17, 2018

Adoption Consideration- January 14, 2019

Daine Crabtree presented this item stating this would allow for an outdoor stage to be built on the 4.78 acres. Language has been added to allow the Outdoor Event Stage to be permitted only in support and conjunction with a Brewery Production Facility and Tasting Room or Sit Down Restaurant.

Jim Ake made a motion to approve Ordinance 18-53 as presented. Cindy Spoljaric seconded.

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

New Business:

Ordinance 19-01: Lindley Run Annexation

Council Introduction: January 14, 2019

Public Hearing: January 14, 2019

Adoption Consideration: February 11, 2019

Pam Howard introduced this item stating this is a 100% voluntary annexation of 108 acres on the SE corner of 196th Street and Grassy Branch Road.

Public Hearing open: 7:35

None

Public Hearing closed 7:36

Ordinance 19-02: Lancaster PUD

Council Introduction: January 14, 2019

APC Public Hearing: February 4, 2019

APC Recommendation: March 4, 2019

Adoption Consideration: March 11, 2019

Pam Howard presented this item stating this would allow for a maximum of 590 single-family attached and detached homes to be built on 145 acres on the Northside of 186th Street West of Springmill Road.

Jon Dobosiewicz gave a short presentation giving the details of the proposed layout of the area, the open space and amenities, the trail connections and a general overview of the standards the community will follow.

There was Council questions and discussion

Moves on to APC

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

Council Introduction: January 14, 2019

APC Public Hearing: January 22, 2019

APC Recommendation: February 4, 2019

Adoption Consideration: February 11, 2019

Kevin Todd presented this item explaining would allow a heliport to be constructed at Riverview Hospital located on the NE corner of 31 and 32.

Rex Alexander President of Five-Alpha gave a presentation of the guidelines for a Helipad.

Consideration of Westchester Option

Paul Reis stated this would allow the City or Township to purchase the land if the developer chooses to close the existing golf course on the property. This does not obligate the City, just allows them to purchase the land if they chose to do so.

Steve Hoover made a motion to consider the Westchester Option. Chuck Lehamn seconded.
Vote: Yes-7; No-0.

Land Disposition Update

Paul Reis gave a brief update of the house the City purchased to do road improvements located at 1438 East 151st Street. The City no longer needs this property and based on the appraisal there were no qualifying bids received. The City now will retain a Real Estate broker to help with the sale of the property.

Guests:

None

Council Responses to Guest Comments:

None

City Council Comments:

Steve Hoover gave APC update

Mark Keen stated there would be no second meeting in January

Mayor Comments:

Thanked Paul Reis for filling in for City Attorney Brian Zaiger

Our City Tax rate went down

Thanked Tammy Havard for getting the Indiana Department of Revenue to adjust the Food & Beverage as well as Alcohol and Tobacco Tax due to the City

State of the City this Thursday @Bridgewater Club

Without any further business, the meeting adjourned at 8:36 pm

Clerk-Treasurer

President

**GRAND
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GRAND JUNCTION FUNDING PLAN



WHY?

Create place where **people connect** | Unique **downtown** |
Economic development tool



OVERVIEW





THE PLAZA



\$35 MILLION
Grand Junction Plaza
& Jersey Street Commons

FALL 2018-SUMMER 2019

Design update & pre-construction work

SPRING 2019

Westfield Blvd. Connector begins

SUMMER 2019

Plaza construction begins

SUMMER 2021*

Plaza complete
* Proposed timeline

FALL 2022

Jersey Street Extension construction begins

HOW WILL GRAND JUNCTION PLAZA BE PAID FOR?

Funded by Local Income Tax (LIT). LIT will pay for the plaza bond until TIF can cover payments.

WILL MY TAXES INCREASE?

No, taxes will not increase to fund the Grand Junction Plaza.



THE PLAZA



COST BREAKDOWN

BID CATEGORY	DESCRIPTION	AMOUNT (2018 estimates)
Preliminary Engineering	Miscellaneous work for updates to plans Title Work, Boundary Survey, and misc. easement	\$120,000.00
Land and R/W Acq.	Acquisition	\$50,000.00
Utility Relocation	Reimbursable relocation of utilities	\$200,815.00
Demolition	Remaining removal items on site	\$246,945.00
Mass Grading	Earthwork required to grade site per plans Includes Culvert under Jersey Street and Jersey Street	\$865,439.00
Road Construction	Road Construction	\$886,639.00
East Site Construction	All hardscape and site/civil features east of the stream	\$3,783,923.00
West Site Construction	All hardscape and site/civil features west of the stream	\$7,860,430.00
Vertical Structures	Structural/building features	\$9,160,386.00 Total vertical
SW Pavilion	Amphitheatre, Stage, and Supporting buildings	(\$4,207,661.00)
NW Pavilion	Ice Rink Pavilion and Supporting Buildings	(\$3,345,727.00)
SE Pavilion	Trailhead Pavilion	(\$1,606,998.00)
Landscaping	Seeding, sodding, landscaping	\$2,645,425.00
Playground + Equipment	Surface and equipment at NE quad	\$872,975.00
Contingency		\$2,159,118.00
Construction Inspection		\$2,200,000.00
Capitalized Interest + Issuance Cost		\$4,000,000.00
TOTAL		<u>\$35,052,095.00</u> (2018 dollars)

GRAND JUNCTION PLAZA FUNDING PLAN





PARKING



QUESTIONS?

DISCUSSION



**GRAND
JUNC-
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GRAND JUNCTION & WESTFIELD

