

Westfield City Council Members

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



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_02_10_2020

Monday, February 10, 2020 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, February 10, 2020 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: Duane Quesenberry, Pastor at Village Park Bible Methodist Church

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 1-13-20](#)

Claims:

Documents: [February 10, 2020 Docket](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation by Public Works and United Consulting on 161st Street and Monon Trail Project

Miscellaneous Business: Overview of House Bill 1070 and Resolution from City of

Westfield, Supporting the Bill.
Documents: [Resolution 20-106](#)

Old Business:

Ordinance 19-60: Links PUD

Council Introduction: November 11, 2019

APC Public Hearing: December 2, 2019 & January 21, 2020

APC Recommendation: February 3, 2020

Adoption Consideration: February 10, 2020

Documents: [Ordinance 19-60](#) | [Staff Report](#) | [Location Map](#) | [District Map](#) | [Concept Plan](#) | [Observatory Character Exhibits](#) | [Community Entertainment Center Character Exhibits](#) | [Berm Exhibit](#) | [APC Certification](#)

Ordinance 20-01: Davis PUD Amendment I

Council Introduction: January 13, 2020

APC Public Hearing: January 21, 2020

APC Recommendation: January 21, 2020

Adoption Consideration: February 10, 2020

Documents: [Ordinance 20-01](#) | [Ordinance 17-52](#) | [Location Map](#) | [Public Comment](#) | [Department Report & APC Certification](#)

New Business:

Ordinance 20-04: Chatham Hills Annexation (Phase 14)

Council Introduction: February 10, 2020

Public Hearing: February 10, 2020

Adoption Consideration: March 9, 2020

Documents: [Ordinance 20-04](#) | [Location Map](#)

Ordinance 20-05: Atwater Annexation (Phase 1)

Council Introduction: February 10, 2020

Public Hearing: February 10, 2020

Adoption Consideration: March 9, 2020

Documents: [Ordinance 20-05](#) | [Location Map](#)

Ordinance 20-06: Osborne Trails Annexation (Phase 4)

Council Introduction: February 10, 2020

Public Hearing: February 10, 2020

Adoption Consideration: March 9, 2020

Documents: [Ordinance 20-06](#) | [Location Map](#)

Ordinance 20-07: Lancaster Annexation

Council Introduction: February 10, 2020

Public Hearing: February 10, 2020

Adoption Consideration: March 9, 2020

Documents: [Ordinance 20-07](#) | [Location Map](#)

Ordinance 20-08: Wheeler Landing PUD Amendment III (Portillo's)

Council Introduction: February 10, 2020

APC Public Hearing: March 2, 2020

APC Recommendation: April 6, 2020

Adoption Consideration: April 13, 2020

Documents: [Ordinance 20-08](#) | [Character Exhibit](#) | [Landscape Plan](#) | [Site Plan](#) | [Vicinity Map](#)

Ordinance 20-09: Northpointe PUD Amendment III (GFS)

Council Introduction: February 10, 2020

APC Public Hearing: February 18, 2020

APC Recommendation: February 18, 2020

Adoption Consideration: March 9, 2020

Documents: [Ordinance 20-09](#) | [Concept Plan](#) | [Landscape Plan](#) | [Location Map](#) | [Pump Room and Tank Representative Image](#)

Consent Agenda:

Contract for Goods and Services/White Construction, LLC

Documents: [Contract/White Construction](#)

INDOT-LPA Contract/161st Street & Oak RAB

Documents: [Contract/161st & Oak RAB](#)

INDOT-LPA Contract/161st Street & Union RAB

Documents: [Contract 161st & Union Street RAB](#)

Guests:

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

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

Westfield City Council January 13, 2020

The Westfield City Council met on January 13, 2020 at Westfield City Hall. Members present were Joe Edwards, Scott Willis, Cindy Spoljaric, Jake Gilbert, Mike Johns, Scott Frei and Troy Patton. Also present were Clerk Treasurer, Cindy Gossard, Mayor Andy Cook and Brian Zaiger, legal counsel.

Joe Edwards called the meeting to order at 7:00 pm.

Election of Council President/Election of Vice President-

Cindy Spoljaric made a motion to nominate Joe Edwards as Council President. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Joe Edwards made a motion to nominate Scott Willis for Vice President. Jake Gilbert seconded. Vote: Yes-7; No-0. Motion carries.

Appointment of (3) APC -

Troy Patton made the motion to nominate Cindy Spoljaric, Mike Johns and Kristen Burkman. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Appointment of (2) RDC-

Scott Willis made the motion to nominate Melissa Risk, and Robert Christmann. Mike Johns seconded. Vote: Yes-7; No-0. Motion carries.

Approval of Minutes:

Cindy Spoljaric made a motion to approve the December 19, 2019 minutes as presented. Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Mike Johns made a motion to approve the claims as presented. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations:

None

Old Business:

None

[Type here]

New Business:

Ordinance 20-01: Davis PUD Amendment I

Council Introduction: January 13, 2020

APC Public Hearing: January 21, 2020

APC Recommendation: January 21, 2020

Adoption Consideration: February 10, 2020

Pam Howard presented stating that Estridge Homes is asking to amend the Davis PUD (Serenade Subdivision) to clarify architectural standards.

Brian Stumpf, petitioner stated the two changes being requested, involve the minimum roof overhang and the wing walls, which would allow the walls to encroach up to two feet into a required setback or easement.

Resolution 20-100: Requiring Quarterly Budget Presentation & Reconciliation

Council Introduction: January 13, 2020

Adoption Consideration: January 13, 2020

Joe Edwards and Troy Patton presented, stating that this would require administration to (within 45 days of each calendar quarter) present any changes in the budget, along with any reconciling items compared to the Clerk Treasurer's office statements. The intent being to keep everyone engaged throughout the year.

Scott Willis made the motion to approve Resolution 20-100 as presented. Troy Patton seconded.
Vote: Yes-7; No-0. Motion carries.

Resolution 20-101: Creating Council Committees

Council Introduction: January 13, 2020

Adoption Consideration: January 13, 2020

Brian Zaiger presented stating the Council has requested that various committees be created to allow added information to be acquired in order to give updates more effectively to Council and to the citizens. The two committees (Finance and Oversight) will be subject to Open Door laws from this point forward.

Mike Johns made the motion to approve Resolution 20-101 as presented. Jake Gilbert seconded.
Vote: Yes-7; No-0. Motion carries.

Joe Edwards made the motion to appoint Troy Patton Finance Committee Chair, and Jake Gilbert the Oversight Chair. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Troy Patton appointed Scott Frei and Joe Edwards to the Finance Committee. Jake Gilbert appointed Troy Patton and Scott Willis to the Oversight Committee.

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Ordinance 20-03: Establishing Bidding Requirements

Council Introduction: January 13, 2020

Adoption Consideration: January 13, 2020

Troy Patton presented stating this Ordinance would require council approval on purchases, and contracts including supplies, materials, equipment, nonprofessional contractual services, construction, change orders or improvements of more than \$150,000 from any fund allocated or controlled by council without acquiring three bids.

Scott Frei made the motion to suspend the rules on adoption. Troy Patton seconded.

Vote: Yes-7; No-0. Motion carries.

Scott Willis made the motion to approve Ordinance 20-03 as amended (addition of change order verbiage). Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Guests:

None

Council Responses to Guest Comments:

None

City Council Comments:

None

Mayor Comments:

Thanked the PW department for water removal during heavy rains

This Thursday and Friday Gaylor Company will hold their Employee Team Building at Grand Park

Without any further business, the meeting adjourned at 8:05 pm.

Clerk-Treasurer

President

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**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-19-L190080

Des. No.: 1801433

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Westfield
133 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2022 and June 30, 2023**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2023 and June 30, 2025**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

E. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

F. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled “Withholding Federal Participation” which is herewith quoted in part as follows: “Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total.”
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

H. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)

working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its subcontractors, who perform work under this Contract, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

N. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

O. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

P. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

Q. **Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting

discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin,

religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

- 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant

- to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- W. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the LPA of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.
- X. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing, reference this Section 2.20 and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract.

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Westfield

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer

This instrument prepared by:

Autumn Castro
July 19, 2019

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

Joseph McGuinness, Commissioner (FOR)

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1801433**
Program: **Group I**
Type of Project: **Intersection Improvement, Roundabout**
Location: **Intersection of 161th Street and Oak Road - roundabout**

A general scope/description of the Project is as follows:

A project for construction of a new roundabout at the intersection at 161th Street and Oak Road in the City of Westfield, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

_____	Preliminary Engineering or
_____	Right-of-Way or
<u> X </u>	Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **Group I** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80 %** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **July 19, 2019**, the maximum amount according to the TIP dated **August 22, 2018** is \$ **1,254,400.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-19-L190075

Des. No.: 1700729

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Westfield
133 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2021 and June 30, 2022**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2022 and June 30, 2024**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

E. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

F. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled “Withholding Federal Participation” which is herewith quoted in part as follows: “Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total.”
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

H. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)

working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its subcontractors, who perform work under this Contract, to certify to the LPA that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

N. **Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

O. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

P. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

Q. **Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting

discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin,

religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- d. **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Agreement until the LPA complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
 - 1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant

- to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- U. **Severability.** The invalidity of any section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Agreement.
- V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- W. **Termination for Convenience.** This Contract may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the LPA of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.
- X. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing, reference this Section 2.20 and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract.

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Westfield

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer

This instrument prepared by:

Autumn Castro
July 19, 2019

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

Joseph McGuinness, Commissioner (FOR)

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1700729**
Program: **Group I CMAQ**
Type of Project: **Intersection Improvement, Roundabout**
Location: **Intersection of 161th Street and Union Street - roundabout**

A general scope/description of the Project is as follows:

A project for construction of a new roundabout at the intersection at 161th Street and Union Street in the City of Westfield, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

_____	Preliminary Engineering or
_____	Right-of-Way or
<u> X </u>	Construction;

Otherwise, this contract covers all phases.

- B. If the Program shown on Attachment A is receiving **Group I CMAQ** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80** % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **July 19, 2019**, the maximum amount according to the TIP dated **August 22, 2018** is \$ **2,268,000.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 22nd day of January, 2020, by and between City of Westfield (“Contracting Party”) and White Construction, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: North Street, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start January 23rd, 2020 and complete by June 30th, 2020 (the “Completion Date”).
 - (d) Purchase Price: Four Hundred Eighty-One Thousand Dollars and 00/100, \$481,000.00 (see Proposal dated 12/19/19 - Exhibit B).
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for North Street Roadway & Drainage Improvements Project” dated November 26, 2020 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(g) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Michael Pearce
2706 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

White Construction, LLC
3900 East Clinton Ave
Clinton, IN 47842

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes

shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or

expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2020.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

White Construction, LLC
3900 East Clinton Ave
Clinton, IN 47842

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 12/19/2019

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

NORTH STREET ROADWAY & DRAINAGE IMPROVEMENTS

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed North Street Roadway & Drainage Improvements and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

The project generally includes removing the existing pavement and base and constructing a new asphalt roadway with concrete curb and gutter.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the North Street Roadway & Drainage Improvements, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with the base bid work by June 30, 2020 or by 30 days after initiating the work, whichever is sooner. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): WM

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BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	Estimated Quantities	Unit Prices	Total
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$ 68,566.00	\$ 68,566.00
2	110-01001	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 24,000.00	\$ 24,000.00
3	201-52370	CLEARING RIGHT OF WAY	LS	1	\$ 10,000.00	\$ 10,000.00
4	201-02255	TREE 18 IN., REMOVE	EACH	1	\$ 1,000.00	\$ 1,000.00
5	202-02240	SAWCUT/REMOVE PAVEMENT, DRIVE, WALK, AND BASE MATERIAL	SYS	1704	\$ 15.00	\$ 25,560.00
6	202-02279	CURB AND GUTTER, SAWCUT & REMOVE	LFT	2	\$ 100.00	\$ 200.00
7	202-02772	CASTING, REMOVE	EACH	2	\$ 400.00	\$ 800.00
8	202-94747	REMOVE EXISTING BOLLARD	EACH	2	\$ 300.00	\$ 600.00
9	202-96133	PIPE, REMOVE (OPTION: GROUT IN PLACE)	LFT	140	\$ 20.00	\$ 2,800.00
10	205-06933	TEMPORARY INLET PROTECTION	EACH	12	\$ 250.00	\$ 3,000.00
11	205-06937	TEMPORARY SILT FENCE	LFT	1032	\$ 2.00	\$ 2,064.00
12	301-12234	COMPACTED AGGREGATE NO. 53	CYS	410	\$ 85.00	\$ 34,850.00
13	305-09786	PCC BASE, 6 IN.	SYS	5.5	\$ 100.00	\$ 550.00
14	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	164	\$ 80.00	\$ 13,120.00
15	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	274	\$ 65.00	\$ 17,810.00
16	401-07423	QC/QA-HMA, 2, 64, BASE, 19.0 mm	TON	274	\$ 65.00	\$ 17,810.00
17	502-11564	PCCP, 7 IN.	SYS	5.5	\$ 250.00	\$ 1,375.00
18	502-05402	CONCRETE DRIVEWAY, 6" AND 6" #53 BASE (INCLUDED)	SYS	260	\$ 125.00	\$ 32,500.00
19	502-11564	CONCRETE VALLEY GUTTER	LFT	92	\$ 90.00	\$ 8,280.00
20	604-06070	CONCRETE SIDEWALK W/ COMPACTED #53 BASE, KEYWAY AND THICKENED EDGE	SYS	416	\$ 120.00	\$ 49,920.00
21	604-08086	CURB RAMP, CONCRETE	SYS	3	\$ 300.00	\$ 900.00
22	604-12083	DETECTABLE WARNING SURFACES	SYS	4	\$ 400.00	\$ 1,600.00
23	605-08636	CURB AND GUTTER, TURNOUT COMBINED	LFT	6	\$ 125.00	\$ 750.00
24	605-96305	CURB AND GUTTER, CONCRETE DEPRESSED	LFT	20	\$ 100.00	\$ 2,000.00
25	605-97937	CONCRETE MOUNTABLE CURB & GUTTER, TYPE A	LFT	1245	\$ 30.00	\$ 37,350.00

26	605-97937	CONCRETE MOUNTABLE CURB & GUTTER, TYPE B	LFT	97	\$ 40.00	\$ 3,880.00
27	611-06497	MAILBOXES – REMOVE EXISTING, INSTALL TEMPORARY, INSTALL NEW	LS	1	\$ 2,500.00	\$ 2,500.00
28	616-06451	RIPRAP, UNIFORM	TON	0.6	\$ 1,000.00	\$ 600.00
29	621-04258	SEEDING/SITE RESTORATION	SYS	300	\$ 15.00	\$ 4,500.00
30	621-06570	TOPSOIL	SYS	210	\$ 20.00	\$ 4,200.00
31	715-05147	8" DBL WALL HDPE PIPE (W/BEDDING & NATIVE BACKFILL)	LFT	17	\$ 50.00	\$ 850.00
32	715-05147	6" UNDERDRAIN W/CONNECTIONS & TRENCH, GEOTEXTILE, BEDDING & AGGREGATE	LFT	1164	\$ 20.00	\$ 23,280.00
33	720-44000	CASTING, ADJUST TO GRADE	EACH	2	\$ 750.00	\$ 1,500.00
34	720-01894	INSTALL STORM INLET CASTING	EACH	2	\$ 1,000.00	\$ 2,000.00
35	720-03905	STORM INLET TYPE A	EACH	1	\$ 2,200.00	\$ 2,200.00
36	720-04499	MODIFY CONCRETE INLET HEIGHT UP TO 12"	EACH	2	\$ 1,000.00	\$ 2,000.00
37	720-44000	CLEANOUT CASTING, RESET WITHIN PROPOSED PAVEMENT	EACH	2	\$ 1,000.00	\$ 2,000.00
38	801-06640	CONSTRUCTION SIGN, A	EACH	1	\$ 195.00	\$ 195.00
39	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 25,000.00	\$ 25,000.00
40	802-03896	STEEL BOLLARD	EACH	2	\$ 750.00	\$ 1,500.00
41	802-07060	SIGN, RELOCATE	EACH	2	\$ 500.00	\$ 1,000.00
42	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	51	\$ 20.00	\$ 1,020.00
43	808-06713	LINE, PAINT, SOLIDE, WHITE, 4 IN	LFT	32	\$ 15.00	\$ 480.00
44	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN STOP LINE, 24 IN.	LFT	32	\$ 20.00	\$ 640.00
45	808-75998	SNOWPLOWABLE BLUE RAISED PAVEMENT MARKER	EACH	3	\$ 750.00	\$ 2,250.00
Total 1-45						\$ 439,000.00

SUBGRADE TREATMENT ALTERNATIVES (CHOOSE ONE)						
ALTERNATIVE 1: SUBGRADE TREATMENT TYPE 1B						
46	207-09934	SUBGRADE TREATMENT TYPE 1B	SYS	2,400	\$ -	\$ -
ALTERNATIVE 1: SUBGRADE TREATMENT TYPE 1C						
47	207-09935	SUBGRADE TREATMENT TYPE 1C	SYS	2,400	\$ 17.50	\$ 42,000.00
ALTERNATIVE TOTAL						\$ 42,000.00
PROJECT TOTAL (ITEMS 1-45 + SUBGRADE ALTERNATIVE)						\$ 481,000.00

Base Bid Amount in words for North Street Roadway & Drainage Improvements:

Four Hundred Eighty One Thousand Dollars and No /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Bid Bond Attached - 5%

Dollars

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. N/A is hereby acknowledged

Respectfully submitted,

White Construction LLC

Contractor

(Individual ☐) (Partnership ☐)

or (Corporation ☒)

By

William A. Lang
WILLIAM A. LANG

Title General Manager - Civil

Dated:

Address 3900 East Clinton Ave

December 19

, 20 19

Clinton, IN 47842

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

CITY OF WESTFIELD, INDIANA

Section 3 – Page 6

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

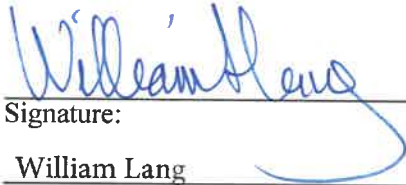
Re: Project – North Street Roadway & Drainage Improvements

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the North Street Roadway & Drainage Improvements, hereinafter referred to as the “Project”;

WHEREAS, White Construction, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.


Signature: _____
William Lang
Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF INDIANA:

COUNTY OF Delaware :

SS:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared William Lang of White Construction, LLC (Construction Company), the general contractor, and acknowledges before me today the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19 day of December, 2019

Signature Jennifer Michelle Grove

Printed Name

My Commission expires 05/13/2020

I am a resident of Delaware County.



CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

COUNTY OF HAMILTON:

SS:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

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

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	North Street Recon
Westfield Project Number:	18-10078
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	White Construction

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 ± 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

ORDINANCE NUMBER 20-01

Davis PUD District Amendment I

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

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

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

WHEREAS, the Council enacted Ordinance No. 17-52, Davis Planned Unit Development Ordinance on November 10, 2003 (the "DAVIS Planned Unit Development");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 2002-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. 2002-PUD-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a positive recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on January 22, 2020;

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

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

Section 1. Applicability of Ordinance.

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

Section 2. Minimum Roof Overhang. Section 7.1(C)(i) of the Davis Planned Unit Development Ordinance is amended to add the following sentence:

“Elements such as porches, bay windows, dormers, shed roofs, and areas with architectural enhanced decorative trim are exempt from this requirement.”

Section 3. Wing Walls. The Development Standards Table shown in Section 6 of the Davis Planned Unit Development Ordinance is amended by adding the following note for Minimum Building Setback Lines, Side Yard:

“3. Accessory wing walls may encroach up to 3 feet into a required setback or easement.”

Section 4. Architectural Character Exhibits. The Architectural Character Exhibits shown in Exhibit C of the Davis Planned Unit Development Ordinance is amended by adding the additional images shown on Exhibit B attached hereto.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frie

Scott Frie

Scott Frie

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

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

I hereby certify that **ORDINANCE 20-01** was delivered to the Mayor of Westfield of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-01**
this _____ day of _____, 2020.

I hereby VETO **ORDINANCE 20-01**
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

EXHIBIT A
(REAL ESTATE)

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



EXHIBIT B
(ARCHITECTURAL CHARACTER EXHIBITS)



EXHIBIT B
(ARCHITECTURAL CHARACTER EXHIBITS)



EXHIBIT B
(ARCHITECTURAL CHARACTER EXHIBITS)



25.00
(38)

2018029085 ORDINANCE \$25.00
06/29/2018 10:26:36A 38 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



ORDINANCE NUMBER 17-52

Davis PUD Ordinance

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 1801-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. 1801-PUD-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a positive recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on May 8, 2018;

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

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

Section 1. Applicability of Ordinance.

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

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

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

- 2.1 **Underlying Zoning District.** The Zoning District of the Unified Development Ordinance that shall govern the development of this District and its various subareas, as set forth in Section 4 of this Ordinance.
- 2.2 **Trail.** Any pedestrian or nature trail internal to the District this is used by pedestrians or pets. A trail shall be paved with asphalt or concrete.
- 2.3 **Average Lot Area.** A numerical value representing the mean area of a group of lots that vary in size. The Average Lot Area shall be calculated using all lots within an Area as illustrated on the District Plan. Compliance with the Average Lot Area requirement shall be determined at the Primary Plat. Secondary Plats shall be in substantial conformance with the lot sizes shown on the Primary Plat.

Section 3. **Concept Plan and Illustrative Plan.** The Concept Plan and Illustrative Plan, attached hereto as Exhibit B, are 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 and Illustrative Plan.

Section 4. **Underlying Zoning District.** The Underlying Zoning District:

- Within Area A shall be the SF3 Single-Family Medium Density District,
- Within Area B shall be the SF3 Single-Family Medium Density District,
- Within Area C shall be the SF2 Single-Family Low Density District,
- Within Area D shall be the SF 2 Single-Family Low Density District, and
- Within Area E shall be AG-SF1-I: Agriculture/Single-Family Westfield District.

Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Underlying Zoning District, as set forth above, shall apply.

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

- 5.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.
- 5.2 Maximum Dwellings. The total number of Dwellings permitted in the District shall not exceed one hundred twenty-five (125). The maximum number of Dwellings permitted by Area is noted in the table below.

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

Standard	Area A Lots	Area B Lots	Area C Lots	Area D Lots	Area E Lots
Minimum Lot Area	7,150 SF	10,500 SF	13,300 SF	14,700 SF ⁽²⁾	43,560 SF
Average Lot Area	8,100 SF	12,400 SF	14,000 SF	20,000 SF	43,560 SF
Minimum Lot Width	55'	75'	95'	105'	200'
Minimum Lot Frontage	30'	40'	50'	50'	100'
Min. Building Setback Lines					
Front Yard	10'	20'	20'	20'	45'
Side Yard	5'	5'	5'	10'	20'
Rear Yard	20'	20'	20'	20'	40'
Maximum Building Height	2 stories	2 stories	2 stories	2 stories	2 stories
Min. Living Area (Total)					
One-Story Dwellings	2,000 SF ⁽¹⁾	2,000 SF	2,400 SF	2,600 SF	3,000 SF
Two-Story Dwellings	2,200 SF	2,400 SF	2,800 SF	3,000 SF	3,500 SF
Maximum Number of Dwellings Permitted	42	36	23	21	3

(1) Up to 11 lots within Area A may contain a One-Story Dwelling with a Total Minimum Living Area of 1,800 SF.

(2) Area D lots abutting the western property line of the Real Estate shall have a Minimum Lot Area of 20,000 SF.

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

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

- A. Streetscape Diversity: The Architectural Character Exhibits, as attached hereto as **Exhibit C**, are hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibits, but to

encourage a diversity in architecture of Dwellings within the District.

- B. **Garage Composition and Orientation:** All Dwellings shall have a minimum two (2) car attached garage. No more than 25 Dwellings within the District may have only front-load garages.
- i. Within Area A, garages shall be rear-load garages accessed by an alley.
 - ii. Within Area B, a minimum of 11 Dwellings shall have side-load or courtyard-load garages. Front-load garages shall be recessed a minimum of two (2) feet behind the front plane of the Dwelling closest to and approximately parallel with the front property line. Covered porches shall be included when determining the front plane of the Dwelling. If a third-car garage is utilized, it shall be recessed a minimum of two (2) feet behind the plane of the other garage doors.
 - iii. Within Area C, Area D, and Area E, all Dwellings shall have a minimum two-car side-load attached garage. Additional garage bays may be front-loaded if the garage door is recessed a minimum of ten (10) feet behind the front plane of the Dwelling closest to and approximately parallel with the front property line. Covered porches shall be included when determining the front plane of the Dwelling.
 - iv. Front-load garage elevations shall include a variety of design elements to vary the appearance of the garage façade. Design elements include the garage door, garage door windows and/or hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows, and gable decorative louver. A minimum of 50% of homes with front load garages shall have decorative garage doors and be painted to match the dominant exterior material or a color to accent the dominant exterior material.
- C. **Additional Architectural Standards:** The following shall apply to all Dwellings unless otherwise noted:
- i. **Minimum Overhang:** The roof overhang or eaves shall be a minimum of eleven (11) inches, as measured prior to the installation of Masonry Materials.
 - ii. **Roof Requirements:**
 - a) **Roof Pitch:** The primary roof of the Dwelling shall have a minimum pitch of 6/12. Side-to-side gables on Front Building Facades shall have a minimum pitch of 10/12. Side-to-side gables on Rear Building Facades shall have a minimum pitch of 8/12. Ancillary roof pitches for shed-roof dormers, porches, bays, walkways, lanais, verandas, etc. may utilize a

lower roof pitch.

- b) Ridgelines: Within Area A and Area B, all Dwellings shall have a minimum of three (3) ridgelines. Within Area C, Area D, and Area E, all Dwellings shall have a minimum of four (4) ridgelines. Ridgelines shall only be considered if they are horizontal ridges which form the peak of a pitched area. Covered and enclosed porches with gables shall count as a ridgeline.
- iii. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited. When located on an exterior wall, chimneys shall be constructed with a brick or stone finish.
- iv. Windows:
 - a) All windows shall have either shutters and/or architectural treatment. For windows in a masonry façade, the treatment shall be of natural or masonry materials and be applied to the sill and header at a minimum (e.g. a brick rowlock or soldier course). For windows in a non-masonry façade, the treatment shall be of natural materials and be applied to the sill, header, and jams. The width of the architectural treatment shall be a minimum of five and one half (5 ½") inches in width.
 - b) Windows shall each be a minimum size of eight (8) square feet. However, smaller-sized windows less than eight (8) square feet in size may be incorporated to satisfy this requirement if the collective size of the smaller windows meets or exceeds the collective total square footage of the windows otherwise required.
 - c) Window grills shall be required on all windows.
 - d) A door shall meet the requirements of one window. A double window (a single window unit a minimum of four (4) feet in width with two windows side-by-side) shall count as two windows.
- v. Basements: Basements shall not be required in Area A and Area B. Basements shall be required on a minimum of 12 Dwellings within Area C. Basements shall be required for all Dwellings in Area, D and Area E.
- vi. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade:
 - a) Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, window and door wraps, and as a transitional material between two different exterior materials.

- b) Architecturally enhanced/decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments, or shutters).
 - c) Roof design featuring a hip roof; dormers; a reverse gable; a shed roof accent; or two (2) or more roof planes.
 - d) All one-story Dwellings shall have a minimum of two (2) windows on the Front Façade and all two-story Dwellings shall have a minimum of five (5) windows on the Front Façade.
- vii. Side Building Façade Requirements: Side Building Façades shall contain the following architectural elements on the Side Building Façade.
- a) A one-story Dwelling shall have a minimum of two (2) windows.
 - b) A two-story Dwelling shall have a minimum of three (3) windows.
 - c) Brick, stone, or cedar shake on the Front Building Façade at the corner shall wrap the corner and extend on the Side Building Façade a minimum of four (4) feet beyond the corner.
 - d) If masonry materials are used on the Front Building Façade, masonry materials a minimum of 36 inches in height the entire length of the Side Building Façade shall be required. To allow greater architectural diversity, as an alternative to this requirement up to 50 Dwellings within the District may have masonry materials a minimum of 18 inches in height.
 - e) Architectural detailing on the Side Building Façade shall be similar in character to the Front Building Elevation. Architectural detailing includes, but is not limited to, gable treatments, gable brackets, window mullions, trim details (such as a trim band between the first and second-floor levels), and dormers consistent with their application on the Front Building Elevation.
- viii. Rear Building Façade Requirements: Rear Building Façades shall contain the following architectural elements on the Rear Building Façade. Alley-load homes shall be exempt from these requirements.
- a) Each Dwelling shall have a minimum of three (3) windows on the Rear Building Façade.

- b) Each Rear Building Façade shall have an architectural plane breaks of at least two (2) feet of relief at two (2) or more points. Cantilevered offsets shall meet the requirements for an architectural plane break if they provide at least 18 inches of relief.
 - c) If masonry materials are used on the Side Building Façade, masonry materials a minimum of thirty-six (36) inches in height the entire length of the Rear Building Façade shall be required. To allow greater architectural diversity, as an alternative to this requirement up to 50 Dwellings within the District may have masonry materials a minimum of 18 inches in height.
 - d) Architectural detailing on the Rear Building Façade shall be similar in character to the Front Building Elevation. Architectural detailing includes, but is not limited to, gable treatments, gable brackets, window mullions, trim details (such as a trim band between the first and second floor levels), and dormers consistent with their application on the Front Building Elevation.
 - e) If masonry materials are used on the Rear Building Façade, masonry materials shall be used on the exposed basement walls of Dwellings with look-out basements and walk-out basements. A look-out basement is defined as a basement where the finish grade of the lot meets the Dwelling below the bottom elevation of a basement window. Basement windows utilizing window wells do not qualify as look-out basements.
- ix. **Corner Breaks:** Within Area A and Area B, all Dwellings shall have a minimum of three (3) corner breaks on the Front Building Facade and the Rear Building Facade. Within Area C, Area D, and Area E, all Dwellings shall have a minimum of four (4) corner breaks on the Front Building Facade and the Rear Building Facade. The exterior corners of a covered porch, the outermost corners of the Dwelling, and a projection with a height of no less than six (6) feet shall count toward this requirement.
- x. **Driveways:** All driveways shall be concrete.
- 7.2 **Article 6.8 Landscaping Standards:** Shall apply, except as otherwise modified or enhanced below.
- A. **Restricted Open Space Buffer:** Along the western property line of the Real Estate where indicated on **Exhibit E** a Restricted Open Space Buffer (ROSB) shall be provided.
- i. The ROSB shall be a minimum of 60 feet wide and planted as detailed in Section 7.2(D) Buffer Yard Requirements, below.

- ii. The ROSB may be located within private Lots.
 - iii. No outside storage nor structures shall be permitted within the 45-foot wide reforestation planting area within the ROSB.
 - iv. Outside of the reforestation planting area no structures taller than 18 inches shall be permitted within the ROSB, except for fences which may be permitted to a maximum height of six (6) feet.
 - v. Lot owners may add additional landscaping within the ROSB.
- B. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below.
- i. All lots shall be landscaped with a minimum of two (2) shade trees, one (1) ornamental or evergreen tree, and ten (10) shrubs.
 - ii. At a minimum, the Lot's Established Front Yard shall be sodded and the remainder of the Lot shall be seeded.
- C. External Street Frontage Landscaping Requirements: Article 6.8(M) shall apply except that no mound shall be required along 161st Street where the elevation difference between the centerline of 161st Street and the finish grade 90 feet south of the centerline of 161st Street is ten (10) feet or greater.
- D. Buffer Yard Requirements: Article 6.8(N) Buffer Yard Requirements shall apply except as modified and enhanced below.
- i. Along the western property line of the Real Estate landscape buffers shall be provided where indicated on **Exhibit F**. The portion of the buffer depicted as Buffer A shall be a minimum of 40 feet wide and planted at a minimum rate of eight (8) shade trees and eight (8) evergreen trees per 100 linear feet. The plantings may be distributed throughout the buffer. The portion of the buffer depicted as Buffer B shall be a reforestation area a minimum of 45 feet wide and planted with a variety of native deciduous trees as follows:
 - a) Trees Sizes at Installation: At the time of installation, 25% of the trees shall be a minimum of 1½" in caliper, 50% of the trees shall be whips a minimum of five (5) feet tall, and 25% of the trees shall be three (3) gallon container stock, or equal.
 - b) Tree Spacing: Trees shall be spaced an average of nine (9) feet on center with an average of nine (9) feet between rows. Tree locations may be adjusted slightly to soften the triangular spaced grid to create a more naturalistic appearing tree spacing.

- c) Trees shall be installed with tree protectors.
- d) Signs denoting "Reforestation Easement" shall be installed at approximately 200-foot intervals.
- ii. No berm nor mounding shall be required within the perimeter buffer yard.
- iii. The perimeter buffer yard may be located within private Lots.
- iv. Lot owners may add additional landscaping within the perimeter buffer yard. However, in no instance shall the amount of landscaping be reduced below the planting required by this ordinance. Approval of any modifications within the perimeter buffer yard shall be approved by the Homeowners Association prior to installation.

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, except utility poles shall be permitted within the dedicated rights-of-way as long as they are (i) located outside of the Obstruction Free Zone defined within the City of Westfield Construction Standards and Specifications, and (ii) located as to not interfere with any proposed sidewalk or trail.

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

9.1 **Article 8.6 Open Space and Amenity Standards:** Shall apply, except as modified below:

- A. Common Areas shall not be subject to the Minimum Lot Frontage provisions of the Underlying Zoning District; however, Article 8.6(C) shall apply.
- B. **Passive Amenities:** Open Space including trails shall be provided for passive recreation opportunities, as generally depicted on the Amenities Plan in **Exhibit D.** Trails shall be installed in substantial compliance with the location depicted on the Amenities Plan. The final locations are subject to existing easements and final engineering design. If trails are prevented from being installed as generally shown, then the Director may approve alternative trail locations that still provide access and connectivity to the open space.
- C. **Amenity Elements:** Community gathering point amenities, including but not limited to a picnic area, playground, fire pit, and trellises with swings, are generally depicted on **Exhibit D.** The Amenity Elements shall be provided within the area depicted on the Amenities Plan. Alternative locations within the Open Space area may be approved by the Director.

- D. Minimum Open Space Requirement: A minimum of 27% of the gross acreage of the site shall be protected as Open Space.

9.2 Article 8.9 Street and Right-of-Way Standards: Shall apply, except as modified below:

- A. Article 8.9(F)(3) Connectivity Standards: Shall apply, except that the street stub shown connecting the property to the west is not required to be constructed until such time as the connecting property develops.
- B. Article 8.9(G)(3)(a) Maximum Cul-de-sac Length Standards: Shall apply, except the maximum length permitted shall be 700 feet.
- C. Article 8.9(G)(6) Access Point Standards: Shall apply, except more than one (1) point of vehicular access shall be permitted from the development onto 161st Street. Within Area E indicated on **Exhibit B**, each Lot shall be permitted to have one (1) direct access point by driveway to 161st Street. If there is a Corner Lot within Area E that abuts an Internal Street, vehicular access for said Corner Lot shall be derived from the Internal Street.

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

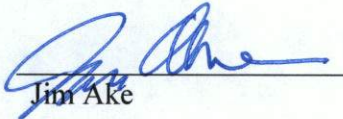
ALL OF WHICH IS ORDAINED/RESOLVED THIS 11 DAY OF June, 2018.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain


Jim Ake

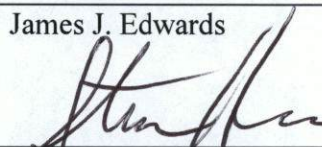
Jim Ake

Jim Ake

James J. Edwards

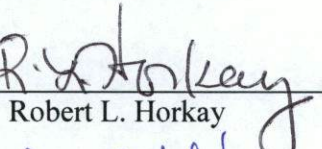
James J. Edwards

James J. Edwards


Steven Hoover

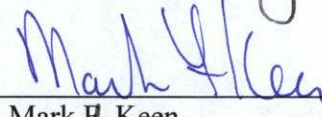
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Steven Hoover


Robert L. Horkay

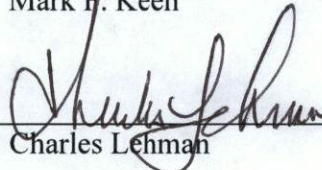
Robert L. Horkay

Robert L. Horkay


Mark F. Keen

Mark F. Keen

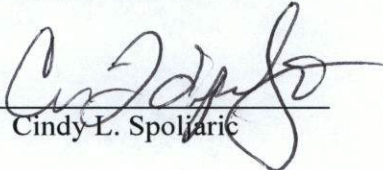
Mark F. Keen


Charles Lehman

Charles Lehman

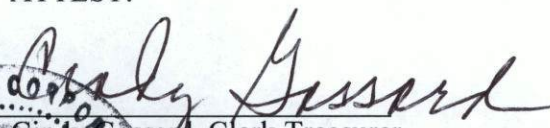
Charles Lehman

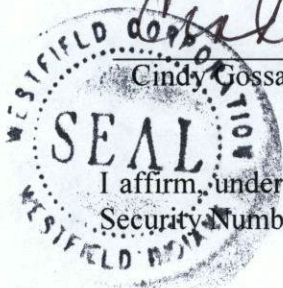
Cindy L. Spoljaric


Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

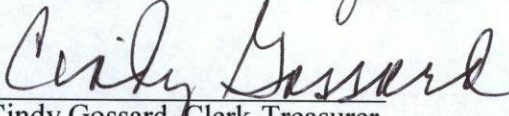

Cindy Gossard, Clerk Treasurer



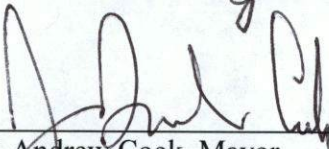
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Bryan D. Stumpf

I hereby certify that **ORDINANCE 17-52** was delivered to the Mayor of Westfield

on the 11th day of June, 2018, at 8:20p m.


Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 17-52**
this 11 day of June, 2018.


J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 17-52**
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

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

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan and Illustrative Plan
Exhibit C	Architectural Character Exhibits
Exhibit D	Amenities Plan and Character Exhibits
Exhibit E	Restricted Open Space Buffer
Exhibit F	Landscape Buffer Yard Planting

EXHIBIT A
REAL ESTATE

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



EXHIBIT B
CONCEPT PLAN

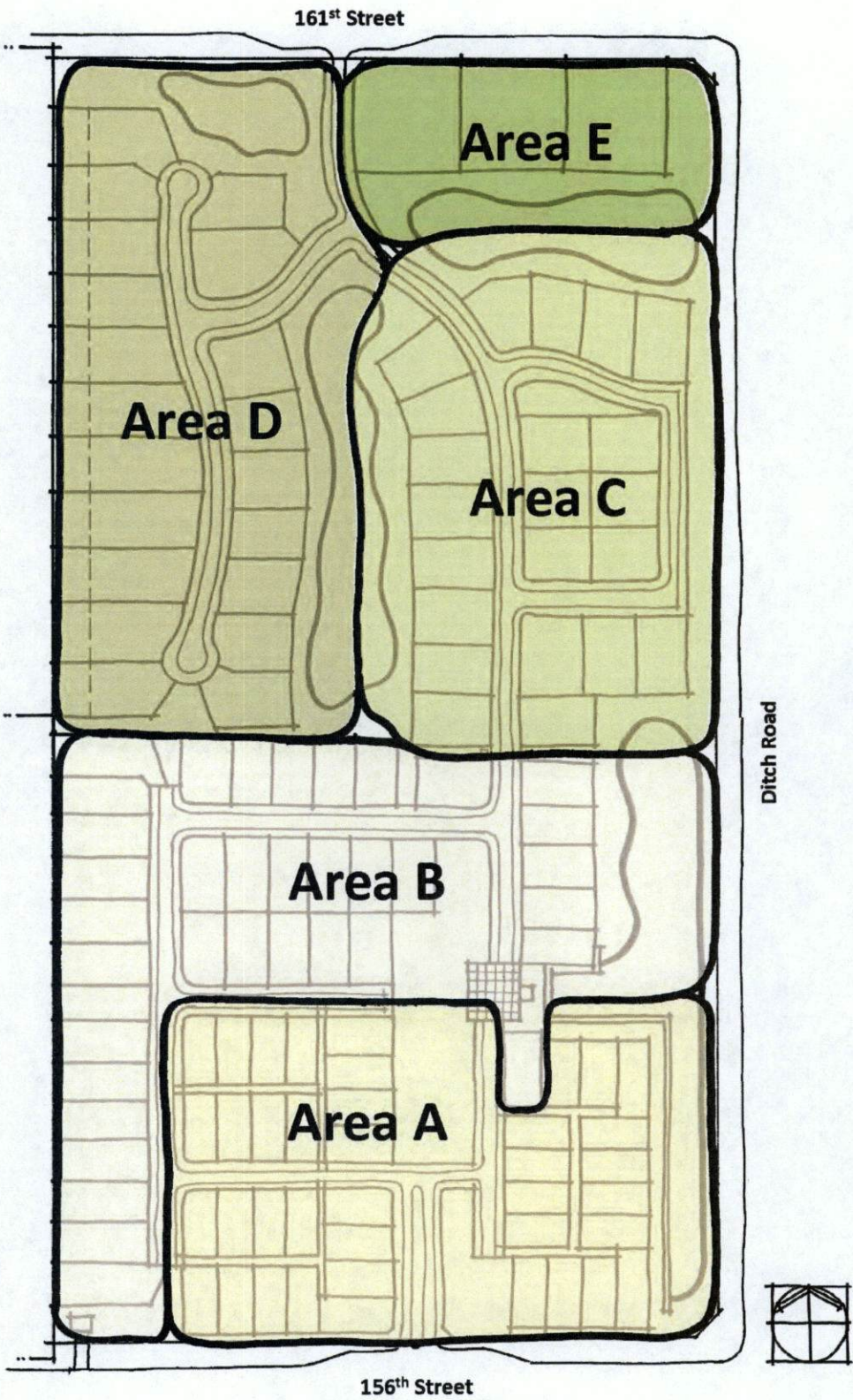


EXHIBIT B
ILLUSTRATIVE PLAN

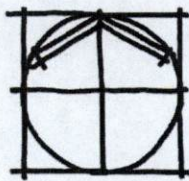


EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA A



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA A



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA A



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA A



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA B



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA B



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA B



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – AREA C, AREA D, AND AREA E



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – SIDE ELEVATION DETAIL



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – ENHANCED REAR ELEVATIONS



EXHIBIT C
ARCHITECTURAL CHARACTER EXHIBITS – ENHANCED REAR ELEVATIONS



EXHIBIT D
AMENITIES PLAN AND CHARACTER EXHIBITS

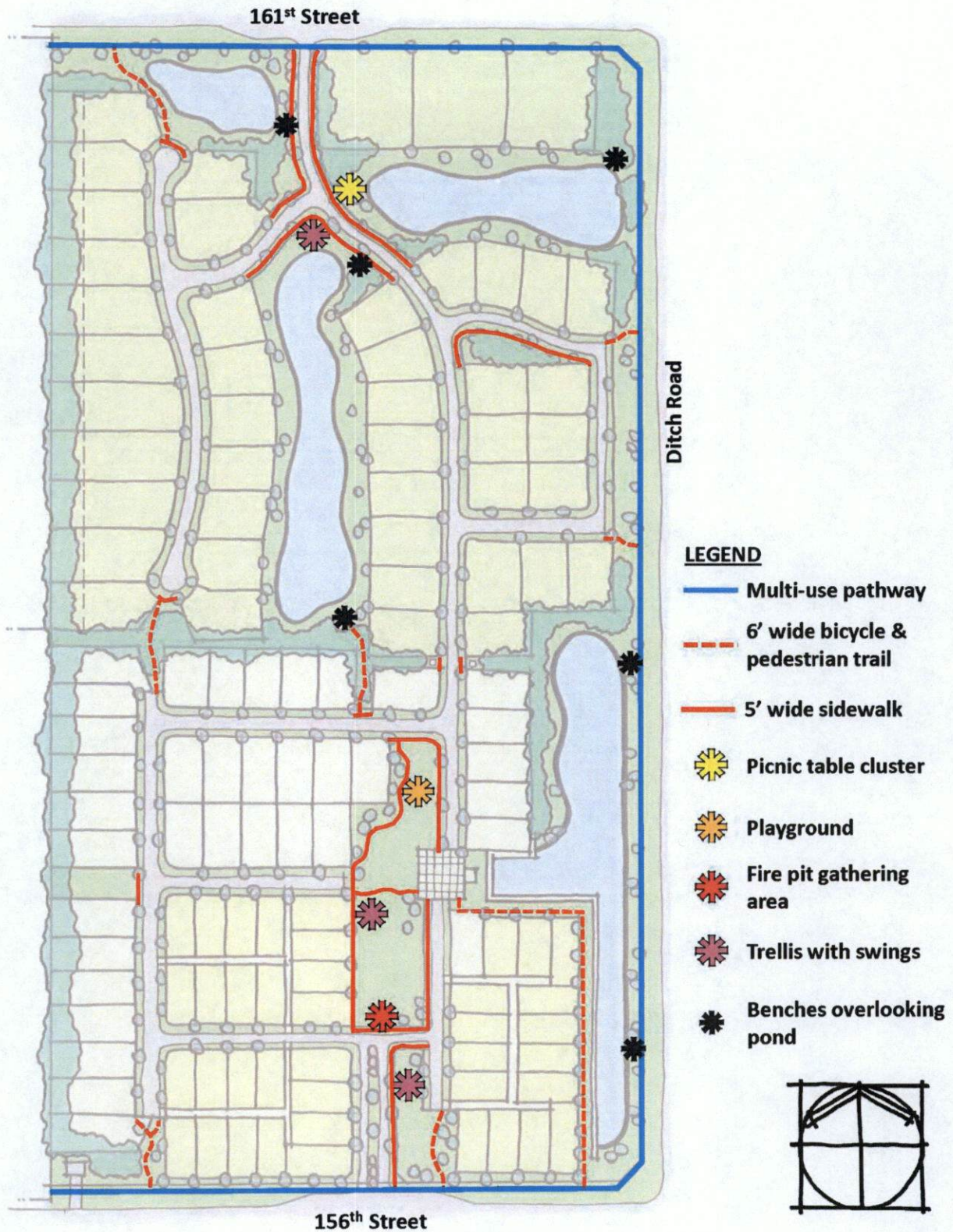


EXHIBIT D
AMENITIES PLAN AND CHARACTER EXHIBITS



EXHIBIT D
AMENITIES PLAN AND CHARACTER EXHIBITS



EXHIBIT E
RESTRICTED OPEN SPACE BUFFER



The red shaded area along western property line indicates the location of the Restricted Open Space Buffer.

EXHIBIT F
LANDSCAPE BUFFER YARD MAP

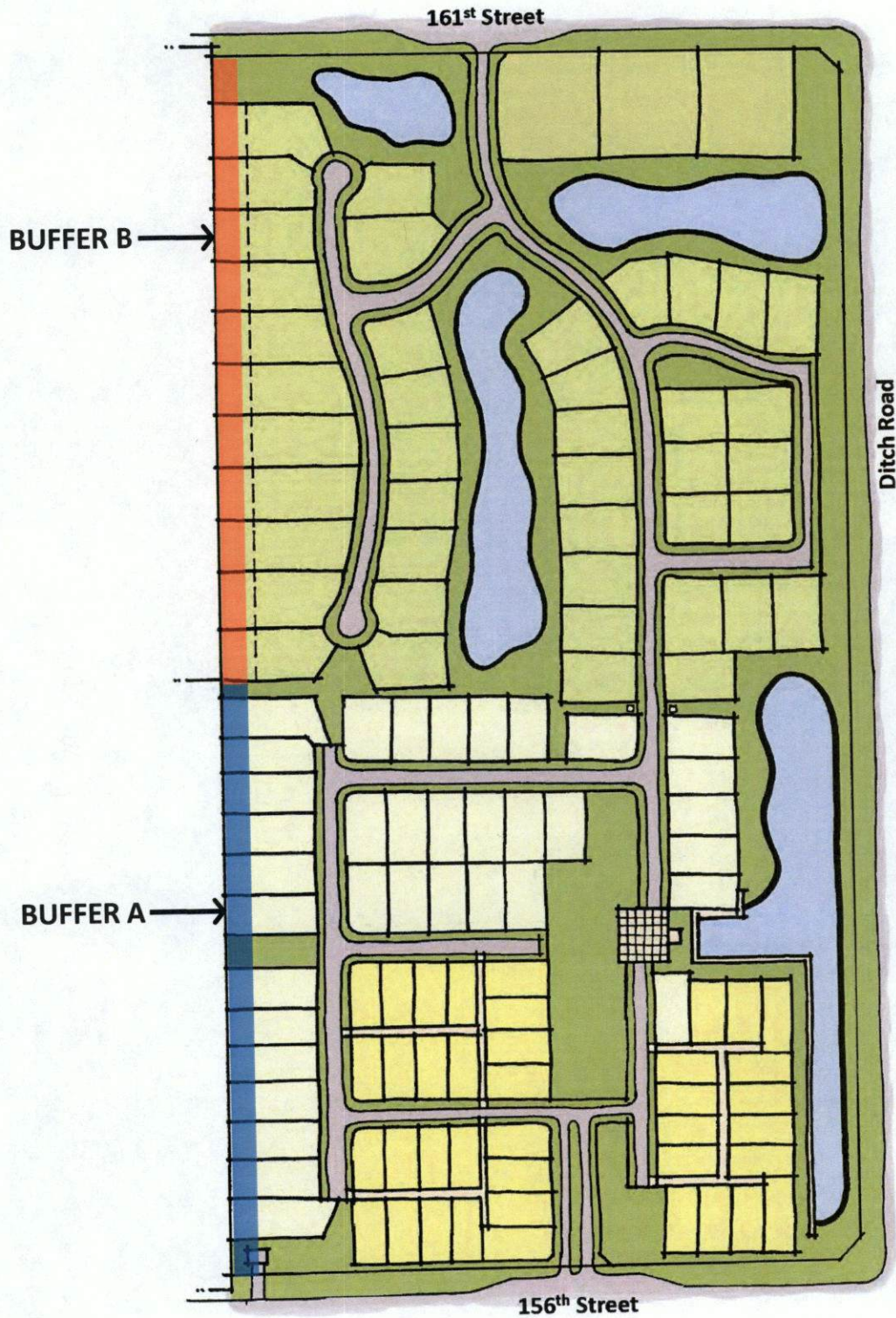
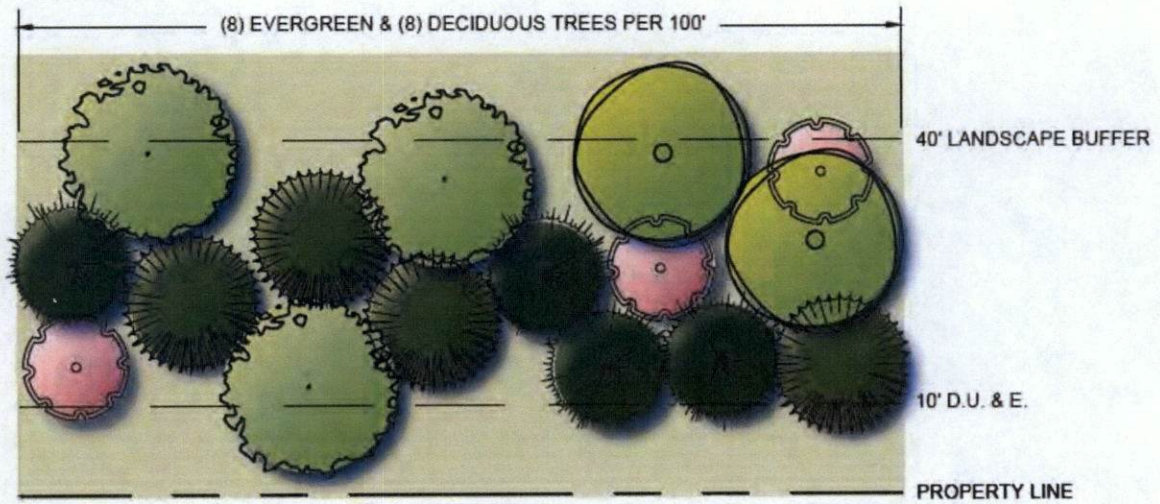
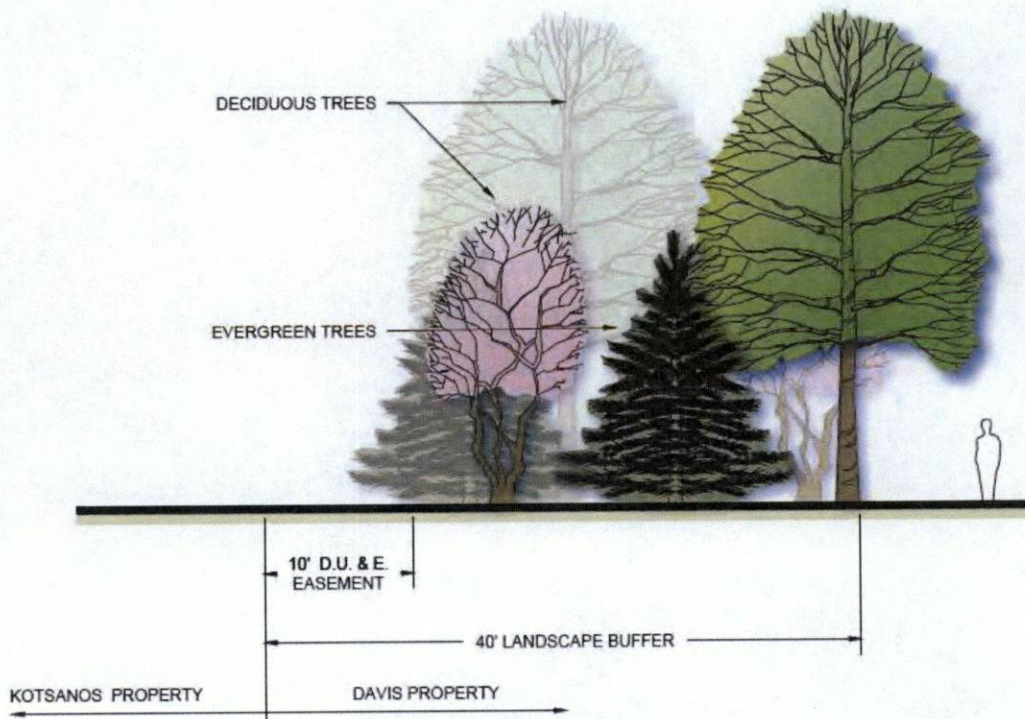


EXHIBIT F
LANDSCAPE BUFFER YARD PLANTING – BUFFER A

DAVIS PROPERTY



KOTSANOS PROPERTY

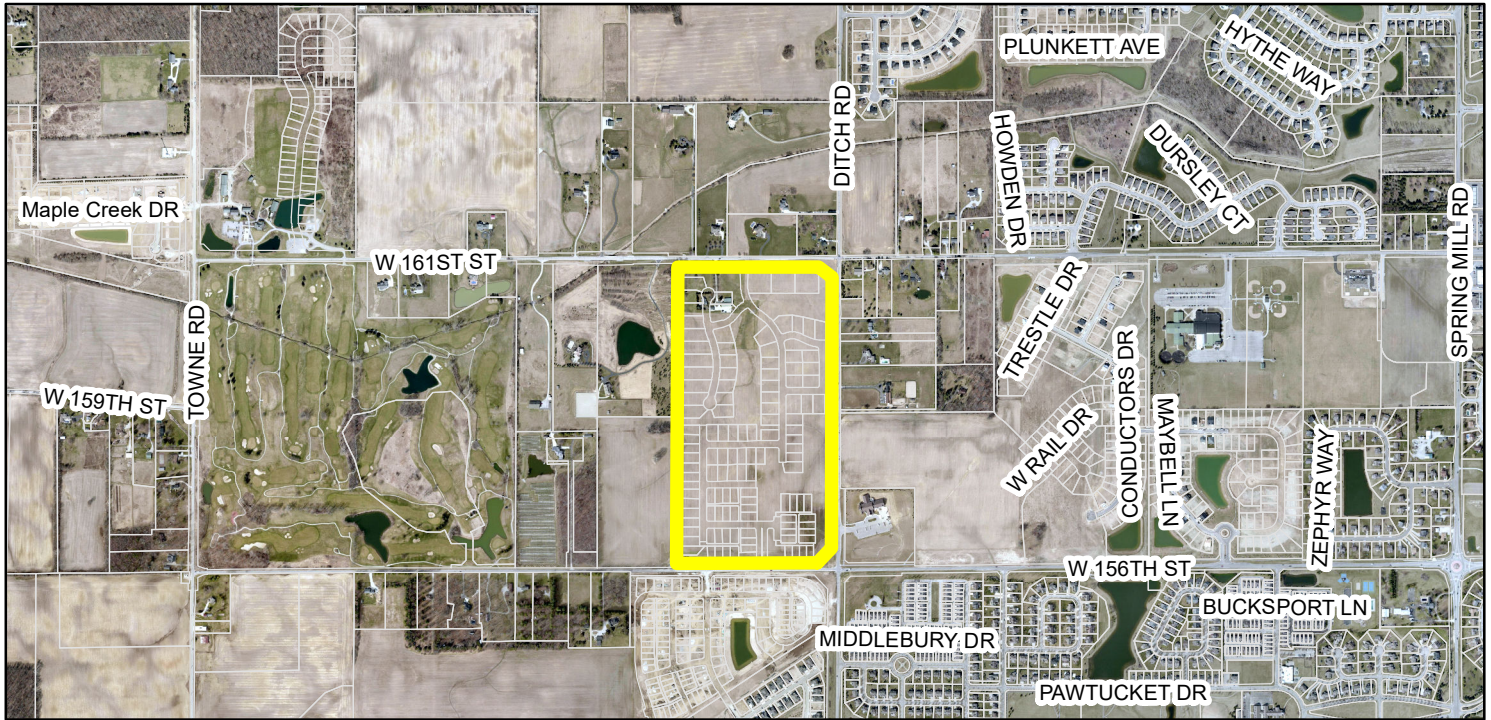




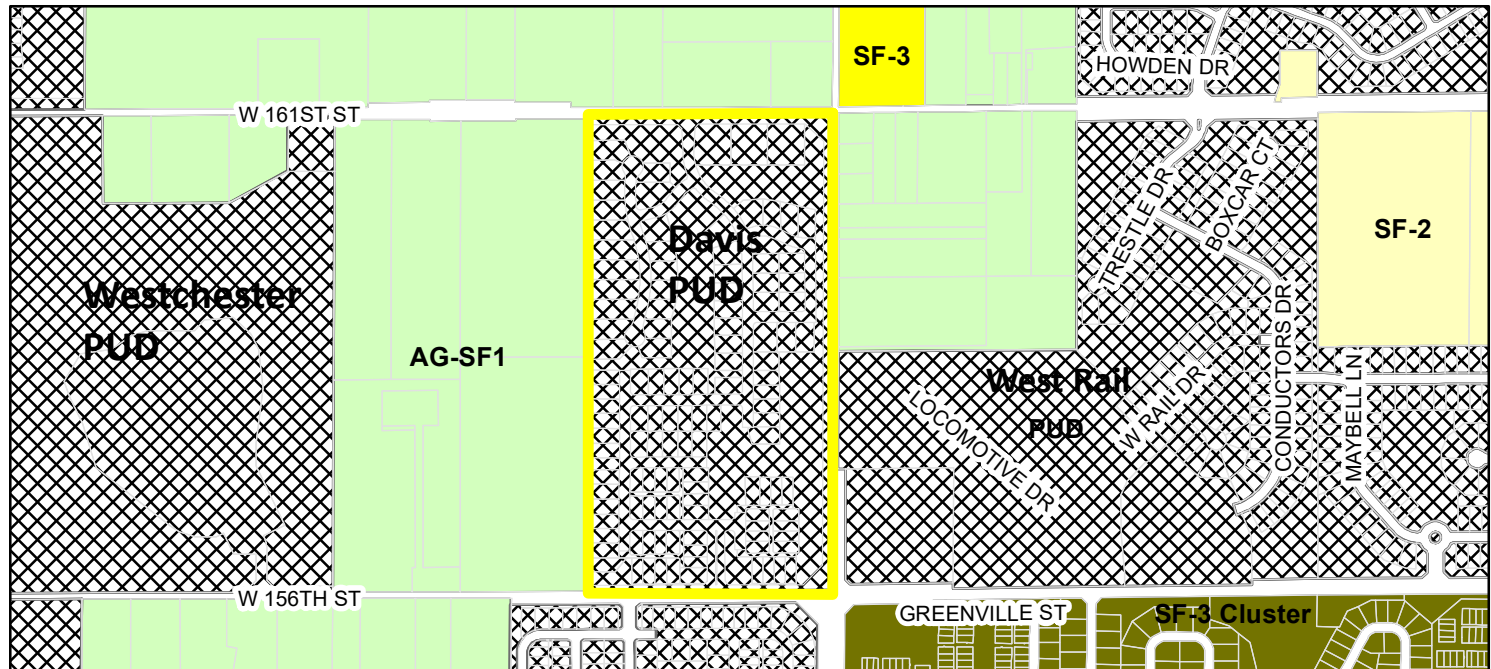
Property Location Map
Davis PUD Amendment I
Ordinance 20-01
2002-PUD-01



Aerial Location Map



Zoning Map



- | | |
|--|--------------------------------|
| Parcel | PUD (Planned Unit Development) |
| Zoning - All | SF-2 (Single Family - 2) |
| Zoning | SF-3 (Single Family - 3) |
| AG-SF1 (Agriculture - Single Family - 1) | SF-3 Cluster |

Public Comments: Davis PUD Amendment I

1. Linda Naas

2. Robert Smith

From: Linda Naas <linaas@logickey.com>

Sent: Tuesday, January 21, 2020 1:13 PM

To: APC

Subject: 2002-PUD -01

Amendment: Per Chapter 5.6 of the UDO PURPOSE OF PUD

An amendment to a PUD rarely has improved or added quality to design or architecture or underlying zoning standards. The IC definition of PUD is that it doesn't lessen the same. This amendment as proposed does not enhance but instead lessens setbacks required and architectural & design standards & therefore should not be approved. It does not offer any substantial reason(s) to lessen and does not meet other items under 5.6.C or D - see below.

My neighbors and I have always believed that Developer savings or future financial gain is not a reason to approve PUDs or amendments. See below.

From: Robert Smith <rsmith@smithwade.com>
Sent: Tuesday, January 21, 2020 1:33 PM
To: Linda Naas; APC
Cc: Robert Smith
Subject: RE: 2002-PUD -01

The APC fought hard to bring this proposal to the approved level. This proposal to lower some standards back to their original level of quality, or closer to it, should be summarily declined. Bob Smith

Peace and greetings to all...bob

From: Linda Naas [<mailto:lnaas@logickey.com>]
Sent: Tuesday, January 21, 2020 1:13 PM
To: APC
Subject: 2002-PUD -01

Amendment: Per Chapter 5.6 of the UDO PURPOSE OF PUD

An amendment to a PUD rarely has improved or added quality to design or architecture or underlying zoning standards. The IC definition of PUD is that it doesn't lessen the same. This amendment as proposed does not enhance but instead lessens setbacks required and architectural & design standards & therefore should not be approved. It does not offer any substantial reason(s) to lessen and does not meet other items under 5.6.C or D - see below.

My neighbors and I have always believed that Developer savings or future financial gain is not a reason to approve PUDs or amendments. See below.



Westfield City Council Report

Ordinance Number:	20-01
APC Petition Number:	2002-PUD-01
Petitioner:	Estridge Homes (the “Petitioner”)
Representative:	11 th Street Development
Requested Action:	An amendment to the architectural standards and character exhibits of the Davis Planned Unit Development (PUD) District.
Current Zoning:	Davis PUD District (Ord. 17-52)
Current Land Use:	Residential
Acreage:	80 acres +/- (the “Property”)
Exhibits:	1. Department Report & APC Certification 2. Location Map 3. Proposed Ordinance 20-01 (Davis PUD Amendment I) 4. Ordinance 17-52 (Davis PUD) 5. Public Comments
Staff Reviewer:	Corey Harris, Associate Planner

PETITION HISTORY

This petition was introduced at the [January 13, 2020, City Council meeting](#). The petition received a public hearing the [January 21, 2020, Advisory Plan Commission](#) (the “Plan Commission”) meeting. The Plan Commission forwarded a unanimous favorable recommendation (9-0) to the City Council at its [February 10, 2020, meeting](#).

PROJECT OVERVIEW

Property Location: The subject Property will apply to the 80 acres +/- that is planned for the west side of Ditch Road between 156th Street and 161st Street (see **Exhibit 3**). The Property is currently zoned the Davis PUD District and has been previously used for residential purposes. The properties to the north, south, and west are residential in use, and properties to the east are residential and institutional.

Property History: The original Davis PUD District (Ord. 17-52,) was adopted on June 11, 2018. The PUD encompasses approximately 80 acres +/- . A Primary Plat (1807-SPP-13) and Overall Development Plan (1807-ODP-13) were approved on August 20, 2018. The Secondary Plat for Section 1 was approved August 19, 2019.

AMENDEMENT REQUEST

The Petitioner requests this amendment, to be known as the Davis PUD Amendment I (the “Proposed Amendment”), to make changes to the Architectural Standards and add Architectural Character Exhibits.

Minimum Roof Overhang: The Proposed Amendment adds an exemption to the eleven (11) inch Minimum Roof Overhang for porches, bay windows, dormers, shed roofs, and areas with architectural enhanced decorative trim.

Wing Walls: The Proposed Amendment allows for accessory wing walls to encroach up to three (3) feet into the required setback and easement.

Architectural Character Exhibits: The Proposed Amendment adds additional Character Exhibits.

CHANGES SINCE THE PUBLIC HEARING

No changes have been made to the text of the Proposed Ordinance since the January 21, 2020, public hearing.

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, below is a general summary of the goals and objectives of the Comprehensive Plan for this Property:

The development policies for “New Suburban” include: (i) ensure development occurs in a way that is contiguous with existing development; (ii) design developments such that back yards are not adjacent to collector or arterial streets unless uniform attractive screening is provided; (iii) prevent monotony of design and color that applies to the collective impact of an entire development; (iv) encourage compatible and high quality “life span” housing; (v) emphasize connectivity between subdivisions, and avoid creating isolated islands of development; (vi) permit new development only where the transportation network is sufficient to the added traffic volume, based on traffic studies developers should make appropriate improvements to mitigate traffic impacts resulting from the new development; (vii) encourage quality and useable open space; (viii)

encourage development of bicycle and pedestrian facilities in new development to improve connectivity; (ix) land that is characterized by steep slopes or other natural limitations should be left natural or developed at rural, rather than suburban densities; (x) locate roadways and house lots to respect natural features and to maximize exposure of lots to open space, and (xi) encourage attractive streetscapes that minimize front-loading garages, provide garage setbacks from front facades of houses, minimize design and material repetition a, and avoid house orientations where the back sides face the public right of way.

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) Collector Road: 156th Street, (ii) Secondary Arterial: Ditch Road, (iii) Primary Arterial: 161st Street, and (iv) Alternative Transportation Plan: perimeter pathways along perimeter streets and sidewalks along internal streets.

PROCEDURAL

Public Hearing: Amendments to a Planned Unit Development (PUD) Districts are required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the January 21, 2020, 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 13, 2020, City Council meeting

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its January 21, 2020, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed).

City Council

Introduction:	January 13, 2020
Eligible for Adoption:	February 10, 2020
Submitted by:	Corey Harris, Associate Planner Community Development Department

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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Tuesday, January 21, 2020, 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.	2002-PUD-01
Ordinance No.	20-01
Petitioner	11 th Street Development
Description	An amendment to the Davis Planned Unit Development (PUD) District modifying the architectural standards and to add standards for accessory wing walls for residential Dwellings.

On January 21, 2020, the Plan commission forwarded an unfavorable 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.



Kevin M. Todd, Secretary

January 22, 2020

Date

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

February 10, 2020

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 40 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 10 day of February, 2020

_____	_____	_____
_____	_____	_____
_____	_____	_____

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: 01/07/20..02/04/20

2/4/2020 2:46 PM

Page 1 of 40

WESTFIELD\KGAGNON

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Administration								
VEN005845	Kinetrex Energy	APP068126	1/7/2020	101001328	ADM-HEAT/GAS	Gas	209.52	68071	1/13/2020
VEN001537	Payroll	APP068169	1/7/2020	101001111	ADM-SALARY	sal	7,330.51	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101001120	ADM-FICA /MEDICARE	fica	418.37	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101001120	ADM-FICA /MEDICARE	med	97.87	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101001121	ADM-PERF	perf	1,040.99	500000514	1/7/2020
VEN001537	Payroll	APP068171	1/7/2020	101001111	ADM-SALARY	sal	1,864.14	500000515	1/7/2020
VEN001537	Payroll	APP068171	1/7/2020	101001120	ADM-FICA /MEDICARE	fica	115.57	500000515	1/7/2020
VEN001537	Payroll	APP068171	1/7/2020	101001120	ADM-FICA /MEDICARE	med	27.03	500000515	1/7/2020
VEN000849	Hamilton County Treasurer	APP068219	1/7/2020	101001349	ADM-SERVICES	2020 Youth Assistance Progr	105,000.00	68056	1/13/2020
VEN000695	Financial Solutions Group	APP068220	1/7/2020	101001331	ADM-CONSULTING	1782 Notice	1,775.00	68046	1/13/2020
VEN001992	Traynor and Associates	APP068222	1/7/2020	101001349	ADM-SERVICES	Park St and Mill St	5,000.00	68112	1/13/2020
VEN001953	Thomson West	APP068223	1/7/2020	101001330	ADM-ATTORNEY/CONSULT	West Information	173.83	68111	1/13/2020
VEN005661	Barnes and Thornburg LLP	APP068229	1/7/2020	101001331	ADM-CONSULTING	December retainer	5,000.00	68023	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101001119	ADM-HEALTH/DENTAL	Dental Ins	97.78	68013	1/9/2020
VEN002336	Citizens Westfield	APP068320	1/10/2020	101001342	ADM-WATER/SEWER	City Hall water	212.60	68034	1/13/2020
VEN002336	Citizens Westfield	APP068321	1/10/2020	101001328	ADM-HEAT/GAS	DWA gas	266.15	68034	1/13/2020
VEN002336	Citizens Westfield	APP068321	1/10/2020	101001328	ADM-HEAT/GAS	Old Clinic House gas	84.99	68034	1/13/2020
VEN002336	Citizens Westfield	APP068321	1/10/2020	101001342	ADM-WATER/SEWER	DWA water	70.63	68034	1/13/2020
VEN002336	Citizens Westfield	APP068321	1/10/2020	101001342	ADM-WATER/SEWER	Old Clinic House water	71.80	68034	1/13/2020
VEN002336	Citizens Westfield	APP068370	1/14/2020	101001328	ADM-HEAT/GAS	Gas	344.43	68124	1/14/2020
VEN005845	Kinetrex Energy	APP068408	1/15/2020	101001328	ADM-HEAT/GAS	Gas	241.86	68126	1/15/2020
VEN007062	McGriff Insurance	APP068413	1/16/2020	101001339	ADM-INSURANCE	Excess Liabl and Cyber Cover	3,817.61	68129	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068419	1/16/2020	101001339	ADM-INSURANCE	Deposit and 2nd inst Jan rene	14,982.22	68130	1/16/2020
VEN000513	DavisVision	APP068467	1/21/2020	101001119	ADM-HEALTH/DENTAL	Vision Ins	25.74	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101001119	ADM-HEALTH/DENTAL	Medical Transfer	2,143.49	500000521	1/22/2020
VEN000589	Duke Energy	APP068498	1/22/2020	101001341	ADM-ELECTRICITY	Electric	513.52	68134	1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101001119	ADM-HEALTH/DENTAL	Dec Clinic hrs	139.56	68135	1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101001111	ADM-SALARY	sal	9,194.65	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101001120	ADM-FICA /MEDICARE	FICA	548.39	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101001120	ADM-FICA /MEDICARE	MED	129.50	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101001121	ADM-PERF	PERF	1,040.99	500000522	1/21/2020
VEN003729	Metronet	APP068542	1/22/2020	101001343	ADM-BUILDING	City Hall alarm	59.75	68137	1/22/2020

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Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Administration										
		VEN000917	Humane Society for Hamilton	APP068704	1/15/2020	101001349	ADM-SERVICES	Strays	5,460.00	500000523	1/29/2020
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101001119	ADM-HEALTH/DENTAL	Life Ins	6.50	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	101001119	ADM-HEALTH/DENTAL	Dental Ins	97.78	68144	1/31/2020
		VEN008075	Anthem Bank	APP068884	2/3/2020	101001119	ADM-HEALTH/DENTAL	Med trf corp	2,143.49		
		VEN006494	Pure Water Partners	APP068890	2/3/2020	101001224	ADM-OPERATING SUPPLIES	Water for conference rooms	90.00		
		VEN001953	Thomson West	APP068892	2/3/2020	101001330	ADM-ATTORNEY/CONSULT	West Information Charges	173.83		
		VEN002097	Westfield Chamber Of Commerce	APP068893	2/3/2020	101001350	ADM-SUB/DUES/MEMBERS	2020 Membership	450.00		
		VEN006494	Pure Water Partners	APP068894	2/3/2020	101001224	ADM-OPERATING SUPPLIES	Water	67.50		
		VEN002097	Westfield Chamber Of Commerce	APP068896	2/3/2020	101001347	ADM-PROMOTIONS	State of the City luncheon	40.00		
		VEN001469	O W Krohn and Associates	APP068897	2/3/2020	101001331	ADM-CONSULTING	November services	1,926.25		
		VEN005574	Bose McKinney and Evans LLP	APP068901	2/3/2020	101001331	ADM-CONSULTING	Strategic Communications se	3,500.00		
		VEN005661	Barnes and Thornburg LLP	APP068902	2/3/2020	101001331	ADM-CONSULTING	Jan services	5,000.00		
		VEN000678	Faegre Baker Daniels	APP068903	2/3/2020	101001330	ADM-ATTORNEY/CONSULT	Jan services	1,225.50		
		VEN006328	First Person	APP068906	2/3/2020	101001119	ADM-HEALTH/DENTAL	Annual fee 2020 Health Snap	78.00		
		VEN001537	Payroll	APP068937	2/4/2020	101001111	ADM-SALARY	sal	9,194.64	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101001120	ADM-FICA /MEDICARE	fica	548.39	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101001120	ADM-FICA /MEDICARE	med	128.24	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101001121	ADM-PERF	perf	1,040.99	500000526	2/4/2020
		VEN000589	Duke Energy	APP068990	2/4/2020	101001341	ADM-ELECTRICITY	Admin	318.40		
	Subtotal for Administration								193,528.00		
	Police										
		VEN000747	Galls	APP068120	1/7/2020	101002345	POLICE-EQUIP REPAIR	Spotlight Replacement Handl	124.00	68050	1/13/2020
		VEN000478	Crown Trophy	APP068121	1/7/2020	101002347	POLICE-PROMOTIONS	Meritorious Award Plaque	35.00	68036	1/13/2020
		VEN000478	Crown Trophy	APP068121	1/7/2020	101002347	POLICE-PROMOTIONS	Plaque for Griffin	105.00	68036	1/13/2020
		VEN001464	Northside Garage Door System	APP068122	1/7/2020	101002343	POLICE-BUILDING MAINTEN	Replace cable, oil door	218.00	68089	1/13/2020
		VEN000314	C.A.R. Clinic	APP068123	1/7/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	2,410.29	68029	1/13/2020
		VEN005845	Kinetrex Energy	APP068126	1/7/2020	101002328	POLICE-HEAT/GAS	Gas	436.57	68071	1/13/2020
		VEN001537	Payroll	APP068169	1/7/2020	101002111	POLICE-SALARY	sal	163,308.84	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101002120	POLICE-FICA/MEDICARE	fica	9,658.64	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101002120	POLICE-FICA/MEDICARE	med	2,258.91	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101002121	POLICE-PERF	perf	25,942.42	500000514	1/7/2020
		VEN002336	Citizens Westfield	APP068183	1/7/2020	101002342	POLICE-WATER/SEWER	pd side water/sewage	208.34	68034	1/13/2020

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Fund No.	Fund Name								
101	General								
	Police								
VEN005581	Newton Oil Company	APP068214	1/7/2020	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	9,555.92	68088	1/13/2020
VEN000301	Buckeye Power Sales Co	APP068228	1/7/2020	101002343	POLICE-BUILDING MAINTEN	Service on generator	95.00	68028	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101002119	POLICE-HEALTH/DENTAL	Dental Ins	2,859.98	68013	1/9/2020
VEN008022	Travelers	APP068346	1/10/2020	101002339	POLICE-INSURANCE	Claim Deductible	2,031.20	68014	1/10/2020
VEN002336	Citizens Westfield	APP068370	1/14/2020	101002328	POLICE-HEAT/GAS	Gas	496.47	68124	1/14/2020
VEN000644	Enviro-max Inc	APP068388	1/15/2020	101002343	POLICE-BUILDING MAINTEN	PM on HVAC	1,075.50		
VEN005845	Kinetrex Energy	APP068408	1/15/2020	101002328	POLICE-HEAT/GAS	Gas	559.73	68126	1/15/2020
VEN007062	McGriff Insurance	APP068413	1/16/2020	101002339	POLICE-INSURANCE	Excess Liabl and Cyber Cover	6,237.46	68129	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068419	1/16/2020	101002339	POLICE-INSURANCE	Deposit and 2nd inst Jan rene	24,478.94	68130	1/16/2020
VEN003729	Metronet.	APP068435	1/17/2020	101002335	POLICE-TELEPHONE	PSB	58.63	68131	1/17/2020
VEN000513	DavisVision	APP068467	1/21/2020	101002119	POLICE-HEALTH/DENTAL	Vision Ins	628.47	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101002119	POLICE-HEALTH/DENTAL	Medical Transfer	54,562.79	500000521	1/22/2020
VEN000589	Duke Energy	APP068498	1/22/2020	101002341	POLICE-ELECTRICITY	Electric	2,080.78	68134	1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101002119	POLICE-HEALTH/DENTAL	Dec Clinic hrs	3,556.06	68135	1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101002111	POLICE-SALARY	sal	167,011.81	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101002120	POLICE-FICA/MEDICARE	FICA	9,884.40	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101002120	POLICE-FICA/MEDICARE	MED	2,311.68	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101002121	POLICE-PERF	PERF	26,239.68	500000522	1/21/2020
VEN000345	Cave and Company Printing	APP068529	1/22/2020	101002337	POLICE-PRINTING	Bsuiness Cards	59.63		
VEN001942	The Uniform House	APP068530	1/22/2020	101002229	POLICE-UNIFORMS	Uniforms - Martin	153.30		
VEN001555	Pet Supplies Plus	APP068531	1/22/2020	101002355	POLICE-K-9 MAINT	Dog Food	44.98		
VEN006356	Hamilton Crossing Animal Hosp	APP068532	1/22/2020	101002355	POLICE-K-9 MAINT	K9 Boarding - Billy	261.00		
VEN002116	Westfield Tire and Muffler	APP068533	1/22/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Tires	6,431.28		
VEN000314	C.A.R. Clinic	APP068534	1/22/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	4,710.62		
VEN001035	Interstate Battery	APP068535	1/22/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Batteries	386.97		
VEN001856	Sun Badge Co	APP068536	1/22/2020	101002229	POLICE-UNIFORMS	Uniform Badges	414.75		
VEN007296	First Arriving LLC	APP068537	1/22/2020	101002389	POLICE-SOFTWARE LICENS	Annual License Renwel	777.00		
VEN002336	Citizens Westfield	APP068538	1/22/2020	101002342	POLICE-WATER/SEWER	Fire Service Charges	92.77	68136	1/22/2020
VEN006222	SuperFleet Master Card	APP068539	1/22/2020	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	219.78		
VEN001988	Travelers	APP068613	1/24/2020	101002339	POLICE-INSURANCE	Drone Coverage	300.00	68139	1/24/2020
VEN005581	Newton Oil Company	APP068652	1/27/2020	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	9,191.62		
VEN002123	Westfield-Washington Schools	APP068672	1/27/2020	101002223	POLICE-OFFICE SUPPLIES	Paper	52.50		

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Fund No.	Fund Name								
101	General								
	Police								
VEN006222	SuperFleet Master Card	APP068727	1/29/2020	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	261.84		
VEN000260	Boldens Cleaning and Restoration	APP068734	1/29/2020	101002343	POLICE-BUILDING MAINTEN	Carpet Cleaning	895.00		
VEN001035	Interstate Battery	APP068735	1/29/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Batteries	515.96		
VEN007707	Milestones	APP068736	1/29/2020	101002347	POLICE-PROMOTIONS	Baby Boxes	182.14		
VEN000314	C.A.R. Clinic	APP068738	1/29/2020	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	186.00		
VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101002119	POLICE-HEALTH/DENTAL	Life Ins	179.28	68145	1/31/2020
VEN000534	Delta Dental	APP068800	1/31/2020	101002119	POLICE-HEALTH/DENTAL	Dental Ins	2,803.42	68144	1/31/2020
VEN008075	Anthem Bank	APP068884	2/3/2020	101002119	POLICE-HEALTH/DENTAL	Med trf corp	54,562.79		
VEN006328	First Person	APP068906	2/3/2020	101002119	POLICE-HEALTH/DENTAL	Annual fee 2020 Health Snap	1,593.00		
VEN001537	Payroll	APP068937	2/4/2020	101002111	POLICE-SALARY	sal	166,778.38	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101002120	POLICE-FICA/MEDICARE	fica	9,869.92	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101002120	POLICE-FICA/MEDICARE	med	2,308.27	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101002121	POLICE-PERF	perf	25,984.76	500000526	2/4/2020
	Subtotal for Police						807,647.47		
	Economic and Community Development								
VEN001537	Payroll	APP068169	1/7/2020	101003111	ECD-SALARY	sal	25,957.82	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101003120	ECD-FICA/MEDICARE	fica	1,443.88	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101003120	ECD-FICA/MEDICARE	med	337.69	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101003121	ECD-PERF	perf	3,686.01	500000514	1/7/2020
VEN002123	Westfield-Washington Schools	APP068237	1/7/2020	101003223	ECD-OFFICE SUPPLIES	Paper	26.25	68117	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101003119	ECD-HEALTH/DENTAL	Dental Ins	413.62	68013	1/9/2020
VEN000513	DavisVision	APP068467	1/21/2020	101003119	ECD-HEALTH/DENTAL	Vision Ins	125.36	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101003119	ECD-HEALTH/DENTAL	Medical Transfer	8,690.40	500000521	1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101003119	ECD-HEALTH/DENTAL	Dec Clinic hrs	543.47	68135	1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101003111	ECD-SALARY	sal	33,458.62	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101003120	ECD-FICA/MEDICARE	FICA	1,883.91	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101003120	ECD-FICA/MEDICARE	MED	438.81	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101003121	ECD-PERF	PERF	3,686.01	500000522	1/21/2020
VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101003119	ECD-HEALTH/DENTAL	Life Ins	39.00	68145	1/31/2020
VEN000534	Delta Dental	APP068800	1/31/2020	101003119	ECD-HEALTH/DENTAL	Dental Ins	413.62	68144	1/31/2020
VEN008075	Anthem Bank	APP068884	2/3/2020	101003119	ECD-HEALTH/DENTAL	Med trf corp	8,690.40		
VEN006328	First Person	APP068906	2/3/2020	101003119	ECD-HEALTH/DENTAL	Annual fee 2020 Health Snap	321.00		

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101	General										
	Economic and Community Development										
	VEN002123	Westfield-Washington Schools	APP068907	2/3/2020	101003223	ECD-OFFICE SUPPLIES	Paper		26.25		
	VEN001537	Payroll	APP068937	2/4/2020	101003111	ECD-SALARY	sal	27,711.42	500000526		2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	101003120	ECD-FICA/MEDICARE	fica	1,655.55	500000526		2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	101003120	ECD-FICA/MEDICARE	med	387.20	500000526		2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	101003121	ECD-PERF	perf	3,935.03	500000526		2/4/2020
		Subtotal for Economic and Community Development							123,871.32		
	Parks										
	VEN001537	Payroll	APP068169	1/7/2020	101005111	PARKS-SALARY	sal	9,088.92	500000514		1/7/2020
	VEN001537	Payroll	APP068169	1/7/2020	101005120	PARKS-FICA/MEDICARE	fica	543.95	500000514		1/7/2020
	VEN001537	Payroll	APP068169	1/7/2020	101005120	PARKS-FICA/MEDICARE	med	127.19	500000514		1/7/2020
	VEN001537	Payroll	APP068169	1/7/2020	101005121	PARKS-PERF	perf	1,290.62	500000514		1/7/2020
	VEN000149	ASCAP	APP068224	1/7/2020	101005350	PARKS-SUBSCRIPTION/DUES	Music license	363.00	68020		1/13/2020
	VEN005709	Service Sanitation Inc	APP068225	1/7/2020	101005476	PARKS-EQUIP LEASES	Deer Walk	106.00	68100		1/13/2020
	VEN005709	Service Sanitation Inc	APP068225	1/7/2020	101005476	PARKS-EQUIP LEASES	3233 W 166th	91.00	68100		1/13/2020
	VEN001765	Sesac Inc	APP068226	1/7/2020	101005350	PARKS-SUBSCRIPTION/DUES	Music licensing	919.00	68101		1/13/2020
	VEN000534	Delta Dental	APP068304	1/9/2020	101005119	PARKS-HEALTH/DENTAL	Dental Ins	163.48	68013		1/9/2020
	VEN000513	DavisVision	APP068467	1/21/2020	101005119	PARKS-HEALTH/DENTAL	Vision Ins	42.54	68132		1/21/2020
	VEN008075	Anthem Bank	APP068491	1/22/2020	101005119	PARKS-HEALTH/DENTAL	Medical Transfer	3,220.22	500000521		1/22/2020
	VEN001676	Riverview Hospital	APP068508	1/22/2020	101005119	PARKS-HEALTH/DENTAL	Dec Clinic hrs	169.08	68135		1/22/2020
	VEN001537	Payroll	APP068522	1/21/2020	101005111	PARKS-SALARY	sal	9,728.92	500000522		1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	101005120	PARKS-FICA/MEDICARE	FICA	583.63	500000522		1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	101005120	PARKS-FICA/MEDICARE	MED	136.51	500000522		1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	101005121	PARKS-PERF	PERF	1,290.62	500000522		1/21/2020
	VEN002205	Big Bounce Fun House Rentals	APP068775	1/31/2020	101005347	PARKS-PROMOTION	Deposit for WR4	5,678.50			
	VEN000345	Cave and Company Printing	APP068776	1/31/2020	101005347	PARKS-PROMOTION	Business cards	37.82			
	VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101005119	PARKS-HEALTH/DENTAL	Life Ins	13.00	68145		1/31/2020
	VEN000534	Delta Dental	APP068800	1/31/2020	101005119	PARKS-HEALTH/DENTAL	Dental Ins	163.48	68144		1/31/2020
	VEN008075	Anthem Bank	APP068884	2/3/2020	101005119	PARKS-HEALTH/DENTAL	Med trf corp	3,220.22			
	VEN006328	First Person	APP068906	2/3/2020	101005119	PARKS-HEALTH/DENTAL	Annual fee 2020 Health Snap	110.00			
	VEN001537	Payroll	APP068937	2/4/2020	101005111	PARKS-SALARY	sal	9,728.92	500000526		2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	101005120	PARKS-FICA/MEDICARE	fica	583.63	500000526		2/4/2020

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Fund No.	Fund Name								
101	General								
	Parks								
VEN001537	Payroll	APP068937	2/4/2020	101005120	PARKS-FICA/MEDICARE	med	136.48	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101005121	PARKS-PERF	perf	1,290.62	500000526	2/4/2020
	Subtotal for Parks						48,827.35		
	Economic Dev								
VEN001537	Payroll	APP068169	1/7/2020	101006111	ECONOMIC DEV-SALARY	sal	6,009.59	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101006120	ECONOMIC DEV-FICA/MEDI	fica	371.45	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101006120	ECONOMIC DEV-FICA/MEDI	med	101.22	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101006121	ECONOMIC DEV-PERF	perf	853.36	500000514	1/7/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101006119	ECONOMIC DEV-HEALTH/D	Dental Ins	106.32	68013	1/9/2020
VEN000513	DavisVision	APP068467	1/21/2020	101006119	ECONOMIC DEV-HEALTH/D	Vision Ins	18.47	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101006119	ECONOMIC DEV-HEALTH/D	Medical Transfer	580.87	500000521	1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101006119	ECONOMIC DEV-HEALTH/D	Dec Clinic hrs	33.57	68135	1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101006111	ECONOMIC DEV-SALARY	sal	6,009.59	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101006120	ECONOMIC DEV-FICA/MEDI	FICA	371.45	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101006120	ECONOMIC DEV-FICA/MEDI	MED	118.78	500000522	1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101006121	ECONOMIC DEV-PERF	PERF	901.19	500000522	1/21/2020
VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101006119	ECONOMIC DEV-HEALTH/D	Life Ins	6.50	68145	1/31/2020
VEN000534	Delta Dental	APP068800	1/31/2020	101006119	ECONOMIC DEV-HEALTH/D	Dental Ins	106.32	68144	1/31/2020
VEN008075	Anthem Bank	APP068884	2/3/2020	101006119	ECONOMIC DEV-HEALTH/D	Med trf corp	580.87		
VEN006328	First Person	APP068906	2/3/2020	101006119	ECONOMIC DEV-HEALTH/D	Annual fee 2020 Health Snap	51.00		
VEN001537	Payroll	APP068937	2/4/2020	101006111	ECONOMIC DEV-SALARY	sal	6,346.39	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101006120	ECONOMIC DEV-FICA/MEDI	fica	371.45	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101006120	ECONOMIC DEV-FICA/MEDI	med	118.78	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101006121	ECONOMIC DEV-PERF	perf	901.19	500000526	2/4/2020
	Subtotal for Economic Dev						23,958.36		
	Informatics								
VEN001537	Payroll	APP068169	1/7/2020	101007111	IT-SALARY	sal	16,685.42	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101007120	IT-FICA/MEDICARE	fica	983.38	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101007120	IT-FICA/MEDICARE	med	229.99	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101007121	IT-PERF	perf	2,369.33	500000514	1/7/2020
VEN005146	Konica Minolta Business	APP068212	1/7/2020	101007337	IT-PRINTING	Click Charges	11.97	68073	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101007119	IT-HEALTH/DENTAL	Dental Ins	326.96	68013	1/9/2020

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101	General										
	Informatics										
		VEN000513	DavisVision	APP068467	1/21/2020	101007119	IT-HEALTH/DENTAL	Vision Ins	62.68	68132	1/21/2020
		VEN008075	Anthem Bank	APP068491	1/22/2020	101007119	IT-HEALTH/DENTAL	Medical Transfer	5,864.46	500000521	1/22/2020
		VEN001676	Riverview Hospital	APP068508	1/22/2020	101007119	IT-HEALTH/DENTAL	Dec Clinic hrs	375.73	68135	1/22/2020
		VEN001537	Payroll	APP068522	1/21/2020	101007111	IT-SALARY	sal	16,785.42	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101007120	IT-FICA/MEDICARE	FICA	976.25	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101007120	IT-FICA/MEDICARE	MED	228.31	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101007121	IT-PERF	PERF	2,383.53	500000522	1/21/2020
		VEN002050	Verizon Wireless	APP068715	1/29/2020	101007332	IT-CELLULAR/PAGERS/MOBI	EMS	41.14	68143	1/29/2020
		VEN000157	AT and T Mobility	APP068716	1/29/2020	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones	946.85	68142	1/29/2020
		VEN006597	ATEC Inc	APP068717	1/29/2020	101007349	IT-SERVICES	1st Quart datacenter cooling	3,216.25		
		VEN007202	TopoWorks	APP068718	1/29/2020	101007331	IT-CONSULTING	GIS services	900.00		
		VEN006331	enVista llc	APP068719	1/29/2020	101007349	IT-SERVICES	SharePoint Monitoring monthl	920.00		
		VEN005146	Konica Minolta Business	APP068720	1/29/2020	101007337	IT-PRINTING	Click charges	15.00		
		VEN007067	Service Express Inc	APP068721	1/29/2020	101007349	IT-SERVICES	Proliant	158.96		
		VEN000345	Cave and Company Printing	APP068722	1/29/2020	101007223	IT-OFFICE SUPPLIES	Business cards	37.82		
		VEN007659	eventbooking LLC	APP068723	1/29/2020	101007331	IT-CONSULTING	Annual fee for Data Feed	1,000.00		
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101007119	IT-HEALTH/DENTAL	Life Ins	19.50	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	101007119	IT-HEALTH/DENTAL	Dental Ins	326.96	68144	1/31/2020
		VEN008075	Anthem Bank	APP068884	2/3/2020	101007119	IT-HEALTH/DENTAL	Med trf corp	5,864.46		
		VEN002097	Westfield Chamber Of Commerce	APP068891	2/3/2020	101007347	IT-PROMOTION	State of City luncheon	20.00		
		VEN006328	First Person	APP068906	2/3/2020	101007119	IT-HEALTH/DENTAL	Annual fee 2020 Health Snap	159.00		
		VEN002023	United States Postal Service	APP068921	2/4/2020	101007333	IT-POSTAGE	Postage	4,000.00		
		VEN005996	Konica Minolta Premier Fin	APP068922	2/4/2020	101007337	IT-PRINTING	Copy machine rentals	1,053.89		
		VEN005146	Konica Minolta Business	APP068923	2/4/2020	101007337	IT-PRINTING	Click charges	21.41		
		VEN003729	Metronet	APP068932	2/4/2020	101007335	IT-TELEPHONE	Land lines and long distance	2,301.64		
		VEN006544	concept3D Inc	APP068933	2/4/2020	101007389	IT-SOFTWARE LICENSING	Annual atlas3D enterprise CM	12,600.00		
		VEN001537	Payroll	APP068937	2/4/2020	101007111	IT-SALARY	sal	16,785.42	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101007120	IT-FICA/MEDICARE	fica	976.25	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101007120	IT-FICA/MEDICARE	med	228.32	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101007121	IT-PERF	perf	2,383.53	500000526	2/4/2020
		VEN007897	Konica Minolta Prem Fin 2	APP068983	2/4/2020	101007337	IT-PRINTING	Sta 82 and 83 copy machine	77.70		

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101	General										
	Informatics										
	VEN005134 Lifeline Data Centers			APP068984	2/4/2020	101007349	IT-SERVICES	Monthly fee	1,065.70		
	Subtotal for Informatics								102,403.23		
	Clerk Treasurer										
	VEN001469 O W Krohn and Associates			APP068124	1/7/2020	101008331	CT-CONSULTING	November services	833.75	68090	1/13/2020
	VEN001537 Payroll			APP068169	1/7/2020	101008111	CT-SALARY	sal	17,274.39	500000514	1/7/2020
	VEN001537 Payroll			APP068169	1/7/2020	101008120	CT-FICA/MEDICARE	fica	1,001.72	500000514	1/7/2020
	VEN001537 Payroll			APP068169	1/7/2020	101008120	CT-FICA/MEDICARE	med	234.26	500000514	1/7/2020
	VEN001537 Payroll			APP068169	1/7/2020	101008121	CT-PERF	perf	2,029.79	500000514	1/7/2020
	VEN002097 Westfield Chamber Of Commerce			APP068185	1/7/2020	101008347	CT-PROMOTIONS	December Chamber luncheon	120.00	68116	1/13/2020
	VEN000534 Delta Dental			APP068304	1/9/2020	101008119	CT-HEALTH/DENTAL	Dental Ins	257.04	68013	1/9/2020
	VEN004297 ADP-Payroll			APP068365	1/13/2020	101008331	CT-CONSULTING	Processing fees	6,983.47	500000520	1/13/2020
	VEN000940 ILMCT			APP068403	1/15/2020	101008350	CT-SUBSCRIPTIONS/DUES/	2020 ILMCT annual dues	692.00		
	VEN000938 IIMC			APP068404	1/15/2020	101008350	CT-SUBSCRIPTIONS/DUES/	Annual membership renewal	760.00		
	VEN000513 DavisVision			APP068467	1/21/2020	101008119	CT-HEALTH/DENTAL	Vision Ins	69.95	68132	1/21/2020
	VEN008073 Garrett Bell			APP068477	1/21/2020	101008349	CT-SERVICES	arranging and stacking file bo	97.50	68133	1/21/2020
	VEN008075 Anthem Bank			APP068491	1/22/2020	101008119	CT-HEALTH/DENTAL	Medical Transfer	4,451.82	500000521	1/22/2020
	VEN001676 Riverview Hospital			APP068508	1/22/2020	101008119	CT-HEALTH/DENTAL	Dec Clinic hrs	276.43	68135	1/22/2020
	VEN001537 Payroll			APP068522	1/21/2020	101008111	CT-SALARY	sal	17,375.57	500000522	1/21/2020
	VEN001537 Payroll			APP068522	1/21/2020	101008120	CT-FICA/MEDICARE	FICA	1,014.19	500000522	1/21/2020
	VEN001537 Payroll			APP068522	1/21/2020	101008120	CT-FICA/MEDICARE	MED	237.19	500000522	1/21/2020
	VEN001537 Payroll			APP068522	1/21/2020	101008121	CT-PERF	PERF	2,044.16	500000522	1/21/2020
	VEN000847 Hamilton County Recorder			APP068631	1/24/2020	101008330	CT-LEGAL CONSULTING	oath of office	405.00	068138	1/24/2020
	VEN001406 Municipal Code			APP068656	1/27/2020	101008349	CT-SERVICES	Supplement pages	1,896.62		
	VEN001826 Staples			APP068667	1/27/2020	101008223	CT-OFFICE SUPPLIES	Boxes	269.71		
	VEN001826 Staples			APP068668	1/27/2020	101008223	CT-OFFICE SUPPLIES	Office supplies	247.43		
	VEN002123 Westfield-Washington Schools			APP068672	1/27/2020	101008223	CT-OFFICE SUPPLIES	Paper	26.25		
	VEN004479 Symetra Life Insurance			APP068797	1/31/2020	101008119	CT-HEALTH/DENTAL	Life Ins	18.46	68145	1/31/2020
	VEN000534 Delta Dental			APP068800	1/31/2020	101008119	CT-HEALTH/DENTAL	Dental Ins	257.04	68144	1/31/2020
	VEN008075 Anthem Bank			APP068884	2/3/2020	101008119	CT-HEALTH/DENTAL	Med trf corp	4,451.82		
	VEN001469 O W Krohn and Associates			APP068897	2/3/2020	101008331	CT-CONSULTING	November services	1,926.25		
	VEN006328 First Person			APP068906	2/3/2020	101008119	CT-HEALTH/DENTAL	Annual fee 2020 Health Snap	159.00		

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Fund No.	Fund Name									
101	General									
Clerk Treasurer										
VEN002123	Westfield-Washington Schools	APP068924	2/4/2020	101008223	CT-OFFICE SUPPLIES	Paper	26.25			
VEN001537	Payroll	APP068937	2/4/2020	101008111	CT-SALARY	sal	17,228.75	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101008120	CT-FICA/MEDICARE	fica	1,005.09	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101008120	CT-FICA/MEDICARE	med	235.06	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101008121	CT-PERF	perf	2,023.31	500000526		2/4/2020
Subtotal for Clerk Treasurer							85,929.27			
Mayor										
VEN001537	Payroll	APP068169	1/7/2020	101009111	MAYOR-SALARY	sal	4,575.54	500000514		1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101009120	MAYOR- FICA/MEDICARE	fica	275.20	500000514		1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101009120	MAYOR- FICA/MEDICARE	med	64.36	500000514		1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101009121	MAYOR-PERF	perf	649.73	500000514		1/7/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101009119	MAYOR-HEALTH/DENTAL	Dental Ins	40.62	68013		1/9/2020
VEN000513	DavisVision	APP068467	1/21/2020	101009119	MAYOR-HEALTH/DENTAL	Vision Ins	12.87	68132		1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101009119	MAYOR-HEALTH/DENTAL	Medical Transfer	1,155.94	500000521		1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101009119	MAYOR-HEALTH/DENTAL	Dec Clinic hrs	72.46	68135		1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101009111	MAYOR-SALARY	sal	4,575.54	500000522		1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101009120	MAYOR- FICA/MEDICARE	FICA	275.20	500000522		1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101009120	MAYOR- FICA/MEDICARE	MED	64.36	500000522		1/21/2020
VEN001537	Payroll	APP068522	1/21/2020	101009121	MAYOR-PERF	PERF	649.73	500000522		1/21/2020
VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101009119	MAYOR-HEALTH/DENTAL	Life Ins	2.21	68145		1/31/2020
VEN000534	Delta Dental	APP068800	1/31/2020	101009119	MAYOR-HEALTH/DENTAL	Dental Ins	40.62	68144		1/31/2020
VEN008075	Anthem Bank	APP068884	2/3/2020	101009119	MAYOR-HEALTH/DENTAL	Med trf corp	1,155.94			
VEN008024	Diana Wade	APP068889	2/3/2020	101009347	MAYOR-PROMOTIONS	Westfield Wellness Coalition	384.00			
VEN002097	Westfield Chamber Of Commerce	APP068891	2/3/2020	101009347	MAYOR-PROMOTIONS	State of City luncheon	60.00			
VEN001913	The Bridgewater Club LLC	APP068904	2/3/2020	101009347	MAYOR-PROMOTIONS	Lunch meeting	46.99			
VEN006328	First Person	APP068906	2/3/2020	101009119	MAYOR-HEALTH/DENTAL	Annual fee 2020 Health Snap	24.00			
VEN001537	Payroll	APP068937	2/4/2020	101009111	MAYOR-SALARY	sal	4,575.54	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101009120	MAYOR- FICA/MEDICARE	fica	275.20	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101009120	MAYOR- FICA/MEDICARE	med	64.36	500000526		2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101009121	MAYOR-PERF	perf	649.73	500000526		2/4/2020
Subtotal for Mayor							19,690.14			

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Fund No.	Fund Name								
101	General								
	City Council								
VEN002097	Westfield Chamber Of Commerce	APP068213	1/7/2020	101010347	CITY COUNCIL-PROMOTION	December Chamber luncheon	40.00	68116	1/13/2020
VEN008015	Wellbeing Coalition of Westfield	APP068500	1/22/2020	101010347	CITY COUNCIL-PROMOTION	Table of 8 Mayors Breakfast	500.00		
VEN000345	Cave and Company Printing	APP068674	1/27/2020	101010349	CITY COUNCIL-SERVICES	Business cards	273.15		
VEN002097	Westfield Chamber Of Commerce	APP068752	1/30/2020	101010347	CITY COUNCIL-PROMOTION	State of the City luncheon	160.00		
	Subtotal for City Council						973.15		
	Public Works								
VEN005845	Kinetrex Energy	APP068126	1/7/2020	101013328	PW-HEAT/GAS	Gas	375.11	68071	1/13/2020
VEN001537	Payroll	APP068169	1/7/2020	101013111	PW-SALARY	sal	51,995.54	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101013120	PW-FICA/MEDICARE	fica	3,023.56	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101013120	PW-FICA/MEDICARE	med	707.12	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	101013121	PW-PERF	perf	7,812.44	500000514	1/7/2020
VEN000301	Buckeye Power Sales Co	APP068200	1/7/2020	101013343	PW-BLDG MAINT	Service on generator	250.00	68028	1/13/2020
VEN001182	Kings III America	APP068202	1/7/2020	101013349	PW-CONTRACTUAL SERVIC	Elevator phone	107.22	68072	1/13/2020
VEN000942	Imagery LLC	APP068208	1/7/2020	101013229	PW-UNIFORMS	Winter gear	1,661.61	68062	1/13/2020
VEN006770	Michael Todd and Company Inc	APP068210	1/7/2020	101013229	PW-UNIFORMS	Rain gear	126.71	68083	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	101013119	PW-HEALTH AND DENTAL	Dental Ins	1,260.88	68013	1/9/2020
VEN002336	Citizens Westfield	APP068313	1/10/2020	101013342	PW-WATER/SEWER	PW	1,733.55	68034	1/13/2020
VEN002336	Citizens Westfield	APP068314	1/10/2020	101013328	PW-HEAT/GAS	Mill St	130.32	68034	1/13/2020
VEN002336	Citizens Westfield	APP068314	1/10/2020	101013342	PW-WATER/SEWER	Mill St	111.02	68034	1/13/2020
VEN002336	Citizens Westfield	APP068370	1/14/2020	101013328	PW-HEAT/GAS	Gas	550.39	68124	1/14/2020
VEN005845	Kinetrex Energy	APP068408	1/15/2020	101013328	PW-HEAT/GAS		520.95	68126	1/15/2020
VEN007062	McGriff Insurance	APP068413	1/16/2020	101013339	PW-INSURANCE	Excess Liabl and Cyber Cover	3,307.74	68129	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068419	1/16/2020	101013339	PW-INSURANCE	Deposit and 2nd inst Jan rene	12,981.25	68130	1/16/2020
VEN005403	BrightView Landscapes LLC	APP068436	1/17/2020	101013349	PW-CONTRACTUAL SERVIC	Snow Event Dec 16	10,880.74		
VEN005403	BrightView Landscapes LLC	APP068436	1/17/2020	101013349	PW-CONTRACTUAL SERVIC	Snow Event Dec 15	5,440.37		
VEN003284	Practical Property Group	APP068445	1/17/2020	101013224	PW-OPERATING SUPPLIES	Grassy Branch Trail	3,150.00		
VEN000513	DavisVision	APP068467	1/21/2020	101013119	PW-HEALTH AND DENTAL	Vision Ins	272.53	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	101013119	PW-HEALTH AND DENTAL	Medical Transfer	24,123.69	500000521	1/22/2020
VEN000589	Duke Energy	APP068498	1/22/2020	101013341	PW-ELECTRIC	Electric	4,794.43	68134	1/22/2020
VEN000589	Duke Energy	APP068498	1/22/2020	101013341	PW-ELECTRIC	Electric	1,231.26	68134	1/22/2020
VEN001676	Riverview Hospital	APP068508	1/22/2020	101013119	PW-HEALTH AND DENTAL	Dec Clinic hrs	1,732.40	68135	1/22/2020
VEN001537	Payroll	APP068522	1/21/2020	101013111	PW-SALARY	sal	51,614.28	500000522	1/21/2020

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101	General										
	Public Works										
	VEN001537	Payroll		APP068522	1/21/2020	101013120	PW-FICA/MEDICARE	FICA	2,981.32	500000522	1/21/2020
	VEN001537	Payroll		APP068522	1/21/2020	101013120	PW-FICA/MEDICARE	MED	697.32	500000522	1/21/2020
	VEN001537	Payroll		APP068522	1/21/2020	101013121	PW-PERF	PERF	7,758.30	500000522	1/21/2020
	VEN000589	Duke Energy		APP068666	1/27/2020	101013341	PW-ELECTRIC	Ditch Rd	133.88	68141	1/27/2020
	VEN001464	Northside Garage Door System		APP068749	1/30/2020	101013343	PW-BLDG MAINT	Door B1 repair	552.00		
	VEN001879	T.M.T Inc		APP068750	1/30/2020	101013224	PW-OPERATING SUPPLIES	Tree removal	770.00		
	VEN005709	Service Sanitation Inc		APP068792	1/31/2020	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	106.00		
	VEN005709	Service Sanitation Inc		APP068792	1/31/2020	101013349	PW-CONTRACTUAL SERVIC	3233 W 166th	91.00		
	VEN004479	Symetra Life Insurance		APP068797	1/31/2020	101013119	PW-HEALTH AND DENTAL	Life Ins	80.21	68145	1/31/2020
	VEN000534	Delta Dental		APP068800	1/31/2020	101013119	PW-HEALTH AND DENTAL	Dental Ins	1,347.13	68144	1/31/2020
	VEN001305	Martin Tree Service		APP068824	2/3/2020	101013349	PW-CONTRACTUAL SERVIC	Tree removal 151st Oak	3,000.00		
	VEN008075	Anthem Bank		APP068884	2/3/2020	101013119	PW-HEALTH AND DENTAL	Med trf corp	24,123.69		
	VEN006494	Pure Water Partners		APP068890	2/3/2020	101013224	PW-OPERATING SUPPLIES	Water for conference rooms	90.00		
	VEN006494	Pure Water Partners		APP068894	2/3/2020	101013224	PW-OPERATING SUPPLIES	Water	67.50		
	VEN006328	First Person		APP068906	2/3/2020	101013119	PW-HEALTH AND DENTAL	Annual fee 2020 Health Snap	1,033.00		
	VEN002123	Westfield-Washington Schools		APP068924	2/4/2020	101013223	PW-OFFICE SUPPLIES	Paper	9.95		
	VEN001537	Payroll		APP068937	2/4/2020	101013111	PW-SALARY	sal	50,108.60	500000526	2/4/2020
	VEN001537	Payroll		APP068937	2/4/2020	101013120	PW-FICA/MEDICARE	fica	2,903.00	500000526	2/4/2020
	VEN001537	Payroll		APP068937	2/4/2020	101013120	PW-FICA/MEDICARE	med	678.95	500000526	2/4/2020
	VEN001537	Payroll		APP068937	2/4/2020	101013121	PW-PERF	perf	7,544.50	500000526	2/4/2020
	VEN000589	Duke Energy		APP068989	2/4/2020	101013341	PW-ELECTRIC	PW	403.93		
	VEN002336	Citizens Westfield		APP068993	2/4/2020	101013342	PW-WATER/SEWER	PW water	505.67		
	Subtotal for Public Works								294,881.06		
	Communications										
	VEN001537	Payroll		APP068169	1/7/2020	101020111	COMM-SALARY	sal	7,463.53	500000514	1/7/2020
	VEN001537	Payroll		APP068169	1/7/2020	101020120	COMM-FICA/MEDICARE	fica	452.57	500000514	1/7/2020
	VEN001537	Payroll		APP068169	1/7/2020	101020120	COMM-FICA/MEDICARE	med	105.85	500000514	1/7/2020
	VEN001537	Payroll		APP068169	1/7/2020	101020121	COMM-PERF	perf	1,059.82	500000514	1/7/2020
	VEN001359	Michelle Krcmery		APP068221	1/7/2020	101020331	COMM- CONSULT	December services	980.00	68084	1/13/2020
	VEN000534	Delta Dental		APP068304	1/9/2020	101020119	COMM-HEALTH/DENTAL	Dental Ins	98.88	68013	1/9/2020
	VEN000513	DavisVision		APP068467	1/21/2020	101020119	COMM-HEALTH/DENTAL	Vision Ins	24.07	68132	1/21/2020
	VEN008075	Anthem Bank		APP068491	1/22/2020	101020119	COMM-HEALTH/DENTAL	Medical Transfer	2,228.81	500000521	1/22/2020

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101	General										
			Communications								
		VEN001676	Riverview Hospital	APP068508	1/22/2020	101020119	COMM-HEALTH/DENTAL	Dec Clinic hrs	136.87	68135	1/22/2020
		VEN001537	Payroll	APP068522	1/21/2020	101020111	COMM-SALARY	sal	7,463.53	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101020120	COMM-FICA/MEDICARE	FICA	452.57	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101020120	COMM-FICA/MEDICARE	MED	105.85	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101020121	COMM-PERF	PERF	1,059.82	500000522	1/21/2020
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101020119	COMM-HEALTH/DENTAL	Life Ins	9.75	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	101020119	COMM-HEALTH/DENTAL	Dental Ins	98.88	68144	1/31/2020
		VEN001257	Logo USA	APP068819	2/3/2020	101020347	COMM-PROMOTIONS	Together Tees	645.00		
		VEN000345	Cave and Company Printing	APP068821	2/3/2020	101020337	COMM-PRINTING	2019 Year in Review	265.37		
		VEN001257	Logo USA	APP068848	2/3/2020	101020347	COMM-PROMOTIONS	Wearable	63.90		
		VEN008075	Anthem Bank	APP068884	2/3/2020	101020119	COMM-HEALTH/DENTAL	Med trf corp	2,228.81		
		VEN002097	Westfield Chamber Of Commerce	APP068896	2/3/2020	101020347	COMM-PROMOTIONS	State of the City luncheon	80.00		
		VEN001359	Michelle Krcmery	APP068898	2/3/2020	101020331	COMM- CONSULT	Jan services	1,200.00		
		VEN006328	First Person	APP068906	2/3/2020	101020119	COMM-HEALTH/DENTAL	Annual fee 2020 Health Snap	78.00		
		VEN002123	Westfield-Washington Schools	APP068924	2/4/2020	101020223	COMM- OFFICE SUPP	Paper	2.81		
		VEN001537	Payroll	APP068937	2/4/2020	101020111	COMM-SALARY	sal	7,463.53	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101020120	COMM-FICA/MEDICARE	fica	452.57	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101020120	COMM-FICA/MEDICARE	med	105.85	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101020121	COMM-PERF	perf	1,059.82	500000526	2/4/2020
			Subtotal for Communications						35,386.46		
			Customer Service								
		VEN001537	Payroll	APP068169	1/7/2020	101021111	CUSTOMER SERV-SALARY	sal	8,262.25	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101021120	CUSTOMER SERV- FICA/ME	fica	487.76	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101021120	CUSTOMER SERV- FICA/ME	med	114.06	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101021121	CUSTOMER SERV- PERF	perf	1,173.29	500000514	1/7/2020
		VEN000534	Delta Dental	APP068304	1/9/2020	101021119	CUSTOMER SERV-HEALTH/	Dental Ins	204.10	68013	1/9/2020
		VEN000513	DavisVision	APP068467	1/21/2020	101021119	CUSTOMER SERV-HEALTH/	Vision Ins	44.21	68132	1/21/2020
		VEN008075	Anthem Bank	APP068491	1/22/2020	101021119	CUSTOMER SERV-HEALTH/	Medical Transfer	4,255.82	500000521	1/22/2020
		VEN001676	Riverview Hospital	APP068508	1/22/2020	101021119	CUSTOMER SERV-HEALTH/	Dec Clinic hrs	240.20	68135	1/22/2020
		VEN001537	Payroll	APP068522	1/21/2020	101021111	CUSTOMER SERV-SALARY	sal	8,262.25	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101021120	CUSTOMER SERV- FICA/ME	FICA	487.76	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101021120	CUSTOMER SERV- FICA/ME	MED	114.06	500000522	1/21/2020

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101	General										
			Customer Service								
		VEN001537	Payroll	APP068522	1/21/2020	101021121	CUSTOMER SERV- PERF	PERF	1,173.27	500000522	1/21/2020
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101021119	CUSTOMER SERV-HEALTH/	Life Ins	13.00	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	101021119	CUSTOMER SERV-HEALTH/	Dental Ins	204.10	68144	1/31/2020
		VEN008075	Anthem Bank	APP068884	2/3/2020	101021119	CUSTOMER SERV-HEALTH/	Med trf corp	4,255.82		
		VEN002097	Westfield Chamber Of Commerce	APP068896	2/3/2020	101021347	CUST SERV-PROMO	State of the City luncheon	20.00		
		VEN006328	First Person	APP068906	2/3/2020	101021119	CUSTOMER SERV-HEALTH/	Annual fee 2020 Health Snap	138.00		
		VEN002123	Westfield-Washington Schools	APP068924	2/4/2020	101021223	CUSTOMER SERV- OFFICE	Paper	11.69		
		VEN001537	Payroll	APP068937	2/4/2020	101021111	CUSTOMER SERV-SALARY	sal	8,262.26	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101021120	CUSTOMER SERV- FICA/ME	fica	487.77	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101021120	CUSTOMER SERV- FICA/ME	med	114.07	500000526	2/4/2020
		VEN001537	Payroll	APP068937	2/4/2020	101021121	CUSTOMER SERV- PERF	perf	1,173.23	500000526	2/4/2020
			Subtotal for Customer Service						39,498.97		
			Human Resources								
		VEN001537	Payroll	APP068169	1/7/2020	101022111	HR -SALARY	sal	4,373.40	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101022120	HR-FICA/MEDICARE	fica	258.93	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101022120	HR-FICA/MEDICARE	med	60.55	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	101022121	HR PERF	perf	621.02	500000514	1/7/2020
		VEN000534	Delta Dental	APP068304	1/9/2020	101022119	HR-HEALTH/DENTAL	Dental Ins	126.08	68013	1/9/2020
		VEN000513	DavisVision	APP068467	1/21/2020	101022119	HR-HEALTH/DENTAL	Vision Ins	38.61	68132	1/21/2020
		VEN008075	Anthem Bank	APP068491	1/22/2020	101022119	HR-HEALTH/DENTAL	Medical Transfer	2,212.55	500000521	1/22/2020
		VEN001676	Riverview Hospital	APP068508	1/22/2020	101022119	HR-HEALTH/DENTAL	Dec Clinic hrs	139.56	68135	1/22/2020
		VEN001537	Payroll	APP068522	1/21/2020	101022111	HR -SALARY	sal	4,373.40	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101022120	HR-FICA/MEDICARE	FICA	258.93	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101022120	HR-FICA/MEDICARE	MED	60.56	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	101022121	HR PERF	PERF	621.02	500000522	1/21/2020
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	101022119	HR-HEALTH/DENTAL	Life Ins	6.50	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	101022119	HR-HEALTH/DENTAL	Dental Ins	85.46	68144	1/31/2020
		VEN008075	Anthem Bank	APP068884	2/3/2020	101022119	HR-HEALTH/DENTAL	Med trf corp	2,212.55		
		VEN006328	First Person	APP068906	2/3/2020	101022119	HR-HEALTH/DENTAL	Annual fee 2020 Health Snap	51.00		
		VEN002123	Westfield-Washington Schools	APP068907	2/3/2020	101022223	HR- OFFICE SUPP	Paper	26.25		
		VEN002123	Westfield-Washington Schools	APP068924	2/4/2020	101022223	HR- OFFICE SUPP	Paper	1.80		
		VEN001537	Payroll	APP068937	2/4/2020	101022111	HR -SALARY	sal	4,373.40	500000526	2/4/2020

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Fund No.	Fund Name								
101	General								
	Human Resources								
VEN001537	Payroll	APP068937	2/4/2020	101022120	HR-FICA/MEDICARE	fica	258.93	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101022120	HR-FICA/MEDICARE	med	60.56	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	101022121	HR PERF	perf	621.02	500000526	2/4/2020
Subtotal for Human Resources							20,842.08		
Subtotal for Fund 101 General							1,797,436.86		

Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN001537	Payroll	APP068169	1/7/2020	201013111	MVH-SALARY	sal	7,833.74	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	201013120	MVH-FICA/MEDICARE	fica	460.71	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	201013120	MVH-FICA/MEDICARE	med	107.75	500000514	1/7/2020
VEN001537	Payroll	APP068169	1/7/2020	201013121	MVH-PERF	perf	1,112.39	500000514	1/7/2020
VEN005243	Franklin Equipment	APP068199	1/7/2020	201013345	MVH-EQUIP REPAIR	Scissor lift	201.25	68048	1/13/2020
VEN007207	Car X Tire and Auto	APP068201	1/7/2020	201013360	MVH-VEHICLE REPAIR	Vehicle repairs	254.91	68030	1/13/2020
VEN003284	Practical Property Group	APP068203	1/7/2020	201013349	MVH-RESTRICT SERVICES	Push Road	16,841.84	68093	1/13/2020
VEN000682	Fastenal	APP068204	1/7/2020	201013345	MVH-EQUIP REPAIR	Equipment PB Dom	15.54	68045	1/13/2020
VEN007600	Terminal Supply Co	APP068205	1/7/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Supplies	370.98	68108	1/13/2020
VEN001384	Milestone Contractors LP	APP068206	1/7/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	558.09	68086	1/13/2020
VEN006770	Michael Todd and Company Inc	APP068207	1/7/2020	201013472	MVH-EQUIP	Strobe lights	279.79	68083	1/13/2020
VEN005581	Newton Oil Company	APP068214	1/7/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	7,392.26	68088	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	201013119	MVH-HEALTH/DENTAL	Dental Ins	163.48	68013	1/9/2020
VEN005403	BrightView Landscapes LLC	APP068387	1/15/2020	201013349	MVH-RESTRICT SERVICES	Harmony 1215	374.19		
VEN003729	Metronet	APP068435	1/17/2020	201013349	MVH-RESTRICT SERVICES	PSB	58.62	68131	1/17/2020
VEN007684	Perfection Group Inc	APP068437	1/17/2020	201013472	MVH-EQUIP	Shop Fan	5,545.00		
VEN000975	Indiana Oxygen Company	APP068440	1/17/2020	201013345	MVH-EQUIP REPAIR	Supplies	53.23		
VEN005997	Shucks Welding and Fabrication	APP068442	1/17/2020	201013231	MVH-SUBGRADE MATERIAL	OASIS barrier fluid	142.00		
VEN001277	Macallister Machinery Co	APP068443	1/17/2020	201013345	MVH-EQUIP REPAIR	Kubota repair	3,478.69		
VEN006285	Ceres Solutions Cooperative	APP068446	1/17/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Fuel	377.91		
VEN000513	DavisVision	APP068467	1/21/2020	201013119	MVH-HEALTH/DENTAL	Vision Ins	25.74	68132	1/21/2020
VEN008075	Anthem Bank	APP068491	1/22/2020	201013119	MVH-HEALTH/DENTAL	Medical Transfer	3,279.62	500000521	1/22/2020
VEN000589	Duke Energy	APP068498	1/22/2020	201013341	MVH-ELECTRIC	Electric	3,042.89	68134	1/22/2020

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Fund No.	Fund Name									
201	Motor Vehicle Highway (MVH)									
	Public Works									
	VEN001676	Riverview Hospital	APP068508	1/22/2020	201013119	MVH-HEALTH/DENTAL	Dec Clinic hrs	206.65	68135	1/22/2020
	VEN000879	Heritage-Crystal Clean	APP068512	1/22/2020	201013349	MVH-RESTRICT SERVICES	Oil service	61.74		
	VEN001678	Road Solutions Inc	APP068513	1/22/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Cleaning supplies	185.60		
	VEN001537	Payroll	APP068522	1/21/2020	201013111	MVH-SALARY	sal	7,833.74	500000522	1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	201013120	MVH-FICA/MEDICARE	FICA	454.51	500000522	1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	201013120	MVH-FICA/MEDICARE	MED	106.75	500000522	1/21/2020
	VEN001537	Payroll	APP068522	1/21/2020	201013121	MVH-PERF	PERF	1,112.39	500000522	1/21/2020
	VEN005581	Newton Oil Company	APP068652	1/27/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	7,090.52		
	VEN006426	DISA Inc	APP068660	1/27/2020	201013349	MVH-RESTRICT SERVICES	Drug testing	282.00		
	VEN006436	Davis Wholesale Supply	APP068662	1/27/2020	201013231	MVH-SUBGRADE MATERIAL	Bulk rock	4,261.05		
	VEN005243	Franklin Equipment	APP068664	1/27/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel fuel	74.85		
	VEN000332	Cargill	APP068746	1/30/2020	201013231	MVH-SUBGRADE MATERIAL	Salt	7,917.17		
	VEN000257	Bobcat of Anderson	APP068748	1/30/2020	201013345	MVH-EQUIP REPAIR	Brake light	25.85		
	VEN004479	Symetra Life Insurance	APP068797	1/31/2020	201013119	MVH-HEALTH/DENTAL	Life Ins	9.75	68145	1/31/2020
	VEN000534	Delta Dental	APP068800	1/31/2020	201013119	MVH-HEALTH/DENTAL	Dental Ins	163.48	68144	1/31/2020
	VEN006436	Davis Wholesale Supply	APP068823	2/3/2020	201013231	MVH-SUBGRADE MATERIAL	Salt	4,356.66		
	VEN001277	Macallister Machinery Co	APP068825	2/3/2020	201013345	MVH-EQUIP REPAIR	Equip to help pick up stone	3,461.00		
	VEN007207	Car X Tire and Auto	APP068826	2/3/2020	201013360	MVH-VEHICLE REPAIR	Oil changes	129.98		
	VEN001676	Riverview Hospital	APP068827	2/3/2020	201013349	MVH-RESTRICT SERVICES	CDL physical	65.00		
	VEN008075	Anthem Bank	APP068884	2/3/2020	201013119	MVH-HEALTH/DENTAL	Med trf corp	3,279.62		
	VEN001537	Payroll	APP068937	2/4/2020	201013111	MVH-SALARY	sal	7,833.74	500000526	2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	201013120	MVH-FICA/MEDICARE	fica	454.51	500000526	2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	201013120	MVH-FICA/MEDICARE	med	106.30	500000526	2/4/2020
	VEN001537	Payroll	APP068937	2/4/2020	201013121	MVH-PERF	perf	1,112.39	500000526	2/4/2020
	VEN005450	ATC Group Services LLC	APP068944	2/4/2020	201013349	MVH-RESTRICT SERVICES	NTE Contract for On-Call Geo	0.00		
	VEN005450	ATC Group Services LLC	APP068944	2/4/2020	201013349	MVH-RESTRICT SERVICES	NTE Contract for On-Call Geo	2,264.20		
	Subtotal for Public Works							104,820.07		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)								104,820.07		

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Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN002842	Precision Concrete	APP068438	1/17/2020	202013432	LRS-SIDEWALK	Beacon Pointe Sidewalk	21,265.00		
VEN008023	Mary Reynolds	APP068439	1/17/2020	202013228	LRS-SIGNS AND POSTS	Reim for residents mailbox	72.45		
VEN006223	Sundown Gardens	APP068441	1/17/2020	202013474	LRS-CONSTRUCTION COST	RAB 186th and GPB	58,856.60		
VEN006223	Sundown Gardens	APP068441	1/17/2020	202013474	LRS-CONSTRUCTION COST	RAB 161st and Oakridge	78,836.90		
VEN005917	The Etica Group Inc	APP068551	1/23/2020	202013349	LRS-SERVICES	161st and Union	4,993.75		
VEN002038	USI Consultants Inc	APP068552	1/23/2020	202013349	LRS-SERVICES	Preliminary Engineering for 1	11,870.00		
VEN000921	Huston Electric	APP068661	1/27/2020	202013349	LRS-SERVICES	161st and Oak Ridge	500.00		
VEN000921	Huston Electric	APP068661	1/27/2020	202013349	LRS-SERVICES	161st and 31 overpass	1,277.00		
VEN001829	Stello Products Inc	APP068663	1/27/2020	202013228	LRS-SIGNS AND POSTS	Material for signs	14,273.46		
Subtotal for Public Works							191,945.16		
Subtotal for Fund 202 Local Road and Street (LRS)							191,945.16		
Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN005845	Kinetrex Energy	APP068126	1/7/2020	203012328	FIRE-GAS/HEAT	Gas	436.57	68071	1/13/2020
VEN005845	Kinetrex Energy	APP068126	1/7/2020	203012328	FIRE-GAS/HEAT	Gas	150.77	68071	1/13/2020
VEN005845	Kinetrex Energy	APP068126	1/7/2020	203012328	FIRE-GAS/HEAT	Gas	36.69	68071	1/13/2020
VEN000266	Bound Tree Medical	APP068128	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	687.60	68026	1/13/2020
VEN000065	Airgas Mid America	APP068129	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	25.64	68017	1/13/2020
VEN000065	Airgas Mid America	APP068130	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	142.29	68017	1/13/2020
VEN000065	Airgas Mid America	APP068131	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	114.90	68017	1/13/2020
VEN000065	Airgas Mid America	APP068132	1/7/2020	203012224	FIRE-OPERATING SUPPLIES		19.23	68017	1/13/2020
VEN000065	Airgas Mid America	APP068133	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	14.55	68017	1/13/2020
VEN000065	Airgas Mid America	APP068134	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	14.55	68017	1/13/2020
VEN000065	Airgas Mid America	APP068135	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	223.80	68017	1/13/2020
VEN001615	Public Safety Medical Services	APP068136	1/7/2020	203012354	FIRE-MEDICAL EXAMS/TEST	medical exams	447.18	68094	1/13/2020
VEN000903	Hoosier Fire Equipment	APP068137	1/7/2020	203012229	FIRE-UNIFORMS	jacket repair	70.00	68059	1/13/2020
VEN005587	Kronos Inc	APP068138	1/7/2020	203012349	FIRE-SERVICES	telestaff	182.79	68076	1/13/2020
VEN005587	Kronos Inc	APP068139	1/7/2020	203012349	FIRE-SERVICES	telestaff	253.20	68076	1/13/2020
VEN005587	Kronos Inc	APP068140	1/7/2020	203012349	FIRE-SERVICES	telestaff	1,871.40	68076	1/13/2020
VEN002353	Boldens Cleaners	APP068141	1/7/2020	203012349	FIRE-SERVICES	uniform cleaning	47.40	68024	1/13/2020

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203	Fire Operating										
	Fire										
		VEN004477	EFES	APP068143	1/7/2020	203012472	FIRE-EQUIP	equipment	544.01	68042	1/13/2020
		VEN001942	The Uniform House	APP068144	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	4.50	68110	1/13/2020
		VEN001942	The Uniform House	APP068145	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	82.28	68110	1/13/2020
		VEN001942	The Uniform House	APP068146	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	256.11	68110	1/13/2020
		VEN001942	The Uniform House	APP068147	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	9.00	68110	1/13/2020
		VEN001942	The Uniform House	APP068149	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	54.00	68110	1/13/2020
		VEN001942	The Uniform House	APP068150	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	44.72	68110	1/13/2020
		VEN001942	The Uniform House	APP068151	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	144.31	68110	1/13/2020
		VEN001942	The Uniform House	APP068152	1/7/2020	203012229	FIRE-UNIFORMS	uniforms	31.92	68110	1/13/2020
		VEN007814	Teleflex	APP068153	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	1,115.50	68107	1/13/2020
		VEN005006	Team Pride Athletic Apparel	APP068154	1/7/2020	203012229	FIRE-UNIFORMS	shoes	277.87	68106	1/13/2020
		VEN005006	Team Pride Athletic Apparel	APP068155	1/7/2020	203012229	FIRE-UNIFORMS	shoes	368.22	68106	1/13/2020
		VEN005006	Team Pride Athletic Apparel	APP068156	1/7/2020	203012229	FIRE-UNIFORMS	shoes	99.83	68106	1/13/2020
		VEN005006	Team Pride Athletic Apparel	APP068157	1/7/2020	203012229	FIRE-UNIFORMS	shoes	96.83	68106	1/13/2020
		VEN001846	Stoops Freightliner	APP068158	1/7/2020	203012360	FIRE-VEHICLE MAINT	e-82	101.83	68104	1/13/2020
		VEN000682	Fastenal	APP068159	1/7/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint. supply	2.48	68045	1/13/2020
		VEN001849	Stryker Sales	APP068160	1/7/2020	203012360	FIRE-VEHICLE MAINT		141.45	68105	1/13/2020
		VEN001666	Reynolds Farm Equipment	APP068161	1/7/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint.	65.70	68097	1/13/2020
		VEN006489	Wonderlic Inc	APP068163	1/7/2020	203012350	FIRE-SUBSCRIPTIONS/DUE	HIRING LICENSE	2,400.00	68118	1/13/2020
		VEN002028	UPS	APP068164	1/7/2020	203012333	FIRE-POSTAGE	shippin	4.17	68113	1/13/2020
		VEN005980	Fire Services Inc	APP068165	1/7/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint.	694.79	68047	1/13/2020
		VEN001537	Payroll	APP068169	1/7/2020	203012111	FIRE-SALARY	sal	188,044.62	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	203012119	FIRE-HEALTH/DENTAL	hsa	750.00	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	203012120	FIRE-FICA AND MEDICARE	fica	11,025.62	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	203012120	FIRE-FICA AND MEDICARE	med	2,564.22	500000514	1/7/2020
		VEN001537	Payroll	APP068169	1/7/2020	203012121	FIRE-PERF	perf	33,740.82	500000514	1/7/2020
		VEN001537	Payroll	APP068171	1/7/2020	203012111	FIRE-SALARY	sal	3,106.90	500000515	1/7/2020
		VEN001537	Payroll	APP068171	1/7/2020	203012120	FIRE-FICA AND MEDICARE	fica	192.63	500000515	1/7/2020
		VEN001537	Payroll	APP068171	1/7/2020	203012120	FIRE-FICA AND MEDICARE	med	45.05	500000515	1/7/2020
		VEN000065	Airgas Mid America	APP068175	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	8.14	68120	1/13/2020
		VEN000065	Airgas Mid America	APP068176	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	o2	27.37	68120	1/13/2020
		VEN005587	Kronos Inc	APP068177	1/7/2020	203012349	FIRE-SERVICES	telestaff	1,871.40	68076	1/13/2020

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN002613	Ermco Inc	APP068178	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	circuit for new water heater	186.00	68044	1/13/2020
VEN000266	Bound Tree Medical	APP068180	1/7/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	879.58	68026	1/13/2020
VEN005584	The Accumed Group	APP068181	1/7/2020	203012349	FIRE-SERVICES	ems billing	3,935.89	68109	1/13/2020
VEN005759	IMPD	APP068182	1/7/2020	203012334	FIRE-TRAVEL/TRAINING/SE	IMPD leadership academy se	4,000.00	68063	1/13/2020
VEN002336	Citizens Westfield	APP068183	1/7/2020	203012342	FIRE-WATER/SEWER	fd side water/sewage	312.50	68034	1/13/2020
VEN001417	Napa Auto Parts	APP068184	1/7/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint.	551.20	68087	1/13/2020
VEN005581	Newton Oil Company	APP068214	1/7/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,325.12	68088	1/13/2020
VEN000644	Enviro-max Inc	APP068227	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	Sta 83 PM	1,005.00	68043	1/13/2020
VEN000644	Enviro-max Inc	APP068227	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	Sta 82 PM	528.00	68043	1/13/2020
VEN000301	Buckeye Power Sales Co	APP068228	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	Service on generator	215.00	68028	1/13/2020
VEN000301	Buckeye Power Sales Co	APP068228	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	Service on generator	240.00	68028	1/13/2020
VEN000301	Buckeye Power Sales Co	APP068228	1/7/2020	203012343	FIRE-BUILDING MAINTENAN	Service on generator	95.00	68028	1/13/2020
VEN001817	Spill 911 Inc	APP068230	1/7/2020	203012242	FIRE-HAZMAT	loose-dri	817.60	68121	1/13/2020
VEN001341	MES-Indiana	APP068231	1/7/2020	203012229	FIRE-UNIFORMS	boots	372.19	68081	1/13/2020
VEN001846	Stoops Freightliner	APP068232	1/7/2020	203012360	FIRE-VEHICLE MAINT	e-82	53.99	68104	1/13/2020
VEN007352	Gear Wash LLC	APP068233	1/7/2020	203012229	FIRE-UNIFORMS	UNIFORM REPAIR	274.31	68051	1/13/2020
VEN002123	Westfield-Washington Schools	APP068237	1/7/2020	203012223	FIRE-OFFICE SUPPLIES	Paper	26.25	68117	1/13/2020
VEN000534	Delta Dental	APP068304	1/9/2020	203012119	FIRE-HEALTH/DENTAL	Dental Ins	4,051.62	68013	1/9/2020
VEN002336	Citizens Westfield	APP068317	1/10/2020	203012342	FIRE-WATER/SEWER	Sta 83 water	469.26	68034	1/13/2020
VEN002336	Citizens Westfield	APP068319	1/10/2020	203012328	FIRE-GAS/HEAT	Sta 83 gas	240.78	68034	1/13/2020
VEN002727	Steve Miller	APP068369	1/14/2020	203012229	FIRE-UNIFORMS	shoe reimbursement	50.00	68123	1/14/2020
VEN002336	Citizens Westfield	APP068370	1/14/2020	203012328	FIRE-GAS/HEAT	Gas	496.48	68124	1/14/2020
VEN000644	Enviro-max Inc	APP068388	1/15/2020	203012343	FIRE-BUILDING MAINTENAN	PM on HVAC	1,075.50		
VEN006541	EMS Technology Solutions	APP068390	1/15/2020	203012349	FIRE-SERVICES	Operative IQ	6,360.00		
VEN001942	The Uniform House	APP068391	1/15/2020	203012229	FIRE-UNIFORMS	uniforms	44.72		
VEN000266	Bound Tree Medical	APP068392	1/15/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	617.09		
VEN002028	UPS	APP068393	1/15/2020	203012333	FIRE-POSTAGE	postage	8.11		
VEN000065	Airgas Mid America	APP068394	1/15/2020	203012224	FIRE-OPERATING SUPPLIES	o2	158.46		
VEN000065	Airgas Mid America	APP068395	1/15/2020	203012224	FIRE-OPERATING SUPPLIES	o2	231.06		
VEN000065	Airgas Mid America	APP068396	1/15/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	118.53		
VEN000483	Cummins Crosspoint LLC	APP068397	1/15/2020	203012360	FIRE-VEHICLE MAINT	adapter	318.47		
VEN001341	MES-Indiana	APP068398	1/15/2020	203012229	FIRE-UNIFORMS	leather gloves	2,903.97		

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203	Fire Operating										
	Fire										
		VEN005980	Fire Services Inc	APP068399	1/15/2020	203012360	FIRE-VEHICLE MAINT	fuel cap	74.66		
		VEN007352	Gear Wash LLC	APP068400	1/15/2020	203012229	FIRE-UNIFORMS	repair	64.00		
		VEN007352	Gear Wash LLC	APP068401	1/15/2020	203012229	FIRE-UNIFORMS	shipping for invoice 15762	14.38		
		VEN002048	Vectren	APP068405	1/15/2020	203012328	FIRE-GAS/HEAT	Sta 82	115.60	68127	1/15/2020
		VEN005845	Kinetrex Energy	APP068408	1/15/2020	203012328	FIRE-GAS/HEAT	Gas	559.72	68126	1/15/2020
		VEN005845	Kinetrex Energy	APP068408	1/15/2020	203012328	FIRE-GAS/HEAT	Gas	218.34	68126	1/15/2020
		VEN005845	Kinetrex Energy	APP068408	1/15/2020	203012328	FIRE-GAS/HEAT	Gas	91.03	68126	1/15/2020
		VEN007062	McGriff Insurance	APP068413	1/16/2020	203012339	FIRE-INSURANCE	Excess Liabl and Cyber Cover	3,621.98	68129	1/16/2020
		VEN008029	Liberty Mutual Insurance	APP068419	1/16/2020	203012339	FIRE-INSURANCE	Deposit and 2nd inst Jan rene	14,214.47	68130	1/16/2020
		VEN000513	DavisVision	APP068467	1/21/2020	203012119	FIRE-HEALTH/DENTAL	Vision Ins	799.12	68132	1/21/2020
		VEN008075	Anthem Bank	APP068491	1/22/2020	203012119	FIRE-HEALTH/DENTAL	Medical Transfer	70,610.62	500000521	1/22/2020
		VEN000589	Duke Energy	APP068498	1/22/2020	203012341	FIRE-ELECTRIC	Electric	2,080.78	68134	1/22/2020
		VEN000589	Duke Energy	APP068498	1/22/2020	203012341	FIRE-ELECTRIC	Electric	871.63	68134	1/22/2020
		VEN000589	Duke Energy	APP068498	1/22/2020	203012341	FIRE-ELECTRIC	Electric	670.05	68134	1/22/2020
		VEN000589	Duke Energy	APP068498	1/22/2020	203012346	FIRE-TORNADO SIREN	Sirens	63.07	68134	1/22/2020
		VEN001676	Riverview Hospital	APP068508	1/22/2020	203012119	FIRE-HEALTH/DENTAL	Dec Clinic hrs	4,731.57	68135	1/22/2020
		VEN001537	Payroll	APP068522	1/21/2020	203012111	FIRE-SALARY	sal	202,647.24	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	203012120	FIRE-FICA AND MEDICARE	FICA	11,899.05	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	203012120	FIRE-FICA AND MEDICARE	MED	2,750.91	500000522	1/21/2020
		VEN001537	Payroll	APP068522	1/21/2020	203012121	FIRE-PERF	PERF	32,799.25	500000522	1/21/2020
		VEN002336	Citizens Westfield	APP068538	1/22/2020	203012342	FIRE-WATER/SEWER	Fire Service Charges	92.00	68136	1/22/2020
		VEN008077	Everitt Fire Pump Service	APP068616	1/24/2020	203012229	FIRE-UNIFORMS	Shoaf shoes	40.00		
		VEN008077	Everitt Fire Pump Service	APP068617	1/24/2020	203012360	FIRE-VEHICLE MAINT	eng 80	462.50		
		VEN006285	Ceres Solutions Cooperative	APP068618	1/24/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	823.80		
		VEN006285	Ceres Solutions Cooperative	APP068619	1/24/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	927.14		
		VEN005980	Fire Services Inc	APP068620	1/24/2020	203012360	FIRE-VEHICLE MAINT	I-81	25.04		
		VEN000903	Hoosier Fire Equipment	APP068621	1/24/2020	203012360	FIRE-VEHICLE MAINT	pumper testing	1,925.00		
		VEN005980	Fire Services Inc	APP068622	1/24/2020	203012360	FIRE-VEHICLE MAINT	fuel tank parts	405.13		
		VEN001846	Stoops Freightliner	APP068623	1/24/2020	203012360	FIRE-VEHICLE MAINT	I-81	93.02		
		VEN006666	SG Collaborative Soutions	APP068624	1/24/2020	203012349	FIRE-SERVICES	LMS annual subscription	2,000.00		
		VEN001666	Reynolds Farm Equipment	APP068625	1/24/2020	203012360	FIRE-VEHICLE MAINT	I-81	80.92		
		VEN001050	IU Health Ball Memorial Hospital	APP068626	1/24/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	258.00		

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203	Fire Operating										
	Fire										
		VEN000065	Airgas Mid America	APP068627	1/24/2020	203012224	FIRE-OPERATING SUPPLIES	o2	19.23		
		VEN000065	Airgas Mid America	APP068628	1/24/2020	203012224	FIRE-OPERATING SUPPLIES	o2	12.82		
		VEN007441	Conway Shields	APP068629	1/24/2020	203012229	FIRE-UNIFORMS	shields	1,703.00		
		VEN000266	Bound Tree Medical	APP068630	1/24/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	46.25		
		VEN005581	Newton Oil Company	APP068652	1/27/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,274.60		
		VEN006426	DISA Inc	APP068654	1/27/2020	203012354	FIRE-MEDICAL EXAMS/TEST	Drug testing	51.50		
		VEN000469	Crawford Water Care	APP068669	1/27/2020	203012343	FIRE-BUILDING MAINTENAN	station 82 building maint.	173.00		
		VEN002148	Witmer Public Safety Group	APP068670	1/27/2020	203012229	FIRE-UNIFORMS		238.32		
		VEN000903	Hoosier Fire Equipment	APP068671	1/27/2020	203012229	FIRE-UNIFORMS	helmets	898.45		
		VEN004479	Symetra Life Insurance	APP068797	1/31/2020	203012119	FIRE-HEALTH/DENTAL	Life Ins	224.57	68145	1/31/2020
		VEN000534	Delta Dental	APP068800	1/31/2020	203012119	FIRE-HEALTH/DENTAL	Dental Ins	3,966.16	68144	1/31/2020
		VEN001942	The Uniform House	APP068818	2/3/2020	203012229	FIRE-UNIFORMS	uniforms	11.25		
		VEN000903	Hoosier Fire Equipment	APP068828	2/3/2020	203012472	FIRE-EQUIP	sledge hammer	59.30		
		VEN000659	ESO Solutions	APP068829	2/3/2020	203012334	FIRE-TRAVEL/TRAINING/SE	ESO Training Academy regist	799.00		
		VEN002086	WATEROUS	APP068830	2/3/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint	559.04		
		VEN000266	Bound Tree Medical	APP068831	2/3/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	606.00		
		VEN000266	Bound Tree Medical	APP068832	2/3/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	1,249.67		
		VEN000065	Airgas Mid America	APP068833	2/3/2020	203012224	FIRE-OPERATING SUPPLIES	o2	12.82		
		VEN006285	Ceres Solutions Cooperative	APP068834	2/3/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,041.35		
		VEN007355	IMS Alliance	APP068835	2/3/2020	203012229	FIRE-UNIFORMS	name tags	102.00		
		VEN006285	Ceres Solutions Cooperative	APP068836	2/3/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	802.70		
		VEN007925	National Asso of Fire Investigators	APP068838	2/3/2020	203012350	FIRE-SUBSCRIPTIONS/DUE	NAFI membership dues	65.00		
		VEN005587	Kronos Inc	APP068839	2/3/2020	203012349	FIRE-SERVICES	telestaff	1,871.40		
		VEN000903	Hoosier Fire Equipment	APP068840	2/3/2020	203012229	FIRE-UNIFORMS	boots	382.00		
		VEN005980	Fire Services Inc	APP068841	2/3/2020	203012360	FIRE-VEHICLE MAINT	check ladder cables	1,699.11		
		VEN000345	Cave and Company Printing	APP068842	2/3/2020	203012337	FIRE-PRINTING	business cards for FRP	146.76		
		VEN000682	Fastenal	APP068843	2/3/2020	203012360	FIRE-VEHICLE MAINT	vehicle maint. supply	99.59		
		VEN006232	TurnoutRental	APP068844	2/3/2020	203012229	FIRE-UNIFORMS	new hire coat and pants	2,320.00		
		VEN004477	EFES	APP068845	2/3/2020	203012472	FIRE-EQUIP	repair kit for chain sharpening	47.19		
		VEN008075	Anthem Bank	APP068884	2/3/2020	203012119	FIRE-HEALTH/DENTAL	Med trf corp	73,568.57		
		VEN006328	First Person	APP068906	2/3/2020	203012119	FIRE-HEALTH/DENTAL	Annual fee 2020 Health Snap	1,957.00		
		VEN002123	Westfield-Washington Schools	APP068907	2/3/2020	203012223	FIRE-OFFICE SUPPLIES	Paper	52.50		

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Fund No. Fund Name									
203	Fire Operating								
	Fire								
VEN001537	Payroll	APP068937	2/4/2020	203012111	FIRE-SALARY	sal	209,770.49	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	203012111	FIRE-SALARY	fire ltd plan	2,537.69	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	203012120	FIRE-FICA AND MEDICARE	fica	12,389.08	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	203012120	FIRE-FICA AND MEDICARE	med	2,865.52	500000526	2/4/2020
VEN001537	Payroll	APP068937	2/4/2020	203012121	FIRE-PERF	perf	34,928.12	500000526	2/4/2020
VEN002336	Citizens Westfield	APP068992	2/4/2020	203012342	FIRE-WATER/SEWER	Sta 82	223.54		
Subtotal for Fire							999,421.14		
Subtotal for Fund 203 Fire Operating							999,421.14		
Fund No. Fund Name									
204	Park Impact								
	Public Works								
VEN002019	United Consulting	APP068481	1/21/2020	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 20% match	3,198.42		
Subtotal for Public Works							3,198.42		
Subtotal for Fund 204 Park Impact							3,198.42		
Fund No. Fund Name									
206	Parks Programming/Events								
	Parks								
VEN000345	Cave and Company Printing	APP068774	1/31/2020	206005347	PARKS PROGRAM-PROMOT	Melt the Trails Cards	268.66		
VEN006284	KidZone Party Rentals	APP068777	1/31/2020	206005347	PARKS PROGRAM-PROMOT	Daddy Daughter Dance April	325.00		
VEN006284	KidZone Party Rentals	APP068778	1/31/2020	206005347	PARKS PROGRAM-PROMOT	Daddy Daughter Dance April	325.00		
VEN006284	KidZone Party Rentals	APP068779	1/31/2020	206005347	PARKS PROGRAM-PROMOT	WIL deposit	347.50		
VEN002205	Big Bounce Fun House Rentals	APP068780	1/31/2020	206005347	PARKS PROGRAM-PROMOT	WIL deposit	487.25		
VEN006284	KidZone Party Rentals	APP068911	2/3/2020	206005347	PARKS PROGRAM-PROMOT	Touch a Truck deposti	712.50		
VEN006284	KidZone Party Rentals	APP068912	2/3/2020	206005347	PARKS PROGRAM-PROMOT	Grand Fall Fest	250.00		
VEN000345	Cave and Company Printing	APP068913	2/3/2020	206005347	PARKS PROGRAM-PROMOT	Grand Games Rack Cards	119.75		
Subtotal for Parks							2,835.66		
Subtotal for Fund 206 Parks Programming/Events							2,835.66		

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Fund No. Fund Name									
239	Law Enforcement								
Police									
VEN001052	Indiana University	APP068117	1/7/2020	239002334	LAW ENFORCE-TRAVEL/TR	Tuition - L. Carter	3,065.87	68011	1/7/2020
VEN001052	Indiana University	APP068118	1/7/2020	239002334	LAW ENFORCE-TRAVEL/TR	Tuition - Hollowell	2,367.33	68012	1/7/2020
VEN003289	ICPC	APP068119	1/7/2020	239002334	LAW ENFORCE-TRAVEL/TR	Chaplain Conference - Krupsk	280.00	68061	1/13/2020
VEN004465	Precision Arms of Indiana	APP068728	1/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Magazines, Slings, Ammo	18,941.88		
VEN001178	Kiesler's Police Supply	APP068729	1/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Lithium Batteries	2,860.74		
VEN001178	Kiesler's Police Supply	APP068737	1/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Ammo & Aimpoint Optics	11,985.85		
Subtotal for Police							39,501.67		
Subtotal for Fund 239 Law Enforcement							39,501.67		
Fund No. Fund Name									
250	Golf Cart								
Police									
VEN000480	CSI Signs	APP068733	1/29/2020	250002337	GOLF CART-PRINTING	Golf Cart Permits	320.00		
Subtotal for Police							320.00		
Subtotal for Fund 250 Golf Cart							320.00		
Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
Public Works									
VEN001710	RQAW Corp	APP068303	1/9/2020	264013349	ROAD IMPACT-SERVICES	151st & Towne Road RAB - D	1,787.32	68098	1/13/2020
VEN005929	WSP USA Inc	APP068449	1/9/2020	264013349	ROAD IMPACT-SERVICES	Supplemental No. 1 for Additi	8,479.95		
VEN005929	WSP USA Inc	APP068449	1/9/2020	264013349	ROAD IMPACT-SERVICES	Supplemental No. 2 for Additi	7,962.05		
VEN002019	United Consulting	APP068479	1/21/2020	264013349	ROAD IMPACT-SERVICES	Towne Road Inspection - Incr	9,274.72		
VEN000961	Indiana Dept Of Transportation	APP068747	1/30/2020	264013474	ROAD IMPACT-CONSTRUCT	Kinsey Ave over Grassy Branc	231,000.00		
VEN000103	American Structurepoint Inc	APP068755	1/30/2020	264013349	ROAD IMPACT-SERVICES	Jersey Street Extension Preli	3,740.00		
VEN000103	American Structurepoint Inc	APP068756	1/30/2020	264013349	ROAD IMPACT-SERVICES	SR 32 Reconstruction Prelimi	56,494.80		
VEN000010	A and F Engineering	APP068762	1/30/2020	264013349	ROAD IMPACT-SERVICES	SR 32 and Wheeler Intersecti	13,017.50		
VEN000103	American Structurepoint Inc	APP068929	2/4/2020	264013349	ROAD IMPACT-SERVICES	East Street North Ext - PE and	27,906.50		
VEN005929	WSP USA Inc	APP068930	2/4/2020	264013349	ROAD IMPACT-SERVICES	Supplemental No. 2 for Additi	8,500.00		
Subtotal for Public Works							368,162.84		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							368,162.84		

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Fund No. Fund Name									
269	Training Facility Center								
Public Safety (Police and Fire)									
VEN005845	Kinetrex Energy	APP068126	1/7/2020	269014328	TRAINING FAC-HEAT/GAS	Gas	71.39	68071	1/13/2020
VEN000644	Enviro-max Inc	APP068227	1/7/2020	269014343	TRAINING FAC-BUILDING M	Training Facility PM	150.00	68043	1/13/2020
VEN006043	ReadyRefresh by Nestle	APP068234	1/7/2020	269014349	TRAINING FAC-SERVICES	WATER DELIVERY	41.44	68096	1/13/2020
VEN006043	ReadyRefresh by Nestle	APP068235	1/7/2020	269014349	TRAINING FAC-SERVICES	WATER DELIVERY	48.57	68096	1/13/2020
VEN002048	Vectren	APP068406	1/15/2020	269014328	TRAINING FAC-HEAT/GAS	Gas	78.43	68128	1/15/2020
VEN000434	Comcast Cable	APP068407	1/15/2020	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	294.64	68125	1/15/2020
VEN005845	Kinetrex Energy	APP068408	1/15/2020	269014328	TRAINING FAC-HEAT/GAS	Gas	95.68	68126	1/15/2020
VEN000589	Duke Energy	APP068498	1/22/2020	269014341	TRAINING FAC-ELECTRIC	Electric	500.23	68134	1/22/2020
VEN000405	Citizens Energy Group	APP068665	1/27/2020	269014342	TRAINING FAC-WATER/SE	Training Facility water	29.96	68140	1/27/2020
VEN002191	City of Noblesville Utilities	APP068991	2/4/2020	269014342	TRAINING FAC-WATER/SE	Sewer Training Facility	18.89		
Subtotal for Public Safety (Police and Fire)							1,329.23		
Subtotal for Fund 269 Training Facility Center							1,329.23		
Fund No. Fund Name									
301	Eastside TIF								
RDC									
VEN006501	Texas Capital Bank	APP068745	1/30/2020	301018380	EASTSIDE TIF PRINCIPAL P	Bond 2017	60,000.00		
VEN006501	Texas Capital Bank	APP068745	1/30/2020	301018381	EASTSIDE TIF INTEREST P	Bond 2017	66,917.50		
VEN001469	O W Krohn and Associates	APP068895	2/3/2020	301018349	EASTSIDE TIF SERVICES	December services	2,275.00		
Subtotal for RDC							129,192.50		
Subtotal for Fund 301 Eastside TIF							129,192.50		
Fund No. Fund Name									
305	Grand Junction TIF								
RDC									
VEN001469	O W Krohn and Associates	APP068895	2/3/2020	305018349	GRAND JUNCTION TIF-SER	December services	127.50		
Subtotal for RDC							127.50		
Subtotal for Fund 305 Grand Junction TIF							127.50		
Fund No. Fund Name									
309	Eagletown TIF								
RDC									
VEN001469	O W Krohn and Associates	APP068895	2/3/2020	309018349	EAGLETOWN TIF SERVICES	December services	945.00		

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Fund No. Fund Name									
309	Eagletown TIF								
RDC									
VEN001469	O W Krohn and Associates	APP068895	2/3/2020	309018349	EAGLETOWN TIF SERVICES	December services	60.00		
Subtotal for RDC							1,005.00		
Subtotal for Fund 309 Eagletown TIF							1,005.00		
Fund No. Fund Name									
318	Gigabit Broadband TIF								
RDC									
VEN000920	Huntington National Bank	APP068655	1/27/2020	318018381	GIGABIT BROADBAND INTE	Bond Series 2015 Metro Fiber	89,542.38	500000778	1/27/2020
Subtotal for RDC							89,542.38		
Subtotal for Fund 318 Gigabit Broadband TIF							89,542.38		
Fund No. Fund Name									
346	Go Bond 2018								
Public Works									
VEN008026	RCS-Westfield LLC	APP068448	1/15/2020	346013474	GO BOND 2018 PW CONST	East Street North Extension -	3,475.00		
VEN000839	Hamilton County Clerk	APP068514	1/22/2020	346013474	GO BOND 2018 PW CONST	Pierce 2180 and 2020 East 19	662,000.00		
VEN008021	Lou Ann Pierce	APP068758	1/30/2020	346013474	GO BOND 2018 PW CONST	East St North Ext - Parcel 3 -	2,500.00		
VEN008074	Kevin Huff	APP068759	1/30/2020	346013474	GO BOND 2018 PW CONST	East Street North Ext - Parcel	11,405.00		
VEN008078	Aurora Investment LLC	APP068760	1/30/2020	346013474	GO BOND 2018 PW CONST	East St North Ext - Parcel 18	21,880.00		
VEN008092	Dellen Chrysler Dodge Jeep	APP068791	1/31/2020	346013473	GO BOND 2018 PW VEHICL	2020 RAM truck	25,598.00		
Subtotal for Public Works							726,858.00		
Subtotal for Fund 346 Go Bond 2018							726,858.00		
Fund No. Fund Name									
348	GO Bond 2019								
Police									
VEN000094	American Eagle Equipment	APP068108	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068108	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068108	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068109	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068109	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020

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Fund No. Fund Name									
348	GO Bond 2019								
	Police								
VEN000094	American Eagle Equipment	APP068109	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068110	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068110	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068110	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068111	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068111	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068111	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068112	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068112	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068112	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068113	1/7/2020	348002472	GO BOND 2019 PD EQUIP	Up-Fit New Vehicles	7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068113	1/7/2020	348002472	GO BOND 2019 PD EQUIP	Up-Fit New Vehicles	7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068113	1/7/2020	348002472	GO BOND 2019 PD EQUIP	Up-Fit New Vehicles	7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068114	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN000094	American Eagle Equipment	APP068114	1/7/2020	348002472	GO BOND 2019 PD EQUIP		7,975.59	68018	1/13/2020
VEN001168	Kelley Chevrolet	APP068115	1/7/2020	348002473	GO BOND 2019 PD VEHICLE		389,620.00	68070	1/13/2020
VEN001168	Kelley Chevrolet	APP068115	1/7/2020	348002473	GO BOND 2019 PD VEHICLE		247,940.00	68070	1/13/2020
VEN007761	Major Automotive Installations	APP068116	1/7/2020	348002472	GO BOND 2019 PD EQUIP		11,774.07	68080	1/13/2020
VEN004465	Precision Arms of Indiana	APP068728	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Shotguns, Night Sights, 9mm	48,278.87		
VEN001178	Kiesler's Police Supply	APP068729	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Locating Keys for Glock	4,165.00		
VEN002088	Webb Effects	APP068730	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Vehicle Graphics	11,700.00		
VEN008080	MPH Industries	APP068731	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Radars, Antennas...	17,780.00		
VEN006333	Axon Enterprise Inc	APP068732	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Tasers	17,910.00		
VEN003733	StopTech	APP068740	1/29/2020	348002472	GO BOND 2019 PD EQUIP	Stop Sticks	4,759.00		
	Subtotal for Police						913,438.74		
	Fire								
VEN007709	MacQueen Equipment	APP068837	2/3/2020	348012472	GO BOND 2019 FD EQUIP	air bags	11,091.23		
VEN007709	MacQueen Equipment	APP068846	2/3/2020	348012472	GO BOND 2019 FD EQUIP	equipment	50,087.01		
	Subtotal for Fire						61,178.24		
	Subtotal for Fund 348 GO Bond 2019						974,616.98		

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Fund No.	Fund Name								
361	Grand Junction Ban Construction								
	Public Works								
VEN002234	Land Collective LLC	APP068790	1/31/2020	361013349	GRAND JUN BAN CONST-C	GJP CA bidding	9,970.03		
VEN008079	F A Wilhelm Construction Co	APP068806	1/29/2020	361013474	GRAND JUNC BAN CONST-	GMP #1 as approved by RDC	275,289.57		
	Subtotal for Public Works						285,259.60		
	Subtotal for Fund 361 Grand Junction Ban Construction						285,259.60		
Fund No.	Fund Name								
557	Kinsey Ave Widen Grant								
	Public Works								
VEN001788	Shrewsberry and Associates LLC	APP068389	1/13/2020	557013349	KINSEY AVE GRANT SERV	Kinsey Avenue Culvert Utility	219.66		
VEN001788	Shrewsberry and Associates LLC	APP068389	1/13/2020	557013349	KINSEY AVE GRANT SERV	Kinsey Avenue Culvert Hydrau	3,199.63		
	Subtotal for Public Works						3,419.29		
	Subtotal for Fund 557 Kinsey Ave Widen Grant						3,419.29		
Fund No.	Fund Name								
565	151st and Towne Rd Grant								
	Public Works								
VEN001710	RQAW Corp	APP068303	1/9/2020	565013349	151ST AND TOWNE RD GR	151st & Towne Road RAB - D	7,149.28	68098	1/13/2020
	Subtotal for Public Works						7,149.28		
	Subtotal for Fund 565 151st and Towne Rd Grant						7,149.28		
Fund No.	Fund Name								
568	Westfield Blvd Connector								
	Public Works								
VEN000159	Cardno Inc	APP068375	1/13/2020	568013349	WESTFLD BLVD CONN GRA	WBC - Mitigation Contract	7,260.00		
	Subtotal for Public Works						7,260.00		
	Subtotal for Fund 568 Westfield Blvd Connector						7,260.00		
Fund No.	Fund Name								
584	Monon 5 Bridge O 32 Grant								
	Public Works								
VEN002019	United Consulting	APP068481	1/21/2020	584013349	MONON 5 BRIDGE 32 GRAN	Monon 5 - CE 80% reimbursa	12,793.70		
	Subtotal for Public Works						12,793.70		
	Subtotal for Fund 584 Monon 5 Bridge O 32 Grant						12,793.70		

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Fund No. Fund Name									
597	MPO 186th-Springmill Grant								
	Public Works								
VEN002019	United Consulting	APP068478	1/21/2020	597013349	MPO 186TH-SPRINGMILL GR	CE Contract (Inspection) for 1	2,880.28		
	Subtotal for Public Works						2,880.28		
	Subtotal for Fund 597 MPO 186th-Springmill Grant						2,880.28		
Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN001666	Reynolds Farm Equipment	APP068103	1/7/2020	640015472	SPORTS CAMPUS-EQUIPME	John Deere Sprayer	31,504.06	2822	1/13/2020
VEN006676	Premier Tourism Marketing	APP068104	1/7/2020	640015337	SPORTS CAMPUS-PRINTIN	Sports Planning Guide Place	1,655.00	2821	1/13/2020
VEN002613	Ermco Inc	APP068105	1/7/2020	640015349	SPORTS CAMPUS-SERVICE	Colts Camp	22,525.00	2815	1/13/2020
VEN001537	Payroll	APP068167	1/7/2020	640015111	SPORTS CAMPUS-SALARY	sal	9,446.09	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	561.46	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640015120	SPORTS CAMPUS-FICA/ME	med	131.29	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640015121	SPORTS CAMPUS-PERF	perf	1,288.01	100000106	1/8/2020
VEN005403	BrightView Landscapes LLC	APP068241	1/7/2020	640015349	SPORTS CAMPUS-SERVICE	GP Blvd and Syn field tree pla	3,470.94	2812	1/13/2020
VEN000534	Delta Dental	APP068307	1/9/2020	640015119	SPORTS CAMPUS-HEALTH/	Dental Ins	233.50	2810	1/9/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Water Field	395.60	2814	1/13/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer Field	406.98	2814	1/13/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Water Diam	527.08	2814	1/13/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer Diam	542.64	2814	1/13/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Water General	131.48	2814	1/13/2020
VEN002336	Citizens Westfield	APP068315	1/10/2020	640015342	SPORTS CAMPUS-WAT SE	Sewer General	222.04	2814	1/13/2020
VEN007062	McGriff Insurance	APP068414	1/16/2020	640015339	SPORTS CAMPUS-INSURAN	Excess Liab and Cyber Cover	554.67	2826	1/16/2020
VEN007062	McGriff Insurance	APP068414	1/16/2020	640015339	SPORTS CAMPUS-INSURAN	Excess Liab and Cyber Cover	677.93	2826	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068418	1/16/2020	640015339	SPORTS CAMPUS-INSURAN	Deposit and 2nd inst Jan rene	2,176.82	2827	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068418	1/16/2020	640015339	SPORTS CAMPUS-INSURAN	Deposit and 2nd inst Jan rene	2,660.56	2827	1/16/2020
VEN000513	DavisVision	APP068464	1/21/2020	640015119	SPORTS CAMPUS-HEALTH/	Vision Ins	42.54	2828	1/21/2020
VEN008075	Anthem Bank	APP068492	1/22/2020	640015119	SPORTS CAMPUS-HEALTH/	Medical Transfer	4,441.36	100000108	1/22/2020
VEN000589	Duke Energy	APP068497	1/22/2020	640015341	SPORTS CAMPUS-ELECTRI	Diam	3,965.97	2830	1/22/2020
VEN000589	Duke Energy	APP068497	1/22/2020	640015341	SPORTS CAMPUS-ELECTRI	Field	4,308.06	2830	1/22/2020
VEN000589	Duke Energy	APP068497	1/22/2020	640015341	SPORTS CAMPUS-ELECTRI	General	4,654.45	2830	1/22/2020
VEN001676	Riverview Hospital	APP068510	1/22/2020	640015119	SPORTS CAMPUS-HEALTH/	Dec Clinic Hours	275.09	2831	1/22/2020

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Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
VEN001537	Payroll	APP068520	1/21/2020	640015111	SPORTS CAMPUS-SALARY	sal	11,304.59	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	676.69	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640015120	SPORTS CAMPUS-FICA/ME	med	158.27	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640015121	SPORTS CAMPUS-PERF	perf	1,288.01	100000107	1/22/2020
VEN003729	Metronet	APP068541	1/22/2020	640015224	SPORTS CAMPUS-OPERATI	Field	59.75	2832	1/22/2020
VEN003729	Metronet	APP068541	1/22/2020	640015224	SPORTS CAMPUS-OPERATI	Diam	59.75	2832	1/22/2020
VEN004479	Symetra Life Insurance	APP068798	1/31/2020	640015119	SPORTS CAMPUS-HEALTH/	Life Ins	16.25	2834	1/31/2020
VEN000534	Delta Dental	APP068803	1/31/2020	640015119	SPORTS CAMPUS-HEALTH/	Dental Ins	233.50	2833	1/31/2020
VEN001637	Ray's Trash Service	APP068852	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Trash	750.00		
VEN001666	Reynolds Farm Equipment	APP068855	2/3/2020	640015224	SPORTS CAMPUS-OPERATI	Tines	463.60		
VEN001666	Reynolds Farm Equipment	APP068855	2/3/2020	640015472	SPORTS CAMPUS-EQUIPME	Tractor weights	704.43		
VEN002228	Indiana Sports Properties	APP068857	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Commission	1,136.36		
VEN008028	Ground Penetrating Radar Systems LLC	APP068858	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Ground scanning	1,400.00		
VEN000970	Indiana Golf Car	APP068859	2/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Repair	307.45		
VEN000910	HP Products	APP068860	2/3/2020	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	183.81		
VEN005403	BrightView Landscapes LLC	APP068861	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Rec Field aerate	450.00		
VEN005403	BrightView Landscapes LLC	APP068862	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Dec Janitorial	3,191.38		
VEN007659	eventbooking LLC	APP068864	2/3/2020	640015389	SPORTS CAMPUS-APP/LICE	2020 fee for calendar booking	6,375.00		
VEN001637	Ray's Trash Service	APP068868	2/3/2020	640015349	SPORTS CAMPUS-SERVICE	Trash	750.00		
VEN006537	Total Marketing Group LLC	APP068872	2/3/2020	640015331	SPORT CAMPUS-CONSULTI	GP Fan Guide ad sales	839.10		
VEN000304	Bullseye Fence Design Inc	APP068873	2/3/2020	640015474	SPORTS CAMPUS-CONSTR	Fence repair	2,185.00		
VEN006328	First Person	APP068875	2/3/2020	640015119	SPORTS CAMPUS-HEALTH/	Annual Fee for 2020 Health S	138.00		
VEN008075	Anthem Bank	APP068886	2/3/2020	640015119	SPORTS CAMPUS-HEALTH/	Med trf outdoor	5,022.23	100000109	2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640015111	SPORTS CAMPUS-SALARY	sal outdoor	13,626.25	100000110	2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640015120	SPORTS CAMPUS-FICA/ME	fica	820.40	100000110	2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640015120	SPORTS CAMPUS-FICA/ME	med	191.87	100000110	2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640015121	SPORTS CAMPUS-PERF	perf	1,656.66	100000110	2/4/2020
	Subtotal for Grand Park						150,786.97		
	Sport Campus Indoor Event Ctr								
VEN007984	Grand Stand Sports Pub	APP068097	1/7/2020	640023347	GP INDOOR-PROMOTION	GP Holiday Party	1,344.00	2816	1/13/2020
VEN005272	SHI International	APP068098	1/7/2020	640023451	GP INDOOR-COMPUTER EQ	Hardware	8,278.34	2823	1/13/2020
VEN005272	SHI International	APP068099	1/7/2020	640023451	GP INDOOR-COMPUTER EQ	Ruckus	11,183.40	2823	1/13/2020

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Buy-From		Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Vendor No.	Buy-From Vendor Name								
Fund No.	Fund Name								
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
VEN006496	KTD Productions LLC	APP068100	1/7/2020	640023349	GP INDOOR-SERVICES	Matrax Flooring install and re	14,500.00	2829	1/21/2020
VEN008016	Markeys Rental and Staging	APP068101	1/7/2020	640023347	GP INDOOR-PROMOTION	Westfield High School grad d	1,656.80	2819	1/13/2020
VEN000301	Buckeye Power Sales Co	APP068102	1/7/2020	640023343	GP INDOOR-BLDG MAINT	Generator	225.00	2813	1/13/2020
VEN005845	Kinetrex Energy	APP068127	1/7/2020	640023328	GP INDOOR-NATURAL GAS	GPEC	3,790.69	2817	1/13/2020
VEN001537	Payroll	APP068167	1/7/2020	640023111	GP INDOOR-SALARY	sal	9,754.15	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640023120	GP INDOOR-FICA/MEDICAR	fica	593.52	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640023120	GP INDOOR-FICA/MEDICAR	med	138.82	100000106	1/8/2020
VEN001537	Payroll	APP068167	1/7/2020	640023121	GP INDOOR-PERF	perf	1,369.47	100000106	1/8/2020
VEN000534	Delta Dental	APP068307	1/9/2020	640023119	GP INDOOR-HEALTH/DENT	Dental Ins	83.44	2810	1/9/2020
VEN002336	Citizens Westfield	APP068316	1/10/2020	640023342	GP INDOOR-WAT AND SEW	GPEC water	579.51	2814	1/13/2020
VEN002336	Citizens Westfield	APP068316	1/10/2020	640023342	GP INDOOR-WAT AND SEW	GPEC sewer	135.66	2814	1/13/2020
VEN002336	Citizens Westfield	APP068318	1/10/2020	640023328	GP INDOOR-NATURAL GAS	GPEC	3,326.14	2814	1/13/2020
VEN005845	Kinetrex Energy	APP068409	1/15/2020	640023328	GP INDOOR-NATURAL GAS	Gas	3,910.10	2825	1/15/2020
VEN007062	McGriff Insurance	APP068414	1/16/2020	640023339	GP INDOOR-INSURANCE	Excess Liab and Cyber Cover	1,232.61	2826	1/16/2020
VEN008029	Liberty Mutual Insurance	APP068418	1/16/2020	640023339	GP INDOOR-INSURANCE	Deposit and 2nd inst Jan rene	4,837.37	2827	1/16/2020
VEN000513	DavisVision	APP068464	1/21/2020	640023119	GP INDOOR-HEALTH/DENT	Vision Ins	35.27	2828	1/21/2020
VEN008075	Anthem Bank	APP068492	1/22/2020	640023119	GP INDOOR-HEALTH/DENT	Medical Transfer	2,734.02	100000108	1/22/2020
VEN000589	Duke Energy	APP068497	1/22/2020	640023341	GP INDOOR-ELECTRIC	GPEC	11,101.60	2830	1/22/2020
VEN001676	Riverview Hospital	APP068510	1/22/2020	640023119	GP INDOOR-HEALTH/DENT	Dec Clinic Hours	136.87	2831	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640023111	GP INDOOR-SALARY	sal	10,079.14	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640023120	GP INDOOR-FICA/MEDICAR	fica	613.67	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640023120	GP INDOOR-FICA/MEDICAR	med	143.51	100000107	1/22/2020
VEN001537	Payroll	APP068520	1/21/2020	640023121	GP INDOOR-PERF	perf	1,369.46	100000107	1/22/2020
VEN003729	Metronet	APP068540	1/22/2020	640023224	GP INDOOR-OPERATING SU	GPEC	170.34	2832	1/22/2020
VEN004479	Symetra Life Insurance	APP068798	1/31/2020	640023119	GP INDOOR-HEALTH/DENT	Life Ins	13.00	2834	1/31/2020
VEN000534	Delta Dental	APP068803	1/31/2020	640023119	GP INDOOR-HEALTH/DENT	Dental Ins	83.44	2833	1/31/2020
VEN003382	McGavic Outdoor Power	APP068850	2/3/2020	640023472	GP INDOOR-EQUIPMENT	Ignition Key Kubota	23.95		
VEN000609	Ecolab Inc	APP068851	2/3/2020	640023349	GP INDOOR-SERVICES		697.80		
VEN001637	Ray's Trash Service	APP068852	2/3/2020	640023349	GP INDOOR-SERVICES	Trash	1,147.64		
VEN002613	Ermco Inc	APP068853	2/3/2020	640023349	GP INDOOR-SERVICES	Irrigation Feed and House Bre	3,783.00		
VEN006390	Ecolab Pest	APP068854	2/3/2020	640023349	GP INDOOR-SERVICES	Pest Control	423.14		
VEN007068	Vibenomics Inc	APP068856	2/3/2020	640023331	GP INDOOR-CONSULTING	Advertising sales Riverview H	153.84		

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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										
640	Sports Campus Operating										
	Sport Campus Indoor Event Ctr										
VEN000910	HP Products	APP068860	2/3/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies		1,122.25			
VEN005403	BrightView Landscapes LLC	APP068863	2/3/2020	640023349	GP INDOOR-SERVICES	Dec GPEC Interior		2,225.00			
VEN006496	KTD Productions LLC	APP068865	2/3/2020	640023349	GP INDOOR-SERVICES	Floor cleaning		2,000.00			
VEN007064	Jon Ball Photography	APP068866	2/3/2020	640023349	GP INDOOR-SERVICES	Event Setup photography		250.00			
VEN006898	Supply Warehouse Inc	APP068867	2/3/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies		47.36			
VEN006898	Supply Warehouse Inc	APP068867	2/3/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies		831.71			
VEN001637	Ray's Trash Service	APP068868	2/3/2020	640023349	GP INDOOR-SERVICES	Trash		750.00			
VEN006496	KTD Productions LLC	APP068869	2/3/2020	640023349	GP INDOOR-SERVICES	Matrax flooring install and rem		16,250.00			
VEN007119	Bag Tags Inc	APP068870	2/3/2020	640023347	GP INDOOR-PROMOTION	Bag tags		705.37			
VEN000051	Advanced Turf Solutions	APP068871	2/3/2020	640023224	GP INDOOR-OPERATING SU	Paint		465.80			
VEN006390	Ecolab Pest	APP068874	2/3/2020	640023349	GP INDOOR-SERVICES	GPEC pest control		423.14			
VEN006328	First Person	APP068875	2/3/2020	640023119	GP INDOOR-HEALTH/DENT	Annual Fee for 2020 Health S		110.00			
VEN008075	Anthem Bank	APP068886	2/3/2020	640023119	GP INDOOR-HEALTH/DENT	Med trf indoor		2,734.02	100000109		2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640023111	GP INDOOR-SALARY	sal indoor		10,375.10	100000110		2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640023120	GP INDOOR-FICA/MEDICAR	fica		632.02	100000110		2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640023120	GP INDOOR-FICA/MEDICAR	med		147.81	100000110		2/4/2020
VEN001537	Payroll	APP068936	2/4/2020	640023121	GP INDOOR-PERF	perf		1,381.68	100000110		2/4/2020
Subtotal for Sport Campus Indoor Event Ctr								140,099.97			
Subtotal for Fund 640 Sports Campus Operating								290,886.94			
Fund No.	Fund Name										
641	Supplemental Reserv										
	Sport Campus Indoor Event Ctr										
VEN003695	Wells Fargo Trust Bank NA	APP068703	1/14/2020	641023349	SUPPLE RES-GP INDOOR C	Escrow servicing fee		2,500.00	500000525		1/29/2020
VEN003695	Wells Fargo Trust Bank NA	APP068703	1/14/2020	641023380	SUPPLE RESERV-GP INDOO	GPEC		335,578.42	500000525		1/29/2020
VEN003695	Wells Fargo Trust Bank NA	APP068703	1/14/2020	641023381	SUPPLE RESERV GP INDOO	GPEC		557,685.84	500000525		1/29/2020
Subtotal for Sport Campus Indoor Event Ctr								895,764.26			
Subtotal for Fund 641 Supplemental Reserv								895,764.26			
Fund No.	Fund Name										
701	Payroll										

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Vendor No.	Buy-From Vendor Name								
Fund No.	Fund Name								
701	Payroll								
Clerk Treasurer									
VEN001537	Payroll	APP068166	1/7/2020	701008110	PAYROLL-NET SALARIES	net sal	384,865.11	700000760	1/7/2020
VEN001537	Payroll	APP068170	1/7/2020	701008110	PAYROLL-NET SALARIES	net sal	3,822.23	700000761	1/7/2020
VEN000959	Indiana Dept Of Revenue	APP068216	1/7/2020	701008923	PAYROLL-STATE WITHHOL	State	16,043.07	700000766	1/8/2020
VEN000959	Indiana Dept Of Revenue	APP068216	1/7/2020	701008923	PAYROLL-STATE WITHHOL	COIT	6,498.31	700000766	1/8/2020
VEN000920	Huntington National Bank	APP068217	1/7/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	32,972.06	700000763	1/8/2020
VEN000920	Huntington National Bank	APP068217	1/7/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	7,711.21	700000763	1/8/2020
VEN000920	Huntington National Bank	APP068217	1/7/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	54,297.72	700000763	1/8/2020
VEN000920	Huntington National Bank	APP068217	1/7/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	32,972.16	700000763	1/8/2020
VEN000920	Huntington National Bank	APP068217	1/7/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	7,711.19	700000763	1/8/2020
VEN002177	Indiana Members Credit Union	APP068218	1/7/2020	701008930	PAYROLL-INS. DED	Employer HSA portion	750.00	17308	1/7/2020
VEN000959	Indiana Dept Of Revenue	APP068238	1/7/2020	701008923	PAYROLL-STATE WITHHOL	State	155.59	700000767	1/8/2020
VEN000959	Indiana Dept Of Revenue	APP068238	1/7/2020	701008923	PAYROLL-STATE WITHHOL	COIT	52.99	700000767	1/8/2020
VEN000948	IN Family and Social Services	APP068239	1/7/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24	700000765	1/8/2020
VEN000920	Huntington National Bank	APP068240	1/7/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	308.20	700000764	1/8/2020
VEN000920	Huntington National Bank	APP068240	1/7/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	72.08	700000764	1/8/2020
VEN000920	Huntington National Bank	APP068240	1/7/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	559.95	700000764	1/8/2020
VEN000920	Huntington National Bank	APP068240	1/7/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	308.20	700000764	1/8/2020
VEN000920	Huntington National Bank	APP068240	1/7/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	72.08	700000764	1/8/2020
VEN000163	Aul Retirement	APP068242	1/7/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	25,181.62	700000762	1/8/2020
VEN004836	Nationwide Retirement Solutions	APP068249	1/7/2020	701008931	PAYROLL-401A MATCHING-	Contributions and Loan pmts	3,119.69	17312	1/7/2020
VEN000703	Fire Fighters Credit Union	APP068250	1/7/2020	701008141	PAYROLL-UNION DUES	Union Dues WFD	71.00	17309	1/7/2020
VEN001864	Supporting Heroes	APP068251	1/7/2020	701008991	PAYROLL-MISC	Supporting Heroes	97.78	17314	1/7/2020
VEN001583	Police and Firemens Insurance	APP068252	1/7/2020	701008930	PAYROLL-INS. DED	Police and Fire Ins	11.42	17313	1/7/2020
VEN000703	Fire Fighters Credit Union	APP068253	1/7/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,155.58	17310	1/7/2020
VEN001390	MISDU	APP068254	1/7/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17311	1/7/2020
VEN002165	Zachary Davis	APP068299	1/9/2020	701008110	PAYROLL-NET SALARIES	Correcting pay Jan 2	1,319.30	17316	1/9/2020
VEN002165	Zachary Davis	APP068300	1/9/2020	701008110	PAYROLL-NET SALARIES	Correcting pay Jan 9	1,319.30	17316	1/9/2020
VEN002177	Indiana Members Credit Union	APP068301	1/9/2020	701008930	PAYROLL-INS. DED	HSA	122.48	17315	1/9/2020
VEN000534	Delta Dental	APP068305	1/9/2020	701008930	PAYROLL-INS. DED	Dental Ins	4,419.04	17317	1/9/2020
VEN000008	77 Police and Fire Fund	APP068430	1/17/2020	701008133	PAYROLL-PERF	Non Civilian PERF	59,166.04	700000768	1/17/2020
VEN001550	PERF	APP068431	1/17/2020	701008133	PAYROLL-PERF	Civilian PERF	44,257.48	700000769	1/17/2020
VEN003131	Huntington Bank	APP068462	1/21/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	34,746.59	700000771	1/22/2020

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Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN003131	Huntington Bank	APP068462	1/21/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,126.22	700000771	1/22/2020
VEN003131	Huntington Bank	APP068462	1/21/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	57,807.39	700000771	1/22/2020
VEN003131	Huntington Bank	APP068462	1/21/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	34,739.02	700000771	1/22/2020
VEN003131	Huntington Bank	APP068462	1/21/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,124.47	700000771	1/22/2020
VEN000959	Indiana Dept Of Revenue	APP068463	1/21/2020	701008923	PAYROLL-STATE WITHHOL	State	16,849.04	700000772	1/22/2020
VEN000959	Indiana Dept Of Revenue	APP068463	1/21/2020	701008923	PAYROLL-STATE WITHHOL	COIT	6,819.93	700000772	1/22/2020
VEN000513	DavisVision	APP068466	1/21/2020	701008930	PAYROLL-INS. DED	Vision Ins	24.07	17318	1/21/2020
VEN000163	Aul Retirement	APP068475	1/21/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	25,774.67	700000770	1/22/2020
VEN001537	Payroll	APP068476	1/21/2020	701008110	PAYROLL-NET SALARIES	NET SAL	403,209.07	700000773	1/22/2020
VEN008075	Anthem Bank	APP068494	1/22/2020	701008930	PAYROLL-INS. DED	Medical Transfer	10,644.29	700000774	1/22/2020
VEN001583	Police and Firemens Insurance	APP068501	1/22/2020	701008930	PAYROLL-INS. DED	Police and Firemens Ins	11.42	17323	1/22/2020
VEN001390	MISDU	APP068502	1/22/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17321	1/22/2020
VEN000703	Fire Fighters Credit Union	APP068503	1/22/2020	701008141	PAYROLL-UNION DUES	Union Dues WFD	70.00	17319	1/22/2020
VEN000703	Fire Fighters Credit Union	APP068504	1/22/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,225.99	17320	1/22/2020
VEN001864	Supporting Heroes	APP068505	1/22/2020	701008991	PAYROLL-MISC	Supporting Heroes	97.78	17324	1/22/2020
VEN000948	IN Family and Social Services	APP068506	1/22/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24	700000775	1/22/2020
VEN004836	Nationwide Retirement Solutions	APP068507	1/22/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	3,144.69	17322	1/22/2020
VEN000008	77 Police and Fire Fund	APP068560	1/23/2020	701008133	PAYROLL-PERF	Non Civilian PERF	58,519.79	700000777	1/23/2020
VEN001550	PERF	APP068561	1/23/2020	701008133	PAYROLL-PERF	Civilian PERF	44,592.66	700000776	1/23/2020
VEN000058	AFLAC	APP068793	1/31/2020	701008930	PAYROLL-INS. DED	Disability Ins	6,569.44	17325	1/31/2020
VEN000083	Amanda Aiyar	APP068794	1/31/2020	701008930	PAYROLL-INS. DED	Reim	91.35	17326	1/31/2020
VEN002165	Zachary Davis	APP068795	1/31/2020	701008930	PAYROLL-INS. DED	Reim	88.02	17329	1/31/2020
VEN001297	Mark Sutphin	APP068796	1/31/2020	701008930	PAYROLL-INS. DED	Reim	83.02	17328	1/31/2020
VEN000534	Delta Dental	APP068801	1/31/2020	701008930	PAYROLL-INS. DED	Dental Ins	4,327.68	17327	1/31/2020
VEN008075	Anthem Bank	APP068885	2/3/2020	701008930	PAYROLL-INS. DED	Med trf	10,800.47	700000779	2/4/2020
VEN001537	Payroll	APP068934	2/4/2020	701008110	PAYROLL-NET SALARIES	net sal	409,108.60	700000782	2/4/2020
VEN000959	Indiana Dept Of Revenue	APP068945	2/4/2020	701008923	PAYROLL-STATE WITHHOL	State	17,073.86	700000781	2/4/2020
VEN000959	Indiana Dept Of Revenue	APP068945	2/4/2020	701008923	PAYROLL-STATE WITHHOL	COIT	6,929.65	700000781	2/4/2020
VEN000920	Huntington National Bank	APP068946	2/4/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	35,087.03	700000780	2/4/2020
VEN000920	Huntington National Bank	APP068946	2/4/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,205.84	700000780	2/4/2020
VEN000920	Huntington National Bank	APP068946	2/4/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	57,517.52	700000780	2/4/2020
VEN000920	Huntington National Bank	APP068946	2/4/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	35,086.98	700000780	2/4/2020

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Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000920	Huntington National Bank	APP068946	2/4/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,205.84	700000780	2/4/2020
VEN000948	IN Family and Social Services	APP068994	2/4/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,450.24		
VEN000163	Aul Retirement	APP068995	2/4/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	25,897.67		
Subtotal for Clerk Treasurer							2,036,250.56		
Subtotal for Fund 701 Payroll							2,036,250.56		
Fund No. Fund Name									
805	Anthem Bank								
Clerk Treasurer									
VEN008076	Anthem Group Health Plan	APP068528	1/22/2020	805008119	ANTHEM BANK GROUP HEA	Jan Coverage	59,935.75	800000101	1/22/2020
VEN008076	Anthem Group Health Plan	APP068681	1/28/2020	805008119	ANTHEM BANK GROUP HEA	Jan 16 thru Jan 22	2,685.05	800000102	1/29/2020
VEN008076	Anthem Group Health Plan	APP068849	2/3/2020	805008119	ANTHEM BANK GROUP HEA	Coverage period Jan 23 thru J	31,159.70		
Subtotal for Clerk Treasurer							93,780.50		
Subtotal for Fund 805 Anthem Bank							93,780.50		
Fund No. Fund Name									
900	Stormwater								
Stormwater									
VEN001537	Payroll	APP068168	1/7/2020	900016111	STORM-SALARY	sal	23,711.58	900000189	1/21/2020
VEN001537	Payroll	APP068168	1/7/2020	900016120	STORM-FICA/MEDICARE	fica	1,411.34	900000189	1/21/2020
VEN001537	Payroll	APP068168	1/7/2020	900016120	STORM-FICA/MEDICARE	med	330.06	900000189	1/21/2020
VEN001537	Payroll	APP068168	1/7/2020	900016121	STORM-PERF	perf	2,937.93	900000189	1/21/2020
VEN005581	Newton Oil Company	APP068209	1/7/2020	900016226	STORM-VEHICLE GAS	Unleaded fuel	522.76	39607	1/13/2020
VEN002424	IUPPS	APP068211	1/7/2020	900016309	STORM-CONSULTING FEES	November tickets	1,004.15	39606	1/13/2020
VEN000534	Delta Dental	APP068306	1/9/2020	900016119	STORM-HEALTH/DENTAL	Dental Ins	565.70	39604	1/9/2020
VEN003611	White River Alliance	APP068444	1/17/2020	900016350	STORM-SUBSCRIPTIONS/D	2020 Membership dues	7,000.00		
VEN006678	Amazon Capital Services	APP068447	1/17/2020	900016451	STORM-COMPUTER EQUIP	TV displays replacement	2,350.10		
VEN000513	DavisVision	APP068465	1/21/2020	900016119	STORM-HEALTH/DENTAL	Vision Ins	115.83	39609	1/21/2020
VEN008075	Anthem Bank	APP068493	1/22/2020	900016119	STORM-HEALTH/DENTAL	Medical Transfer	8,576.90	900000188	1/22/2020
VEN001676	Riverview Hospital	APP068509	1/22/2020	900016119	STORM-HEALTH/DENTAL	Dec Clinic hrs	653.51	39610	1/22/2020
VEN006835	Ethan Frye	APP068515	1/22/2020	900016370	STORMWATER-REFUND	Overpayment	1,034.75		
VEN008070	Amanda Evans	APP068516	1/22/2020	900016370	STORMWATER-REFUND	Overpayment	460.08		

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Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
900	Stormwater										
	Stormwater										
		VEN008071	Thomas and Connie Burt	APP068517	1/22/2020	900016370	STORMWATER-REFUND	Overpayment	209.04		
		VEN008072	Roberta Thomas	APP068518	1/22/2020	900016370	STORMWATER-REFUND	Overpayment	360.78		
		VEN007832	Willie Dierolf	APP068519	1/22/2020	900016370	STORMWATER-REFUND		16.55		
		VEN001537	Payroll	APP068521	1/21/2020	900016111	STORM-SALARY	sal	23,577.83	90000019	1/21/2020
		VEN001537	Payroll	APP068521	1/21/2020	900016120	STORM-FICA/MEDICARE	fica	1,384.67	90000019	1/21/2020
		VEN001537	Payroll	APP068521	1/21/2020	900016120	STORM-FICA/MEDICARE	med	323.85	90000019	1/21/2020
		VEN001537	Payroll	APP068521	1/21/2020	900016121	STORM-PERF	perf	2,918.94	90000019	1/21/2020
		VEN008031	Mary Obrien	APP068566	1/24/2020	900016370	STORMWATER-REFUND		5.56		
		VEN006010	Susan Kuhn	APP068567	1/24/2020	900016370	STORMWATER-REFUND		4.75		
		VEN008032	Bill Johnston	APP068568	1/24/2020	900016370	STORMWATER-REFUND		2.98		
		VEN008033	Michael Slopsema	APP068569	1/24/2020	900016370	STORMWATER-REFUND		5.29		
		VEN008034	John Ludwig	APP068570	1/24/2020	900016370	STORMWATER-REFUND		4.88		
		VEN008034	John Ludwig	APP068570	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	5.16		
		VEN008035	James Sperlik	APP068571	1/24/2020	900016370	STORMWATER-REFUND		3.39		
		VEN008036	Barbara Birdwell	APP068572	1/24/2020	900016370	STORMWATER-REFUND		3.26		
		VEN008037	Patricia Meyer	APP068573	1/24/2020	900016370	STORMWATER-REFUND		2.85		
		VEN008038	Alison Jacobson	APP068574	1/24/2020	900016370	STORMWATER-REFUND		3.93		
		VEN008039	Kyle Brown	APP068575	1/24/2020	900016370	STORMWATER-REFUND		8.00		
		VEN008040	Alan Gill	APP068576	1/24/2020	900016370	STORMWATER-REFUND		4.88		
		VEN003669	Jennifer Stanley	APP068577	1/24/2020	900016370	STORMWATER-REFUND		3.39		
		VEN003669	Jennifer Stanley	APP068577	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	37.73		
		VEN008041	Deborah Shockley	APP068578	1/24/2020	900016370	STORMWATER-REFUND		4.61		
		VEN008042	Larry and Diana Floyd	APP068579	1/24/2020	900016370	STORMWATER-REFUND		5.70		
		VEN008042	Larry and Diana Floyd	APP068579	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	51.54		
		VEN008043	Sarah Prentice	APP068580	1/24/2020	900016370	STORMWATER-REFUND		4.21		
		VEN008044	Sharon Ervin	APP068581	1/24/2020	900016370	STORMWATER-REFUND		3.26		
		VEN008045	Mallory Griffith	APP068582	1/24/2020	900016370	STORMWATER-REFUND		5.29		
		VEN008046	Evelyn McQueen	APP068583	1/24/2020	900016370	STORMWATER-REFUND		3.53		
		VEN008047	Joshua Thalmann	APP068584	1/24/2020	900016370	STORMWATER-REFUND		5.56		
		VEN008047	Joshua Thalmann	APP068584	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	56.70		
		VEN008048	Sharon Sill	APP068585	1/24/2020	900016370	STORMWATER-REFUND		3.93		
		VEN008049	Desmon Brown	APP068586	1/24/2020	900016370	STORMWATER-REFUND		4.61		

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Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN008049	Desmon Brown	APP068586	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	310.74		
VEN008050	Zachary Arthur	APP068587	1/24/2020	900016370	STORMWATER-REFUND		15.19		
VEN008052	Cindy Nicol	APP068588	1/24/2020	900016370	STORMWATER-REFUND		2.44		
VEN008053	Emmy Pitman	APP068589	1/24/2020	900016370	STORMWATER-REFUND		2.58		
VEN008054	Kevin Luchenbill	APP068590	1/24/2020	900016370	STORMWATER-REFUND		3.39		
VEN008055	Annette Davis	APP068591	1/24/2020	900016370	STORMWATER-REFUND		3.26		
VEN008056	Lisa Mirizio	APP068592	1/24/2020	900016370	STORMWATER-REFUND		5.43		
VEN008057	Lori Stiner	APP068593	1/24/2020	900016370	STORMWATER-REFUND		3.53		
VEN008058	Patricia Szymczak	APP068594	1/24/2020	900016370	STORMWATER-REFUND		7.05		
VEN008060	Norman Nikruto	APP068595	1/24/2020	900016370	STORMWATER-REFUND		4.75		
VEN008059	Brandon Britcher	APP068596	1/24/2020	900016370	STORMWATER-REFUND		4.75		
VEN008061	Jin Yang	APP068597	1/24/2020	900016370	STORMWATER-REFUND		5.83		
VEN008062	Karen Bowman	APP068598	1/24/2020	900016370	STORMWATER-REFUND		5.70		
VEN008063	Eric Doyle	APP068599	1/24/2020	900016370	STORMWATER-REFUND		5.43		
VEN008064	Jon Middleton	APP068600	1/24/2020	900016370	STORMWATER-REFUND		4.88		
VEN008065	Scott Blake	APP068601	1/24/2020	900016370	STORMWATER-REFUND		2.58		
VEN008066	Seth Catlin	APP068602	1/24/2020	900016370	STORMWATER-REFUND		4.61		
VEN008066	Seth Catlin	APP068602	1/24/2020	900016370	STORMWATER-REFUND	Overpayment	51.54		
VEN008067	Tess Golding	APP068603	1/24/2020	900016370	STORMWATER-REFUND		3.53		
VEN008068	Lisa Master and John Miller	APP068604	1/24/2020	900016370	STORMWATER-REFUND		2.58		
VEN008069	Craig Downing	APP068605	1/24/2020	900016370	STORMWATER-REFUND		3.39		
VEN005581	Newton Oil Company	APP068653	1/27/2020	900016226	STORM-VEHICLE GAS	Unleaded fuel	522.76		
VEN008085	Jessica Sobat	APP068751	1/30/2020	900016370	STORMWATER-REFUND	Overpayment	68.48		
VEN003987	Indiana Reclamation and Excavating	APP068761	1/30/2020	900016434	STORM-STORMWATER MIS	Habig Drainage	2,032.00		
VEN003987	Indiana Reclamation and Excavating	APP068761	1/30/2020	900016434	STORM-STORMWATER MIS	Dump charge increase for 20	37.00		
VEN004479	Symetra Life Insurance	APP068799	1/31/2020	900016119	STORM-HEALTH/DENTAL	Life ins	32.50	39612	1/31/2020
VEN000534	Delta Dental	APP068802	1/31/2020	900016119	STORM-HEALTH/DENTAL	Dental Ins	565.70	39611	1/31/2020
VEN008081	Feliks Gervets	APP068810	2/3/2020	900016370	STORMWATER-REFUND		12.62		
VEN008082	Karen Sollberger	APP068811	2/3/2020	900016370	STORMWATER-REFUND		14.11		
VEN008083	Steven Webb	APP068812	2/3/2020	900016370	STORMWATER-REFUND		14.24		
VEN008086	Kathryn Taylor	APP068813	2/3/2020	900016370	STORMWATER-REFUND		12.89		
VEN008087	Dale Ott	APP068814	2/3/2020	900016370	STORMWATER-REFUND		12.21		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN008089	Martin C & Marcia S Clark Roudebush	APP068816	2/3/2020	900016370	STORMWATER-REFUND		12.31		
VEN008090	Lauren Cain	APP068817	2/3/2020	900016370	STORMWATER-REFUND		8.23		
VEN008091	A Oberlander	APP068822	2/3/2020	900016370	STORMWATER-REFUND		13.43		
VEN000517	Daystar Directional Drilling	APP068876	2/3/2020	900016434	STORM-STORMWATER MIS	Centennial Fall Repairs	42,954.45		
VEN008075	Anthem Bank	APP068887	2/3/2020	900016119	STORM-HEALTH/DENTAL	Storm Medical Trf	8,576.90		
VEN001537	Payroll	APP068935	2/4/2020	900016111	STORM-SALARY	sal	23,577.83		
VEN001537	Payroll	APP068935	2/4/2020	900016120	STORM-FICA/MEDICARE	fica	1,403.27		
VEN001537	Payroll	APP068935	2/4/2020	900016120	STORM-FICA/MEDICARE	med	328.20		
VEN001537	Payroll	APP068935	2/4/2020	900016121	STORM-PERF	perf	2,918.94		
	Subtotal for Stormwater						163,282.59		
Subtotal for Fund 900 Stormwater							163,282.59		
Fund No. Fund Name									
950	Trash								
	Trash								
VEN001637	Ray's Trash Service	APP068197	1/7/2020	950017349	TRASH-ADM SERVICES	Bulk trash day	6,600.66	39608	1/13/2020
VEN001637	Ray's Trash Service	APP068198	1/7/2020	950017850	TRASH-TRASH BAGS CONT	Overage Bags	405.00	39608	1/13/2020
VEN008031	Mary Obrien	APP068566	1/24/2020	950017370	TRASH-REFUND		1.34		
VEN008031	Mary Obrien	APP068566	1/24/2020	950017370	TRASH-REFUND		16.08		
VEN006010	Susan Kuhn	APP068567	1/24/2020	950017370	TRASH-REFUND		1.14		
VEN006010	Susan Kuhn	APP068567	1/24/2020	950017370	TRASH-REFUND		13.73		
VEN008032	Bill Johnston	APP068568	1/24/2020	950017370	TRASH-REFUND		0.72		
VEN008032	Bill Johnston	APP068568	1/24/2020	950017370	TRASH-REFUND		8.63		
VEN008033	Michael Slopsema	APP068569	1/24/2020	950017370	TRASH-REFUND		1.27		
VEN008033	Michael Slopsema	APP068569	1/24/2020	950017370	TRASH-REFUND		15.29		
VEN008034	John Ludwig	APP068570	1/24/2020	950017370	TRASH-REFUND		1.17		
VEN008034	John Ludwig	APP068570	1/24/2020	950017370	TRASH-REFUND		14.12		
VEN008035	James Sperlik	APP068571	1/24/2020	950017370	TRASH-REFUND		0.82		
VEN008035	James Sperlik	APP068571	1/24/2020	950017370	TRASH-REFUND		9.80		
VEN008036	Barbara Birdwell	APP068572	1/24/2020	950017370	TRASH-REFUND		0.78		
VEN008036	Barbara Birdwell	APP068572	1/24/2020	950017370	TRASH-REFUND		9.40		
VEN008037	Patricia Meyer	APP068573	1/24/2020	950017370	TRASH-REFUND		0.68		

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Fund No.		Fund Name								
950		Trash								
		Trash								
	VEN008037	Patricia Meyer	APP068573	1/24/2020	950017370	TRASH-REFUND		8.24		
	VEN008038	Alison Jacobson	APP068574	1/24/2020	950017370	TRASH-REFUND		0.95		
	VEN008038	Alison Jacobson	APP068574	1/24/2020	950017370	TRASH-REFUND		11.37		
	VEN008039	Kyle Brown	APP068575	1/24/2020	950017370	TRASH-REFUND		1.92		
	VEN008039	Kyle Brown	APP068575	1/24/2020	950017370	TRASH-REFUND		23.12		
	VEN008040	Alan Gill	APP068576	1/24/2020	950017370	TRASH-REFUND		1.17		
	VEN008040	Alan Gill	APP068576	1/24/2020	950017370	TRASH-REFUND		14.12		
	VEN003669	Jennifer Stanley	APP068577	1/24/2020	950017370	TRASH-REFUND		0.82		
	VEN003669	Jennifer Stanley	APP068577	1/24/2020	950017370	TRASH-REFUND		9.80		
	VEN008041	Deborah Shockley	APP068578	1/24/2020	950017370	TRASH-REFUND		1.11		
	VEN008041	Deborah Shockley	APP068578	1/24/2020	950017370	TRASH-REFUND		13.34		
	VEN008042	Larry and Diana Floyd	APP068579	1/24/2020	950017370	TRASH-REFUND		1.37		
	VEN008042	Larry and Diana Floyd	APP068579	1/24/2020	950017370	TRASH-REFUND		16.47		
	VEN008043	Sarah Prentice	APP068580	1/24/2020	950017370	TRASH-REFUND		1.01		
	VEN008043	Sarah Prentice	APP068580	1/24/2020	950017370	TRASH-REFUND		12.16		
	VEN008044	Sharon Ervin	APP068581	1/24/2020	950017370	TRASH-REFUND		0.78		
	VEN008044	Sharon Ervin	APP068581	1/24/2020	950017370	TRASH-REFUND		9.40		
	VEN008045	Mallory Griffith	APP068582	1/24/2020	950017370	TRASH-REFUND		1.27		
	VEN008045	Mallory Griffith	APP068582	1/24/2020	950017370	TRASH-REFUND		15.29		
	VEN008046	Evelyn McQueen	APP068583	1/24/2020	950017370	TRASH-REFUND		0.85		
	VEN008046	Evelyn McQueen	APP068583	1/24/2020	950017370	TRASH-REFUND		10.18		
	VEN008047	Joshua Thalmann	APP068584	1/24/2020	950017370	TRASH-REFUND		1.34		
	VEN008047	Joshua Thalmann	APP068584	1/24/2020	950017370	TRASH-REFUND		16.08		
	VEN008048	Sharon Sill	APP068585	1/24/2020	950017370	TRASH-REFUND		0.95		
	VEN008048	Sharon Sill	APP068585	1/24/2020	950017370	TRASH-REFUND		11.37		
	VEN008049	Desmon Brown	APP068586	1/24/2020	950017370	TRASH-REFUND		1.11		
	VEN008049	Desmon Brown	APP068586	1/24/2020	950017370	TRASH-REFUND		13.34		
	VEN008050	Zachary Arthur	APP068587	1/24/2020	950017370	TRASH-REFUND		3.65		
	VEN008050	Zachary Arthur	APP068587	1/24/2020	950017370	TRASH-REFUND		44.60		
	VEN008052	Cindy Nicol	APP068588	1/24/2020	950017370	TRASH-REFUND		0.59		
	VEN008052	Cindy Nicol	APP068588	1/24/2020	950017370	TRASH-REFUND		7.06		
	VEN008053	Emmy Pitman	APP068589	1/24/2020	950017370	TRASH-REFUND		0.62		

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Vendor No.	Buy-From Vendor Name								
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN008053	Emmy Pitman	APP068589	1/24/2020	950017370	TRASH-REFUND		7.44		
VEN008054	Kevin Luchenbill	APP068590	1/24/2020	950017370	TRASH-REFUND		0.82		
VEN008054	Kevin Luchenbill	APP068590	1/24/2020	950017370	TRASH-REFUND		9.80		
VEN008055	Annette Davis	APP068591	1/24/2020	950017370	TRASH-REFUND		0.78		
VEN008055	Annette Davis	APP068591	1/24/2020	950017370	TRASH-REFUND		9.40		
VEN008056	Lisa Mirizio	APP068592	1/24/2020	950017370	TRASH-REFUND		1.30		
VEN008056	Lisa Mirizio	APP068592	1/24/2020	950017370	TRASH-REFUND		15.69		
VEN008057	Lori Stiner	APP068593	1/24/2020	950017370	TRASH-REFUND		0.85		
VEN008057	Lori Stiner	APP068593	1/24/2020	950017370	TRASH-REFUND		10.20		
VEN008058	Patricia Szymczak	APP068594	1/24/2020	950017370	TRASH-REFUND		1.70		
VEN008058	Patricia Szymczak	APP068594	1/24/2020	950017370	TRASH-REFUND		20.38		
VEN008060	Norman Nikruto	APP068595	1/24/2020	950017370	TRASH-REFUND		1.14		
VEN008060	Norman Nikruto	APP068595	1/24/2020	950017370	TRASH-REFUND		13.73		
VEN008059	Brandon Britcher	APP068596	1/24/2020	950017370	TRASH-REFUND		1.14		
VEN008059	Brandon Britcher	APP068596	1/24/2020	950017370	TRASH-REFUND		13.73		
VEN008061	Jin Yang	APP068597	1/24/2020	950017370	TRASH-REFUND		1.40		
VEN008061	Jin Yang	APP068597	1/24/2020	950017370	TRASH-REFUND		16.86		
VEN008062	Karen Bowman	APP068598	1/24/2020	950017370	TRASH-REFUND		1.37		
VEN008062	Karen Bowman	APP068598	1/24/2020	950017370	TRASH-REFUND		16.47		
VEN008063	Eric Doyle	APP068599	1/24/2020	950017370	TRASH-REFUND		1.30		
VEN008063	Eric Doyle	APP068599	1/24/2020	950017370	TRASH-REFUND		15.69		
VEN008064	Jon Middleton	APP068600	1/24/2020	950017370	TRASH-REFUND		1.17		
VEN008064	Jon Middleton	APP068600	1/24/2020	950017370	TRASH-REFUND		14.12		
VEN008065	Scott Blake	APP068601	1/24/2020	950017370	TRASH-REFUND		0.62		
VEN008065	Scott Blake	APP068601	1/24/2020	950017370	TRASH-REFUND		7.45		
VEN008066	Seth Catlin	APP068602	1/24/2020	950017370	TRASH-REFUND		1.11		
VEN008066	Seth Catlin	APP068602	1/24/2020	950017370	TRASH-REFUND		13.34		
VEN008067	Tess Golding	APP068603	1/24/2020	950017370	TRASH-REFUND		0.85		
VEN008067	Tess Golding	APP068603	1/24/2020	950017370	TRASH-REFUND		10.20		
VEN008068	Lisa Master and John Miller	APP068604	1/24/2020	950017370	TRASH-REFUND		0.62		
VEN008068	Lisa Master and John Miller	APP068604	1/24/2020	950017370	TRASH-REFUND		7.44		
VEN008069	Craig Downing	APP068605	1/24/2020	950017370	TRASH-REFUND		0.82		

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Fund No.	Fund Name									
950	Trash									
	Trash									
VEN008069	Craig Downing	APP068605	1/24/2020	950017370	TRASH-REFUND			9.80		
VEN001637	Ray's Trash Service	APP068606	1/24/2020	950017851	TRASH-RES QRTLTY FEE CO	Quart Summary		337,220.80		
VEN008081	Feliks Gervets	APP068810	2/3/2020	950017370	TRASH-REFUND			3.03		
VEN008081	Feliks Gervets	APP068810	2/3/2020	950017370	TRASH-REFUND			37.17		
VEN008082	Karen Sollberger	APP068811	2/3/2020	950017370	TRASH-REFUND			3.39		
VEN008082	Karen Sollberger	APP068811	2/3/2020	950017370	TRASH-REFUND			41.46		
VEN008083	Steven Webb	APP068812	2/3/2020	950017370	TRASH-REFUND			3.42		
VEN008083	Steven Webb	APP068812	2/3/2020	950017370	TRASH-REFUND			41.86		
VEN008086	Kathryn Taylor	APP068813	2/3/2020	950017370	TRASH-REFUND			3.10		
VEN008086	Kathryn Taylor	APP068813	2/3/2020	950017370	TRASH-REFUND			37.94		
VEN008087	Dale Ott	APP068814	2/3/2020	950017370	TRASH-REFUND			2.93		
VEN008087	Dale Ott	APP068814	2/3/2020	950017370	TRASH-REFUND			35.98		
VEN008088	Amanda Kaluza	APP068815	2/3/2020	950017370	TRASH-REFUND			10.13		
VEN008089	Martin C & Marcia S Clark Roudebush	APP068816	2/3/2020	950017370	TRASH-REFUND			2.96		
VEN008089	Martin C & Marcia S Clark Roudebush	APP068816	2/3/2020	950017370	TRASH-REFUND			36.26		
VEN008090	Lauren Cain	APP068817	2/3/2020	950017370	TRASH-REFUND			1.98		
VEN008090	Lauren Cain	APP068817	2/3/2020	950017370	TRASH-REFUND			23.78		
VEN008030	Springbook Software LLC	APP068820	2/3/2020	950017371	TRASH-CREDIT CARD PRO	CivicPay transaction fees		1,591.00		
VEN008091	A Oberlander	APP068822	2/3/2020	950017370	TRASH-REFUND			3.23		
VEN008091	A Oberlander	APP068822	2/3/2020	950017370	TRASH-REFUND			39.51		
VEN001637	Ray's Trash Service	APP068847	2/3/2020	950017851	TRASH-RES QRTLTY FEE CO	Jan collections		163,591.64		
Subtotal for Trash								510,316.38		
Subtotal for Fund 950 Trash								510,316.38		
Posted Invoices Total								9,739,356.79		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
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Report Date Range:

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
101	General						
	Police						
VEN000301	Buckeye Power Sales Co	ACP001860	1/13/2020	101002343	Police-Building Maintenance	Police-Building Maintenance	95.00
	Subtotal for						95.00
	Parks						
VEN005717	Background Investigation Bureau	ACP001869	1/30/2020	101005349	Parks-Services	Parks-Services	71.70
	Subtotal for						71.70
	Public Works						
VEN000301	Buckeye Power Sales Co	ACP001861	1/13/2020	101013343	PW-Bldg Maint	PW-Bldg Maint	250.00
	Subtotal for						250.00
	Subtotal by Fund 101 General						416.70
Fund No.	Fund Name						
203	Fire Operating						
	Fire						
VEN000301	Buckeye Power Sales Co	ACP001860	1/13/2020	203012343	Fire-Building Maintenance	Fire-Building Maintenance	215.00
VEN000301	Buckeye Power Sales Co	ACP001860	1/13/2020	203012343	Fire-Building Maintenance	Fire-Building Maintenance	240.00
VEN000301	Buckeye Power Sales Co	ACP001860	1/13/2020	203012343	Fire-Building Maintenance	Fire-Building Maintenance	95.00
VEN001676	Riverview Hospital	ACP001864	1/24/2020	203012354	Fire-Medical Exams/Testing	Fire-Medical Exams/Testing	30.00
	Subtotal for						580.00
	Subtotal by Fund 203 Fire Operating						580.00
Fund No.	Fund Name						
640	Sports Campus Operating						
	Grand Park						
VEN005717	Background Investigation Bureau	ACP001870	1/30/2020	640015349	Sports Campus-Services	Sports Campus-Services	23.90
	Subtotal for						23.90
	Subtotal by Fund 640 Sports Campus Operating						23.90
	Credit Memo Total						1,020.60

ORDINANCE 20-04

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

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

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

WHEREAS, the Council has conducted a public hearing on February 10, 2020, 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 20-102); and,

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

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

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

Section 1. The Annexation Area, generally located on the west side of the Monon Trail north of 199th Street, 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 upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MARCH, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-04** was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-04
this _____ day of _____, 2020.

I hereby VETO Ordinance 20-04
this _____ day of _____, 2020.

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

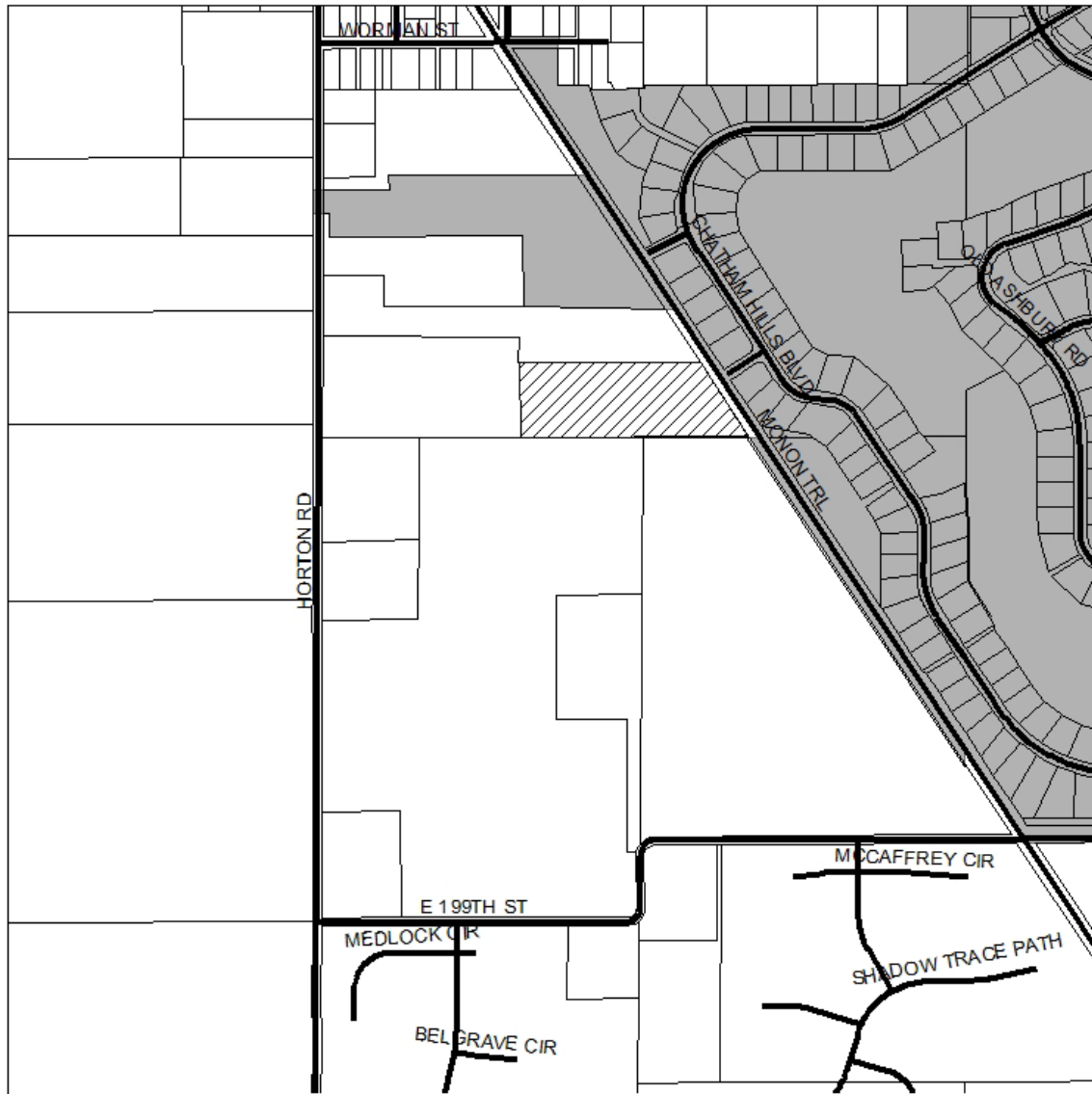


EXHIBIT LEGEND

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

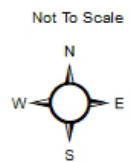


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

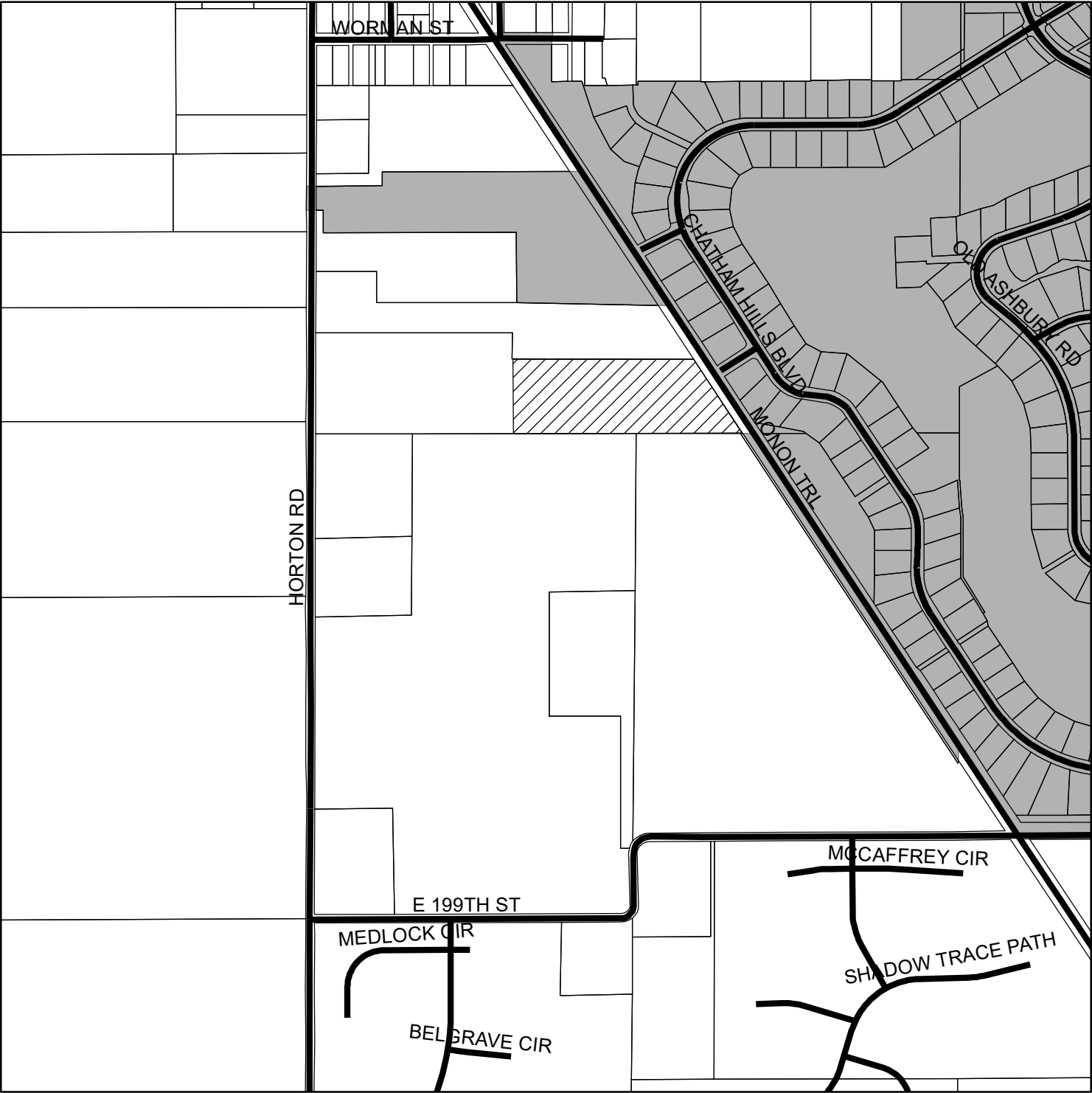
Parcel No. 08-05-23-00-00-007.002 May change after plat recorded (includes a portion of this parcel)

Add from Plat

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 the Monon Trail.

Annexation Area



Not To Scale

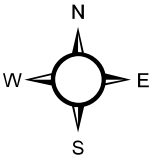


EXHIBIT LEGEND

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

ORDINANCE 20-05

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

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

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

WHEREAS, the Council has conducted a public hearing on February 10, 2020, 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 20-103); 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 on the north side of 193rd Street at Casey Road, and adjacent to the existing corporate limits along a portion of the southern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MARCH, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-05** was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-05
this _____ day of _____, 2020.

I hereby VETO Ordinance 20-05
this _____ day of _____, 2020.

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 B
ANNEXATION AREA
LEGAL DESCRIPTION

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

Parcel No. 08-05-27-00-00-003.000

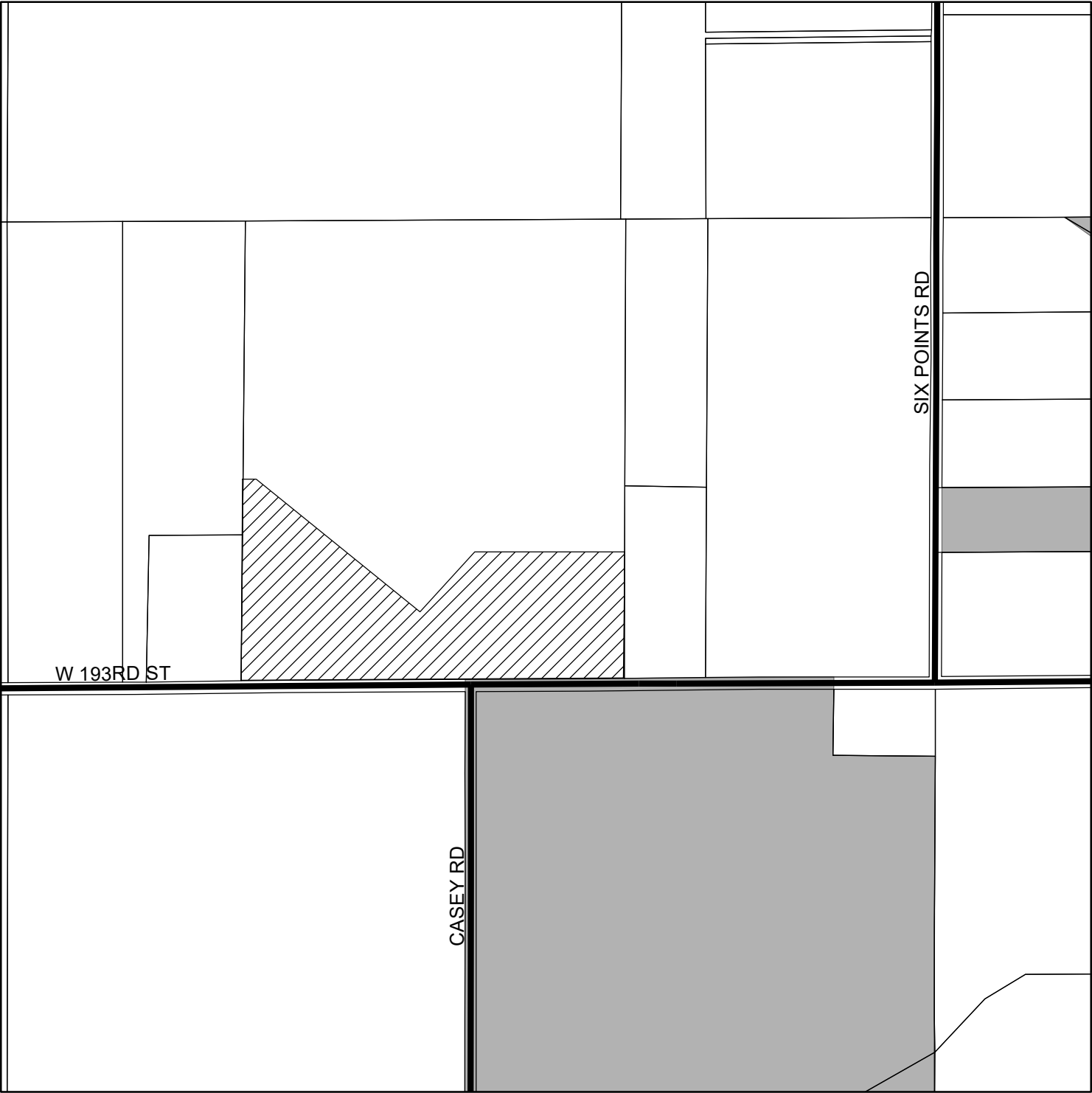
Part of the Northwest Quarter of Section 27, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the southeast corner of the Northwest Quarter of said Northwest Quarter, marked by a Harrison monument, thence South 89 degrees 24 minutes 00 seconds West (grid bearing based upon InGCS "Hamilton" Zone) along the south line of said Northwest Quarter of said Northwest Quarter a distance of 657.72 feet; thence North 00 degrees 22 minutes 26 seconds East a distance of 615.74 feet; thence South 89 degrees 37 minutes 34 seconds East a distance of 40.00 feet; thence South 47 degrees 25 minutes 48 seconds East a distance of 598.91 feet; thence North 42 degrees 34 minutes 12 seconds East a distance of 130.00 feet; thence North 47 degrees 10 minutes 43 seconds East a distance of 150.61 feet; thence North 89 degrees 25 minutes 51 seconds East a distance of 402.40 feet to a point in the west line of a 3.06-acre tract as described in Instrument Number 2018050192 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 00 minutes 26 seconds East along said west line a distance of 401.46 feet to a point in the south line of the Northeast Quarter of said Northwest Quarter; thence South 89 degrees 27 minutes 18 seconds West along said south line a distance of 428.26 feet to the POINT OF BEGINNING, containing 9.853 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 the 193rd Street.

Annexation Area



Not To Scale

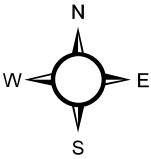


EXHIBIT LEGEND

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

ORDINANCE 20-06

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

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

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

WHEREAS, the Council has conducted a public hearing on February 10, 2020, 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 20-104); and,

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

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

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

Section 1. The Annexation Area, generally located on the east side of Six Points Road north of 193rd Street, and adjacent to the existing corporate limits along the southern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MARCH, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-06** was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-06
this _____ day of _____, 2020.

I hereby VETO Ordinance 20-06
this _____ day of _____, 2020.

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

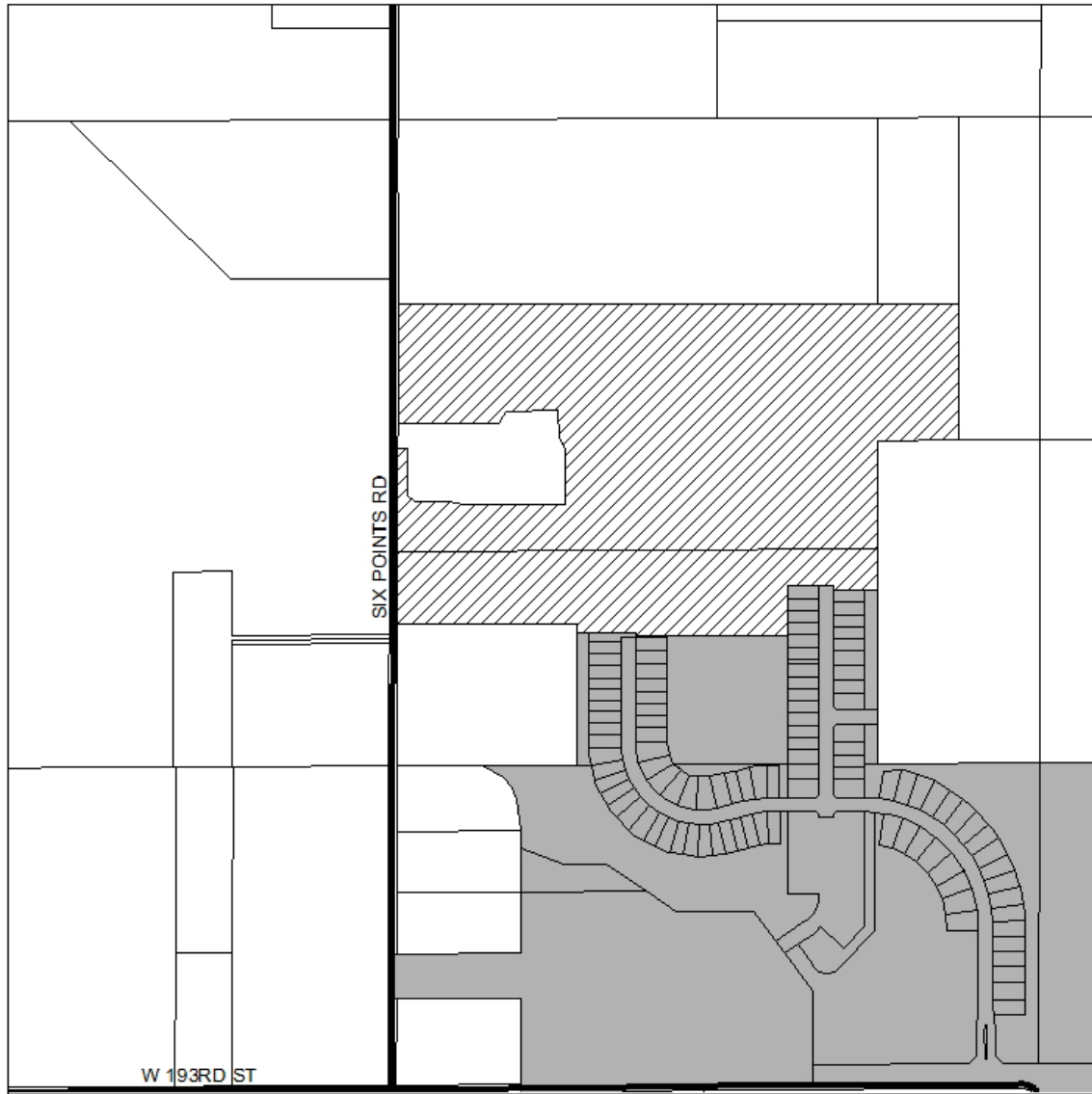


EXHIBIT LEGEND

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

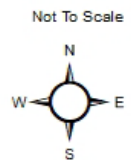


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) parcels of land:

Parcel Nos. 08-05-22-00-00-017.000
08-05-22-00-00-018.001

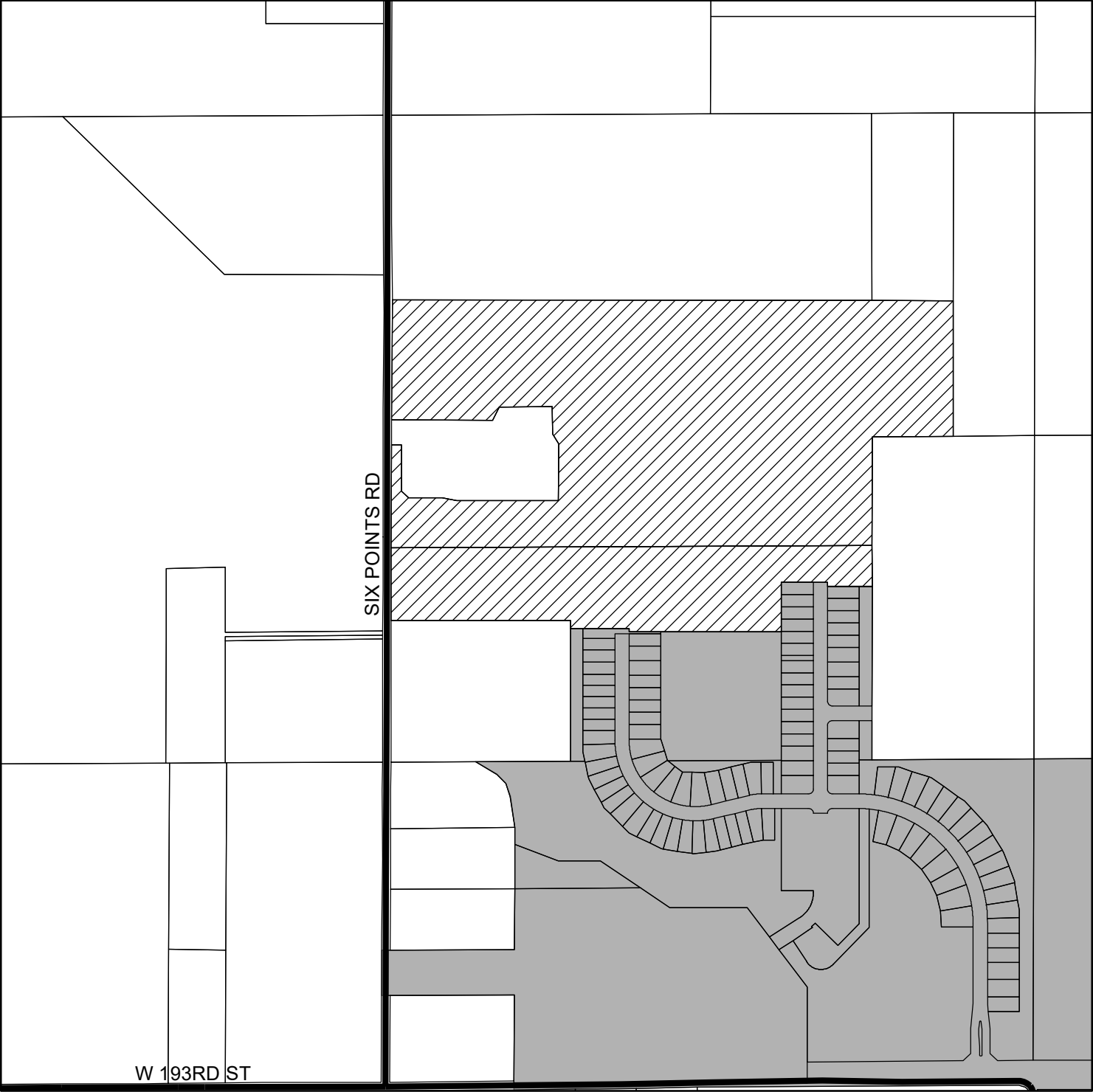
A part of the Southeast Quarter of Section 22, Township 19 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:
Commencing at the Northwest corner of the Southeast Quarter of said Section 22; thence South 00 degrees 03 minutes 18 seconds West (assumed bearing) a distance of 754.50 feet along the West line of said Southeast Quarter to the POINT OF BEGINNING of this description; thence South 89 degrees 56 minutes 42 seconds East a distance of 2,316.40 feet to the East line of the West Half of the Northeast Quarter of said Southeast Quarter; thence South 00 degrees 02 minutes 48 seconds West a distance of 555.68 feet along said East line to a rebar with a cap stamped with firm #0008 (hereafter referred to as 'rebar found') and the North line of a 60 acre tract as described in Instrument Number 9709756552 as recorded in the Recorders Office of Hamilton County, Indiana; thence South 89 degrees 44 minutes 37 seconds West a distance of 330.91 feet along said North line to a rebar found; thence South 00 degrees 02 minutes 47 seconds West a distance of 612.10 feet to the Northeast corner of Osborne Trails, Section 1, a subdivision recorded as Instrument Number 2019051344 in said Recorder's Office; thence along the lines of said subdivision the following 7 courses and distance: 1) South 90 degrees 00 minutes 00 seconds West a distance of 182.33 feet; 2) thence North 00 degrees 00 minutes 00 seconds East a distance of 16.39 feet; 3) thence South 90 degrees 00 minutes 00 seconds West a distance of 189.00 feet; 4) thence South 00 degrees 00 minutes 00 seconds East a distance of 201.87 feet; 5) thence South 90 degrees 00 minutes 00 seconds West a distance of 622.86 feet; 6) thence North 00 degrees 00 minutes 00 seconds East a distance of 13.00 feet; 7) thence South 90 degrees 00 minutes 00 seconds West a distance of 239.08 feet to the East line of the land described in Instrument Number 2015-057262 in said Recorder's Office; thence North 00 degrees 02 minutes 35 seconds East a distance of 32.57 feet along said East line to the Northeast corner of said land; thence North 89 degrees 57 minutes 25 seconds West a distance of 752.56 feet to the West line of the aforementioned Quarter Section; thence North 00 degrees 03 minutes 18 seconds East a distance of 719.11 feet to the Southwest corner of the 5.175 acre tract of land described in Instrument Number 2019-28138 in said Recorder's Office; thence along the lines of said land the following 12 courses and distances: 1) North 90 degrees 00 minutes 00 seconds East a distance of 60.00 feet; 2) thence South 00 degrees 03 minutes 18 seconds West a distance of 190.13 feet; 3) thence South 44 degrees 58 minutes 21 seconds East a distance of 39.03 feet; 4) thence North 90 degrees 00 minutes 00 seconds East a distance of 137.88 feet; 5) thence South 80 degrees 04 minutes 26 seconds East a distance of 60.91 feet; 6) thence North 90 degrees 00 minutes 00 seconds East a distance of 416.25 feet; 7) thence North 00 degrees 16 minutes 21 seconds East a distance of 230.57 feet; 8) thence North 31 degrees 40 minutes 35 seconds West a distance of 48.77 feet; 9) thence North 00 degrees 57 minutes 38 seconds West a distance of 112.32 feet; 10) thence South 89 degrees 23 minutes 26 seconds West a distance of

215.69 feet; 11) thence South 27 degrees 09 minutes 25 seconds West a distance of 60.02 feet; 12) thence North 89 degrees 56 minutes 21 seconds West a distance of 431.97 feet to the West line of the aforementioned Quarter Section; thence North 00 degrees 03 minutes 18 seconds East a distance of 490.81 feet along said line to the Point of Beginning, Containing 58.351 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 Six Points Road.

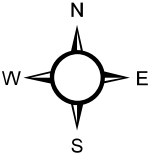
Annexation Area



Not To Scale

EXHIBIT LEGEND

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



ORDINANCE 20-07

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

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

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

WHEREAS, the Council has conducted a public hearing on February 10, 2020, 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 20-105); and,

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

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

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

Section 1. The Annexation Area, generally located on the north side of 186th Street west of Spring Mill Road, and adjacent to the existing corporate limits along portions of all boundaries of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF MARCH, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-07** was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-07
this _____ day of _____, 2020.

I hereby VETO Ordinance 20-07
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

EXHIBIT A
ANNEXATION AREA

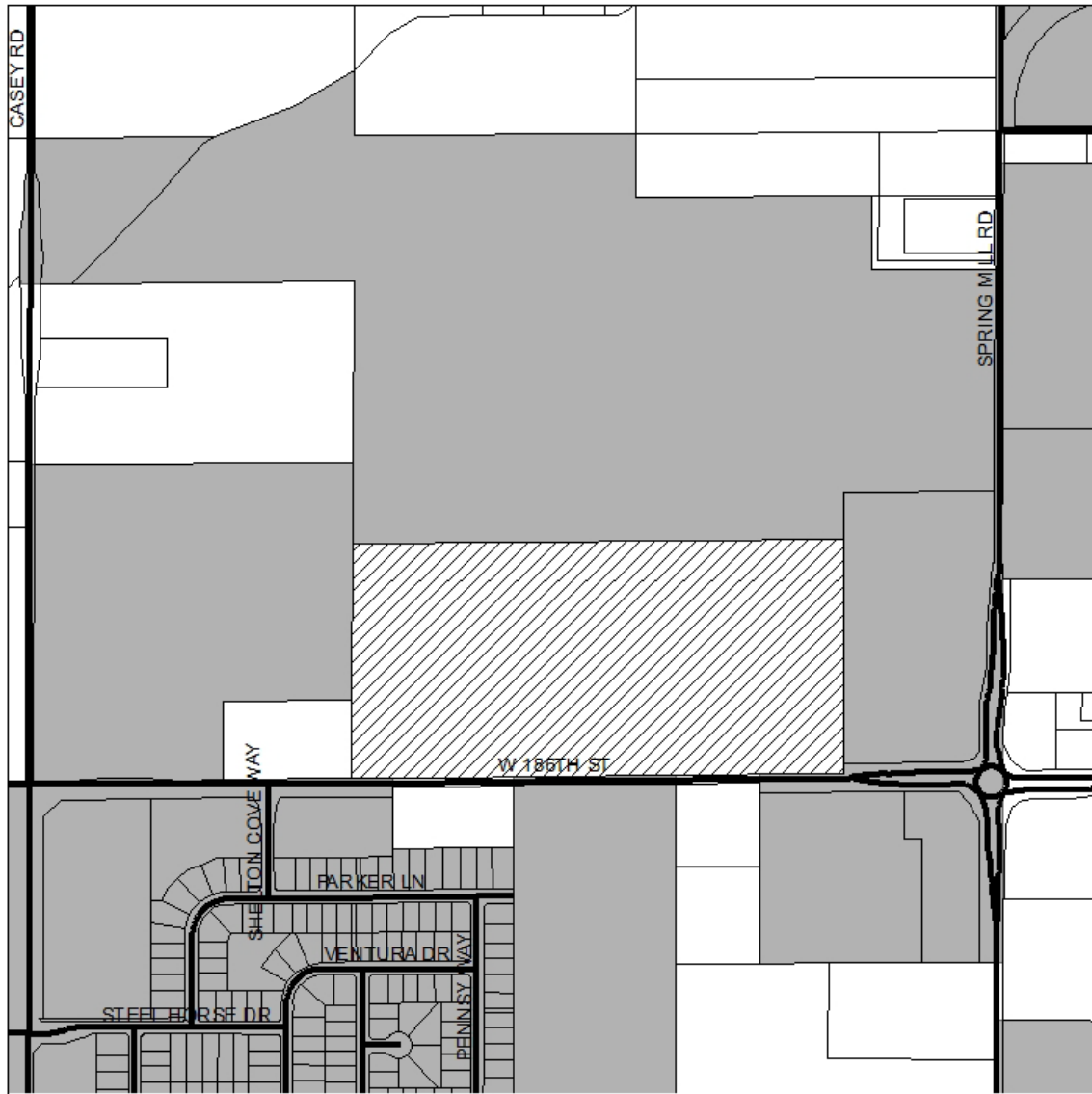


EXHIBIT LEGEND

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

Not To Scale

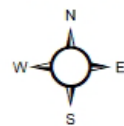


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

Parcel Nos. 08-05-27-00-00-010.000

A part of the Southeast Quarter of Section 27, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southwest Corner of said Southeast Quarter; thence North 00 degrees 09 minutes 41 seconds East, along the West Line of said Quarter Section, a distance of 976.97 feet; thence north 89 degrees 28 minutes 22 seconds East a distance of 2006.40 feet; South 00 degrees 09 minutes 41 seconds West a distance of 976.97 feet to the South line of said Quarter Section; thence South 89 degrees 28 minutes 22 seconds West a distance of 2005.40 feet to the Place Of Beginning, in Hamilton County, Indiana, containing 45 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 186th Street.

Annexation Area



Not To Scale

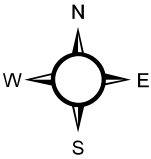


EXHIBIT LEGEND

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

Drawing name: K:\NO_LBA\170021006_Tipmann_GFS_Westfield_INV2_Design\CAD\Exhibits\170021006_GFS_PUD_Amendment_2020-1-31.dwg C3.0 Jun 31, 2020 1:08pm by bryan.sheward
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SITE DATA

SITE: ±81.86 ACRES
ZONED: NORTHPOINT PUD: COMMERCE PARK: DISTRICT 2
USE: COMMERCIAL WAREHOUSE/DISTRIBUTION

MINIMUM LOT AREA: 1 ACRE
MINIMUM LOT WIDTH: 70'
MAXIMUM BUILDING HEIGHT: 60'

FRONT BUILDING SETBACK: 200' (GRASSY BRANCH)
30' (196TH STREET)

SIDE BUILDING SETBACK: 10'
REAR BUILDING SETBACK: 10'

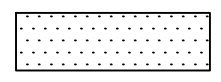
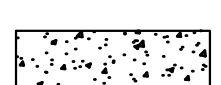
BUILDING COVERAGE: 26%

PARKING SUMMARY

PROPOSED
STANDARD PARKING SPACES =328 SPACES
TRAILER PARKING SPACES =114 SPACES
OVER THE ROAD WAITING AREA =20 SPACES
TRAILER PARKING SPACES =168 SPACES

FUTURE
STANDARD PARKING SPACES =155 SPACES
TRAILER PARKING SPACES =43 SPACES
OVER THE ROAD WAITING AREA =14 SPACES
OVER THE ROAD DROP LOT =64 SPACES
TRACTOR PARKING SPACES =210 SPACES

PAVING AND CURB LEGEND

-  STANDARD DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
-  HEAVY DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
-  CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  RIGHT-OF-WAY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  8-FT ASPHALT TRAIL
REFER TO WESTFIELD STANDARD DETAILS

GENERAL NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
- OWNER HAS SUBMITTED FOR AND OBTAINED THE FOLLOWING SITE RELATED PERMITS:
AGENCY: CITY OF WESTFIELD: PERMIT #:
OVERALL DEVELOPMENT PLAN 1811-ODP-17
PRIMARY PLAT 1811-SPP-17
PUD AMENDMENT ORD.19-57
- OWNER HAS SUBMITTED FOR AND IS IN THE PROCESS OF OBTAINING THE FOLLOWING SITE RELATED PERMITS:
AGENCY: CITY OF WESTFIELD: PERMIT #:
DETAILED DEVELOPMENT PLAN TBD
SECONDARY PLAT TBD
SECONDARY PUD AMENDMENT TBD

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

TBM #1 COTTON GIN SPINDLE, 1.15' UP SOUTH SIDE OF POWER POLE #301-07 10, ON NORTH INTERSECTION OF 196TH STREET AND FLIPPINS ROAD
ELEVATION=894.55

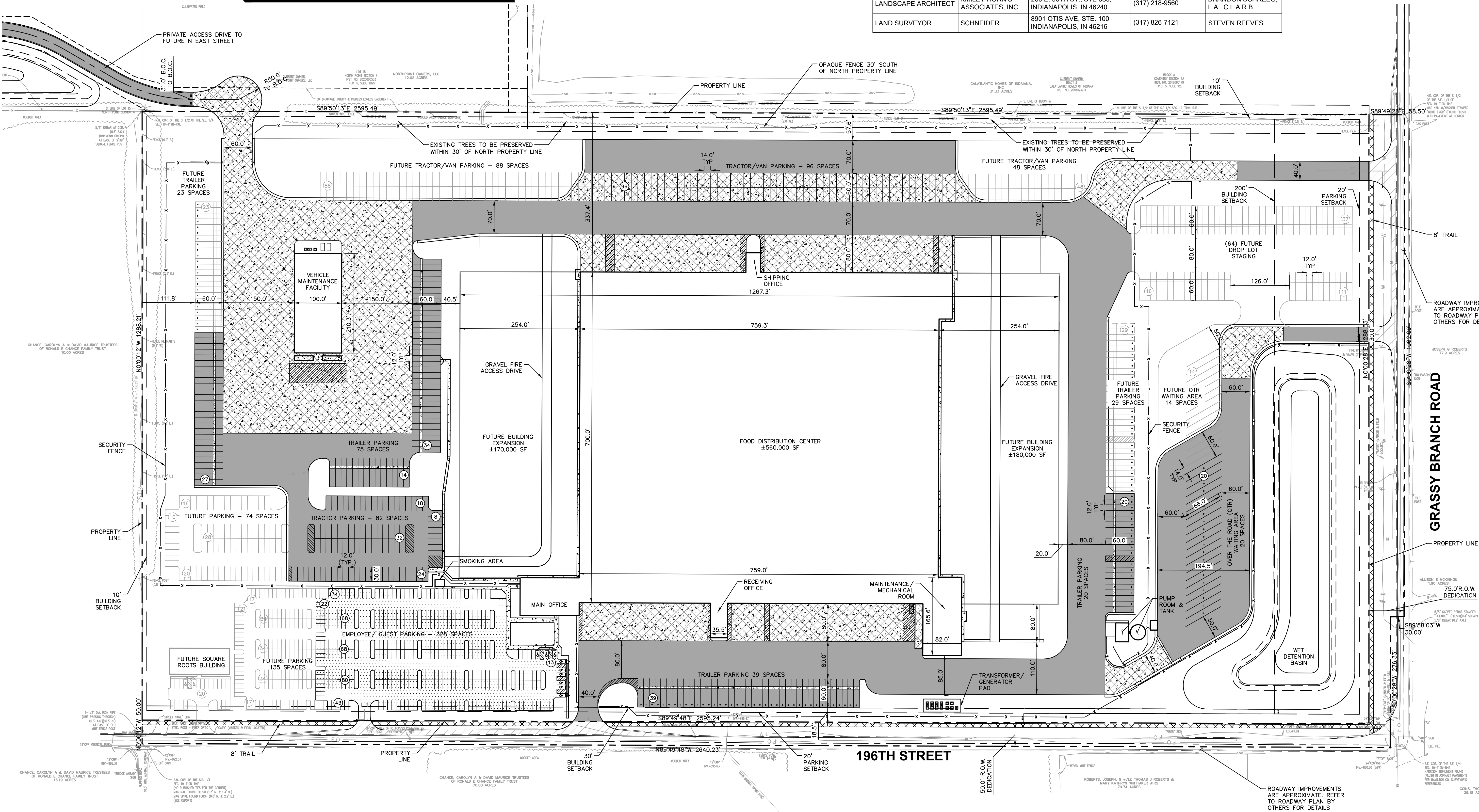
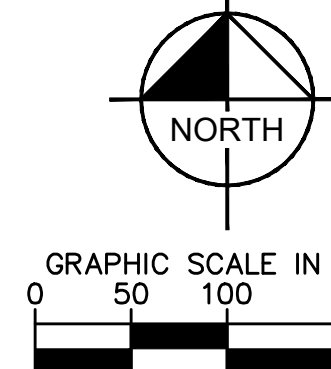
TBM #2 RAILROAD SPIKE, 1.2' UP SOUTH SIDE OF POWER POLE 075-375, ON NORTH SIDE OF 196TH STREET, SOUTHWEST OF RESIDENCE
ELEVATION=893.78

TBM #3 COTTON GIN SPINDLE, 1.4 FEET UP NORTH SIDE OF FENCE POST ON SOUTH SIDE OF 196TH STREET, 1/4 MILE WEST OF GRASSY BRANCH ROAD.
ELEVATION=897.00

PROJECT TEAM

ROLE	COMPANY	ADDRESS	PHONE NUMBER/EMAIL	CONTACT
OWNER	PINNACLE REALTY SERVICES	1300 GEZON PARKWAY, SW WYOMING, MI 49509	(616) 260-3297	ADAM CROCKER
DEVELOPER	TIPPMANN CONSTRUCTION	9009 COLDWATER ROAD, FORT WAYNE, IN 46825	(260) 490-3000	JASON BRANSTETER AIA, LEED AP
CIVIL ENGINEER	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560 bryan.sheward@kimley-horn.com	BRYAN SHEWARD, P.E.
LANDSCAPE ARCHITECT	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560	BRANDON SCHREEG, L.A., C.L.A.R.B.
LAND SURVEYOR	SCHNEIDER	8901 OTIS AVE, STE. 100 INDIANAPOLIS, IN 46216	(317) 826-7121	STEVEN REEVES

Indiana Utilities Protection Service



AS NOTED
DESIGNED BY: NPK
DRAWN BY: NUB
CHECKED BY: BAS

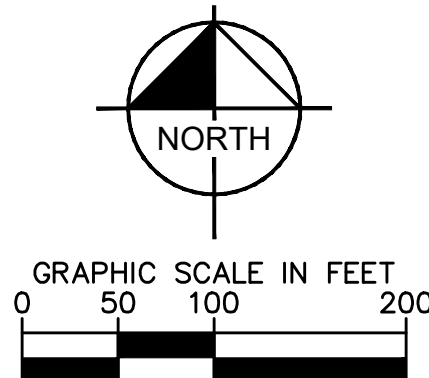
BRYAN ALLEN SHEPHERD
REGISTERED PROFESSIONAL ENGINEER
INDIANA
APPROVAL
PENDING NOT FOR CONSTRUCTION

TIPPMANN CONSTRUCTION
a Tipmann Group Company
7749 ACRES

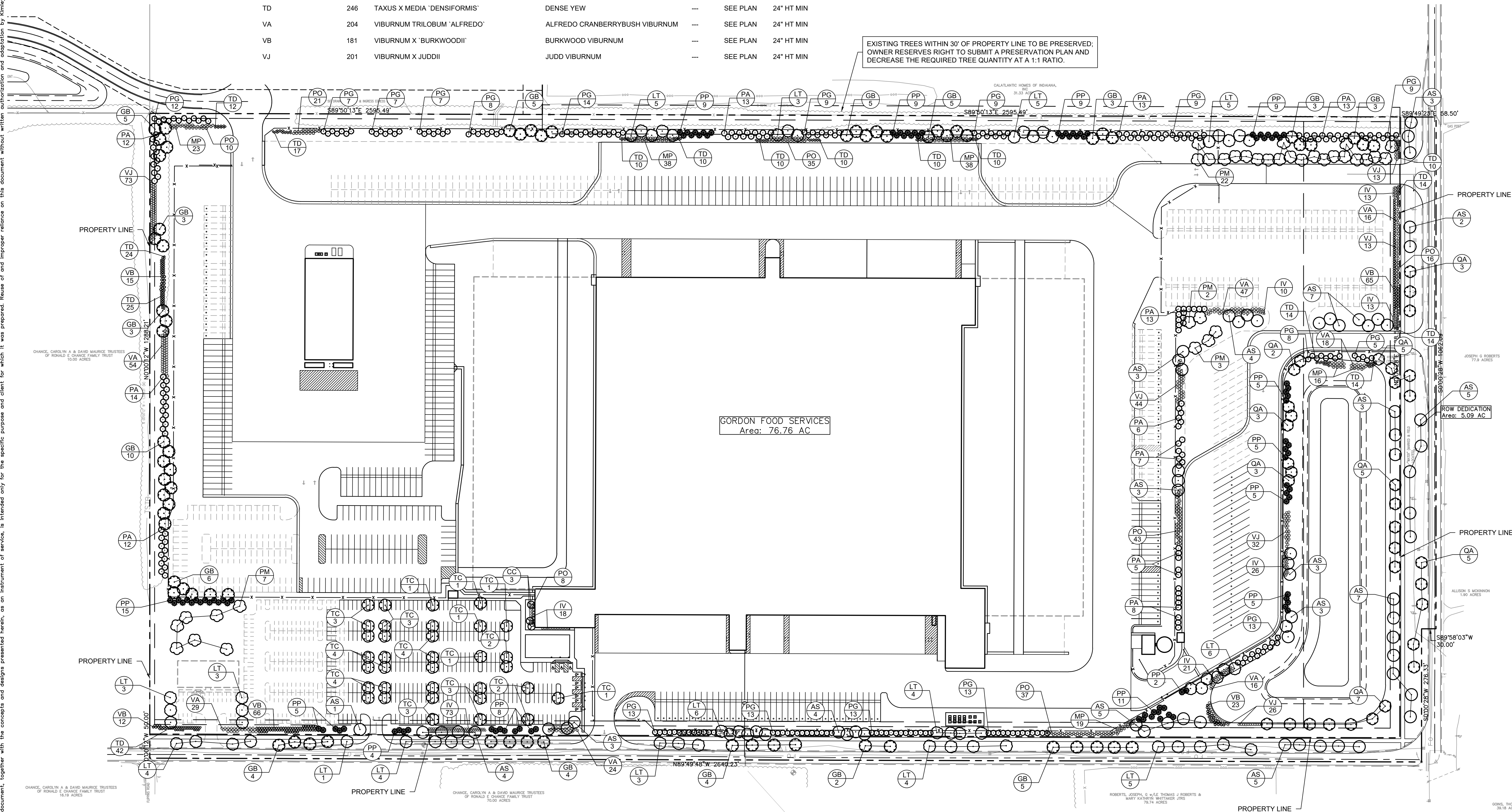
OVERALL SITE
PLAN

GORDON FOOD SERVICE
DEVELOPMENT
NWC 196TH ST & GRASSY BRANCH RD
WESTFIELD, IN 46074

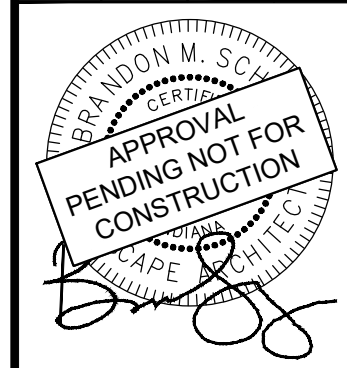
ORIGINAL ISSUE:
01/31/2020
KHA PROJECT NO.
170021006
SHEET NUMBER
C3.0



<u>DECIDUOUS TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>HT</u>
AS	65	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	B & B	2" CAL MIN	8' HT MIN
GB	70	GINKGO BILOBA 'AUTUMN GOLD' TM	AUTUMN GOLD GINKGO	B & B	2" CAL MIN	8' HT MIN
LT	61	LIRIODENDRON TULIPIFERA	TULIP TREE	B & B	2" CAL MIN	8' HT MIN
PM	34	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM	EXCLAMATION LONDON PLANE TREE	B & B	2" CAL MIN	8' HT MIN
QA	33	QUERCUS ALBA	WHITE OAK	B & B	2" CAL MIN	8' HT MIN
TC	34	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	B & B	2" CAL MIN	8' HT MIN
<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>HT</u>
PA	116	PICEA ABIES	NORWAY SPRUCE	B & B	---	6' HT MIN
PG	169	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B & B	---	6' HT MIN
PP	101	PICEA PUNGENS	COLORADO SPRUCE	B & B	---	6' HT MIN
<u>ORNAMENTAL TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>HT</u>
CC	3	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUD	B & B	2" CAL MIN	---
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SPACING</u>	<u>SIZE</u>
IV	174	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	---	SEE PLAN	24" HT MIN
MP	134	MYRICA PENNSYLVANICA	NORTHERN BAYBERRY	---	SEE PLAN	24" HT MIN
PO	170	PHYSOCARPUS OPULIFOLIUS 'SEWARD' TM	SUMMER WINE SEWARD NINEBARK	---	SEE PLAN	24" HT MIN
TD	246	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	---	SEE PLAN	24" HT MIN
VA	204	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO CRANBERRYBUSH VIBURNUM	---	SEE PLAN	24" HT MIN
VB	181	VIBURNUM X 'BURKWOODII'	BURKWOOD VIBURNUM	---	SEE PLAN	24" HT MIN
VJ	201	VIBURNUM X JUDDII	JUDD VIBURNUM	---	SEE PLAN	24" HT MIN

[illegible][illegible]

SCALE:	AS NOTED	 Kimley»Horn © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 250 EAST 96TH STREET, SUITE 580, INDIANAPOLIS, IN 46240 PHONE: 317-218-9560 WWW.KIMLEY-HORN.COM
DESIGNED BY:	MCD	
DRAWN BY:	MCD	
CHECKED BY:	BMS	
DATE:	01/20/2021	



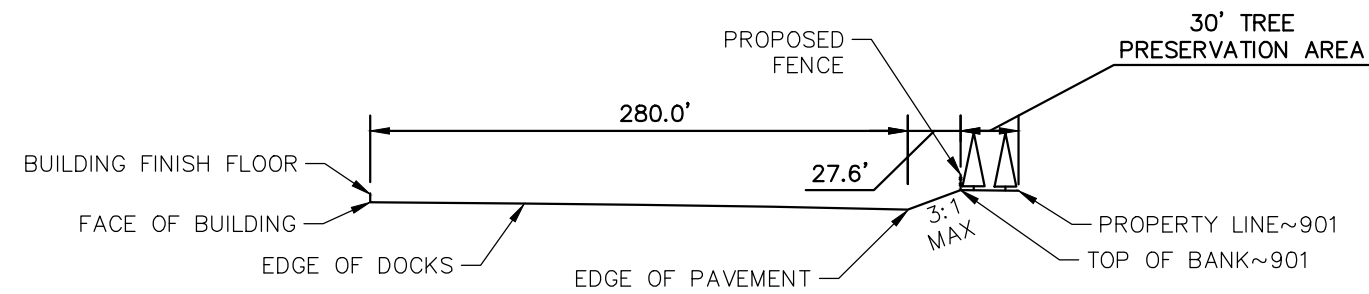
OVERALL LANDSCAPE PLAN

GORDON FOOD SERVICE
DEVELOPMENT
W/C 196TH ST & GRASSY BRANCH RD
WESTFIELD, IN 46074

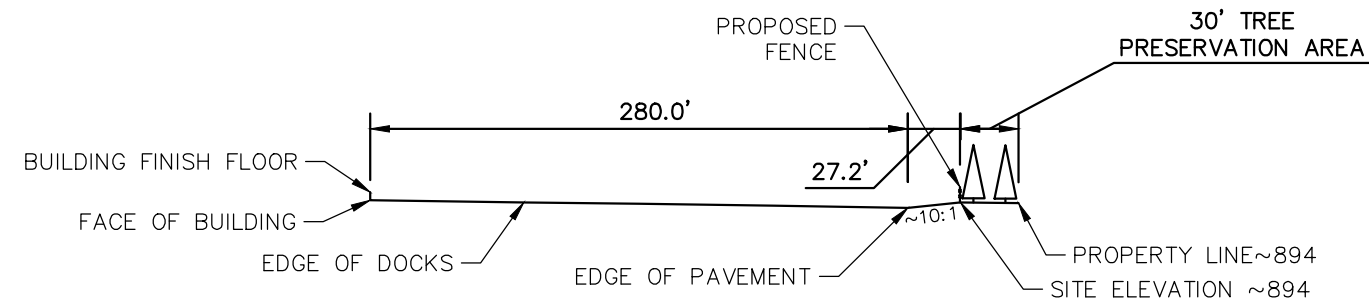
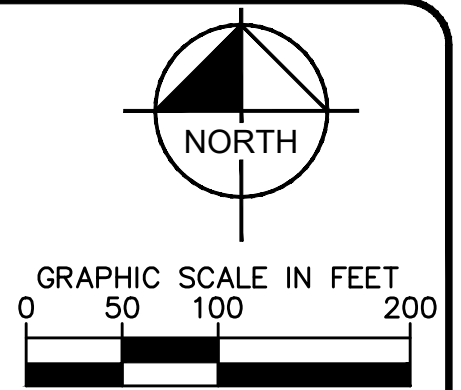
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01/31/2020
KHA PROJECT NO
170021006

SHEET NUMBER

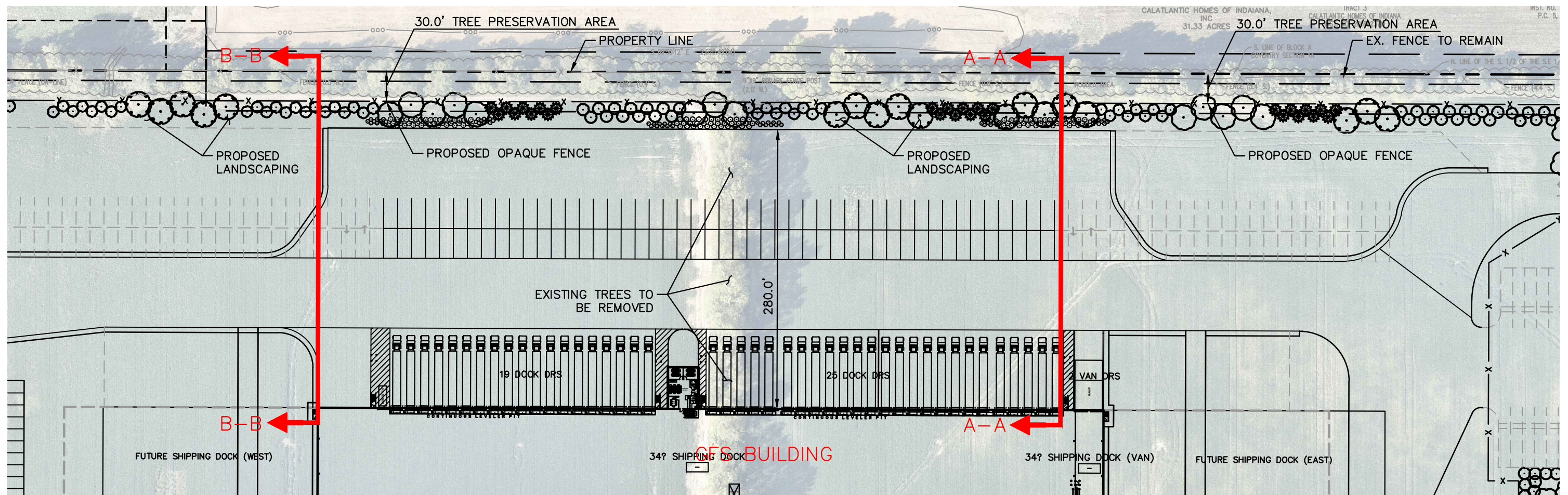
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**SECTION A-A
EAST SECTION**



**SECTION B-B
WEST SECTION**

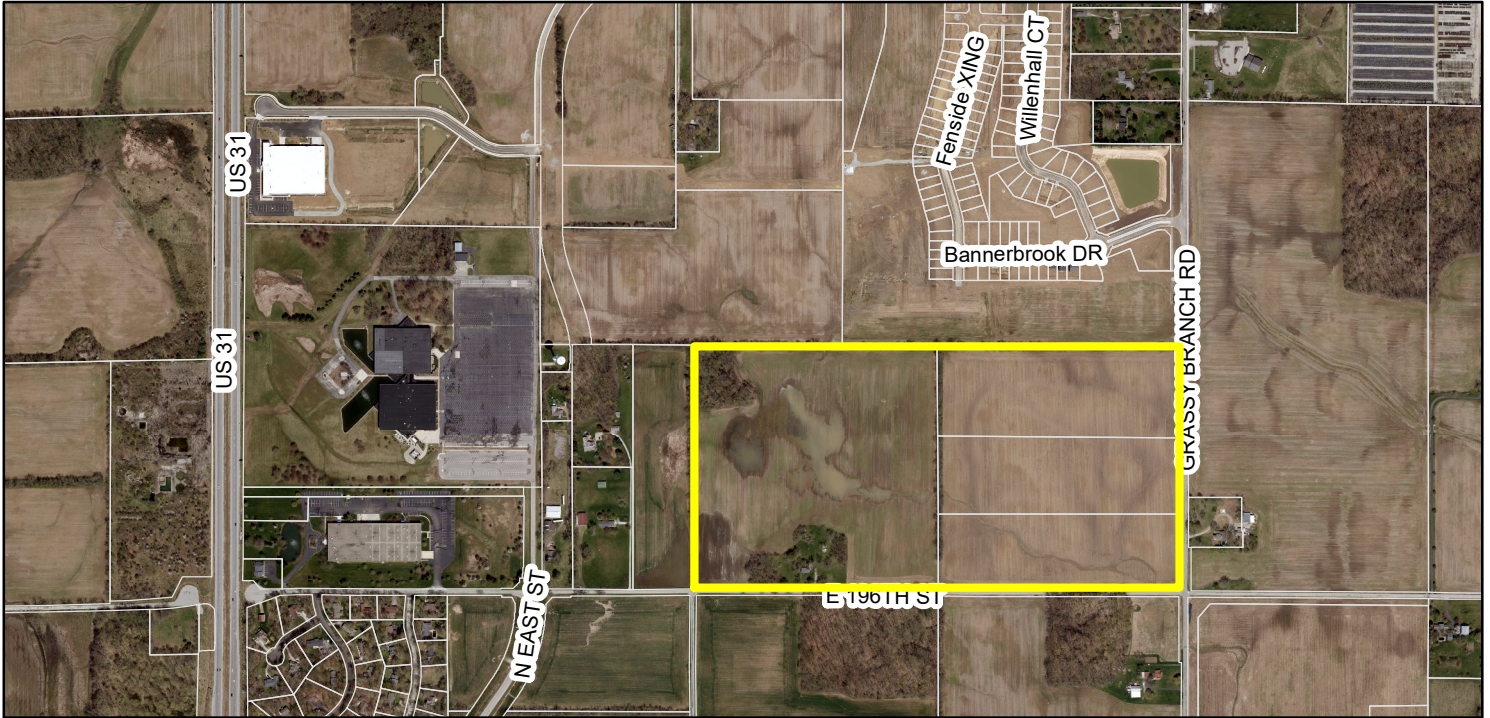




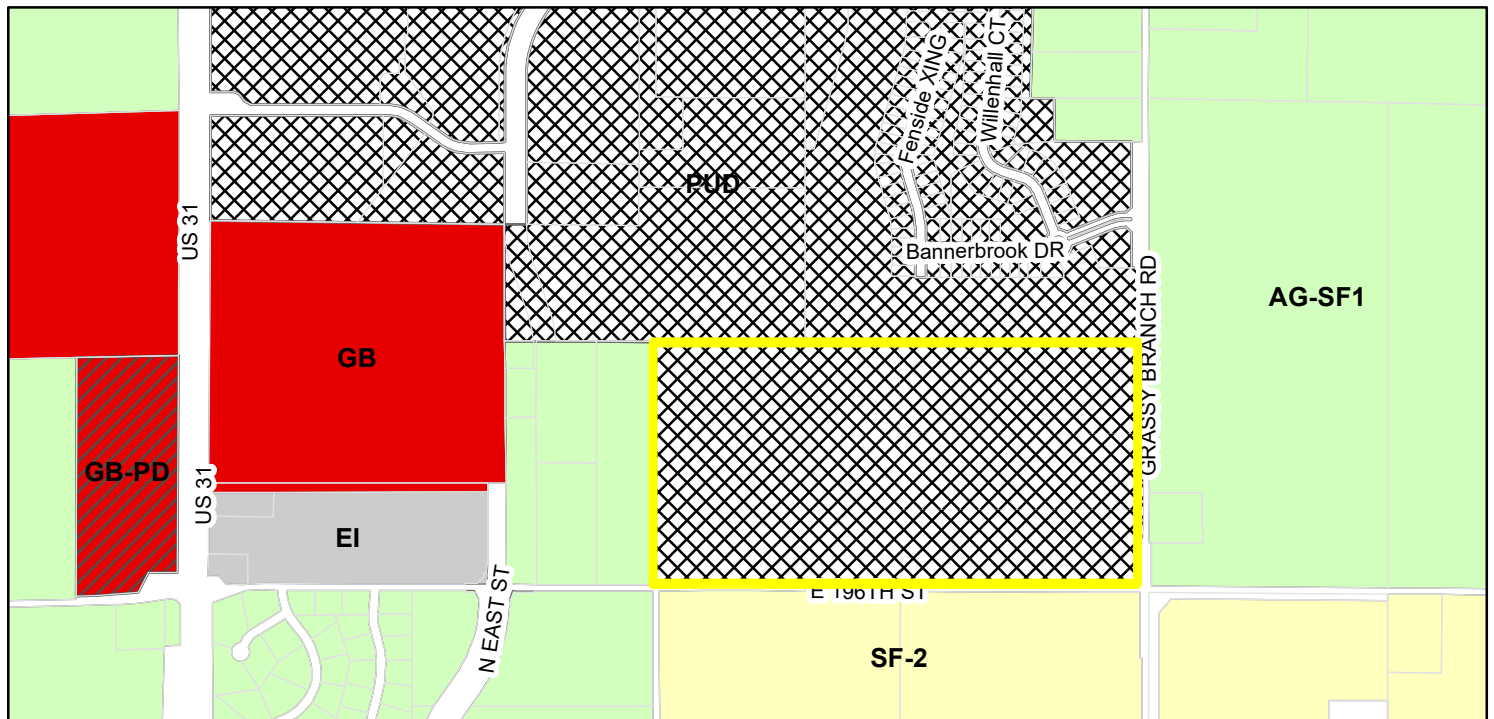
Property Location Map
Northpoint PUD Amendment III (GFS)
2003-PUD-03



Aerial Location Map



Zoning Map



Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- EI (Enclosed Industrial)
- GB (General Business)

- GB-PD (General Business - Planned Development)
- PUD (Planned Unit Development)
- SF-2 (Single Family - 2)



ORDINANCE 19-60

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

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

WHEREAS, the City of Westfield, Indiana (the “City”) and the Township of Washington, both of Hamilton County, Indiana are subject to the Zoning Ordinance;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (**1912-PUD-44**), filed with the Commission requesting an amendment to the Unified Development Ordinance and to the Zoning Map;

WHEREAS, the Commission forwarded Petition No. **1912-PUD-44** to the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) with a **favorable** recommendation (8-1) 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 4, 2020; and,

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

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

Section 1. Applicability of Ordinance.

- 1.1 This PUD District Ordinance (this “Ordinance”) applies to the subject real estate more particularly described in **Exhibit A** attached hereto (the “Real Estate”) and shall hereafter be referred to as the “Links PUD”.
- 1.2 The provisions of the UDO as amended shall govern development of the Real Estate unless specifically modified by the terms of this Ordinance. All provisions and representations of the UDO that conflict with the provisions of this Ordinance shall be superseded by the terms of this Ordinance.

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

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

- 2.1 District 1: The property referenced as District 1 as shown on the District Map contained herein. May also be referred to as the Hotel District.
- 2.2 District 2: The property referenced as District 2 as shown on the District Map contained herein. May also be referred to as the Park District.
- 2.3 District 3: The property referenced as District 3 as shown on the District Map contained herein. May also be referred to as the Technology Center District.
- 2.4 District 4: The property referenced as District 4 as shown on the District Map contained herein. May also be referred to as the Observatory District.
- 2.5 District 5: The property referenced as District 5 as shown on the District Map contained herein. May also be referred to as the Community Entertainment Center District.
- 2.6 Controlling Developer: EdgeRock Development, LLC, its successors or assigns.
- 2.7 Motorsports Industry Team Facility: An establishment in which the research, development, and application of motorsports technologies for a single or partnered motorsports team takes place. This definition may also include engine testing, racing logistics and engineering, performance technology, and other associated uses to the motorsports industry or speedway logistics.

Section 3. **Concept Plan.** The Concept Plan (see **Exhibit C**) is hereby incorporated in accordance with Article 10.0(F)(2) Planned Unit Development District; PUD District Ordinance Requirements; Concept Plan. The final layout and site plans shall be subject to the regulations of this Ordinance.

Section 4. **Illustrative Character Exhibits.** The “Illustrative Character Exhibits”, attached hereto as **Exhibit D** and **Exhibit E** are hereby incorporated to capture the intended quality of the improvements made on the designated District 4 and District 5 portions of the Real Estate. In the event that District 4 is not developed in substantial compliance with **Exhibit D**, the Architectural Standards of the State Highway 32 Overlay District shall apply. In the event that District 5 is not developed in substantial compliance with **Exhibit E**, the Architectural Standards of Article 6.3 Architectural Standards of the UDO shall apply.

Section 5. **Underlying Zoning District.**

- 5.1 The underlying zoning district for Districts 1, 3, 4 and 5 shall be LB: Local and Neighborhood Business District.
- 5.2 The underlying zoning district for District 2 shall be AG-SF1: Agriculture/Single-Family Rural

Section 6. **Permitted Uses.** All uses permitted in the Underlying Zoning Districts, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted except as modified below:

- 6.1 **Prohibited Uses:** The following shall be explicitly prohibited:
- Heliport
 - Special Exception Uses
- 6.2 **Additional Permitted Uses:** The following additional uses shall be permitted:
- Hotel
 - Permitted in District 1 only
 - Commercial Recreational Facility
 - (i) Permitted in District 5 only
 - (ii) Permitted only if developed in substantial compliance with the Architectural Character Exhibits shown in **Exhibit E**
 - Race Track
 - (i) Permitted in District 5 only
 - (ii) Permitted only if developed in conjunction with an adjoining Commercial Recreational Facility that is substantially compliant with the Architectural Character Exhibits shown in **Exhibit E**
 - (iii) Only electric-powered recreational go-karts shall be permitted to be utilized on any permitted Race Track.
 - Motorsports Industry Team Facility
 - (i) Permitted in District 5 only
 - (ii) Permitted only if developed in conjunction with an adjoining Commercial Recreational Facility that is substantially compliant with the Architectural Character Exhibits shown in **Exhibit E**
 - (iii) All day-to-day operations unrelated to loading or unloading of equipment and/or business-related products shall take place completely indoors.

Section 7. **General Regulations.** The regulations of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply except as otherwise modified below.

7.1 Article 4.14 LB: Local and Neighborhood Business District

- Minimum Building Setback Lines:
 - (i) Front Yard: Thirty (30) feet
- Maximum Building Height:
 - (i) District 1: Sixty (60) feet if a Hotel is built within District; otherwise, forty-five (45) feet shall be the maximum.
 - (ii) District 3: Forty-five (45) feet
 - (iii) District 4: Ninety (90) feet if a Museum that is built in substantial compliance with the Illustrative Character Exhibits shown in **Exhibit D** is built within District 4; otherwise, forty-five (45) feet shall be the maximum.
 - (iv) District 5: Forty-five (45) feet
- Project Perimeter Setback: Shall not apply.
- Building Size Requirements:
 - (i) Maximum Business Size: Shall not apply.
 - (ii) Maximum Aggregate of all Buildings (within a single development): Five Hundred Thousand (500,000) square feet of gross floor area

7.2 General Requirements for District 2

The Controlling Developer of the Real Estate commits to donate the real estate of which District 2 is comprised to the City of Westfield no later than fifty percent (50%) of the occupancy of the first building constructed on the Real Estate. In addition, the real estate of which District 2 is comprised shall be calculated as part of the PUD's fifteen percent (15%) Open Space requirement.

Section 8. Overlay Districts.

- 8.1 US Highway 31 Overlay District: Article 5.2 US Highway 31 Overlay District shall not apply to the development of the Real Estate
- 8.2 State Highway 32 Overlay District: Article 5.3(K) Architectural Design Requirements of the State Highway 32 Overlay District (the "32 Overlay") shall apply to development within District 1 and District 3, except as otherwise modified by this Ordinance. 32 Overlay Architectural Design Requirements shall apply to District 4 in the event that a development not substantially compliant with **Exhibit D** is developed.

Section 9. Development Standards: The standards of Chapter 6: Development Standards as applicable to the Underlying Zoning District, shall apply to the development of

Real Estate, except as otherwise modified below. In addition, the follow shall apply:

- 9.1 Article 6.1 Accessory Buildings. Shall apply. In addition, trash enclosures located in District 5 may only exist in the areas depicted in **Exhibit F**. If conflicts with easements or landscaping exist, the Director may permit trash enclosures in areas not shown on **Exhibit F**; however, trash enclosures shall not be placed in any Tomlinson Road Front Yard or the Proposed Local Road Front Yard in District 5 as shown on the Concept Plan.
- 9.2 Article 6.3 Architectural Standards: Shall not apply to Districts 1 and 3; rather the Architectural Design Requirements of the 32 Overlay shall apply.

For Districts 4 and 5, if a provision of Article 6.3 Architectural Standards is in conflict with the Illustrative Character Exhibits shown in **Exhibit D** and **Exhibit E**, then the Illustrative Character Exhibits shall control.

In the event that a development not substantially compliant with **Exhibit D** is proposed within District 4, the Architectural Design Requirements of the 32 Overlay shall apply.

- 9.3 Chapter 6.8 Landscaping Standards. Shall apply to the development except as otherwise modified or enhanced below.
- A three (3) foot tall mound shall be installed abutting no less than seventy-five percent (75%) of the entirety of the southern boundary of District 5. On the top of this berm shall be a staggered row of evergreen trees, one placed no less than every fifteen (15) feet.
 - A three (3) foot tall mound shall be installed abutting no less than seventy-five percent (75%) of the entirety of the eastern boundary of Districts 4 & 5. On the top of this berm shall be a staggered row of evergreen trees, one placed no less than every fifteen (15) feet. In addition, a thirty (30) foot Buffer Yard shall be required to exist immediately adjacent to the Wyatt Parcel, identified as 18710 Chad Hittle Drive at the time of this Ordinance's approval.
- 9.4 Chapter 6.9 Lighting Standards. Shall apply. In addition, the following shall also apply:
- Uniformity. All lighting fixtures and poles shall consistent in style, color, size, height and design.
 - Decorative Fixtures. Decorative light fixtures shall be provided along the Real Estate's entrance drives, public rights-of-way, building ad pedestrian walkways as part of the site's overall architectural design.
 - Full Cut-Off Fixtures. With the exception of low intensity architectural lighting and sign lighting, exterior wall mounted lights and pole mounted

lights shall utilize full cut-off fixtures that direct light downward towards the Earth's surface.

- Architectural Lighting. Architectural Lighting shall be permitted in District 5 only. Architectural Lighting shall be consistent with the Illustrative Character Exhibits contained in **Exhibit E** and shall project light only against Building Facades and not into the sky.
- Light Levels. No wall or pole mounted lights shall cause light levels along the south property line to exceed 0.1-foot candles. Additionally, lights located within or on the perimeter of Parking Areas on the Real Estate adjacent to residential areas to the south of the Real Estate shall be dimmed after 11:00 p.m. to a level no greater than 65% of the maximum light levels.
- Light Poles. Pole mounted lights shall not exceed twenty (20) feet in height, including the base with the exception of pole mounted lights fronting on the multiuse path, which shall not exceed fifteen (15) feet in height including the base.
- Neon-Colored Lighting. Neon-colored LED accent lighting shall be permitted along the roof lines of commercial buildings provided that the lighting is fully shielded from above.

9.5 Chapter 6.14 Parking and Loading Standards. Shall apply. In addition, the following shall also apply:

- A maximum of three (3) rows of parking shall be permitted to exist abutting the 191st Street and Tomlinson Road Rights-of-way within District 1 and District 3.

9.6 Chapter 6.17 Sign Standards. Shall apply except as modified or enhanced below.

- Individual and/or Center Monument Signs shall be architecturally compatible with the architecture of the Real Estate's buildings.
- A maximum of two (2) Center Monument Signs shall be permitted on the Real Estate. One Monument Center Sign shall be permitted along the Real Estate's 191st Street frontage and one Monument Center Sign shall be permitted for the Real Estate's Tomlinson Road frontage. Each of these aforementioned Center Monument Signs may be a maximum of fifteen (15) feet in height and one hundred and twenty (120) square feet of sign area, per face.
- Permitted Individual Monument Signs shall be a maximum of six (6) feet in height and contain a maximum of thirty-six (36) square feet of sign area, per face.

- 1) One (1) Individual Monument Sign shall be permitted within District 1.

- 2) One (1) Individual Monument Sign shall be permitted within District 2.
- 3) One (1) Individual Monument Sign shall be permitted within District 3 only if the Sign is located a minimum of two-hundred (200) feet from the Tomlinson Road or 191st Street Right-of-ways.
- 4) One (1) Individual Monument Sign shall be permitted within District 4 only if the Sign is located a minimum of two-hundred (200) feet from the Tomlinson Road or Wheeler Road Right-of-ways.
- 5) One (1) Individual Monument Sign shall be permitted within District 5 only if the Sign is located a minimum of two-hundred (200) feet from the Tomlinson Road or Wheeler Road Right-of-ways.

Section 10. **Design Standards:** The standards of Chapter 8: Design Standards shall apply to the development, except as otherwise modified below.

10.1 Article 8.6 Open Space and Amenity Standards shall apply, except as otherwise modified below.

- Minimum Open Space: Minimum Open Space for the Real Estate shall be fifteen percent (15%).

10.2 Article 8.7 Pedestrian Network Standards shall apply, except as otherwise modified or enhanced below.

- Pedestrian Accessibility. The following shall be required in order to encourage pedestrian connectivity with surrounding developments and enhance pedestrian connectivity internal to the Real Estate. Variations to the pedestrian accessibility depicted in the Concept Plan may be approved by the Director.
 - (i) An eight (8) foot wide path shall be provided along the Real Estate's 191st Street and Tomlinson Road frontages, as depicted on the Concept Plan.
 - (ii) All walkways internal to the Real Estate that cross vehicular ways (e.g. drive lanes, parking lots) shall be delineated and distinguished from the driving surface through the use of durable, low maintenance surface materials such as integrated concrete pavers, scored or textured concrete, or brick.
 - (iii) Perimeter trail and Central Trail to be installed.

- (iv) A pedestrian walkway shall be provided from the 191st Street and Tomlinson Road paths to the gathering space. Such walkway shall be at least eight (8) feet in width and may encroach into any required buffer yards.
- (v) Bike parking and common area benches shall be provided. The bike parking and common area benches shall be functional and architecturally consistent with the overall development.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF ____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

This document prepared by:

Daine Crabtree, Associate Planner, City of Westfield, 2728 E. 171st Street, Westfield, IN 46074

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

I hereby certify **ORDINANCE 19-60** was delivered to the Mayor of Westfield on the _____ day of _____, 2020.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 19-60
this _____ day of _____, 2020.

I hereby VETO ORDINANCE 19-60
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

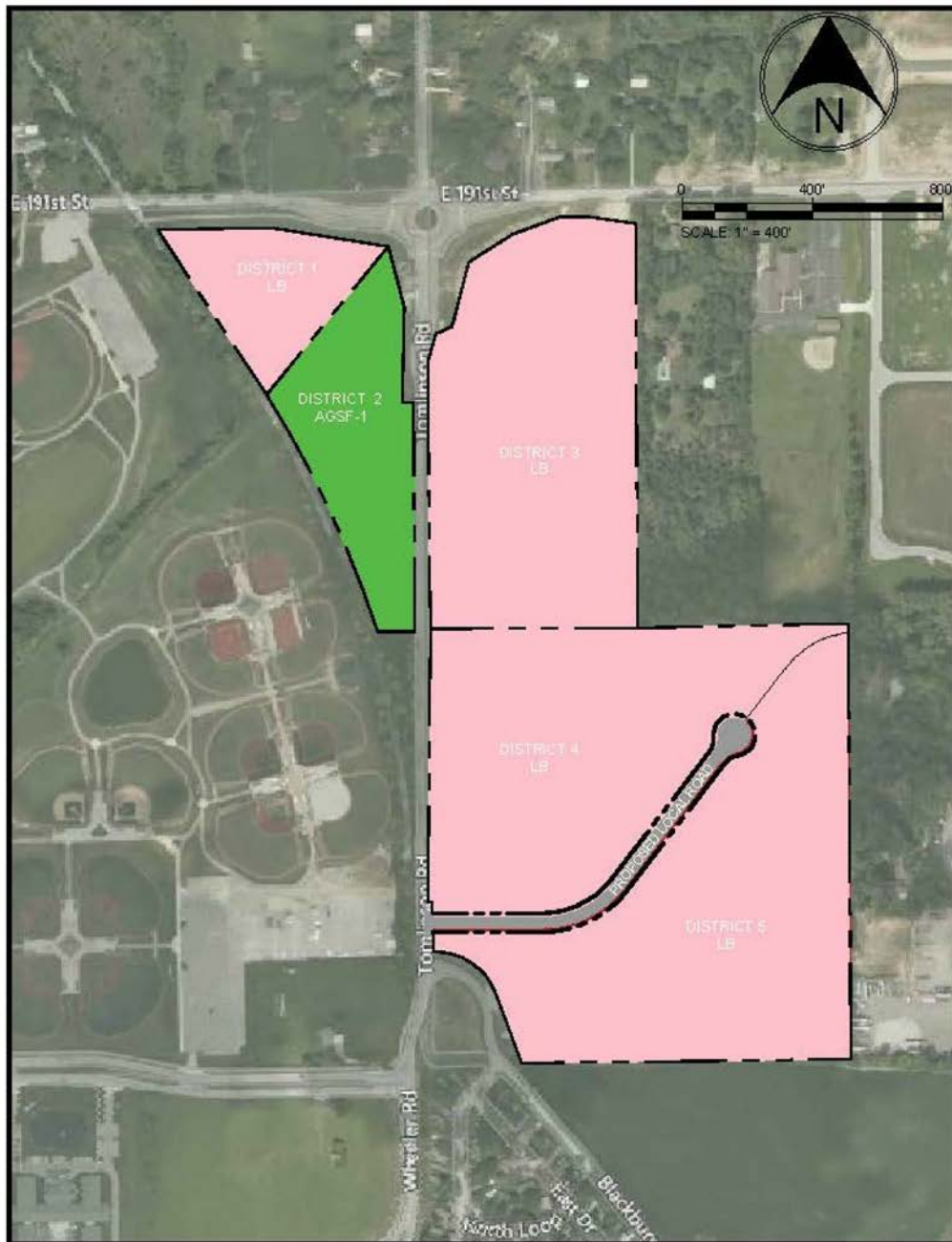
ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A
LAND DESCRIPTION

TBD

EXHIBIT B
DISTRICT MAP



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WESTFIELD, IN

10/25/19



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ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT C CONCEPT PLAN



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EXHIBIT D
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 4



**SERPENTINE
STRUCTURE**



**GLASS STOREFRONT TO EXPOSE
INTERIOR PLANETARIUM DOME**



**METAL PANEL ROOFS
AND FACADE**



**FLOWER PETAL
OBSERVATORY DOME**



RADIO TELESCOPE



**COVERED WALKWAYS
WITH ADA RAMPING**



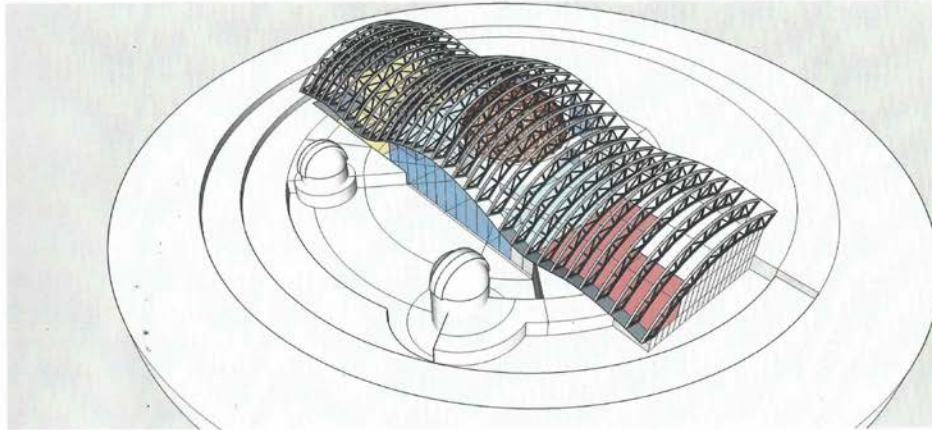
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10/28/19

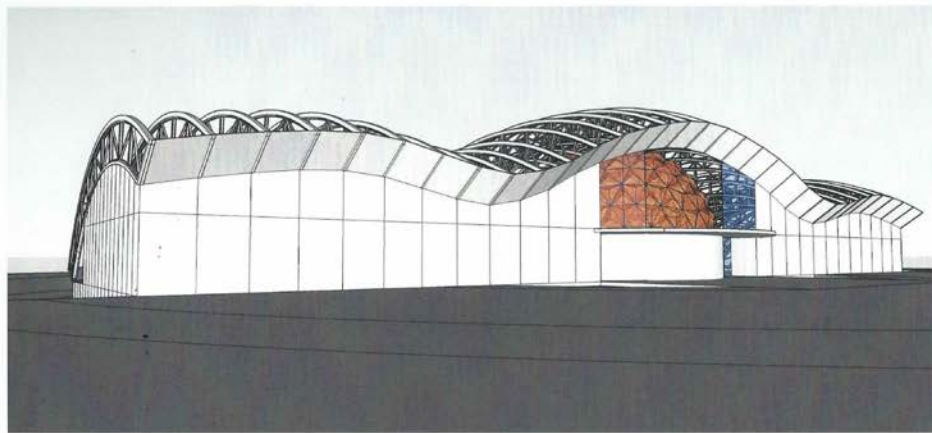


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ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT D
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 4



Astronaut David Wolf Observatory at Grand Universe, Westfield Indiana
Rear View
Roof panels deleted for clarity



Astronaut David Wolf Observatory at Grand Universe, Westfield Indiana
Front View
Roof panels deleted for clarity



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WESTFIELD, IN

10/25/19



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EXHIBIT D
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 4



EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



**LIMESTONE AND SHAMROCK
COLORED PRECAST**



**LOUVERED MECHANICAL
SCREENS**



**STOREFRONTS INSPIRED BY
PAGODA AT IMS**



**PUBLIC PLAZA; SIMILAR
TO MIDTOWN CARMEL**



**BRIGHTLY COLORED
SIGNAGE**



**ARCHITECTURAL
LIT TOWERS**



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 WESTFIELD, IN

10/24/19



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EXHIBIT E **ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5**

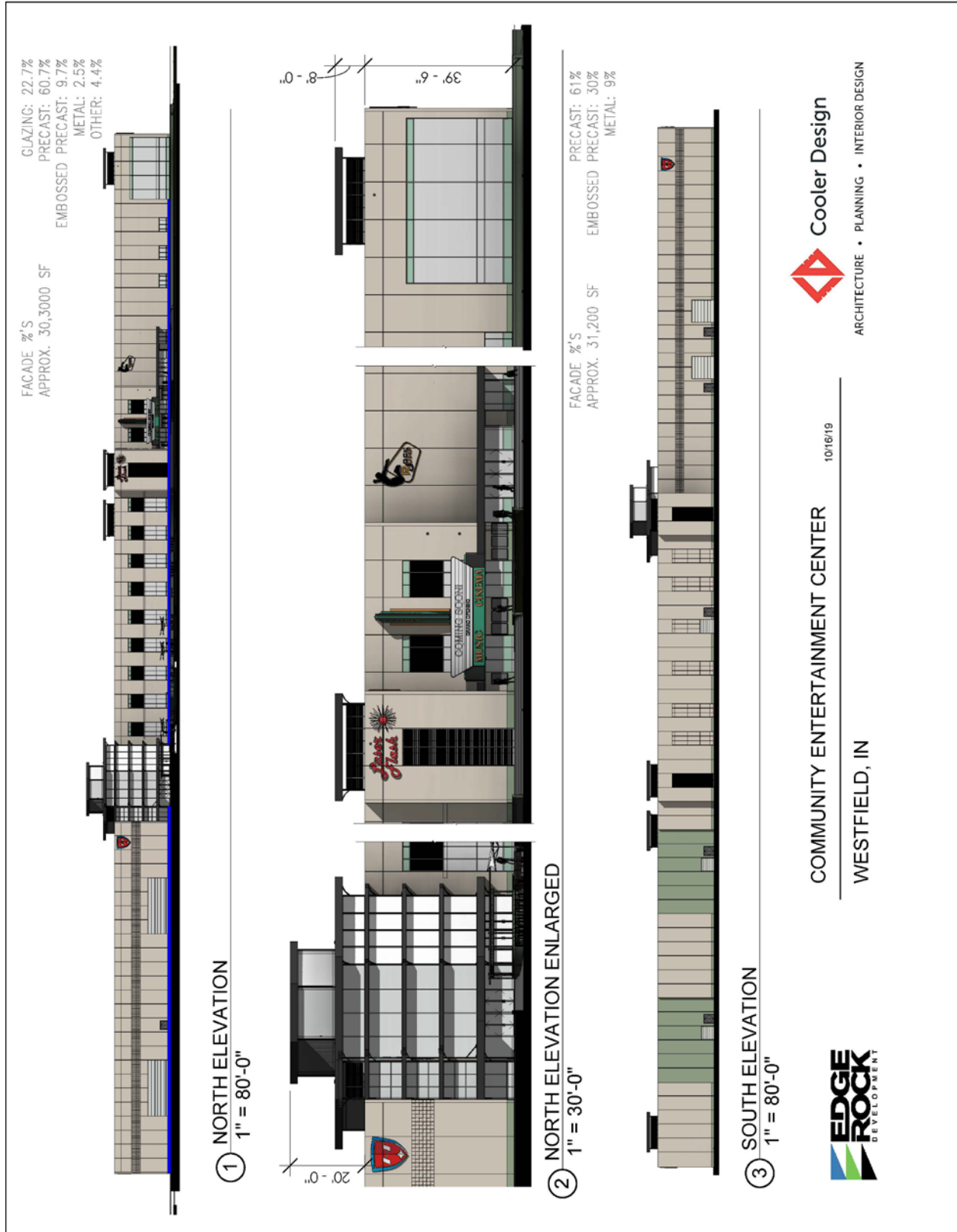


EXHIBIT E

ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5

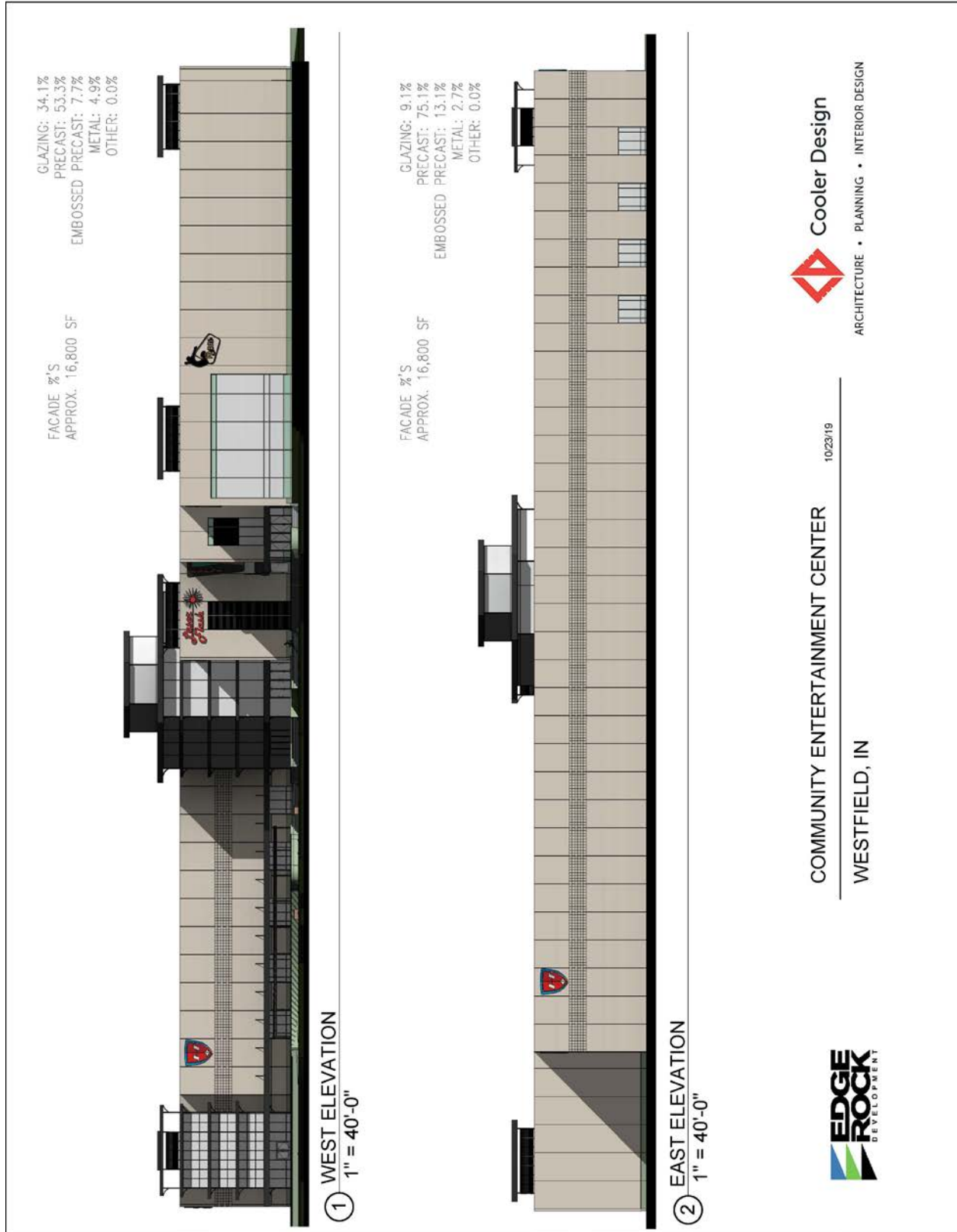


EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



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WESTFIELD, IN

10/30/19



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ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



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ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



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WESTFIELD, IN

10/25/19



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ARCHITECTURE • PLANNING • INTERIOR DESIGN

EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



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EXHIBIT E
ILLUSTRATIVE CHARACTER EXHIBITS FOR DISTRICT 5



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WESTFIELD, IN

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EXHIBIT F
BERM & TRASH ENCLOSURE EXCLUSION EXHIBIT



① SCHEMATIC DESIGN PLAN TRASH/LANDSCAPE
1" = 300'-0"



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WESTFIELD, IN

10/31/19



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Westfield City Council Report

Ordinance Number:	19-60 (the "Proposed PUD")
APC Petition Number:	1912-PUD-44
Petitioner:	EdgeRock Development, LLC (the "Petitioner")
Requested Action:	A change in zoning on 68 acres +/- from the AG-SF1: Agriculture/Single-Family Rural district to the Links Planned Unit Development (PUD) District
Current Zoning:	AG-SF1: Agriculture/Single-Family Rural
Current Land Use:	Vacant
Acreage:	68 acres +/- (the "Property")
Exhibits:	1. Staff Report 2. Location Map 3. Proposed Ordinance 19-60 4. District Map 5. Concept Plan 6. Illustrative Character Exhibits, Observatory 7. Illustrative Character Exhibits, Community Entertainment Center 8. Berm Exhibit 9. APC Certification
Prepared by:	Daine Crabtree, Associate Planner

PETITION HISTORY

This petition was introduced at the November 11, 2019, City Council meeting. The petitioner held a neighborhood meeting on Tuesday, November 26, 2019. The petition received a public hearing (the "First Public Hearing") at the December 2, 2019, Advisory Plan Commission (the "APC") meeting.

Because the Petitioner included incorrect public hearing information on the public hearing notice for the December 2nd meeting, an additional public hearing (the "Second Public Hearing") was held at the January 21, 2020, APC meeting.

At the February 3, 2020, APC meeting, this petition was forwarded to the City Council with a favorable (8-1) recommendation with the following condition:

- That Article 7.2 of the PUD be amended to read, “The Controlling Developer of the Real Estate commits to donate the real estate of which District 2 is comprised to the City of Westfield no later than fifty percent (50%) of the occupancy of the first building constructed on the Real Estate. In addition, the real estate of which District 2 is comprised shall be calculated as part of the PUD’s fifteen percent (15%) Open Space requirement.” (see **Exhibit 9**).

PROJECT OVERVIEW

Location: The petitioner is requesting the rezoning of approximately 68 acres +/- of Real Estate located on both the east and west sides of Tomlinson Road from 186th Street north to 191st Street (see **Exhibit 2**).

The Property is currently vacant and zoned AG-SF1: Agriculture/Single-Family Rural. The proposed Ordinance 19-60 (the “Proposed PUD”) proposes a PUD with the underlying zoning district remaining AG-SF1 for the area dedicated for a park and LB: Local Business for the entire remainder of the Property (see **Exhibit 4**).

ZONING REQUEST

The petitioner requests this change in zoning to create a new PUD to accommodate commercial and institutional development.

Concept Plan: A Concept Plan (see **Exhibit 5** or **Exhibit C** of the PUD) is made a part of the PUD. A related District Map (see **Exhibit 4** or **Exhibit B** of the PUD) shows the Property divided into five (5) different Districts:

- District 1 – the Hotel District
- District 2 – the Park District
- District 3 – the Technology Center District
- District 4 – the Observatory District
- District 5 – the Community Entertainment Center District

Underlying Zoning: The proposed underlying zoning for District 2 is AG-SF1: Agriculture/Single-Family Rural. The proposed underlying zoning for the remaining Property, District 1 and 3 through 5, is LB: Local Business.

Illustrative Character Exhibits: Illustrative Character Exhibits (see **Exhibit 6** and **Exhibit 7** or **Exhibit D** and **Exhibit E** of the PUD) is made a part of the PUD which intend to capture the intended quality of improvements made in District 4 and District 5 of the PUD. In the event that District 4 is not developed in substantial compliance with **Exhibit D**, the Architectural Standards of the State Highway 32 Overlay District shall apply. In the event that District 5 is not developed

in substantial compliance with **Exhibit E**, the Architectural Standards of Article 6.3 Architectural Standards of the UDO shall apply.

Permitted Uses: All uses permitted in the underlying zoning shall be permitted with the exception of heliports and Special Exception uses.

In addition, four (4) additional uses are proposed, all permitted in specific districts:

- Hotel is an additional permitted use in District 1 only
- Commercial Recreational Facility is an additional permitted use in District 5 only. In addition, it shall only be permitted if it is developed in substantial compliance with the Illustrative Character Exhibits in **Exhibit 7** or **Exhibit E** of the PUD.
- Race Track is an additional permitted use in District 5 only. In addition, it shall only be permitted if it is developed in conjunction with an adjoining Commercial Recreational Facility that is substantially compliant with the Illustrative Character Exhibits in **Exhibit 7** or **Exhibit E** of the PUD. Only electric, recreational go-karts are permitted on any Race Track.
- A Motorsports Industry Team Facility is an additional permitted use in District 5 only. In addition, it shall only be permitted if it is developed in conjunction with an adjoining Commercial Recreational Facility that is substantially compliant with the Illustrative Character Exhibits in **Exhibit 7** or **Exhibit E** of the PUD.

Overlay Districts: The PUD proposes that the US 31 Overlay not apply to the Property. The PUD also proposes that the Architectural Standards set forth in the State Highway 32 Overlay District be applicable to District 1 and District 3, which are located adjacent to 191st Street. If District 4 is not developed in substantial compliance with the Illustrative Character Exhibits in **Exhibit D** (the Observatory) Architectural Standards of the State Highway 32 Overlay District shall apply.

Development Standards: The PUD proposes building setback, building height, and building size modifications and/or enhancements from the UDO's LB District standards.

Lighting: The PUD proposes that neon-colored LED lighting be permitted along the rooflines of commercial buildings provided that the lighting is fully shielded from above. Additionally, architectural lighting shall be consistent with what is shown in **Exhibit E** of the PUD and shall project only against building facades and not into the sky.

Signage: The PUD proposes that the Property be permitted two Nonresidential Center Signs, one along 191st Street and one along Tomlinson Road. These shall be restricted to a maximum of fifteen (15) feet in height and one hundred and twenty (120) square feet of sign area per face.

Additionally, the PUD proposes that a maximum of one (1) Individual Monument Sign be permitted in each of the five (5) Districts. For Districts 3, 4 and 5, any Individual Monument Sign must be located at least two hundred (200) feet away from the right-of-way line of Tomlinson Road, Wheeler Road and/or 191st Street, whichever may be applicable.

MODIFICATIONS SINCE THE NOVEMBER 11, 2019 CITY COUNCIL INTRODUCTION

- Revising the underlying zoning districts of District 2 from LB: Local Business to AG-SF1: Agriculture Single-Family Rural and District 5 from GB: General Business to LB: Local Business.
- Requiring that a maximum of three (3) rows of parking be permitted to exist abutting the 191st Street and Tomlinson Road Rights-of-way within District 1 and District 3.
- Defining “Motorsports Industry Team Facility” and including it as a permitted use within District 5 if developed in conjunction with an adjoining Commercial Recreational Facility that is substantially compliant with the Architectural Character Exhibits shown in **Exhibit E**.
- Adding language that would require District 4 to follow State Highway 32 Overlay Architectural Standards if a development not substantially compliant with the Illustrative Character Exhibits within **Exhibit D** is developed.
- Adding language that requires a three (3) foot tall mound with staggered evergreen trees abutting no less than seventy-five percent (75%) of the entirety of the south lot line of District 5. Additionally, Language has been added requiring a three (3) foot tall mound with staggered evergreen trees abutting no less than seventy-five percent (75%) of the entirety of the east lot line of Districts 4 and 5 (see **Exhibit 8**). Additionally, a thirty (30) foot Buffer Yard will be required between the Property and the Wyatt Parcel, identified as 18710 Chad Hittle Drive at the time of the Ordinance’s approval.
- Revising language within Article 7.1 so that it now reads that the Maximum Aggregate of all Buildings is 500,000 square feet of “gross floor area” instead of “gross leasable area”
- Revising language within Article 9.4 so that it now reads “neon-colored LED accent lighting shall be permitted” instead of “neon lighting shall be permitted”.
- The South Elevation (see page 2 of **Exhibit 7**) has been revised to include more color and architectural elements.
- An additional rendering for District 4 has been added to **Exhibit D** of the PUD and **Exhibit 6**.
- Language has been added requiring that only ‘electric-powered recreational go-karts’ be permitted to be utilized on any permitted Race Track.
- Language has been added requiring that all day-to-day operations unrelated to loading or unloading of equipment and/or business-related products take place completely indoors at any Motorsports Industry Team Facility.
- Language has been added so that a maximum of one (1) Individual Monument Sign be permitted in each of the five (5) outlined Districts. For Districts 3, 4 and 5, any Individual Monument Sign must be located a minimum of two-hundred (200) feet from the Tomlinson Road, 191st Street, or Wheeler Road right-of-way line, whichever is applicable.
- Article 7.2 of the PUD has been amended to read, “The Controlling Developer of the Real Estate commits to donate the real estate of which District 2 is comprised to the City of Westfield no later than fifty percent (50%) of the occupancy of the first building

constructed on the Real Estate. In addition, the real estate of which District 2 is comprised shall be calculated as part of the PUD's fifteen percent (15%) Open Space requirement."

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the "New Suburban" and "Employment Corridor" land uses as the appropriate land use for the Property. However, the Property also falls within the area identified in the Family Sports Capital Addendum II of the Westfield-Washington Township Comprehensive Plan (the "Addendum"), which supersedes the Comprehensive Plan to the extent that policies and recommendations conflict. The Addendum sets forth the following goals:

- Provide intergenerational health, recreation and sporting opportunities within the City and provide facilities for state, regional and national tournaments
 - Cooperate with the Hamilton County Convention and Visitor's Bureau (the "HCCVB") to make Westfield the "Family Sports Capital of America" – a regional and national destination for sporting events and tournaments for all ages; and
 - Pursue economic development opportunities to capitalize on Westfield's already developing intergenerational sports niche. Examples include: multiple championship quality sports facilities; complementary health, recreation and technology related land uses; supporting entertainment, dining, lodging land uses; and, other uses which would support and compliment the Westfield intergenerational sports initiative
-

PROCEDURAL

Public Hearing: Amendments to Planned Unit Development Districts are required to be considered at a public hearing by the Plan Commission. The public hearings for this petition occurred at the December 2, 2019 and January 21, 2020, Plan Commission meetings. 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 11, 2019, Council meeting.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its February 3, 2020 meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 8 in favor, 1 opposed) with the following condition:

- That Article 7.2 of the PUD be amended to read, “The Controlling Developer of the Real Estate commits to donate the real estate of which District 2 is comprised to the City of Westfield no later than fifty percent (50%) of the occupancy of the first building constructed on the Real Estate. In addition, the real estate of which District 2 is comprised shall be calculated as part of the PUD’s fifteen percent (15%) Open Space requirement.” (see **Exhibit 9**)

City Council

Introduction: November 11, 2019

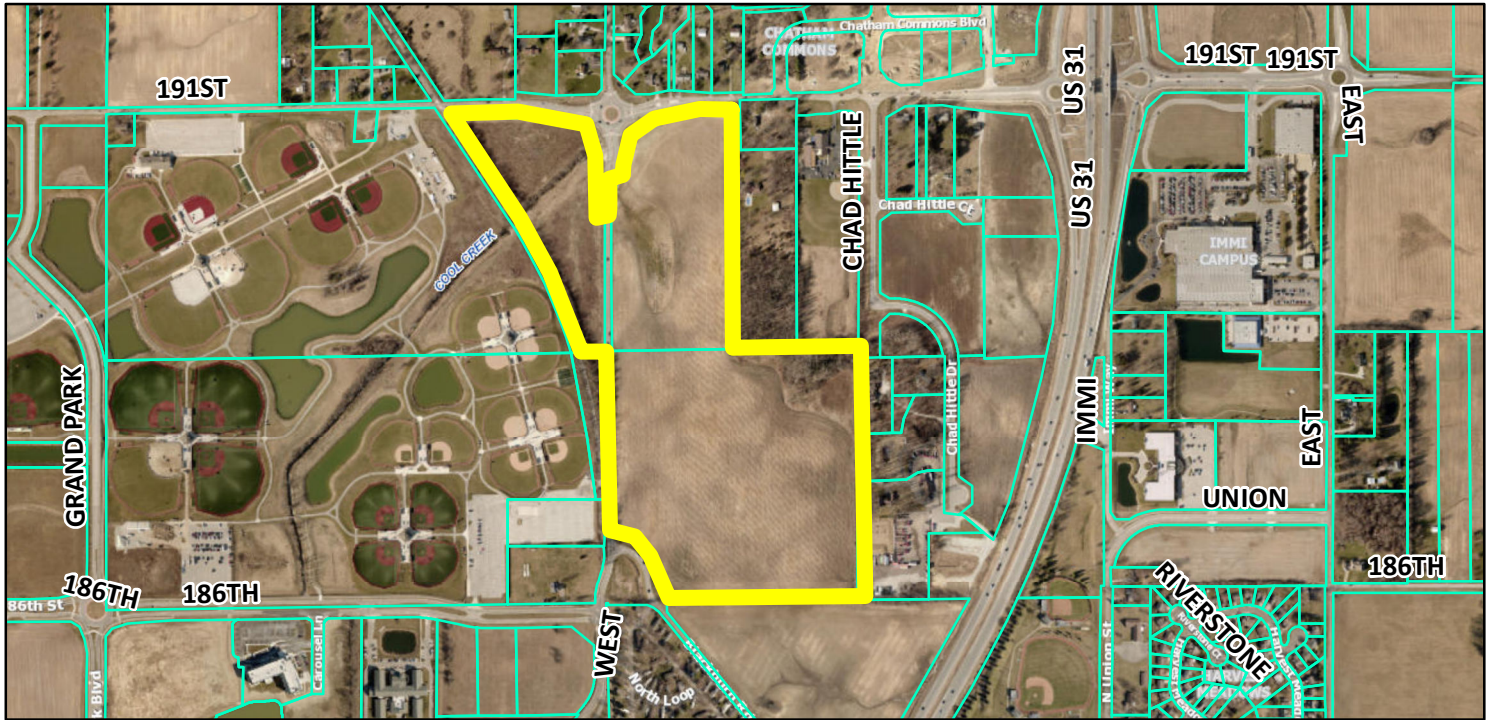
Eligible for Adoption: February 10, 2020

Submitted by: Daine Crabtree, Associate Planner
Community Development Department

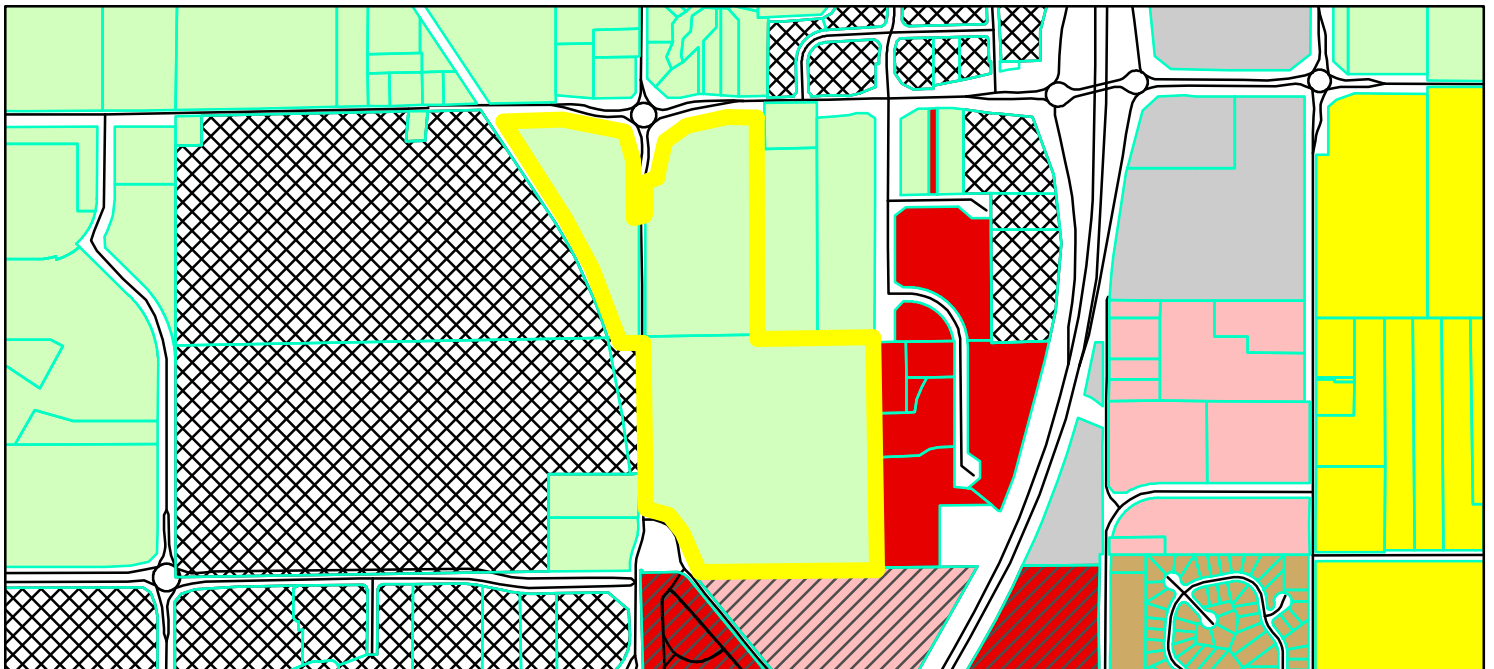
Links PUD (Ord. 19-60)

Aerial Location Map

 Site



Zoning Map



-  Parcel
 GIS DBO/PW Streets
- Zoning - All**
- Zoning**
-  AG-SF1 (Agriculture - Single Family - 1)
 -  EI (Enclosed Industrial)
 -  GB (General Business)
 -  GB-PD (General Business - Planned Development)
 -  LB (Local Business)
 -  LS-PD (Local Business - Planned Development)
 -  MF-1 (Multiple Family - 1)
 -  PUD (Planned Unit Development)
 -  SF-3 (Single Family - 3)

0 0.125 0.25
Miles



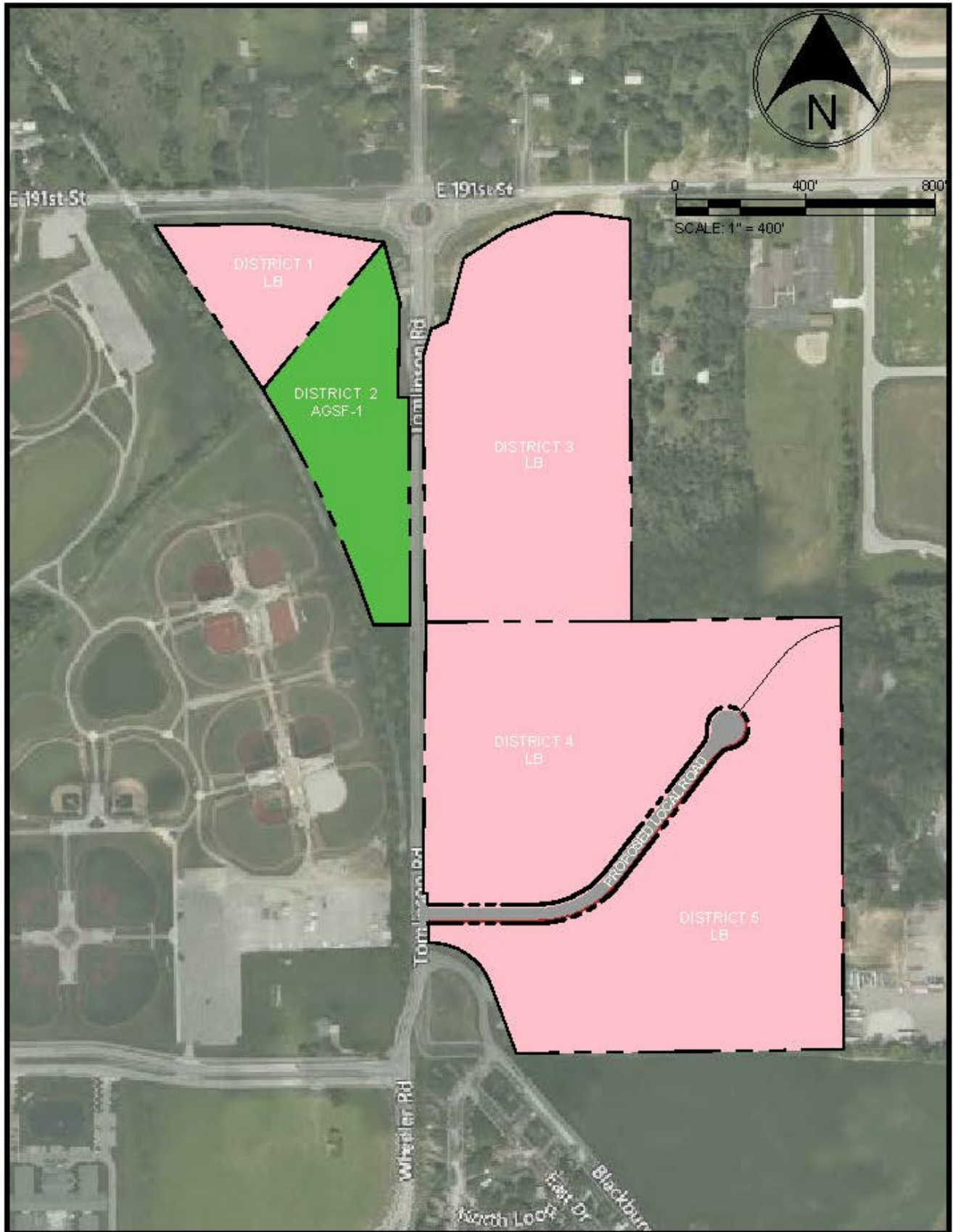


EXHIBIT B CONCEPT PLAN



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WESTFIELD, IN

10/25/19



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EXHIBIT D
ARCHITECTURAL CHARACTER FOR DISTRICT 4



**SERPENTINE
STRUCTURE**



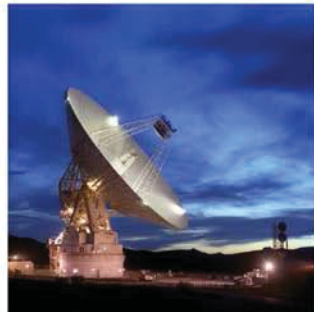
**GLASS STOREFRONT TO EXPOSE
INTERIOR PLANETARIUM DOME**



**METAL PANEL ROOFS
AND FACADE**



**FLOWER PETAL
OBSERVATORY DOME**



RADIO TELESCOPE



**COVERED WALKWAYS
WITH ADA RAMPING**



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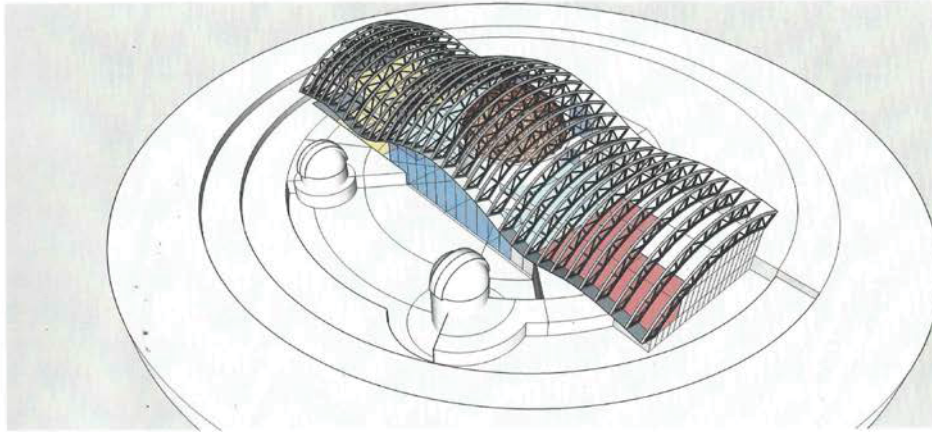
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EXHIBIT D
ARCHITECTURAL CHARACTER FOR DISTRICT 4

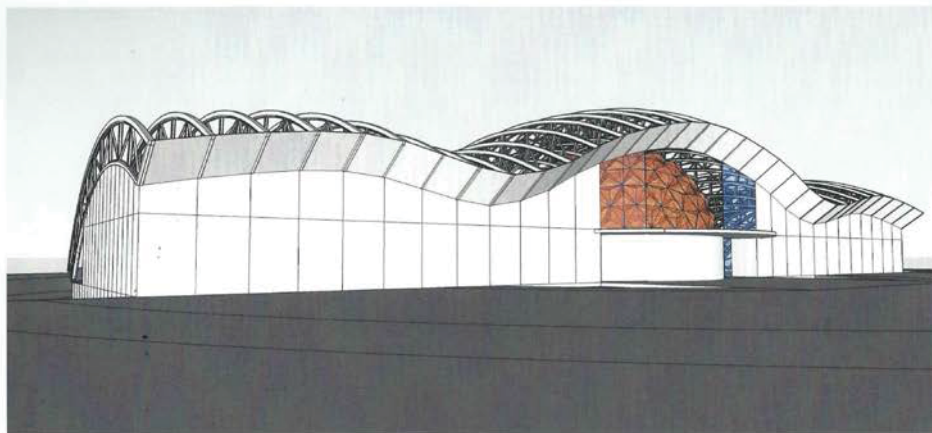


Bringing Science to Life.
Changing the World.

FANNING
HOWEY



Astronaut David Wolf Observatory at Grand Universe, Westfield Indiana
Rear View
Roof panels deleted for clarity



Astronaut David Wolf Observatory at Grand Universe, Westfield Indiana
Front View
Roof panels deleted for clarity



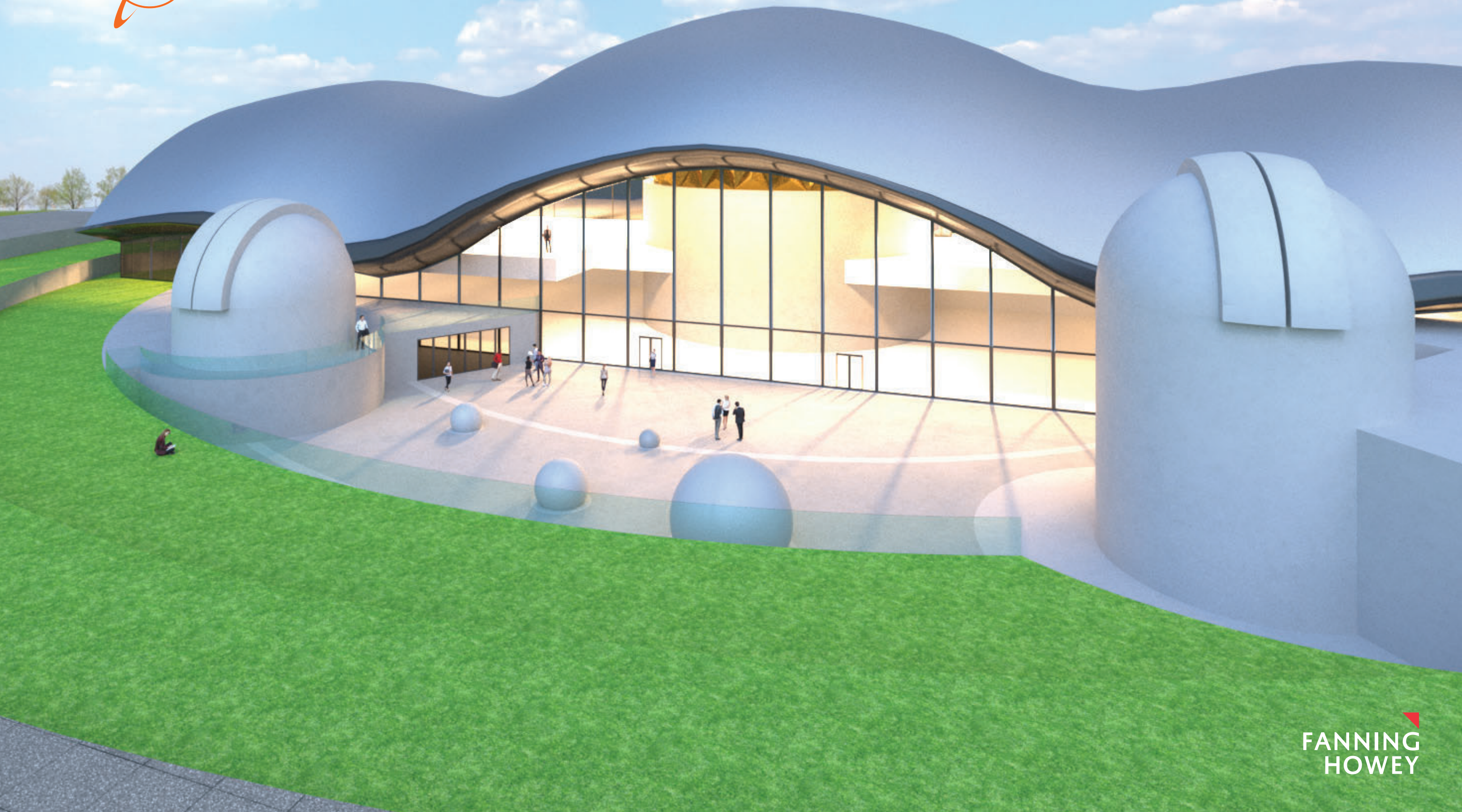
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**LIMESTONE AND SHAMROCK
COLORED PRECAST**



**LOUVERED MECHANICAL
SCREENS**



**STOREFRONTS INSPIRED BY
PAGODA AT IMS**



**PUBLIC PLAZA; SIMILAR
TO MIDTOWN CARMEL**



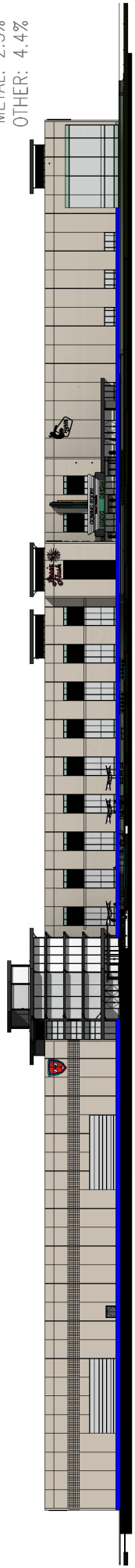
**BRIGHTLY COLORED
SIGNAGE**



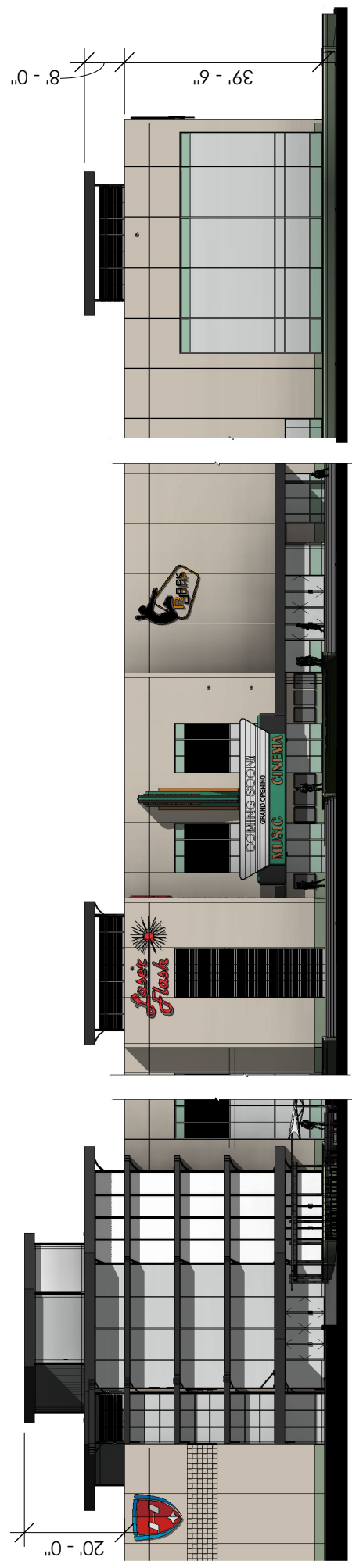
**ARCHITECTURAL
LIT TOWERS**

FACADE %'S
APPROX. 30,300 SF

GLAZING: 22.7%
PRECAST: 60.7%
EMBOSSED PRECAST: 9.7%
METAL: 2.5%
OTHER: 4.4%



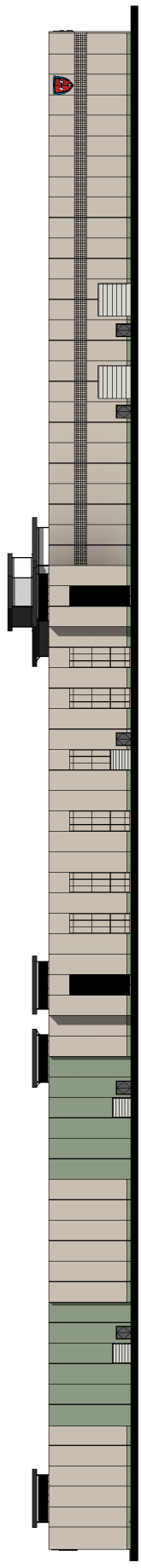
① NORTH ELEVATION
1" = 80'-0"



② NORTH ELEVATION ENLARGED
1" = 30'-0"

FACADE %'S
APPROX. 31,200 SF

PRECAST: 61%
EMBOSSED PRECAST: 30%
METAL: 9%



③ SOUTH ELEVATION
1" = 80'-0"

COMMUNITY ENTERTAINMENT CENTER

WESTFIELD, IN

10/16/19



GLAZING: 34.1%
PRECAST: 53.3%
EMBOSSED PRECAST: 7.7%
METAL: 4.9%
OTHER: 0.0%

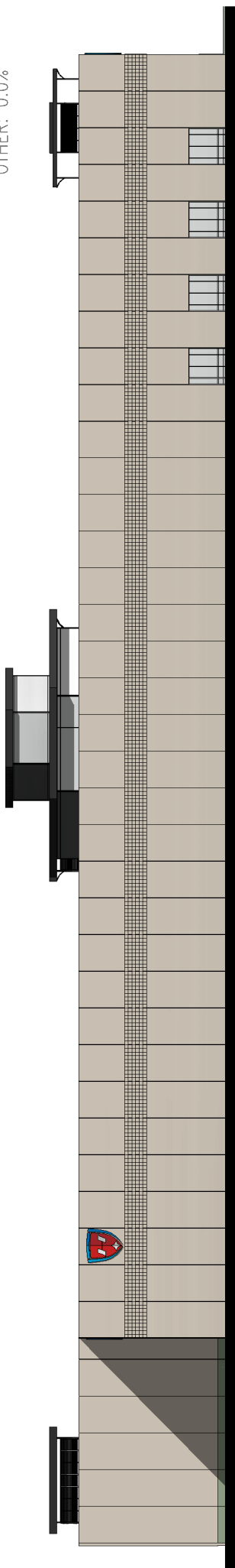
FACADE %'S
APPROX. 16,800 SF



① WEST ELEVATION
1" = 40'-0"

GLAZING: 9.1%
PRECAST: 75.1%
EMBOSSED PRECAST: 13.1%
METAL: 2.7%
OTHER: 0.0%

FACADE %'S
APPROX. 16,800 SF



② EAST ELEVATION
1" = 40'-0"



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1 SCHEMATIC DESIGN PLAN TRASH/LANDSCAPE

1" = 300'-0"

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

The Westfield-Washington Township Advisory Plan Commission held public hearings on Monday, December 2, 2019 and Tuesday, January 21, 2020, 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.	1912-PUD-44
Ordinance No.	19-60
Petitioner	EdgeRock Development, LLC
Description	A request to rezone approximately 68 acres +/- from the AG-SF1: Agriculture/Single-Family Rural District to the Links Planned Unit Development (PUD) District (the "PUD").

On February 3, 2020, a motion was made and passed to send a favorable recommendation (Vote: 8 in favor, 1 opposed) to the City Council regarding this petition with the following condition:

- That Article 7.2 of the PUD be amended to read, "The Controlling Developer of the Real Estate commits to donate the real estate of which District 2 is comprised to the City of Westfield no later than fifty percent (50%) of the occupancy of the first building constructed on the Real Estate. In addition, the real estate of which District 2 is comprised shall be calculated as part of the PUD's fifteen percent (15%) Open Space requirement."

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



Kevin M. Todd, Secretary

February 4, 2020

Date

ORDINANCE 20-09

Northpoint PUD Amendment III

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO TITLE 16 – LAND USE CONTROLS

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

WHEREAS, the City of Westfield, Indiana (the “City”) and the Township of Washington, both of Hamilton County, Indiana are subject to the Zoning Ordinance;

WHEREAS, The Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted Ordinance 17-51, Northpoint Planned Unit Development Ordinance on August 14, 2018 (the “Northpoint PUD”);

WHEREAS, The Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted Ordinance 19-57, Northpoint PUD Amendment I Ordinance on November 25, 2019 (the “GFS Amendment”);

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Petition No. 2003-PUD-03), filed with the Commission requesting an amendment to the Unified Development Ordinance and the Northpoint PUD with regard to the subject real estate more particularly described in Exhibit A attached hereto (the “Real Estate”);

WHEREAS, the Commission forwarded Petition No. 2003-PUD-03 to the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) with a _____ **recommendation (X-X)** in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2020; and,

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

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

Section 1. Applicability of Ordinance.

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

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

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

- 2.1 **Pump Room and Tank:** An Accessory Building with the purpose of holding and controlling water for the Principal Building’s fire suppression system.

Section 3. **Concept Plan:** The Concept Plan, attached hereto as **Exhibit B**, shall replace and supersede Exhibit D of Ordinance 19-57. The Real Estate shall be developed in substantial compliance with the Concept Plan.

Section 4. **Development Standards:** The standards of Article 6: Development Standards of the UDO, as amended by the Northpoint PUD and GFS Amendment, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below. In addition, the follow shall apply:

- 4.1 **Accessory Use and Building Standards:** The standards of Article 6.1 of the UDO, as amended by the Northpoint PUD and GFS Amendment, as applicable to the Underlying Zoning District, shall apply to the development of the District. In addition, the follow shall apply:

- A. A Pump Room and Tank, as shown the Concept Plan, shall be permitted in the Established Front Yard and shall have a Maximum Height of thirty-five (35) feet.

- 4.2 **Architectural Standards:** The Standards of Article 6.3 of the UDO, as amended by the Northpoint PUD and GFS Amendment, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as modified below. In addition, the follow shall apply:

- A. The Pump Room and Tank shall be constructed in Substantial Compliance with **Exhibit C**. No other Architectural Standards shall apply.

- B. The Maximum Building Height for the Principal Building shall be sixty-five (65) feet.

- 4.3 **Landscaping Standards:** The Standards of Article 6.8 of the UDO, as amended by the Northpoint PUD and GFS Amendment, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as modified below. In addition, the follow shall apply:

- A. The Landscape Plan, attached hereto as **Exhibit D**, shall replace and supersede Exhibit C of Ordinance 19-57.

- B. Existing trees within thirty (30) feet of the north property line shall be preserved. The number of new plantings may be reduced in accordance with Article 6.8(E) of the UDO.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS ____ DAY OF _____, 2020.

WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

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

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

I hereby certify **ORDINANCE 19-59** was delivered to the Mayor of Westfield on the _____ day of _____, 2020.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 19-59
this _____ day of _____, 2020.

I hereby VETO ORDINANCE 19-59
this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A
LAND DESCRIPTION

Limited Warranty Deed
Westfield DC 2019 LLC
Instrument No. 2020000531

PARCEL 1:

The Southeast Quarter of the Southeast Quarter of Section 19, Township 19 North, Range 4 East, in Hamilton County, Indiana, EXCEPT: 25.264 acres off of the south side thereof, containing after said exception 14.736 acres, more or less.

PARCEL 2:

12.632 acres of even width off of the south side of the following described tract of real estate:

The Southeast Quarter of the Southeast Quarter of Section 19, Township 19 North, Range 4 East, in Hamilton County, Indiana, EXCEPT: 12.632 acres off of the south side thereof.

PARCEL 3:

12.632 acres in even width off of the south side of the Southeast Quarter of the Southeast Quarter of Section 19, Township 19 North, Range 4 East, in Hamilton County, Indiana.

EXCEPT: that part conveyed to the City of Westfield by Warranty Deed recorded February 16, 2018 as Document 2018006274, described as follows:

A part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 19 North, Range 4 East and a part of the real estate described within Instrument Number 8811769 in the Office of the Recorder of Hamilton County, Indiana, depicted by the Plat marked Exhibit "B" which is attached to said Warranty Deed recorded February 16, 2018 as Instrument Number 2018006274, and more particularly described as follows:

BEGINNING at the southeast corner of said Section designated "41023" on said Plat and southeast corner of the Grantor's land; thence on and along the South line of said Section and Grantor's land North 89 degrees 50 minutes 08 seconds West (basis of bearing being the Location Control Route Survey Plat recorded as Instrument Number 2017010477 in the Office of the Recorder of said County) 30.00 feet to point "611" on said Plat; thence North 00 degrees 00 minutes 23 seconds East 276.34 feet to point "614" on said Plat; thence South 89 degrees 59 minutes 37 seconds East 30.00 feet to the east line of the Grantor's land; thence on and along said east line South 00 degrees 00 minutes 23 seconds West 276.42 feet to the Point of Beginning, containing 0.190 acres (8,291.43 square feet), more or less, inclusive of the presently existing right-of-way, which contains 0.063 acres (2728.81 square feet), more or less.

PARCEL 4:

The Southwest Quarter of the Southeast Quarter of Section 19, Township 19 North, Range 4 East, containing 40 acres, more or less.

EXHIBIT B
CONCEPT PLAN

[See following page]

Drawing name: K:\NO_LBA\170021006_Tipmann_GFS_Westfield_INV2_Design\CAD\Exhibits\170021006_GFS_PUD_Amendment_2020-1-31.dwg C3.0 Jun 31, 2020 1:08pm by bryan.sheward
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SITE DATA

SITE: ±81.86 ACRES
ZONED: NORTHPOINT PUD: COMMERCE PARK: DISTRICT 2
USE: COMMERCIAL WAREHOUSE/DISTRIBUTION

MINIMUM LOT AREA: 1 ACRE
MINIMUM LOT WIDTH: 70'
MAXIMUM BUILDING HEIGHT: 60'

FRONT BUILDING SETBACK: 200' (GRASSY BRANCH)
30' (196TH STREET)

SIDE BUILDING SETBACK: 10'
REAR BUILDING SETBACK: 10'

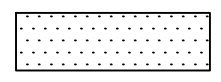
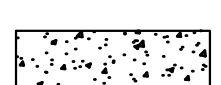
BUILDING COVERAGE: 26%

PARKING SUMMARY

PROPOSED
STANDARD PARKING SPACES =328 SPACES
TRAILER PARKING SPACES =114 SPACES
OVER THE ROAD WAITING AREA =20 SPACES
TRACTOR PARKING SPACES =168 SPACES

FUTURE
STANDARD PARKING SPACES =155 SPACES
TRAILER PARKING SPACES =43 SPACES
OVER THE ROAD WAITING AREA =14 SPACES
OVER THE ROAD DROP LOT =64 SPACES
TRACTOR PARKING SPACES =210 SPACES

PAVING AND CURB LEGEND

-  STANDARD DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
-  HEAVY DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
-  CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  RIGHT-OF-WAY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
*SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
-  8-FT ASPHALT TRAIL
REFER TO WESTFIELD STANDARD DETAILS

GENERAL NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
- OWNER HAS SUBMITTED FOR AND OBTAINED THE FOLLOWING SITE RELATED PERMITS:
AGENCY: CITY OF WESTFIELD: PERMIT #:
OVERALL DEVELOPMENT PLAN 1811-ODP-17
PRIMARY PLAT 1811-SPP-17
PUD AMENDMENT ORD.19-57
- OWNER HAS SUBMITTED FOR AND IS IN THE PROCESS OF OBTAINING THE FOLLOWING SITE RELATED PERMITS:
AGENCY: CITY OF WESTFIELD: PERMIT #:
DETAILED DEVELOPMENT PLAN TBD
SECONDARY PLAT TBD
SECONDARY PUD AMENDMENT TBD

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

TBM #1 COTTON GIN SPINDLE, 1.15' UP SOUTH SIDE OF POWER POLE #301-07.10, ON NORTH INTERSECTION OF 196TH STREET AND FLIPPINS ROAD
ELEVATION=894.55

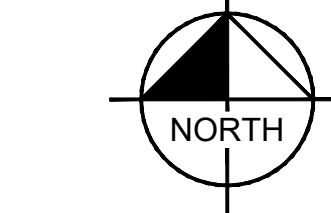
TBM #2 RAILROAD SPIKE, 1.2' UP SOUTH SIDE OF POWER POLE 075-375, ON NORTH SIDE OF 196TH STREET, SOUTHWEST OF RESIDENCE
ELEVATION=893.78

TBM #3 COTTON GIN SPINDLE, 1.4 FEET UP NORTH SIDE OF FENCE POST ON SOUTH SIDE OF 196TH STREET, 1/4 MILE WEST OF GRASSY BRANCH ROAD.
ELEVATION=897.00

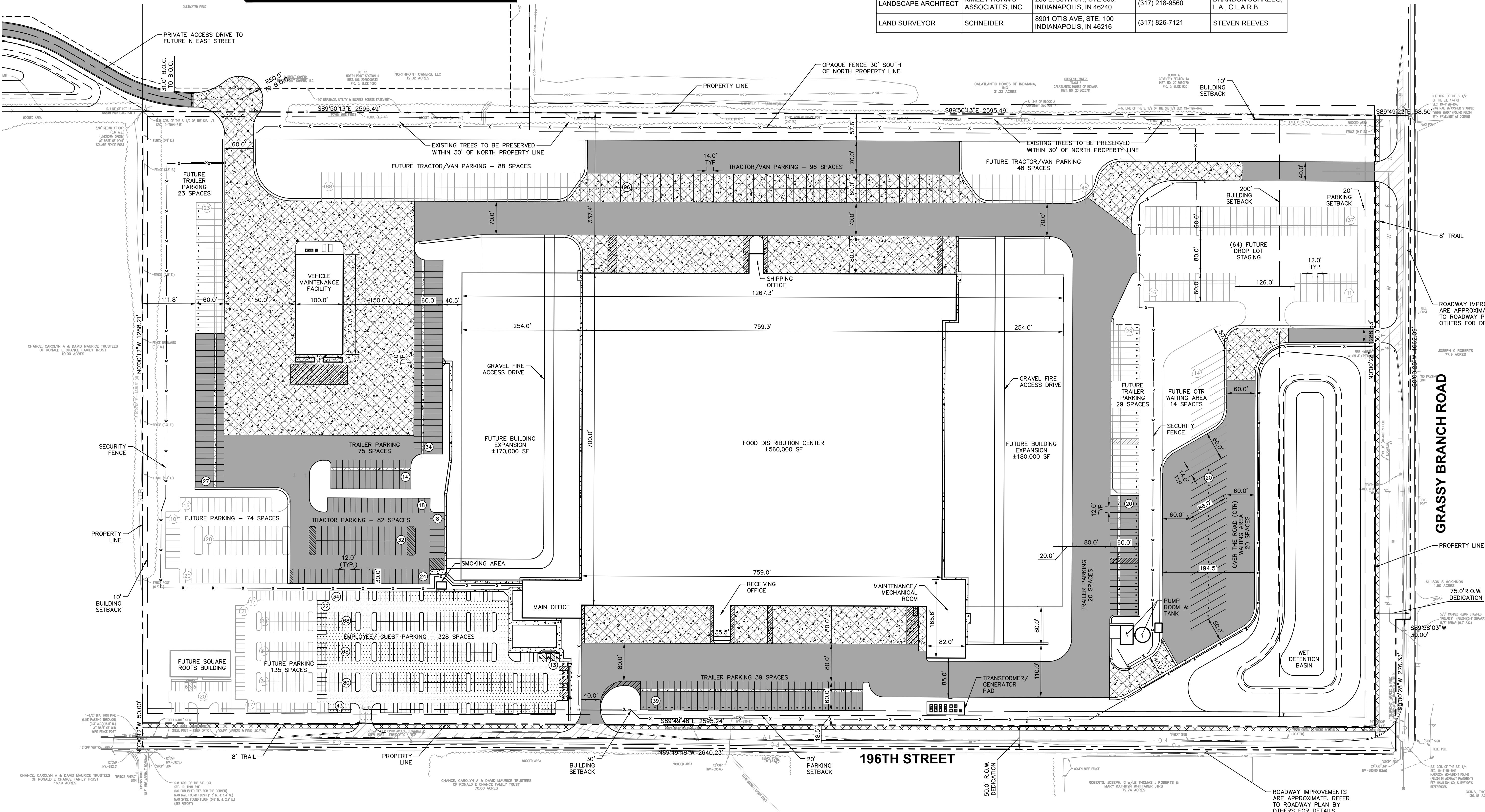
PROJECT TEAM

ROLE	COMPANY	ADDRESS	PHONE NUMBER/EMAIL	CONTACT
OWNER	PINNACLE REALTY SERVICES	1300 GEZON PARKWAY, SW WYOMING, MI 49509	(616) 260-3297	ADAM CROCKER
DEVELOPER	TIPPMANN CONSTRUCTION	9009 COLDWATER ROAD, FORT WAYNE, IN 46825	(260) 490-3000	JASON BRANSTETER AIA, LEED AP
CIVIL ENGINEER	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560 bryan.sheward@kimley-horn.com	BRYAN SHEWARD, P.E.
LANDSCAPE ARCHITECT	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560	BRANDON SCHREEG, L.A., C.L.A.R.B.
LAND SURVEYOR	SCHNEIDER	8901 OTIS AVE, STE. 100 INDIANAPOLIS, IN 46216	(317) 826-7121	STEVEN REEVES

Indiana Utilities Protection Service



GRAPHIC SCALE IN FEET
0 50 100 200



AS NOTED
DESIGNED BY: NPK
DRAWN BY: NUB
CHECKED BY: BAS

BRYAN ALLEN SHEPHERD
REGISTERED PROFESSIONAL ENGINEER
INDIANA
APPROVAL
PENDING NOT FOR CONSTRUCTION

TIPPMANN CONSTRUCTION
a Tipmann Group Company
7749 ACRES
10000 N. 100TH AVENUE
WESTFIELD, IN 46074

OVERALL SITE
PLAN

GORDON FOOD SERVICE
DEVELOPMENT
NWC 196TH ST & GRASSY BRANCH RD
WESTFIELD, IN 46074

ORIGINAL ISSUE:
01/31/2020
KHA PROJECT NO.
170021006
SHEET NUMBER
C3.0

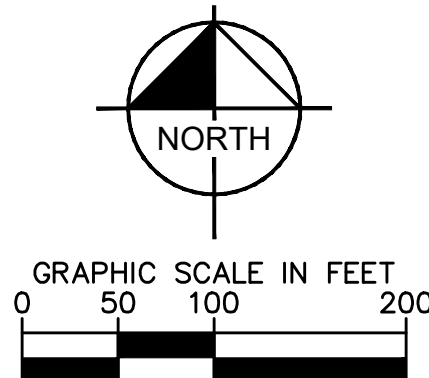
EXHIBIT C
PUMP ROOM AND TANK REPRESENTATIVE IMAGE

[See following page]

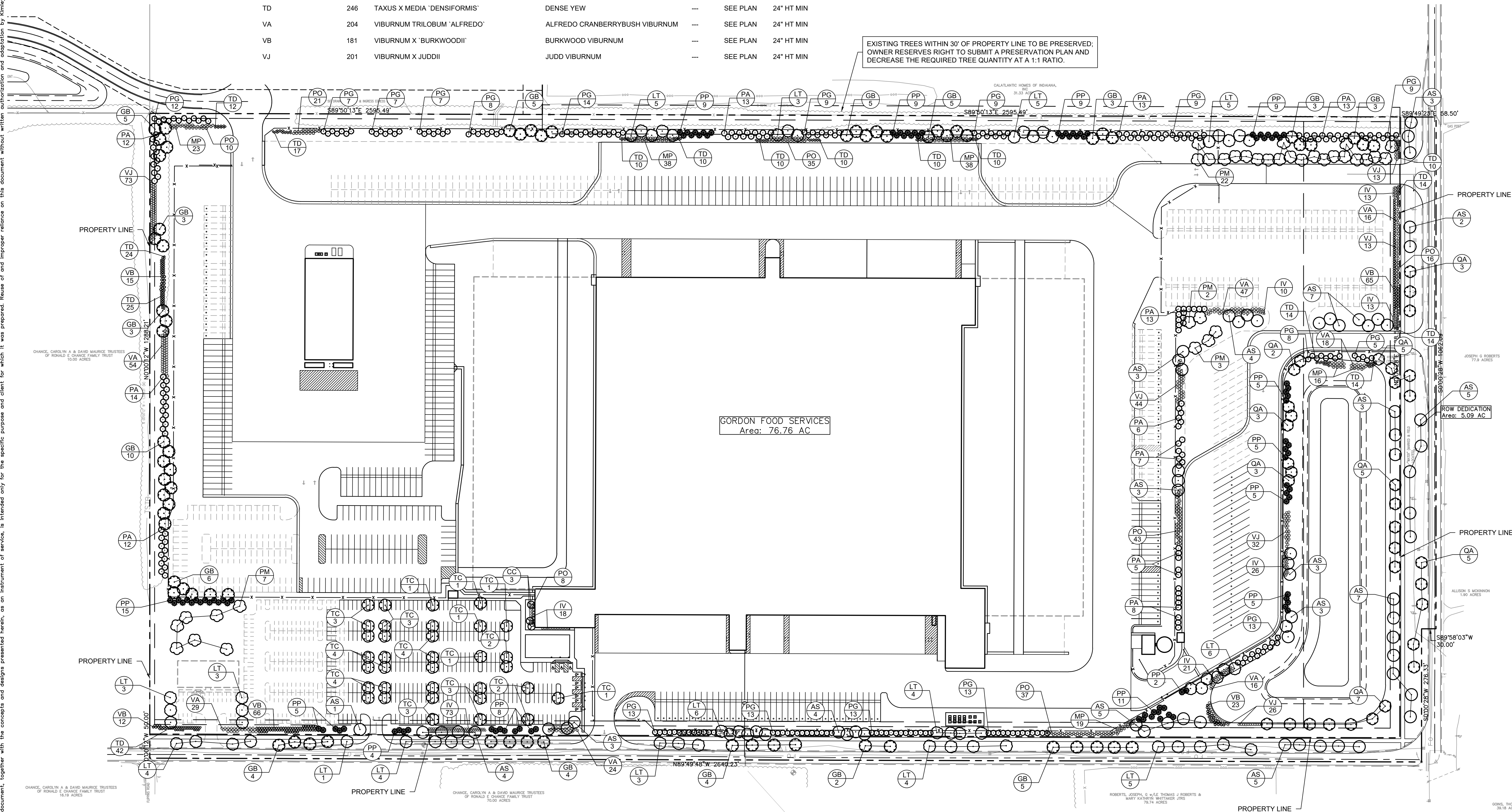


EXHIBIT
LANDSCAPE PLAN

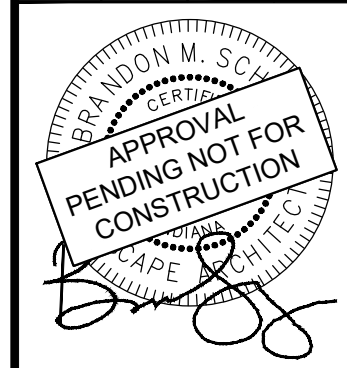
[See following 2 pages]



DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT
AS	65	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	B & B	2" CAL MIN	8' HT MIN
GB	70	GINKGO BILOBA 'AUTUMN GOLD' TM	AUTUMN GOLD GINKGO	B & B	2" CAL MIN	8' HT MIN
LT	61	LIRIODENDRON TULIPIFERA	TULIP TREE	B & B	2" CAL MIN	8' HT MIN
PM	34	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM	EXCLAMATION LONDON PLANE TREE	B & B	2" CAL MIN	8' HT MIN
QA	33	QUERCUS ALBA	WHITE OAK	B & B	2" CAL MIN	8' HT MIN
TC	34	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	B & B	2" CAL MIN	8' HT MIN
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT
PA	116	PICEA ABIES	NORWAY SPRUCE	B & B	---	6' HT MIN
PG	169	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B & B	---	6' HT MIN
PP	101	PICEA PUNGENS	COLORADO SPRUCE	B & B	---	6' HT MIN
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT
CC	3	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUD	B & B	2" CAL MIN	---
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
IV	174	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	---	SEE PLAN	24" HT MIN
MP	134	MYRICA PENNSYLVANICA	NORTHERN BAYBERRY	---	SEE PLAN	24" HT MIN
PO	170	PHYSOCARPUS OPULIFOLIUS 'SEWARD' TM	SUMMER WINE SEWARD NINEBARK	---	SEE PLAN	24" HT MIN
TD	246	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	---	SEE PLAN	24" HT MIN
VA	204	VIBURNUM TRILOBUM 'ALFREDO'	ALFREDO CRANBERRYBUSH VIBURNUM	---	SEE PLAN	24" HT MIN
VB	181	VIBURNUM X 'BURKWOODII'	BURKWOOD VIBURNUM	---	SEE PLAN	24" HT MIN
VJ	201	VIBURNUM X JUDDII	JUDD VIBURNUM	---	SEE PLAN	24" HT MIN

[illegible][illegible]

SCALE:	AS NOTED	 Kimley»Horn © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 250 EAST 96TH STREET, SUITE 580, INDIANAPOLIS, IN 46240 PHONE: 317-218-9560 WWW.KIMLEY-HORN.COM
DESIGNED BY:	MCD	
DRAWN BY:	MCD	
CHECKED BY:	BMS	
DATE:	01/20/2021	



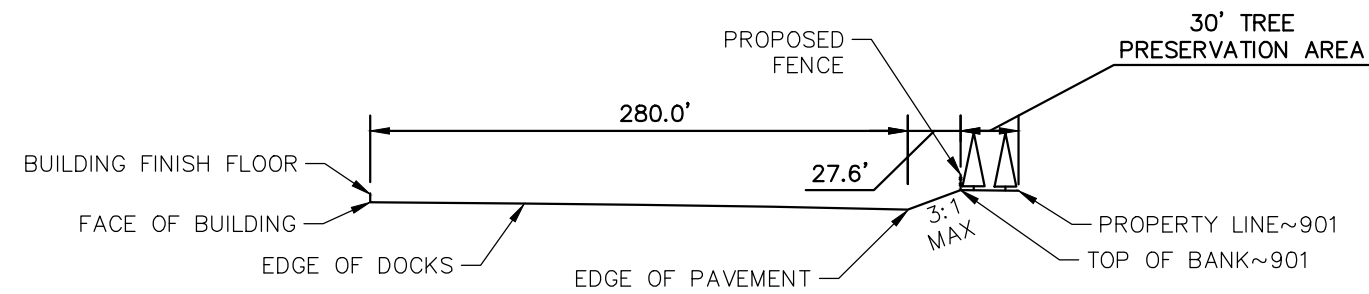
OVERALL LANDSCAPE PLAN

GORDON FOOD SERVICE
DEVELOPMENT
1WC 196TH ST & GRASSY BRANCH RD
WESTFIELD, IN 46074

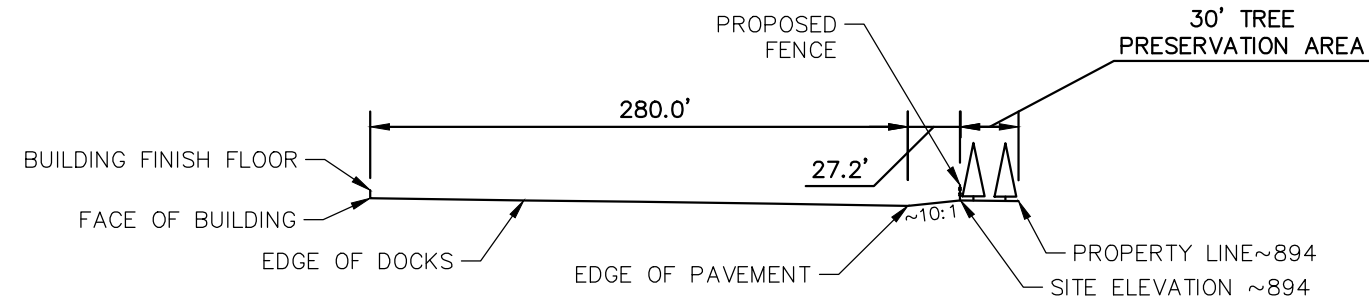
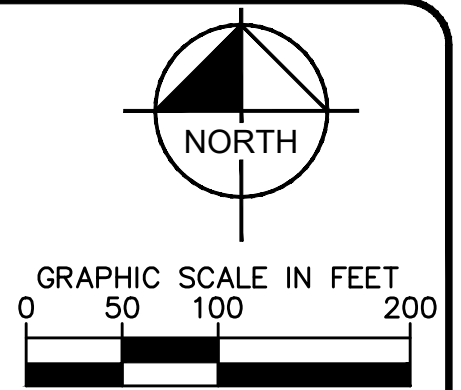
ORIGINAL ISSUE:
01/31/2020
KHA PROJECT NO
170021006

SHEET NUMBER

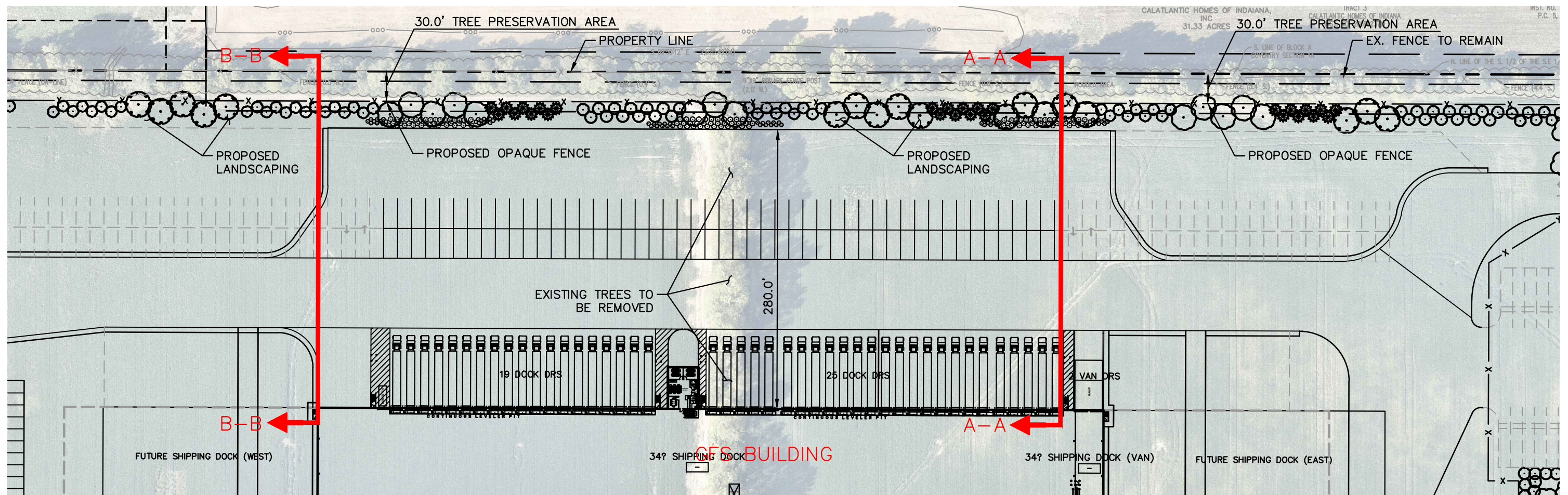
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**SECTION A-A
EAST SECTION**



**SECTION B-B
WEST SECTION**



ORDINANCE NUMBER 20-__

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE WHEELER LANDING 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 Common Council enacted Ordinance No. 18-04, the Wheeler Landing Planned Unit Development District (the "Wheeler Landing PUD Ordinance") on September 24, 2018;

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

WHEREAS, the Commission forwarded the Petition No. _____ to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (xx-xx) 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 _____, 2020; 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 Wheeler Landing PUD Ordinance, Unified Development Ordinance, and Zoning Map, are hereby amended as follows:

Section 1. Applicability of Ordinance.

1.1 This Ordinance shall amend the Wheeler Landing 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 Wheeler Landing 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 or the Wheeler Landing PUD Ordinance, as amended.

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 Unified Development Ordinance or (ii) the Wheeler Landing PUD 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 or the Wheeler Landing PUD Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

2.1 Front Building Façade shall mean only the Building Façade that contains the primary customer entrance for Buildings within Area II.

Section 3. Overlay Districts.

3.1 All provisions of this section of the approved Wheeler Landing PUD shall remain in full force and effect with the following addition. The standards of the 32 Overlay shall only apply to the development of Area II of the Real Estate with the following additional exceptions:

- A. Article 5.3(K)2 Building Elevations: Shall apply; however,
 - a. Article 5.3(K)(2)(b); shall be modified to require that Building Facades, which are one hundred forty (140) feet or greater in length, shall be designed with offsets (projecting or recessed) at intervals of not greater than sixty (60) feet. Offsets shall extend the entire vertical plane of the Building Facade and shall be a minimum depth of two (2) feet and a minimum aggregate length of twenty percent (20%) of the horizontal plane of the overall Building Facade. The elevations and renderings attached as Exhibit D shall be deemed to comply with these standards. So long as the final approved elevations are in substantial compliance with Exhibit D the elevations of the Building shall be deemed to comply with these standards.
 - b. Article 5.3(K)(2)(f)(ii) Flat Roofs; the requirements of the this section shall be deemed to be satisfied by the elevations and renderings attached as Exhibit D. So long as the final approved elevations are in substantial compliance with Exhibit D the elevations of the Building shall be deemed to comply with this standard.

- c. Article 5.3(K)(2)(j)(i) Drive-thrus and Fueling Stations; shall be modified to allow the drive thru lane to be located between the State Highway 32 right-of-way line or the Trail Corridor and the Building Facade nearest to said right-of-way line (e.g. Established Front Yard) or Trail Corridor for the Lot as illustrated on the site development plan attached as Exhibit C in order to provide the safest possible pedestrian connectivity to the Building and the Monon Trail.
 - d. Article 5.3(K)(2)(k) Building Materials; the requirements of the this section shall be deemed to be satisfied by the elevations and renderings attached as Exhibit D. So long as the final approved elevations are in substantial compliance with Exhibit D the elevations of the Building shall be deemed to comply with this standard.
- B. Article 5.3(L)(4)(c) Inter-connectivity; shall be modified to allow connectivity to the Trail Corridor to be provided in the manner illustrated on the frontage concept plan attached as Exhibit B.
- C. Article 5.3(M)(1)(a) Loading Berths; shall be modified to allow the loading berth/trash enclosure on the Lot depicted on Exhibit C to be located and oriented in the manner illustrated on the site development plan attached as Exhibit C.

Section 4. Development Standards.

4.1 The standards of Chapter 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below with the following additional exceptions:

- A. Article 6.1(H)(2) Screening of Receptacles and Loading Areas; shall apply per the terms of the PUD; however, the loading area on the Lot depicted on Exhibit C shall be permitted to be located in the manner illustrated on the site development plan attached as Exhibit C.
- B. Article 6.8(L)(4) Foundation Plantings; shall be modified to allow the foundation plantings on the Building Façades to be located in excess of fifteen (15) feet from the Building Façade to allow for patio areas and drive thru lanes. Planters shall be permitted to be utilized to meet the requirements of Article 6.8(L). The Landscape Plan attached as Exhibit E shall be deemed to comply with the requirements of 6.8(L).

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 20-__** was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-__**
this _____ day of _____, 2020.

I hereby VETO **ORDINANCE 20-__**
this _____ day of _____, 2020.

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.

Printed Name of Declarant

Prepared by _____

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Frontage Concept Plan
Exhibit C	Site Development Plan – Lot
Exhibit D	Elevations and Renderings – Lot
Exhibit E	Landscape Plan

EXHIBIT A
Real Estate (Legal Description)

Parcel #08-05-36-00-00-042.000: Begin 11 rods east of the Southwest corner of Section 36, Township 19 North, Range 3 East, in Hamilton County, Indiana; run thence North 70 rods; thence East 34 rods; thence South 70 rods to the South line of Section 36, West 34 rods to the place of beginning, containing 15 acres, more or less.

Parcel #08-05-36-00-00-041.000: Begin 45 rods East of the Southwest corner of Section 36, Township 19 North, Range 3 East; run thence North 70 rods; East 35 rods, more or less, to the East line of the West Half of the Southwest Quarter of said Section: thence South 70 rods; thence West 35 rods, more or less, to the place of beginning, containing 15 acres, more or less.

Parcels #08-05-35-00-00-028.000 & 08-05-35-00-00-028.002: A survey of a part of the Southwest Quarter of Section 35, Township 19 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:
BEGINNING at a point on the South line of the Southwest Quarter of Section 35, Township 19 North, Range 3 East, said Point of Beginning being South 89 degrees 39 minutes 49 seconds West (assumed bearing) 1021.48 feet from the Southeast corner of said Southwest Quarter; thence South 89 degrees 39 minutes 49 seconds West 296.71 feet to the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North 00 degrees 02 minutes 02 seconds East 1321.63 feet to the Northwest corner of the Southeast Quarter of said Southwest Quarter; thence North 89 degrees 46 minutes 55 seconds East 296.71 feet on and along the North line of the Southeast Quarter of said Southwest Quarter; thence South 00 degrees 02 minutes 02 seconds West 1321.02 feet to the Point of Beginning. Containing 9.00 acres, more or less, being subject to all applicable easements and rights-of-way of record.

Wheeler Landing PUD Amendment

EXHIBIT B

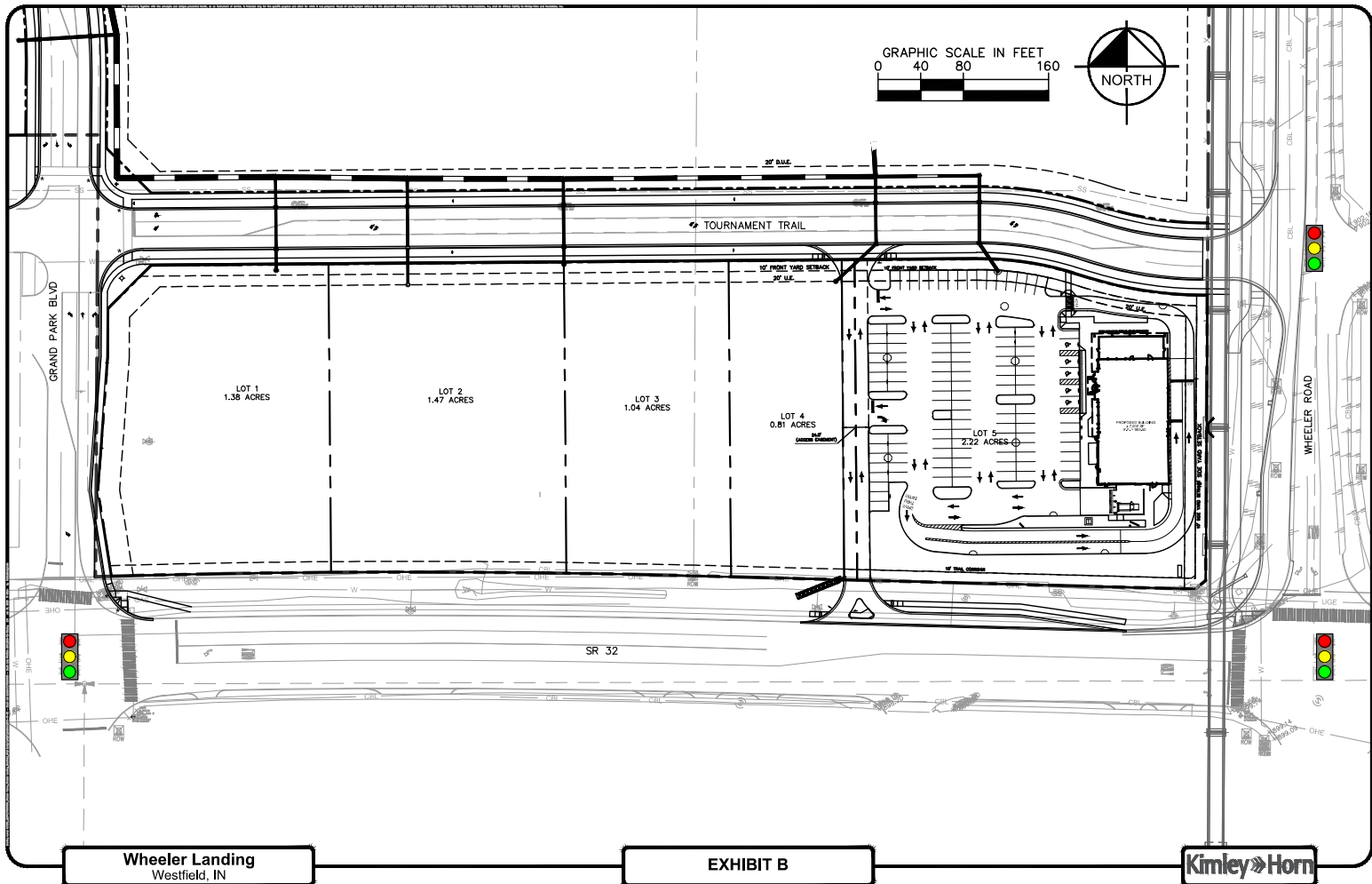
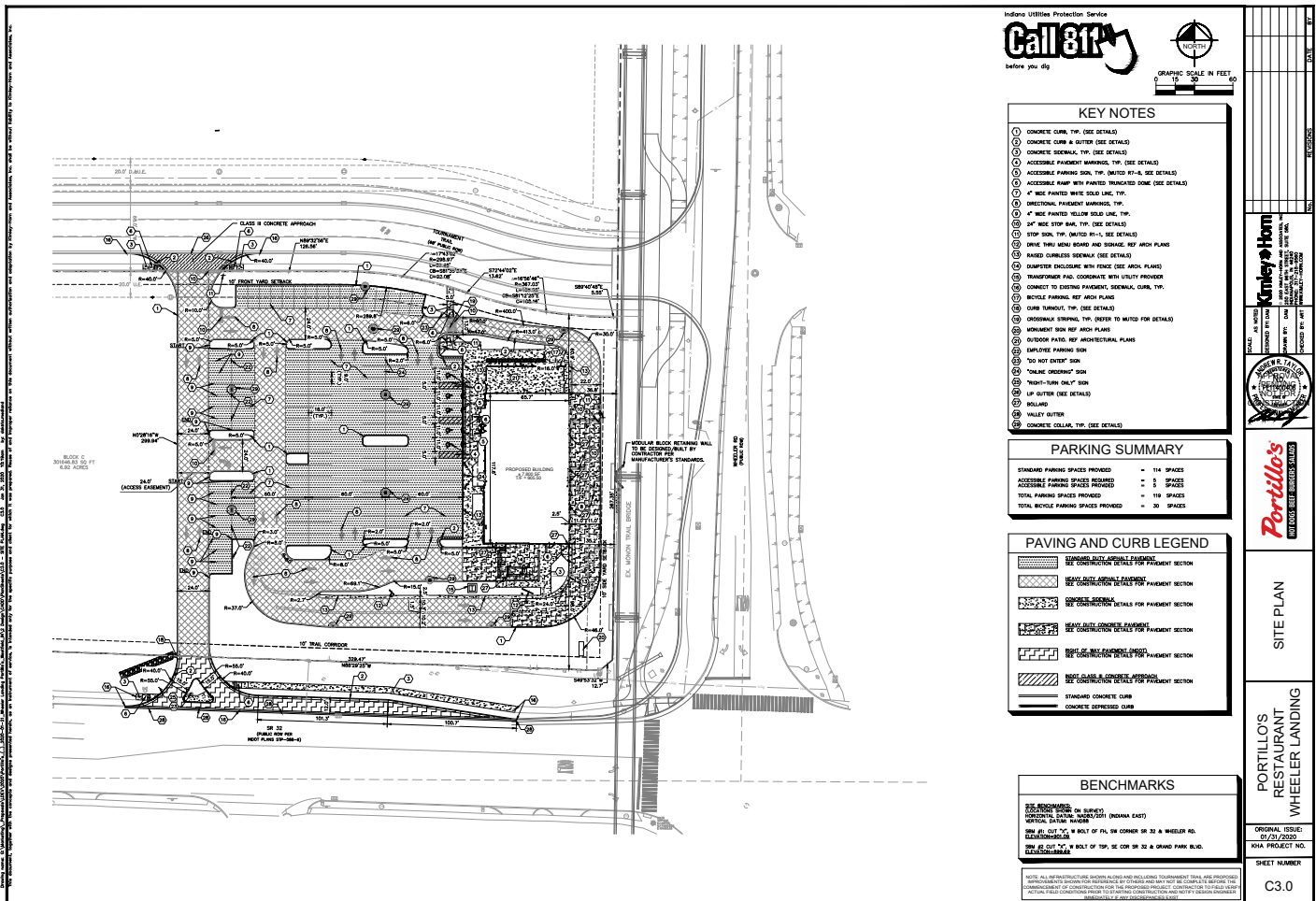


EXHIBIT C





EAST ELEVATION - Drive Thru
Scale: 3/32" = 1'-0"



NORTH ELEVATION - Outdoor Patio
Scale: 3/32" = 1'-0"

New Diner Concept - January 17th, 2020

Portillo's



Portillo's - New Diner Restaurant
NWC ST. Route 32 & Wheeler Rd.
Westfield, IN



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WEST ELEVATION - Main Entrance
Scale: 3/32" = 1'-0"



SOUTH ELEVATION - Rear - Back of House
Scale: 3/32" = 1'-0"

New Diner Concept - January 17th, 2020

Portillo's



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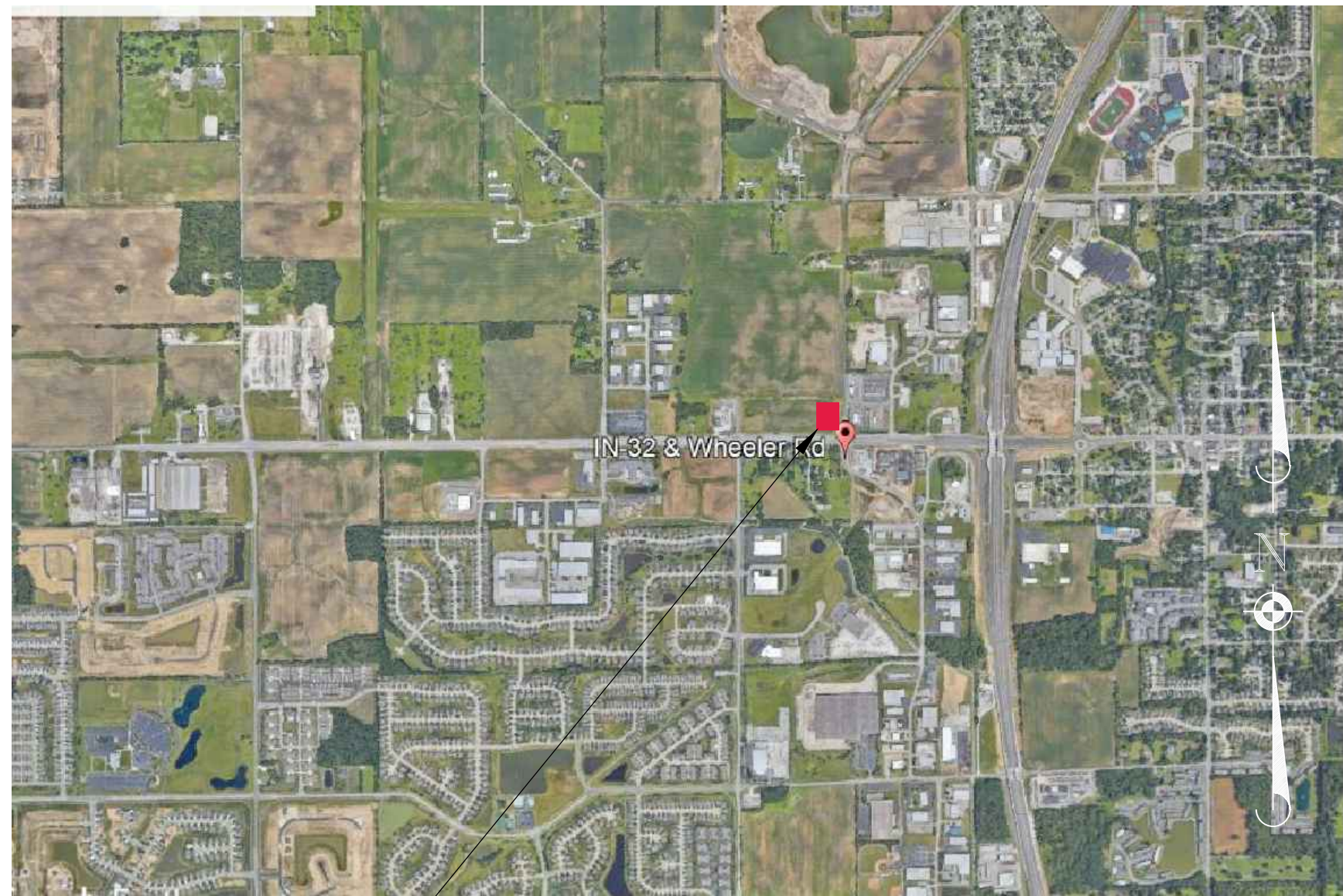
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WESTFIELD, IN - WHEELER LANDING PUD AMENDMENT EXHIBIT D

PORTILLO'S HOT DOGS, LLC

EXHIBIT E



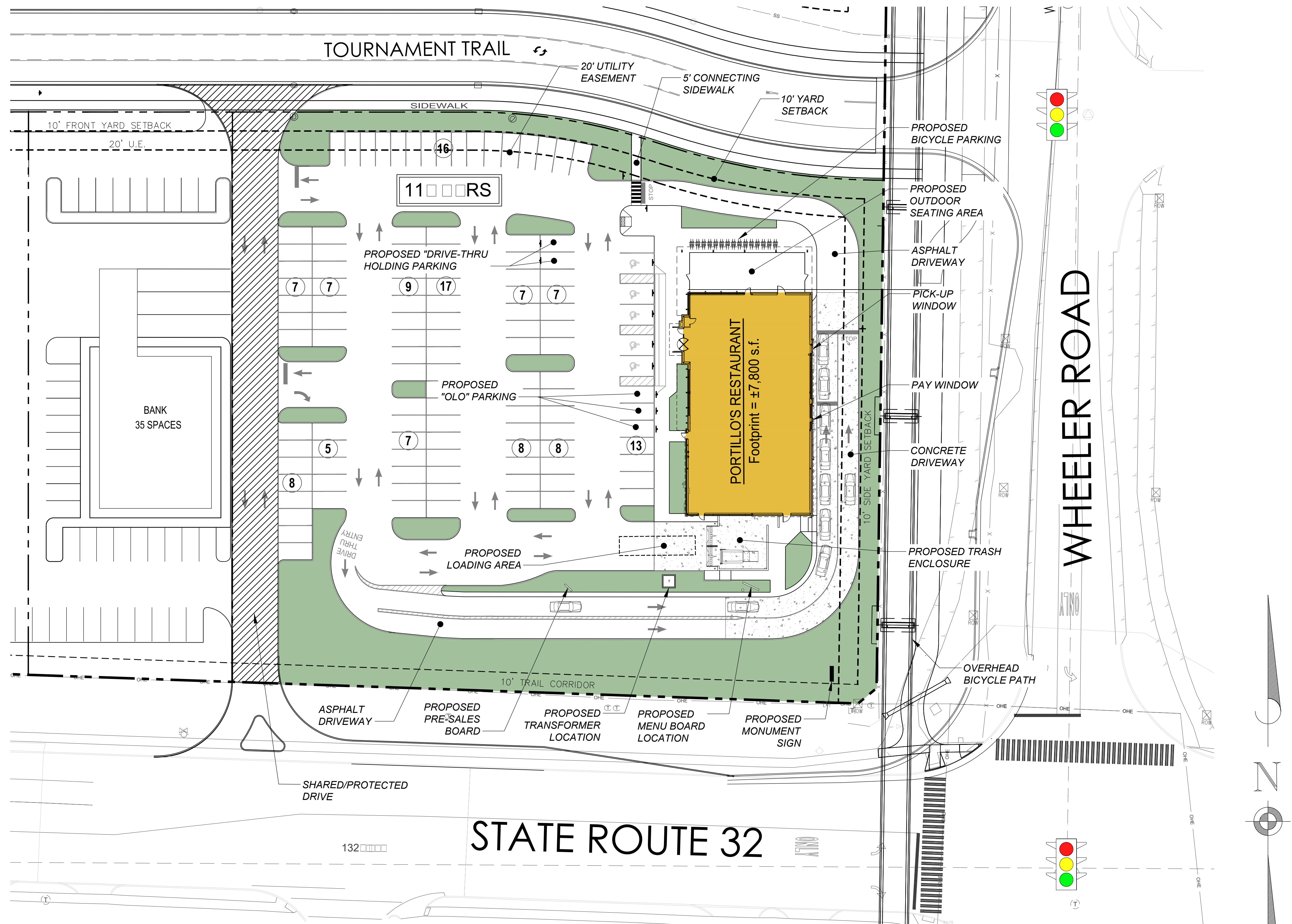


PROJECT
LOCATION

LOCATION PLAN

BUILDING FOOTPRINT: ±7,800 S.F.
 STYLE: DINER 2, SIDE ENTRY
 ON SITE PARKING PROVIDED: 119 CARS
 H.C. SPACES REQUIRED: 5 CARS
 H.C. SPACES PROVIDED: 5 CARS

FLOOR PLAN: WESTFIELD FP1.1



PROPOSED SITE PLAN

CONCEPT BASED ON K-H DRAWING EX.1 DATED 01/09/20

SCALE: N.T.S.

APPROXIMATE SITE AREA: 100,242 S.F. = 2.30 Ac

STACKING: 38 CARS



PORTILLO'S HOT DOGS, LLC



WESTFIELD, IN.
 NWC OF SR 32 AND WHEELER ROAD
 GRAND PARK

CONCEPT #1D

DATED: 01/15/19

Proj. #201917

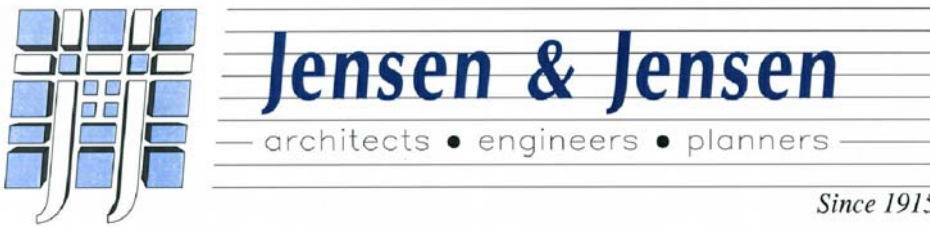


Portillo's New Diner: Aerial View of Site Looking East towards Monon Trail Bridge
 Scale: N.T.S.

New Diner Concept - January 17th, 2020



Portillo's - New Diner Restaurant
 NWC St. Route 32 & Wheeler Rd.
 Westfield, IN





Portillo's New Diner: Main Entrance & Patio View

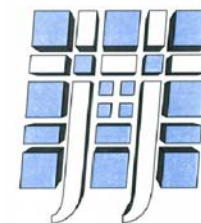
Scale: N.T.S.

New Diner Concept - January 17th, 202

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NWC St. Route 32 & Wheeler Rd.
Westfield, IN



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Portillo's Diner: Streetview - Main Entrance Drive-Thru Entry

Scale: N.T.S.

New Diner Concept - January 17th, 202

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Portillo's Diner: Streetview of Drive-Thru Elevation

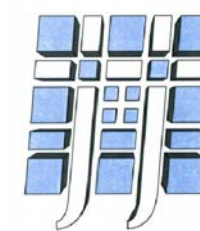
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New Diner Concept - January 17th, 202

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Portillo's New Diner: Streetview - Patio and Drive-Thru View

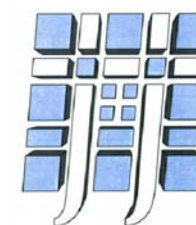
Scale: N.T.S.

New Diner Concept - January 17th, 2020

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Westfield, IN



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Portillo's Diner - Looking North from Monon Bridge Trail

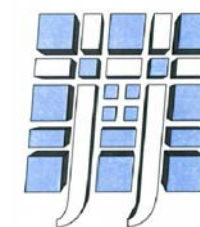
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Portillo's Diner: -View from Monon Trail Bridge Looking South

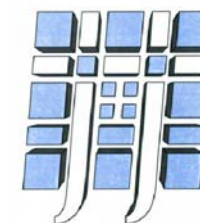
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New Diner Concept - January 17th, 2020

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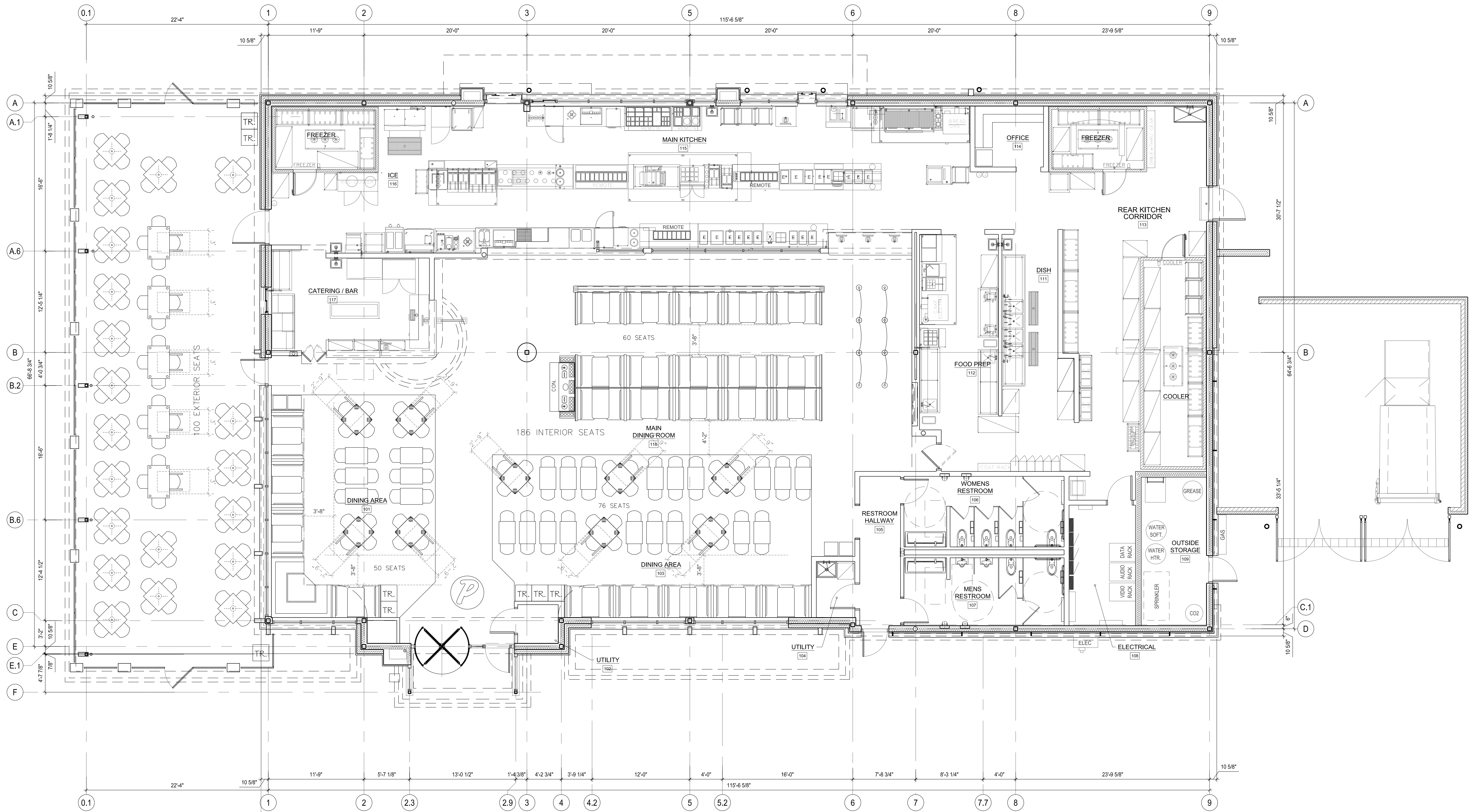
Portillo's - New Diner Restaurant
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1 SEATING PLAN
Scale: 3/16" = 1'-0" NORTH

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Jensen & Jensen
Architects - Planners - Interiors

NEW PORTILLO'S RESTAURANT FOR
Portillo's Hot Dogs, LLC
NWC of SR 32 & Wheeler Rd.
Westfield, IN.

no.	date	description

Drawn: WJB	Checked: JJJ
date: 01.15.20	
filename: 3210-A1.1.dwg	
sheet: A1.1	
job no.: 3210	



EAST ELEVATION - Drive Thru

Scale: 3/32" = 1'-0"



NORTH ELEVATION - Outdoor Patio

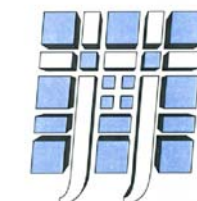
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New Diner Concept - January 17th, 2020

Portillo's



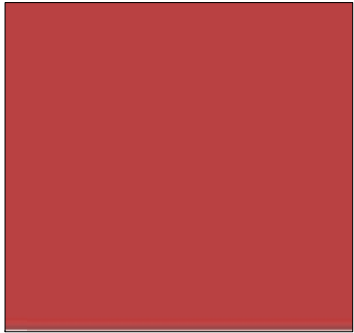
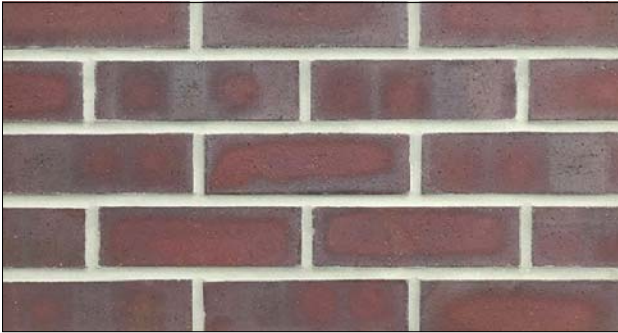
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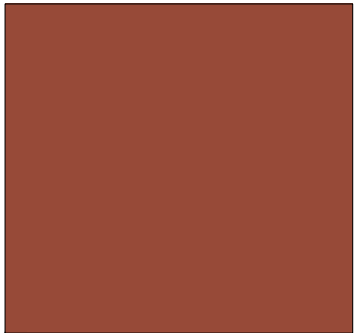
Sioux City Brick: Cabernet Burgundy

Brite Red - PAC-Clad

Clear Anodized Aluminum - PAC-Clad

Silversmith - PAC-Clad

Bone White - PAC-Clad



Arriscraft White Rocked Georgia Sill

Colonial Red - PAC-Clad



Sioux City Brick: Ebonite Smooth

Charcoal - PAC-Clad



Portillo's Diner - Streetview 3D Color Rendering for Reference

MATERIAL-COLOR SCHEDULE		
KEY-NOTE	MATERIAL	MATERIAL SPECIFICATION
1	ALUMINUM STOREFRONT	2"W x 4-1/2"D THERMALLY BROKEN PRE-FIN, ALUM. STOREFRONT W/ 1" INSULATED GLASS CENTER SET, OLD CASTLE SERIES 3000XT OUTSIDE GLAZED OR EQUAL COLORS: GLASS, "SOLAR GRAY" SOLARBAN 60 (TEMPERED AS REQUIRED.), ALUM. CLEAR ANOD.
1A	ALUMINUM STOREFRONT	2"W x 4-1/2"D NON-THERMALLY BROKEN PRE-FIN, ALUM. STOREFRONT W/ 1/4" CENTER SET, OLD CASTLE SERIES FG-1000 OUTSIDE GLAZED OR EQUAL COLORS: GLASS, CLEAR (TEMPERED AS REQUIRED.), ALUM. CLEAR ANOD.
2	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND SIOUX CITY BRICK COLOR: EBONITE SMOOTH
3	FACE BRICK	UTILITY SIZE FACE BRICK RUNNING BOND SIOUX CITY BRICK COLOR: RED/BROWN RANGE
4	PRECAST STONE TRIM	SMOOTH FACE CAST STONE TRIM PIECES SIZE AND SHAPE VARY RENAISSANCE STONE COLOR: ALABASTER
5	CORRUGATED WALL PANEL	PRE-FINISHED 7/8" DEEP CORRUGATED WALL PANELS WITH TRIM PAC-CLAD PETERSEN COLOR: COLONIAL RED
6	COMPOSITE WALL PANEL	PRE-FINISHED PAC-3000 RS WALL PANELS PAC-CLAD PETERSEN COLOR: BONE WHITE
7	COMPOSITE WALL PANEL	PRE-FINISHED PAC-3000 RS WALL PANELS PAC-CLAD PETERSEN COLOR: SILVERSMITH
8	COMPOSITE WALL PANEL	PRE-FINISHED PAC-3000 RS WALL PANELS PAC-CLAD PETERSEN COLOR: BRITE RED
9	MISC. BRAKE METAL	PAC-CLAD PETERSEN COLOR: BRITE RED
10	RIBBED METAL PANEL	PRECISION SERIES WALL PANEL HIGHLINE C2 PAC-CLAD PETERSEN COLOR: CHARCOAL
11	MISC. BRAKE METAL	PAC-CLAD PETERSEN COLOR: BONE WHITE
12	MISC. BRAKE METAL	PAC-CLAD PETERSEN COLOR: SILVERSMITH
13	SOFFIT PANELS	PRE-FINISHED FLUSH PERFORATED PANELS WITH TRIM PAC-CLAD PETERSEN OR EQUAL COLOR: BRITE RED
14	STAINLESS STEEL	BRUSHED, REFER TO DOOR SCHEDULE SHEET A&O
15	MISC. BRAKE METAL	CLEAR ANOD. ALUM. TO MATCH STOREFRONT
16	MISC. BRAKE METAL	PAC-CLAD PETERSEN COLOR: CHARCOAL
17	PAINT	PAINT DOOR AND TRIM TO MATCH ADJACENT SURFACES
18	CORRUGATED WALL PANEL	PRE-FINISHED 7/8" DEEP CORRUGATED WALL PANELS WITH TRIM PAC-CLAD PETERSEN COLOR: CHARCOAL
19	METAL FENCE	ORNAMENTAL IRON FENCE OR EQUAL, SEE DETAIL DRAWING A1.3, FOR PAINT COLOR: TBD
S	ORNAMENTAL FEATURE	REFER TO A5 SERIES DRAWINGS & SIGN PACKAGE



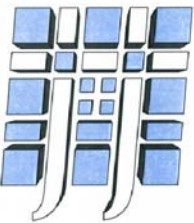
Portillo's - Exterior Material and Color Palette Board

Scale: N.T.S.

New Diner Concept - January 17th, 2020



Portillo's - New Diner Restaurant
NWC St. Route 32 & Wheeler Rd.
Westfield, IN





WEST ELEVATION - Main Entrance

Scale: 3/32" = 1'-0"



SOUTH ELEVATION - Rear - Back of House

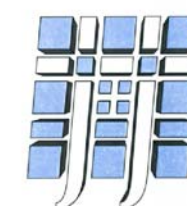
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New Diner Concept - January 17th, 2020

Portillo's®

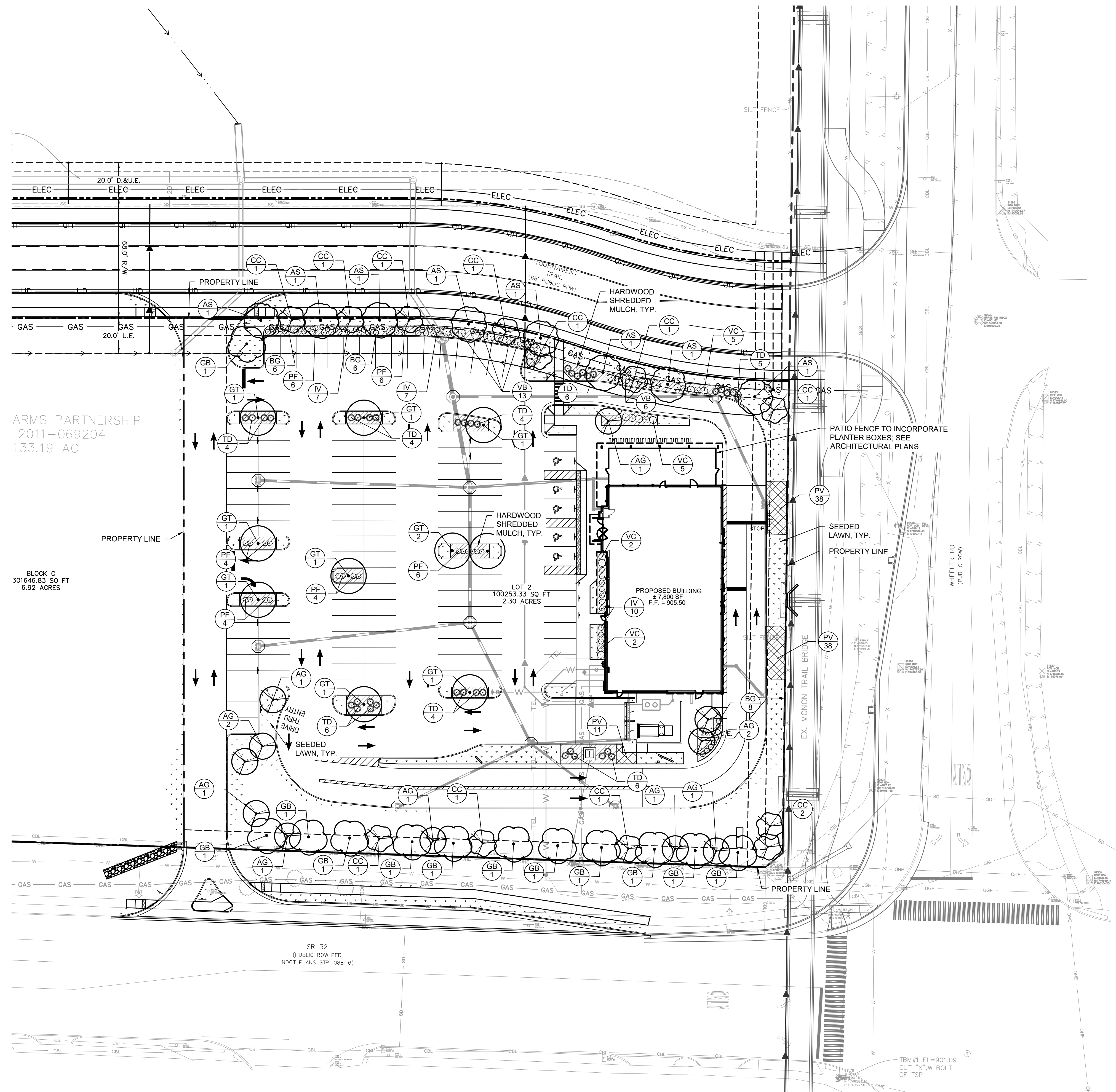
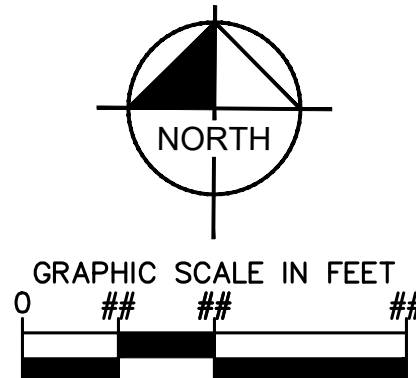


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NWC ST. Route 32 & Wheeler Rd.
Westfield, IN



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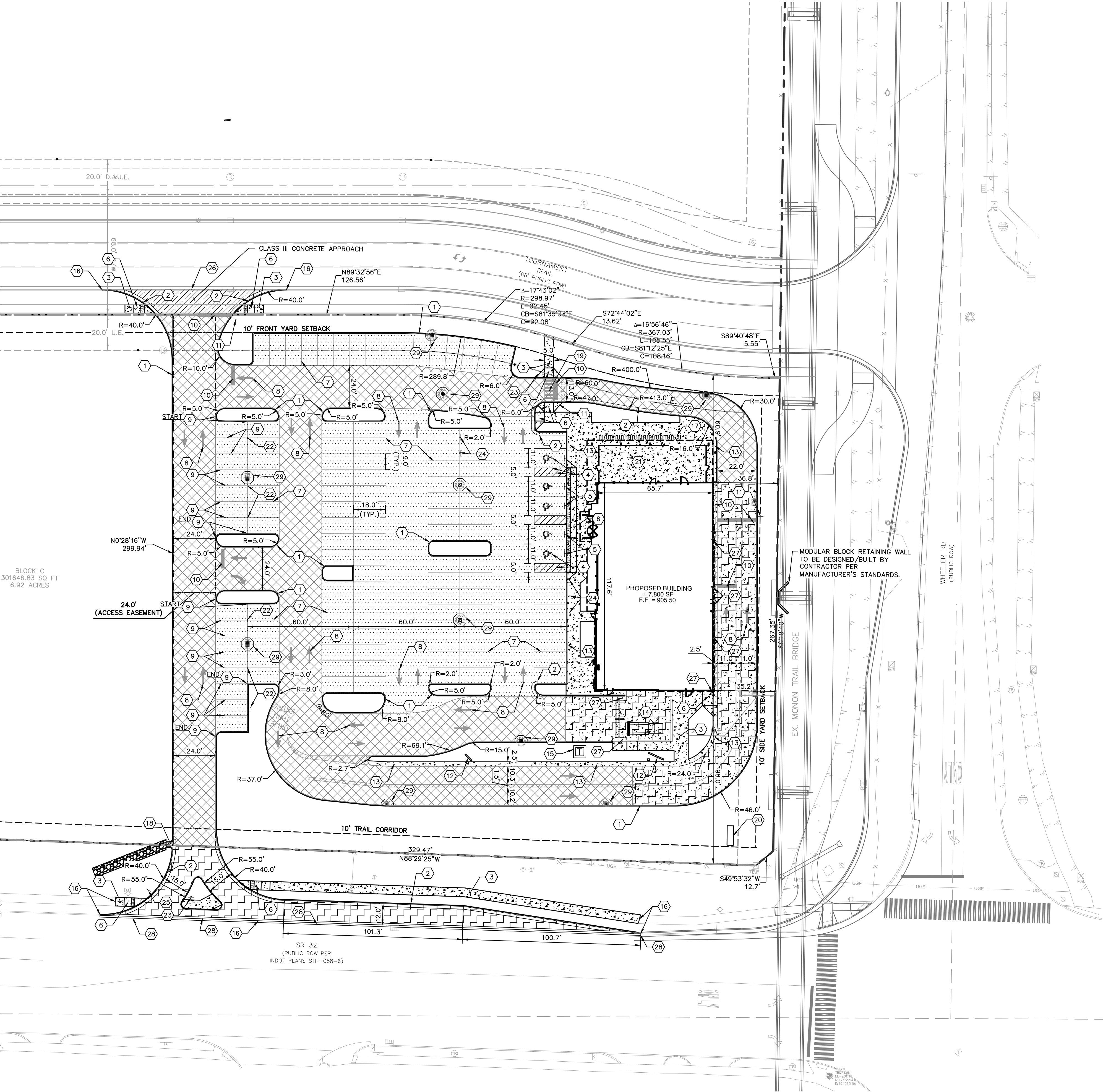
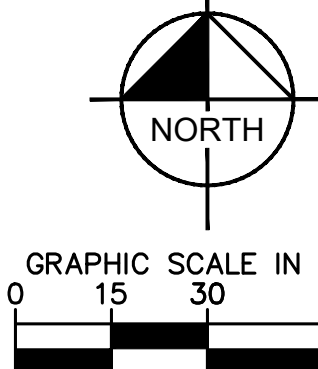
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NOTE: ALL INFRASTRUCTURE SHOWN ALONG AND INCLUDING TOURNAMENT TRAIL ARE PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE BY OTHERS AND MAY NOT BE COMPLETE BEFORE THE COMMENCEMENT OF CONSTRUCTION FOR THE PROPOSED PROJECT. CONTRACTOR TO FIELD VERIFY ACTUAL FIELD CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY DESIGN ENGINEER IMMEDIATELY IF ANY DISCREPANCIES EXIST.

Drawing name: G:\Marketing\Proposals\DEV\2020\Portillo's..._2020-01-21_Wheeler Landing Portillo's_Westfield_IN\2 Design\CADD\PlanSheets\C3.0 - SITE PLAN.dwg C3.0 Jan 31, 2020 11:09am by: daktamandad
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Indiana Utilities Protection Service



KEY NOTES

- 1 CONCRETE CURB, TYP. (SEE DETAILS)
- 2 CONCRETE CURB & GUTTER (SEE DETAILS)
- 3 CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- 4 ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- 5 ACCESSIBLE PARKING SIGN, TYP. (MUTCD R7-8, SEE DETAILS)
- 6 ACCESSIBLE RAMP WITH PAINTED TRUNCATED DOME (SEE DETAILS)
- 7 4" WIDE PAINTED WHITE SOLID LINE, TYP.
- 8 DIRECTIONAL PAVEMENT MARKINGS, TYP.
- 9 4" WIDE PAINTED YELLOW SOLID LINE, TYP.
- 10 24" WIDE STOP BAR, TYP. (SEE DETAILS)
- 11 STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS)
- 12 DRIVE THRU MENU BOARD AND SIGNAGE. REF ARCH PLANS
- 13 RAISED CURBLESS SIDEWALK (SEE DETAILS)
- 14 DUMPSTER ENCLOSURE WITH FENCE (SEE ARCH. PLANS)
- 15 TRANSFORMER PAD. COORDINATE WITH UTILITY PROVIDER
- 16 CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
- 17 BICYCLE PARKING. REF ARCH PLANS
- 18 CURB TURNOUT, TYP. (SEE DETAILS)
- 19 CROSSWALK STRIPING, TYP. (REFER TO MUTCD FOR DETAILS)
- 20 MONUMENT SIGN REF ARCH PLANS
- 21 OUTDOOR PATIO. REF ARCHITECTURAL PLANS
- 22 EMPLOYEE PARKING SIGN
- 23 "DO NOT ENTER" SIGN
- 24 "ONLINE ORDERING" SIGN
- 25 "RIGHT-TURN ONLY" SIGN
- 26 LIP GUTTER (SEE DETAILS)
- 27 BOLLARD
- 28 VALLEY GUTTER
- 29 CONCRETE COLLAR, TYP. (SEE DETAILS)

PARKING SUMMARY

STANDARD PARKING SPACES PROVIDED	=	114 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	=	5 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	=	5 SPACES
TOTAL PARKING SPACES PROVIDED	=	119 SPACES
TOTAL BICYCLE PARKING SPACES PROVIDED	=	30 SPACES

PAVING AND CURB LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY ASPHALT PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- CONCRETE SIDEWALK
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY CONCRETE PAVEMENT
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- RIGHT OF WAY PAVEMENT (INDOT)
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- INDOT CLASS III CONCRETE APPROACH
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- STANDARD CONCRETE CURB
- CONCRETE DEPRESSED CURB

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)
HORIZONTAL DATUM: NAD83/2011 (INDIANA EAST)
VERTICAL DATUM: NAVD88

SBM #1: CUT "X", W BOLT OF FH, SW CORNER SR 32 & WHEELER RD.
ELEVATION=901.09

SBM #2 CUT "X", W BOLT OF TSP, SE COR SR 32 & GRAND PARK BLVD.
ELEVATION=899.69

NOTE: ALL INFRASTRUCTURE SHOWN ALONG AND INCLUDING TOURNAMENT TRAIL ARE PROPOSED IMPROVEMENTS SHOWN FOR REFERENCE BY OTHERS AND MAY NOT BE COMPLETE BEFORE THE COMMENCEMENT OF CONSTRUCTION FOR THE PROPOSED PROJECT. CONTRACTOR TO FIELD VERIFY ACTUAL FIELD CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY DESIGN ENGINEER IMMEDIATELY IF ANY DISCREPANCIES EXIST.

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250 EAST 96TH STREET, SUITE 550,
INDIANAPOLIS, IN 46240
(317) 551-1000
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: DAM
DRAWN BY: DAM
CHECKED BY: ART



SITE PLAN

PORTILLO'S
RESTAURANT
WHEELER LANDING

ORIGINAL ISSUE:
01/31/2020
KHA PROJECT NO.

SHEET NUMBER

C3.0

VICINITY MAP



PROJECT

32

RESOLUTION 20-106

RESOLUTION IN SUPPORT OF INDIANA HOUSE BILL 1070

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

WHEREAS, the Council has been advised of proposed legislation in the Indiana General Assembly that addresses an increasingly growing safety issue in the operation of motor vehicles in the State of Indiana by restricting the use of telecommunications devices while operating a motor vehicle; and,

WHEREAS, it is the intention of the Council to express its support of this legislation and the important step to be made in increasing the ability of law enforcement officials to address unsafe vehicle operation by the inappropriate use of cell phones and other devices that distract drivers from the safe operation of their motor vehicles.

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

Section 1. That the Council having been duly advised now issues its support for House Bill 1070 currently pending in the Indiana General Assembly. Furthermore, the Council urges the efforts of other jurisdictions in voicing their support for this important public safety legislation.

Section 2. The Clerk-Treasurer is hereby directed to deliver this Resolution to all other municipalities in Hamilton County Indiana.

Section 3. This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this Resolution are hereby ratified and approved of by the Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-106 was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-106

this _____ day of _____, 2020.

I hereby VETO Resolution 20-106

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266