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_01_23_2023

Monday, January 23, 2023 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, January 23, 2023 at 07:00 PM**
MEETING PLACE: **Westfield City Hall- Assembly Room**

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

AGENDA

Pledge of Allegiance

Invocation by Rob Griepentrog with OnSite International Prayer

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:
Documents: Meeting Minutes 1-9-2023

Claims:
Documents: Docket for January 23, 2023

Approval of Claims

Council Re-Appointment of Noble Hatfield to the BZA

Miscellaneous Business/Special Recognition:

Update from the Clerk's Office & Oversight Committee on Boards and Commission Terms

Old Business:

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

Interlocal Agreement Between INDOT and the City of Westfield (Mule Barn Rd. & SR32)
Council Introduction: January 9, 2023
Adoption Consideration: January 23, 2023
Documents: Interlocal Agreement

New Business:

Resolution 23-100: Approving Plan Commission Order on Eagletown TIF Amendment
Adoption Consideration: January 23, 2023
Documents: Resolution 23-100

Resolution 23-101: Approving Plan Commission Order on Eastside TIF Amendment
Adoption Consideration: January 23, 2023
Documents: Resolution 23-101

Resolution 23-102: City of Westfield Declaring Interest in and Authorizing Offer, Bidder Contract, and Potential Purchase of Certain Real Property
Adoption Consideration: January 23, 2023
Documents: Resolution 23-102

Guests:

Residents who wish to address the Council.

Clerk Treasurer Comments

City Council Comments

Mayor Comments

Adjourn

1/17/2023 3:27:39 PM

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

January 23, 2023

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 17 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 23 day of January, 2023

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

Report Date Range: 01/05/23..01/17/23

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. 101	**Fund Name: General**								
Administration									
VEN000589	Duke Energy	APP100246	1/6/2023	101001341	ADM-ELECTRICITY	Admin City Hall	22.90	74288	1/6/2023
VEN002020	United Healthcare	APP100269	1/5/2023	101001119	ADM-HEALTH/DENTAL	Jan Ins	3,288.51	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101001119	ADM-HEALTH/DENTAL	Jan Dental Ins	126.08	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101001119	ADM-HEALTH/DENTAL	Jan Vision Ins	28.96	74293	1/9/2023
VEN002336	Citizens Westfield	APP100333	1/11/2023	101001342	ADM-WATER/SEWER	Admin	74.61	74331	1/11/2023
VEN003729	Metronet	APP100338	1/11/2023	101001343	ADM-BUILDING	City Hall alarm	60.59	74340	1/11/2023
VEN002336	Citizens Westfield	APP100341	1/11/2023	101001328	ADM-HEAT/GAS	Admin	181.39	74336	1/11/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101001119	ADM-HEALTH/DENTAL	Jan Life	6.50	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101001111	ADM-SALARY	sal	10,596.98	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101001120	ADM-FICA /MEDICARE	fica	619.62	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101001120	ADM-FICA /MEDICARE	med	144.91	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101001121	ADM-PERF	perf	1,504.77	5000001386	1/17/2023
VEN010935	Esler Properties LLC	APP100471	1/17/2023	101001331	ADM-CONSULTING	Esler settlement	1,500.00		
VEN002097	Westfield Chamber Of Commerce	APP100474	1/17/2023	101001350	ADM-SUB/DUES/MEMBERS	Platinum Partnership 2023	5,000.00		
VEN000849	Hamilton County Treasurer	APP100475	1/17/2023	101001349	ADM-SERVICES	2023 Westfield YAP interlocal	105,000.00		
VEN000695	Financial Solutions Group	APP100483	1/17/2023	101001331	ADM-CONSULTING	Resolution 22 124	2,500.00		
VEN000695	Financial Solutions Group	APP100483	1/17/2023	101001331	ADM-CONSULTING	Resolution 22 125	2,500.00		
VEN005661	Barnes and Thornburg LLP	APP100484	1/17/2023	101001331	ADM-CONSULTING	December retainer	5,000.00		
VEN007495	Office H2O LLC	APP100489	1/17/2023	101001224	ADM-OPERATING SUPPLIES	Water CSC	470.00		
VEN006494	Pure Water Partners	APP100492	1/17/2023	101001224	ADM-OPERATING SUPPLIES	Water CSC	67.50		
Subtotal for Administration							**138,693.32**		
Police									
VEN002020	United Healthcare	APP100269	1/5/2023	101002119	POLICE-HEALTH/DENTAL	Jan Ins	85,013.38	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101002119	POLICE-HEALTH/DENTAL	Jan Dental Ins	3,816.80	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101002119	POLICE-HEALTH/DENTAL	Jan Vision Ins	822.72	74293	1/9/2023
VEN000163	Aul Retirement	APP100319	1/10/2023	101002125	POLICE-401A MATCHING	Pension Jan 2023	100,839.00	500000857	1/10/2023
VEN003729	Metronet	APP100337	1/11/2023	101002335	POLICE-TELEPHONE	PSB	442.34	74339	1/11/2023
VEN002336	Citizens Westfield	APP100341	1/11/2023	101002328	POLICE-HEAT/GAS	PSB	436.00	74336	1/11/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101002119	POLICE-HEALTH/DENTAL	Jan Life	243.75	74343	1/11/2023
VEN010877	Co Alliance Cooperative Inc	APP100432	1/13/2023	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	10,192.65		
VEN000314	C.A.R. Clinic	APP100440	1/17/2023	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs for Dec. 2022	4,688.60		
VEN009277	Nelson and Co LLC	APP100441	1/17/2023	101002229	POLICE-UNIFORMS	Department Beanies & Unifor	2,270.17		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
	Police									
	VEN009188	Ultimate Canine	APP100442	1/17/2023	101002355	POLICE-K-9 MAINT	Memberships-Abney & Stubbs	1,980.00		
	VEN002116	Westfield Tire and Muffler	APP100443	1/17/2023	101002360	POLICE-VEHICLE REPAIR	Vehicle Tires	8,548.00		
	VEN003412	PowerDMS	APP100444	1/17/2023	101002349	POLICE-SERVICES	Professional Subscription	8,426.83		
	VEN006222	SuperFleet Master Card	APP100445	1/17/2023	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	70.21		
	VEN001537	Payroll	APP100452	1/17/2023	101002111	POLICE-SALARY	sal	249,218.91	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101002119	POLICE-HEALTH/DENTAL	hsa	500.00	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101002120	POLICE-FICA/MEDICARE	fica	14,826.38	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101002120	POLICE-FICA/MEDICARE	med	3,467.52	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101002121	POLICE-PERF	perf	38,676.26	5000001386	1/17/2023
	VEN010938	Robertson Anschutz Schneid	APP100519	1/17/2023	101002349	POLICE-SERVICES	Records for Investigation	23.25		
	VEN000469	Crawford Water Care	APP100520	1/17/2023	101002343	POLICE-BUILDING MAINTEN	50 percent police - psb salt	327.72		
	VEN002336	Citizens Westfield	APP100521	1/17/2023	101002342	POLICE-WATER/SEWER	40 percent police - psb	309.34		
	Subtotal for Police							**535,139.83**		
	Economic and Community Development									
	VEN002020	United Healthcare	APP100269	1/5/2023	101003119	ECD-HEALTH/DENTAL	Jan Ins	13,298.00	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	101003119	ECD-HEALTH/DENTAL	Jan Dental Ins	577.10	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	101003119	ECD-HEALTH/DENTAL	Jan Vision Ins	139.76	74293	1/9/2023
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101003119	ECD-HEALTH/DENTAL	Jan Life	46.67	74343	1/11/2023
	VEN000103	American Structurepoint Inc	APP100362	1/11/2023	101003349	ECD-SERVICES	GP plat	582.50		
	VEN001537	Payroll	APP100452	1/17/2023	101003111	ECD-SALARY	sal	40,833.65	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101003120	ECD-FICA/MEDICARE	fica	2,466.34	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101003120	ECD-FICA/MEDICARE	med	576.79	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101003121	ECD-PERF	perf	5,798.37	5000001386	1/17/2023
	Subtotal for Economic and Community Development							**64,319.18**		
	Parks									
	VEN002020	United Healthcare	APP100269	1/5/2023	101005119	PARKS-HEALTH/DENTAL	Jan Ins	3,776.90	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	101005119	PARKS-HEALTH/DENTAL	Jan Dental Ins	212.64	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	101005119	PARKS-HEALTH/DENTAL	Jan Vision Ins	41.76	74293	1/9/2023
	VEN010128	Artist Development Company	APP100321	1/10/2023	101005349	PARKS-SERVICES	Entertainment Booking for Jan	1,000.00		
	VEN000480	CSI Signs	APP100322	1/10/2023	101005347	PARKS-PROMOTION	Christmas tree sign	148.03		
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101005119	PARKS-HEALTH/DENTAL	Jan Life	13.00	74343	1/11/2023

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	**General**									
	Parks									
	VEN001537	Payroll	APP100452	1/17/2023	101005111	PARKS-SALARY	sal	10,659.65	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101005120	PARKS-FICA/MEDICARE	fica	632.66	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101005120	PARKS-FICA/MEDICARE	med	147.96	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101005121	PARKS-PERF	perf	1,387.74	5000001386	1/17/2023
	Subtotal for Parks							**18,020.34**		
	Economic Dev									
	VEN002020	United Healthcare	APP100269	1/5/2023	101006119	ECONOMIC DEV-HEALTH/D	Jan Ins	641.90	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	101006119	ECONOMIC DEV-HEALTH/D	Jan Dental Ins	20.86	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	101006119	ECONOMIC DEV-HEALTH/D	Jan Vision Ins	6.40	74293	1/9/2023
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101006119	ECONOMIC DEV-HEALTH/D	Jan Life	3.25	74343	1/11/2023
	VEN001537	Payroll	APP100452	1/17/2023	101006111	ECONOMIC DEV-SALARY	sal	3,642.08	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101006120	ECONOMIC DEV-FICA/MEDI	fica	225.58	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101006120	ECONOMIC DEV-FICA/MEDI	med	52.76	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101006121	ECONOMIC DEV-PERF	perf	517.18	5000001386	1/17/2023
	Subtotal for Economic Dev							**5,110.01**		
	Informatics									
	VEN002020	United Healthcare	APP100269	1/5/2023	101007119	IT-HEALTH/DENTAL	Jan Ins	7,052.09	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	101007119	IT-HEALTH/DENTAL	Jan Dental Ins	269.80	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	101007119	IT-HEALTH/DENTAL	Jan Vision Ins	70.72	74293	1/9/2023
	VEN003729	Metronet	APP100329	1/11/2023	101007335	IT-TELEPHONE	Land lines and long distance	586.21	74338	1/11/2023
	VEN003729	Metronet	APP100337	1/11/2023	101007335	IT-TELEPHONE	SIP	1,107.40	74339	1/11/2023
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101007119	IT-HEALTH/DENTAL	Jan Life	19.50	74343	1/11/2023
	VEN001537	Payroll	APP100452	1/17/2023	101007111	IT-SALARY	sal	20,763.74	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101007120	IT-FICA/MEDICARE	fica	1,212.15	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101007120	IT-FICA/MEDICARE	med	283.48	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101007121	IT-PERF	perf	2,936.15	5000001386	1/17/2023
	VEN000660	ESRI	APP100476	1/17/2023	101007389	IT-SOFTWARE LICENSING	Annual Subscription	29,700.00		
	VEN008516	Granite Telecommunications	APP100477	1/17/2023	101007349	IT-SERVICES	Jan services	803.01		
	VEN010873	Zayo Group LLC	APP100478	1/17/2023	101007349	IT-SERVICES	Internet data center	367.00		
	VEN005272	SHI International	APP100479	1/17/2023	101007389	IT-SOFTWARE LICENSING	ESD Software	3,752.64		
	VEN007897	Konica Minolta Prem Fin 2	APP100480	1/17/2023	101007337	IT-PRINTING	Copy machine rentals Sta 82	77.70		
	VEN005146	Konica Minolta Business	APP100481	1/17/2023	101007337	IT-PRINTING	Click charges	574.49		

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									
Informatics									
VEN005272	SHI International	APP100482	1/17/2023	101007389	IT-SOFTWARE LICENSING	Barracuda networks	14,148.00		
VEN005134	Lifeline Data Centers	APP100526	1/17/2023	101007349	IT-SERVICES	Jan services	1,159.03		
VEN010130	ITSavvy LLC	APP100527	1/17/2023	101007335	IT-TELEPHONE	NuWave	211.20		
Subtotal for Informatics							**85,094.31**		
Clerk Treasurer									
VEN000847	Hamilton County Recorder	APP100267	1/6/2023	101008338	CT-LEGAL NOTICES	ordinances	125.00	74291	1/7/2023
VEN002020	United Healthcare	APP100269	1/5/2023	101008119	CT-HEALTH/DENTAL	Jan Ins	4,651.70	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101008119	CT-HEALTH/DENTAL	Jan Dental Ins	220.74	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101008119	CT-HEALTH/DENTAL	Jan Vision Ins	70.72	74293	1/9/2023
VEN004297	ADP-Payroll	APP100289	1/9/2023	101008349	CT-SERVICES	Dec services	9,468.06	500000855	1/10/2023
VEN000940	ILMCT	APP100309	1/10/2023	101008350	CT-SUBSCRIPTIONS/DUES/	2023 ILMCT annual dues	774.00		
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101008119	CT-HEALTH/DENTAL	Jan Life	17.42	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101008111	CT-SALARY	sal	20,893.55	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101008120	CT-FICA/MEDICARE	fica	1,228.57	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101008120	CT-FICA/MEDICARE	med	287.23	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101008121	CT-PERF	perf	2,512.17	5000001386	1/17/2023
VEN000267	Boyce Forms/systems	APP100473	1/17/2023	101008337	CT-PRINTING	1099	260.34		
VEN000847	Hamilton County Recorder	APP100523	1/17/2023	101008338	CT-LEGAL NOTICES	ordinances annexation	175.00	74345	1/17/2023
VEN000837	Hamilton County Auditor Courthouse	APP100524	1/17/2023	101008338	CT-LEGAL NOTICES	deeds	20.00	74346	1/17/2023
Subtotal for Clerk Treasurer							**40,704.50**		
Mayor									
VEN002020	United Healthcare	APP100269	1/5/2023	101009119	MAYOR-HEALTH/DENTAL	Jan Ins	1,400.79	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101009119	MAYOR-HEALTH/DENTAL	Jan Dental Ins	40.62	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101009119	MAYOR-HEALTH/DENTAL	Jan Vision Ins	14.48	74293	1/9/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101009119	MAYOR-HEALTH/DENTAL	Jan Life	1.69	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101009111	MAYOR-SALARY	sal	4,758.57	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101009120	MAYOR- FICA/MEDICARE	fica	285.89	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101009120	MAYOR- FICA/MEDICARE	med	66.86	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101009121	MAYOR-PERF	perf	675.72	5000001386	1/17/2023
Subtotal for Mayor							**7,244.62**		

Fund No.	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**									
	City Council									
	VEN008846	Altman Poindexter and Wyatt LLC	APP100462	1/17/2023	101010330	CITY COUNCIL-LEGAL	Dec services	2,949.00		
	Subtotal for City Council							**2,949.00**		
	Public Works									
	VEN003729	Metronet	APP100244	1/6/2023	101013349	PW-CONTRACTUAL SERVIC	GRJN	311.49	74290	1/6/2023
	VEN002336	Citizens Westfield	APP100245	1/6/2023	101013342	PW-WATER/SEWER	PW and GRJN	631.47	74287	1/6/2023
	VEN000589	Duke Energy	APP100247	1/6/2023	101013341	PW-ELECTRIC	PW and GRJN	6,514.73	74289	1/6/2023
	VEN002020	United Healthcare	APP100269	1/5/2023	101013119	PW-HEALTH AND DENTAL	Jan Ins	22,889.02	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	101013119	PW-HEALTH AND DENTAL	Jan Dental Ins	1,002.38	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	101013119	PW-HEALTH AND DENTAL	Jan Vision Ins	244.16	74293	1/9/2023
	VEN000005	3D Company Inc	APP100305	1/10/2023	101013433	PW-INFRAST REPAIR	Westfield Park Culvert	204,337.54		
	VEN002336	Citizens Westfield	APP100332	1/11/2023	101013342	PW-WATER/SEWER	GRJN	576.60	74330	1/11/2023
	VEN000589	Duke Energy	APP100334	1/11/2023	101013341	PW-ELECTRIC	PW	102.63	74337	1/11/2023
	VEN002336	Citizens Westfield	APP100335	1/11/2023	101013328	PW-HEAT/GAS	225 Union St	37.74	74332	1/11/2023
	VEN002336	Citizens Westfield	APP100336	1/11/2023	101013328	PW-HEAT/GAS	PW 201 Mill	199.34	74333	1/11/2023
	VEN002336	Citizens Westfield	APP100336	1/11/2023	101013342	PW-WATER/SEWER	PW	1,353.69	74333	1/11/2023
	VEN002336	Citizens Westfield	APP100341	1/11/2023	101013328	PW-HEAT/GAS	CSC	575.20	74336	1/11/2023
	VEN002336	Citizens Westfield	APP100351	1/11/2023	101013342	PW-WATER/SEWER	PW	372.75	74341	1/11/2023
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101013119	PW-HEALTH AND DENTAL	Jan Life	91.00	74343	1/11/2023
	VEN001992	Traynor and Associates	APP100383	1/13/2023	101013349	PW-CONTRACTUAL SERVIC	Apraisal 2510 E 171st	4,000.00		
	VEN009860	Appraising Indiana LLC	APP100384	1/13/2023	101013349	PW-CONTRACTUAL SERVIC	Apraisal 2510 E 171st	3,500.00		
	VEN000402	Cintas	APP100386	1/13/2023	101013229	PW-UNIFORMS	Uniforms	72.80		
	VEN010914	Chemtek Inc	APP100414	1/13/2023	101013345	PW-EQUIP REPAIR	Cleaning asphalt tools	464.36		
	VEN000402	Cintas	APP100415	1/13/2023	101013229	PW-UNIFORMS	Uniforms	72.80		
	VEN001537	Payroll	APP100452	1/17/2023	101013111	PW-SALARY	sal	55,146.82	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101013120	PW-FICA/MEDICARE	fica	3,262.78	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101013120	PW-FICA/MEDICARE	med	763.09	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	101013121	PW-PERF	perf	8,176.82	5000001386	1/17/2023
	VEN000660	ESRI	APP100476	1/17/2023	101013389	PW-SOFTWARE LICENSING	Annual Subscription	10,000.00		
	VEN007495	Office H2O LLC	APP100489	1/17/2023	101013224	PW-OPERATING SUPPLIES	Water CSC	470.00		
	VEN001182	Kings III America	APP100491	1/17/2023	101013343	PW-BLDG MAINT	Elevator phone	131.19		
	VEN006494	Pure Water Partners	APP100492	1/17/2023	101013224	PW-OPERATING SUPPLIES	Water CSC	67.50		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Public Works									
VEN005709	Service Sanitation Inc	APP100493	1/17/2023	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	164.00		
VEN005709	Service Sanitation Inc	APP100493	1/17/2023	101013349	PW-CONTRACTUAL SERVIC	166th St	142.37		
Subtotal for Public Works							**325,674.27**		
Communications									
VEN002020	United Healthcare	APP100269	1/5/2023	101020119	COMM-HEALTH/DENTAL	Jan Ins	1,942.31	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101020119	COMM-HEALTH/DENTAL	Jan Dental Ins	41.72	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101020119	COMM-HEALTH/DENTAL	Jan Vision Ins	19.20	74293	1/9/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101020119	COMM-HEALTH/DENTAL	Jan Life	9.75	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101020111	COMM-SALARY	sal	8,152.12	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101020120	COMM-FICA/MEDICARE	fica	494.09	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101020120	COMM-FICA/MEDICARE	med	115.56	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101020121	COMM-PERF	perf	1,157.60	5000001386	1/17/2023
Subtotal for Communications							**11,932.35**		
Customer Service									
VEN002020	United Healthcare	APP100269	1/5/2023	101021119	CUSTOMER SERV-HEALTH/	Jan Ins	1,201.11	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101021119	CUSTOMER SERV-HEALTH/	Jan Dental Ins	142.62	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101021119	CUSTOMER SERV-HEALTH/	Jan Vision Ins	28.96	74293	1/9/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101021119	CUSTOMER SERV-HEALTH/	Jan Life	13.00	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101021111	CUSTOMER SERV-SALARY	sal	6,649.60	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101021120	CUSTOMER SERV- FICA/ME	fica	397.30	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101021120	CUSTOMER SERV- FICA/ME	med	92.91	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101021121	CUSTOMER SERV- PERF	perf	944.25	5000001386	1/17/2023
Subtotal for Customer Service							**9,469.75**		
Human Resources									
VEN002020	United Healthcare	APP100269	1/5/2023	101022119	HR-HEALTH/DENTAL	Jan Ins	2,625.10	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	101022119	HR-HEALTH/DENTAL	Jan Dental Ins	106.32	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	101022119	HR-HEALTH/DENTAL	Jan Vision Ins	28.96	74293	1/9/2023
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	101022119	HR-HEALTH/DENTAL	Jan Life	6.50	74343	1/11/2023
VEN001537	Payroll	APP100452	1/17/2023	101022111	HR -SALARY	sal	6,321.12	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101022120	HR-FICA/MEDICARE	fica	377.86	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	101022120	HR-FICA/MEDICARE	med	88.37	5000001386	1/17/2023

Purchase Invoice Register

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Human Resources									
VEN001537	Payroll	APP100452	1/17/2023	101022121	HR PERF	perf	897.60	5000001386	1/17/2023
Subtotal for Human Resources							**10,451.83**		
Subtotal for Fund 101 General							**1,254,803.31**		
Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN002020	United Healthcare	APP100269	1/5/2023	201013119	MVH-HEALTH/DENTAL	Jan Ins	4,558.99	500000856	1/5/2023
VEN000534	Delta Dental	APP100280	1/9/2023	201013119	MVH-HEALTH/DENTAL	Jan Dental Ins	191.78	74292	1/9/2023
VEN010036	VSP Insurance	APP100285	1/9/2023	201013119	MVH-HEALTH/DENTAL	Jan Vision Ins	35.36	74293	1/9/2023
VEN001504	Paddacks Wrecker Service	APP100311	1/10/2023	201013349	MVH-CONTRACTUAL SERV	Kenworth	570.00		
VEN001504	Paddacks Wrecker Service	APP100311	1/10/2023	201013349	MVH-CONTRACTUAL SERV	Kenworth	570.00		
VEN004479	Symetra Life Insurance	APP100353	1/11/2023	201013119	MVH-HEALTH/DENTAL	Jan Life	9.75	74343	1/11/2023
VEN001708	RPM Machinery	APP100385	1/13/2023	201013345	MVH-EQUIP REPAIR	Glass door for payloader	983.00		
VEN001173	Kenworth of Indianapolis	APP100387	1/13/2023	201013345	MVH-EQUIP REPAIR	Kenworth repair	1,255.22		
VEN001173	Kenworth of Indianapolis	APP100387	1/13/2023	201013345	MVH-EQUIP REPAIR	Kenworth repair	5,923.96		
VEN006436	Davis Wholesale Supply	APP100416	1/13/2023	201013231	MVH-SUBGRADE MATERIAL	Brine Salt	4,665.45		
VEN006436	Davis Wholesale Supply	APP100416	1/13/2023	201013231	MVH-SUBGRADE MATERIAL	Brine Salt	4,519.84		
VEN000332	Cargill	APP100418	1/13/2023	201013231	MVH-SUBGRADE MATERIAL	Salt	4,609.58		
VEN000166	Auto Outfitters	APP100424	1/13/2023	201013345	MVH-EQUIP REPAIR	Strobe lights for equipment	967.47		
VEN001708	RPM Machinery	APP100425	1/13/2023	201013345	MVH-EQUIP REPAIR	Controls for skid steer	1,775.00		
VEN000332	Cargill	APP100426	1/13/2023	201013231	MVH-SUBGRADE MATERIAL	Salt	15,841.13		
VEN000223	Best Equipment Co Inc	APP100427	1/13/2023	201013345	MVH-EQUIP REPAIR	Part for street sweeper	33.47		
VEN010877	Co Alliance Cooperative Inc	APP100432	1/13/2023	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	8,370.59		
VEN001537	Payroll	APP100452	1/17/2023	201013111	MVH-SALARY	sal	10,557.63	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	201013120	MVH-FICA/MEDICARE	fica	621.49	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	201013120	MVH-FICA/MEDICARE	med	145.36	5000001386	1/17/2023
VEN001537	Payroll	APP100452	1/17/2023	201013121	MVH-PERF	perf	1,499.18	5000001386	1/17/2023
VEN000332	Cargill	APP100488	1/17/2023	201013231	MVH-SUBGRADE MATERIAL	Salt	2,309.19		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
201	**Motor Vehicle Highway (MVH)**									
	Public Works									
	VEN000332	Cargill	APP100490	1/17/2023	201013231	MVH-SUBGRADE MATERIAL	Salt	2,382.42		
	Subtotal for Public Works							**72,395.86**		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)								**72,395.86**		
Fund No.	**Fund Name**									
203	**Fire Operating**									
	Fire									
	VEN002336	Citizens Westfield	APP100241	1/6/2023	203012342	FIRE-WATER/SEWER	Sta 82	277.54	74286	1/6/2023
	VEN002020	United Healthcare	APP100269	1/5/2023	203012119	FIRE-HEALTH/DENTAL	Jan Ins	97,619.53	500000856	1/5/2023
	VEN000534	Delta Dental	APP100280	1/9/2023	203012119	FIRE-HEALTH/DENTAL	Jan Dental Ins	4,537.26	74292	1/9/2023
	VEN010036	VSP Insurance	APP100285	1/9/2023	203012119	FIRE-HEALTH/DENTAL	Jan Vision Ins	1,073.92	74293	1/9/2023
	VEN002123	Westfield-Washington Schools	APP100308	1/10/2023	203012223	FIRE-OFFICE SUPPLIES	Paper	38.40		
	VEN003729	Metronet	APP100337	1/11/2023	203012343	FIRE-BUILDING MAINTENAN	PSB	442.34	74339	1/11/2023
	VEN002336	Citizens Westfield	APP100339	1/11/2023	203012342	FIRE-WATER/SEWER	Sta 83	507.01	74334	1/11/2023
	VEN002336	Citizens Westfield	APP100340	1/11/2023	203012328	FIRE-GAS/HEAT	Sta 83	231.23	74335	1/11/2023
	VEN002336	Citizens Westfield	APP100341	1/11/2023	203012328	FIRE-GAS/HEAT	PSB	436.00	74336	1/11/2023
	VEN004479	Symetra Life Insurance	APP100353	1/11/2023	203012119	FIRE-HEALTH/DENTAL	Jan Life	278.46	74343	1/11/2023
	VEN000163	Aul Retirement	APP100371	1/12/2023	203012125	FIRE-401A MATCHING	Fire 457 match	19,500.00	500000858	1/12/2023
	VEN004836	Nationwide Retirement Solutions	APP100372	1/12/2023	203012125	FIRE-401A MATCHING	457 match	21,000.00	74344	1/12/2023
	VEN010877	Co Alliance Cooperative Inc	APP100432	1/13/2023	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,413.42		
	VEN001537	Payroll	APP100452	1/17/2023	203012111	FIRE-SALARY	sal	306,687.62	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	203012120	FIRE-FICA AND MEDICARE	fica	18,291.41	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	203012120	FIRE-FICA AND MEDICARE	med	4,277.88	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	203012121	FIRE-PERF	perf	46,423.09	5000001386	1/17/2023
	VEN001537	Payroll	APP100452	1/17/2023	203012124	FIRE-PEHP	fire ltd	60,640.40	5000001386	1/17/2023
	VEN000644	Enviro-max Inc	APP100495	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	Sta 82 HVAC repair	1,186.55		
	VEN000644	Enviro-max Inc	APP100496	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	Sta 81 ice machine	470.20		
	VEN000644	Enviro-max Inc	APP100497	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	Sta 82 HVAC repair	329.00		
	VEN001464	Northside Garage Door System	APP100498	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	Garage door 10 repair	240.00		
	VEN001464	Northside Garage Door System	APP100499	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	repaired door 10	240.00		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
203	**Fire Operating**									
	Fire									
	VEN000569	Don Hinds Ford Inc	APP100500	1/17/2023	203012472	FIRE-EQUIP	2023-Ford Transit 350	49,201.25		
	VEN002326	OREILLY AUTO	APP100501	1/17/2023	203012360	FIRE-VEHICLE MAINT	misc. parts for repairs	1,319.08		
	VEN006285	Ceres Solutions Cooperative	APP100502	1/17/2023	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	3,210.68		
	VEN009426	Best One of Tipton	APP100503	1/17/2023	203012360	FIRE-VEHICLE MAINT	tires-c-87	178.66		
	VEN001257	Logo USA	APP100504	1/17/2023	203012229	FIRE-UNIFORMS	uniforms	1,942.40		
	VEN010336	MES-The Uniform House	APP100505	1/17/2023	203012229	FIRE-UNIFORMS	uniforms	2,581.55		
	VEN005584	The Accumed Group	APP100506	1/17/2023	203012349	FIRE-SERVICES	Billing Service Fee	2,770.44		
	VEN000266	Bound Tree Medical	APP100507	1/17/2023	203012224	FIRE-OPERATING SUPPLIES	EMS supplies	5,711.63		
	VEN000065	Airgas Mid America	APP100508	1/17/2023	203012224	FIRE-OPERATING SUPPLIES	cylindar rental and oxygen	760.41		
	VEN007356	Ascension St Vincent	APP100509	1/17/2023	203012354	FIRE-MEDICAL EXAMS/TEST	new hire testing	4,697.58		
	VEN009060	Safe Haven Baby Boxes	APP100510	1/17/2023	203012349	FIRE-SERVICES	annual fee	200.00		
	VEN000544	Derek Michael	APP100511	1/17/2023	203012334	FIRE-TRAVEL/TRAINING/SE	registration tickets for class	102.42		
	VEN002425	AFC International Inc	APP100512	1/17/2023	203012242	FIRE-HAZMAT	hydrogen cyanide calibration	363.80		
	VEN000266	Bound Tree Medical	APP100513	1/17/2023	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	74.73		
	VEN007217	SimsUshare	APP100515	1/17/2023	203012350	FIRE-SUBSCRIPTIONS/DUE	platinum network renewal	495.00		
	VEN000065	Airgas Mid America	APP100516	1/17/2023	203012224	FIRE-OPERATING SUPPLIES	oxygen - 81	88.33		
	VEN010937	Muncie Fire Department	APP100517	1/17/2023	203012354	FIRE-MEDICAL EXAMS/TEST	reimburse for new hire testing	1,521.04		
	VEN000469	Crawford Water Care	APP100520	1/17/2023	203012343	FIRE-BUILDING MAINTENAN	50 percent fire - psb-salt	327.73		
	VEN002336	Citizens Westfield	APP100521	1/17/2023	203012342	FIRE-WATER/SEWER	60 percent fire - psb	464.00		
	Subtotal for Fire							**662,151.99**		
Subtotal for Fund 203 Fire Operating								**662,151.99**		
Fund No.	**Fund Name**									
204	**Park Impact**									
	Public Works									
	VEN006748	V3 Companies	APP100306	1/9/2023	204013349	PARK IMPACT-SERVICES	Simon Moon Expansion Desig	111,960.00		
	VEN002019	United Consulting	APP100307	1/9/2023	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 100% Supplem	1,698.11		
	VEN007292	GAI Consultants	APP100364	1/11/2023	204013349	PARK IMPACT-SERVICES	Trail over John Edwards Ditch	4,272.00		
	VEN002019	United Consulting	APP100421	1/13/2023	204013474	PW-PARK IMPACT CONSTR	Midland Trace Trail Crossing	10,401.72		
	VEN006748	V3 Companies	APP100435	1/9/2023	204013349	PARK IMPACT-SERVICES	Simon Moon Expansion Desig	73,300.00		
	Subtotal for Public Works							**201,631.83**		
Subtotal for Fund 204 Park Impact								**201,631.83**		

Purchase Invoice Register

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Fund No. 206	**Parks Programming/Events**								
Parks									
VEN000229	Beth Maier Photography	APP100417	1/13/2023	206005347	PARKS PROGRAM-PROMOT	Farmers Market	131.00		
VEN000229	Beth Maier Photography	APP100417	1/13/2023	206005347	PARKS PROGRAM-PROMOT	Pumpkin Funktion	131.00		
Subtotal for Parks							**262.00**		
Subtotal for Fund 206 Parks Programming/Events							**262.00**		
Fund No. 264	**Road and Street Improvement (Road Impact)**								
Public Works									
VEN005929	WSP USA Inc	APP100346	1/11/2023	264013349	ROAD IMPACT-SERVICES	Task Order #22 Kitchen Table	0.00		
VEN005929	WSP USA Inc	APP100346	1/11/2023	264013349	ROAD IMPACT-SERVICES	Task Order #23 East Street C	8,450.00		
VEN005929	WSP USA Inc	APP100346	1/11/2023	264013349	ROAD IMPACT-SERVICES	Task Order #24 Jersey Street	8,958.00		
VEN002019	United Consulting	APP100422	1/13/2023	264013474	ROAD IMPACT-CONSTRUCT	169th and Spring Mill RAB	22,956.96		
Subtotal for Public Works							**40,364.96**		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							**40,364.96**		
Fund No. 269	**Training Facility Center**								
Public Safety (Police and Fire)									
VEN009231	CenterPoint Energy	APP100343	1/11/2023	269014328	TRAINING FAC-HEAT/GAS	Training Facility	112.65	74329	1/11/2023
VEN002191	City of Noblesville Utilities	APP100352	1/11/2023	269014342	TRAINING FAC-WATER/SE	Training Facility	22.89	74342	1/11/2023
VEN000434	Comcast Cable	APP100472	1/17/2023	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	306.25	74347	1/17/2023
VEN000905	Hoosier Portable Restroom	APP100514	1/17/2023	269014349	TRAINING FAC-SERVICES	standard unit serviced	176.00		
Subtotal for Public Safety (Police and Fire)							**617.79**		
Subtotal for Fund 269 Training Facility Center							**617.79**		
Fund No. 640	**Sports Campus Operating**								
Grand Park									
VEN003729	Metronet	APP100243	1/6/2023	640015349	SPORTS CAMPUS-SERVICE	Field	59.61	4318	1/10/2023
VEN003729	Metronet	APP100243	1/6/2023	640015349	SPORTS CAMPUS-SERVICE	Diam	59.61	4318	1/10/2023
VEN002020	United Healthcare	APP100268	1/5/2023	640015119	SPORTS CAMPUS-HEALTH/	Jan Ins	7,118.40	100000224	1/5/2023
VEN000534	Delta Dental	APP100281	1/9/2023	640015119	SPORTS CAMPUS-HEALTH/	Jan Dental Ins	227.26	4312	1/9/2023
VEN010036	VSP Insurance	APP100286	1/9/2023	640015119	SPORTS CAMPUS-HEALTH/	Jan Vision Ins	73.76	4313	1/9/2023

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. 640	**Fund Name: Sports Campus Operating**								
Grand Park									
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	Field	402.72	4322	1/11/2023
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	Field	401.28	4322	1/11/2023
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	Diam	524.68	4322	1/11/2023
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	Diam	535.04	4322	1/11/2023
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	General	129.64	4322	1/11/2023
VEN002336	Citizens Westfield	APP100342	1/11/2023	640015342	SPORTS CAMPUS-WAT SE	General	218.93	4322	1/11/2023
VEN004479	Symetra Life Insurance	APP100354	1/11/2023	640015119	SPORTS CAMPUS-HEALTH/	Jan Life	35.75	4323	1/11/2023
VEN001537	Payroll	APP100451	1/17/2023	640015111	SPORTS CAMPUS-SALARY	sal	25,409.60	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640015120	SPORTS CAMPUS-FICA/ME	fica	1,544.65	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640015120	SPORTS CAMPUS-FICA/ME	med	361.24	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640015121	SPORTS CAMPUS-PERF	perf	3,412.21	100000225	1/17/2023
VEN000897	Home City Ice Co	APP100529	1/17/2023	640015224	SPORTS CAMPUS-OPERATI	C4 ice box rental	175.00		
VEN007684	Perfection Group Inc	APP100530	1/17/2023	640015343	SPORTS CAMPUS-BLDG MA	SC admin HVAC	3,806.20		
VEN006285	Ceres Solutions Cooperative	APP100533	1/17/2023	640015226	SPORTS CAMPUS-GAS	Fuel	630.64		
VEN009989	Traf Sys Inc	APP100534	1/17/2023	640015350	SPORTS CAMPUS-DUES/SU	GPEC people counter subscri	360.00		
VEN009229	Sports Field Maintenance LLC	APP100535	1/17/2023	640015349	SPORTS CAMPUS-SERVICE	Dec common area maint	7,624.00		
VEN009229	Sports Field Maintenance LLC	APP100535	1/17/2023	640015349	SPORTS CAMPUS-SERVICE	Dec common area maint	4,148.00		
VEN009229	Sports Field Maintenance LLC	APP100535	1/17/2023	640015349	SPORTS CAMPUS-SERVICE	Dec common area maint	11,221.28		
VEN000897	Home City Ice Co	APP100536	1/17/2023	640015224	SPORTS CAMPUS-OPERATI	Ice	1,423.70		
VEN009061	Trimax Mowing Systems	APP100538	1/17/2023	640015345	SPORTS CAMPUS-EQUIP R	Snake repair kit	1,235.21		
VEN001666	Reynolds Farm Equipment	APP100539	1/17/2023	640015345	SPORTS CAMPUS-EQUIP R	Lastec Mower	488.09		
VEN001778	Shelby Materials	APP100540	1/17/2023	640015224	SPORTS CAMPUS-OPERATI	Sand for Fields	6,320.89		
VEN001931	The Motz Group LLC	APP100541	1/17/2023	640015474	SPORTS CAMPUS-CONSTR	Turf 2 thru 5 replacement inst	746,176.00		
Subtotal for Grand Park							**824,123.39**		
Sport Campus Indoor Event Ctr									
VEN002020	United Healthcare	APP100268	1/5/2023	640023119	GP INDOOR-HEALTH/DENT	Jan Ins	1,863.10	100000224	1/5/2023
VEN000534	Delta Dental	APP100281	1/9/2023	640023119	GP INDOOR-HEALTH/DENT	Jan Dental Ins	85.46	4312	1/9/2023
VEN010036	VSP Insurance	APP100286	1/9/2023	640023119	GP INDOOR-HEALTH/DENT	Jan Vision Ins	14.48	4313	1/9/2023
VEN002336	Citizens Westfield	APP100330	1/11/2023	640023328	GP INDOOR-NATURAL GAS	GPEC	2,764.44	4320	1/11/2023
VEN002336	Citizens Westfield	APP100331	1/11/2023	640023342	GP INDOOR-WAT AND SEW	GPEC water	587.06	4321	1/11/2023
VEN002336	Citizens Westfield	APP100331	1/11/2023	640023342	GP INDOOR-WAT AND SEW	GPEC sewer	133.76	4321	1/11/2023
VEN004479	Symetra Life Insurance	APP100354	1/11/2023	640023119	GP INDOOR-HEALTH/DENT	Jan Life	3.25	4323	1/11/2023

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									
VEN001537	Payroll	APP100451	1/17/2023	640023111	GP INDOOR-SALARY	sal	4,199.20	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640023120	GP INDOOR-FIICA/MEDICAR	fica	248.15	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640023120	GP INDOOR-FIICA/MEDICAR	med	58.04	100000225	1/17/2023
VEN001537	Payroll	APP100451	1/17/2023	640023121	GP INDOOR-PERF	perf	596.29	100000225	1/17/2023
VEN007684	Perfection Group Inc	APP100528	1/17/2023	640023343	GP INDOOR-BLDG MAINT	GPEC east arena repair	4,890.00		
VEN001464	Northside Garage Door System	APP100531	1/17/2023	640023343	GP INDOOR-BLDG MAINT	GPEC door 15	240.00		
VEN002958	Indiana Soccer Asso	APP100532	1/17/2023	640023349	GP INDOOR-SERVICES	MASC and ODP Fall 22 Rev S	8,081.26		
VEN000402	Cintas	APP100537	1/17/2023	640023343	GP INDOOR-BLDG MAINT	Floor mats	216.27		
Subtotal for Sport Campus Indoor Event Ctr							**23,980.76**		
Subtotal for Fund 640 Sports Campus Operating							**848,104.15**		
Fund No.	**Fund Name**								
701	**Payroll**								
Clerk Treasurer									
VEN002020	United Healthcare	APP100198	1/5/2023	701008930	PAYROLL-INS. DED	Jan Ins	18,700.70	700001377	1/5/2023
VEN000163	Aul Retirement	APP100199	1/5/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	33,316.82	700001375	1/5/2023
VEN008998	Alex Wilson	APP100200	1/5/2023	701008930	PAYROLL-INS. DED	Willson reim	100.00	18125	1/5/2023
VEN001550	PERF	APP100231	1/5/2023	701008133	PAYROLL-PERF	Civilian PERF	54,964.01	700001379	1/5/2023
VEN000008	77 Police and Fire Fund	APP100232	1/5/2023	701008133	PAYROLL-PERF	Non Civilian PERF	88,756.17	700001378	1/5/2023
VEN000534	Delta Dental	APP100284	1/9/2023	701008930	PAYROLL-INS. DED	Jan dental ins	5,105.06	18126	1/9/2023
VEN010036	VSP Insurance	APP100288	1/9/2023	701008930	PAYROLL-INS. DED	Jan Vision Ins	70.72	18127	1/9/2023
VEN004479	Symetra Life Insurance	APP100356	1/11/2023	701008930	PAYROLL-INS. DED	Jan Life	2,226.24	18128	1/11/2023
VEN001537	Payroll	APP100453	1/17/2023	701008110	PAYROLL-NET SALARIES	net sal	567,704.80	700001385	1/17/2023
VEN003131	Huntington Bank	APP100454	1/17/2023	701008131	PAYROLL-EMPLOYER'S FIC	FICA	48,218.66		
VEN003131	Huntington Bank	APP100454	1/17/2023	701008132	PAYROLL-EMPLOYER'S ME	Medicare	11,276.94		
VEN003131	Huntington Bank	APP100454	1/17/2023	701008921	PAYROLL-FEDERAL WITHH	Federal	66,460.81		
VEN003131	Huntington Bank	APP100454	1/17/2023	701008922	PAYROLL-EMPLOYEE FICA	FICA	48,218.67		
VEN003131	Huntington Bank	APP100454	1/17/2023	701008922	PAYROLL-EMPLOYEE FICA	Medicare	11,277.05		
VEN000959	Indiana Dept Of Revenue	APP100455	1/17/2023	701008923	PAYROLL-STATE WITHHOL	State	22,889.24	700001384	1/17/2023
VEN000959	Indiana Dept Of Revenue	APP100455	1/17/2023	701008923	PAYROLL-STATE WITHHOL	COIT	10,073.75	700001384	1/17/2023
VEN004836	Nationwide Retirement Solutions	APP100456	1/17/2023	701008930	PAYROLL-INS. DED	Fire PEHP	60,640.40	18130	1/17/2023
VEN000163	Aul Retirement	APP100457	1/17/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	32,859.61	700001383	1/17/2023

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									
701 Payroll									
Clerk Treasurer									
VEN002177	Indiana Members Credit Union	APP100458	1/17/2023	701008930	PAYROLL-INS. DED	Employers HSA	500.00	18129	1/17/2023
VEN004836	Nationwide Retirement Solutions	APP100543	1/17/2023	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	5,254.69		
VEN001864	Supporting Heroes	APP100544	1/17/2023	701008991	PAYROLL-MISC	Supporting Heroes	80.84		
VEN000703	Fire Fighters Credit Union	APP100545	1/17/2023	701008141	PAYROLL-UNION DUES	Union Dues WFD	87.00		
VEN000703	Fire Fighters Credit Union	APP100546	1/17/2023	701008141	PAYROLL-UNION DUES	Union Dues 4416	3,426.42		
VEN001390	MiSDU	APP100547	1/17/2023	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45		
VEN000948	IN Family and Social Services	APP100548	1/17/2023	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,536.00		
VEN010216	John Hauber Trustee	APP100549	1/17/2023	701008142	PAYROLL-GARNISHMENT	Garnishment	277.00		
Subtotal for Clerk Treasurer							**1,094,465.05**		
Subtotal for Fund 701 Payroll							**1,094,465.05**		
Fund No. Fund Name									
806 UMR									
Clerk Treasurer									
VEN002020	United Healthcare	APP100551	1/6/2023	806008119	UMR GROUP HEALTH	UMR Rx	38,020.98		
VEN002020	United Healthcare	APP100552	1/13/2023	806008119	UMR GROUP HEALTH	UMR Rx	25,796.12		
Subtotal for Clerk Treasurer							**63,817.10**		
Subtotal for Fund 806 UMR							**63,817.10**		
Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN002020	United Healthcare	APP100201	1/5/2023	900016119	STORM-HEALTH/DENTAL	Jan Ins	12,148.81	900000315	1/5/2023
VEN000534	Delta Dental	APP100282	1/9/2023	900016119	STORM-HEALTH/DENTAL	Jan Dental Ins	562.48	42507	1/9/2023
VEN010036	VSP Insurance	APP100287	1/9/2023	900016119	STORM-HEALTH/DENTAL	Jan Vision Ins	107.76	42508	1/9/2023
VEN004479	Symetra Life Insurance	APP100355	1/11/2023	900016119	STORM-HEALTH/DENTAL	Jan Life	19.50	42512	1/11/2023
VEN010915	Jack Houtman	APP100388	1/13/2023	900016370	STORMWATER-REFUND		2.68		
VEN010916	Stephen Schnelker	APP100389	1/13/2023	900016370	STORMWATER-REFUND		3.35		
VEN010917	Scottie Paramoure	APP100390	1/13/2023	900016370	STORMWATER-REFUND		12.46		
VEN010918	Lindsay and Jacob Jensen	APP100391	1/13/2023	900016370	STORMWATER-REFUND		7.16		
VEN010919	Chris Kopf	APP100392	1/13/2023	900016370	STORMWATER-REFUND		2.68		
VEN009884	Kristy Huntwork	APP100393	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	75.00		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
900	**Stormwater**								
	Stormwater								
VEN010779	Ilia Williams	APP100394	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	52.74		
VEN010920	Dennis Living Trust	APP100395	1/13/2023	900016370	STORMWATER-REFUND		26.38		
VEN008910	Quinn and Ali Shepherd	APP100396	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	27.38		
VEN010921	Eagletown Five LLC	APP100397	1/13/2023	900016370	STORMWATER-REFUND		5.44		
VEN010921	Eagletown Five LLC	APP100397	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	32.79		
VEN007320	MJ Skulski LLC	APP100398	1/13/2023	900016370	STORMWATER-REFUND		8.03		
VEN007320	MJ Skulski LLC	APP100398	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	29.03		
VEN010922	John Trott	APP100399	1/13/2023	900016370	STORMWATER-REFUND		5.80		
VEN010440	Jennifer Riddle	APP100400	1/13/2023	900016370	STORMWATER-REFUND	OVER PAYMENT	209.12		
VEN010923	Daniel Droeger	APP100401	1/13/2023	900016370	STORMWATER-REFUND		3.00		
VEN010924	Courtney Kassenbrock	APP100402	1/13/2023	900016370	STORMWATER-REFUND		2.45		
VEN010925	Edward Petricig	APP100403	1/13/2023	900016370	STORMWATER-REFUND		3.63		
VEN010926	Matt Aurand	APP100404	1/13/2023	900016370	STORMWATER-REFUND		3.00		
VEN010927	Paul Baker	APP100405	1/13/2023	900016370	STORMWATER-REFUND		3.45		
VEN009979	Darian Hoaks	APP100406	1/13/2023	900016370	STORMWATER-REFUND		3.27		
VEN010928	Justin Webb	APP100407	1/13/2023	900016370	STORMWATER-REFUND		16.39		
VEN010929	Karen Stahly	APP100408	1/13/2023	900016370	STORMWATER-REFUND		5.53		
VEN010930	Christina Young	APP100409	1/13/2023	900016370	STORMWATER-REFUND		2.82		
VEN010931	Michelle North	APP100410	1/13/2023	900016370	STORMWATER-REFUND		3.54		
VEN010932	Cydnie Harp	APP100411	1/13/2023	900016370	STORMWATER-REFUND		3.14		
VEN010933	John Menke	APP100412	1/13/2023	900016370	STORMWATER-REFUND		16.33		
VEN010934	John Monger	APP100413	1/13/2023	900016370	STORMWATER-REFUND		3.35		
VEN010877	Co Alliance Cooperative Inc	APP100420	1/13/2023	900016226	STORM-VEHICLE GAS	Unleaded fuel	71.82		
VEN002424	IUPPS	APP100423	1/13/2023	900016309	STORM-CONSULTING FEES	December locate tickets	699.20		
VEN001537	Payroll	APP100450	1/17/2023	900016111	STORM-SALARY	sal	25,218.24	900000316	1/17/2023
VEN001537	Payroll	APP100450	1/17/2023	900016120	STORM-FICA/MEDICARE	fica	1,483.74	900000316	1/17/2023
VEN001537	Payroll	APP100450	1/17/2023	900016120	STORM-FICA/MEDICARE	med	346.98	900000316	1/17/2023
VEN001537	Payroll	APP100450	1/17/2023	900016121	STORM-PERF	perf	3,235.01	900000316	1/17/2023
	Subtotal for Stormwater						**44,463.48**		
Subtotal for Fund 900 Stormwater							**44,463.48**		

Fund No. **Fund Name**

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
950	**Trash**									
	Trash									
	VEN008448	Springbrook Holding LLC	APP100310	1/10/2023	950017371	TRASH-CREDIT CARD PRO	CivicPay fees	3,082.00		
	VEN010915	Jack Houtman	APP100388	1/13/2023	950017370	TRASH-REFUND		0.65		
	VEN010915	Jack Houtman	APP100388	1/13/2023	950017370	TRASH-REFUND		8.08		
	VEN010916	Stephen Schnelker	APP100389	1/13/2023	950017370	TRASH-REFUND		0.82		
	VEN010916	Stephen Schnelker	APP100389	1/13/2023	950017370	TRASH-REFUND		10.10		
	VEN010917	Scottie Paramoure	APP100390	1/13/2023	950017370	TRASH-REFUND		3.00		
	VEN010917	Scottie Paramoure	APP100390	1/13/2023	950017370	TRASH-REFUND		37.24		
	VEN010918	Lindsay and Jacob Jensen	APP100391	1/13/2023	950017370	TRASH-REFUND		1.73		
	VEN010918	Lindsay and Jacob Jensen	APP100391	1/13/2023	950017370	TRASH-REFUND		21.45		
	VEN010919	Chris Kopf	APP100392	1/13/2023	950017370	TRASH-REFUND		0.65		
	VEN010919	Chris Kopf	APP100392	1/13/2023	950017370	TRASH-REFUND		8.08		
	VEN010920	Dennis Living Trust	APP100395	1/13/2023	950017370	TRASH-REFUND		6.07		
	VEN010920	Dennis Living Trust	APP100395	1/13/2023	950017370	TRASH-REFUND		76.07		
	VEN010922	John Trott	APP100399	1/13/2023	950017370	TRASH-REFUND		1.40		
	VEN010922	John Trott	APP100399	1/13/2023	950017370	TRASH-REFUND		17.40		
	VEN010923	Daniel Droeger	APP100401	1/13/2023	950017370	TRASH-REFUND		0.72		
	VEN010923	Daniel Droeger	APP100401	1/13/2023	950017370	TRASH-REFUND		8.92		
	VEN010924	Courtney Kassenbrock	APP100402	1/13/2023	950017370	TRASH-REFUND		0.59		
	VEN010924	Courtney Kassenbrock	APP100402	1/13/2023	950017370	TRASH-REFUND		7.30		
	VEN010925	Edward Petricig	APP100403	1/13/2023	950017370	TRASH-REFUND		0.88		
	VEN010925	Edward Petricig	APP100403	1/13/2023	950017370	TRASH-REFUND		10.92		
	VEN010926	Matt Aurand	APP100404	1/13/2023	950017370	TRASH-REFUND		0.72		
	VEN010926	Matt Aurand	APP100404	1/13/2023	950017370	TRASH-REFUND		8.92		
	VEN010927	Paul Baker	APP100405	1/13/2023	950017370	TRASH-REFUND		0.83		
	VEN010927	Paul Baker	APP100405	1/13/2023	950017370	TRASH-REFUND		10.28		
	VEN009979	Darian Hoaks	APP100406	1/13/2023	950017370	TRASH-REFUND		0.78		
	VEN009979	Darian Hoaks	APP100406	1/13/2023	950017370	TRASH-REFUND		9.73		
	VEN010928	Justin Webb	APP100407	1/13/2023	950017370	TRASH-REFUND		3.95		
	VEN010928	Justin Webb	APP100407	1/13/2023	950017370	TRASH-REFUND		48.99		
	VEN010929	Karen Stahly	APP100408	1/13/2023	950017370	TRASH-REFUND		1.34		
	VEN010929	Karen Stahly	APP100408	1/13/2023	950017370	TRASH-REFUND		16.59		
	VEN010930	Christina Young	APP100409	1/13/2023	950017370	TRASH-REFUND		0.68		

	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**									
950	**Trash**									
	Trash									
	VEN010930	Christina Young	APP100409	1/13/2023	950017370	TRASH-REFUND		8.48		
	VEN010931	Michelle North	APP100410	1/13/2023	950017370	TRASH-REFUND		0.85		
	VEN010931	Michelle North	APP100410	1/13/2023	950017370	TRASH-REFUND		10.53		
	VEN010932	Cydnie Harp	APP100411	1/13/2023	950017370	TRASH-REFUND		0.75		
	VEN010932	Cydnie Harp	APP100411	1/13/2023	950017370	TRASH-REFUND		9.32		
	VEN010933	John Menke	APP100412	1/13/2023	950017370	TRASH-REFUND		3.65		
	VEN010933	John Menke	APP100412	1/13/2023	950017370	TRASH-REFUND		46.09		
	VEN010934	John Monger	APP100413	1/13/2023	950017370	TRASH-REFUND		0.82		
	VEN010934	John Monger	APP100413	1/13/2023	950017370	TRASH-REFUND		10.10		
	Subtotal for Trash							**3,497.47**		
Subtotal for Fund 950 Trash								**3,497.47**		
Posted Invoices Total								**4,286,574.99**		

Un-Posted Invoices

	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No.	**Fund Name**								
201	**Motor Vehicle Highway (MVH)**								
	Public Works								
	VEN000223	Best Equipment Co Inc	API0005867	1/17/2023	201013345	MVH-Equip Repair	MVH-Equip Repair	331,862.50	Approval Pending
	VEN006426	DISA Inc	API0005867	1/17/2023	201013349	MVH-Contractual Serv	MVH-Contractual Serv	550.25	Approval Pending
	VEN001277	Macallister Machinery Co	API0005867	1/17/2023	201013345	MVH-Equip Repair	MVH-Equip Repair	5,619.00	Approval Pending
	Subtotal for Public Works							**338,031.75**	
Subtotal by Fund 201 Motor Vehicle Highway (MVH)								**338,031.75**	
Un-Posted Invoices Total								**338,031.75**	

Credit Memos

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

Report Date Range:

Credit Memos

Fund No.	Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	**Fund Name**							
900	**Stormwater**							
	Stormwater							
	VEN010832	Rachel Kosanovic	ACP002530	1/9/2023	900016370	StormWater-Refund	Storm-Refund	9.77
	Subtotal for							**9.77**
Subtotal by Fund 900 Stormwater								**9.77**
Fund No.	**Fund Name**							
950	**Trash**							
	Trash							
	VEN010832	Rachel Kosanovic	ACP002530	1/9/2023	950017370	Trash-Refund	Trash-Refund	2.35
	VEN010832	Rachel Kosanovic	ACP002530	1/9/2023	950017370	Trash-Refund	Trash-Refund	29.17
	Subtotal for							**31.52**
Subtotal by Fund 950 Trash								**31.52**
Credit Memo Total								**41.29**

RESOLUTION NUMBER 23-100

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING CERTAIN AMENDMENTS TO THE GRAND JUNCTION ECONOMIC DEVELOPMENT AREA AND ALLOCATION AREA

WHEREAS, the City of Westfield, Indiana (the "City") is a political subdivision of the State of Indiana (the "State") and is duly organized and existing under the Constitution and laws of the State; and

WHEREAS, the Westfield Redevelopment Commission (the "Commission"), acting in its capacity as the governing body of the Westfield Department of Redevelopment (the "Department") and the Westfield Redevelopment District (the "District") under the provisions of Indiana Code 36-7-14 and 36-7-25 *et seq.*, as amended from time to time (the "Act") previously adopted and confirmed resolution 15-2022, as has been amended from time to time, (collectively, the "Declaratory Resolution"), establishing an economic development area known as the Grand Junction Economic Development Area (the "Economic Development Area"), approving a development plan for the Economic Development Area (the "Plan") pursuant to the Act , and establishing the Economic Development Area as an allocation area (the "Allocation Area") in accordance with the Act; and

WHEREAS, the Commission adopted a resolution (the "Amending Resolution"), which is attached hereto and incorporated herein as <u>Exhibit A</u>, on November 21, 2022, to amend the Declaratory Resolution and the Economic Development Area Plan in order to: (i) remove certain parcels of residential property from the Economic Development Area and the Allocation Area; and (ii) to provide that during any period of time that any parcels of property are assessed as residential property under the rules of the Indiana Department of Local Government Finance, such parcels shall not be considered part of the Economic Development Area or the Allocation Area (collectively, the "2022 Amendments"); and

WHEREAS, the Westfield Area Plan Commission (the "APC") has reviewed and considered the 2022 Amendments and supporting data at a meeting of the APC held on December 5, 2022, and adopted a written order (the "APC Order") affirming that the 2022 Amendments are consistent with the comprehensive plan for development of the City, in accordance with the Act; and

WHEREAS, the Act provides that the Council, acting in its capacity as the legislative body of the City, must approve the APC Order and the 2022 Amendments before the same can be considered in a public hearing before the Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Westfield, Indiana, as follows:

Section 1. The 2022 Amendments and APC Order are hereby approved as issued.

Section 2. This resolution shall be in full force and effect upon its adoption.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS 23rd DAY OF January, 2023.

WESTFIELD CITY COMMON COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

____
Cindy Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 23-100 was delivered to the Mayor of Westfield on the _____day of __________________, 2023, at ____________m.

____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 23-100
This _______ day of ________________, 2023

____
J. Andrew Cook, Mayor

I hereby VETO Resolution 23-100
This _____ day of _______________, 2023

____
J. Andrew Cook, Mayor

71913993v1

RESOLUTION NUMBER 23-101

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING CERTAIN AMENDMENTS TO THE EASTSIDE ECONOMIC DEVELOPMENT AREA AND ALLOCATION AREA

WHEREAS, the City of Westfield, Indiana (the "City") is a political subdivision of the State of Indiana (the "State") and is duly organized and existing under the Constitution and laws of the State; and

WHEREAS, the Westfield Redevelopment Commission (the "Commission"), acting in its capacity as the governing body of the Westfield Department of Redevelopment (the "Department") and the Westfield Redevelopment District (the "District") under the provisions of Indiana Code 36-7-14 and 36-7-25 *et seq.*, as amended from time to time (the "Act") previously adopted and confirmed resolution 16-2022, as has been amended from time to time, (collectively, the "Declaratory Resolution"), establishing an economic development area known as the Eastside Economic Development Area (the "Economic Development Area"), approving a development plan for the Economic Development Area (the "Plan") pursuant to the Act , and establishing the Economic Development Area as an allocation area (the "Allocation Area") in accordance with the Act; and

WHEREAS, the Commission adopted a resolution (the "Amending Resolution"), which is attached hereto and incorporated herein as Exhibit A, on November 21, 2022, to amend the Declaratory Resolution and the Economic Development Area Plan in order to: (i) remove certain parcels of residential property from the Economic Development Area and the Allocation Area; and (ii) to provide that during any period of time that any parcels of property are assessed as residential property under the rules of the Indiana Department of Local Government Finance, such parcels shall not be considered part of the Economic Development Area or the Allocation Area (collectively, the "2022 Amendments"); and

WHEREAS, the Westfield Area Plan Commission (the "APC") has reviewed and considered the 2022 Amendments and supporting data at a meeting of the APC held on December 5, 2022, and adopted a written order (the "APC Order") affirming that the 2022 Amendments are consistent with the comprehensive plan for development of the City, in accordance with the Act; and

WHEREAS, the Act provides that the Council, acting in its capacity as the legislative body of the City, must approve the APC Order and the 2022 Amendments before the same can be considered in a public hearing before the Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Westfield, Indiana, as follows:

Section 1. The 2022 Amendments and APC Order are hereby approved as issued.

Section 2. This resolution shall be in full force and effect upon its adoption.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS 23rd DAY OF January, 2023.

WESTFIELD CITY COMMON COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 23-101 was delivered to the Mayor of Westfield on the _____day of __________________, 2023, at ____________m.

____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 23-101
This _______ day of ________________, 2023

____
J. Andrew Cook, Mayor

I hereby VETO Resolution 23-101
This _____ day of _______________, 2023

____
J. Andrew Cook, Mayor

AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTION
And
THE CITY OF WESTFIELD, INDIANA,
Concerning
INTERSECTION IMPROVEMENT
AT SR 32 AND MULEBARN

EDS No. ________________________

PREAMBLE

This Agreement ("Agreement") is made by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "**INDOT**") and THE CITY OF WESTFIELD, INDIANA, (hereinafter referred to as the "**CITY**"; the CITY and INDOT are jointly referred to in this Agreement as the "**Parties**"), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General (hereinafter referred to as "**Effective Date**"). In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the CITY has a construction project to widen Mulebarn Road (the "**Project**"), which will impact the intersection of State Road 32 ("**SR 32**") and Mulebarn (the "**Intersection**") in 2023; and

WHEREAS, INDOT plans to make improvements to the Intersection, including the addition of turn lanes, but INDOT's project would occur at the earliest fiscal year 2027; and

WHEREAS, the CITY has agreed to include INDOT's Intersection improvement within their Project, which will require INDOT to transfer a certain road to the CITY on a temporary basis so that the CITY may improve the road in connection with the CITY's Project (the "**Transferred Road to City**" as more particularly defined in Section 2.2); and

WHEREAS, the CITY will perform all phases of the Project, including preliminary design, survey, environmental, utility coordination, land acquisition, construction and inspection for the Project; and

WHEREAS, INDOT shall have final approval of the design plans for the Intersection improvement portion of the Project; and

WHEREAS, the CITY shall complete the Intersection improvement in accordance with the approved plans and all applicable laws and standards; and

WHEREAS, INDOT has agreed to contribute funds for the Intersection improvement in an amount not to exceed **$1,500,000.00**; and

WHEREAS, the CITY shall pay the remainder of all costs associated with the Project, excluding the Intersection improvement; and

WHEREAS, the CITY desires to relinquish jurisdiction therein and transfer the road to INDOT upon completion of the Project (the "**Transferred Road to INDOT**", as more particularly defined in Section 2.3); and

WHEREAS, the PARTIES agree that the Transferred Road to City shall be transferred on a temporary basis so that the CITY may construct certain improvements thereon in connection with the Project, and the CITY is willing to accept the Transferred Road to City and assume full responsibility for all future maintenance, liability and regulation, but only during the period of time between the Date of Transfer to City and the Date of Transfer to State (and not otherwise), including but not limited to, the maintenance and regulation of all right of way, structures, snow and ice removal, storm water drainage, mowing and other related sign, outdoor advertising structures and driveways according to the terms of this Agreement; and

WHEREAS, the PARTIES agree, that upon completion of the Project, the Transferred Road to State shall be transferred to INDOT, and INDOT is willing to accept the Transferred Road to State and assume full responsibility for all future maintenance, liability and regulation, including, but not limited to, the maintenance and regulation of all right-of-way, structures, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures and driveways associated therewith in perpetuity according to the terms of this Agreement; and

WHEREAS, I.C. 8-23-4-10, I.C. 8-23-4-11 and I.C. 8-23-4-12 authorize INDOT and the CITY to enter into this Agreement for the transfer of roads between systems;

WHEREAS, the Project will improve safety and mobility, and will accommodate future economic growth in the region and the Parties agree it is in the mutual interest for the convenience of the safety of the traveling public for the Parties to cooperate regarding construction of the Project;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

I. PROJECT RESPONSIBLIIES

1.1. Project Description. The Project shall include preliminary engineering, right-of-way acquisition, utility coordination, construction, and inspection of the Project, as shown in the attached **Exhibit A** and incorporated herein by reference.

1.2. Project Delivery. In the interest of ensuring that the design and construction of the Project meets the need of the traveling public on both the state and local highway systems, the Parties have agreed the CITY will be the lead agency for all phases of the Project and the design and preliminary engineering processes for the Intersection are subject to INDOT's approval.

1.3. <u>CITY's Responsibilities.</u>

1.3.1. <u>Financial Responsibilities</u>. The CITY shall be solely responsible for all costs of preliminary engineering, construction and inspection of the Project, excluding INDOT's contribution for the Intersection improvement.

1.3.2. <u>Project Responsibilities</u>.

1.3.2.1. The CITY shall complete all preliminary engineering processes necessary to prepare the Project for letting and bidding. The CITY shall prepare all contract documents required to let a contract, including all necessary plans, drawings and specifications. All such documents will be prepared in accordance with and referencing the INDOT Standard Specifications and the Indiana Design Manual as appropriate for the Intersection improvement.

1.3.2.2. The CITY shall follow the design submittal process in the INDOT Design Manual. The CITY shall provide all needed plans, tracings and other preliminary engineering needed for the Intersection. INDOT shall be provided the opportunity to review and approve all design plans within twenty (20) business days of submittal of the plans for the Intersection to INDOT, and the CITY shall promptly ensure that any changes required by INDOT are incorporated into the final plans for the Intersection. The CITY understands that INDOT shall be the sole and final decision maker on any matters related to and/or that may impact the quality and function of the SR 32 Intersection. All plans and other design work for the Intersection shall be completed in accordance with all requirements of the most recent edition of INDOT's Standard Specifications.

1.3.2.3. The CITY will manage, administer, and inspect the Project in accordance with applicable laws and INDOT policies, procedures and specifications.

1.3.2.4. INDOT shall review and approve all change orders related to the Intersection submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.

1.4. <u>INDOT's Responsibilities</u>.

1.4.1. **<u>Financial Responsibilities</u>.** INDOT shall be responsible for the costs of the Intersection improvement in an amount not to exceed **<u>$1,500,000.00</u>**.

1.4.2. **<u>Project Responsibilities</u>.**

1.4.2.1. INDOT shall have the right and opportunity to review and approve all design plans within twenty (20) business days of submittal of the plans for the Intersection to INDOT.

1.4.2.2. INDOT shall review and approve all change orders related to the Intersection, and such approval shall not be unreasonably withheld.

1.4.2.3. INDOT shall have the right to inspect any construction under this Agreement to determine whether the construction is in conformance with the plans and specifications for the Intersection.

1.5. **<u>Payment of Project Costs</u>.**

1.5.1. **<u>Funding Contribution from the CITY</u>**.

1.5.1.1. **<u>Preliminary Engineering</u>**. The CITY shall be solely responsible for the costs of the preliminary engineering of the Project, including design, survey, environmental, utility coordination and relocations and land acquisition. The CITY shall contract and hire a consultant and shall directly pay for these costs.

1.5.1.2. **<u>Construction and Inspection</u>**. The CITY shall be solely responsible for construction and inspection costs for the Project. The CITY shall invoice INDOT for the construction costs of the Intersection, and INDOT shall remit payment within thirty-five (35) days of receipt of the invoices in accordance with state and fiscal policies and procedures.

1.5.2. **<u>Funding Contribution from INDOT</u>.** INDOT shall be solely responsible for the costs of the Intersection improvement in an amount not to exceed **<u>$1,500,000.00</u>**.

1.6. **<u>Duration and Renewal of Agreement</u>**. The term of this Agreement shall be from the date upon which this Agreement is approved by the Office of the Indiana Attorney General through July 1, 2029.

1.7. <u>Project Coordination.</u> INDOT and the CITY agree to coordinate all plans and schedules pertaining to the Intersection.

1.7. <u>Public Statements or Disclosures</u>. The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release or other public statements or disclosures related to the Project or this Agreement. However, this Section does not prohibit either of the Parties from making a public statement or disclosure regarding this Agreement or the Project if, in the opinion of a Party's legal counsel, such a disclosure is required by law, including but not limited to Indiana's Access to Public Records Act (IC 5-14-3), legal process or directive of a regulatory authority having jurisdiction over either Party.

II. TRANSFER OF SR 32

2.1. <u>Purpose</u>. The purpose of this Agreement is to (a) transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Road to City from INDOT to the CITY on a temporary basis, to the fullest extent permitted by applicable law, and (b) to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Road to State from the CITY to INDOT to the fullest extent permitted by applicable law. To comply with Indiana law regarding the sale of real estate, the PARTIES agree that INDOT is not transferring title to any real estate by way of this Agreement and that INDOT shall retain legal title of the Transferred Road to City, including, without limitation, any real property underneath existing pavement and the accompanying right of way, as described in the land records of Hamilton County, Indiana. For the purposes of this Agreement and to avoid misunderstanding, the terms "Transferred Road to City" and "Transferred Road to State" are defined in Sections 2.2 and 2.3 of this Agreement respectively.

2.2. <u>Transferred Road to City Defined</u>. Subject to the other terms and conditions of this Agreement, INDOT agrees as follows:

A. INDOT shall transfer to the CITY on a temporary basis, the road described in **<u>Exhibit B</u>**, attached hereto and made part hereof.

B. The total mileage of the Transferred Road to City under this Agreement is approximately 0.3 centerline miles.

2.3. <u>Transferred Road to State Defined</u>. Subject to the other terms and conditions of this Agreement, the CITY agrees as follows:

A. CITY shall transfer to INDOT the road described in **<u>Exhibit B</u>**, attached hereto and made part hereof.

B. The total mileage of the Transferred Road to State under this Agreement is approximately 0.3 centerline miles.

2.4. <u>Date of Transfer to City.</u> The "**Date of Transfer to City**" is defined as the date upon which INDOT will transfer the Transferred Road to City to the CITY according to the terms of this Agreement. INDOT will notify the CITY by certified letter(s) of the exact date and time of the transfer (the "**Estimated Date of Transfer to City**"). INDOT, in consultation with the CITY, shall have the right to designate a different Date of Transfer to City. In the event that no such letter is sent to the CITY, the Date of Transfer to City shall be deemed to be November 1, 2023. INDOT shall have absolutely no liability to the CITY if the Date of Transfer to City is before or after the Estimated Date of Transfer to City, even if the Date of Transfer is not in close proximity to the Estimated Date of Transfer to City.

2.5. <u>Date of Transfer to State.</u> The "**Date of Transfer to State**" is defined as the date upon which the CITY will transfer the Transferred Roads to State to INDOT according to the terms of this Agreement. INDOT will notify the CITY by certified letter(s) of the exact date and time of the transfer, which is estimated to be June 30, 2025 (the "**Estimated Date of Transfer to State**"), which is when all construction is estimated to be complete. INDOT, at INDOT's option, shall have the right to designate a different Date of Transfer to State. INDOT shall have absolutely no liability to the CITY if the Date of Transfer to State is before or after the Estimated Date of Transfer to State, even if the Date of Transfer to State is not in close proximity to the Estimated Date of Transfer to State.

2.6. <u>Acceptance</u>. The CITY agrees to accept transfer of the Transferred Road to City, according to the terms of this Agreement on the Date of Transfer to City. INDOT agrees to accept transfer of the Transferred Road to State, according to the terms of this Agreement on the Date of Transfer to State.

2.7. <u>Transferred Roads Condition</u>. INDOT warrants and represents that it has had sufficient opportunity to inspect the Transferred Road to State, and agrees to accept the Transferred Road to State in "AS IS" condition on the Date of Transfer to State in accordance with the terms of this Agreement. The CITY warrants and represents that it has had sufficient opportunity to inspect the Transferred Road to City, and agrees to accept the Transferred Road to City in "AS IS" condition on the Date of Transfer to City in accordance with the terms of this Agreement.

2.8. <u>Improvements to be Made to Certain Road</u>. The CITY agrees that it shall make certain improvements and repairs to the Transferred Road to City in accordance with the terms of this Agreement.

2.9. <u>Limited Access Right of Wa</u>y. To avoid confusion, the PARTIES agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over (if any) limited access right-of-way. However, INDOT agrees in good faith to work with both the CITY and the Federal Highway Administration with respect to any requests to break the limited access right-of-way line.

2.10. <u>No Cost or Expense to INDOT</u>. The CITY agrees that except as otherwise expressly provided herein, INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Road to City from and after the Date of Transfer to City.

2.11. Permits Issued for the Transferred Roads. For the sake of clarity and to avoid misunderstanding, the CITY agrees to indemnify, defend and hold harmless INDOT for all claims or liability arising in relation to any permits issued by the CITY to perform work on the Transferred Road to City. Further, the CITY shall be responsible for conducting all future inspection of any active permits issued by INDOT prior to the Date of Transfer to City. The CITY shall also be solely responsible for the issuance of any and all permits, including permits for outdoor advertising signs or structures, and the CITY understands and agrees that it shall comply with all applicable laws in the issuance and regulation of such permits (including but not limited to the Highway Beautification Act of 1965, 23 U.S.C. §131 et seq., and regulations promulgated thereunder).

2.12. Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. 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 Agreement.

ARTICLE III. GENERAL PROVISIONS

3.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

3.2. Assignment; Successors. The CITY binds its successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the CITY shall not assign or subcontract the whole or any part of this Agreement without INDOT's prior written consent.

3.3. Assignment of Antitrust Claims. As part of the consideration for this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

3.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

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

3.6. Changes in Work. [OMITTED – NOT APPLICABLE.]

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, 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 agreements, 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.

B. 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 such 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.

C. The CITY also agrees by signing this Agreement 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.

3.8. Compliance with Laws.

A. The CITY 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 thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY 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 CITY 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 CITY shall ensure compliance with the**

disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement. If the CITY is not familiar with these ethical requirements, the CITY 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 CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. **[OMITTED – NOT APPLICABLE.]**

D. **[OMITTED – NOT APPLICABLE.]**

E. **[OMITTED – NOT APPLICABLE.]**

F. The CITY warrants that the CITY 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 Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. **[OMITTED – NOT APPLICABLE.]**

H. As required by IC §5-22-3-7:

1. The CITY and any principals of the CITY certify that:

   (A) the CITY, 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; <u>and</u>

   (B) the CITY 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 CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, 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 Agreement, even if IC §24-4.7 is preempted by federal law.

3.9. Condition of Payment. [OMITTED – NOT APPLICABLE.]

3.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE.]

3.11. Continuity of Services. [OMITTED – NOT APPLICABLE.]

3.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement 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 Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement 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 CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY 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 Agreement.

3.13. Default by State. [OMITTED – NOT APPLICABLE.]

3.14. Disputes. [OMITTED – NOT APPLICABLE.]

3.15. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY, 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 Agreement 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 Agreement is in excess of $25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

A. 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 CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY'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;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C. (2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision C.(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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A. through E. above.

3.16. <u>Employment Eligibility Verification</u>. As required by IC §22-5-1.7, the CITY swears or affirms under the penalties of perjury that the CITY does not knowingly employ an unauthorized alien. The CITY further agrees that:

A. the CITY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and does not employ any employees.

B. The CITY shall not knowingly employ or contract with an unauthorized alien. The CITY shall not retain an employee or contract with a person that the CITY subsequently learns is an unauthorized alien.

C. The CITY shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CITY 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 CITY 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 CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

3.17. Employment Option. [OMITTED – NOT APPLICABLE.]

3.18. Force Majeure. In the event that any party is unable to perform any of its obligations under this Agreement 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 as 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 Agreement 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 Agreement.

3.19. Funding Cancellation Clause. As required by Financial Management Circular 3.3 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 Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

3.20. Governing Laws. This Agreement 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.

3.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

3.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other causalities of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall not provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

3.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the PARTIES. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

3.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

3.25. Insurance. [OMITTED – NOT APPLICABLE.]

3.26. Key Person(s). [OMITTED – NOT APPLICABLE.]

3.27. Licensing Standards. [OMITTED – NOT APPLICABLE.]

3.28. Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by the necessary parties.

3.29. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

3.30. Non-Discrimination.

A. 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, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement 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 CITY 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 paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY 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 CITY agrees that if the CITY employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY complies 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 Agreement.

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, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "the CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY 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 Agreement.

2. Nondiscrimination: The CITY, 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 CITY 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.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY 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 CITY of the CITY's obligations under this Agreement, 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.

4. Information and Reports: The CITY 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 the CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY 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.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, 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 CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

3.31. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

Nathan Sturdevant
Special Projects Engineer – Greenfield District
Indiana Department of Transportation
32 South Broadway
Greenfield, IN 46140
(317) 467-3445

With Copy To:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For the CITY:

Jeremy Lollar
Director of Public Works
City of Westfield
2728 East 171st Street
Westfield, IN 46074

317-804-3195

With Copy To: Manny Herceg
Taft, Stettinius & Hollister LLP
2500 One Indiana Square
Indianapolis, IN 46204

3.32. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

3.33. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

3.34. Payments. [OMITTED – NOT APPLICABLE.]

3.35. 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, IC §5-17-5, IC §34-54-8, and IC §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.

3.36. Progress Reports. [OMITTED – NOT APPLICABLE.]

3.37. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

3.38. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

3.39. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

3.40. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

3.41. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

3.42. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its contractors as a result of this Agreement.

3.43. Termination for Convenience. This Agreement 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 CITY 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.

3.44. Termination for Default. [OMITTED – NOT APPLICABLE.]

3.45. Travel. [OMITTED – NOT APPLICABLE.]

3.46. Indiana Veteran's Business Enterprise Compliance. [OMITTED – NOT APPLICABLE.]

3.47. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

3.48. Work Standards. [OMITTED – NOT APPLICABLE.]

3.49. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021* OAG/ IDOA *Professional Services Agreement Manual* or the *2021 SCM Template*) in any way except as follows: Nondiscrimination.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **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 Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF WESTFIELD, INDIANA

____
By: Mike Johns, President

____
By: Joe Edwards, Vice President

____
By: Cindy Soljaric

____
By: Scott Willis

____
By: Scott Frei

____
By: Jake Gilbert

____
By: Troy Patton

Date:_______________________________

ATTEST:

____
By:

Date: _______________________________

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

____
Clark W. Packer
District Deputy Commissioner

Date: _________________________

Executed By:

_______________________________(for)
Joseph McGuinness, Commissioner
Indiana Department of Transportation

Date: _________________________

APPROVALS

STATE OF INDIANA
State Budget Agency

By:___________________________(FOR)
Zachary Q. Jackson, Director

Date: ________________

STATE OF INDIANA
Department of Administration

By:___________________________(FOR)
Rebecca Holwerda, Commissioner

Date: ________________

Approved as to Form and Legality:
Office of the Attorney General

By: _______________________(FOR)
Theodore E. Rokita
Attorney General of Indiana

Date : ________________

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

____
Marjorie A. Millman, Attorney No. 21748-36

EXHIBIT A

ROAD PLANS
MULE BARN ROAD

TRAFFIC DATA		MULE BARN ROAD		SR 32	
A.A.D.T.	(2022)	3070	V.P.D.	8970	V.P.D.
A.A.D.T.	(2042)	6970	V.P.D.	27770	V.P.D.
D.H.V.	(2042)	697	V.P.H.	2777	V.P.H.
DIRECTIONAL DISTRIBUTION		50	%	50	%
TRUCKS		43.9	% D.H.V.	14.1	% D.H.V.
		43.9	% A.A.D.T.	14.1	% A.A.D.T.

DESIGN DATA		
DESIGN SPEED	45 MPH	55 MPH
FUNCTIONAL CLASSIFICATION	MAJOR COLLECTOR	MINOR ARTERIAL
TERRAIN	LEVEL	LEVEL
RURAL/URBAN	RURAL	RURAL
ACCESS CONTROL	NONE	NONE
PROJECT DESIGN CRITERIA	4R	3R

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

NAME ______________________ TITLE

NAME ______________________ TITLE

NAME ______________________ TITLE

NAME ______________________ TITLE

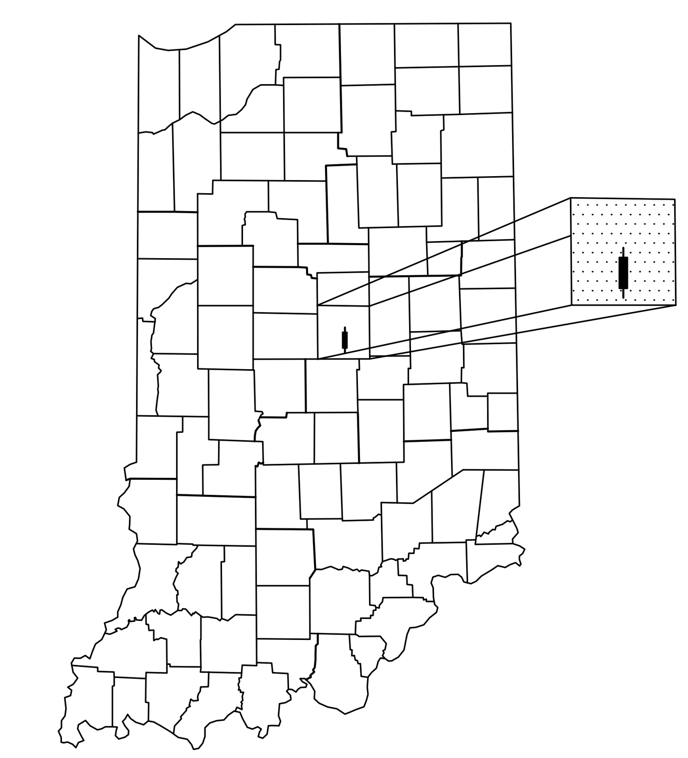
NAME ______________________ TITLE

RECONSTRUCTION OF MULE BARN ROAD FROM SR 32 TO APPROXIMATELY 3,000 FEET NORTH OF SR32.
WIDENING AND OVERLAY OF S.R. 32 FROM 800' WEST AND 500 EAST OF MULE BARN ROAD.
THIS PROJECT IS LOCATED IN SECTION 31, TOWNSHIP 19 NORTH, RANGE 3 EAST, ON THE WESTFIELD, INDIANA QUADRANGLE MAP, WESTFIELD, INDIANA, BOONE COUNTY.

GROSS LENGTH:-
NET LENGTH:-

SCALES:

PLAN { LONG: 1" = 20' / TRANS: 1" = 20' }　PROFILE { HORIZ: 1" = 20' / VERT: 1" = 5' }　MAX. GRADE: 2.00%

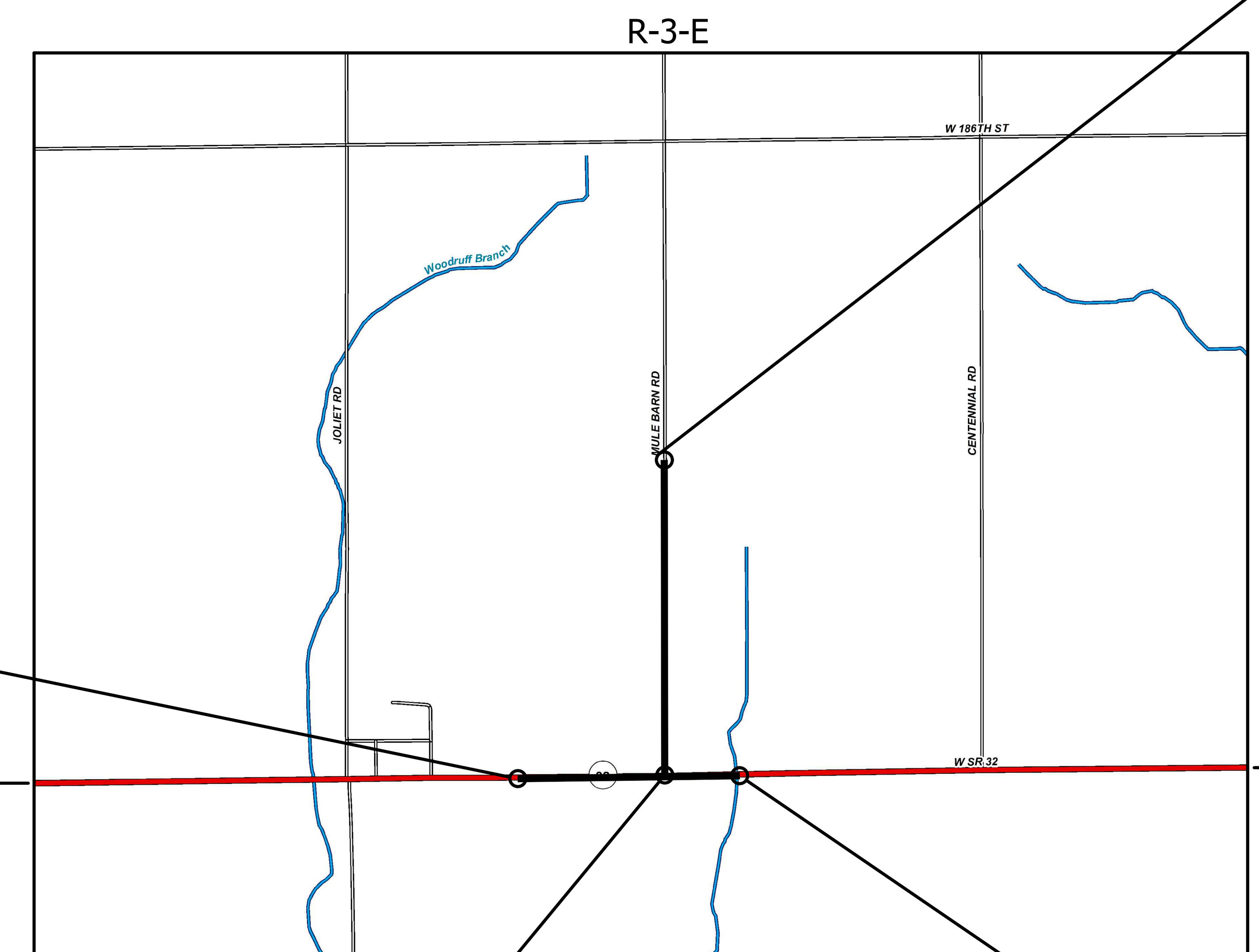


Approx. 40° 02' 46" N. Lat. & 86° 13' 20" W. Long.

R-3-E

END PROJECT
P.O.T. Sta. 39+55.00 "PR-1" =
O.P.O.T. Sta. 39+54.99 "A", 4.50' Rt.

BEGIN CONSTRUCTION
P.O.T. Sta. 732+05.00 "PR-32" =
O.P.O.T. Sta. 732+05.00 "A-SR32", 1.04' Rt.



T-19-N

T-18-N

SCALE: NONE

BEGIN PROJECT
P.O.T. Sta. 10+28.43 "PR-1" =
O.P.O.T. Sta. 10+28.43 "A", 4.50' Rt.

VICINITY MAP
HAMILTON COUNTY

END CONSTRUCTION
P.O.T. Sta. 745+75.00 "PR-32" =
O.P.O.T. Sta. 744+74.99 "A-SR32", 1.67' Lt.

INDEX

SHEET NO.	DESIGNATION
1	TITLE SHEET
2	TYPICAL CROSS SECTION
3-10	PLAN AND PROFILE
11-13	PAVEMENT MARKINGS
14-43	CROSS SECTIONS

Indiana811
Know what's below.
Call before you dig.

CAUTION
LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by others) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 2022 TO BE USED WITH THESE PLANS.

UTILITIES

COMMUNICATION:
COMCAST
5330 EAST 65TH ST.
INDIANAPOLIS, IN 46220
PH: (317) 769-4777
ATTN: SCOTT EVANS
SEVANS@TELECOMPLACEMENT.COM

COMMUNICATION:
FRONTIER
20905 HAGUE RD.
NOBLESVILLE, IN 46062
PH: (317) 984-9010
ATTN: STEVE COSTLOW
STEVE.COSTLOW@FTR.COM

ELECTRIC:
DUKE ENERGY
800 OLD WHEATLAND RD.
VINCENNES, IN 47591
PH: (812) 887-3751
ATTN: CLAY CARRIE
CLAY.CARRIE@DUKE-ENERGY.COM

GAS:
CITIZENS ENERGY GROUP
2150 DR. MARTIN LUTHER KING JR. ST.
INDIANAPOLIS, IN 46202
PH: (317) 927-4684
ATTN: RICHARD MILLER
RMILLER@CITIZENSENERGYGROUP.COM

PIPELINE:
BUCKEYE PARTNERS
PH: (610) 904-4409
ATTN: DAVID JONES
ENCROACHMENTREVIEWS@BUCKEYE.COM

PIPELINE:
COUNTY MARK REFINING & LOGISTIC
6701 LOWER NEW HARMONY RD.
MOUNT VERNON, IN 47620
PH: (812) 833-2598
ATTN: JAMIE LYNN MARQUES
JAMIE.MARQUES@COUNTYMARK.COM

Headquarters
8450 WESTFIELD BLVD., SUITE 300
INDIANAPOLIS, IN. 46240-8302
TEL 317-713-4615
FAX 317-713-4616
www.BFSEngr.com

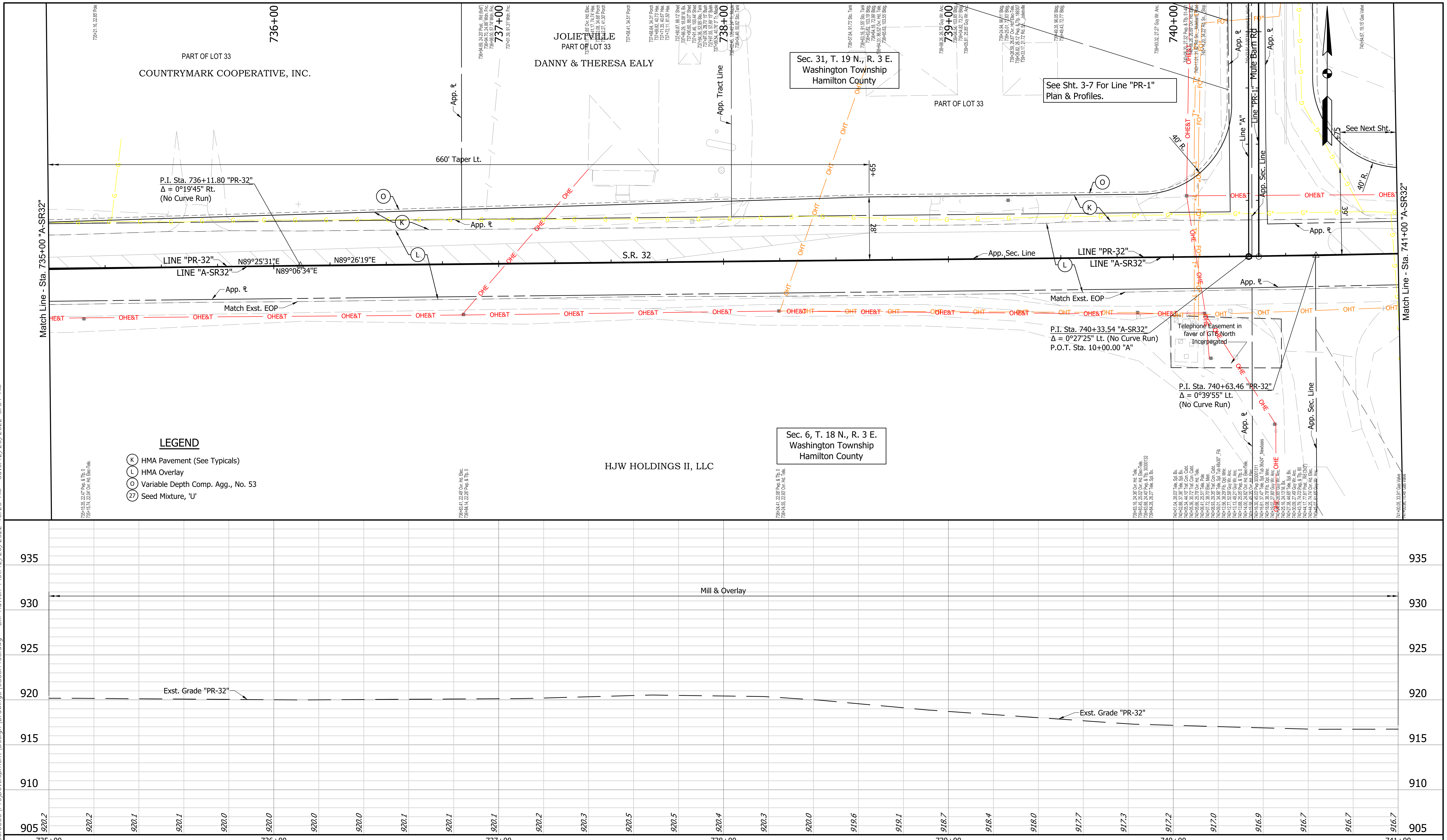
BF&S CIVIL ENGINEERS

Branch Locations
FORT WAYNE 260-459-1532
LOUISVILLE 502-593-1996
LAFAYETTE 765-423-5602
MERRILLVILLE 219-769-2333
PLAINFIELD 317-839-3242

CERTIFIED BY: ______________________ DATE

FILE	
DESIGNATION	
SURVEY BOOK	SHEET
	1 OF
CONTRACT	PROJECT

BFS NO. 6855



RECOMMENDED FOR APPROVAL:	DESIGN ENGINEER	DATE		
DESIGNED: KDW	DRAWN: BEH			
CHECKED: AML	CHECKED: AML			

PLAN & PROFILE
LINE "PR-32"
S.R. 32

WESTFIELD — INDIANA

Headquarters
8450 WESTFIELD BLVD., SUITE 300
INDIANAPOLIS, IN. 46240-8302
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PLAINFIELD 317-839-3242

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
----	9 OF
CONTRACT	PROJECT

BFS NO. 6855

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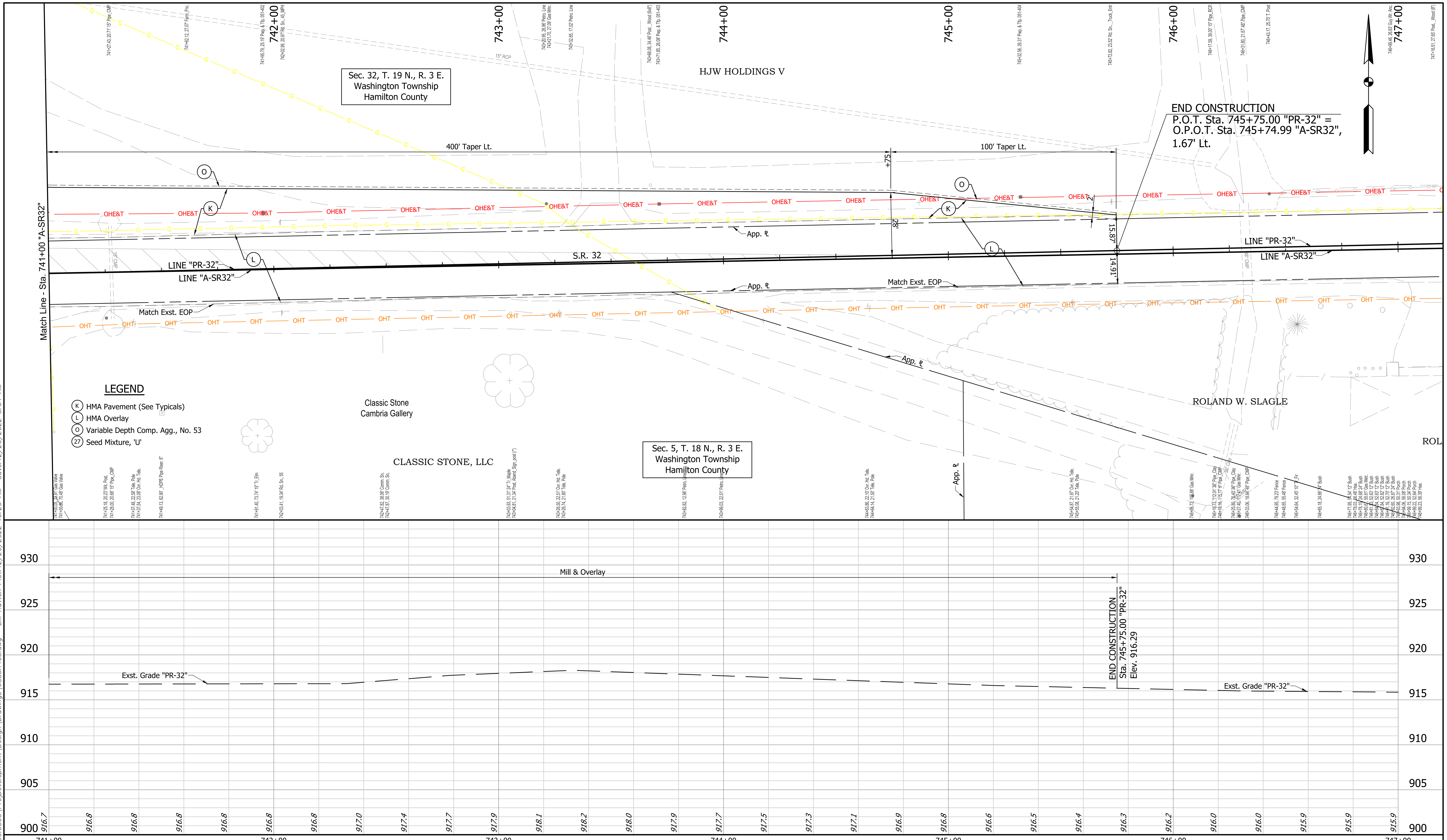

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RECOMMENDED FOR APPROVAL:		DESIGN ENGINEER	DATE
DESIGNED: KDW		DRAWN: BEH	
CHECKED: AML		CHECKED: AML	

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PLAINFIELD 317-839-3242

PLAN & PROFILE
LINE "PR-32"
WESTFIELD S.R. 32 INDIANA

HORIZONTAL SCALE	BRIDGE FILE
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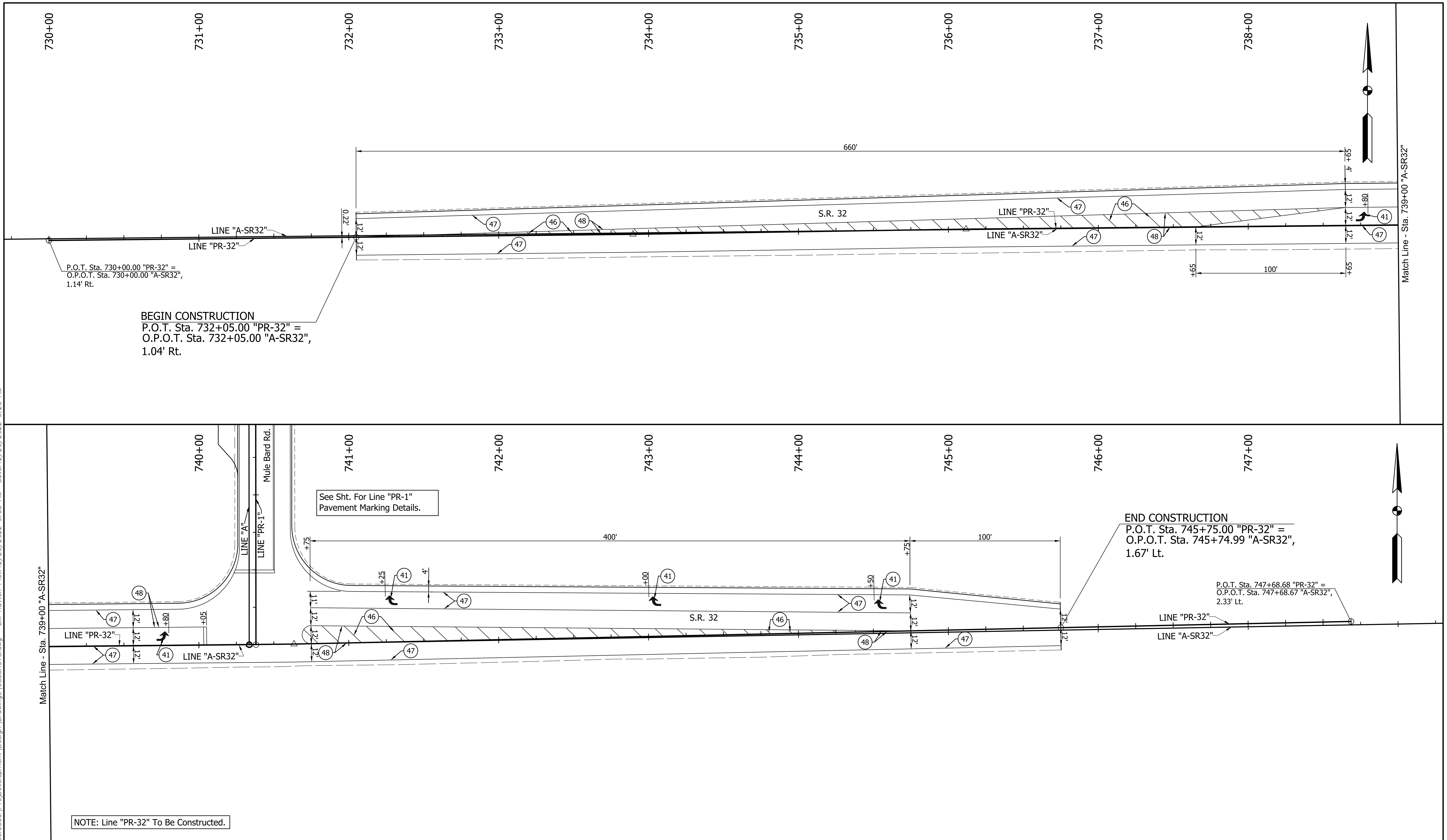
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
----	10 OF
CONTRACT	PROJECT

BFS NO. 6855



LEGEND

- (41) Pavement Message Marking, Thermoplastic, Lane Indication Arrow
- (43) Transverse Markings, Thermoplastic, Stop Line, White, 24"
- (46) Transverse Markings, Thermoplastic, Crosshatch, Yellow, 12" (45° @ 10' Spa.)
- (47) Line, Thermoplastic, Solid, White, 4"
- (48) Line, Thermoplastic, Solid, Yellow, 4"

RECOMMENDED FOR APPROVAL: ______ DESIGN ENGINEER DATE

DESIGNED: KDW DRAWN: BEH
CHECKED: AML CHECKED: AML

PAVEMENT MARKINGS - S.R. 32

WESTFIELD INDIANA

Headquarters
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INDIANAPOLIS, IN. 46240-8302
TEL 317-713-4615
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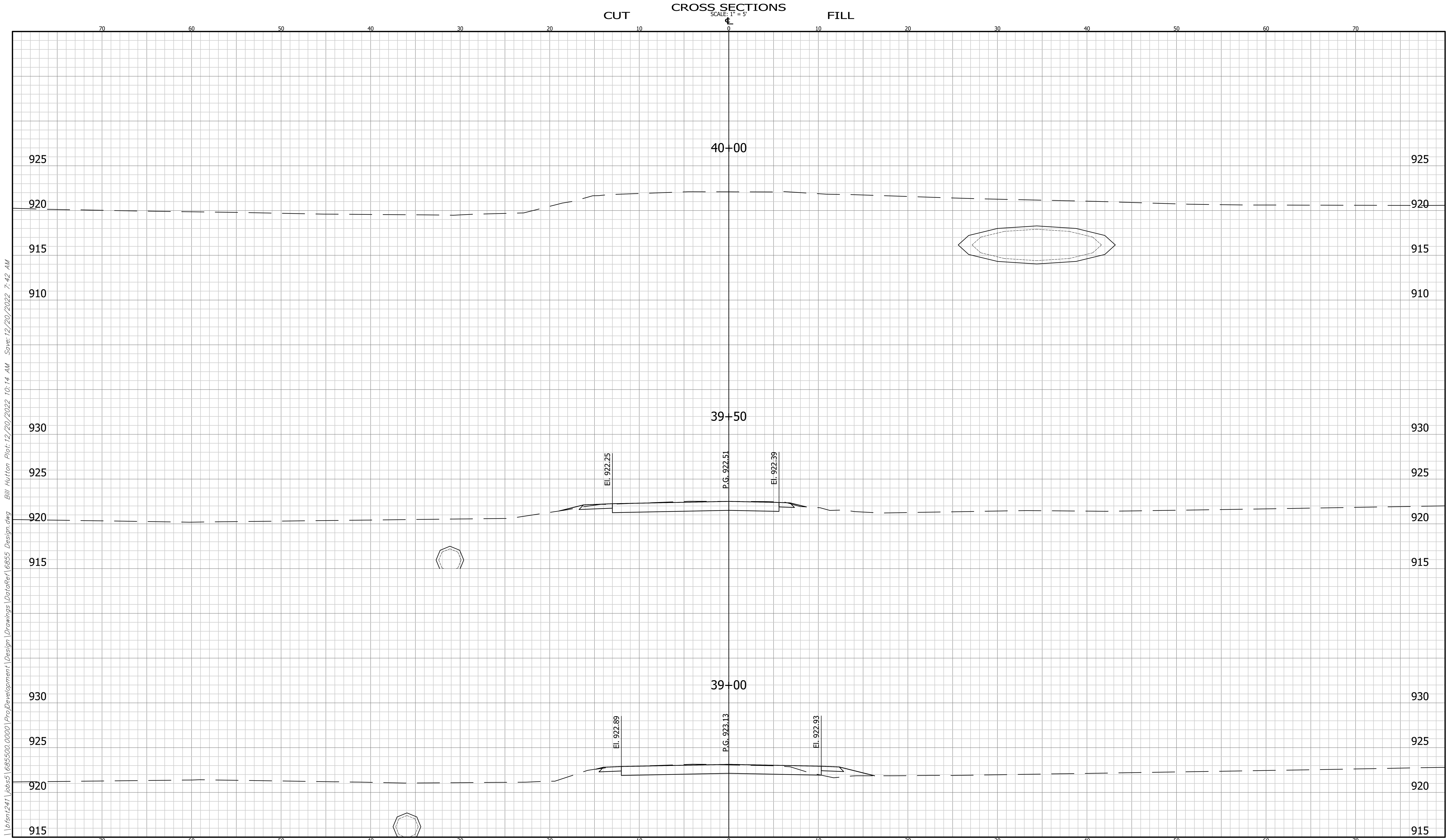
LAFAYETTE 765-423-5602
MERRILLVILLE 219-769-2333
PLAINFIELD 317-839-3242

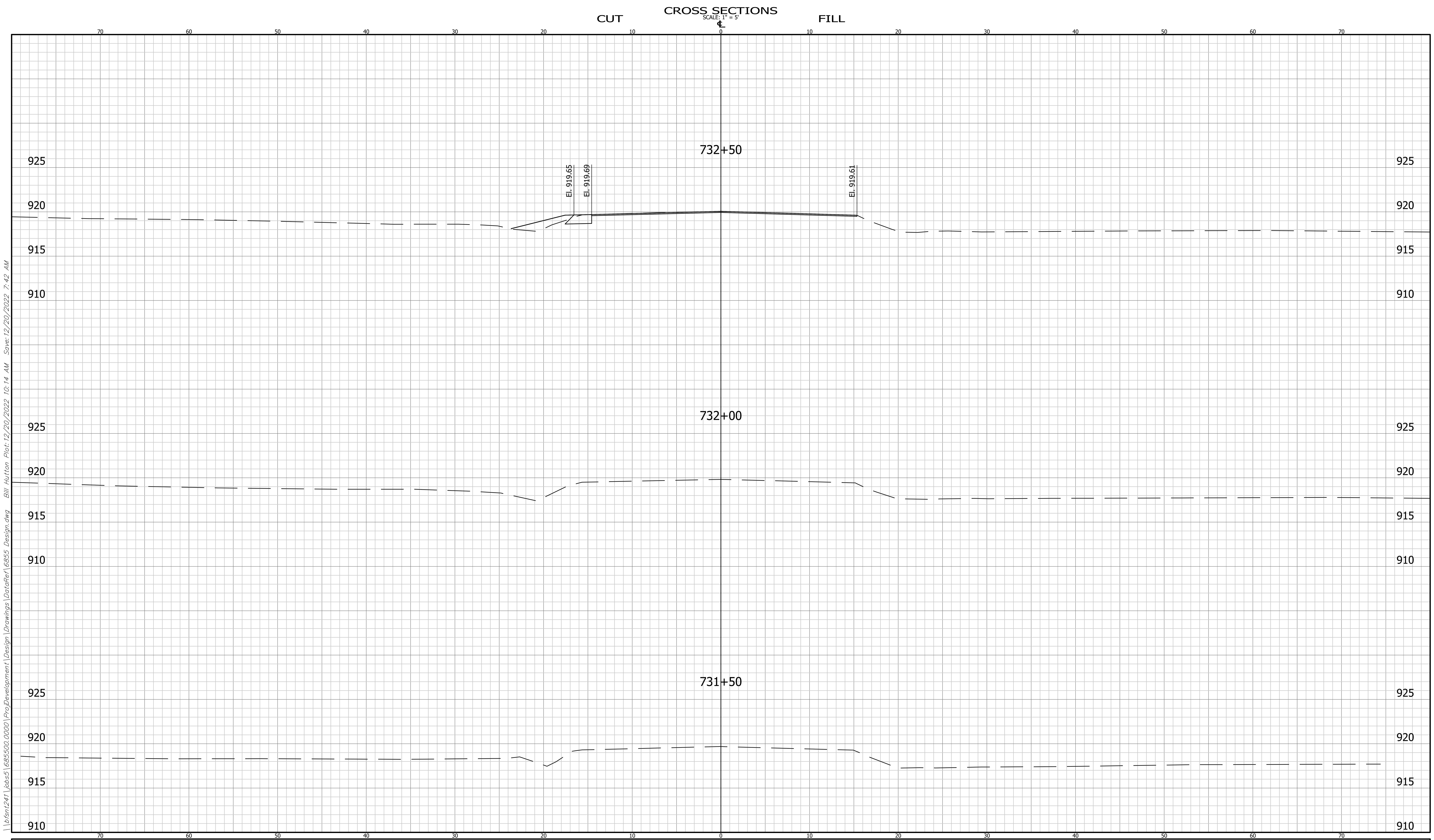
HORIZONTAL SCALE	BRIDGE FILE
1" = 30'	
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEET
----	13 OF
CONTRACT	PROJECT

BFS NO. 6855



CROSS SECTIONS LINE "PR-1"	MULE BARN ROAD WESTFIELD INDIANA	HORIZONTAL SCALE 1" = 5' VERTICAL SCALE 1" = 5'	BRIDGE FILE DESIGNATION
DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com BF&S CIVIL ENGINEERS Branch Locations FORT WAYNE 260-459-1532 LOUISVILLE 502-593-1996 LAFAYETTE 765-423-5602 MERRILLVILLE 219-769-2333 PLAINFIELD 317-839-3242	SURVEY BOOK ---- CONTRACT	SHEET 33 OF PROJECT

BFS NO. 6855



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DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com BF&S CIVIL ENGINEERS Branch Locations FORT WAYNE 260-459-1532 LOUISVILLE 502-593-1996 LAFAYETTE 765-423-5602 MERRILLVILLE 219-769-2333 PLAINFIELD 317-839-3242	SURVEY BOOK ---- — SHEET 34 OF CONTRACT — PROJECT

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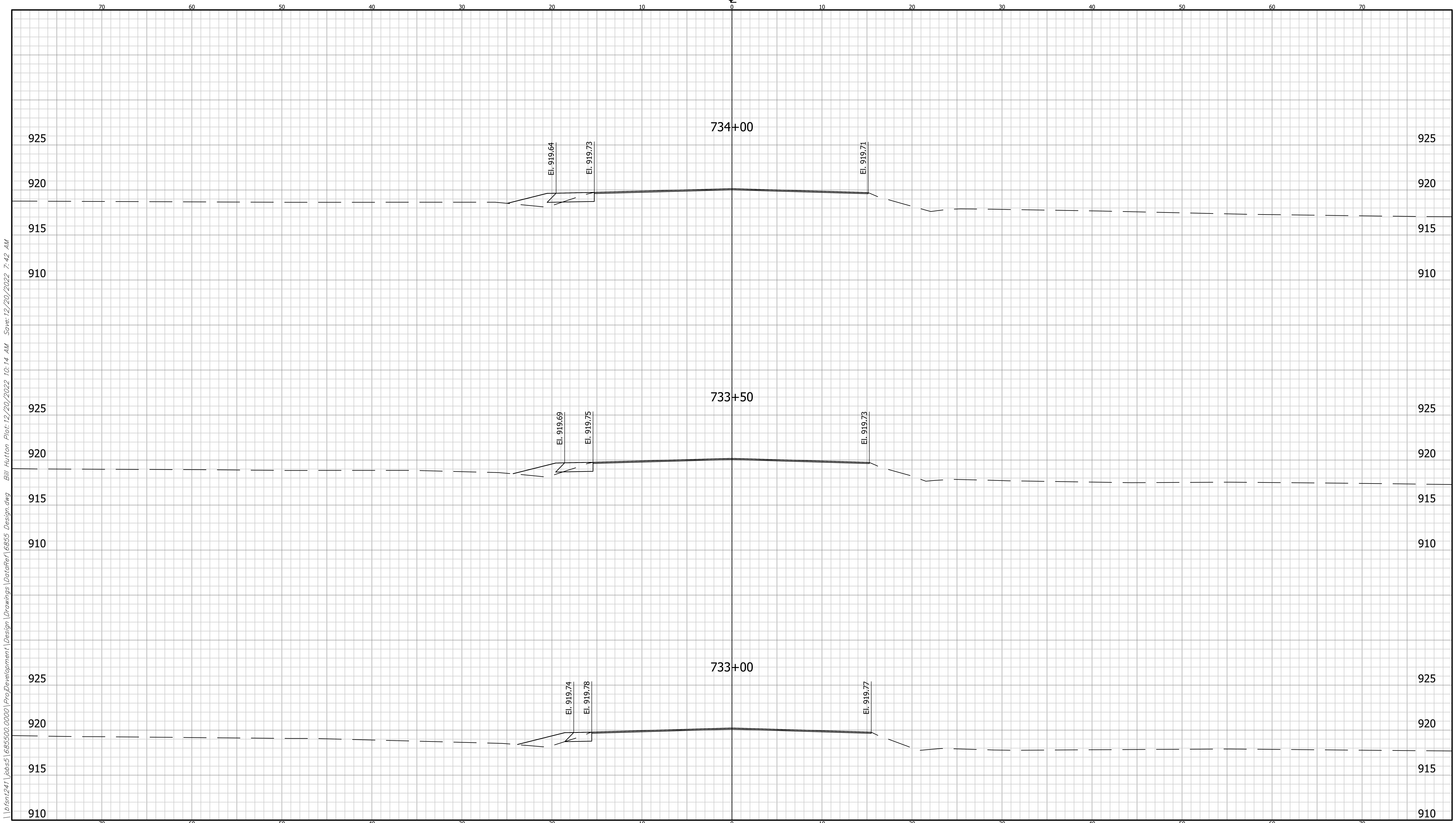
CROSS SECTIONS

SCALE: 1" = 5'

CUT FILL



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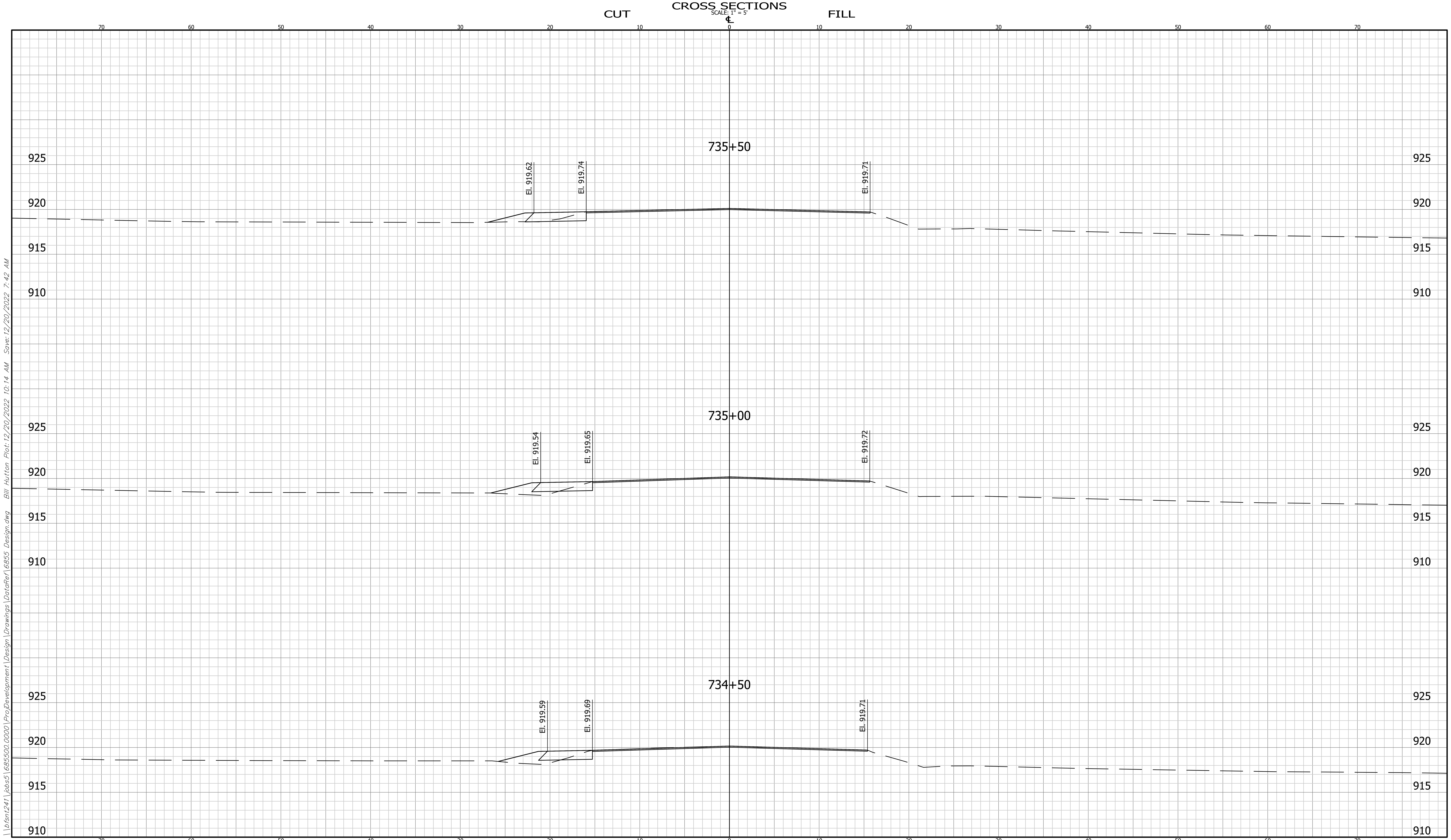
CROSS SECTIONS LINE "A-SR32"	WESTFIELD S.R. 32 INDIANA	HORIZONTAL SCALE 1" = 5' VERTICAL SCALE 1" = 5'	BRIDGE FILE DESIGNATION
DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com BF&S CIVIL ENGINEERS Branch Locations: FORT WAYNE 260-459-1532; LOUISVILLE 502-593-1996; LAFAYETTE 765-423-5602; MERRILLVILLE 219-769-2333; PLAINFIELD 317-839-3242	SURVEY BOOK ---- CONTRACT	SHEET 35 OF PROJECT

6855 BFS NO.

CROSS SECTIONS

SCALE: 1" = 5'



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DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com BF&S CIVIL ENGINEERS Branch Locations FORT WAYNE 260-459-1532 LOUISVILLE 502-593-1996 LAFAYETTE 765-423-5602 MERRILLVILLE 219-769-2333 PLAINFIELD 317-839-3242	SURVEY BOOK ---- CONTRACT	SHEET 36 OF PROJECT

BFS NO. 6855

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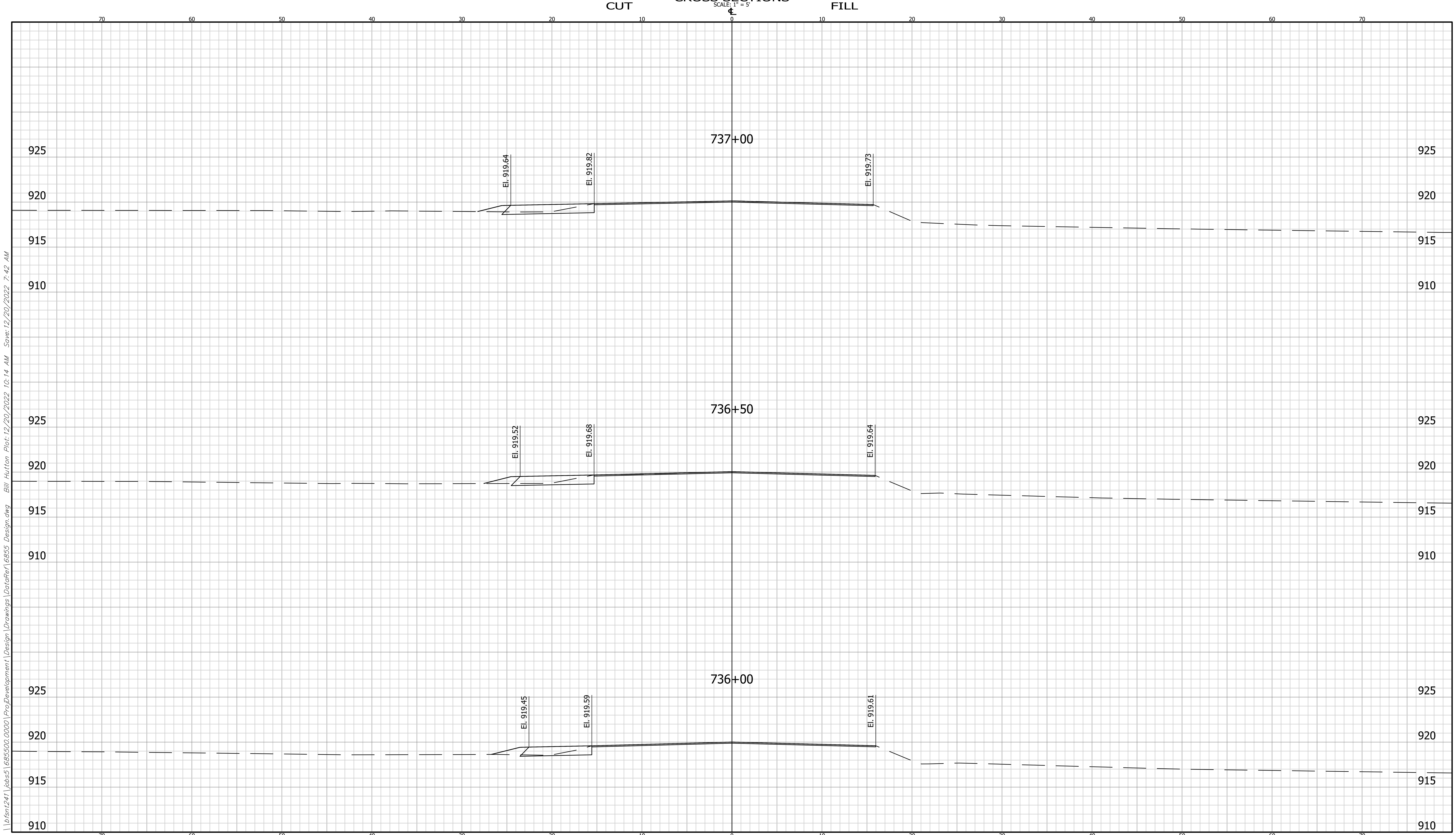

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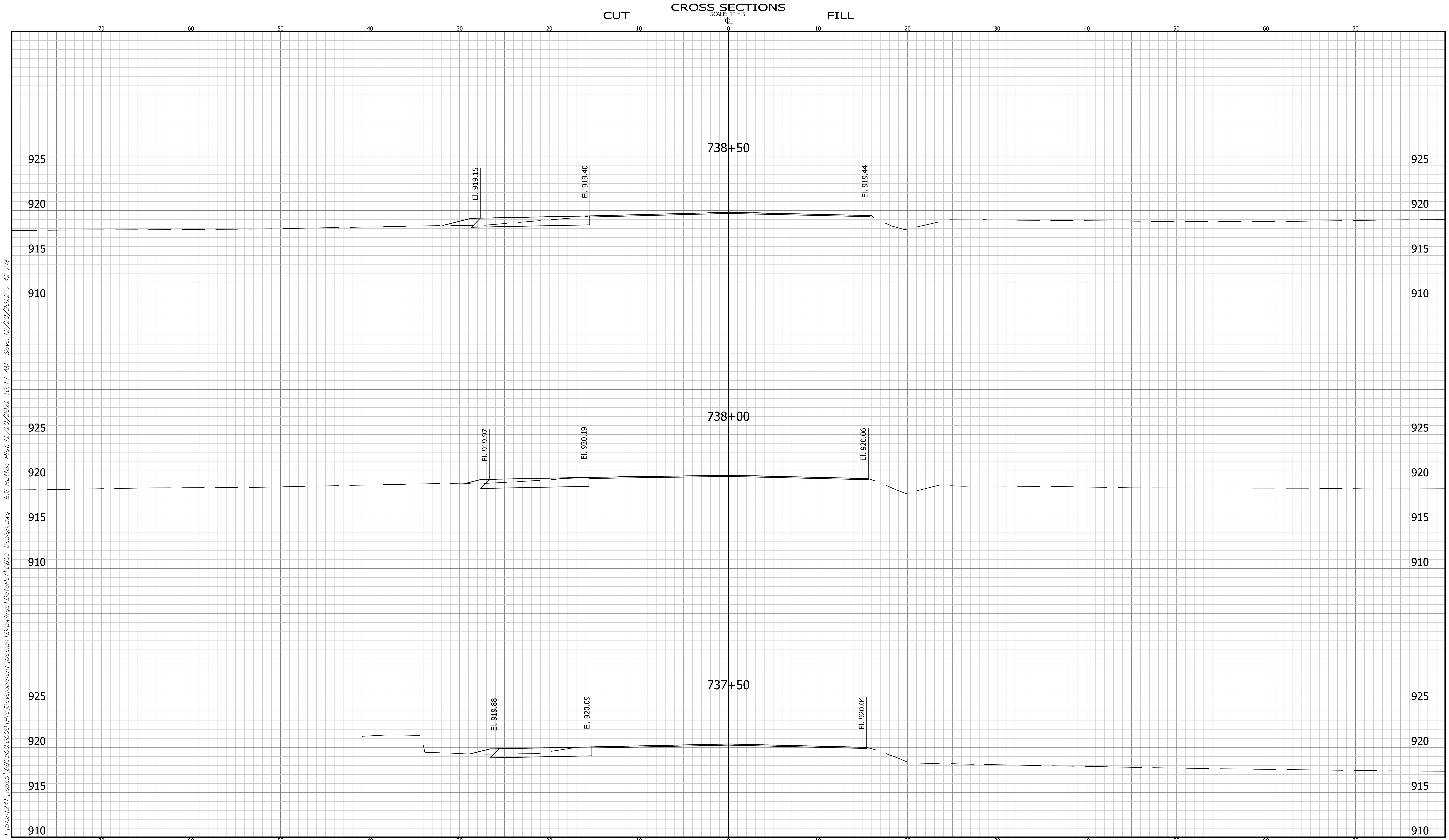
BFS NO. 6855



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LINE "A-SR32"

DESIGNED: KDW DRAWN: BEH
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S.R. 32
WESTFIELD INDIANA

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FAX 317-713-4616
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LAFAYETTE 765-423-5602
MERRILLVILLE 219-769-2333
PLAINFIELD 317-839-3242

HORIZONTAL SCALE	BRIDGE FILE
1" = 5'	
VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEET
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CONTRACT	PROJECT

BFS NO. 6855

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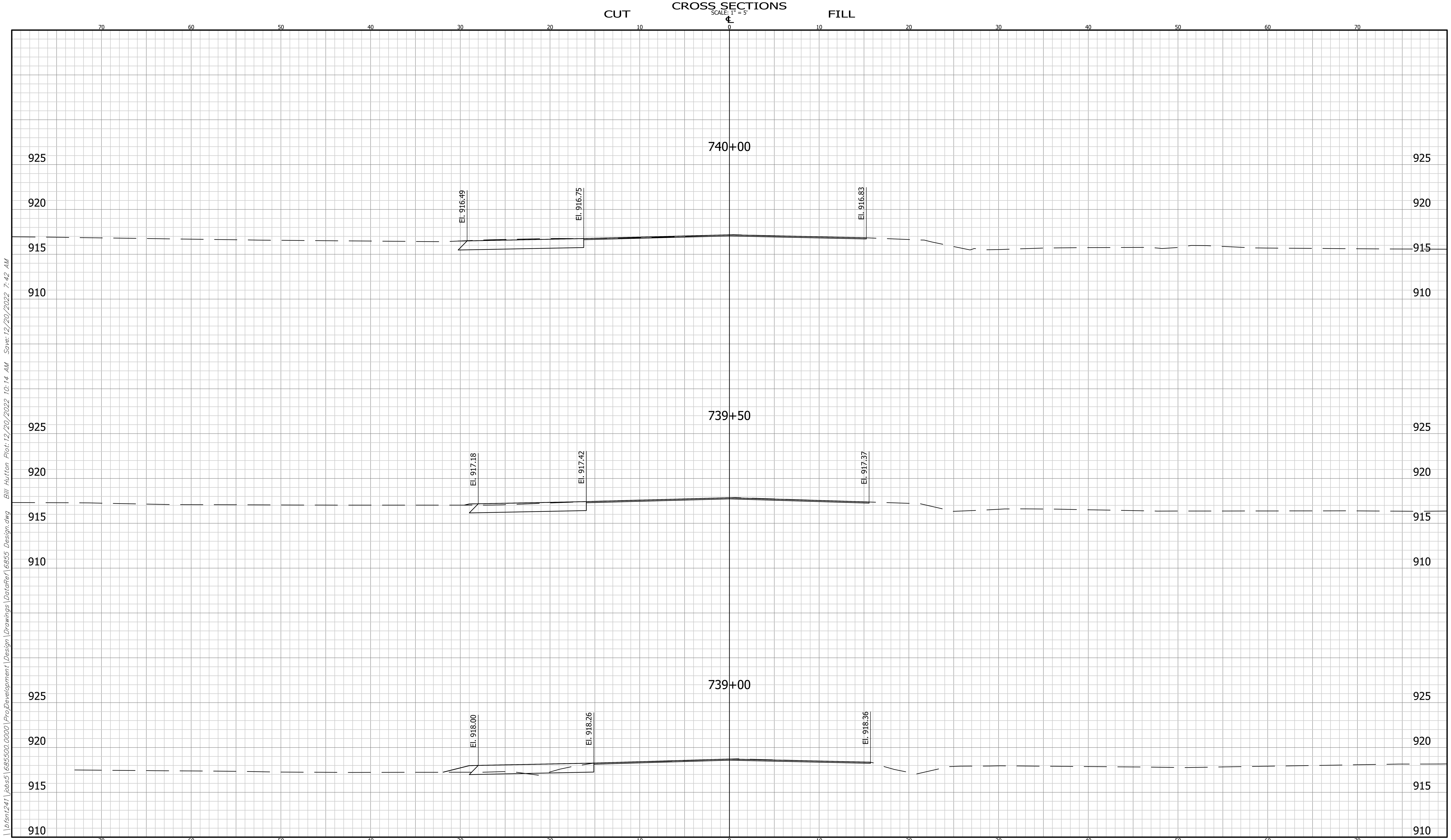

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S.R. 32
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HORIZONTAL SCALE	BRIDGE FILE
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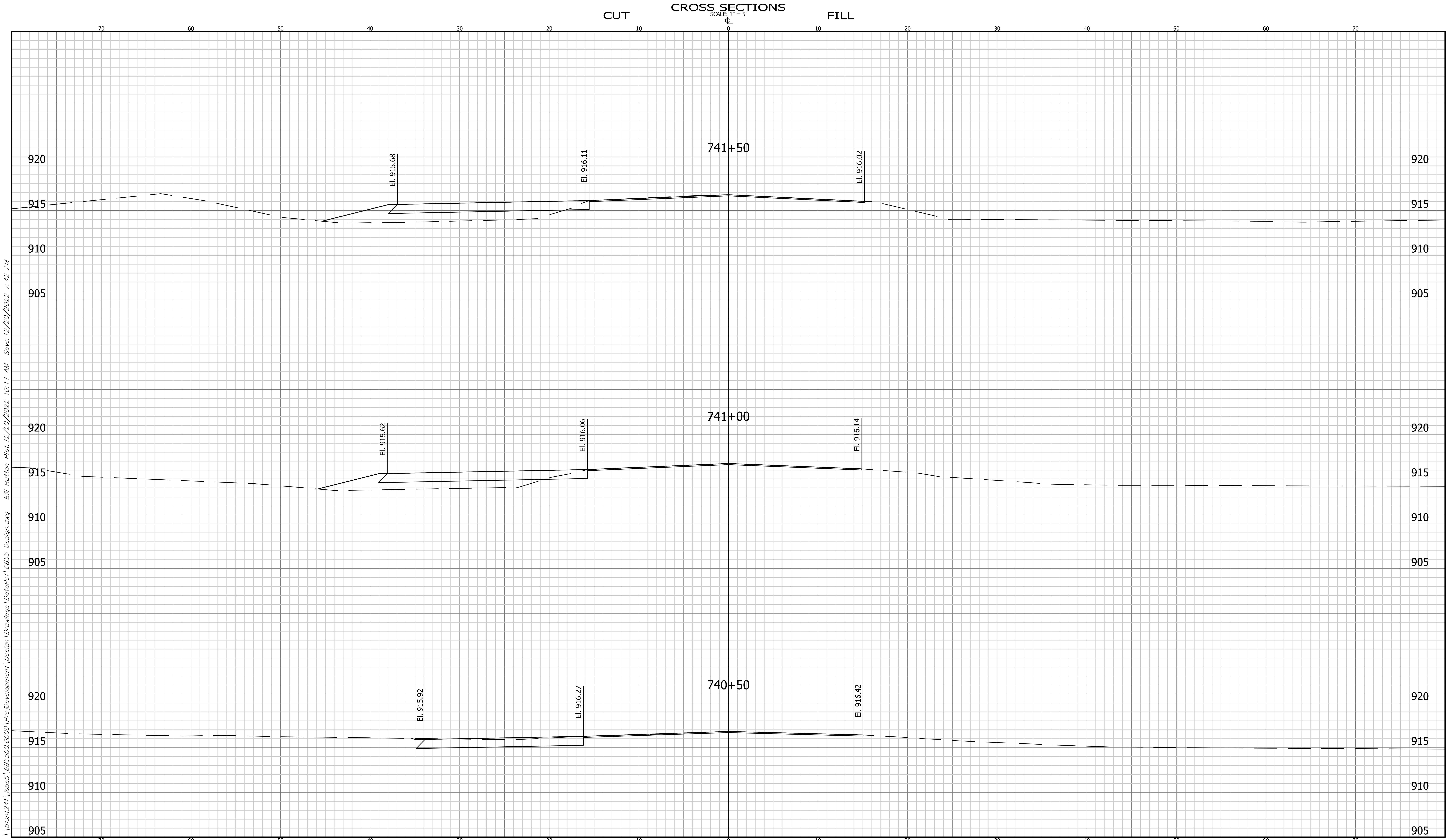
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
----	39 OF
CONTRACT	PROJECT

BFS NO. 6855



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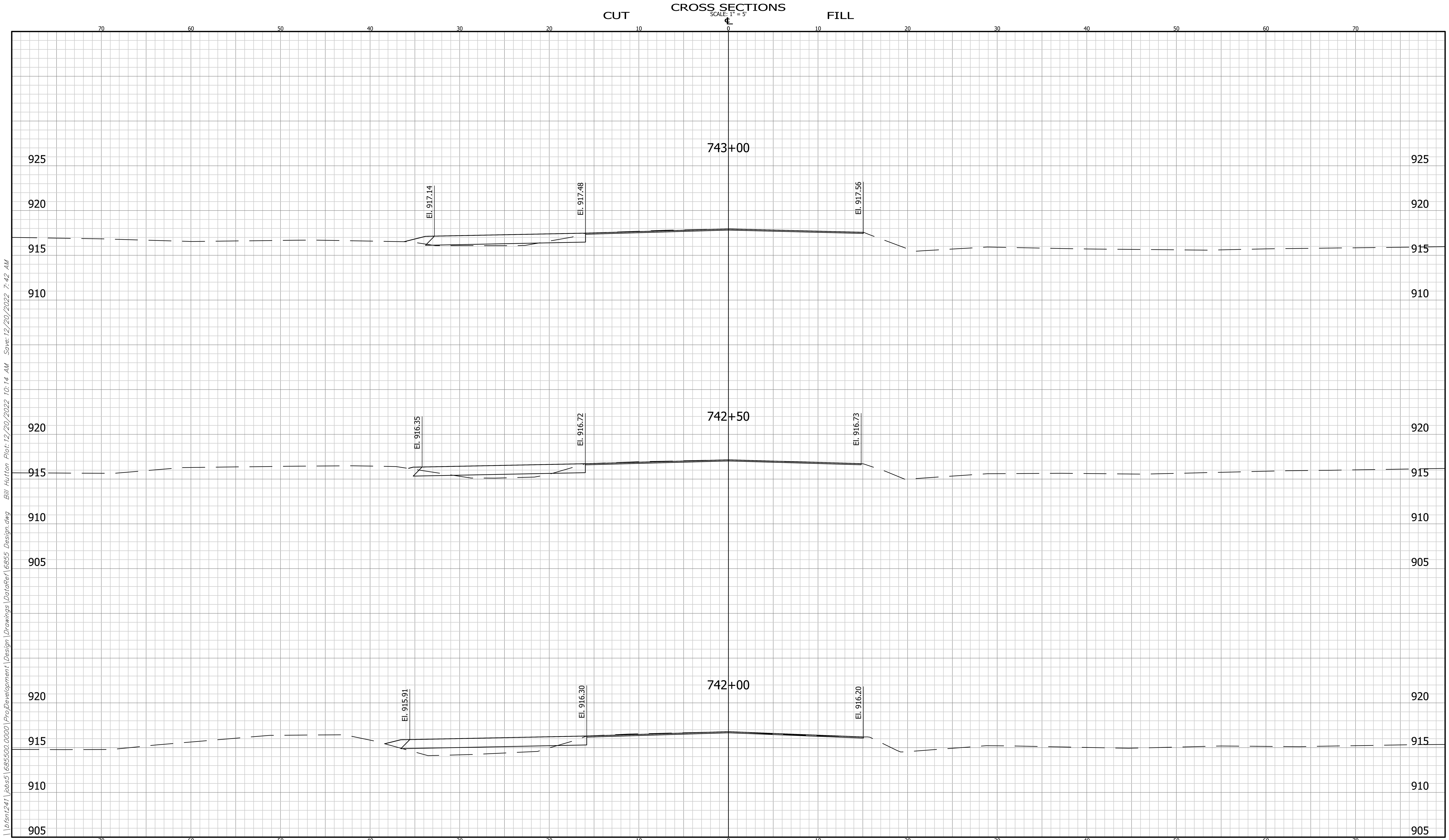
DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com BF&S CIVIL ENGINEERS	Branch Locations FORT WAYNE 260-459-1532 LOUISVILLE 502-593-1996 LAFAYETTE 765-423-5602 MERRILLVILLE 219-769-2333 PLAINFIELD 317-839-3242

HORIZONTAL SCALE	BRIDGE FILE
1" = 5'	
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
----	40 OF
CONTRACT	PROJECT

BFS NO. 6855



CROSS SECTIONS LINE "A-SR32"	S.R. 32 WESTFIELD INDIANA
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HORIZONTAL SCALE	BRIDGE FILE
1" = 5'	
VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEET
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CONTRACT	PROJECT

BFS NO. 6855

CROSS SECTIONS

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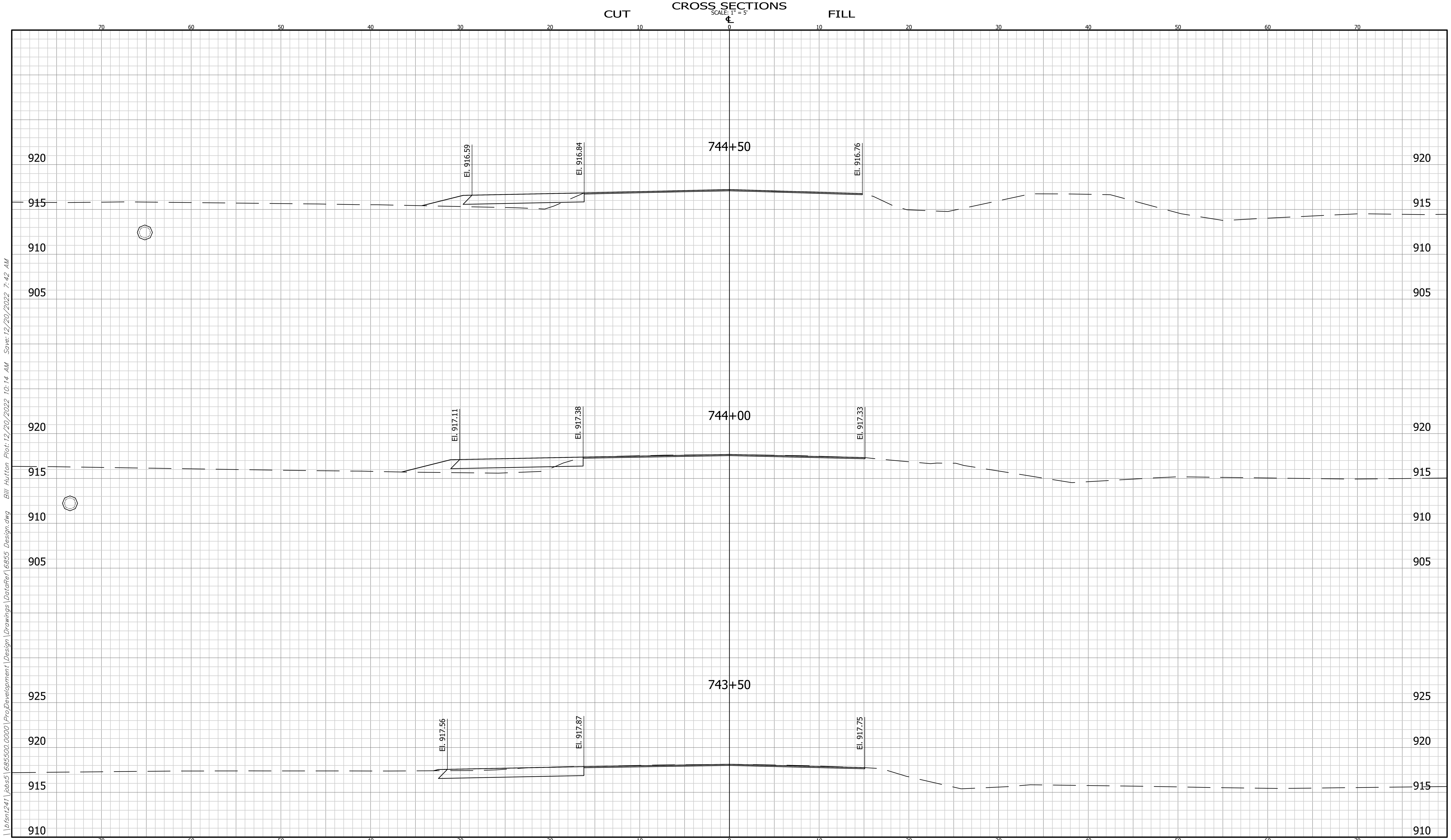

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DESIGNED: KDW DRAWN: BEH CHECKED: AML CHECKED: AML	Headquarters 8450 WESTFIELD BLVD., SUITE 300 INDIANAPOLIS, IN. 46240-8302 TEL 317-713-4615 FAX 317-713-4616 www.BFSEngr.com CIVIL ENGINEERS Branch Locations FORT WAYNE 260-459-1532 LOUISVILLE 502-593-1996 LAFAYETTE 765-423-5602 MERRILLVILLE 219-769-2333 PLAINFIELD 317-839-3242	SURVEY BOOK ---- CONTRACT	SHEET 42 OF PROJECT

BFS NO. 6855

CROSS SECTIONS

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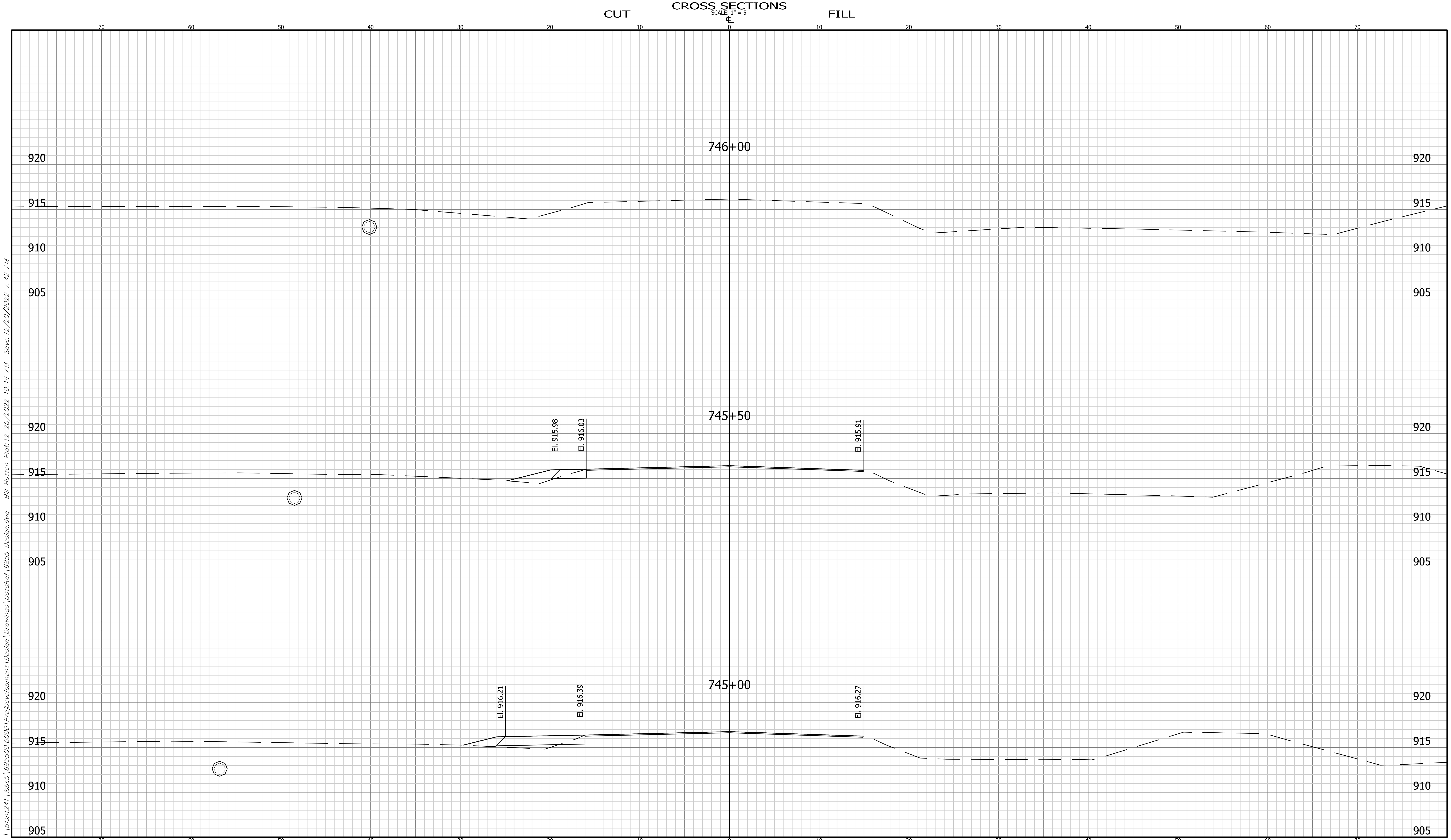

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S.R. 32

WESTFIELD INDIANA

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HORIZONTAL SCALE	BRIDGE FILE
1" = 5'	
VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEET
----	43 OF
CONTRACT	PROJECT

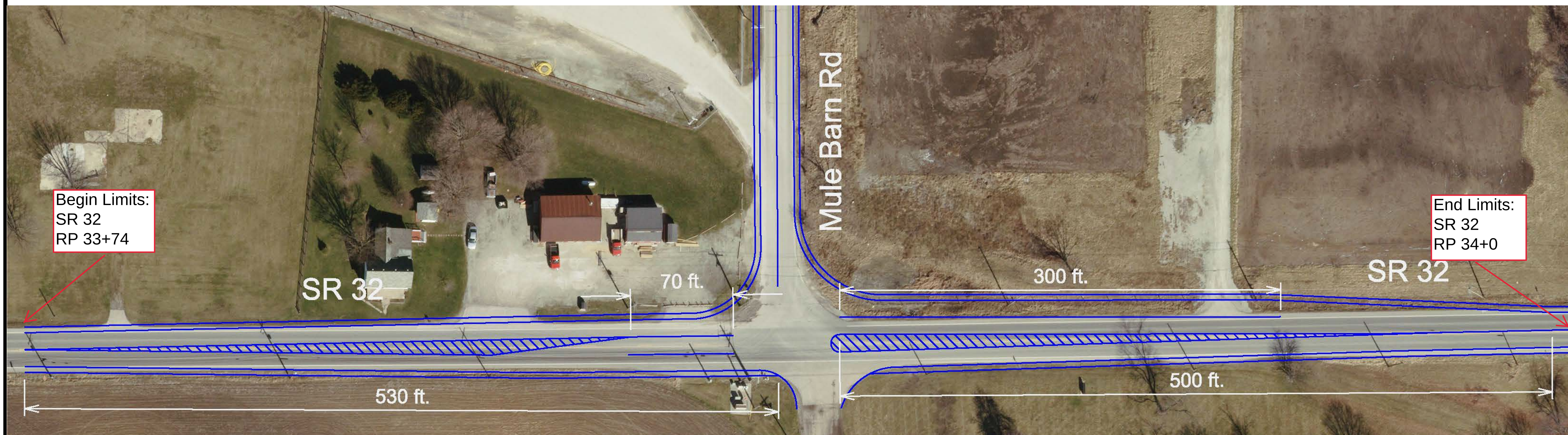
BFS NO. 6855

EXHIBIT B

SR 32 @ Mule Barn Rd.

Added Turn Lanes:
Central Shift

Study Period: 2018 - 2020 Location: 40.041851 / -86.222150
District: Greenfield County: Hamilton City/Town: Westfield
Analyst: Mark Muenz Date: 5/10/21 DES: ____ Letting Year: ____



RESOLUTION 23-102

A RESOLUTION OF THE CITY OF WESTFIELD DECLARING INTEREST IN AND AUTHORIZING OFFER, BIDDER CONTRACT, AND POTENTIAL PURCHASE OF CERTAIN REAL PROPERTY

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

WHEREAS, the City has identified real estate and certain improvements generally located at 2510 E 171st Street, Westfield, IN. 46074 ("Real Estate"), and it has an interest to purchase the Real Estate at a public auction, to be held on January 26, 2023;

WHEREAS, the Real Estate is being auctioned by DSA Auctions ("Auctioneer") under general terms established by a "Real Estate Bidder Contract" that outlines terms of the auction ("Bidder Contract"), attached here as **Exhibit A**;

WHEREAS, the Council has determined that there are sufficient funds to use for the purchase of the Real Estate, which Real Estate will be useful for certain projects the City wishes to undertake for the benefit of its citizens; and

WHEREAS, the Council wishes to authorize the City's Chief of Staff, Jeremy Lollar, or his designee as the purchasing agent under Ind. Code § 36-1-10.5 *et. seq*. to take all appropriate action under Indiana law, and consistent with all applicable rules and regulations, to purchase the Real Estate in an amount not to exceed the average of two qualifying appraisals under Indiana law that have been ordered.

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

Section 1. The foregoing Recitals are fully incorporated here by reference.

Section 2. The Chief of Staff or his designee is authorized as a purchasing agent for purchase of the Real Estate and directed to purchase the Real Estate for the lowest price possible at the January 26, 2023 auction, not to exceed the average of two appraisals. An offer made at the January 26, 2023 auction at an amount greater than the average of two appraisals is considered an unauthorized offer, and therefore invalid.

<u>Section 3</u>. The Chief of Staff shall present this executed Resolution to the Auctioneer at or before the January 26, 2023 auction.

<u>Section 4</u>. This Resolution shall be in full force and effect upon passage.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WESTFIELD CITY COUNCIL

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

ATTEST:

____
Cindy Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 23-_____ was delivered to the Mayor of Westfield

on the _______ day of _______________, 2023, at _______ ____ m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 23-____. I hereby VETO RESOLUTION 23-______.

this ______ day of ______________, 2023. this ______ day of ______________, 2023.

___________________________ ___________________________
J. Andrew Cook, Mayor J. Andrew Cook, Mayor

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

Exhibit A

REAL ESTATE BIDDER CONTRACT

AUCTION DATE: 1-26-2023

REAL ESTATE ADDRESS: 2510 E 171st Street, Westfield, IN 46074 ("Real Estate")"

PARCEL NUMBER: See Bidder Packet for Full Detail

Bidder agrees to the following:

1. In addition to qualified bidders, any third party with a security interest in the Real Estate retains the right to bid at the auction.

2. Seller has the ability to close this transaction on auction day if PAID IN FULL on auction day.

3. This sale is not contingent upon the ability of the Bidder to secure financing, sell another property or any contingencies whatsoever.

4. Bidder expressly warrants the purchase is being made in AS IS CONDITION and solely based upon Bidder's examination of the Real Estate, and without any expressed or implied warranties of the company conducting the auction or any of its agents ore employees (collectively, the "Auction Company") or the seller of the Real Estate (the "Seller"). The Real Estate is sold, and the Bidder agrees to accept the Real Estate in its present condition, **AS IS AND WHERE IS WITH ALL PLUSES AND MINUSES AND SUBJECT TO ALL, ANY AND ALL EASEMENTS, HIGHWAYS, RIGHT-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD AND THERE SHALL BE NO CONTINGENCIES OF ANY KIND**. Seller is not responsible for any removal of any tenants or other occupants of the Real Estate, trash, scrap, furniture, fixtures, chemicals or any other personal property and will become property of the Bidder. Bidder acknowledges the opportunity was afforded for physical, environmental, lead, radon or other inspections prior to execution of the auction and hereby waives any further right to additional inspections. No warranties as to physical condition, environmental condition, habitability, suitability to particular purpose, tenancies, or compliance with any laws, codes or ordinances, including those relating to water supplies and septic systems ("Deficiencies") are made by the Seller, unless specifically stated herein.

5. The Auction Company will not be held to answer claims whatsoever concerning the condition and/or title of these properties.

6. Any inspections previously made by Bidder or his/her/their representatives were done at Bidder's expense and for his/her/their information only. Cost and responsibility for curing Deficiencies, if any, is the Bidder's, and the correction and cure of any Deficiencies shall not be a condition of this sale or in any way affect Bidder's obligations under this Bidder Contract.

7. Bidder is responsible to pay all real estate taxes commencing with what was assessed in 2022 and is due and payable in May of 2023. Installments for local improvements not due and payable at the time of auction shall be paid by Bidder as they become due thereafter. Bidder should not rely solely on past property taxes as a guide to future property assessments and taxes as Indiana property tax laws have been subject to significant change in the recent past.

8. Bidder understands and agrees that a 10% Buyer's Premium will be charged by the Auction Company at this auction.

9. The Auction Company was retained by the Seller and has functioned throughout the transaction as an agent for the Seller exclusively. I.C. 25-34.1-10-9.5, as amended, provides that the Licensee (Auction Company)

has an agency relationship with, and represents the interests of the Seller as Seller's agent to sell the Real Estate. Auction Company owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However, Auction Company must deal honestly with bidders and disclose certain information to the bidders about the Real Estate. All representations made by Auction Company about the Real Estate are made as the agent of the Seller.

10. In the event of any litigation arising out of this sale or any breach thereof, Seller and the Auction Company shall be entitled to reasonable attorney fees, paralegal fees and all costs of litigation.

11. Bidder acknowledges that the auction and auction site may pose obvious, hidden, and unknown dangers, defects, and other perils. Bidder agrees to assume the risk of all injury, loss, and/or death from any cause whatsoever, and to indemnify Auction Company and Seller and hold them harmless for any injury, death, or other damage to person or property while attending the auction or at the auction site.

12. This Bidder Contract will be governed by, and construed in accordance with, the laws of State of Indiana.

13. The sale is permitted pursuant to an order entered in the Estate of Edna D. Newby, under Cause No. 29D01-2108-ES-000367, as well as an order entered in a pending bankruptcy in the Southern District of Indiana, under Case No. 21-00923-RLM-7.

14. By accepting these terms, Bidder agrees these terms will supersede all prior discussions, negotiations and agreements, whether oral or written except for the auction terms. Bidder agrees his/her actions shall be binding and obligatory upon the undersigned, their separate heirs, administrators, executors, assigns and successors in interest of the undersigned. Bidder may not assign the rights afforded the Bidder to any other party without the Seller's consent.

15. ALL ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER ANY PRINTED MATERIAL

16. No amendment, alterations or withdrawal of this Bidder Contract shall be valid or binding unless made in writing and signed by both Seller and Bidder.

17. If I am the successful bidder, I agree to immediately execute all legal documents necessary for this transaction in accordance with all disclosed terms at the end of the auction.

18. The description of the Real Estate appearing in advertising prior to the auction is believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner, its officers, agents and employees of Auctioneer concerning the Real Estate shall be construed as a warranty, either or implied. THE REAL ESTATE IS SOLD AS IS – WHERE IS. The Bidder having examined the Real Estate accepts it the way it is and by execution hereinbelow, waives and disclaims any express or implied warranties.

19. The Auction Company shall reserve the right to enforce its terms of this Bidder Contract and require the successful Bidder to honor this commitment and agreement herein and shall have all rights to any and all legal and equitable remedies therewith, including, but not limited to costs of collection, reasonable attorney fees and court costs.

20. If a dispute arises between two or more Bidders, the Auction Company reserves the right to reopen bidding. The Auction Company's designation of a Buyer shall be final.

21. Bidder acknowledges responsibility for any personal injury or property damage caused by Bidder or its agent and further agrees to hold Auctioneer, Owners, its officers or employees harmless for any personal injury to himself or his agents and any property damage incurred on auction premises.

22. The failure of any party hereto to enforce any provision of this Bidder Contract shall not be considered to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Bidder Contract or the right of such party thereafter to enforce each and every such provision. No waiver or any breach of this Bidder Contract shall be held to constitute a waiver of any other or subsequent breach.

23. In addition to executing this bidder contract, the bidder must provide a resolution document stating authority to purchase the property.

Bidder Initials: ______________________

TO BE COMPLETED BY BIDDER(S):

I, ____, acknowledge that I have received, understand and agree to be bound by the Terms of Sale for Real Property to be sold at auction.

BIDDER'S SIGNATURE DATE	BIDDER'S SIGNATURE DATE
PRINTED	PRINTED
COMPANY NAME IF APPLICABLE	POSITION WITH COMPANY
STREET ADDRESS	
CITY, STATE AND ZIP CODE	
PHONE	CELL PHONE
EMAIL ADDRESS	

Westfield City Council January 9, 2023

The Westfield City Council held a meeting on January 9, 2023 at Westfield City Hall. Present were Mike Johns, Scott Frei, Troy Patton, Scott Willis, Cindy Spoljaric, Jake Gilbert, and Joe Edwards. Cindy Gossard, Anne Poindexter and Manny Herceg were also in attendance.

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

Election of Council President/ President's Appointment to Vice President
Jake Gilbert made a motion to elect Mike Johns as Council President, Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries. Mike Johns asked Joe Edwards to be Vice President.

Council Appointment to APC (2)
Scott Frei made the motion to nominate Mike Johns and Cindy Spoljaric as APC members. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Council Appointment to RDC (2)
Troy Patton made the motion to nominate Linda Nass & Bob Beaudry as members of the RDC. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Council Appointment or Reinstatement to the Finance Committee & Oversight Committee
Cindy Spoljaric made the motion to retain the current members of both the Finance & Oversight committees. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Council Appointment to the Fire Merit Board (1) and Mayor's Appointment (2)
Mike Johns asked the Oversight Committee to work with the Clerk's office and Administration to resolve the issues with the terms/appointments to the Fire Merit Board and all other committees and boards. Committee members agreed to handle the task.

Discussion of the Mayor's Appointment to the Preservation Commission
Mayor Cook stated he was going through the process of appointing someone and would have a name to Council within the next 30 days.

<u>Changes to Agenda</u>
None

<u>Approval of Minutes:</u>

Scott Willis made the motion to approve the December 27, 2022 minutes as presented. Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

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

Miscellaneous Business/Special Presentation

Budgeted/Salary Discussion-Mike Johns voiced his concerns on the number of employees that had received raises in the 4th quarter after the budget had been approved in October. Mr. Johns stated that it was his understanding that everyone's salaries would remain the same until 2023 when all civilian employees would receive a 4% COLA increase. Mr. Johns stated that out of the 94 filled civilian positions 53 of those employees received increases in 2022 after the budget was approved. Those increases totaled $142,000 with four departments seemingly over budget for 2023. Mr. Johns stated he felt this was a lack of transparency from the administration.

Jeremy Lollar stated that 43 out of the 53 increases were due to discretionary increases and that no departments were over their budgets. Mr. Lollar stated that he would review the spreadsheet that was prepared on the topic and make comments and distribute to council.

Mayor Cook asked that if Council had information needed from his staff, that they give it to him, and he would determine who was best fit to provide the information and the timeline for completion.

Old Business:

Per Resolution 21-121, Relating to Transparency, Councilors Do Not Need to Recuse Themselves, but are Required to Disclose if They Have Received Contributions of $1,000 or More When Voting on Any Actions Involving One of Their Donors.

Resolution 22-124: Fiscal Plan for Ordinance 22-59 (iBeach)
Adoption Consideration: December 9, 2023

Ryan Collingwood presented stating this is the Fiscal Plan for the annexation of approximately 3 acres on the Northside of 181st St. East of the Grand Park Blvd. Extension. The net impact over the next 5 years is $10,628.

Jake Gilbert made the motion to approve Resolution 22-124 as presented.
Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-59: Annexing Certain Real Estate to the City of Westfield, IN (iBeach)
Council Introduction: December 12, 2022
Public Hearing: December 12, 2022
Adoption Consideration: January 9, 2023

Ryan Collingwood presented with the above Resolution.

Scott Frei made a motion to approve Ordinance 22-59 as presented.
Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Resolution 22-125: Fiscal Plan for Ordinance 22-60 (308 East 191st St.)
Adoption Consideration: January 9, 2023

Ryan Collingwood presented stating this involves approximately 8.5 acres on the Northside of 191st St. West of the Monon Trail. This is a part of the Woods, Robinson, Briggs PUD. The net impact over the next five years is $8175.

Joe Edwards made the motion to approve Resolution 22-125, as presented. Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-60: Annexing Certain Real Estate to the City of Westfield, IN (308 East 191st St)
Council Introduction: December 12, 2022
Public Hearing: December 12, 2022
Adoption Consideration: January 9, 2023

Presented with above Resolution.

Scott Willis made the motion to approve Ordinance 22-60 as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 22-63: Vacation of Public Way (203rd St)
Council Introduction: December 12, 2022
Public Hearing: December 12, 2022
Adoption Consideration: January 9, 2023

Johnathon Nail presented stating this portion of 203rd street is North of the East Street extension through North Point. The North Point II project that is being proposed has 203rd St dead ending with no connectivity or value to the city.

Scott Willis stated that for transparency purposes that he has received $1,000 in donations from the petitioner.

Joe Edwards made the motion to approve the vacation of public way. Scott Willis seconded. Vote: Yes-7; No-0. Motion

New Business

Interlocal Agreement Between the City of Westfield and INDOT (Mule Barn & SR32 Intersection Improvement)
Adoption Consideration: January 9, 2023

Jonathan Nail presented stating the city has already committed to the widening of Mule Barn Rd. and with the recent industrial growth in the area there are increasing traffic concerns. This agreement would commit INDOT to reimburse the city for the intersection improvement only (SR 32 & Mule Barn) in the amount not to exceed $1.5 million. Mr. Nail stated that a recent estimate was given by a design consultant in the amount of $1.1 million.

It was noted by Mr. Nail that there were errors that needed corrected in the agreement (spelling of Spoljaric/signature page, and the INDOT commissioner has changed since the agreement has been written).

Legal counsel stated there were some items that they would like to review on the agreement. It was decided that this would be brought back for final approval in two weeks.

Guests:
None

Clerk Treasurer Comments:
See attached letter

City Council Comments:

Jake Gilbert thanked Cindy Gossard for her years of service. Asked that there be a moment of silence for Paul Estridge, a local developer, and businessman who passed away on Sunday.

Troy Patton stated that he was hopeful to receive the property tax information prior to the start of the next budget process.

Mike Johns remarked that he looked forward to making changes to policies and procedures that would be significantly improve processes and the transition to a mostly new Council in 2024. Mr. Johns stated his goal in 2023 is for the Council, Oversight, and Finance Committees to work ambitiously over the course of the year.

Mayor Comments:

None

Without any further business, the meeting adjourned at 7:47 PM

_______________________________ _______________________________

Clerk-Treasurer **President**