

Westfield City Council Members

Mark Keen, President (District 1)

Steve Hoover (District 2)

Robert L. Horkay, (District 5)

Chuck Lehman, (District 4)

Joe Edwards (District 3)

Cindy L. Spoljaric (At Large)

Jim Ake Vice President (At Large)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda_10_13_2014

Monday, October 13, 2014 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, October 13, 2014 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

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Approval of City Council minutes of September 22, 2014 (special meeting)

Documents: [Minutes- 9/22/14](#)

Guests:

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

Council Response to Guest Comments

Claims:

Approval of Claims

Documents: [Claims](#)

Miscellaneous Business/Special Recognition:

Miscellaneous Business: Police Department Semi-Annual Update

Miscellaneous Business: Training Center Update

Miscellaneous Business: Westfield Library Update

Old Business:

Ordinance 14-40: 2015 Budget
Council Introduction- September 8, 2014
Public Hearing- September 22, 2014
Adoption Consideration- October 13, 2014
Documents: [Budget Form](#)

Ordinance 14-41: 2015 Salary Ordinance
Council Introduction- September 8, 2014
Adoption Consideration- October 13, 2014
Documents: [Ord. 14-41](#)

Ordinance 14-43: 2015 Elected Officials Salary Ordinance
Council Introduction- September 8, 2014
Adoption Consideration- October 13, 2014
Documents: [Ord. 14-43](#)

Ordinance 14-46: Spring Mill Station SEC PUD (formerly known as “Springmill Corner PUD”)
Council Introduction- August 13, 2012
APC Public Hearing- August 18, 2014
APC Recommendation- October 6, 2014
Council Adoption Consideration- October 13, 2014
Documents: [Ord. 14-46](#) | [Staff Report](#) | [Reference only: Petitioner’s Presentation](#)

New Business:

Ordinance 14-38: 100% Voluntary Annexation of approximately 16 acres located at the southwest corner of 186th Street and Spring Mill Road
Council Introduction- October 13, 2014
Public Hearing- October 13, 2014
Adoption Consideration- November 10, 2014
Documents: [Ord. 14-38](#) | [Reference Only: Location Map](#)

Resolution 14-128: 2015 Appeal for Excess Levy

Adoption Consideration- October 13, 2014

Documents: [Res. 14-128](#)

Resolution 14-129: Resolution for Real Property Tax Abatement

Adoption Consideration- October 13, 2014

Documents: [Res. 14-129](#) | [Reference Only: Map](#)

Ordinance 14-45: Custom Commerce Park PUD Amendment – Thieneman Construction, INC.

Council Introduction- October 13, 2014

APC Public Hearing- November 3, 2014

APC Recommendation- November 17, 2014

Council Adoption Consideration- December 8, 2014

Documents: [Ord. 14-45](#) | [Reference Only: Concept Plan](#) | [Reference Only: Map](#)

Resolution 14-130: Resolution Authorizing Actions Regarding Proposed Lease (Grand Park Indoor Facility)

Adoption Consideration- October 13, 2014

Documents: [Res. 14-130](#)

Ordinance 14-48: Indoor Facility Lease

Council Introduction- October 13, 2014

Public Hearing- October 27, 2014

Adoption Consideration- October 27, 2014

Documents: [Ord. 14-48](#) | [Reference Only: Lease Agreement](#)

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **130 Penn St.** For taxes due and payable in 2016, notices will not be printed in the newspaper and will only be available at www.budgetnotices.in.gov or by calling (888) 739-9826.

Notice is hereby given to taxpayers of **WESTFIELD CIVIL CITY, Hamilton County, Indiana** that the proper officers of **Westfield Civil City** will conduct a public hearing on the year **2015** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Westfield Civil City** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Westfield Civil City** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Westfield Civil City** will meet to adopt the following budget:

Public Hearing Date	Monday, September 22, 2014
Public Hearing Time	7:00 PM
Public Hearing Location	130 Penn St

Adoption Meeting Date	Monday, October 13, 2014
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	130 Penn St

Estimated Civil Max Levy	\$15,000,000
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1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy
0061-RAINY DAY	\$250,000	\$0	\$0	\$0
0101-GENERAL	\$18,250,000	\$7,940,322	\$150,000	\$6,749,998
0180-DEBT SERVICE	\$541,000	\$471,883	\$0	\$397,266
0183-BOND #3	\$438,110	\$442,763	\$0	\$448,470
0706-LOCAL ROAD & STREET	\$465,000	\$0	\$0	\$0
0708-MOTOR VEHICLE HIGHWAY	\$2,000,000	\$829,948	\$0	\$522,626
1111-FIRE	\$10,000,000	\$4,279,641	\$0	\$5,249,214
2379-CUMULATIVE CAPITAL IMP (CIG TAX)	\$35,000	\$0	\$0	\$0
2391-CUMULATIVE CAPITAL DEVELOPMENT	\$900,000	\$901,645	\$0	\$854,564
Totals	\$32,879,110	\$14,866,202	\$150,000	\$14,222,138

ORDINANCE NUMBER 14-41

2015 Salary Ordinance

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING SALARIES, WAGES, BENEFITS, STIPENDS AND OTHER COMPENSATION FOR THE 2015 CALENDAR YEAR

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

Section 1

The salaries, hourly wages, stipends, and other compensation for employees of the City of Westfield are described on Attachment A, B and Schedule 1 or described in this ordinance.

Section 2

Additional comments regarding city attorney compensation.

Attorney for the City:

Compensation per Attachment A plus additional compensation for extraordinary duties assigned by the City Council during the year.

Attorney for the Plan Commission and Board of Zoning Appeals

Compensation per Attachment A plus additional compensation for extraordinary duties recommended by the Plan Commission and Board of Zoning Appeals and authorized by the City Council.

Section 3.

The employee contribution to the Public Employee's Retirement Fund (PERF) will be paid for the employees by the City of Westfield.

Section 4.

The retirement contributions and other benefit programs offered by the City of Westfield on behalf of the employees are described on Attachment B and Schedule 1.

ADOPTED AND PASSED THIS _____ DAY OF _____, 2014, BY THE
WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14-41 was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 14-41

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 14-41

this _____ day of _____,
2014.

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

2015 Salary Ordinance Proposed
Attachment A

Title	Annual Base Amount - Exempt Employees	Paid Annual Hours	Hourly Base Amount - Non-Exempt Employees
Department Heads			
Economic and Community Development Director	\$115,000 - \$150,000	2080	
Director of Informatics	\$79,248 - \$95,000	2080	
Enterprise Development Director	\$83,926 - \$98,000	2080	
Fire Chief	\$80,000 - \$98,800	2080	
Parks Director	\$73,200 - \$88,000	2080	
Police Chief	\$80,000 - \$98,800	2080	
Public Works Director	\$81,619 - \$98,000	2080	
Mayor's Chief of Staff (Stipend-Full Salary Range)	\$46,000 - \$120,000	2080	
General Administration			
Project Analyst		2080	\$16.47 - \$25.55
Project Manager		2080	\$25.55 - \$33.65
Financial Strategist		2080	\$29.85 - \$41.21
Administrative Assistant		2080	\$14.49 - \$22.06
Executive Assistant		1950	\$22.06 - \$26.82
Facility Coordinator		1164	\$14.49 - \$32.00
YAP Caseworker		2080	\$13.53 - \$19.63
Communications			
Director of Communications	\$50,600 - \$61,000	2080	
Communications Specialist		2080	\$19.07 - \$25.55
Marketing Manager		1300	\$19.23 - \$32.00
Hospitality Coordinator		2080	\$16.83 - \$21.63
Human Resources			
HR Manager	\$50,600 - \$67,500	2080	
HR Assistant		2080	\$16.83 - \$21.63
Customer Service			
Manager		2080	\$23.17-\$33.25
Billing Clerk		2080	\$18.15 - \$25.06
Customer Service Representative 1		2080	\$14.93 - \$19.63
Part-Time Customer Service Representative or Inquiries Clerk			\$11.69 - \$16.15
Customer Service Representative 2		2080	\$16.83 - \$21.63
Clerk Treasurer			
Chief Deputy		1950	\$21.08 - \$45.00
Financial Analyst		1950	\$21.31 - \$45.00
Payroll Specialist		1950	\$17.99 - \$35.00
Records Management		1950	\$18.47 - \$30.00
Accounting Specialist		1950	\$16.47 - \$35.00

2015 Salary Ordinance Proposed
Attachment A

Title	Annual Base Amount - Exempt Employees	Paid Annual Hours	Hourly Base Amount - Non-Exempt Employees
Economic and Community Development/Building			
Assistant Director	\$54,996 - \$79,997	2080	
Senior Planner	\$45,000 - \$79,900	2080	
Associate Planner		2080	\$18.27 - \$24.04
Building Commissioner	\$40,000 - \$70,000	2080	
Building Inspector		2080	\$13.22 - \$24.04
Administrative Assistant		2080	\$12.02 - \$18.03
Project Expediter		2080	\$14.42 - \$24.04
Intern (Seasonal)		1040	\$10.00 - \$20.00
Fire Department			
Deputy/Division Chief	\$62,088-\$89,145	2080	
Battalion Chief/Captain		2756	\$22.50-\$33.57
Lieutenant/Senior/3rd Class Firefighter		2756	\$17.62-\$25.30
2nd Class Firefighter		2756	\$14.49-\$19.82
Probationary Firefighter		2756	\$14.22-\$16.30
Paramedic		3316	\$14.22-\$19.82
Firefighter/Paramedic		2756	\$17.29-\$25.30
Aid to Fire Chief		NA	\$29.85-\$42.86
Administration		1950	\$17.62-\$25.30
Information Technology			
Assistant Director	\$62,088 - \$85,717	2080	
GIS Coordinator	\$62,088 - \$85,717	2080	
Operations Coordinator		2080	\$14.49 - \$32.28
Sr. Systems Analyst		2080	\$29.85 - \$41.21
Systems Analyst		2080	\$14.49 - \$32.28
Creative Services Specialist		2080	\$25.55 - \$33.65
Parks			
Administration		2080	\$14.93 - \$19.63
Program Coordinator		2080	\$18.15 - \$25.07
Special Event Coordinator		2080	\$18.15 - \$25.07
Out Reach Manager		2080	\$23.17 - \$33.25

2015 Salary Ordinance Proposed
Attachment A

Title	Annual Base Amount - Exempt Employees	Paid Annual Hours	Hourly Base Amount - Non-Exempt Employees
Police Department			
Assistant Chief	\$75,000 - \$85,000	2080	
Major	\$75,000 - \$83,000	2080	
Captain	\$73,000 - \$79,000	2080	
Lieutenant		2080	\$32.00 - \$36.00
Sergeant		2080	\$30.00 - \$33.75
Administrative Lieutenant		2080	\$32.00 - \$36.00
Detective Lieutenant		2080	\$32.00 - \$36.00
Detective		2080	\$30.00 - \$33.75
Civilian Criminalist		2080	\$16.83 - \$21.63
Criminalist		2080	\$27.62 - \$33.75
Patrol 1st Class		2080	\$27.62 - \$31.25
Patrol 2nd Class		2080	\$26.50 - \$30.00
Patrol 3rd Class		2080	\$25.72 - \$28.75
Probationary Patrol		2080	\$22.60 - \$26.25
School Resource Officer		2080	\$25.72 - \$31.25
Records Manager/System Administrator/Tech Support		1950	\$19.48 - \$26.67
Records Assistant		1950	\$17.85 - \$22.67
Project Coordinator		1950	\$15.00 - \$25.33
Administration/Support		1950	\$17.85 - \$22.67
Receptionist		1950	\$15.38 - \$20.00
Community Services Officer (CSO)		2080	\$16.83 - \$21.25
Police/Fire Department			
Executive Director (Public Safety Training Center)	\$80,000 - \$95,000	2080	
Public Works			
PW Administration			
Assistant Director	\$65,000 - \$85,000	2080	
Project Manager I		2080	\$16.83 - \$21.63
Project Manager II		2080	\$21.63 - \$26.44
Sr. Project Manager	\$55,000 - \$75,000	2080	
Project Manager Supervisor	\$79,248 - \$95,000	2080	
Safety and Fleet Manager		2080	\$21.63 - \$26.44
Office Manager		2080	\$23.17 - \$33.25
PW Administrator		2080	\$14.93 - \$19.63
Parks			
Maintenance Supervisor		2080	\$23.17 - \$33.25
Trails Foreman		2080	\$18.15 - \$25.07
Grounds & Facility Foreman		2080	\$18.15 - \$25.07
Maintenance Crew Leader		2080	\$18.15 - \$26.06
Laborers		2080	\$10.50 - \$24.23
Seasonal Laborers		320	\$10.00
Seasonal Laborers		1180	\$10.00
Inspection Division			
Supervisor	\$48,194 - \$69,160	2080	
Plan Reviewer		2080	\$18.15 - \$25.06
Senior Inspector		2080	\$23.17 - \$33.25
Inspector		2080	\$18.15 - \$25.06

2015 Salary Ordinance Proposed
Attachment A

Title	Annual Base Amount - Exempt Employees	Paid Annual Hours	Hourly Base Amount - Non-Exempt Employees
Street Division			
Superintendent	\$48,194 - \$69,160	2080	
Street Supervisor	\$48,194 - \$69,160	2080	
Street Foreman		2080	\$18.15 – \$25.06
Facility Handyman		2080	\$18.15 – \$25.06
Street Crew		2080	\$18.15 – \$25.07
Equipment Operator/Mechanic		2080	\$18.15 – \$25.09
Sign Maintenance Technician		2080	\$14.93 - \$19.63
Street Laborer II		2080	\$14.93 - \$19.64
Street Laborer		2080	\$11.69 - \$16.15
G&M Crew Leader		2080	\$18.15 - \$25.06
G&M Laborers		2080	\$11.69 - \$16.15
Part-Time Street Laborer		520	\$10.50
Stormwater Division			
Stormwater Coordinator		2080	\$18.15 - \$25.06
Erosion/Encroachment Inspector		2080	\$18.15 - \$25.07
Project Management			
Project Manager Supervisor	\$79,248 - \$95,000	2080	
Sr. Project Manager	\$55,000 - \$85,000	2080	
Project Engineer		2080	\$23.17 - \$33.25
Project Foreman		2080	\$18.15 - \$25.06
Project Manager I		2080	\$16.83 - \$21.63
Project Manager II		2080	\$21.63 - \$26.44
GIS Coordinator	\$62,088 - \$85,717	2080	\$30.74 - \$42.45
Other			
Interns	Up to \$10,000 annually		
Attorney (Plan Comm & BZA)	Up to \$40,000		
City Attorney	Up to \$40,000		
Director of Operations	\$10,000 - \$20,000		
Advisory Plan Commission	\$400 per quarter		
City Board of Public Works	\$262.50 per quarter		
Fire Merit Board Commission	\$200 per quarter		
City Department Stipends	\$250 - \$5,000 per year		
City of Westfield Longevity	Schedule 1 Attached		
Performance Bonuses	Up to \$2,000 per year		

Benefit Summaries 2015

Civilian Personnel

(Administration, Police Admin, Clerical, Fire Admin, Community/Economic Development, Informatics, Parks and Westfield Public Works)

INSURANCE

HEALTH, LIFE, DENTAL, VISION, WORKERS COMPENSATION – As available for all employees

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS –As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM - As provided for all employees

RETIREMENT

Civilian PERF – 14.2% (2015) of the employee's gross salary is contributed by the City for the PERF program (Public Employees Retirement Fund).

1. 3% of the employee's gross salary is contributed on behalf of the employee (employee's contribution) and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.
2. 11.2% of the employee's gross salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

457 Plan (Supplemental Retirement Plan)

The City of Westfield offers one supplemental 457 retirement plan to all employees. Employees may contribute (pre tax) a maximum amount authorized by law into the plan.

City Matching Contribution

To encourage employee participation in the 457 plans, the City makes a matching contribution of \$.667 for each \$1.00 contributed up to 6% of base pay for all civilian employees. This matching contribution is made in July and January of each year into a 401A account the requires vesting.

HOLIDAY PAY SCHEDULE

As approved by the City Council. Pay for actual days approved by Council coordinated with approval with supervision.

Certain Professional Police Personnel

INSURANCE

HEALTH, LIFE, DENTAL, VISION, WORKERS COMPENSATION– As available for all employees

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees

RETIREMENT

Police PERF

Certain Professional Police personnel are covered by a state sponsored retirement plan that is referred to as the “1977 Police and Fire PERF program” (1977 PERF plan). This program began January 1, 2008 for Professional Police Officers.

1. 19.7% of the “Patrolman 1st Class” base salary plus 20 years longevity pay is contributed by the City to the POLICE AND FIRE PERF plan for those in the 1977 PERF plan.
2. 6% based on 1. above is deducted from each police personnel’s bi-weekly pay to make an additional contribution to this plan.

Supplemental Retirement Plan

To supplement retirement (because certain police officers are not in the Police and Fire PERF Plan), the City contributes 13% of the officer’s base pay into the 457 plan. This is done in July and January of each year.

457 Supplemental Retirement Plan

Professional police officers can contribute additional (pretax) funds into their 457 plan to further supplement their retirement if they so desire.

City Matching Contribution

There is no matching program for this category of Professional police personnel.

HOLIDAY PAY SCHEDULE -

Police officers are permitted to “select” their “Holidays” as additional Floating Holidays scheduled with their supervisor. The number of holidays (equal in number of hours) approved by the council is the same number of holiday hours offered to police officers.

Certain Professional Fire Personnel

INSURANCE

HEALTH, LIFE, DENTAL, VISION, WORKERS COMPENSATION – As available for all employees

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees

RETIREMENT

Civilian PERF – 14.2% (2015) of the employee's gross salary is contributed by the City for the PERF program (Public Employees Retirement Fund).

1. 3% of the employee's gross salary is contributed on behalf of the employee (employee's contribution) and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.
2. 11.2% of the employee's gross salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

Fire PERF

Professional Fire personnel are covered by a state sponsored retirement plan that is referred to as the "1977 Police and Fire PERF program". This program began in 2000 for the Westfield Fire Department.

1. 19.7% of the "Senior Fire Fighter" base salary plus 20 years longevity pay is contributed by the City to the 1977 POLICE AND FIRE PERF program.
2. 6% based on 1. above is deducted from each fire personnel's bi-weekly pay to make an additional contribution to this plan.

Supplemental Retirement Plan

To supplement retirement (because certain fire personnel and paramedics are not in the Police and Fire PERF Plan the City contributes 13% of the fire personnel's base pay into the 457 plan. This is done in July and January of each year. This plan began on January 1, 2009, and represents a continuing supplemental retirement program for certain fire personnel.

ATTACHMENT B

457 Supplemental Retirement Plan

Professional fire personnel can contribute additional (pre tax) funds into their 457 plan to further supplement their retirement if they so desire.

City Matching Contribution

There is no matching program for Professional fire personnel.

HOLIDAY PAY SCHEDULE

Fire personnel are permitted to “select” their Holidays as additional Floating Holidays scheduled with their supervisor. The number of holidays approved by the council for professional fire personnel is four (4) 24 hour days.

**Schedule 1
Longevity**

	Years Longevity in	Longevity Pay in	2080	1950	
<u>Hire Year</u>	<u>2015</u>	<u>2015</u>	<u>Per Hour based on 2080 Hours</u>	<u>Per Hour based on 1950 Hours</u>	<u>Approximately</u>
2014	0	\$0.00	\$0.00	\$0.00	Years 1-10 \$200/Year
2013	1	\$200.00	\$0.10	\$0.10	Years 11-25 \$250/Year
2012	2	\$400.00	\$0.19	\$0.21	
2011	3	\$600.00	\$0.29	\$0.31	
2010	4	\$800.00	\$0.38	\$0.41	
2009	5	\$1,000.00	\$0.48	\$0.51	
2008	6	\$1,200.00	\$0.58	\$0.62	
2007	7	\$1,400.00	\$0.67	\$0.72	
2006	8	\$1,600.00	\$0.77	\$0.82	
2005	9	\$1,800.00	\$0.87	\$0.92	
2004	10	\$2,000.00	\$0.96	\$1.03	
2003	11	\$2,250.00	\$1.08	\$1.15	
2002	12	\$2,500.00	\$1.20	\$1.28	
2001	13	\$2,750.00	\$1.32	\$1.41	
2000	14	\$3,000.00	\$1.44	\$1.54	
1999	15	\$3,250.00	\$1.56	\$1.67	
1998	16	\$3,500.00	\$1.68	\$1.79	
1997	17	\$3,750.00	\$1.80	\$1.92	
1996	18	\$4,000.00	\$1.92	\$2.05	
1995	19	\$4,250.00	\$2.04	\$2.18	
1994	20	\$4,500.00	\$2.16	\$2.31	
1993	21	\$4,750.00	\$2.28	\$2.44	
1992	22	\$5,000.00	\$2.40	\$2.56	
1991	23	\$5,250.00	\$2.52	\$2.69	
1990	24	\$5,500.00	\$2.64	\$2.82	
1989 and Previous	25	\$5,750.00	\$2.76	\$2.95	

The following positions do not receive longevity pay: Mayor, Chief of Staff, Clerk-Treasurer

ORDINANCE 14-38

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

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

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

WHEREAS, the Council has conducted a public hearing on October 10, 2014, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 14-127); and,

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

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

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

Section 1. The Annexation Area, generally located on the southwest corner of 186th Street Springmill Road, and adjacent to the existing corporate limits along the northern boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City of Westfield (the “City”).

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF NOVEMBER, 2014.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 14-38** was delivered to the Mayor of Westfield
on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 14-38
this _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 14-38
this _____ day of _____, 2014.

J. Andrew Cook, Mayor

EXHIBIT A
ANNEXATION AREA

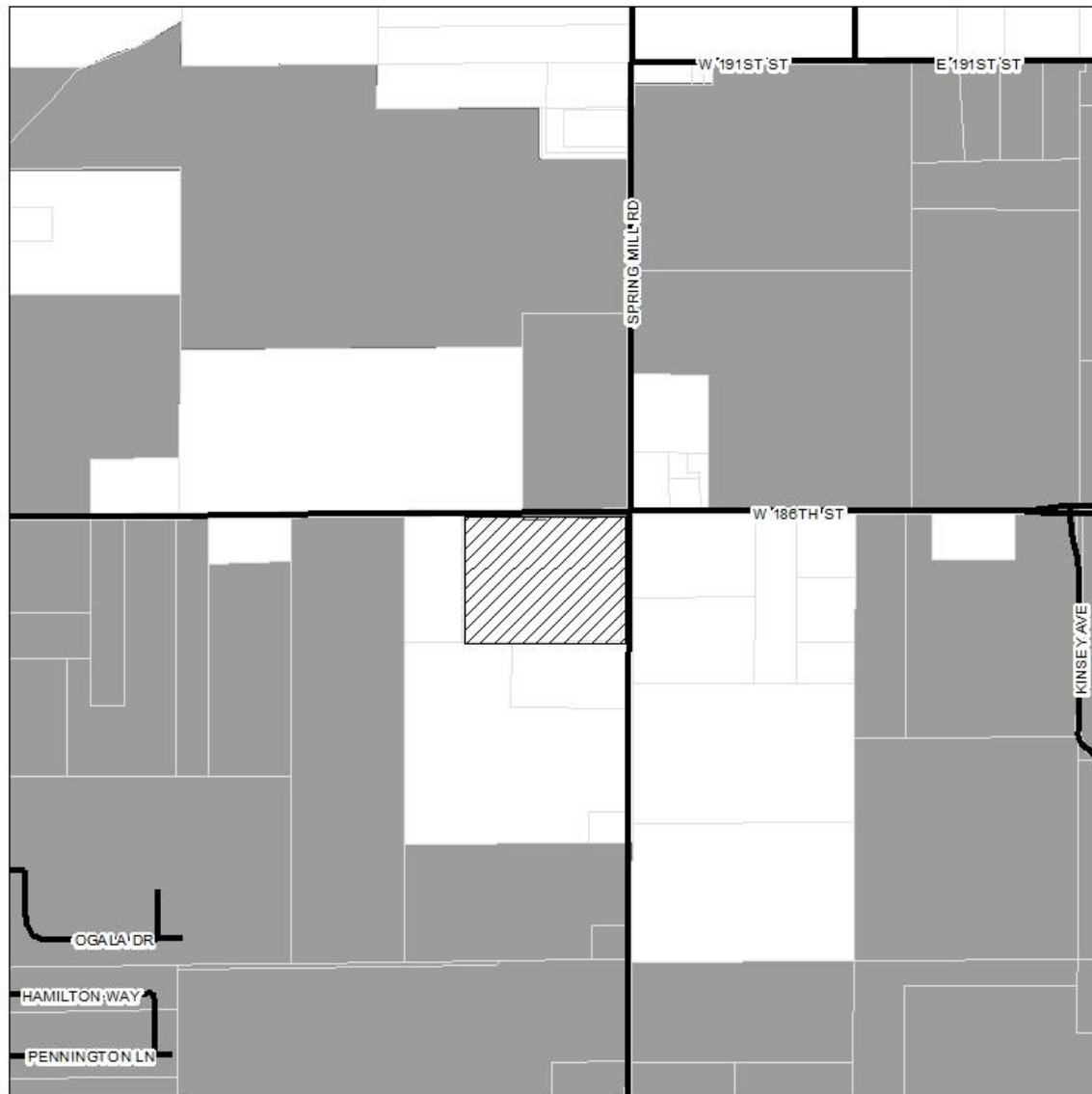


EXHIBIT LEGEND

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

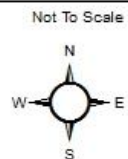


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

Parcel No: 08-05-34-00-00-009.000

Part of the East Half of the Northeast Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the East Half of the Northeast Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana; thence South 00 degrees 05 minute 34 seconds West (assumed bearing) along the East line of said Northeast Quarter 759.00 feet; thence South 89 degrees 21 minutes 58 seconds West parallel with the North line of said Northeast Quarter 974.58 feet to the West line of real estate described in Instrument No. 93-51375, in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 12 minutes 24 seconds West along the East line of said real estate 758.96 feet to the North line of said Northeast Quarter; thence North 89 degrees 21 minutes 58 seconds East along the North line of said Northeast Quarter 978.55 feet to the point of beginning, containing 17.01 acres, more or less.

EXCEPT that real estate now dedicated to Hamilton County Board of Commissioners as public right-of-way by Dedication of Public Right of Way recorded October 1, 1998, as Instrument 98-55262, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the East Half of the Northeast Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana; thence South 00 degrees 05 minutes 34 seconds West (assumed bearing) along the East line of said Northeast Quarter 759.00 feet; thence South 89 degrees 21 minutes 58 seconds West parallel with the North line of said Northeast Quarter 45.00 feet; thence North 00 degrees 05 minutes 34 seconds East parallel to the East line of said Northeast Quarter 719.00 feet; thence North 89 degrees 21 minutes 58 seconds West parallel with the North line of said Northeast Quarter 933.55 feet; thence North 00 degrees 12 minutes 24 seconds West 40 feet to the North line of said Northeast Quarter; thence North 89 degrees 21 minutes 58 seconds East along the North line of said Northeast Quarter 978.55 feet to the point of beginning.

ALSO INCLUDING:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code § 36-4-3-2.5, including the relevant portions of 186th Street and Springmill Road.



Not To Scale

EXHIBIT LEGEND



ANNEXATION AREA



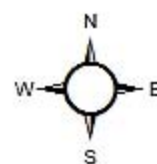
PARCELS



EXISTING CITY LIMITS



STREETS



ORDINANCE NUMBER 14-43

2015 Elected Officials Salary Ordinance

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING SALARIES, WAGES, BENEFITS, STIPENDS AND OTHER COMPENSATION FOR THE 2015 CALENDAR YEAR

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

Section 1.

The salaries, hourly wages, stipends, and other compensation for elected officials of the City of Westfield are described in this ordinance.

Section 2.

The salaries of the elected officials of the City of Westfield, Indiana for the year 2015 shall be as follows:

Mayor	\$108,200
Clerk Treasurer	\$79,800
City Council	\$15,000 each

Section 3.

Additional compensation for the year 2015 shall be as follows:

Clerk Treasurer Stipend	\$5,000
Council President	\$1,500
Council Vice-President	\$1,000

Section 4.

The employee contribution to the Publication Employee's Retirement Fund (PERF) will be paid for the Mayor and Clerk Treasurer by the City of Westfield.

Section 5.

The retirement contributions and other benefit programs offered by the City of Westfield on behalf of the Mayor and Clerk Treasurer are described on **Attachment A.**

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert J. Smith

Robert J. Smith

Robert J. Smith

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14-43 was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 14-43

this _____ day of _____, 2014.

I hereby VETO ORDINANCE 14-43

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

ATTACHMENT A
ELECTED OFFICIAL BENEFIT SUMMARIES
2015

Civilian Personnel (Mayor and Clerk Treasurer)

INSURANCE

HEALTH, LIFE, DENTAL, VISION, WORKERS COMPENSATION – As available for all employees

SOCIAL SECURITY/MEDICARE CONTRIBUTIONS – As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees

RETIREMENT

Civilian PERF – 14.2% (2015) of the employee's salary is contributed by the City for the PERF program (Public Employees Retirement Fund)

1. 3% of the employee's salary is contributed on behalf of the employee (employee's contribution) and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.
2. 11.2% of the employee's salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

457 Plan (Supplemental Retirement Plan)

The City of Westfield offers one supplemental 457 retirement plan to all employees. Employees may contribute (pre-tax) a maximum amount authorized by law into the plan.

City Matching Contribution

To encourage employee participation in the 457 plans, the City makes a matching contribution of \$.667 for each \$1.00 contributed up to 6% of base pay for all civilian employees. This matching contribution is made in July and January of each year into a 401A account that requires vesting.

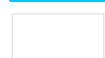
HOLIDAY PAY SCHEDULE

As approved by the City Council. Pay for actual days approved by Council coordinated with approval with supervision



0 305 610 1,220 Feet

Legend

-  Subject Property
-  Parcels

ORDINANCE NUMBER 14-45

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE CUSTOM COMMERCE PARK PLANNED UNIT DEVELOPMENT AND THE UNIFIED DEVELOPMENT ORDINANCE

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

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

WHEREAS, the Council enacted Ordinance No. 03-29, the Custom Commerce Park Planned Unit Development District (the "Original PUD Ordinance"), on September 18, 2003;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1411-PUD-16**), requesting an amendment to the Original PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1411-PUD-16** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (#-#) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2014;

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

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

Section 1. Applicability of Ordinance.

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

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

- 2.1 Underlying Zoning District: The Zoning District of the Unified Development Ordinance that shall govern the development of this District and its various subareas, as set forth in Section 4 of this Ordinance.

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the Enclosed Industrial District.

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

- 5.1 The uses that were otherwise permitted by the Original Ordinance, as attached hereto as **Exhibit C**.
- 5.2 Construction Trade Office.
- 5.3 Assembly Operations of Pre-Manufactured Parts, Components
- 5.4 Outside Storage, as regulated herein, shall be permitted only on those areas of the Real Estate labeled “Outside Storage Area” on the Concept Plan.

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

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

7.1 Outside Storage Standards: *Article 6.12(D) Outside Storage and Display; Industrial Districts* shall apply to the Real Estate, except as modified below:

- A. Screening: The Outside Storage Area shall be screened as follows:
 - i. The minimum screening along the west and north boundaries of the Outside Storage Area, as labeled on the Concept Plan, shall be screened in accordance with *Article 6.12(D)(2); Outside Storage and Display; Industrial Districts; Screening*.
 - ii. Decorative cast in place concrete shall be a permitted wall material along the west and north boundaries of the Outside Storage Area.
 - iii. An eight (8) foot tall black, vinyl-coated chain link fence shall be permitted to screen and enclose the east and south boundaries of the Outside Storage Area. Such fence may consist of six (6) feet of straight chain link, followed by two (2) feet of secure barbed wire.
 - iv. An eight (8) foot tall black, vinyl-coated chain link gate, slatted to provide the appearance of an opaque wall, shall serve as the storage yard gate entry.
- B. Storage Surface: *Article 6.12(D)(3)(a) Outside Storage and Display; Industrial Districts; Storage Surface* shall apply; however, the minimum depth adjacent to the building to be hard surfaced shall be twenty (20) feet and the point of entry into the Outside Storage Area from Foundation Parkway shall be hard surfaced with asphalt or concrete at least three (3) feet past the gate entry.

7.2 Landscaping Standards: *Article 6.8 Landscaping Standards* shall apply to the Real Estate, except as modified below:

- A. Buffer Yard Requirement: A Buffer Yard along Oak Ridge Road shall be required as follows: Shall be a minimum twenty-five (25) feet wide and landscaped using a combination of berms and landscaping. This treatment shall be consistent along the entire perimeter of the Custom Commerce Park PUD, which is adjacent to Oak Ridge Road. Berms shall be at least four (4) feet in height with 3:1 slopes and landscaped with at least seven

(7) evergreen trees per one-hundred (100) lineal feet and two (2) shade trees per one-hundred (100) lineal feet. Ornamental trees may be substituted, one (1) for one (1), for evergreen trees, provided at least sixty (60) percent of the trees used are evergreen trees. Notwithstanding the above, within the overlap of the Oak Ridge Road Buffer Yard and Marathon Ashland Pipeline, no trees may be planted within 25' of the Pipeline. Therefore, the landscaping treatment of 7 evergreen trees and 2 shade trees per one-hundred (100) lineal feet shall be reduced to 3 evergreen trees and one shade tree. This overlap extends approximately 145 linear feet north from the south property line of Lot 1.

Section 8. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see *Chapter 7: Subdivision Regulations*), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2014.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 14-45** was delivered to the Mayor of Westfield

on the _____ day of _____, 2014, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 14-45**

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 14-45**

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

This document prepared by:

SCHEDULE OF EXHIBITS

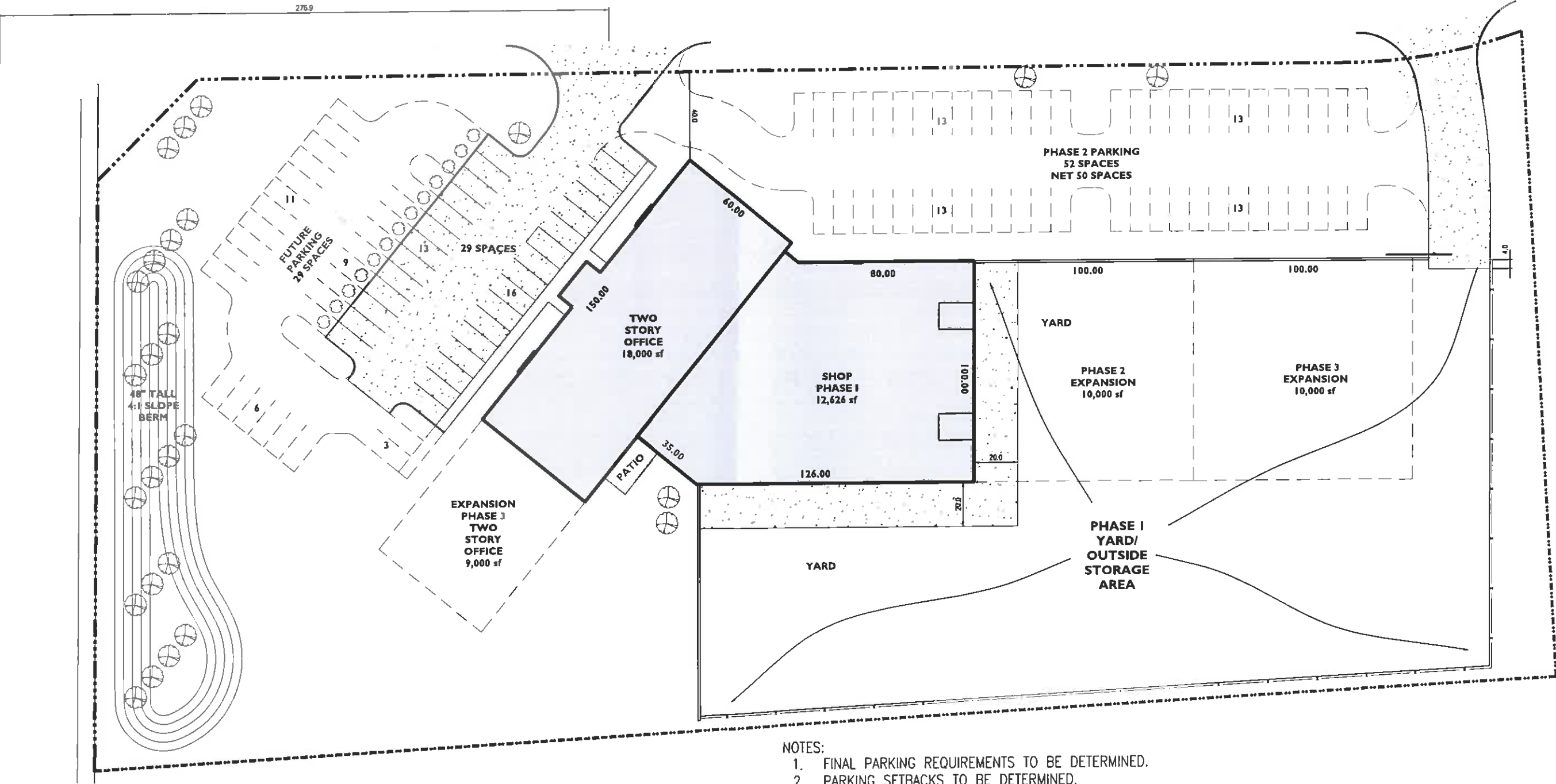
Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Permitted Uses

EXHIBIT A
REAL ESTATE

Lot 1 in Custom Commerce Park, a subdivision in Hamilton County, Indiana, as per First Amendment to the Secondary Plat of Custom Commerce Park, recorded March 24, 2011, as Instrument 2011015213, in the Office of the Recorder of Hamilton County, Indiana. Also known as 17219 Foundation Parkway, Westfield, Indiana 46074.

EXHIBIT B
CONCEPT PLAN

EXHIBIT B
CONCEPT PLAN



PRELIMINARY SITE PLAN

10-02-2014

1:50

PROJECT # 140201

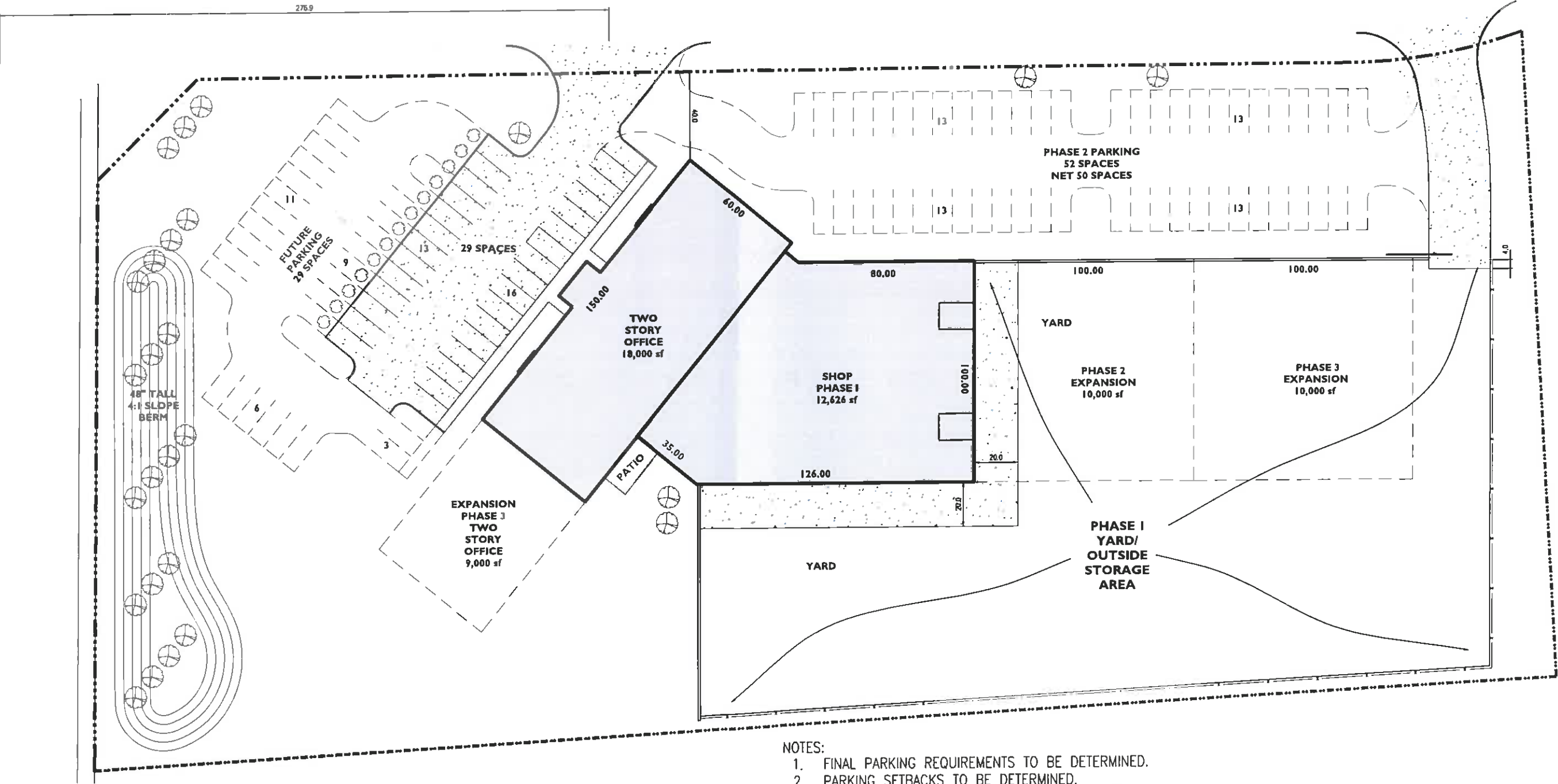
THIENEMAN CONSTRUCTION :: CUSTOM COMMERCE PARK LOT I WESTFIELD INDIANA

- NOTES:
1. FINAL PARKING REQUIREMENTS TO BE DETERMINED.
 2. PARKING SETBACKS TO BE DETERMINED.
 3. PARKING REQUIREMENT = 1/2 EMPLOYEES 9'X18' MIN.
 4. FINAL CURB CUT QUANTITY AND LOCATION TO BE DETERMINED.
 5. MAX BUILDING HEIGHT 35'-0".
 6. SIGNAGE:
 - 6.1. 6' TALL 60 SF GROUND SIGN
 - 6.2. 1 SF PER 1 LF OF BUILDING FOR WALL SIGNS FRONTING ROW
 7. ALL LANDSCAPING SHOWN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON THE UDO.

EXHIBIT C
PERMITTED USES

1. Assembly Halls
2. Bicycles Sales, Rental Ect.
3. Blueprinting, Photocopying, Ect.
4. Charitable Institutions
5. Civic Clubs
6. Consumer Service Offices
7. Custard Stands
8. Deli
9. Dry Cleaning/Laundry Pick Up
10. Educational Institutions
11. Employment Agencies
12. Financial Institutions
13. Florists
14. Government Offices/Institutions
15. Insurance Company
16. Laundromats and Self-Service Dry Cleaning
17. Lawyers
18. Locksmith Shop
19. Hospital/Medical/Health-Related Offices/Institutions
20. Pet Grooming
21. Philanthropic Institutions
22. Photography Studio
23. Picture Framing
24. Printing and Photocopying
25. Real Estate Offices
26. Shoe Repair
27. Taylor/Seamstress
28. Travel Bureaus
29. Upholsters
30. Data Processing
31. Industrial Schools/Training Facilities
32. Convents/Monasteries/Rectories/Parishes
33. Office Buildings – General Purpose

EXHIBIT B
CONCEPT PLAN



PRELIMINARY SITE PLAN

10-02-2014

1:50

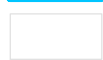
PROJECT # 140201

THIENEMAN CONSTRUCTION :: CUSTOM COMMERCE PARK LOT I WESTFIELD INDIANA



0 305 610 1,220 Feet

Legend

-  Subject Property
-  Parcels

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.

October 13, 2014

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 24 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 13 day of October, 2014

_____	_____	_____
_____	_____	_____
_____	_____	_____

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: 09/18/14..10/07/14

10/7/2014 10:24 AM

Page 1 of 24

WESTFIELD\kgagnon

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Administration									
VEN001537	Payroll	APP020920	9/23/2014	101001111	ADM-SALARY	sal	63,930.08	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101001120	ADM-FICA AND MEDICARE	fica	3,799.55	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101001120	ADM-FICA AND MEDICARE	med	888.63	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101001121	ADM-PERF	perf	7,948.59	101092314	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101001119	ADM-HEALTH AND DENTAL	ins	178.94	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101001119	ADM-HEALTH AND DENTAL	ins	12,241.88	55071	9/23/2014
VEN000345	Cave and Company Printing	APP020963	9/24/2014	101001337	ADM-PRINTING	Business cards for Erin	48.89		
VEN000345	Cave and Company Printing	APP020963	9/24/2014	101001337	ADM-PRINTING	Envelopes for Communication	283.00		
VEN000229	Beth Maier Photography	APP020966	9/24/2014	101001347	ADM-PROMOTIONS	Grand Park photo session	100.00		
VEN000480	CSI Signs	APP020967	9/24/2014	101001347	ADM-PROMOTIONS	Grand Park Pic Boards	400.00		
VEN001182	Kings Ill America	APP020968	9/24/2014	101001343	ADM-BUILDING	Quart pmt for elevator at City	88.95		
VEN000345	Cave and Company Printing	APP020971	9/24/2014	101001337	ADM-PRINTING	Business cards for Rhonda D	38.89		
VEN000595	DWNA	APP020974	9/24/2014	101001347	ADM-PROMOTIONS	DWNA services for July, Aug	10,855.89		
VEN000480	CSI Signs	APP020975	9/24/2014	101001347	ADM-PROMOTIONS	Public Affairs Boards	75.64		
VEN000480	CSI Signs	APP020976	9/24/2014	101001347	ADM-PROMOTIONS	Ck to schools	75.64		
VEN000480	CSI Signs	APP020976	9/24/2014	101001347	ADM-PROMOTIONS	New Trails floppy signs	839.50		
VEN000480	CSI Signs	APP020976	9/24/2014	101001347	ADM-PROMOTIONS	Where you want to panel	700.00		
VEN000942	Imagery LLC	APP021032	9/25/2014	101001347	ADM-PROMOTIONS	New employee clothing	211.99		
VEN000942	Imagery LLC	APP021175	10/1/2014	101001347	ADM-PROMOTIONS	Grand park pens	450.51		
VEN000942	Imagery LLC	APP021175	10/1/2014	101001347	ADM-PROMOTIONS	Grand parkk waterbottles	503.92		
VEN002016	UN Communications	APP021176	10/1/2014	101001337	ADM-PRINTING	Your City Matters newsletter f	3,486.13		
VEN002948	Visit Indy	APP021177	10/1/2014	101001389	ADM-SOFTWARE LICENSIN	Program for hospitality emplo	3,303.98		
VEN002961	Rhonda Daly	APP021179	10/1/2014	101001334	ADM-TRAVEL/TRAINING/SE	Disney Workshop and meetin	52.13	55081	10/1/2014
VEN002593	Timothy Borek	APP021182	9/30/2014	101001347	ADM-PROMOTIONS	DVD Grand Park ribbon cere	150.00		
VEN002273	Commercial Artisan	APP021183	9/30/2014	101001347	ADM-PROMOTIONS	Westfield Welcome Logo Ide	2,400.00		
VEN000589	Duke Energy	APP021198	10/2/2014	101001341	ADM-ELECTRICITY	Clinic House	135.38	55083	10/2/2014
VEN000589	Duke Energy	APP021198	10/2/2014	101001341	ADM-ELECTRICITY	DWNA	67.69	55083	10/2/2014
VEN000931	Ice Miller LLP	APP021208	10/2/2014	101001331	ADM-CONSULTING	Monthly retainers	5,000.00		
VEN000931	Ice Miller LLP	APP021208	10/2/2014	101001331	ADM-CONSULTING	Ancillary services/long dist, ph	0.00		
VEN000739	Frontier	APP021247	10/3/2014	101001343	ADM-BUILDING	Alarm at City Hall	44.04	55088	10/3/2014
VEN000739	Frontier	APP021247	10/3/2014	101001343	ADM-BUILDING	City services	302.30	55088	10/3/2014
VEN002336	Citizens Westfield	APP021248	10/3/2014	101001342	ADM-WATER/SEWER	City Hall	135.79	55086	10/3/2014

Purchase Invoice Register

City of Westfield

Report Date Range: 09/18/14..10/07/14

10/7/2014 10:24 AM

Page 2 of 24

WESTFIELD\kgagnon

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Administration									
VEN002336	Citizens Westfield	APP021248	10/3/2014	101001342	ADM-WATER/SEWER	Historical Society	64.86	55086	10/3/2014
VEN002336	Citizens Westfield	APP021248	10/3/2014	101001342	ADM-WATER/SEWER	DWNA	66.39	55086	10/3/2014
VEN002336	Citizens Westfield	APP021248	10/3/2014	101001342	ADM-WATER/SEWER	Clinic House	64.49	55086	10/3/2014
VEN000312	Busy Bee Cleaning Service	APP021301	10/7/2014	101001343	ADM-BUILDING	Office cleaning at City Hall	425.00		
VEN002017	Unifirst Corporation	APP021303	10/7/2014	101001343	ADM-BUILDING	Mats at City Services/skipped	142.01		
VEN002213	Open Control Systems	APP021307	10/7/2014	101001343	ADM-BUILDING	Access control panel down	150.51		
VEN000312	Busy Bee Cleaning Service	APP021308	10/7/2014	101001343	ADM-BUILDING	Office cleaning at City Service	2,560.25		
VEN002017	Unifirst Corporation	APP021309	10/7/2014	101001343	ADM-BUILDING	Mats 9/25	149.50		
VEN000678	Faegre Baker Daniels	APP021310	10/7/2014	101001330	ADM-ATTORNEY/CONSULT	Utility Sale services throug 8/3	10,849.50		
VEN000678	Faegre Baker Daniels	APP021311	10/7/2014	101001330	ADM-ATTORNEY/CONSULT	Utility Sale through June	1,427.00		
VEN000301	Buckeye Power Sales Co	APP021322	10/7/2014	101001224	ADM-OPERATING SUPPLIES	Generator repair at City Servi	345.00		
VEN001361	Mid America Elevator	APP021323	10/7/2014	101001343	ADM-BUILDING		78.73		
VEN001537	Payroll	APP021351	10/6/2014	101001111	ADM-SALARY	sal	62,977.43		
VEN001537	Payroll	APP021351	10/6/2014	101001120	ADM-FICA AND MEDICARE	fica	3,740.49		
VEN001537	Payroll	APP021351	10/6/2014	101001120	ADM-FICA AND MEDICARE	med	874.80		
VEN001537	Payroll	APP021351	10/6/2014	101001121	ADM-PERF	perf	7,890.87		
VEN000405	Citizens Energy Group	APP021355	10/7/2014	101001328	ADM-HEAT/GAS	DWNA	8.45		
VEN000405	Citizens Energy Group	APP021355	10/7/2014	101001328	ADM-HEAT/GAS	Clinic House	6.20		
VEN000405	Citizens Energy Group	APP021355	10/7/2014	101001328	ADM-HEAT/GAS	Women's Ministries	10.72		
VEN000917	Humane Society for Hamilton County	APP021368	10/7/2014	101001349	ADM-SERVICES	Strays for Sept	3,583.50		
VEN000917	Humane Society for Hamilton County	APP021368	10/7/2014	101001349	ADM-SERVICES	Strays for Oct	3,657.00		
Subtotal for Administration							217,810.63		
Police									
VEN001537	Payroll	APP020920	9/23/2014	101002111	POLICE-SALARY	sal	120,647.23	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101002120	POLICE-FICA AND MEDICAR	fica	7,251.32	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101002120	POLICE-FICA AND MEDICAR	med	1,695.83	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101002121	POLICE-PERF	perf	18,431.38	101092314	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101002119	POLICE-HEALTH AND DENT	ins	410.68	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101002119	POLICE-HEALTH AND DENT	ins	25,570.30	55071	9/23/2014
VEN001841	Steve Todd	APP021025	9/25/2014	101002334	POLICE-TRAVEL/TRAINING/		39.16	55078	9/25/2014
VEN001841	Steve Todd	APP021026	9/25/2014	101002472	POLICE-EQUIP		56.22	55078	9/25/2014
VEN001808	Song Kang	APP021027	9/25/2014	101002334	POLICE-TRAVEL/TRAINING/		73.59	55077	9/25/2014

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Fund No. Fund Name									
101 General									
Police									
VEN002926	Kim Daniels	APP021028	9/25/2014	101002334	POLICE-TRAVEL/TRAINING/		20.00	55076	9/25/2014
VEN002035	US Uniform and Supply	APP021030	9/25/2014	101002229	POLICE-UNIFORMS		1,728.95		
VEN001815	Speedway Superamerica	APP021031	9/25/2014	101002226	POLICE-VEHICLE GAS/SUPP		531.39		
VEN001728	Safety Kleen	APP021034	9/25/2014	101002349	POLICE-SERVICES		166.43		
VEN000080	Almost Home Boarding Kennel	APP021035	9/25/2014	101002355	POLICE-K-9 MAINT		50.00		
VEN002927	Best Friends Pet Care	APP021036	9/25/2014	101002355	POLICE-K-9 MAINT		268.52		
VEN001728	Safety Kleen	APP021037	9/25/2014	101002349	POLICE-SERVICES		166.43		
VEN000260	Boldens Cleaning and Restoration	APP021038	9/25/2014	101002229	POLICE-UNIFORMS		369.00		
VEN001843	Steven R Jenkins	APP021039	9/25/2014	101002334	POLICE-TRAVEL/TRAINING/		1,337.50		
VEN002035	US Uniform and Supply	APP021040	9/25/2014	101002229	POLICE-UNIFORMS		164.85		
VEN000080	Almost Home Boarding Kennel	APP021041	9/25/2014	101002355	POLICE-K-9 MAINT		100.00		
VEN000680	Fairfield Inn and Suites Louisville Downto	APP021042	9/25/2014	101002334	POLICE-TRAVEL/TRAINING/		369.10		
VEN002259	Central Indiana Hardware	APP021043	9/25/2014	101002343	POLICE-BUILDING MAINTEN		1,058.94		
VEN000312	Busy Bee Cleaning Service	APP021044	9/25/2014	101002343	POLICE-BUILDING MAINTEN		672.00		
VEN002035	US Uniform and Supply	APP021045	9/25/2014	101002229	POLICE-UNIFORMS		418.70		
VEN000747	Galls	APP021046	9/25/2014	101002229	POLICE-UNIFORMS		112.78		
VEN000747	Galls	APP021046	9/25/2014	101002229	POLICE-UNIFORMS		44.22		
VEN001062	Jack Laurie Floors LLC	APP021047	9/25/2014	101002343	POLICE-BUILDING MAINTEN		480.00		
VEN000345	Cave and Company Printing	APP021048	9/25/2014	101002337	POLICE-PRINTING		58.19		
VEN000644	Enviro-max Inc	APP021173	9/29/2014	101002343	POLICE-BUILDING MAINTEN		862.75		
VEN001459	North Central Co-Op	APP021174	10/1/2014	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel for Sept	12,491.45		
VEN001361	Mid America Elevator	APP021225	10/2/2014	101002343	POLICE-BUILDING MAINTEN		54.55		
VEN000434	Comcast Cable	APP021230	10/2/2014	101002349	POLICE-SERVICES		58.48	55087	10/3/2014
VEN000345	Cave and Company Printing	APP021231	10/2/2014	101002337	POLICE-PRINTING		267.12		
VEN000312	Busy Bee Cleaning Service	APP021233	10/2/2014	101002343	POLICE-BUILDING MAINTEN		768.00		
VEN000644	Enviro-max Inc	APP021241	10/3/2014	101002343	POLICE-BUILDING MAINTEN		378.00		
VEN002336	Citizens Westfield	APP021243	10/3/2014	101002328	POLICE-HEAT/GAS		207.72	55086	10/3/2014
VEN002353	Boldens Cleaners	APP021244	9/30/2014	101002229	POLICE-UNIFORMS		369.00		
VEN000739	Frontier	APP021247	10/3/2014	101002335	POLICE-TELEPHONE	Elevator Stamp machine chief	59.78	55088	10/3/2014
VEN002097	Westfield Chamber Of Commerce	APP021297	10/7/2014	101002347	POLICE-PROMOTIONS	Lantern Awards Plaques	55.00		
VEN001942	The Uniform House, Inc	APP021338	10/7/2014	101002229	POLICE-UNIFORMS		453.60		
VEN002336	Citizens Westfield	APP021339	10/7/2014	101002342	POLICE-WATER/SEWER		82.18		

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Fund No. Fund Name									
101	General								
Police									
VEN000569	Don Hinds Ford Inc	APP021340	10/7/2014	101002360	POLICE-VEHICLE REPAIR		389.90		
VEN001537	Payroll	APP021351	10/6/2014	101002111	POLICE-SALARY	sal	119,841.27		
VEN001537	Payroll	APP021351	10/6/2014	101002120	POLICE-FICA AND MEDICAR	fica	7,201.35		
VEN001537	Payroll	APP021351	10/6/2014	101002120	POLICE-FICA AND MEDICAR	med	1,684.20		
VEN001537	Payroll	APP021351	10/6/2014	101002121	POLICE-PERF	perf	18,284.92		
Subtotal for Police							345,801.98		
Economic and Community Development									
VEN001537	Payroll	APP020920	9/23/2014	101003111	ECD-SALARY	sal	28,585.44	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101003120	ECD-FICA AND MEDICARE	fica	1,727.66	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101003120	ECD-FICA AND MEDICARE	med	404.04	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101003121	ECD-PERF	perf	3,373.05	101092314	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101003119	ECD-HEALTH AND DENTAL	ins	57.54	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101003119	ECD-HEALTH AND DENTAL	ins	3,789.02	55071	9/23/2014
VEN001459	North Central Co-Op	APP021174	10/1/2014	101003226	ECD-VEHICLE GAS/SUPPLIE	Unleaded fuel for Sept	90.91		
VEN002097	Westfield Chamber Of Commerce	APP021181	10/1/2014	101003347	ECD-PROMOTIONS	2014 Lantern Awards table	600.00		
VEN003003	Sheraton Madison Hotel	APP021217	10/2/2014	101003334	ECD-TRAVEL/TRAINING/SE	Conference	400.26		
VEN002097	Westfield Chamber Of Commerce	APP021297	10/7/2014	101003347	ECD-PROMOTIONS	Lantern Awards Plaques	55.00		
VEN001826	Staples	APP021300	10/7/2014	101003223	ECD-OFFICE SUPPLIES	Office Supplies	161.20		
VEN001537	Payroll	APP021351	10/6/2014	101003111	ECD-SALARY	sal	24,277.61		
VEN001537	Payroll	APP021351	10/6/2014	101003120	ECD-FICA AND MEDICARE	fica	1,460.58		
VEN001537	Payroll	APP021351	10/6/2014	101003120	ECD-FICA AND MEDICARE	med	341.60		
VEN001537	Payroll	APP021351	10/6/2014	101003121	ECD-PERF	perf	3,277.48		
Subtotal for Economic and Community Development							68,601.39		
ECD - Building									
VEN000513	DavisVision	APP020928	9/23/2014	101004119	BLDG-HEALTH AND DENTA	ins	29.56	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101004119	BLDG-HEALTH AND DENTA	ins	2,337.63	55071	9/23/2014
VEN001459	North Central Co-Op	APP021174	10/1/2014	101004226	BLDG-VEHICLE GAS	Unleaded fuel for Sept	282.56		
VEN000952	Indiana Association Of Building Officials	APP021218	10/2/2014	101004334	BLDG-TRAVEL/TRAINING/SE	Chapter 1-10 class Brownsbu	300.00		
Subtotal for ECD - Building							2,949.75		
Parks									
VEN001537	Payroll	APP020920	9/23/2014	101005111	PARKS-SALARY	sal	11,814.09	101092314	9/23/2014

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Fund No. Fund Name									
101	General								
	Parks								
VEN001537	Payroll	APP020920	9/23/2014	101005120	PARKS-FICA AND MEDICAR	fica	706.70	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101005120	PARKS-FICA AND MEDICAR	med	165.27	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101005121	PARKS-PERF	perf	1,594.90	101092314	9/23/2014
VEN000589	Duke Energy	APP020925	9/23/2014	101005341	PARKS-ELECTRIC	17415 Oak Ridge Rd	14.01	55069	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101005119	PARKS-HEALTH AND DENT	ins	59.12	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101005119	PARKS-HEALTH AND DENT	ins	5,386.06	55071	9/23/2014
VEN000345	Cave and Company Printing	APP020970	9/24/2014	101005337	PARKS-PRINTING	Envelopes	283.00		
VEN000030	Ace-Pak Products	APP020972	9/19/2014	101005224	PARKS-OPERATING SUPPLI	Toilet tissue	44.95		
VEN000794	Indy Portables	APP020973	9/24/2014	101005472	PARKS-EQUIP	500 Deerwalk Trace	80.00		
VEN000794	Indy Portables	APP020973	9/24/2014	101005472	PARKS-EQUIP	Little Eagle Creek	80.00		
VEN000794	Indy Portables	APP020973	9/24/2014	101005472	PARKS-EQUIP	Damaged Unit replaced urinal	150.00		
VEN000381	Cherry Street Plaza LLC	APP021050	9/25/2014	101005366	PARKS-BUILDING LEASE	Monthly rent for 330 Main St A	1,582.77	101092614	9/26/2014
VEN000381	Cherry Street Plaza LLC	APP021050	9/25/2014	101005366	PARKS-BUILDING LEASE	Increase effective 3/1/14	47.58	101092614	9/26/2014
VEN001459	North Central Co-Op	APP021174	10/1/2014	101005226	PARKS-VEHICLE GAS	Unleaded fuel for Sept	798.53		
VEN000589	Duke Energy	APP021200	10/2/2014	101005341	PARKS-ELECTRIC	2690 171st St	16.84	55083	10/2/2014
VEN000589	Duke Energy	APP021200	10/2/2014	101005341	PARKS-ELECTRIC	201 Mill St	64.46	55083	10/2/2014
VEN000794	Indy Portables	APP021257	10/3/2014	101005476	PARKS-EQUIP LEASES	500 Deerwalk portables	80.00		
VEN001747	Scat Pest Control	APP021258	10/3/2014	101005349	PARKS-SERVICES	Hornets nest in trees at Old F	165.00		
VEN001912	The Brickman Group LTD LLC	APP021327	10/7/2014	101005349	PARKS-SERVICES	Mowing 16322 Little Eagle Cr	315.00		
VEN000312	Busy Bee Cleaning Service	APP021328	10/7/2014	101005343	PARKS-BUILDING MAINTEN	Office cleaning at 340-330 Ma	260.00		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Asa Bales Park/restrooms	161.60		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Quaker Park/Splash	992.39		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Quaker Park/Splash	970.66		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Monon Trail GHP	14.20		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	211 S Union	24.00		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Asa Bales Park Irrig	35.04		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	302 S Union Irrig	35.64		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	151st and Carey Rd Roundab	101.50		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Old Frieds Cemetery Water F	14.57		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	151st Cool Creek Park Irrig	71.30		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Hadley Park	24.74		
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Simon Moon Park Drinking	10.99		

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Fund No. Fund Name									
101	General								
Parks									
VEN002336	Citizens Westfield	APP021332	10/7/2014	101005342	PARKS-WATER/SEWER	Quaker Park restrooms	1,968.97		
VEN001537	Payroll	APP021351	10/6/2014	101005111	PARKS-SALARY	sal	10,190.29		
VEN001537	Payroll	APP021351	10/6/2014	101005120	PARKS-FICA AND MEDICAR	fica	607.19		
VEN001537	Payroll	APP021351	10/6/2014	101005120	PARKS-FICA AND MEDICAR	med	142.01		
VEN001537	Payroll	APP021351	10/6/2014	101005121	PARKS-PERF	perf	1,375.69		
VEN000405	Citizens Energy Group	APP021354	10/7/2014	101005349	PARKS-SERVICES	Parks 330 and 340	12.40		
VEN000405	Citizens Energy Group	APP021354	10/7/2014	101005349	PARKS-SERVICES	201 Mill St	20.78		
Subtotal for Parks							40,482.24		
Informatics									
VEN000513	DavisVision	APP020928	9/23/2014	101007119	IT-HEALTH AND DENTAL	ins	65.98	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101007119	IT-HEALTH AND DENTAL	ins	4,665.83	55071	9/23/2014
VEN001894	Teresa Evans	APP021066	9/26/2014	101007334	IT-TRAVEL/TRAINING/SEMIN	IACT Conf	127.68	55085	10/2/2014
VEN000132	Apparatus	APP021067	9/26/2014	101007331	IT-CONSULTING	Service for August	5,750.00		
VEN000132	Apparatus	APP021068	9/26/2014	101007331	IT-CONSULTING	Services for Sept	5,750.00		
VEN000132	Apparatus	APP021068	9/26/2014	101007331	IT-CONSULTING	Onsite Support	1,500.00		
VEN000348	CDW Government Inc	APP021069	9/26/2014	101007451	IT-COMPUTER/EQUIP	Keyboard and mouse	243.68		
VEN002012	U.S. Bank Equipment Finance	APP021070	9/26/2014	101007337	IT-PRINTING	Rental on copy machines	1,328.90		
VEN000882	HHPA	APP021072	9/26/2014	101007349	IT-SERVICES	Aug and Sept services	2,050.00		
VEN000849	Hamilton County Treasurer	APP021073	9/26/2014	101007389	IT-SOFTWARE LICENSING	2014 digital orthophotography	5,836.00		
VEN001459	North Central Co-Op	APP021174	10/1/2014	101007226	IT-VEHICLE GAS	Unleaded fuel for Sept	186.73		
VEN002012	U.S. Bank Equipment Finance	APP021254	10/3/2014	101007337	IT-PRINTING	Copy machine rental	1,315.74		
VEN000617	elmanage Technology Group	APP021255	10/3/2014	101007331	IT-CONSULTING	ADX portal	3,000.00		
VEN000617	elmanage Technology Group	APP021255	10/3/2014	101007331	IT-CONSULTING	ADX portal	3,500.00		
VEN002012	U.S. Bank Equipment Finance	APP021259	10/3/2014	101007337	IT-PRINTING	Copy machine at Training Fac	87.72		
VEN000094	American Eagle Equipment	APP021277	10/6/2014	101007360	IT-VEHICLE REPAIR		300.00		
VEN000094	American Eagle Equipment	APP021277	10/6/2014	101007360	IT-VEHICLE REPAIR	Per Chris price went up to \$8	40.00		
Subtotal for Informatics							35,748.26		

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Fund No. Fund Name									
101	General								
Clerk Treasurer									
VEN001661	Reserve Account	APP020924	9/23/2014	101008333	CT-POSTAGE	Postage for machine	1,000.00	55070	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101008119	CT-HEALTH AND DENTAL	ins	65.98	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101008119	CT-HEALTH AND DENTAL	ins	3,651.05	55071	9/23/2014
VEN001940	The Times	APP020961	9/24/2014	101008338	CT-LEGAL NOTICES	Budget	97.83		
VEN000940	ILMCT	APP021024	9/25/2014	101008001	CT-UNAPPROPRIATED	state board class	300.00	55075	9/25/2014
VEN001537	Payroll	APP021150	9/30/2014	101008331	CT-CONSULTING	Processing charges for period	850.85	101093014	9/30/2014
VEN000837	Hamilton County Auditor Courthouse	APP021193	9/30/2014	101008349	CT-SERVICES	transfer	15.00	55080	9/30/2014
VEN000847	Hamilton County Recorder	APP021194	9/30/2014	101008349	CT-SERVICES	ordinances	385.00	55079	9/30/2014
VEN001637	Ray's Trash Service	APP021206	10/2/2014	101008349	CT-SERVICES	Cross shredder at Clerks offic	39.20		
VEN001677	Rje Business Interiors	APP021209	10/2/2014	101008223	CT-OFFICE SUPPLIES	Chair for Bev	471.83		
Subtotal for Clerk Treasurer							6,876.74		
Mayor									
VEN000513	DavisVision	APP020928	9/23/2014	101009119	MAYOR-HEALTH AND DENT	ins	12.14	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101009119	MAYOR-HEALTH AND DENT	ins	657.60	55071	9/23/2014
Subtotal for Mayor							669.74		

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Fund No. Fund Name									
101 General									
Public Works									
VEN001537	Payroll	APP020920	9/23/2014	101013111	PW-SALARY	sal	56,049.10	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101013120	PW-FICA AND MEDICARE	fica	3,283.10	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101013120	PW-FICA AND MEDICARE	med	767.82	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	101013121	PW-PERF	perf	7,316.20	101092314	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	101013119	PW-HEALTH AND DENTAL	ins	309.32	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	101013119	PW-HEALTH AND DENTAL	ins	21,753.95	55071	9/23/2014
VEN001828	STATE OF INDIANA	APP020959	9/24/2014	101013334	PW-TRAVEL/TRAINING/SEMI	ORCS funding resource traini	120.00		
VEN001940	The Times	APP021104	9/29/2014	101013350	PW-SUBS/DUES/MEMBERS	The Times at City Services 27	112.00		
VEN002097	Westfield Chamber Of Commerce	APP021106	9/29/2014	101013347	PW-PROMOTIONS	Lantern Awards Lollar and Ale	240.00		
VEN000030	Ace-Pak Products	APP021108	9/29/2014	101013223	PW-OFFICE SUPPLIES	Toilet tissue	161.94		
VEN001573	Pitney Bowes	APP021109	9/29/2014	101013333	PW-POSTAGE	Equip maint for 10/1/14-9/30/1	374.00		
VEN000345	Cave and Company Printing	APP021111	9/29/2014	101013223	PW-OFFICE SUPPLIES	Envelopes for Cust Ser	302.81		
VEN000617	elmanage Technology Group	APP021265	10/3/2014	101013451	PW-COMPUTER EQUIPMEN	CRM Inspection Module throu	7,187.50		
VEN000617	elmanage Technology Group	APP021265	10/3/2014	101013451	PW-COMPUTER EQUIPMEN	Scribe Software	7,500.00		
VEN000617	elmanage Technology Group	APP021266	10/3/2014	101013451	PW-COMPUTER EQUIPMEN	CRM Inspection Module hours	4,593.75		
VEN001573	Pitney Bowes	APP021292	10/7/2014	101013333	PW-POSTAGE	Rental charges for 7/1/14-9/3	180.00		
VEN001367	Midwest Toxicology Servic	APP021294	10/7/2014	101013334	PW-TRAVEL/TRAINING/SEMI	Sub Training for Angela and J	100.00		
VEN001603	ProSafeCDL	APP021299	10/7/2014	101013334	PW-TRAVEL/TRAINING/SEMI	Shepherd CDL skills test	100.00		
VEN001826	Staples	APP021300	10/7/2014	101013223	PW-OFFICE SUPPLIES	Office Supplies	116.87		
VEN001537	Payroll	APP021351	10/6/2014	101013111	PW-SALARY	sal	55,909.13		
VEN001537	Payroll	APP021351	10/6/2014	101013120	PW-FICA AND MEDICARE	fica	3,274.42		
VEN001537	Payroll	APP021351	10/6/2014	101013120	PW-FICA AND MEDICARE	med	765.78		
VEN001537	Payroll	APP021351	10/6/2014	101013121	PW-PERF	perf	7,279.08		
Subtotal for Public Works							177,796.77		
Subtotal for Fund 101 General							896,737.50		

Fund No. Fund Name

201 Motor Vehicle Highway (MVH)

Public Works									
VEN002234	Land Collective LLC	APP020893	9/18/2014	201013349	MVH-SERVICES	Grand Junction Landscape C	0.00	55031	9/22/2014
VEN000062	Aim Right Inc	APP021101	9/29/2014	201013472	MVH-EQUIP	36 sets of class 3 rain gear-thi	2,640.20		
VEN000062	Aim Right Inc	APP021101	9/29/2014	201013472	MVH-EQUIP	Freight Charge	21.60		

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Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Public Works									
VEN000975	Indiana Oxygen Company	APP021107	9/29/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Acetylene/Oxygen	23.50		
VEN001384	Milestone Contractors LLP	APP021110	9/29/2014	201013231	MVH-SUBGRADE MATERIAL	Surface	544.06		
VEN001716	Runyon Equipment Rental	APP021113	9/29/2014	201013476	MVH-EQUIP LEASES	Roller rental / Stone shoulder	2,525.00		
VEN001626	R and T Tire and Auto	APP021115	9/29/2014	201013345	MVH-EQUIP REPAIR	Road service/tractor tire	727.00		
VEN001723	S K Osborne	APP021116	9/29/2014	201013345	MVH-EQUIP REPAIR	Cartridge	55.63		
VEN001622	Quality Truck and Trailer	APP021117	9/29/2014	201013472	MVH-EQUIP	1192 KW rotate tires	120.00		
VEN000480	CSI Signs	APP021118	9/29/2014	201013472	MVH-EQUIP	VIP Parking at GP	175.00		
VEN000480	CSI Signs	APP021118	9/29/2014	201013472	MVH-EQUIP	AED @field sports bldg	178.61		
VEN001009	Indy Tire Center	APP021119	9/29/2014	201013345	MVH-EQUIP REPAIR	Tires	751.64		
VEN002706	KJM Trucking Inc	APP021120	9/29/2014	201013231	MVH-SUBGRADE MATERIAL	Springmill and SR 32	3,142.93		
VEN002706	KJM Trucking Inc	APP021149	9/30/2014	201013231	MVH-SUBGRADE MATERIAL	Spring Mill & SR 32	788.07		
VEN002706	KJM Trucking Inc	APP021149	9/30/2014	201013231	MVH-SUBGRADE MATERIAL	Spring Mill & SR 32	3,363.54		
VEN002706	KJM Trucking Inc	APP021149	9/30/2014	201013231	MVH-SUBGRADE MATERIAL	Spring Mill & SR 32	3,100.63		
VEN001459	North Central Co-Op	APP021174	10/1/2014	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel for Sept	8,987.75		
VEN000201	Baumgartner and Co	APP021195	10/1/2014	201013349	MVH-SERVICES	Resurface- 171st Street from	780.00		
VEN000589	Duke Energy	APP021199	10/2/2014	201013341	MVH-ELECTRIC	Farr Hills	77.15	55083	10/2/2014
VEN000589	Duke Energy	APP021199	10/2/2014	201013341	MVH-ELECTRIC	Farr Hills Hwy lights	58.86	55083	10/2/2014
VEN001363	Mid-state Truck Equipment	APP021221	10/2/2014	201013472	MVH-EQUIP	Plow cutting edge stock for wi	3,960.00		
VEN000739	Frontier	APP021246	10/3/2014	201013990	MVH-MISC	Damage at BC Shady Nook R	1,561.86	55088	10/3/2014
VEN001622	Quality Truck and Trailer	APP021296	10/7/2014	201013345	MVH-EQUIP REPAIR	Sterling	983.76		
VEN001622	Quality Truck and Trailer	APP021296	10/7/2014	201013345	MVH-EQUIP REPAIR	KW	23.28		
VEN001622	Quality Truck and Trailer	APP021296	10/7/2014	201013345	MVH-EQUIP REPAIR	Cust Pickup	23.28		
VEN002097	Westfield Chamber Qf Commerce	APP021297	10/7/2014	201013349	MVH-SERVICES	Lantern Awards Plaques	55.00		
VEN002234	Land Collective LLC	APP021306	10/7/2014	201013349	MVH-SERVICES	Grand Junction Landscape C	0.00		
VEN000480	CSI Signs	APP021316	10/7/2014	201013472	MVH-EQUIP	AED@field sports bldg	178.61		
VEN000480	CSI Signs	APP021316	10/7/2014	201013472	MVH-EQUIP	VIP Parking st GP	175.00		
VEN001758	SealMaster Indianapolis	APP021317	10/7/2014	201013990	MVH-MISC	Crack Sealing	9,756.00		
VEN001758	SealMaster Indianapolis	APP021317	10/7/2014	201013990	MVH-MISC	Crack Sealing	9,600.00		
VEN002706	KJM Trucking Inc	APP021318	10/7/2014	201013231	MVH-SUBGRADE MATERIAL	Springmill SR32	1,026.91		
VEN001778	Shelby Materials	APP021319	10/7/2014	201013231	MVH-SUBGRADE MATERIAL	GHP Curb replacement	386.00		
VEN001367	Midwest Toxicology Servic	APP021329	10/7/2014	201013349	MVH-SERVICES	Drug and Alcohol testing	328.00		
Subtotal for Public Works							56,118.87		

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Subtotal for Fund 201 Motor Vehicle Highway (MVH)							56,118.87		

Fund No. Fund Name

202 Local Road and Street (LRS)

Public Works									
VEN001305	Martin Tree Service	APP021100	9/29/2014	202013377	LRS-TREE TRIMMING	Tree removed at 141 South U	600.00		
VEN001368	Midwestern Electric	APP021102	9/29/2014	202013349	LRS-SERVICES	161st and Springmill	464.50		
VEN001716	Runyon Equipment Rental	APP021103	9/29/2014	202013472	LRS-EQUIPMENT	191st Street Saw	149.00		
Subtotal for Public Works							1,213.50		
Subtotal for Fund 202 Local Road and Street (LRS)							1,213.50		

Fund No. Fund Name

203 Fire Operating

Fire									
VEN001537	Payroll	APP020920	9/23/2014	203012111	FIRE-SALARY	sal	169,130.87	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	203012120	FIRE-FICA AND MEDICARE	fica	10,003.60	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	203012120	FIRE-FICA AND MEDICARE	med	2,339.56	101092314	9/23/2014
VEN001537	Payroll	APP020920	9/23/2014	203012121	FIRE-PERF	perf	32,495.76	101092314	9/23/2014
VEN000513	DavisVision	APP020928	9/23/2014	203012119	FIRE-HEALTH AND DENTAL	ins	753.76	55072	9/23/2014
VEN000052	Advantage HMO Health Plans	APP020930	9/23/2014	203012119	FIRE-HEALTH AND DENTAL	ins	49,843.76	55071	9/23/2014
VEN002036	USAutomatic Fire and Security	APP020946	9/24/2014	203012343	FIRE-BUILDING MAINTENAN		1,393.37		
VEN002928	Firehouse Software	APP020947	9/24/2014	203012349	FIRE-SERVICES		4,085.00		
VEN001826	Staples	APP020948	9/24/2014	203012223	FIRE-OFFICE SUPPLIES		242.34		
VEN001942	The Uniform House, Inc	APP020952	9/24/2014	203012229	FIRE-UNIFORMS		17.77		
VEN001140	Josh Southerland	APP020953	9/24/2014	203012229	FIRE-UNIFORMS		50.00	55073	9/24/2014
VEN000575	Donley Safety	APP020977	9/24/2014	203012229	FIRE-UNIFORMS		250.00		
VEN002028	UPS	APP020979	9/24/2014	203012333	FIRE-POSTAGE		18.50		
VEN000365	Chapman Electric Supply	APP020980	9/24/2014	203012343	FIRE-BUILDING MAINTENAN		109.54		
VEN000974	Indiana Newspapers	APP020981	9/24/2014	203012350	FIRE-SUBSCRIPTIONS/DUE		64.00		
VEN000966	Indiana Fire Chiefs Assoc	APP020982	9/24/2014	203012334	FIRE-TRAVEL/TRAINING/SE		630.00		
VEN000633	Embroidery Plus	APP020984	9/24/2014	203012229	FIRE-UNIFORMS		1,234.00		
VEN001573	Pitney Bowes	APP020985	9/24/2014	203012333	FIRE-POSTAGE		39.98		
VEN000682	Fastenal	APP020986	9/24/2014	203012472	FIRE-EQUIP		71.08		
VEN001637	Ray's Trash Service	APP021033	9/25/2014	203012349	FIRE-SERVICES	shredding	33.60		
VEN000903	Hoosier Fire Equipment	APP021058	9/26/2014	203012229	FIRE-UNIFORMS		203.10		
VEN000903	Hoosier Fire Equipment	APP021058	9/26/2014	203012472	FIRE-EQUIP		85.00		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000713	Flag and Banner Co.	APP021059	9/26/2014	203012343	FIRE-BUILDING MAINTENAN		101.00		
VEN000365	Chapman Electric Supply	APP021060	9/25/2014	203012343	FIRE-BUILDING MAINTENAN		112.79		
VEN000682	Fastenal	APP021061	9/25/2014	203012472	FIRE-EQUIP		392.26		
VEN001940	The Times	APP021071	9/26/2014	203012337	FIRE-PRINTING	Fire Dept Meeting	13.69		
VEN001573	Pitney Bowes	APP021170	10/1/2014	203012333	FIRE-POSTAGE		117.00		
VEN001738	Sams Club	APP021171	9/30/2014	203012224	FIRE-OPERATING SUPPLIES		1,331.86		
VEN000575	Donley Safety	APP021172	9/29/2014	203012360	FIRE-VEHICLE MAINT		1,780.38		
VEN000644	Enviro-max Inc	APP021173	9/29/2014	203012343	FIRE-BUILDING MAINTENAN		862.75		
VEN001459	North Central Co-Op	APP021174	10/1/2014	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel for Sept	1,732.19		
VEN001361	Mid America Elevator	APP021225	10/2/2014	203012343	FIRE-BUILDING MAINTENAN		54.55		
VEN001154	Kahlo Jeep	APP021238	10/3/2014	203012360	FIRE-VEHICLE MAINT		388.72		
VEN001363	Mid-state Truck Equipment	APP021239	10/3/2014	203012472	FIRE-EQUIP		6,525.00		
VEN000644	Enviro-max Inc	APP021240	10/3/2014	203012343	FIRE-BUILDING MAINTENAN		84.00		
VEN000644	Enviro-max Inc	APP021241	10/3/2014	203012343	FIRE-BUILDING MAINTENAN		378.00		
VEN001001	Industrial Maintenance Solutions	APP021242	10/3/2014	203012360	FIRE-VEHICLE MAINT		330.00		
VEN002336	Citizens Westfield	APP021243	10/3/2014	203012328	FIRE-GAS/HEAT		311.57	55086	10/3/2014
VEN000739	Frontier	APP021247	10/3/2014	203012343	FIRE-BUILDING MAINTENAN	Elevator Stamp machine	59.78	55088	10/3/2014
VEN002336	Citizens Westfield	APP021250	10/3/2014	203012342	FIRE-WATER/SEWER	Sta 82	194.69	55086	10/3/2014
VEN002336	Citizens Westfield	APP021250	10/3/2014	203012342	FIRE-WATER/SEWER	Sta 83 Fire Fill	92.40	55086	10/3/2014
VEN002336	Citizens Westfield	APP021250	10/3/2014	203012342	FIRE-WATER/SEWER	Sta 83 Domestic	285.36	55086	10/3/2014
VEN002097	Westfield Chamber Of Commerce	APP021297	10/7/2014	203012347	FIRE-PROMOTIONS	Lantern Awards Plaques	55.00		
VEN002213	Open Control Systems	APP021307	10/7/2014	203012343	FIRE-BUILDING MAINTENAN	Trouble with keypads	311.70		
VEN002336	Citizens Westfield	APP021339	10/7/2014	203012342	FIRE-WATER/SEWER		82.18		
VEN001826	Staples	APP021341	10/6/2014	203012223	FIRE-OFFICE SUPPLIES		59.99		
VEN001459	North Central Co-Op	APP021343	10/6/2014	203012226	FIRE-VEHICLE GAS/SUPPLIE		4,423.51		
VEN003011	Perfection Auto Glass	APP021344	10/7/2014	203012360	FIRE-VEHICLE MAINT		194.35		
VEN001154	Kahlo Jeep	APP021346	10/6/2014	203012360	FIRE-VEHICLE MAINT		24.40		
VEN001504	Paddacks Wrecker Service	APP021347	10/7/2014	203012360	FIRE-VEHICLE MAINT		285.00		
VEN002892	NAPA OF WESTFIELD	APP021349	10/6/2014	203012360	FIRE-VEHICLE MAINT		1,083.44		
VEN001537	Payroll	APP021351	10/6/2014	203012111	FIRE-SALARY	sal	169,961.52		
VEN001537	Payroll	APP021351	10/6/2014	203012120	FIRE-FICA AND MEDICARE	fica	10,055.10		
VEN001537	Payroll	APP021351	10/6/2014	203012120	FIRE-FICA AND MEDICARE	med	2,351.57		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN001537	Payroll	APP021351	10/6/2014	203012121	FIRE-PERF	perf	32,448.39		
VEN000405	Citizens Energy Group	APP021353	10/7/2014	203012328	FIRE-GAS/HEAT	Sta 83	195.64		
Subtotal for Fire							509,774.37		
Subtotal for Fund 203 Fire Operating							509,774.37		
Fund No. Fund Name									
204 Park Impact									
Parks									
VEN002234	Land Collective LLC	APP020893	9/18/2014	204005349	PARK IMPACT-SERVICES	Grand Junction Landscape C	112,313.90	55031	9/22/2014
VEN002234	Land Collective LLC	APP021306	10/7/2014	204005349	PARK IMPACT-SERVICES	Grand Junction Landscape C	89,413.75		
Subtotal for Parks							201,727.65		
Public Works									
VEN001879	T.M.T Inc	APP020954	9/26/2014	204005349	PARK IMPACT-SERVICES	Grand Park Trees - 3 Marmo	39,933.00		
VEN002019	United Consulting Engineers	APP021312	10/7/2014	204005349	PARK IMPACT-SERVICES	Capital Project Consulting - C	2,235.00		
Subtotal for Public Works							42,168.00		
Subtotal for Fund 204 Park Impact							243,895.65		

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Fund No. Fund Name									
206	Parks Programming/Events								
Parks									
VEN001971	Tom Gidman	APP020911	9/22/2014	206005347	PARKS PROGRAM/PROMOT	grand junction derby/ short pd	25.00	55067	9/22/2014
VEN000345	Cave and Company Printing	APP020962	9/24/2014	206005349	PARKS PROGRAM/SERVICE	Westfield in Lights posters an	1,044.65		
VEN001716	Runyon Equipment Rental	APP020965	9/24/2014	206005347	PARKS PROGRAM/PROMOT	Asa Bales WR4	3,658.98		
VEN000726	Franciosi Fitness Performance	APP021235	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Four classes of HIIT Boot Ca	160.00		
VEN002270	Midwest Taekwondo Academy	APP021236	10/3/2014	206005349	PARKS PROGRAM/SERVICE	September Taekwondo Class	215.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Flag Football for September	175.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Lego Robotics for September	450.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Soccer for Parent and Child in	280.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Soccer in Motion for Septemb	140.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Tee Ball for Parent and Child f	140.00		
VEN001397	Motions Inc	APP021237	10/3/2014	206005349	PARKS PROGRAM/SERVICE	Tee Ball in Motion for Septem	385.00		
VEN001236	Leedy s Trophy Center Inc	APP021256	10/3/2014	206005347	PARKS PROGRAM/PROMOT	Grand Junction Derby	322.50		
VEN000794	Indy Portables	APP021260	10/3/2014	206005347	PARKS PROGRAM/PROMOT	Voices from the Past portable	170.00		
VEN000942	Imagery LLC	APP021280	10/6/2014	206005347	PARKS PROGRAM/PROMOT	10 Baskets for October Celeb	230.00		
VEN000942	Imagery LLC	APP021280	10/6/2014	206005347	PARKS PROGRAM/PROMOT	4 Awards for October Celebra	260.00		
VEN000942	Imagery LLC	APP021280	10/6/2014	206005347	PARKS PROGRAM/PROMOT	Set up charge for October Cel	75.00		
VEN000942	Imagery LLC	APP021280	10/6/2014	206005347	PARKS PROGRAM/PROMOT	Shipping and Handling Placeh	100.00		
VEN000942	Imagery LLC	APP021280	10/6/2014	206005347	PARKS PROGRAM/PROMOT	Shipping came in lower	-52.57		
VEN000229	Beth Maier Photography	APP021315	10/7/2014	206005347	PARKS PROGRAM/PROMOT	Photo sessions for movies at t	50.00		
VEN000345	Cave and Company Printing	APP021325	10/7/2014	206005347	PARKS PROGRAM/PROMOT	Westfield in Lights	39.00		
VEN000401	Cindy Olson	APP021326	10/7/2014	206005349	PARKS PROGRAM/SERVICE	Scarves for WIL	31.01		
Subtotal for Parks							7,898.57		
Subtotal for Fund 206 Parks Programming/Events							7,898.57		

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Fund No. Fund Name									
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN002019	United Consulting Engineers	APP020958	9/24/2014	264013349	ROAD IMPACT-SERVICES	Supplemental Agreement #1	3,828.00		
VEN000530	Delello and Sons Asphalt	APP021112	9/29/2014	264013349	ROAD IMPACT-SERVICES	Road repair in Oak Manor	13,500.00		
VEN000530	Delello and Sons Asphalt	APP021112	9/29/2014	264013349	ROAD IMPACT-SERVICES	Invoice came in \$200 higher/P	200.00		
VEN002019	United Consulting Engineers	APP021210	10/2/2014	264013349	ROAD IMPACT-SERVICES	Supplemental Agreement #1	10,662.00		
VEN000201	Baumgartner and Co	APP021313	10/7/2014	264013349	ROAD IMPACT-SERVICES	Spring Resurfacing for Oak Ri	188,888.81		
VEN000201	Baumgartner and Co	APP021313	10/7/2014	264013349	ROAD IMPACT-SERVICES	Extra milling per Mike okay to	5,515.62		
VEN001384	Milestone Contractors LLP	APP021336	10/7/2014	264013349	ROAD IMPACT-SERVICES	Potholes	117.41		
VEN000218	Bernardin Lochmueller and Assoc.	APP021356	10/7/2014	264013349	ROAD IMPACT-SERVICES	Mill St. & PH01 Reg Det Desi	8,674.74		
VEN000218	Bernardin Lochmueller and Assoc.	APP021356	10/7/2014	264013349	ROAD IMPACT-SERVICES	Amend #1 for Mill St Design	1,799.94		
VEN000218	Bernardin Lochmueller and Assoc.	APP021356	10/7/2014	264013349	ROAD IMPACT-SERVICES	Amend #2 for Mill St Design	35,869.65		
	Subtotal for Public Works						269,056.17		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							269,056.17		
Fund No. Fund Name									
268	Emergency Medical and Equip								
	Fire								
VEN000065	Airgas Mid America	APP020949	9/24/2014	268012224	EMS-OPERATING SUPPLIES		40.49		
VEN000266	Bound Tree Medical	APP020950	9/24/2014	268012224	EMS-OPERATING SUPPLIES		575.20		
VEN000403	Ciproms Inc	APP020951	9/24/2014	268012349	EMS-SERVICES		1,389.76		
VEN000266	Bound Tree Medical	APP020978	9/24/2014	268012224	EMS-OPERATING SUPPLIES		1,274.53		
VEN001050	IU Health Ball Memorial Hospital	APP020983	9/24/2014	268012224	EMS-OPERATING SUPPLIES		312.91		
VEN003000	John Bush Jr	APP021227	10/2/2014	268012349	EMS-SERVICES		7.91		
VEN003001	Leroy Cooper	APP021228	10/2/2014	268012349	EMS-SERVICES		669.00		
VEN000065	Airgas Mid America	APP021342	10/6/2014	268012224	EMS-OPERATING SUPPLIES		26.58		
VEN000266	Bound Tree Medical	APP021345	10/7/2014	268012224	EMS-OPERATING SUPPLIES		173.49		
	Subtotal for Fire						4,469.87		
Subtotal for Fund 268 Emergency Medical and Equip							4,469.87		

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Fund No. Fund Name									
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN000405	Citizens Energy Group	APP020926	9/23/2014	269014342	TRAINING FAC-WATER/SE	Water usage at Training Facil	15.61	55068	9/23/2014
VEN002048	Vectren	APP021202	10/2/2014	269014328	TRAINING FAC-HEAT/GAS		119.50	55084	10/2/2014
VEN002048	Vectren	APP021203	10/2/2014	269014328	TRAINING FAC-HEAT/GAS		20.39	55084	10/2/2014
VEN000312	Busy Bee Cleaning Service	APP021204	10/2/2014	269014349	TRAINING FAC-SERVICES		185.00		
VEN000589	Duke Energy	APP021205	10/2/2014	269014341	TRAINING FAC-ELECTRIC	Training Facility Fire Dept	440.42	55083	10/2/2014
VEN000589	Duke Energy	APP021205	10/2/2014	269014341	TRAINING FAC-ELECTRIC	Training Facility Const Temp	77.29	55083	10/2/2014
VEN000205	Beaver Gravel Corp	APP021212	10/2/2014	269014343	TRAINING FAC-BUILDING M		363.37		
VEN000905	Hoosier Portable Restroom	APP021213	10/2/2014	269014349	TRAINING FAC-SERVICES		160.00		
VEN000205	Beaver Gravel Corp	APP021214	10/2/2014	269014343	TRAINING FAC-BUILDING M	Crushed concrete Training Ce	304.93		
VEN000891	Hittle Landscaping	APP021215	10/2/2014	269014349	TRAINING FAC-SERVICES	Mulch	237.00		
VEN002191	City of Noblesville Utilities	APP021333	10/7/2014	269014342	TRAINING FAC-WATER/SE	Sept sewer charges	18.41		
	Subtotal for Public Safety (Police and Fire)						1,941.92		
Subtotal for Fund 269 Training Facility Center							1,941.92		
Fund No. Fund Name									
305	Grand Junction TIF								
	RDC								
VEN001420	National Bank of Indianapolis	APP021201	10/2/2014	305018400	GRAND JUNCTION LAND PU	Loan pmt GJ land purchase	25,221.23		
	Subtotal for RDC						25,221.23		
Subtotal for Fund 305 Grand Junction TIF							25,221.23		

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Fund No. Fund Name									
313	2012 and 2013 COIT BAN Construction								
Grand Park									
VEN001362	Mid-America Golf and Landscape	APP020964	9/24/2014	313015474	2012-13 COIT BAN-CONSTR	Irrigation & Soccer Fields	5,888.00		
VEN001362	Mid-America Golf and Landscape	APP020964	9/24/2014	313015474	2012-13 COIT BAN-CONSTR	CO#05 for Soccer and Baseb	23,499.50		
VEN001362	Mid-America Golf and Landscape	APP020964	9/24/2014	313015474	2012-13 COIT BAN-CONSTR	CO#06 for Soccer and Baseb	245,915.32		
VEN000304	Bullseye Fence Design Inc	APP021049	9/25/2014	313015474	2012-13 COIT BAN-CONSTR	Baseball Fencing	28,264.70		
VEN000304	Bullseye Fence Design Inc	APP021049	9/25/2014	313015474	2012-13 COIT BAN-CONSTR	Baseball Fencing CO#02	1,014.00		
VEN000304	Bullseye Fence Design Inc	APP021049	9/25/2014	313015474	2012-13 COIT BAN-CONSTR	Baseball Fencing CO#03	27,450.00		
VEN000437	Commercial Irrigation and Turf	APP021057	9/26/2014	313015474	2012-13 COIT BAN-CONSTR	TSGR Irrigation Work	1,000.00		
VEN000437	Commercial Irrigation and Turf	APP021057	9/26/2014	313015474	2012-13 COIT BAN-CONSTR	TSGR Change Order #01	22,111.00		
VEN000437	Commercial Irrigation and Turf	APP021057	9/26/2014	313015474	2012-13 COIT BAN-CONSTR	TSGR Change Order #02	-1,000.10		
VEN000473	Crider and Crider	APP021151	9/30/2014	313015474	2012-13 COIT BAN-CONSTR	TSGR Earthwork	305,999.71		
VEN000437	Commercial Irrigation and Turf	APP021252	10/3/2014	313015474	2012-13 COIT BAN-CONSTR	Irrigation	160,569.68		
VEN000437	Commercial Irrigation and Turf	APP021252	10/3/2014	313015474	2012-13 COIT BAN-CONSTR	Baseball Common Area Irrigat	12,487.55		
VEN000437	Commercial Irrigation and Turf	APP021252	10/3/2014	313015474	2012-13 COIT BAN-CONSTR	Baseball Common Area Irrigat	207,264.18		
VEN003010	Tank and Piping Contractors	APP021321	10/6/2014	313015474	2012-13 COIT BAN-CONSTR	HVAC Troubleshooting	383.75		
VEN001912	The Brickman Group LTD LLC	APP021324	10/7/2014	313015474	2012-13 COIT BAN-CONSTR	Misc Irrigation Adj & Seeding	7,004.00		
VEN002613	ERMCO Inc	APP021331	10/7/2014	313015474	2012-13 COIT BAN-CONSTR	Electrical Repair at Batting Ca	521.00		
VEN002138	Williams Creek Consulting Inc	APP021357	10/7/2014	313015474	2012-13 COIT BAN-CONSTR	Wetlands Monitoring for GP	3,903.50		
Subtotal for Grand Park							1,052,275.79		
Subtotal for Fund 313 2012 and 2013 COIT BAN Construction							1,052,275.79		
Fund No. Fund Name									
316	Main St TIF 2011B								
Clerk Treasurer									
VEN001652	Regions Bank	APP021023	9/25/2014	316008280	MAIN ST TIF DEBT	main st bond	48,017.50	55074	9/25/2014
Subtotal for Clerk Treasurer							48,017.50		
Subtotal for Fund 316 Main St TIF 2011B							48,017.50		

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Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
VEN001637	Ray's Trash Service	APP021148	9/30/2014	640015349	SPORTS CAMPUS-SERVICE	711 E 191st	286.32		
VEN002228	Indiana Sports Properties	APP021186	10/1/2014	640015349	SPORTS CAMPUS-SERVICE	Property Management for Gra	21,500.00		
VEN002959	Grand Park Sports LLC	APP021222	10/2/2014	640015349	SPORTS CAMPUS-SERVICE	August services	27,500.00		
VEN002959	Grand Park Sports LLC	APP021222	10/2/2014	640015349	SPORTS CAMPUS-SERVICE	April-July services	30,000.00		
VEN002959	Grand Park Sports LLC	APP021223	10/2/2014	640015349	SPORTS CAMPUS-SERVICE	Sept services	27,500.00		
VEN002958	Indiana Soccer Asso	APP021224	10/2/2014	640015349	SPORTS CAMPUS-SERVICE	Hotel Rebate for Indiana Socc	4,986.00		
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015349	SPORTS CAMPUS-SERVICE	Late fees for 18685 18684 18	33.07	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Sewer for Soccer Umpire Bld	118.21	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Sewer for Baseball Concessio	118.21	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Sewer for Baseball Umpires	118.21	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Sewer for Baseball Concessio	118.21	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Water for Soccer Umpire Bldg	142.59	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Water for Baseball Concessio	131.57	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Water for Baseball Umpires	133.54	1052	10/3/2014
VEN002336	Citizens Westfield	APP021249	10/3/2014	640015341	SPORTS CAMPUS-ELECTRI	Water for Baseball Concessio	135.51	1052	10/3/2014
Subtotal for Grand Park							112,821.44		
Subtotal for Fund 640 Sports Campus Operating							112,821.44		
Fund No. Fund Name									
641 Supplemental Reserv									
Administration									
VEN002802	Crossroads Document Serv	APP021302	10/7/2014	641001349	SUPPLE RESERV CONTR S	Boxes of documents scanned	10,700.00		
Subtotal for Administration							10,700.00		
Subtotal for Fund 641 Supplemental Reserv							10,700.00		
Fund No. Fund Name									
646 WestfieldConnects									
WestfieldConnects									
VEN001462	Northern Lights	APP021141	9/30/2014	646019349	WESTFIELDCONNECTS-SE	Emergency call outs for Augu	125.00		
VEN000965	Indiana Fiber Network	APP021147	9/30/2014	646019349	WESTFIELDCONNECTS-SE	Generator/Power Monitoring	140.00		
Subtotal for WestfieldConnects							265.00		
Subtotal for Fund 646 WestfieldConnects							265.00		

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Fund No. Fund Name									
651 Infrastructure Improv									
Public Works									
VEN002019	United Consulting Engineers	APP020956	9/24/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	1,670.00		
VEN002019	United Consulting Engineers	APP020957	9/24/2014	651013474	INFRASTRUCTURE IMPRO	Midland Monon Trail Anna Ke	15,699.87		
VEN002038	USI Consultants, Inc	APP020960	9/24/2014	651013474	INFRASTRUCTURE IMPRO	Supplement Agreement 1 Con	63,535.00		
VEN000596	E and B Paving Inc	APP021137	9/29/2014	651013474	INFRASTRUCTURE IMPRO		181,516.31		
VEN002067	VS Engineering	APP021153	9/30/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2172/191st Roa	36,655.00		
VEN000201	Baumgartner and Co	APP021196	10/1/2014	651013474	INFRASTRUCTURE IMPRO	Resurface- Countryside Blvd -	460.85		
VEN000201	Baumgartner and Co	APP021196	10/1/2014	651013474	INFRASTRUCTURE IMPRO	Shoulders and Pavement Mar	5,615.79		
VEN000673	F E Harding	APP021211	10/2/2014	651013474	INFRASTRUCTURE IMPRO	Resurfacing - Infrared Patchin	0.00		
VEN000673	F E Harding	APP021211	10/2/2014	651013474	INFRASTRUCTURE IMPRO	2014 Fall Resurfacing	55,850.00		
VEN000103	American Structurepoint Inc	APP021216	10/2/2014	651013474	INFRASTRUCTURE IMPRO	Replaces PO2171/Grand Par	6,850.00		
VEN000849	Hamilton County Treasurer	APP021261	10/2/2014	651013474	INFRASTRUCTURE IMPRO	Parcel 09-09-01-00-00-014.00	5,500.00		
VEN003005	Roger Kilburn	APP021272	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail Phase 6 Parcel 9	4,887.50		
VEN003006	Ronald Kilburn	APP021273	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail Phase 6 Parcel 9	4,261.09		
VEN003007	Timothy Kilburn	APP021274	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail Phase 6 Parcel 9	4,261.09		
VEN003008	Richard Kilburn	APP021275	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail Phase 6 Parcel 9	4,261.09		
VEN000849	Hamilton County Treasurer	APP021276	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail Phase 6 Parcel 9	1,879.23		
VEN001364	Midwest Paving LLC	APP021279	10/6/2014	651013474	INFRASTRUCTURE IMPRO	Mill/Overlay 156th between tw	14,851.57		
VEN001637	Ray's Trash Service	APP021298	10/7/2014	651013474	INFRASTRUCTURE IMPRO	Springmill and 156th St Utility	2,937.16		
VEN002019	United Consulting Engineers	APP021304	10/7/2014	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	600.00		
VEN002019	United Consulting Engineers	APP021305	10/7/2014	651013474	INFRASTRUCTURE IMPRO	Midland Monon Trail Anna Ke	9,354.00		
VEN001778	Shelby Materials	APP021319	10/7/2014	651013474	INFRASTRUCTURE IMPRO	Parking lot repair 2728 171st	234.00		
VEN002209	SBS Group	APP021337	10/7/2014	651013474	INFRASTRUCTURE IMPRO	CRM IPM Global Imlementatio	4,000.00		
VEN002209	SBS Group	APP021337	10/7/2014	651013474	INFRASTRUCTURE IMPRO	CRM IPM Global Imlementatio	4,000.00		
VEN002209	SBS Group	APP021337	10/7/2014	651013474	INFRASTRUCTURE IMPRO	CRM IPM Global Imlementatio	280.00		
VEN002209	SBS Group	APP021337	10/7/2014	651013474	INFRASTRUCTURE IMPRO	CRM IPM Global Imlementatio	2,360.00		
VEN002209	SBS Group	APP021337	10/7/2014	651013474	INFRASTRUCTURE IMPRO	CRM IPM Global Imlementatio	240.00		
Subtotal for Public Works							431,759.55		
Subtotal for Fund 651 Infrastructure Improv							431,759.55		

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Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN001537	Payroll	APP020919	9/23/2014	701008110	PAYROLL-NET SALARIES	net sal	312,171.87	102092514	9/25/2014
VEN000920	Huntington National Bank	APP020922	9/23/2014	701008131	PAYROLL-EMPLOYER'S FIC	fica	26,914.43	101092514	9/25/2014
VEN000920	Huntington National Bank	APP020922	9/23/2014	701008132	PAYROLL-EMPLOYER'S ME	med	6,294.50	101092514	9/25/2014
VEN000920	Huntington National Bank	APP020922	9/23/2014	701008921	PAYROLL-FEDERAL WITHH	fed	51,268.43	101092514	9/25/2014
VEN000920	Huntington National Bank	APP020922	9/23/2014	701008922	PAYROLL-EMPLOYEE FICA	fica	26,914.55	101092514	9/25/2014
VEN000920	Huntington National Bank	APP020922	9/23/2014	701008922	PAYROLL-EMPLOYEE FICA	med	6,294.48	101092514	9/25/2014
VEN000959	Indiana Dept Of Revenue	APP020923	9/23/2014	701008923	PAYROLL-STATE WITHHOL	state	14,150.63	103092514	9/25/2014
VEN000959	Indiana Dept Of Revenue	APP020923	9/23/2014	701008923	PAYROLL-STATE WITHHOL	coit	4,544.64	103092514	9/25/2014
VEN000052	Advantage HMO Health Plans	APP020929	9/23/2014	701008930	PAYROLL-INS. DED	ins	2,806.34	16245	9/23/2014
VEN000163	Aul Retirement	APP020936	9/23/2014	701008931	PAYROLL-401A MATCHING-	retirement	11,395.15	100092314	9/23/2014
VEN000163	Aul Retirement	APP020937	9/23/2014	701008931	PAYROLL-401A MATCHING-	loan	3,938.59	101092314	9/23/2014
VEN000703	Fire Fighters Credit Union	APP020987	9/24/2014	701008141	PAYROLL-UNION DUES	union dues	1,772.36	16246	9/24/2014
VEN000948	IN Family and Social Services Admin	APP020988	9/24/2014	701008140	PAYROLL-SUPPORT WITHH	child support	2,222.42	100092514	9/25/2014
VEN001864	Supporting heroes	APP020989	9/24/2014	701008991	PAYROLL-MISC	contributions	125.50	16248	9/24/2014
VEN001583	Police and Firemen's Insurance	APP020990	9/24/2014	701008930	PAYROLL-INS. DED	ins	69.12	16247	9/24/2014
VEN000008	77 Police and Fire Fund	APP021124	9/29/2014	701008133	PAYROLL-PERF	non civilian perf	47,240.16	104092514	9/30/2014
VEN001550	PERF	APP021125	9/29/2014	701008133	PAYROLL-PERF	civilian perf	34,211.99	105092514	9/30/2014
VEN000920	Huntington National Bank	APP021286	10/6/2014	701008131	PAYROLL-EMPLOYER'S FIC	FICA	26,481.63	101100914	10/9/2014
VEN000920	Huntington National Bank	APP021286	10/6/2014	701008132	PAYROLL-EMPLOYER'S ME	Med	6,193.28	101100914	10/9/2014
VEN000920	Huntington National Bank	APP021286	10/6/2014	701008921	PAYROLL-FEDERAL WITHH	Federal	50,027.96	101100914	10/9/2014
VEN000920	Huntington National Bank	APP021286	10/6/2014	701008922	PAYROLL-EMPLOYEE FICA	FICA	26,481.46	101100914	10/9/2014
VEN000920	Huntington National Bank	APP021286	10/6/2014	701008922	PAYROLL-EMPLOYEE FICA	Med	6,193.26	101100914	10/9/2014
VEN000959	Indiana Dept Of Revenue	APP021287	10/6/2014	701008923	PAYROLL-STATE WITHHOL	State	13,918.49	102100914	10/9/2014
VEN000959	Indiana Dept Of Revenue	APP021287	10/6/2014	701008923	PAYROLL-STATE WITHHOL	COIT	4,482.09	102100914	10/9/2014
VEN001537	Payroll	APP021352	10/6/2014	701008110	PAYROLL-NET SALARIES	net	307,073.29		
Subtotal for Clerk Treasurer							993,186.62		
Subtotal for Fund 701 Payroll							993,186.62		
Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN001537	Payroll	APP020921	9/23/2014	900016111	STORM-SALARY	sal	2,298.40	101092414	9/24/2014

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Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN001537	Payroll	APP020921	9/23/2014	900016120	STORM-FICA AND MEDICAR	fica	142.50	101092414	9/24/2014
VEN001537	Payroll	APP020921	9/23/2014	900016120	STORM-FICA AND MEDICAR	med	33.35	101092414	9/24/2014
VEN001537	Payroll	APP020921	9/23/2014	900016121	STORM-PERF	perf	310.28	101092414	9/24/2014
VEN001822	St Regis Culverts	APP020955	9/24/2014	900016475	STORM-INFRASTRUCTURE	Culvert replacement on 191st	237.38		
VEN001056	J and S Contractors	APP021077	9/29/2014	900016475	STORM-INFRASTRUCTURE	Ridgewood 300' SSD and 2 s	9,850.00		
VEN001056	J and S Contractors	APP021078	9/29/2014	900016475	STORM-INFRASTRUCTURE	Install Storm structure @ 150	1,700.00		
VEN001056	J and S Contractors	APP021079	9/29/2014	900016434	STORM-STORMWATER MIS	Re-grade swale and install 60	2,975.57		
VEN001056	J and S Contractors	APP021080	9/29/2014	900016434	STORM-STORMWATER MIS	Remove and replace 10' of cu	4,500.00		
VEN001056	J and S Contractors	APP021081	9/29/2014	900016434	STORM-STORMWATER MIS	Culvert repair on south 171st	2,150.00		
VEN001056	J and S Contractors	APP021082	9/29/2014	900016475	STORM-INFRASTRUCTURE		2,500.00		
VEN002947	Zoe Shreffler	APP021084	9/29/2014	900016370	STORMWATER-REFUND		1.56		
VEN002946	David and Laura Juntgen	APP021085	9/29/2014	900016370	STORMWATER-REFUND		269.15		
VEN002934	Jodi Stasia	APP021086	9/29/2014	900016370	STORMWATER-REFUND		1.01		
VEN002935	Daniel and Mary Milligan	APP021087	9/29/2014	900016370	STORMWATER-REFUND		1.74		
VEN002932	Linda Waddick	APP021088	9/29/2014	900016370	STORMWATER-REFUND		1.65		
VEN002933	Barbara Lyons	APP021089	9/29/2014	900016370	STORMWATER-REFUND		1.01		
VEN002931	James Bittner	APP021090	9/29/2014	900016370	STORMWATER-REFUND		1.65		
VEN002930	SANRA Beach	APP021091	9/29/2014	900016370	STORMWATER-REFUND		1.10		
VEN002929	Orleans Holding	APP021092	9/29/2014	900016370	STORMWATER-REFUND		2.02		
VEN002945	Elizabeth Abbos	APP021093	9/29/2014	900016370	STORMWATER-REFUND		12.76		
VEN002937	Ron and Cheryl Gennaro	APP021094	9/29/2014	900016370	STORMWATER-REFUND		7.37		
VEN002936	Katey Holcomb	APP021095	9/29/2014	900016370	STORMWATER-REFUND		1.38		
VEN002938	Robert Amand	APP021096	9/29/2014	900016370	STORMWATER-REFUND		1.01		
VEN002939	Michael Hartman	APP021097	9/29/2014	900016370	STORMWATER-REFUND		5.50		
VEN002953	Tim Bateson	APP021098	9/29/2014	900016370	STORMWATER-REFUND		1.65		
VEN002954	Kristen Bader	APP021099	9/29/2014	900016370	STORMWATER-REFUND		4.80		
VEN002424	IUPPS	APP021105	9/29/2014	900016309	STORM-CONSULTING FEES	Services for July	1,395.90		
VEN002040	Utility Pipe Sales of IN	APP021114	9/29/2014	900016474	STORM-CONSTRUCTION C	McDonalds Water Line Exten	33,798.91		
VEN002040	Utility Pipe Sales of IN	APP021114	9/29/2014	900016474	STORM-CONSTRUCTION C	McDonalds Water Line Exten	1,241.74		
VEN002040	Utility Pipe Sales of IN	APP021114	9/29/2014	900016474	STORM-CONSTRUCTION C	McDonalds Water Line Exten	1,733.85		
VEN000608	Eco-Infrastrcture Solution	APP021142	9/30/2014	900016475	STORM-INFRASTRUCTURE	Westfield treatment plant	590.00		
VEN000597	Everett J Prescott Inc	APP021143	9/30/2014	900016475	STORM-INFRASTRUCTURE	Straw blanket/stock	84.00		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN000597	Everett J Prescott Inc	APP021143	9/30/2014	900016475	STORM-INFRASTRUCTURE	Straw blanket/stock	126.00		
VEN001778	Shelby Materials	APP021144	9/30/2014	900016475	STORM-INFRASTRUCTURE	904 E 191st	260.00		
VEN001778	Shelby Materials	APP021145	9/30/2014	900016231	STORM-SUBGRADE MATERI	Westfield Park Dr	824.00		
VEN001783	Sherwin-Williams	APP021146	9/30/2014	900016474	STORM-CONSTRUCTION C	Mill and Jersey rental equip s	55.00		
VEN002193	Christopher Burke	APP021187	10/1/2014	900016309	STORM-CONSULTING FEES	Stormwater Utility Rate Study	0.00		
VEN002193	Christopher Burke	APP021187	10/1/2014	900016309	STORM-CONSULTING FEES	Stormwater Utility Rate Study	1,977.02		
VEN002193	Christopher Burke	APP021220	10/2/2014	900016309	STORM-CONSULTING FEES	Stormwater Utility Rate Study	0.00		
VEN002193	Christopher Burke	APP021220	10/2/2014	900016309	STORM-CONSULTING FEES	Stormwater Utility Rate Study	825.50		
VEN000517	Daystar Directional Drilling	APP021253	10/3/2014	900016434	STORM-STORMWATER MIS	Sump repair for 1027 Waterto	550.00		
VEN001056	J and S Contractors	APP021278	10/6/2014	900016434	STORM-STORMWATER MIS	Storm Repairs	5,800.00		
VEN002424	IUPPS	APP021293	10/7/2014	900016309	STORM-CONSULTING FEES	August tickets	1,434.60		
VEN000891	Hittle Landscaping	APP021295	10/6/2014	900016475	STORM-INFRASTRUCTURE	Oakridge Rd. Swale Repair/P	5,027.17		
VEN002234	Land Collective LLC	APP021306	10/7/2014	900016309	STORM-CONSULTING FEES	GJ - Reimbursable Expenses	4,660.88		
VEN000891	Hittle Landscaping	APP021314	10/7/2014	900016474	STORM-CONSTRUCTION C	Re-grade rear swale @ 741 M	1,071.15		
VEN001778	Shelby Materials	APP021320	10/7/2014	900016475	STORM-INFRASTRUCTURE	191st and Tomlinson Storm C	209.00		
VEN003009	Hagerman Inc	APP021330	10/7/2014	900016309	STORM-CONSULTING FEES	Estimating Services for The J	3,600.00		
VEN000879	Heritage-crystal Clean	APP021334	10/7/2014	900016473	STORM-VEHICLE LEASES	VAC service	548.06		
VEN001384	Milestone Contractors LLP	APP021335	10/7/2014	900016475	STORM-INFRASTRUCTURE	Culvert Repair	176.41		
VEN001537	Payroll	APP021350	10/6/2014	900016111	STORM-SALARY	sal	2,298.40		
VEN001537	Payroll	APP021350	10/6/2014	900016120	STORM-FICA AND MEDICAR	fica	142.50		
VEN001537	Payroll	APP021350	10/6/2014	900016120	STORM-FICA AND MEDICAR	med	33.32		
VEN001537	Payroll	APP021350	10/6/2014	900016121	STORM-PERF	perf	310.28		
VEN003013	Bangor Investments	APP021358	10/7/2014	900016370	STORMWATER-REFUND		15.83		
VEN003014	Mark Anderson	APP021359	10/7/2014	900016370	STORMWATER-REFUND		7.00		
VEN003015	Michael Stigler	APP021360	10/7/2014	900016370	STORMWATER-REFUND		45.72		
VEN003016	Gregory McCourt	APP021361	10/7/2014	900016370	STORMWATER-REFUND		87.95		
VEN003017	Victoria Trittipo	APP021362	10/7/2014	900016370	STORMWATER-REFUND		5.45		
VEN003018	Acacia Rose	APP021363	10/7/2014	900016370	STORMWATER-REFUND		7.28		
VEN002618	Christ United Methodist Church	APP021364	10/7/2014	900016370	STORMWATER-REFUND		1.93		
VEN003019	Virginia Balutew	APP021365	10/7/2014	900016370	STORMWATER-REFUND		50.34		
VEN003020	Amy Biggs	APP021366	10/7/2014	900016370	STORMWATER-REFUND		4.22		
VEN003021	Patti Maxberry	APP021367	10/7/2014	900016370	STORMWATER-REFUND		26.56		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/18/14..10/07/14

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
900	Stormwater								
	Subtotal for Stormwater						96,038.81		
	Subtotal for Fund 900 Stormwater						96,038.81		
Fund No. Fund Name									
950	Trash								
	Trash								
VEN002947	Zoe Shreffler	APP021084	9/29/2014	950017349	TRASH-ADM SERVICES		0.31		
VEN002947	Zoe Shreffler	APP021084	9/29/2014	950017370	TRASH-REFUND		6.17		
VEN002946	David and Laura Juntgen	APP021085	9/29/2014	950017349	TRASH-ADM SERVICES		0.09		
VEN002946	David and Laura Juntgen	APP021085	9/29/2014	950017370	TRASH-REFUND		1.81		
VEN002934	Jodi Stasia	APP021086	9/29/2014	950017349	TRASH-ADM SERVICES		0.20		
VEN002934	Jodi Stasia	APP021086	9/29/2014	950017370	TRASH-REFUND		3.99		
VEN002935	Daniel and Mary Milligan	APP021087	9/29/2014	950017349	TRASH-ADM SERVICES		0.34		
VEN002935	Daniel and Mary Milligan	APP021087	9/29/2014	950017370	TRASH-REFUND		6.89		
VEN002932	Linda Waddick	APP021088	9/29/2014	950017349	TRASH-ADM SERVICES		0.32		
VEN002932	Linda Waddick	APP021088	9/29/2014	950017370	TRASH-REFUND		6.53		
VEN002933	Barbara Lyons	APP021089	9/29/2014	950017349	TRASH-ADM SERVICES		0.20		
VEN002933	Barbara Lyons	APP021089	9/29/2014	950017370	TRASH-REFUND		3.99		
VEN002931	James Bittner	APP021090	9/29/2014	950017349	TRASH-ADM SERVICES		0.32		
VEN002931	James Bittner	APP021090	9/29/2014	950017370	TRASH-REFUND		6.53		
VEN002930	SANRA Beach	APP021091	9/29/2014	950017349	TRASH-ADM SERVICES		0.22		
VEN002930	SANRA Beach	APP021091	9/29/2014	950017370	TRASH-REFUND		4.35		
VEN002929	Orleans Holding	APP021092	9/29/2014	950017349	TRASH-ADM SERVICES		0.40		
VEN002929	Orleans Holding	APP021092	9/29/2014	950017370	TRASH-REFUND		7.98		
VEN002937	Ron and Cheryl Gennaro	APP021094	9/29/2014	950017349	TRASH-ADM SERVICES		0.61		
VEN002937	Ron and Cheryl Gennaro	APP021094	9/29/2014	950017370	TRASH-REFUND		12.33		
VEN002936	Katey Holcomb	APP021095	9/29/2014	950017349	TRASH-ADM SERVICES		0.27		
VEN002936	Katey Holcomb	APP021095	9/29/2014	950017370	TRASH-REFUND		5.44		
VEN002938	Robert Amand	APP021096	9/29/2014	950017349	TRASH-ADM SERVICES		0.20		
VEN002938	Robert Amand	APP021096	9/29/2014	950017370	TRASH-REFUND		3.99		
VEN002939	Michael Hartman	APP021097	9/29/2014	950017349	TRASH-ADM SERVICES		1.08		
VEN002939	Michael Hartman	APP021097	9/29/2014	950017370	TRASH-REFUND		21.76		
VEN002953	Tim Bateson	APP021098	9/29/2014	950017349	TRASH-ADM SERVICES		0.32		

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
950	Trash								
	Trash								
VEN002953	Tim Bateson	APP021098	9/29/2014	950017370	TRASH-REFUND		6.53		
VEN002954	Kristen Bader	APP021099	9/29/2014	950017349	TRASH-ADM SERVICES		0.11		
VEN002954	Kristen Bader	APP021099	9/29/2014	950017370	TRASH-REFUND		2.18		
VEN003014	Mark Anderson	APP021359	10/7/2014	950017349	TRASH-ADM SERVICES		0.23		
VEN003014	Mark Anderson	APP021359	10/7/2014	950017370	TRASH-REFUND		4.71		
VEN003016	Gregory McCourt	APP021361	10/7/2014	950017349	TRASH-ADM SERVICES		0.02		
VEN003016	Gregory McCourt	APP021361	10/7/2014	950017370	TRASH-REFUND		0.36		
VEN003017	Victoria Trittipio	APP021362	10/7/2014	950017349	TRASH-ADM SERVICES		0.13		
VEN003017	Victoria Trittipio	APP021362	10/7/2014	950017370	TRASH-REFUND		2.54		
VEN003018	Acacia Rose	APP021363	10/7/2014	950017349	TRASH-ADM SERVICES		0.59		
VEN003018	Acacia Rose	APP021363	10/7/2014	950017370	TRASH-REFUND		11.97		
VEN002618	Christ United Methodist Church	APP021364	10/7/2014	950017349	TRASH-ADM SERVICES		0.38		
VEN002618	Christ United Methodist Church	APP021364	10/7/2014	950017370	TRASH-REFUND		7.62		
VEN003020	Amy Biggs	APP021366	10/7/2014	950017349	TRASH-ADM SERVICES		0.83		
VEN003020	Amy Biggs	APP021366	10/7/2014	950017370	TRASH-REFUND		16.68		
VEN003021	Patti Maxberry	APP021367	10/7/2014	950017349	TRASH-ADM SERVICES		0.20		
VEN003021	Patti Maxberry	APP021367	10/7/2014	950017370	TRASH-REFUND		3.99		
Subtotal for Trash							155.71		
Subtotal for Fund 950 Trash							155.71		
Posted Invoices Total							4,761,548.07		

Un-Posted Invoices

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No. Fund Name								
641	Supplemental Reserv							
	Administration							
VEN000893	HNTB-Great Lakes Division	API0001688	5/30/2014	641001349	Supple Reserv Contr Serv	supple reser contr Serv	39,672.82	Approval Pending
Subtotal for Administration							39,672.82	
Subtotal by Fund 641 Supplemental Reserv							39,672.82	
Un-Posted Invoices Total							39,672.82	

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Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
101	General						
	Police						
VEN000260	Boldens Cleaning and Restoration	ACP000340	9/25/2014	101002229	Police-Uniforms	Dry Cleaning	369.00
	Subtotal for						369.00
	Subtotal by Fund 101 General						369.00
	Credit Memo Total						369.00

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
101	General						
	Police						
VEN000260	Boldens Cleaning and Restoration	ACP000340	9/25/2014	101002229	Police-Uniforms	Dry Cleaning	369.00
	Subtotal for						369.00
	Subtotal by Fund 101 General						369.00
	Credit Memo Total						369.00

RESOLUTION NUMBER 14-129

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA REGARDING CERTAIN TAX ABATEMENT DEDUCTIONS FOR THIENEMAN PROPERTIES, LLC.

WHEREAS, pursuant to Indiana Code 6-1.1-12.1-1, *et. seq.* (the “Act”), the City of Westfield, Indiana (the “City”) by and through its Common Council acting in its capacity as the fiscal body of the City and acting as the designating body identified in the Act (the “Council”) has the right and opportunity to abate the payment of real property taxes for real estate located within an area declared by the Council to be an Economic Revitalization Area;

WHEREAS, pursuant to the Act, the Council may find that a particular area within the jurisdiction of the City is an Economic Revitalization Area and may by adoption of a resolution declare such area to be an Economic Revitalization Area which resolution must be confirmed, modified, or rescinded;

WHEREAS, the Council adopted its Resolution Number 03-08 (the “Declaratory Resolution”) on September 8, 2003 pursuant to the Act declaring the area whose boundaries are located within the corporate boundaries of the City more particularly described in Exhibit A (the “Area”) attached hereto and made a part hereof which is also shown on the map attached hereto as Exhibit B and made a part hereof as an Economic Revitalization Area in which property owners making application to the City pursuant to the Act subsequently approved by this Council pursuant to the Act may receive real property tax abatement and/or personal property tax abatement pursuant to the applicable procedures of the Act;

WHEREAS, the Council, after following all applicable procedures of the Act, took final action adopting Resolution Number 03-09 (the “Confirmatory Resolution”) on October 18, 2003 confirming the Declaratory Resolution, thereby establishing an Economic Revitalization Area;

WHEREAS, the Council, after following all applicable procedures of the Act, amended the Confirmatory Resolution by adopting Resolution Number 07-19 (the “Amended Confirmatory Resolution”) on November 12, 2007;

WHEREAS, Thieneman Properties, LLC. (the “Applicant”) has filed with this Council a Statement of Benefits, Real Property (Form SB-1/RP) (“Form SB-1”) identified in Exhibit C, which describes the proposed project (the “Project”) to be installed and owned by the Applicant, in order to receive real property tax abatement for the Project;

WHEREAS, the Project includes the construction of a Twenty Six Thousand (26,000) square foot structure in the Area on approximately Four and Half (4.5) acres of land;

WHEREAS, this Council has reviewed the Form SB-1;

WHEREAS, the improvement of the Area will be of public utility and will be to the benefit and welfare of the citizens and taxpayers of the City.

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

SECTION I. The proposed Project will be located in the Area which has been confirmed as an economic revitalization area pursuant to the Act.

SECTION II. Based upon the information in the Form SB-1, this Council makes the following findings:

- (1) The estimate of Two Million Four-Hundred and Thirty Seven Thousand Dollars (\$2,437,000) as the value of the improvements to be constructed is reasonable for projects of that nature.
- (2) The estimate of Sixteen (16) individuals whose employment will be retained can be reasonably expected to result from the proposed Project.
- (3) The estimate of One Million Two-Hundred and Seventy Five Thousand Dollars (\$1,275,000) for the aggregate annual salaries of those individuals whose employment will be retained can be reasonably expected to result from the proposed Project.
- (4) The estimate of hiring Twenty Eight (28) new individuals who will be employed can be reasonably expected to result from the proposed Project.
- (5) The estimate of Two Million Dollars (\$2,000,000) for the aggregate annual salaries without benefits of those individuals who will be employed can be reasonably expected to result from the proposed Project.
- (6) The other benefits about which information has been presented to this Council are benefits that can be reasonably expected to result from the proposed Project.
- (7) The totality of benefits is sufficient to justify the granting of real property tax abatement to the Applicant through the deduction provided by the Act.

SECTION III. The Form SB-1 submitted by the Applicant is approved.

SECTION IV.

Real property tax deductions for the Project are hereby approved. The period for real property tax deductions under the Act for the Project shall be ten (10) years, utilizing the following schedule:

Year 1 – 100%

Year 2 – 90%

Year 3 – 80%

Year 4 – 70%

Year 5 – 60%

Year 6 – 50%

Year 7 – 40%

Year 8 – 30%

Year 9 – 20%

Year 10 – 10%

The effectiveness of the designation may be terminated by this Council in accordance with the Act.

SECTION V.

Pursuant to the Act, the Council shall cause to be filed a certified copy of this Resolution with the Hamilton County Auditor.

SECTION VI.

This Resolution shall be in full force and effect immediately upon its adoption.

THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY

**ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS 13th DAY OF October, 2014.**

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Chuck Lehman	_____ Chuck Lehman	_____ Chuck Lehman
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer

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

I hereby certify that RESOLUTION 14-129 was delivered to the Mayor of Westfield on the _____ day of _____, 2014, at _____m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 14-129
This _____ day of _____, 2014

I hereby VETO Resolution 14-129
This _____ day of _____, 2014

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

Prepared By:
Andrew P. Murray, Associate Planner
Economic and Community Development Department
City of Westfield, Indiana

EXHIBIT A

Legal Description of Area

Lot 1 in the Custom Commerce Park, a subdivision in Hamilton County, Indiana, as per First Amendment to the Secondary Plat of Custom Commerce Park, recorded March 24, 2011, as Instrument 2011015213, in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B



0 305 610 1,220 Feet

Legend

-  Subject Property
-  Parcels

EXHIBIT C

SB-1 Form



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R5 / 12-13)

Prescribed by the Department of Local Government Finance

20__ PAY 20__

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

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

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

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Thieneman Properties, LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 17241 Foundation Parkway, Suite 100					
Name of contact person Kenneth D. Thieneman		Telephone number (317) 867-3462		E-mail address kthieneman@thienemanconstruction.com	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body Westfield City Council			Resolution number		
Location of property Custom Commerce Park, Lot 1 (17219 Foundation Pkwy)			County Hamilton		DLGF taxing district number 015-0007
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) See attached.			Estimated start date (month, day, year) 10/15/2014		
			Estimated completion date (month, day, year) 11/01/2015		
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current number 16.00	Salaries \$1,275,000.00	Number retained 16.00	Salaries \$1,275,000.00	Number additional 28.00	Salaries \$2,000,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values		363,000.00		9,300.00	
Plus estimated values of proposed project		2,437,000.00		1,949,600.00	
Less values of any property being replaced		0.00		0.00	
Net estimated values upon completion of project		2,800,000.00		1,958,900.00	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds) 0.00			Estimated hazardous waste converted (pounds) 0.00		
Other benefits					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative Kenneth D. Thieneman				Date signed (month, day, year) 9/30/14	
Printed name of authorized representative Kenneth D. Thieneman				Title Member, Thieneman Properties, LLC	

FOR USE OF THE DESIGNATING BODY

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

- A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____.
- B. The type of deduction that is allowed in the designated area is limited to:
1. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No
- C. The amount of the deduction applicable is limited to \$ _____.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
☐ Yes ☐ No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4-1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
 - (2) The number of new full-time equivalent jobs created.
 - (3) The average wage of the new employees compared to the state minimum wage.
 - (4) The infrastructure requirements for the taxpayer's investment.
- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



September 30, 2014

Mr. Andrew Murray and Staff
Economic & Community Development
City of Westfield
2728 E 171st St.
Westfield, Indiana 46074

Re: Form SB-1, Description of real property improvements, Custom Commerce Park Lot 1, 17219 Foundation Pkwy

This 4.4 acre tract of land, presently zoned Industrial and part of the Custom Commerce Park PUD, is proposed to be developed with a 2 story office building and warehouse. We are in the process of applying for a change in zoning to allow for screened outside storage.

Thieneman Properties, LLC is presently applying for a change in zoning for lot 1 in Custom Commerce Park, located at the southeast corner of Foundation Parkway and Oak Ridge Road. The change in zoning to the existing PUD will allow for our planned construction office to be immediately adjacent to our storage yard, where we house our utility equipment and various construction supplies. The efficiency in having the storage yard adjacent to our construction office is invaluable to our operations.

We are planning to start construction quickly on phase one of our headquarters, a combination of 13,500 square feet of finished office, with capacity to finish another 4,500 square feet based upon growth and need, along with 12,500 square feet of warehouse. The property contains adequate room for our planned growth, including two added phases that will eventually total up to 60,000 square feet. Our plan calls for us to move to the new facility in late Fall of 2015. We have engaged an architect and can assemble a proposed lighting, signage and landscape plan at a later date, but the project will retain the commercial curb appeal consistent with the projects within the area.

We are excited about Thieneman Construction's projected growth and equally excited about the proposition of making that growth happen here in Westfield, where my wife Shannon and I and our four children have chosen to live the last six years. We are presently building a new house in Westfield and have become engrained in the community. Our oldest graduated from Guerin High School and has just left to pursue a passion for football and an engineering degree at Purdue University. Our son Brennan is a junior at Guerin High School and our two youngest attend St. Maria Goretti.

I founded Thieneman Construction in 1999 in Lake County, Indiana after leaving Bowen Engineering. We have grown to be a formidable competitor in the construction of water and waste water treatment plants in central and northern Indiana as well as the Chicago market. Our company maintains a significant office in Merrillville, Indiana. This year we will generate approximately \$35M in revenue, and our projections show us growing to over \$120M in the next 10 years.

We are a union contractor, and the employment data contained herein excludes our company's union field forces. We have made conservative assumptions below that our Indy office will represent 60% of our total office personnel, and the numbers indicated below refer solely to the headcount of our Westfield office employees. In terms of personnel, we presently employ 16 full time employees who work out of our Westfield headquarters and expect that number to grow to 44 full time employees in 10 years. These employees are white collar, construction professionals and will average over \$71,000 of annual salary and total over \$2M of payroll, all of which are unadjusted for inflation.

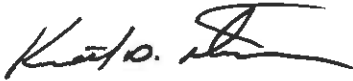
As for timing of the phasing, we would anticipate the second phase to begin somewhere between year 7 and year 10, and the third and final phase would occur 7-10 years following thereafter.

Our competitors, including Wilhelm Construction and Bowen Engineering, are both located inside the I-465 loop in Marion County. In fact, Bowen moved to its North Meridian address with significant incentives in 2008 after being founded in and growing in Hamilton County since the mid-1960's.

We are excited to share our company's plans with the City of Westfield, and to further enhance our local presence by adding jobs and improved real estate to the US Hwy 31 and SR 32 corridor. We look forward to the opportunity to helping improve the city where we have chosen to raise our children.

We look forward to your response on our real property tax abatement request.

Best regards,

A handwritten signature in black ink, appearing to read "Kenneth D. Thieneman".

Kenneth D. Thieneman
Member, Thieneman Properties

Westfield City Council Sept. 22, 2014

The Westfield City Council met Monday September 22, 2014 at the Westfield City Hall. Members present were Jim Ake, Chuck Lehman, Steve Hoover, Cindy Spoljaric, Bob Smith, Bob Horkay and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard, Mayor Andy Cook and representing Legal Counsel Brian Zaiger.

Mayor Cook called the meeting to order at 7:00 p.m.

Approval of Minutes:

Cindy Spoljaric made a motion to approve September 8, 2014 minutes as amended. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Guest:

Dr. Habig spoke regarding access to US 31 from Union.

President Ake stated this is a priority with the Council to address this issue.

Claims:

Bob Smith made a motion to approve the claims as presented. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations

Special Presentation: Proclamation-National Community Planning Month

Mayor Cook presented this item designating October as National Community Planning Month.

Special Recognition: Community Planners

Mayor Cook, Jim Ake and Matt Skelton presented this item. See attachment.

Old Business:

Ordinance 14-40: 2015 Budget

Council Introduction: September 8, 2014

Public Hearing – September 22, 2014

Adoption Consideration –October 13, 2014

Todd Burtron presented this item reviewing the estimated budget and timeline approval for this.

Public Hearing opened: 7:27

None

Public Hearing closed: 7:28

Ordinance 14-42: Amendment to Traffic Regulations Ordinance

Council Introduction – September 8, 2014

Adoption Consideration – September 22, 2014

Dustin Shoe presented this item stating this is a yearly update to the Traffic Ordinance.

Steve Hoover made a motion to approve Ordinance 14-42 as presented. Rob Stokes seconded.
Vote: Yes-7; No-0. Motion carries.

Ordinance 14-44: Bridgewater PUD Amendment-Bridgewater Center Multi-tenant Sign

Council Introduction – September 8, 2014

APC Public Hearing – September 15, 2014

APC Recommendation – September 15, 2014

Adoption Consideration – September 22, 2014

Kevin Todd presented this item stating it is an amendment to the current PUD which would allow for multi-tenant signage.

Jon Dobosiewicz spoke regarding regulations to the Ordinance.

Cindy Spoljaric made a motion to approve Ordinance 14-44 as presented. Bob Smith seconded.
Vote: Yes-7; No-0. Motion carries.

Ordinance 14-35: Grand Park Indoor Sports and Recreational Facility PUD

Council Introduction – August 11, 2014

APC Public Hearing – September 2, 2014

APC Recommendation – September 15, 2014

Adoption Consideration – September 22, 2014

Jennifer Miller presented this item stating it is a Public Private Partnership with Holiday Properties.

It was requested that the language used in section 3 3.6 be amended.

Jon Dobosiewicz with Nelson & Frankengerger stated the change to read; Building Materials and elevations shall be in substantial compliance with the building elevations attached hereto and incorporated herein by Exhibit B. Modifications to the building materials and elevations may be made as approved by the ECD Director.

Bob Horkay made a motion to approve Ordinance 14-35 as amended (Section 3 3.6). Bob Smith seconded. Vote: Yes-6; No-1 (C. Spoljaric). Motion carries.

New Business:

Resolution 14-125: Confirming establishment of Economic Revitalization area for 19845 US 31N

Public Hearing – September 22, 2014

Adoption Consideration – September 22, 2014

Ryan Clark presented stating this confirms the establishment of the Economic Revitalization Area needed for the tax abatement.

Public Hearing opened: 7:55

None

Public Hearing closed: 7:56

Cindy Spoljaric made a motion to approve Resolution 14-125 as presented. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Resolution 14-126: Resolution for Tax Abatement at 19845 US 31 N

Adoption Consideration – September 22,, 2014

Ryan Clark presented this item stating it is a request for five year personal property tax abatement by Carrington Mortgage.

Cindy Spoljaric made a motion to approve Resolution 14-126 as presented. Steve Hoover seconded. Vote: Yes-7; No-0. Motion carries.

CITY COUNCIL COMMENTS:

Steve Hoover gave APC update

Bob Smith spoke regarding Pawn Shop Ordinance

Jim Ake thanked the city employees that received a Lantern Award.

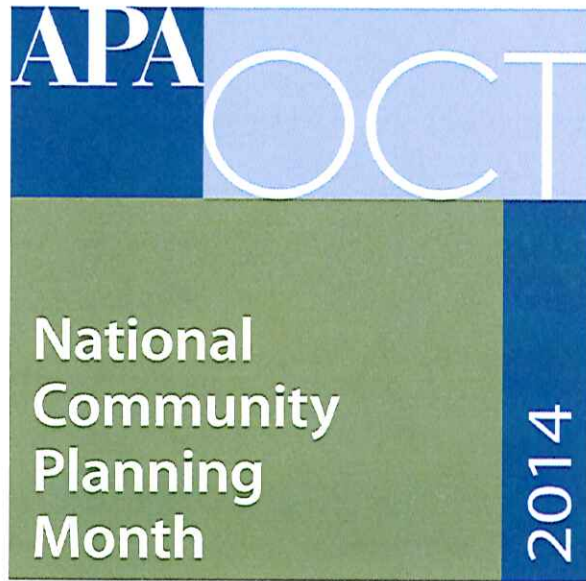
MAYOR COMMENTS

Spoke regarding Press Conference Tuesday 23rd at 10:00a.m. (Grand Park)
Upcoming Walk for Youth Assistance
Upcoming Grand Park tournaments
Party on the Patio is this Wednesday from 5-8.

Steve Hoover made a motion to adjourn. Bob Horkay seconded. Vote: Yes-7; No-0.
With no further business the meeting was adjourned at 8:06 p.m.

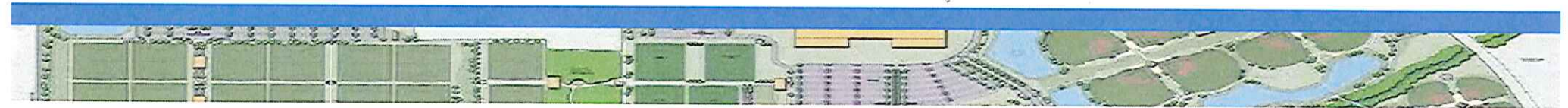
Clerk-Treasurer

President



[HEALTH AND PROSPERITY]

National Community Planning Month – October



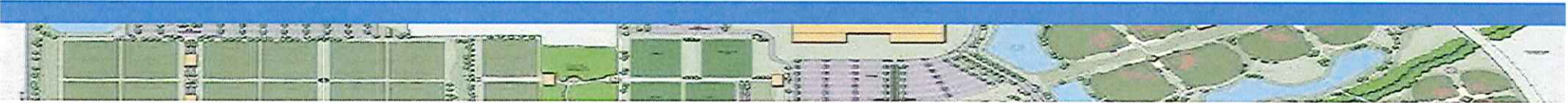


2014 Westfield City Council



Jim Ake, Council President
Steve Hoover, Vice President

Robert Horkay
Chuck Lehman
Bob Smith
Cindy Spoljaric
Robert Stokes



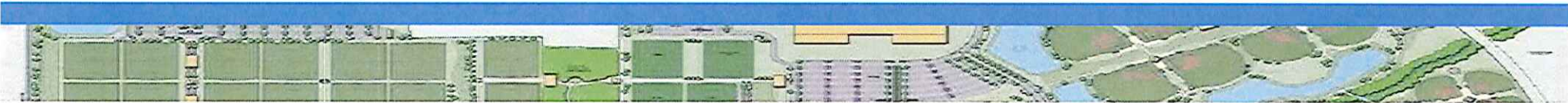


2014 Westfield-Washington Township Plan Commission

Ken Kingshill, President
Randy Graham, Vice President

Daniel Degnan
Robert Horkay
Steve Hoover
Andre Maue

William Sanders
Bob Spraetz
Danielle Tolan

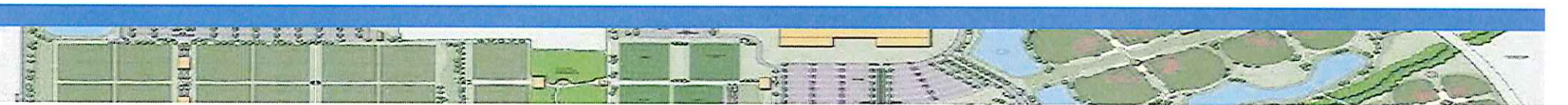




2014 Westfield-Washington Township Board of Zoning Appeals

Daniel Degnan, Chairperson
Martin Raines, Vice Chairperson

Randy Graham
Ron Rothrock
Bill Sanders





2014 Redevelopment Commission

Joe Plankis, President
Joe Ingalls, Vice President

Jill Doyle
Doug Holtz
Scott Robison



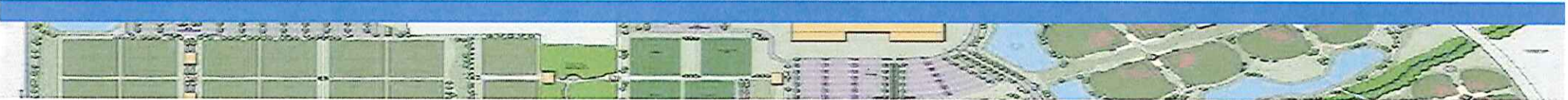


2014 Economic Development Commission

Chuck Lehman

Joe Plankis

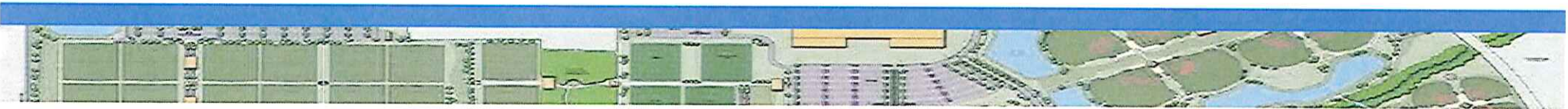
Chuck Watson





2014 Community Development Corporation

Jim Ake
Steve Benedict
Danielle Tolan

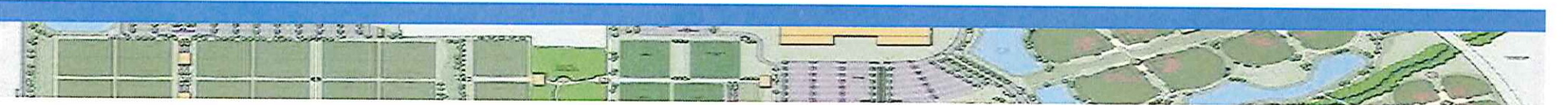




2014 Council Ordinance Committee

Jim Ake
Sandy Fernandes
Steve Hoover
Ken Kingshill

Jon Knight
Mic Mead
Cindy Spoljaric
Buddy West





2014 Grand Junction Task Group

Jim Ake
Jim Anderson
Bob Beauchamp
Stephen Bignal
Steve Hoover
Joe Ingalls
Melody Jones

Ken Kingshill
Chuck Lehman
David Marshall
Mic Mead
Sam Milligan
Cheri Moreau
Dave Mueller

Steve Reitmeyer
Teresa Skelton
Julie Sole
Bryan Stumpf
Curt Whitesell
Amber Willis
Randy Zentz





2014 Spring Mill Station Group

Jim Ake
Chris Bluto
Jeff Boller
Mark Christoffersen
Jeanine Fortier

Steve Hoover
Mark Keen
Butch Mease
Cindy Spoljaric





2014 Economic and Community Development Staff

Matt Skelton, Director

Jennifer Miller, Assistant Director

Ryan Clark

Jeffrey Lauer

Andrew Murray

Jesse Pohlman

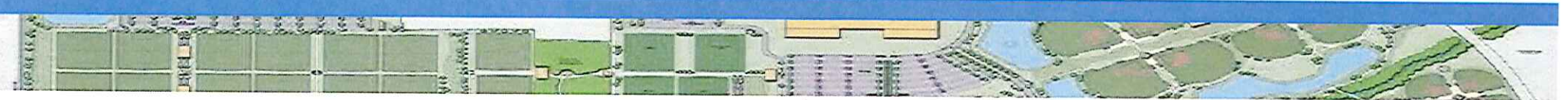
Kevin Todd

Kaile Moran

Chad Spitznagle

TJ Wertenberger

Nancy Woerner



RESOLUTION 14-128

Appealing Maximum Levy

WHEREAS, the City of Westfield's Comprehensive Financial Plan has projected revenue and expenditures for the next five years;

WHEREAS, the Comprehensive Financial Plan has identified a need for a consistent source of revenue in order to have a sustainable budget to provide services such as public safety, planning, economic development and infrastructure improvements and repair;

WHEREAS, in past years, the City of Westfield has appealed the maximum levy to address the needs of the community;

WHEREAS, the City of Westfield can appeal the 2015 maximum levy due to a property tax shortfall occurring as a result of annexation;

WHEREAS, the total amount of the shortfall is estimated to be \$150,000 (see attached);

WHEREAS, the Council will need to sign the State form titled "Petition to Appeal for an Increase to the Maximum Levy", in addition to this Council Resolution; Now, therefore, the Westfield City Council hereby resolves to proceed with a petition for an excess levy to the Department of Local Government Finance to increase the maximum levy.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Department of Local Government Finance
Report of Appealing Taxing Unit

The Department of Local Government Finance (“Department”) has prescribed this template through which a petitioner supplies the information the Department requires pursuant to IC 6-1.1-18.5-12(c). The required information must be filed with the Department on or before **OCTOBER 20** or, **in the case of an appeal due to a shortfall** (IC 6-1.1-18.5-16), on or before **DECEMBER 30**.

Forward to the Department only this page, the individual page applicable to the appeal(s) to be considered, the certification page, and any supporting documentation. On this page, check all appeals for which you are applying, state the amount of the appeal, and submit the appropriate worksheets. Do not forward unused pages and do not submit more than one application.

This application may be submitted electronically, faxed, or mailed (see last page for details).

TAXING UNIT: CITY OF WESTFIELD COUNTY: HAMILTON

FISCAL OFFICER: MS. CINDY GOSSARD

ADDRESS: 130 PENN STREET

CITY/STATE/ZIP: WESTFIELD, IN 46074

TELEPHONE: (317) 804-3020

E-MAIL ADDRESS: cgossard@westfield.in.gov

FINANCIAL CONSULTANT (IF APPLICABLE): FSG CORP.; GREG GUERRETTAZ

PLEASE INDICATE BELOW THE TYPE AND AMOUNT OF APPEAL TO BE
CONSIDERED

- \$ 150,000

Annexation, Consolidation, or Extension of Services
- \$

Three Year Growth Factor Equal to or Exceeding 2% of Statewide Growth Factor
- \$

Emergency Levy Appeal
(Natural disaster, an accident, or other unanticipated emergency; the Department does not consider the condition of general economic recession to be an unforeseen emergency.)
- \$

Correction of Advertising, Mathematical, or Data Error
- \$

Property Tax Shortfall Due to Erroneous Assessed Value

SUBMISSION INFORMATION

For consideration, all submissions must include, in addition to the information required for the type of appeal under consideration, the following:

(Please attach each item below to this petition and indicate with a [✓] the items attached. If an item has not been attached, provide an explanation for its exclusion.)

[✓] One complete package of all the below, including the appeal worksheet and the information required for the type of appeal under consideration.

[✓] Copy of cover page, appeal worksheet(s), tax rate information page, and signed certification. (Only submit the worksheet(s) that is applicable to the appeal(s) for which you are applying.)

[✓] Copy of resolution from fiscal body approving the excessive levy appeal along with a statement that the unit will be unable to carry out the governmental functions assigned to it by law unless it is granted this appeal. The unit must include reasonably detailed statements of fact supporting this statement. (IC 6-1.1-18.5-12(a))

[✓] All documentation required for specific appeal, as specified on the worksheet(s).

NOTICE

ONLY submissions bearing postmarks of **OCTOBER 20** or **DECEMBER 30** (for shortfall appeals only) or earlier will be considered. Note that IC 6-1.1-17-3(a)(4) requires that any request for an excessive levy appeal be published as part of the notice to taxpayers of the estimated budget. Failure to comply with IC 6-1.1-17-3(a)(4) will be cause for denial. All requests for consideration of an appeal must be specific.

TAX RATE INFORMATION

Total District Rate (found on Department website)	2012	2013	2014	2015 (Estimated)
Westfield	2.9954	3.0960	3.0947	3.1032

Tax Rate Impact:
A. 2014 net assessed value \$ 1,765,628,544
B. Total amount of appeal(s) \$ 150,000
C. Unit’s rate impact of appeal(s) = [B / (A/100)] .0085%
D. District rate impact = C / 2014 Total District Rate .0027%

Did the fiscal body approve this excessive levy appeal(s)? ✓ Yes ____ No
Vote (Please submit resolution/ordinance approving appeal.)

Was there any opposition or objection to the excessive levy appeal? ____ Yes ✓ No
If yes, please provide a summary of the objection:

Did you advertise an excessive levy appeal(s) in Column C of the ensuing year’s budget?
✓ Yes ____ No (Please attach copy of ensuing year’s budget proof of publication.)

ANNEXATION, CONSOLIDATION, OR EXTENSION OF SERVICES
(IC 6-1.1-18.5-13(a)(1))

Required documentation for annexations, consolidation/modernization, and extension of services appeals:

- A. All ordinances (or resolutions)
- B. All fiscal impact statements
- C. Description of situation leading to annexation, consolidation or extension of services.

For Annexation:

Amount of appeal: \$ 150,000

1. State the time frame of annexations to be considered.

As of March 1: Year 2012 Year _____ Year _____

2. In consideration of question 1 above, what levy increases were granted under IC 6-1.1-18.5-3(a) for each budget year as certified by the county auditor? (This question relates to increases in the maximum levy up to 15% that were granted as a result of increased assessed value stemming from the annexation.)

Budget Year _____ Adjustment Made \$ _____

Budget Year _____ Adjustment Made \$ _____

Budget Year _____ Adjustment Made \$ _____

Annexation Appeal Amount

- | | |
|--|-------------------|
| (a) Total amount of appeal | \$ <u>150,000</u> |
| (b) Total amounts from question 2 above | \$ <u>0</u> |
| (c) Line (a) – line (b) | \$ <u>150,000</u> |
| (d) Number of years attributable to line (a) above | <u>1</u> |
| (e) Divide line (c) by line (d) | \$ <u>150,000</u> |

Note: If a unit is appealing for multiple years, consideration will only be given to the *average* budget increase over the period of annexation.

3. State for each year for the budget classification indicated below the increase in expenses for which the appeal should be considered. (Attach separate sheets, if necessary.)

Category	Year <u>2015</u>	Year <u>2016</u>	Year <u>2017</u>	Total
Personnel	\$110,000	\$110,000	\$110,000	\$330,000
Supplies	\$20,000	\$20,000	\$20,000	\$60,000
Other	\$10,000	\$10,000	\$10,000	\$30,000
Debt	\$	\$	\$	\$
Capital Outlay	\$10,000	\$10,000	\$10,000	\$30,000
Township Asst	\$	\$	\$	\$
Total	\$150,000	\$150,000	\$150,000	\$450,000

Note: The above is required to be completed for consideration of this appeal.

4. Does the total amount requested match the amount in the fiscal impact statement for each annexation (include copies of all resolution(s)/ordinance(s) and fiscal impact statements)?
_____ Yes ✓ No

If no, please explain the differences:

The Fiscal Plan did not take into account future development in the Area. When the Fiscal Plan was prepared, the land was primarily undeveloped.

5. Specifically, what types of services will be needed and/or increased?

Development in the Area has resulted in an overall increase in City expenses to provide services to the newly annexed area. The primary expenses have been for Police and Fire protection.

ANNEXATION, CONSOLIDATION, OR EXTENSION OF SERVICES
(IC 6-1.1-18.5-13(a)(1))

6. Has this unit transferred funds to its rainy day fund during this budget year or the immediately preceding budget year? _____ Yes _____ No

If yes, please state the amount and the fund from which the transfer was made:

Fund _____ Amount \$ _____

Fund _____ Amount \$ _____

Fund _____ Amount \$ _____

If no, does the unit plan to transfer funds to its rainy day fund in the near future? _____ Yes
____**v**_____ No

If yes, please indicate the anticipated amount: \$ _____

CERTIFICATION

I, the undersigned, hereby certify that the attached appeal information and supporting documentation is correct to the best of my knowledge and belief.

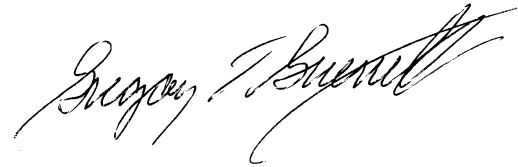
Signed this _____ day of _____, 20 _____

(Printed Name of Fiscal Officer)

(Signature)

(Title)

Gregory T. Guerrettaz
(Printed Name of Municipal Advisor/Consultant)



(Signature)

Forward all information to:
Department of Local Government Finance
Budget Division – Judy Robertson
100 North Senate Avenue, Room N1058
Indianapolis, IN 46204-2211
E-mail: JRobertson@dlgf.in.gov
Fax: (317) 974-1629

PETITION TO APPEAL FOR AN INCREASE TO THE MAXIMUM LEVY

The City Council of the City of Westfield,
(Fiscal/Governing Body) (Taxing Unit)

Hamilton County, State of Indiana, has determined to file for an excess levy appeal.

(Please check the appropriate excess levy appeal(s) and provide the dollar amount(s) requested.)

- ☒Annexation (IC 6-1.1-18.5-13(a)(1))\$ 150,000
- ☐Three Year Growth (IC 6-1.1-18.5-13(a)(3))\$ _____
- ☐Emergency Levy Appeal (IC-1.1-18.5-13(a)(13))\$ _____
- ☐Property Tax Shortfall (IC 6-1.1-18.5-16)\$ _____
- ☐Correction of Error (IC 6-1.1-18.5-14)\$ _____

The fiscal/governing body of _____, _____ County, hereby resolves to proceed

with a petition for an excess levy to the Department of Local Government Finance to increase the taxing unit’s maximum levy.

Adopted this _____ day of _____, 20____

FOR

AGAINST

ATTEST: _____

ALL OF WHICH IS RESOLVED THIS _____DAY OF _____2014.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Cindy Spoljaric	_____ Cindy Spoljaric	_____ Cindy Spoljaric
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 14-128 was delivered to the Mayor of Westfield
on the _____ day of _____, 2014, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby Approve RESOLUTION 14-128

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

I hereby Veto RESOLUTION 14-128

this _____ day of _____, 2014.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer



Westfield City Council Report

Ordinance Number: 14-46

APC Petition Number: 1209-PUD-11

Requested Action: Cooperstown Partners, LLC requests a change in zoning of approximately 7.6+/- acres from the AG-SF1 to the Spring Mill Station SEC Quadrant PUD District.

Current Zoning District: AG-SF1

Current Land Use: Residential and Agricultural

Exhibits:

1. Staff Report
2. Aerial Location Map
3. APC Certification
4. Ord. 14-46

Prepared by: Ryan Clark, AICP

PETITION HISTORY

This petition was introduced at the August 13, 2012, City Council meeting. The petition received a public hearing at the August 18, 2014, Advisory Plan Commission (the "APC") meeting. The APC forwarded the petition to the Westfield City Council (the "Council") with a favorable recommendation with one condition for approval at its October 06, 2014, meeting. The APC Certification is included as Exhibit 3.

PROCEDURAL

- Requests for a change in zoning are required to be considered at a public hearing, in accordance with Indiana Code 36-7-4-1511. The public hearing for this petition was held on August 18, 2014, at the APC meeting. Notice of the August 18, 2014, public hearing was provided in accordance with the APC Rules of Procedure.
- At its October 06, 2014 meeting, the APC issued a favorable recommendation (9-0) of the proposed change of zoning to the Council with the condition that no internally illuminated signage be permitted on the real estate.
- The Council may take action on this item at its October 13, 2014, meeting.

PROJECT OVERVIEW

Location

The subject property is approximately 7.654 acres in size and is located on the southeast corner of 161st Street and Spring Mill Road (the “Property”). The Property is primarily single family residential and vacant in use.

Project Description

The proposed Spring Mill Station SEC PUD Ordinance (the “PUD Ordinance”) allows for a neighborhood center (the “Proposal”) and establishes one (1) district. The Proposal includes three (3) proposed buildings consisting of a CVS/pharmacy building (approx. 12,000 square feet), a retail building (approx. 7,800 square feet) and a medical office building (approx. 20,400 square feet).

The Proposal includes several pedestrian trails throughout the development and also includes a train car with outdoor seating as an amenity for the proposed development. A gazebo and several benches placed throughout the development are also provided.

An amenities exhibit (Exhibit D) illustrates common area amenities that shall be installed a maximum of two (2) years after the Certificate of Compliance for the building on the northwest corner of the Property.

A bicycle parking exhibit (Exhibit E) illustrates bicycle parking for the Property.

A landscaping exhibit (Exhibit F) illustrates street frontage landscaping along 161st Street and Spring Mill Road.

Spring Mill Station Plan

The petitioner has been actively working with the Spring Mill Station Task Group (the “Task Group”) in revising the Proposal to meet the vision of the Spring Mill Station Plan.

Land Uses

The PUD Ordinance defaults to the Local and Neighborhood Business District (the “LB District”) standards. The permitted uses for the PUD include all uses permitted in the LB District with the addition of a Health, Fitness, and Exercise Center.

Westfield Thoroughfare Plan (2007, as amended)

The Westfield Thoroughfare Plan (the “Thoroughfare Plan”) classifies Springmill Road and 161st Street as a “Primary Arterial”. The recommended right-of-way width for a Primary Arterial is 150 feet.

Advisory Planning Commission Meeting 10/6/14 Update

At the Advisory Planning Commission meeting on October 6, 2014, a positive recommendation was made to the City Council to approve 1209-PUD-11 with the condition that no internally illuminated signage shall be permitted on the real estate.

STATUTORY CONSIDERATIONS

Indiana Code 36-7-4-603 states that reasonable regard shall be paid to:

1. The Comprehensive Plan.

According to the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan"), the Property is located in the Spring Mill Station area, an addendum to the Westfield-Washington Township Comprehensive Plan. Retail, office, and services uses are listed as appropriate uses within the Spring Mill Station classification.

2. Current conditions and the character of current structures and uses.

The area of the proposed PUD currently consists of four residential homes and an agricultural field.

3. The most desirable use for which the land is adapted.

Changing the Property from agricultural single-family to a commercial use is consistent with the Comprehensive Plan and creates a more pedestrian friendly environment.

4. The conservation of property values throughout the jurisdiction.

It is anticipated that the proposal would have neutral or positive impact on property values throughout the jurisdiction.

5. Responsible growth and development.

The Property is contiguous to other developed areas, and the improvement of the Property would be consistent with the principle of contiguous growth.

RECOMMENDATIONS / ACTIONS

APC Recommendation

At its October 06, 2014, meeting, the APC forwarded a **favorable recommendation** of Ordinance No. 14-46 (APC Petition No. 1209-PUD-11) to the Council (Vote of: 9 in favor, 0 opposed) with the following condition:

- That no internally illuminated signage be permitted on the real estate.

City Council

Introduction: August 13, 2012

Eligible for Adoption: October 13, 2014

Submitted by: Ryan Clark, AICP

Economic and Community Development Department

**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

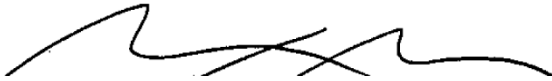
The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, October 6, 2014, to consider the Spring Mill Station SEC PUD. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1209-PUD-11
Petitioner	Cooperstown Partners, LLC
Description	Change in zoning of approximately 7.5+/- acres from the AG-SF1 District to the Spring Mill Station SEC PUD District.

On October 6, 2014, a motion was made and passed to send a unanimous favorable recommendation (9-0) to the City Council regarding Petition No. 1209-PUD-11 with one condition:

- That no internally illuminated signage shall be permitted on the real estate.

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



Matthew S. Skelton, Secretary

October 6, 2014

Date

ORDINANCE NUMBER 14 - 46

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Docket 1209-PUD-11), filed with the Commission requesting an amendment to the Zoning Ordinance and to the Zoning Map;

WHEREAS, the Commission forwarded Docket 1209-PUD-11 to the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) with a 9-0 recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on October 6, 2014; and,

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

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

Section 1. Applicability of Ordinance.

- 1.1 This PUD District Ordinance (this “Ordinance”) applies to the subject real estate more particularly described in **Exhibit A** attached hereto (the “Real Estate”) and shall hereafter be referred to as the “Spring Mill Station SEC PUD”.
- 1.2 Development of the Real Estate shall be governed by the provisions of the Zoning Ordinance unless specifically modified by the terms of this Ordinance. All provisions and representations of the Zoning Ordinance that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.

- 1.3 The underlying zoning district shall be the **LB – Local and Neighborhood Business District** (the "Underlying Zoning District"). Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Zoning Ordinance applicable to the Underlying Zoning District shall apply.
- 1.4 Section ("WC §") cross-references of this Ordinance shall hereafter refer to the Section as specified and referenced in the Zoning Ordinance.

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

- 2.1 Concept Plan: The plan attached hereto and incorporated herein by reference as **Exhibit B**. Exhibit B is a general plan for the development of the Real Estate.
- 2.2 Illustrative Character Exhibit. A general representation of the intended architecture and character for the proposed development of the Real Estate attached hereto as **Exhibit C**.

Section 3. Permitted Uses.

- 3.1 All uses permitted in the Underlying Zoning District shall be permitted; in addition, a Health, Fitness, and Exercise Center shall also be permitted.
- 3.2 Prohibited Uses. The following uses shall specifically be prohibited (these uses would otherwise be permitted by the Underlying Zoning District): amphitheater, car wash, public commercial parking lots and structures, gasoline service station, post offices, radio and TV service, semi-automatic car wash, boarding and lodging houses, fraternities, lodges, private clubs, Trade Schools (Family Schools shall be permitted), retail sales of firearms or ammunition related to firearms use, payday loan or cash loan establishments, used precious metal stores, charitable or thrift retail establishments, pick-up centers for non-profit entities (i.e. Goodwill or Salvation Army), laundromats, self dry-cleaning, grocery stores in excess of 25,000 square feet, or pawn shops.
- 3.3 Service Hours. Trash removal, compaction, service vehicles, deliveries, etc. (with the exception of snow removal and vehicles related to emergency situations) shall not be permitted between the hours of 11:00 p.m. and 5:00 a.m.
- 3.4 Hours of Operation. Any permitted restaurant, tavern/bar, or retail use (excluding drug store) on the Real Estate are prohibited from operating from the hours of 1:00 – 5:00am.

Section 4. Development Standards.

- 4.1 General Regulations. While the regulations of WC § 16.04.050 *Business Districts* applicable to the Underlying Zoning District shall apply except as modified herein below, the Real Estate shall be developed in substantial compliance with the Site

Design & Architecture recommendations of the Spring Mill Station Plan. The owner of the Real Estate commits to construct or install the amenities generally depicted on the Concept Plan attached hereto as **Exhibit B**. Said amenity improvements, and other amenities required as a part of the initial development on the Real Estate, shall be completed and/or installed on or before that date being two (2) years subsequent to the issuance of a Certificate of Occupancy for the building proposed for the northwest corner of the property. Notwithstanding the foregoing, amenity improvements associated with perimeter walkways along Spring Mill and 161st Street as identified on the Conceptual Site Plan associated herewith shall be completed on or before issuance of the aforementioned Certificate of Occupancy. Additionally, the said owner of the subject site asserts the general support for the connectivity recommended and espoused in the Spring Mill Station Plan with respect to future commercial development to the east and south. These amenities shall substantially comply with the amenities depicted on Character **Exhibit D** attached hereto.

The owner of the Real Estate agrees to collaborate with those associated with future commercial development to the east and/or south of the Real Estate to effectuate connectivity as recommended in the Spring Mill Station Plan referenced in the Westfield-Washington Township Comprehensive.

At such time as said future commercial development occurs, such development shall be able to access the internal drive system developed within this Real Estate and the Spring Mill Station SEC PUD. At the time of detailed plan approval / primary platting of the Spring Mill Station SEC PUD real estate, an access easement shall be provided over: (i) the main internal drive system of the Spring Mill Station SEC PUD; and (ii) at two (2) locations from the main internal drive system to the property line of the Real Estate to provide access to said future commercial development to the east and/or south , with one access easement oriented to the east and one access easement oriented to the south. At the time of construction of said future commercial developments, the owner / developer of such future commercial development shall be responsible for all costs associated with the design, approval and construction of such drives from the main internal drive system to the property line. Further, the owner / developer of the adjoining parcels shall be required to enter into a cross-easement agreement with the owner of the Real Estate said agreement including, in addition to cross-easement rights, a provision related to maintenance and the pro rata sharing of the maintenance expenses of the Spring Mill Station SEC PUD internal drive system. The owner of the Real Estate agrees to negotiate all terms associated with said cross-easement agreement in a good faith and that the terms and provisions thereof shall be commercially reasonable manner. However, notwithstanding the foregoing, no access fee, or other fee or assessment of a similar nature, shall be charged or assessed by the owner of the Real Estate solely for the right of the owner / developer of an adjoining parcel to connect to the Real Estate.

The Owner of the Real Estate shall dedicate to the City of Westfield at no cost the portions of the Real Estate for additional right of way along 161st Street and

Spring Mill as illustrated on the site plan, provided that any impact fees assessed with respect to and because of development of the Real Estate shall be offset by the reasonable value of the portions of the Real Estate dedicated as additional right of way. Notwithstanding the foregoing, the impact fee schedule applicable to original or initial commercial development upon the Real Estate shall be the schedule for calendar year 2014, and the maximum amount of the aforescribed offset or credit shall be One Hundred Fifty Thousand Dollars (\$150,000.00).

- A. Use of Required Yards. Required front, side and rear yards may include driveways and parking areas, as depicted on the Concept Plan, provided that (i) no portion of the parking area may be located closer than four (4) feet to any right-of-way line or the Real Estate's perimeter property line; and (ii) the remainder of said required yard shall be maintained as green space free from buildings or structures.
- B. Maximum Building Height. The maximum height of any building or structure shall be forty-five (45) feet above grade.
- C. Pedestrian Accessibility. The following shall be required in order to encourage pedestrian connectivity with surrounding developments and enhance pedestrian connectivity internal to the Real Estate:
 - (i) In accordance with *WC § 16.04.050(D)(15(a))*, *WC § 16.04.240(G)*, and the City's Thoroughfare Plan, an eight (8) foot wide path shall be provided along the Real Estate's 161st Street and Spring Mill Road frontages.
 - (ii) Continuous pedestrian walkways, a minimum of five (5) feet wide, shall be provided from the 161st Street and Spring Mill Road paths to the primary customer entrances of all structures on the Real Estate. These pedestrian paths along 161st Street and Spring Mill Road shall have a railroad track print pressed onto the hard surface thereof on a regular intervals basis.
 - (iii) All walkways internal to the Real Estate that cross vehicular ways (e.g., drive lanes, parking lots) shall be delineated and distinguished from driving surfaces through the use of durable, low maintenance surface materials such as integrated concrete pavers, scored or textured concrete, or brick. Notwithstanding the foregoing, there shall be at least four (4) raised speed table crosswalks, as depicted on the Concept Plan attached hereto as Exhibit B, designed to calm traffic and highlight pedestrian crossing areas. Unless otherwise approved by the Commission, said speed tables shall be situated as depicted on the attached Concept Plan, and also generally adjacent to the commercial building located along Spring Mill and south of the corner building.

- (iv) Sidewalks, no less than six (6) feet wide, shall be provided along the full length of a building façade featuring a customer entrance, and along any façade abutting a public parking area.
- (v) A pedestrian walkway shall be provided from the 161st Street and Spring Mill Road paths to the caboose / gathering space. Such walkway shall be at least eight feet (8') in width and may encroach into the south and/or east property line buffer yards described in Sections 4.3, B., and C., below.
- (vi) Bike parking shall be provided for each building. The bike parking shall be functional and architecturally consistent with the bike parking facilities located at the time of enactment of this ordinance on the Kroger development on the northeast corner of 161st Street and Spring Mill. The details of said bike parking shall be subject to approval of the Commission at the time of Final Plan Approval of each building on the Real Estate. Additionally, bike parking, common area benches, and similar amenities shall be generally uniform throughout the Real Estate to provide a cohesive and consistent theme. These amenities shall substantially comply with the amenities depicted on Character **Exhibit E** attached hereto. The common area benches within the interior of the Real Estate shall be consistent with the common area benches located at the time of enactment of this ordinance on the Kroger development on the northeast corner of 161st Street and Spring Mill.

D. Trash Enclosures. Trash containers shall: (i) be screened on all sides with enclosures constructed of masonry material that substantially matches and/or complements the building located on the northeast corner of the Real Estate (as depicted on the illustrative character exhibits attached hereto as Exhibit C), not less than six (6) feet in height above grade and equipped with wood covered gates; (ii) not be located between the front line of the primary building and the front lot line; and, (iii) not be located in any required yard. Additionally, dumpster enclosures shall not be oriented towards residential properties or rights-of-way where reasonably possible.

4.2 Off-Street Loading and Parking. Shall be provided in accordance with the provisions of the Zoning Ordinance (WC § 16.04.120).

4.3 Landscaping and Screening. Shall be provided in accordance with the provisions of the Zoning Ordinance (*WC § 16.06*) and the design shall substantially adhere and be guided by the Transitions and Buffering recommendations of the Spring Mill Station Plan. A final landscaping plan containing details concerning buffer area materials and treatment, tree retention and removal, landscaping elements proposed, specific location of perimeter walkways and ponds, etc., shall accompany Final Plan Approval related to the first building proposed for the Real Estate (likely the building at the northeast corner of the Real Estate) and the overall Site Development Plan. Notwithstanding the foregoing however, the Real Estate's minimum buffer yards shall be as follows:

- A. 161st Street and Spring Mill Road. The Real Estate's north and west property line buffer shall comply with the street frontage landscaping requirements of the Zoning Ordinance (*WC § 16.06.050*) and require no buffer yard. Notwithstanding the foregoing, a variable combination of masonry, fencing and landscaping with the intent of providing diversified continuous screening of parking areas shall be installed along the frontage of 161st Street and Spring Mill Road, in substantial compliance with the landscaping depicted on Character Exhibit F attached hereto
- B. East Property Line. The Real Estate's east property line shall consist of a minimum ten (10) foot wide buffer yard. The buffer yard plantings shall consist of those required pursuant to the Zoning Ordinance (*WC § 16.06.060*).
- C. South Property Line. The Real Estate's south property line shall consist of a minimum ten (10) foot wide buffer yard. The buffer yard plantings shall consist of those required pursuant to the Zoning Ordinance (*WC § 16.06.060*). Existing vegetation within the buffer yard shall be preserved where possible and credited towards required buffer yard plantings pursuant to the Zoning Ordinance (*WC § 16.06.020*). Notwithstanding the foregoing, these amenities shall substantially comply with the amenities depicted on Character Exhibit F attached hereto.
- D. Perimeter parking lot landscaping may occupy the same space as required buffer yard areas; provided, however, that in such instances, the required number of plantings for both perimeter parking lot and buffer yard areas shall be provided.

4.4 Sign Standards. Shall be provided in accordance with the provisions of the Zoning Ordinance (*WC § 16.08*). Additionally, signage shall be generally uniform throughout the Real Estate to provide a cohesive and consistent theme. The following additional restrictions shall apply:

- A. All ~~wall and ground identification~~ signs shall be either (i) reverse channel letter, in accordance with *WC § 16.08.010(E)(14)*; or (ii) externally lit with gooseneck light fixtures. ~~Notwithstanding the foregoing, the building on~~

~~the Real Estate at the intersection of 161st Street and Spring Mill Road labeled on the Concept Plan attached as Exhibit B as a "Proposed CVS Pharmacy" may have signs with internally illuminated letters facing north toward 161st Street and/or facing west toward Spring Mill Road.~~

- B. Ground identification signs shall be architecturally compatible with the architecture of the Real Estate's buildings.
- C. ~~No internally illuminated identification wall signs shall be permitted to face or be oriented towards the Real Estate's south property line. Backlighting, goose-neck lighting, and the like, shall be permitted.~~
- D. ~~Canopy or building-mounted drive-thru, open/closed, or other directional signs may be internally illuminated.~~

4.5 Lighting. Shall be provided in accordance with the provisions of the Zoning Ordinance (*WC § 16.07.010*) and substantially adhere to and be guided by the recommendations of the Spring Mill Station Plan. Additionally, lighting shall be generally uniform throughout the Real Estate to provide a cohesive and consistent theme. The following additional restrictions shall apply:

- A. Uniformity. All lighting fixtures and poles shall be consistent in style, color, size, height and design and shall be compatible with the architecture of the overall Spring Mill Station Plan.
- B. Decorative Fixtures. Decorative light fixtures shall be provided along the Real Estate's entrance drives, public rights-of-way, building and pedestrian walkways as part of the site's overall architectural design.
- C. Full Cut-Off Fixtures. With the exception of low intensity architectural lighting and internally-illuminated signage, all exterior wall mounted lights and pole mounted lights shall utilize full cut-off fixtures that direct light downward.
- D. Light Levels. No wall or pole mounted lights shall cause light levels along the south property line to exceed 0.1 foot candles. Additionally, the parking lot lights at the Real Estate that directly face and impact residential areas south shall be dimmed after 11:00pm to a level no greater than 65% of the maximum lighting levels.
- E. Light Poles. In order to enhance the Real Estate's pedestrian-scale design emphasis, pole mounted lights shall not exceed twenty (20) feet in height, including the base.
- F. Neon Lights. Neon lighting shall not be permitted

Section 5. Architectural and Design Standards. The regulations of *WC § 16.04.165 Development Plan Review* applicable to the Underlying Zoning District shall

apply except for those sections modified and/or enhanced below by this Ordinance.

5.1 Drive-Thru Regulations. Drive-thru facilities shall only be permitted as follows and for the following uses:

A. a Drug Store associated with the structure labeled on the Concept Plan attached as **Exhibit B** as a “Proposed CVS Pharmacy” and as generally depicted on said the Concept Plan; or

B. a Bank associated with future structures on the Real Estate other than the structure labeled on said Concept Plan as a “Proposed CVS Pharmacy” provided that if Bank drive-thru facilities are proposed, there shall be no more than one (1) drive through banking facility and one (1) drive-thru or walk-up ATM facility. Additionally, any drive-thru facility associated with a Bank use proposed for the Real Estate shall necessitate the filing of an amendment to this Ordinance including an amended site or concept plan and the specific location and specifications of the proposed Bank and its drive-thru.

Notwithstanding the foregoing, a building at the Real Estate may have a patient or customer pickup area as depicted generally on the Concept Plan attached hereto as **Exhibit B**.

5.2 Illustrative Conceptual Rendering Exhibit. The Illustrative Conceptual Rendering Exhibit under Tab 4 is hereby incorporated to demonstrate the character of the corner building, and the final design of the corner building shall substantially comply with the building and façade treatment depicted on the Illustrative Conceptual Rendering Exhibit as reasonably determined by the Director or Staff. Development of additional buildings on the Real Estate shall be guided by the Railroad Theme Architecture recommendations of the Spring Mill Station Plan. Additional building embellishments may be proposed by the developer which may include windows, faux windows, murals or other decorative design features as presented to and approved by the Plan Commission during the detailed plan approval process, provided they are thematically consistent with the Character Exhibit included as **Exhibit C** and as reasonably determined by the Director.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS ____ DAY OF _____, 2014.

**WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Chuck Lehman

Chuck Lehman

Chuck Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

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

This Instrument prepared by: J. Murray Clark, Esq., Attorney at Law, and Eugene Valanzano, Sr. Land Use Consultant, Faegre Baker Daniels, LLP. 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240.

I hereby certify **ORDINANCE** 14 - 46 was delivered to the Mayor of Westfield
on the _____ day of _____, 2014.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 14 - 46
this _____ day of _____, 2014.

I hereby VETO ORDINANCE 14 - 46
this _____ day of _____, 2014.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A
REAL ESTATE

That portion of the Southwest Quarter of Section 11, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, described as follows:

Considering the east line of said Southwest Quarter as South 00 degrees 24 minutes 21 seconds West (assumed bearing) and all bearing contained within being relative thereto.

Commencing at a mag nail with "BANNING ENG FIRM #0060" tag set (herein referred to as "mag nail") marking the northwest corner of said Quarter Section; thence South 00 degrees 24 minutes 21 seconds West along the west line thereof 241.12 feet to the POINT OF BEGINNING, said point being the southwest corner of the land of the Board of Commissioners of Hamilton County as described in Instrument Number 9418999 in the Office of the Recorder of said county; thence continue South 00 degrees 24 minutes 21 seconds West along said west line 450.00 feet; thence North 89 degrees 11 minutes 54 seconds East parallel with the north line of said Southwest Quarter 325.00 feet; thence North 00 degrees 24 minutes 21 seconds East parallel with said west line 150.00 feet; thence North 89 degrees 11 minutes 54 seconds East parallel with said north line 263.65 feet; thence North 00 degrees 08 minutes 33 seconds East 501.07 feet to the southeast corner of the land of the Board of Commissioners of Hamilton County as described in Instrument Number 9419001 in said county records; thence along the south line thereof and the south line of said Board per Instrument Numbers 9419000 and 9418999 in said county records, being parallel with said north line of the Quarter Section South 89 degrees 11 minutes 54 seconds West 506.34 feet (the remaining courses are along the south and east lines of said land of the Board per Instrument Number 9418999); thence South 44 degrees 48 minutes 18 seconds West 50.01 feet; thence South 00 degrees 24 minutes 21 seconds West parallel with said west line 166.12 feet; thence South 89 degrees 11 minutes 54 seconds West parallel with said north line 45.00 feet to the POINT OF BEGINNING, containing 7.654 acres, more or less.

EXHIBIT B CONCEPT PLAN

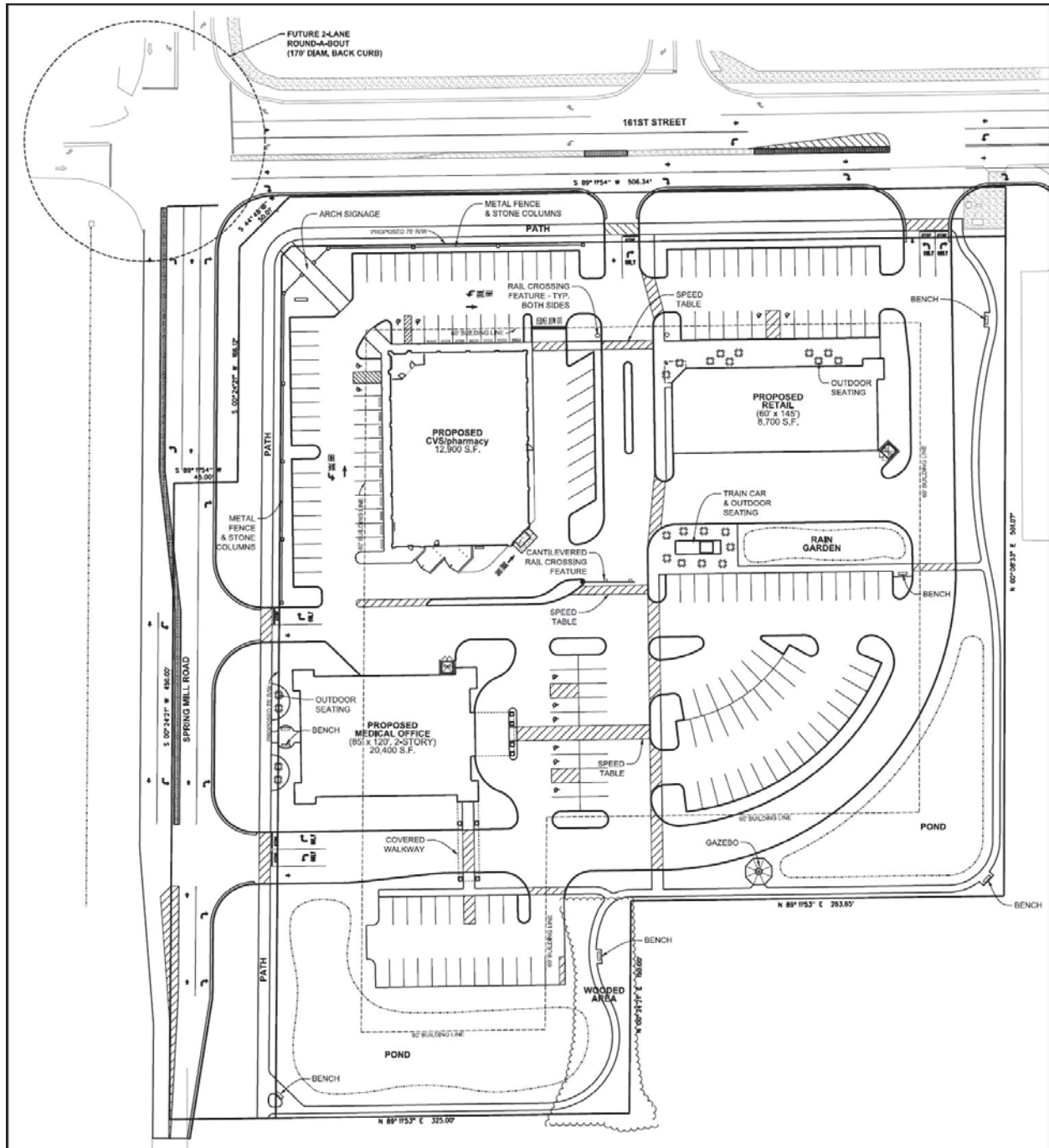


EXHIBIT C
ILLUSTRATIVE CHARACTER EXHIBITS



SPRING MILL STREET - WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



161TH STREET - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

EXHIBIT D

SPRING MILL STATION SEC PUD: Site Development Amenities

1. Gazebo on perimeter path
2. Rail car feature (adjacent to rain garden)
3. Rail crossing/cantilever signal element
4. Main corner entrance arch element (CVS)
5. Center drive entrance elements (off 161st)
6. Center drive landscaped median
7. Perimeter path with benches
8. Interior walkways and cross walks (4 as speed tables)
9. Multi use paths along 161st & Spring Mill
10. Variable (mixed) wall & landscape screening to shield the parking lots along 161st & Spring Mill (not including the medical building or areas south)
11. Bike parking adjacent to buildings (locations TBD)

GAZEBO EXAMPLES



RAIL CAR FEATURE EXAMPLES



RAIL CROSSING & CANTILEVER EXAMPLE



CENTER DRIVE 161st ENTRANCE EXAMPLE (PILLARS)



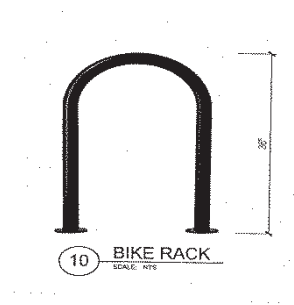
CENTER DRIVE LANDSCAPE MEDIAN EXAMPLES



INTERIOR CROSS WALK EXAMPLES



BIKE RACK & LIGHT POLE EXAMPLE



BLACK WROUGHT IRON
LOOK ORNAMENTAL POLE
TO MATCH MAIN STORE

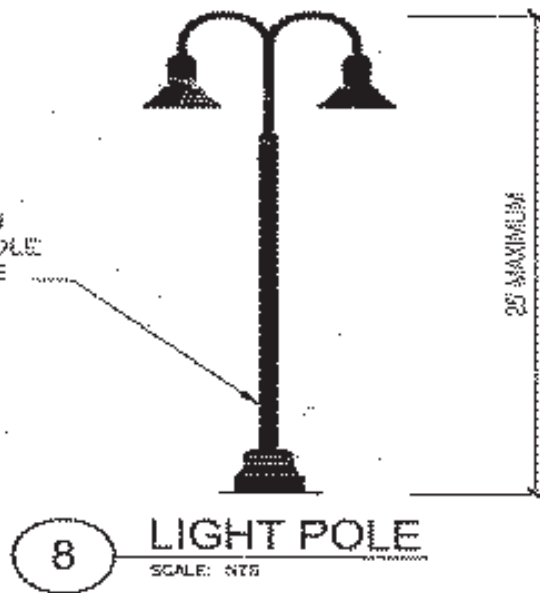


EXHIBIT E
BIKE PARKING AMENITY

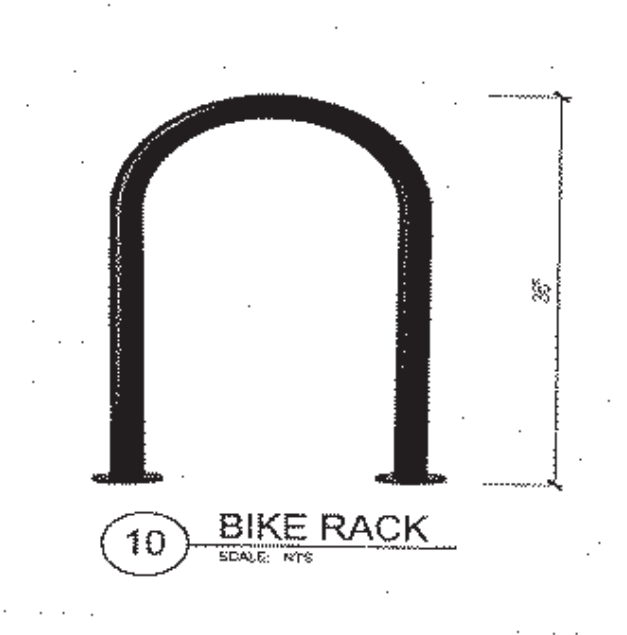
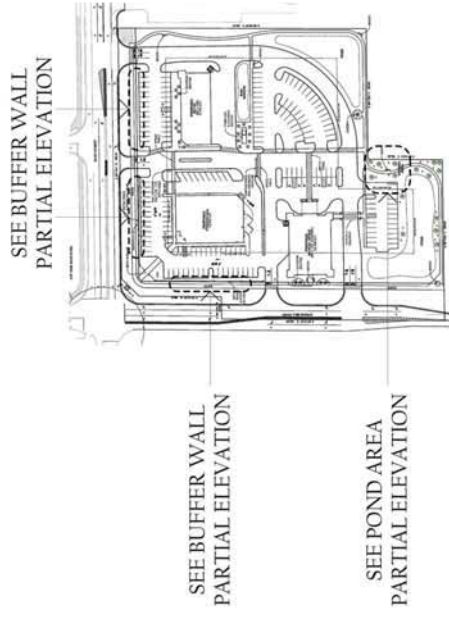


EXHIBIT F



BUFFER WALL PARTIAL ELEVATION

LANDSCAPING AS SHOWN IS CONCEPTUAL.
ALL PLANTS TO BE VERIFIED AND DESIGNED.



ARCHITECTURAL SITE KEY PLAN

NO SCALE



POND AREA PARTIAL ELEVATION

LANDSCAPING AS SHOWN IS CONCEPTUAL AS
A BLEND OF EXISTING AND NEW. ALL PLANTS
TO BE VERIFIED AND DESIGNED.

PROPOSED DEVELOPMENT
SPRINGMILL CORNER
161st & SPRINGMILL ROAD
WESTFIELD, INDIANA

SEPTEMBER 22, 2014



COMMERCIAL REAL ESTATE SERVICES
8551 64th Street
Indianapolis, Indiana 46220
Ph (317) 253-1447 Fx (317) 205-9992

Lanston & Condon
ARCHITECTURAL
INTERIOR DESIGN
07/20/2012

RESOLUTION NO. 14-130

**RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF WESTFIELD, INDIANA,
REQUESTING THE LEASING OF ECONOMIC DEVELOPMENT FACILITIES
AND TAKING OTHER ACTIONS REGARDING THE PROPOSED LEASE
(GRAND PARK INDOOR ATHLETIC FACILITY)**

WHEREAS, Indiana Code Title 36, Article 7, Chapters 11.9 and 12 (collectively, the “Act”) declares a unit of government may lease, as lessee, economic development facilities and that such constitutes a public purpose; and

WHEREAS, pursuant to the Act, the City of Westfield, Indiana (the “City”) is authorized enter into a lease, as lessee, for the purpose of causing the acquisition, construction, installation and equipping of economic development facilities in order to foster diversification of economic development, creation of business opportunities and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Holladay Properties Grand Sports I, LLC (the “Company”) desires to construct and lease to the City economic development facilities to be undertaken by the Company consisting of the acquisition, construction and equipping of an indoor athletic facility to be used for field sports and ancillary uses containing approximately 380,000 square feet to be located in Grand Park at 701 E. 191st Street, Westfield, Indiana (the “Project”) pursuant to a lease agreement between the Company, as Lessor, and the City, as Lessee, (the “Lease”); and

WHEREAS, the Company has arranged for financing of the Project; and

WHEREAS, this Council has studied the Project and the proposed leasing of the Project to the City and its effects on the health and general welfare of the City and its citizens; and

WHEREAS, the completion of the Project will result in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health safety and general welfare of the City and its citizens; and

WHEREAS, pursuant to and in accordance with the Act, the City desires to enter into the Lease; and

WHEREAS, there have been prepared plans and specifications and cost estimates for the Project, which have been reviewed by this Council; and

WHEREAS, the Lease will be payable from any legally available revenues of the City; and

WHEREAS, there has been submitted to this Council a proposal form of the Lease; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the leasing of the Project by the Company to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE WESTFIELD COMMON COUNCIL, THAT:

Section 1. A need exists for the Project, and the Project cannot be provided from any funds available to the City, and this Council shall proceed to take such steps as may be necessary to secure (1) the acquisition and construction by the Company of the Project and all of the costs associated therewith by the Company, and (2) the leasing of the Project by the Company to the City pursuant to the Act.

Section 2. The providing for the leasing of the Project to the City is in the public interest of the citizens of the City and is a proper public purpose for which this Council agrees to cooperate with the Company and assist it in fulfilling the requirements of all agencies, including federal, state and city governments.

Section 3. Upon the expiration of the term of the Lease, the City will accept from the Company the Project, free and clear of all liens and encumbrances thereon, except as otherwise provided therefore in the Lease.

Section 4. The terms and conditions of the proposed form of Lease are preliminarily approved and agreed to as the basis for public hearings as required by law, and one hearing shall be held by the Westfield Economic Development Commission and one by this Council upon the necessity for the execution of the Lease and whether the lease rental provided therein is a fair and reasonable rental for the Project prior to the final determination of such questions so that this Council may determine whether to execute such Lease as now written or as modified hereafter by agreement of the parties prior to execution, and such hearing is to be held at 7:00 p.m., local time,

on October 27, 2014, in the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, Indiana.

Section 5. Any officer of the City shall be, and hereby is, authorized, empowered and directed, on behalf of the City to publish a notice of such public hearing and to take any other action as such officer deems necessary or desirable to effectuate this Resolution, and any such publication or other actions heretofore made or taken are hereby ratified and approved.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS 13th DAY OF OCTOBER, 2014, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steve Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Bob Smith	_____ Bob Smith	_____ Bob Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert Stokes	_____ Robert Stokes	_____ Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that RESOLUTION 14-130 was delivered to the Mayor of Westfield on the _____ day of _____, 2014, at ____:____.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 14-130
this _____ day of _____, 2014
at ____:____.m.

I hereby VETO Resolution 14-130
this _____ day of _____, 2014
at ____:____.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

This document prepared by James T. Crawford, Jr., Esq. Krieg DeVault LLP, 161 Lakeview Drive, Noblesville, IN 46060, (317) 238-6239.

KD_IM-6699954_1.DOCX

4.4 Sign Standards. Shall be provided in accordance with the provisions of the Zoning Ordinance (*WC § 16.08*). Additionally, signage shall be generally uniform throughout the Real Estate to provide a cohesive and consistent theme. The following additional restrictions shall apply:

- A. All ~~wall and ground identification~~ signs shall be either (i) reverse channel letter, in accordance with *WC § 16.08.010(E)(14)*; or (ii) externally lit with gooseneck light fixtures. Notwithstanding the foregoing, the building on the Real Estate at the intersection of 161st Street and Spring Mill Road labeled on the Concept Plan attached as Exhibit B as a "Proposed CVS Pharmacy" may have signs with internally illuminated letters facing north toward 161st Street and/or facing west toward Spring Mill Road.
- B. Ground identification signs shall be architecturally compatible with the architecture of the Real Estate's buildings.
- C. ~~No internally illuminated identification wall signs shall be permitted to face or be oriented towards the Real Estate's south property line. Backlighting, goose-neck lighting, and the like, shall be permitted.~~
- D. ~~Canopy or building mounted drive-thru, open/closed, or other directional signs may be internally illuminated.~~

LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is made and entered into as of the ____ day of _____, 2014 (the "**Effective Date**"), by and between Holladay Properties Grand Park Sports I LLC, an Indiana limited liability company ("**Landlord**"), and the City of Westfield, Indiana, an Indiana municipal corporation ("**Tenant**").

Recitals

A. Landlord owns (or is anticipated to own) that certain undeveloped parcel of land containing approximately 14.5 acres in Westfield, Indiana, as legally described on Exhibit A attached hereto and made a part hereof (the "**Land**").

B. Landlord shall construct the Project Improvements (as defined in Section 2.1(a) hereof) on the Land, subject to the terms and conditions of this Lease. The Project Improvements and all other improvements, fixtures and other items of real property which are installed or located on the Land, together with all additions, alterations and replacements thereof are herein collectively called the "**Improvements**." The Land and the Improvements are herein collectively called the "**Demised Premises**."

C. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Demised Premises, subject to the terms and conditions of this Lease.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Article I.

Recitals, Grant, Term and Conditions Precedent

Section 1.1 Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Lease and are hereby made a part hereof as if fully set forth herein.

Section 1.2 Grant and Term of Lease. Landlord hereby demises and leases the Demised Premises to Tenant, to have and to hold the same, for a term commencing on the Lease Commencement Date (as defined in Section 2.3(a) hereof) and ending 25 Lease Years (as defined in Section 3.1 hereof) after the Lease Commencement Date, unless sooner terminated in the manner provided herein (the "**Term**"), to be occupied and used by Tenant for the uses permitted under Section 4.1 hereof, subject to the covenants and agreements herein contained. Tenant shall be liable to Landlord for the payment of Base Rent (as defined in Section 3.1 hereof) and the payment of any other obligations to be paid by Tenant commencing on the Lease Commencement Date.

Section 1.3 Conditions Precedent.

(a) On, or within four business days following, the Effective Date, Tenant shall publish notice of the execution of this Lease in the manner required under applicable Indiana law. Landlord and Tenant agree that it shall be a condition precedent to any obligations on the part of either Landlord or Tenant under this Lease, other than those obligations set forth in this Section 1.3(a), that either (i) 30 days shall have passed from the date of such publication without any party having contested in the manner provided under Indiana law the approval or execution of this Lease, or (ii) if any party contests in the manner provided under Indiana law the approval or execution of this Lease within 30 days of such publication, that such contest is fully and completely abandoned within 30 days after having been made (the "**Lease Contest Condition**"). In the event of any such contest, Tenant shall immediately notify Landlord of such contest and if such contest is not fully and completely abandoned within 30 days after having been made, then any and all obligations under this Lease shall be null and void without further action on the part of either Landlord or Tenant. In the event no such contest occurs, or if such a contest occurs but such contest is fully and completely abandoned within 30 days after having been made, then the Lease Contest Condition shall be deemed fully and completely satisfied and Landlord and Tenant shall promptly execute a certificate confirming the same.

(b) Landlord and Tenant agree that it shall be a condition precedent to any obligations on the part of Landlord under this Lease, other than those obligations set forth in this Section 1.3(b), that Landlord shall have determined that there has been no material adverse change to the project contemplated by this Lease, including, without limitation, the availability of the financing of the Project Improvements consistent with the terms set forth on Schedule 1.3(b) attached hereto and made a part hereof (the "**Financing**"), during the period commencing on the Effective Date and continuing through the date that is 75 days after the Effective Date (the "**Material Adverse Change Condition**"). In the event of any such material adverse change, Landlord may notify Tenant of such material adverse change, and any and all obligations under this Lease shall be null and void without further action on the part of either Landlord or Tenant. In the event no such material adverse change occurs or Landlord waives the Material Adverse Change Condition, the Material Adverse Change Condition shall be deemed fully and completely satisfied and Landlord and Tenant shall promptly execute a certificate confirming the same.

(c) Landlord and Tenant agree that it shall be a condition precedent to any obligations on the part of Landlord under this Lease, other than those obligations set forth in this Section 1.3(c), that Landlord shall have acquired title to the Land on or before the date that is 75 days after the Effective Date (the "**Land Acquisition Condition**"). In the event Landlord has not so acquired the Land, Landlord may notify Tenant thereof, and any and all obligations under this Lease shall be null and void without further action on the part of either Landlord or Tenant. In the event Landlord so acquires the Land, the Land Acquisition Condition shall be deemed fully and completely satisfied and Landlord and Tenant shall promptly execute a certificate confirming the same.

Article II.
Construction of the Project Improvements

Section 2.1 Project Improvements, Construction Plans, Change Orders and Allowances.

(a) Project Improvements. Landlord shall (i) retain such architects, engineers and/or consultants from time to time (collectively, the "**Project Architect**") to design the Project Improvements and provide all of the standard architectural, engineering and space planning services required in connection with the construction and delivery of the Project Improvements, (ii) apply for and obtain the required building and other similar permits in connection with the construction and delivery of the Project Improvements, and (iii) furnish all of the material, labor and equipment for the construction on the Land of certain improvements consisting of (A) an approximately 378,000 square foot indoor athletic facility, including, without limitation, the tenant finish portion of the Project Improvements in accordance with the process anticipated by Exhibit C attached hereto and made a part hereof (the "**Building**"), and (B) related parking areas, athletic fields and grounds (collectively, the "**Project Improvements**"). Landlord shall complete construction of the Project Improvements in substantial accordance with the Construction Plans (as defined in Section 2.1(b) hereof), the applicable building code as it is in effect, interpreted and enforced by the governmental bodies having jurisdiction thereof, and the Americans With Disabilities Act (the "**ADA**") and all other applicable laws, as the same are in effect, interpreted and enforced with respect to the Project Improvements by governmental or other bodies having jurisdiction thereof. For the avoidance of doubt, except for Landlord's obligations to design and construct the Project Improvements as expressly set forth in this Lease (collectively, "**Landlord's Express Lease Obligations**"), all compliance with the ADA and all other applicable laws with respect to the Demised Premises, as the same are from time to time in effect, interpreted and enforced by governmental or other bodies having jurisdiction over such matters, shall be the sole responsibility of Tenant. Landlord shall own fee simple title to all of the Demised Premises.

(b) Construction Plans. Landlord shall cause plans and specifications for the Project Improvements to be prepared by the Project Architect in a manner that is consistent in all material respects with the outline specifications set forth on Exhibit B attached hereto and made a part hereof (such plans and specifications, subject to Change Orders (as defined in Section 2.1(c)(iii) hereof) and other modifications initiated by Landlord in the course of construction of the Project Improvements, are collectively, the "**Construction Plans**").

(c) Change Orders.

(i) Tenant may request changes in the work with respect to the Project Improvements consisting of additions or deletions to, or other revisions in, the Construction Plans (such a request from Tenant, a "**Tenant Change Order**"). Landlord shall approve any Tenant Change Order that is (A) deemed reasonable and necessary by Tenant, (B) approved by any Mortgagee (as defined in Section 16.1 hereof), and (C) reasonably determined by Landlord to be financially feasible and practicable in light of the project schedule as it relates to the structure and nature of the Financing. Landlord

shall include the information required by Section 2.1(c)(iii) hereof in any approved Tenant Change Order.

(ii) In the event that (A) a Force Majeure Event (as defined in Section 2.2(a) hereof) occurs that Landlord reasonably determines has a material adverse impact on construction activities (whether by requiring a change in the Construction Plans, increasing the cost of completing construction in accordance with the Construction Plans or otherwise), and/or (B) Landlord determines that the full cost of installing, to the point at which such lines and infrastructure connect to the Building, any and all utility lines and infrastructure required in connection with the construction of the Project Improvements (including, without limitation, any road development fees, tap fees or connection fees and the costs, if any, required to obtain easements or rights of way) is not accurately accounted for in the projected Project Costs set forth on Exhibit F attached to and made a part hereof (as defined in Section 3.5 hereof), then Landlord shall have the right, upon notice to Tenant as to the amount and reason therefor, to change the Project Improvements and/or the Project Costs as may be reasonably necessary by reason of such condition (such change from Landlord, a "**Landlord Change Order**"). Tenant shall not have the right to approve or disapprove any Landlord Change Order.

(iii) Any Tenant Change Order approved by Landlord or Landlord Change Order evidenced by a written change order prepared by Landlord is herein called generally a "**Change Order**." A Change Order is a written order, stating in detail, if applicable, the change in the work, the increase or decrease to the scope of work of the applicable portion of the Project Improvements, any anticipated change in the scheduled date for the substantial completion thereof, or any change in the cost thereof resulting from such Change Order (which, for the avoidance of doubt, shall include any financing costs related thereto or resulting therefrom) (any such change in cost is herein called a "**Change Order Cost**"). The Change Order Cost shall be determined in the manner described in Section 2.1(d) hereof and shall be set forth as part of the written Change Order. Any Change Order Cost that increases the cost of constructing the Project Improvements shall be added to the Project Costs.

(d) Change Order Costs. The Change Order Cost for each Change Order hereunder shall be equal to the sum of all projected costs by Landlord, including, without limitation, financing costs whether expenses or interest costs (which shall be documented and verifiable) incurred in connection with the subject change, plus an aggregate fee of seven and 50/100 percent (7.50%). Prior to the start of the work which is the subject of a Change Order, Landlord shall provide Tenant with reasonable documentation with respect to the Change Order Costs therefor. Tenant agrees that Tenant shall pay to Landlord, in advance and on demand, the full amount of the Change Order Cost.

(e) Allowances. Landlord shall construct the tenant finish portion of the Project Improvements in accordance with the process anticipated by Exhibit C attached hereto and made a part hereof.

Section 2.2 Scheduled Substantial Completion and Delivery of Possession, Tenant Delays, Excused Delays and Substantial Completion.

(a) Scheduled Substantial Completion and Delivery of Possession, Tenant Delays and Excused Delays. Landlord (i) shall proceed diligently with the construction of the Project Improvements in substantial accordance with the Construction Plans, and (ii) shall Substantially Complete (as defined in Section 2.2(b) hereof) the Project Improvements and deliver possession of the Demised Premises to Tenant no later than 12 months after the last to occur of the date the Lease Contest Condition is satisfied, the date the Material Adverse Change Condition is satisfied or the date the Land Acquisition Condition is satisfied (the "**Scheduled Substantial Completion Date**"), provided, however, that if there is any delay therein (of which Landlord has given Tenant notice within 30 days after Landlord has actual notice of the event giving rise to such delay) which is caused or materially contributed to by Tenant, including, without limitation, any delay in the construction timeline resulting from any Change Orders requested by Tenant or as a result of the process anticipated by Exhibit C attached hereto and made a part hereof ("**Tenant Delays**"), from any other Change Orders or by Force Majeure Events (collectively, including, Tenant Delays, "**Excused Delays**"), then the Scheduled Substantial Completion Date and delivery of possession shall be extended for the additional time caused thereby. For purposes of this Lease, the term "**Force Majeure Events**" shall mean any act of God, unusual weather conditions, labor or material shortages, fire, earthquake, flood, explosion, police action, invasion, insurrection, riot, mob violence, sabotage, strike, terrorism, condemnation, any court order, judgment or decree or other judicial action, governmental acts or omissions (including, without limitation, permitting and other approvals necessary to effectuate the Project Improvements), subterranean conditions of the Land that were not reasonably foreseeable on the Effective Date and that have a material adverse impact on construction activities, finding or adjudging the absence of the ability, right, power or authority of a party to carry out the terms of this Lease, or otherwise preventing or enjoining a party from proceeding with its obligations under this Lease, restraint by or of governmental, civil or military authorities, or any other causes beyond the reasonable control of the parties.

(b) Substantial Completion. For purposes of this Lease, each portion of the Project Improvements shall be considered substantially completed (which, together with any other phrase similar to, or other form of, "substantially completed," is herein called "**Substantially Completed**," "**Substantial Completion**," or the like) at such time as such portion of the Project Improvements have been substantially completed in material accordance with the Construction Plans.

(c) Early Access. Upon reasonable advance notice to Landlord, Landlord may allow Tenant access to the Demised Premises (provided that such access is permitted by all applicable governmental authorities having jurisdiction) to install cabling and conduit and complete other proprietary work (but not to conduct its operations). Anything in this Section 2.2(c) to the contrary notwithstanding, in connection with the early access permitted hereunder, (i) Tenant shall not interfere with the completion of construction of the Project Improvements or occasion any labor dispute as a result of such installations, (ii) Tenant hereby assumes all risk of loss or damage to its cabling and conduit, and to any and all other personal property of Tenant, or its contractors, subcontractors, agents and employees, except loss or damage caused by the negligence or willful acts of Landlord or its contractors, subcontractors, agents or employees,

and (iii) Tenant and Tenant's contractors shall reasonably cooperate with Landlord and Landlord's contractors to avoid delays and increased costs. Any delay in Substantial Completion attributable to Tenant's access pursuant to this Section 2.2(c) shall be considered a Tenant Delay.

Section 2.3 Lease Commencement Date and Delays in Substantial Completion of Project Improvements.

(a) Lease Commencement Date. The Term shall commence on the date that Landlord delivers possession of the Demised Premises to Tenant with all of the Project Improvements Substantially Completed (the "**Lease Commencement Date**"). Within a reasonable time after the Lease Commencement Date, Landlord shall deliver to Tenant a commencement date memorandum in substantially the form set forth on Exhibit D attached hereto and made a part hereof (the "**Lease Commencement Date Memorandum**"), with all blanks relating to dates completed with dates that Landlord derives in accordance with this Lease. Within 10 days after receipt thereof from Landlord, Tenant shall execute and deliver the Lease Commencement Date Memorandum to Landlord. Tenant's failure to execute and deliver to Landlord the Lease Commencement Date Memorandum shall be deemed an admission that the Lease Commencement Date Memorandum is accurate, unless Tenant has delivered objections thereto to Landlord within the 10 day period.

(b) Delays in Substantial Completion of Project Improvements. It is anticipated that the Project Improvements shall be Substantially Completed in accordance with this Lease by the Scheduled Substantial Completion Date. In the event that, unless any such delay was due to an Excused Delay, the Project Improvements are not Substantially Completed by the date which is 90 days after the Scheduled Substantial Completion Date (the "**First Delayed Scheduled Substantial Completion Date**"), then all Base Rent hereunder shall abate for one day for each day from the First Delayed Scheduled Substantial Completion Date to the actual date on which the Project Improvements are Substantially Completed in accordance with this Lease (the "**Actual Substantial Completion Date**"). In the event that, subject to Excused Delays, the Project Improvements are not Substantially Completed by the date which is 180 days after the Scheduled Substantial Completion Date (the "**Second Delayed Scheduled Substantial Completion Date**"), then, in addition to the abatement of Base Rent under the immediately preceding sentence, all Base Rent hereunder shall abate for one additional day for each day from the Second Delayed Scheduled Substantial Completion Date to the Actual Substantial Completion Date. Notwithstanding any other provision in this Lease, the rent abatement shall be Tenant's sole and exclusive remedy for late delivery of the Demised Premises and shall accrue as set forth above and shall be credited commencing on the Lease Commencement Date.

Section 2.4 Punch List Items. Within 30 days after Substantial Completion of the Project Improvements, Landlord and Tenant shall inspect the Project Improvements and develop a list of items which were not properly completed by Landlord in material accordance with this Lease and the Construction Plans (the "**Punch List Items**"). Landlord and Tenant shall use their respective good faith reasonable efforts to agree on a mutually convenient date for such inspection and development of the list of the Punch List Items (the "**Punch List**"). Landlord shall thereafter promptly commence material completion of the Punch List Items within 30 days after the Punch List has been finalized, and shall continue to pursue such completion with

commercially reasonable diligence and speed, but no later than 60 days after the Punch List has been finalized (subject to Excused Delays).

Section 2.5 Construction Meetings and Inspections.

(a) Construction Meetings. Commencing on the first full week after the week in which Landlord commences vertical construction of the Project Improvements, and continuing each week thereafter until Substantial Completion, Landlord, Tenant, the Project Architect and a representative of the general contractor of the Project Improvements shall attend construction meetings at a mutually acceptable location during general business hours, for the purposes of discussing the progress of the Project Improvements in accordance with the construction schedule.

(b) Inspections. Upon reasonable written notice delivered to Landlord, Tenant may cause inspections of the Project Improvements as Tenant reasonably deems to be necessary or appropriate (the "**Tenant's Inspections**"), provided that (i) Tenant shall specify the portion of the Project Improvements to be inspected by not less than 24 hours prior written notice to Landlord, (ii) Tenant shall comply with all health and safety rules of which Tenant has been informed that have been established by Landlord and/or the general contractor for personnel present on the Demised Premises, and (iii) Landlord shall coordinate the inspections so that the inspections do not interfere with the construction of the Project Improvements. Landlord reserves the right to accompany, and/or to have the general contractor accompany, Tenant, or its representative, during any inspection of the Project Improvements. In conjunction with any Tenant's Inspections, Tenant shall notify Landlord of any item or component of the Project Improvements that Tenant reasonably believes (i) is defective or materially deviates from the Construction Plans, or (ii) has not been performed in material accordance with the terms and conditions of this Lease or the Construction Plans.

Article III. Rent

Section 3.1 Base Rent. In consideration of the construction of the Project Improvements and the leasing of the Demised Premises, Tenant covenants to pay to Landlord, without previous demand therefor and without any right of setoff or deduction whatsoever, except as otherwise expressly permitted herein, at the address of Landlord for notice as set forth in Section 20.3 hereof or at such other place as Landlord may from time to time designate in writing, annual base rent (the "**Base Rent**") as follows:

each Lease Year for Lease Years 1 – 5:	\$1,970,000 per annum;
each Lease Year for Lease Years 6 – 10:	\$2,045,000 per annum;
each Lease Year for Lease Years 11 – 15:	\$2,120,000 per annum;
each Lease Year for Lease Years 16 – 20:	\$2,195,000 per annum; and
each Lease Year for Lease Years 21 – 25:	\$2,270,000 per annum.

The above Base Rent amounts are subject to increase as provided in Section 3.2 hereof. In the event of any such increase in the above Base Rent amounts, Landlord and Tenant shall promptly execute a certificate confirming the same. Except as otherwise provided herein, Base Rent shall be payable in advance, in two equal semi-annual installments on January 1 and July 1 of each year.

(a) Lease Commencement Date During Calendar Year 2015. For purposes of this Lease, if the Lease Commencement Date occurs during calendar year 2015, the term "**Lease Year**" shall mean the first 12 full calendar months following the Lease Commencement Date and each consecutive 12 full calendar month period thereafter, provided, however, that the term "**Lease Year**" for the initial Lease Year shall include the remaining portion of the partial semi-annual period in which the Lease Commencement Date occurs and the full following 12 months. By way of example only, and not in limitation, if the Lease Commencement Date is October 20, 2015, then the initial Lease Year shall be for the period commencing on October 20, 2015, and continuing through December 31, 2016. The first semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on July 1, 2016, and Tenant shall also pay, on such date, a supplemental Base Rent payment that is prorated by multiplying the amount of the first semi-annual installment of Base Rent for the initial Lease Year by a fraction, the numerator of which is the number of days, including the Lease Commencement Date, then remaining in such semi-annual period, and denominator of which is 180; provided, however, the amount of capitalized interest included in the Financing that is attributable to the period from the Lease Commencement Date through December 31, 2015, shall be credited against the supplemental Base Rent payment. The second semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on July 1, 2016 (being the same due date as the first semi-annual installment of Base Rent for the initial Lease Year).

(b) Lease Commencement Date After Calendar Year 2015. For purposes of this Lease, if the Lease Commencement Date occurs after calendar year 2015, the term "**Lease Year**" shall mean the first 12 full calendar months following the Lease Commencement Date and each consecutive 12 full calendar month period thereafter, provided, however, that in the event that the Lease Commencement Date occurs other than on the first day of a semi-annual period, the term "**Lease Year**" for the initial Lease Year shall include the remaining portion of the partial semi-annual period in which the Lease Commencement Date occurs and the full following 12 months. By way of example only and not in limitation, if the Lease Commencement Date is February 20, 2016, then the initial Lease Year shall be for the period commencing on February 20, 2016, and continuing through June 30, 2017. The first semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on the first July 1 or January 1 to occur on or after the Lease Commencement Date, and, in the event that the Lease Commencement Date does not occur on the first day of a semi-annual period, Tenant shall also pay, on such date, a supplemental Base Rent payment that is prorated by multiplying the amount of the first semi-annual installment of Base Rent by a fraction, the numerator of which is the number of days, including the Lease Commencement Date, then remaining in such semi-annual period, and denominator of which is 180. The second semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on the next following July 1 or January 1 to occur. By way of example only and not in limitation, if the Lease Commencement Date is February 20, 2016, then the first semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on July 1, 2016, the supplemental payment of Base Rent for the initial Lease Year shall

be due and payable on July 1, 2016, and the second semi-annual installment of Base Rent for the initial Lease Year shall be due and payable on January 1, 2017.

(c) Subsequent Lease Years. For each Lease Year after the initial Lease Year, the first semi-annual installment of Base Rent shall be due and payable on January 1 or July 1 of that Lease Year, as applicable, and the second semi-annual installment of Base Rent for such Lease Year shall be due and payable on January 1 or July 1 of such Lease Year, as applicable.

Section 3.2 Base Rent Adjustment. In the event the assumed interest rate for the Financing set forth as a part of the Project Costs increases after the Effective Date, then the annual Base Rent shall be immediately, automatically and equitably increased so as to ensure that any and all of the additional cost associated therewith or resulting therefrom is borne by Tenant in the form of increased Base Rent throughout the Term and without any impact to Landlord or its financial return associated with this Lease.

Section 3.3 Additional Rent. Except as expressly otherwise provided in this Lease, (a) the Base Rent shall be net to Landlord so that this Lease shall yield, net to Landlord, the Base Rent in each year of the Term, and (b) all real estate taxes and other impositions or assessments, all insurance premiums, all utility charges, all management fees, all operating, maintenance, repair and replacement expenses (including, without limitation, all expenses of a capital nature and for snowplowing, landscaping and the like), all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises, which may arise or become due during the Term, shall be paid or discharged by Tenant. In the event Tenant fails to pay or discharge any real estate taxes or other impositions, insurance premiums, utility charges, management fees, operating, maintenance, repair or replacement expenses, expenses relating to compliance with laws, or other costs, fees, charges, expenses, reimbursements or obligations that Tenant is obligated to pay or discharge, and after not less than 30 days' prior written notice (except that no notice shall be required in the case of emergencies), Landlord may, but shall not be obligated to pay the same, and in such event, Tenant shall immediately reimburse Landlord therefor and pay the same as additional rent (all such items for which Tenant is responsible hereunder are herein collectively called "**Additional Rent**"). The Base Rent and the Additional Rent are herein collectively called "**Rent**."

Section 3.4 Delinquent Payments.

(a) Except as expressly provided in this Lease, all payments of Base Rent and Additional Rent shall be payable without previous demand therefor without any right of setoff or deduction whatsoever. Any installment of Base Rent or Additional Rent or any other charges payable by Tenant under this Lease which are not paid when due shall bear interest at an annual rate equal to five and 00/100 percent (5.00%) per annum in excess of the published "prime rate" or "base rate" of interest charged by JPMorgan/Chase Bank, N.A., Indianapolis, Indiana (or if it is not then in existence, its successor, or if neither is then in existence, another reasonably comparable bank selected by Landlord) from the date when the same is due hereunder until the same has been paid, but in no event in excess of the maximum lawful rate permitted to be charged by Landlord against Tenant. Such rate of interest is sometimes hereinafter referred to as the "**Maximum Rate of Interest**."

(b) Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, Landlord may charge the amount of the late or other similar charge due in connection with the Financing plus ten percent (10%) for any such late payment.

Section 3.5 Project Costs. For purposes of this Lease, the term "**Project Costs**" shall mean any and all costs and expenses incurred in connection with and in furtherance of consummating the transactions and activities contemplated by this Lease, including, without limitation, the costs and expenses incurred in connection with the acquisition of the Land, the loan and related costs and expenses of the Financing, and the hard and soft costs and expenses incurred in building the Project Improvements. The Project Costs shall include, but not be limited to, the costs and expenses of any nature related to the development and construction of the Project Improvements including, without limitation, the projected Project Costs set forth on Exhibit F attached to and made a part hereof.

Article IV. Use of Demised Premises

Section 4.1 Permitted Use. The Demised Premises, including, without limitation, all Improvements hereafter erected on the Land, shall be used for any one or all of the following: indoor athletic fields, other uses ancillary thereto and any other use approved by Landlord, such approval not to be unreasonably delayed, conditioned or withheld (the "**Permitted Use**"). Tenant shall not use or occupy the same, or knowingly permit them to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same or any of the Permitted Encumbrances (as identified on Exhibit A), or which would make void or voidable any insurance then in force with respect thereto or which would make it commercially impracticable to obtain fire or other insurance thereon required to be furnished hereunder by Tenant, or which would constitute a public or private nuisance or waste, or which would violate Tenant's obligations under Section 9.4 hereof with respect to any Hazardous Materials Laws (as defined in Section 9.4(a) hereof).

Section 4.2 Acceptance of Demised Premises. Except as explicitly set forth in this Lease, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Demised Premises or with respect to the suitability or fitness of the same for the conduct of Tenant's operations or for any other purpose.

Article V. Payment of Taxes, Assessments and Other Impositions

Section 5.1 Tenant Obligation and Payment of Impositions. Tenant shall pay, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, or as otherwise reasonably directed by Landlord, all real estate taxes, special assessments, water rates and charges, sewer rates and charges, including, without limitation, any sum or sums payable for present or future sewer or water capacity, charges for public and private utilities, street lighting,

excise levies, licenses, permits, inspection fees, other governmental charges, taxes based upon the receipt of rent, and all other charges or burdens of whatsoever kind and nature incurred in the use, occupancy, ownership, operation, leasing or possession of the Demised Premises, without particularizing by any known name or by whatever name hereafter called, and regardless of whether any of the foregoing are general or special, ordinary or extraordinary, foreseen or unforeseen, which at any time are due and payable during the Term or otherwise reasonably determined by Landlord to have accrued during or to be attributable to the Term (collectively, "**Impositions**"). Landlord shall cause the taxing authority to send the tax bills directly to Tenant, and Tenant shall pay directly to the taxing authority such Impositions. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant's obligation prior to the date on which such Impositions are due. If the statement for the Impositions is sent to Landlord, Landlord shall promptly forward the statement to Tenant. In the event assessments are payable in installments, Tenant shall have the right to elect to pay same over the longest available installment period. Tenant shall be entitled to the benefit of any discount, rollback or credit given to Landlord with respect to any real estate taxes applicable to this Lease.

Section 5.2 Tenant's Right to Contest Impositions. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. If permitted by law, Tenant may postpone or defer payment of such Imposition if (a) neither the Demised Premises nor any portion thereof would, by reason of such postponement or deferment, be in danger of being forfeited or lost, and (b) unless Landlord and Tenant have reasonably agreed as to an alternate form of security, Tenant shall have deposited with Landlord cash or a certificate of deposit payable to Landlord issued by a national bank or federal savings and loan association reasonably acceptable to Landlord in the amount of one hundred ten and 00/100 percent (110.00%) of the Imposition so contested and unpaid, together with all interest and penalties which may accrue in Landlord's reasonable judgment in connection therewith, and all charges which may be assessed against or become a charge on the Demised Premises, or any portion thereof, during the pendency of such proceedings. Immediately upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or portion thereof, if any, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, including, without limitation, reasonable attorneys' fees, interest, penalties, fines and other liability in connection therewith. Within 30 days after such payment by Tenant, Landlord shall return all amounts or certificates deposited with it with respect to the contest of such Imposition, as aforesaid, or at the written direction of Tenant, Landlord shall make such payment out of the funds on deposit with Landlord and the balance, if any, shall be returned to Tenant. Tenant shall be entitled to the refund of any Imposition, penalty, fine and interest thereon received by Landlord which have been paid by Tenant or which have been paid by Landlord but for which Landlord has been previously reimbursed in full by Tenant. Landlord shall not be required to join in any proceedings referred to in this Section 5.2 unless the provisions of any law, rule or regulation at the time in effect requires that such proceedings be brought by or in the name of Landlord. In such event, Landlord shall join in such proceedings or permit the same to be brought in Landlord's name at no cost to Landlord and upon compliance with such conditions as Landlord may reasonably require. Landlord shall not ultimately be subject to any liability for the payment of any fees, including, without limitation, reasonable attorneys' fees, costs and expenses in connection with such proceedings. Tenant shall pay all

such fees (including, without limitation, reasonable attorneys' fees), costs and expenses or, on demand, shall reimburse Landlord for such payment. During the time when any certificate of deposit is on deposit with Landlord, and prior to the time when the same is returned to Tenant or applied against the payment, removal or discharge of Impositions, as above provided, Tenant shall be entitled to receive all interest paid thereon, if any. Cash deposits shall not bear interest.

Section 5.3 Evidence of Payment. Tenant shall furnish to Landlord and to Mortgagee not less than 30 days before the date upon which any Imposition is due and payable, official receipts of the appropriate taxing authority, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of the same.

Section 5.4 Landlord's Right to Contest Impositions. In addition to the right of Tenant under Section 5.2 hereof to contest the amount or validity of Impositions, Landlord shall also have the right, but not the obligation, to contest the amount or validity, in whole or in part, of any Impositions not contested by Tenant, by appropriate proceedings conducted in the name of Landlord or in the name of Landlord and Tenant. If Landlord elects to contest the amount or validity, in whole or in part, of any Impositions, such contests by Landlord shall be at Landlord's sole cost and expense, provided, however, that if the amounts payable by Tenant for Impositions are reduced (or if a proposed increase in such amounts is avoided or reduced) by reason of Landlord's contest of Impositions, then Tenant shall reimburse Landlord for all costs incurred by Landlord in contesting Impositions, but such reimbursements shall not be in excess of the amount saved by Tenant by reason of Landlord's actions in contesting such Impositions.

Article VI. Insurance

Section 6.1 Tenant's Property Insurance Obligations. During the Term, Tenant shall obtain and continuously maintain in full force and effect commercial property coverage on all buildings, improvements and betterments in an amount not less than 100% of the full replacement cost on a Special Peril Form, Risk of Direct Physical Loss with agreed amount coverage, including, but not limited to: Equipment Breakdown; Flood; Earthquake limit including sprinkler leakage; Building Ordinance or Law, Coverage A Building Limit, Coverage B & C for a sublimit not less than \$500,000; Service Interruption Direct Damage Limit and Indirect Damage; Back-up Sewers and Drains; Pollution Cleanup and Removal; Trees, Shrubs, Plants, Lawns; Signs; Debris removal; Fire Department Service Charges; Expediting Expense; in an amount suitable to cover losses. Landlord shall be endorsed onto the policy as Additional Insured-Building Owner per form CP 12 19 and Mortgagee shall be listed as loss payee. At all times, such insurance coverage shall be in an amount equal to one hundred and 00/100 percent (100.00%) of the then Full Replacement Cost of the Improvements. "**Full Replacement Cost**" shall be interpreted to mean the cost of replacing the Improvements without deduction for depreciation or wear and tear, and shall include, without limitation, a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Improvements in the event of damage thereto or destruction thereof. If a sprinkler system is located in the Improvements, sprinkler leakage insurance shall be procured and continuously maintained by Tenant.

Section 6.2 Tenant's Liability Insurance Obligations. During the Term, Tenant shall obtain and continuously maintain in full force and effect Commercial General Liability Insurance for Operations of Tenant (this coverage must extend to all buildings, improvements and land and/or any other area as designated by this Lease); on a standard ISO CG 00 01 Commercial General Liability form (or equivalent). This policy must be on an occurrence basis and provide coverage for: Abuse and Molestation; Severability of Interest between Named Insured's and Additional Insured's; Independent Subcontractors; Products and Completed Operations; Contractual Liability as standardly provided under ISO; Personal Injury Liability; and Hostile Fire Pollution. Coverage must be provided on a per location aggregate and limits must apply separately to this location. Additional insured on a Primary and Non-Contributory basis is required. The Additional Insured endorsement must include premises and operations and products and completed operations and shall name Landlord, the Mortgagee (and comply with all Mortgagee insurance requirements), property manager, agents, employees, directors, officers, shareholders, members, partners, volunteers, servants, and affiliates as Additional Insureds. The policy must provide minimum limits of:

Bodily Injury and Property Damage combined	\$5,000,000
General Annual Aggregate – Per Location	\$5,000,000
Products-Completed Operations Annual Aggregate	\$5,000,000
Bodily Injury and Property Damage Each Occurrence	\$5,000,000
Personal and Advertising Injury	\$5,000,000

The policy must have a commercially reasonable deductible and shall maintain an Umbrella Liability policy with a limit of not less than \$10,000,000 on an occurrence form. The policy must provide coverage over the primary Commercial General Liability, Automobile Liability, and Employers' Liability. A per location aggregate and additional insured on a primary non-contributory basis shall be provided under the policy. Such insurance must include specific coverage provisions or endorsements for broad form contractual liability insurance insuring Tenant's obligations under this Lease. Further, all such insurance shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the State of Indiana.

Section 6.3 Tenant's Personal Property Insurance. During the Term, Tenant shall obtain and continuously maintain in full force and effect insurance coverage upon all personal property of Tenant on the Demised Premises against loss or damage by fire, windstorm or other casualties.

Section 6.4 Automobile Liability Insurance. During the Term, Tenant shall obtain and continuously maintain in full force and effect Automobile Liability Insurance limits in the minimum amount of \$1,000,000 each accident combined single limit for any automobile (including, owned, scheduled, hired, non-owned vehicles, trucks and trailers).

Section 6.5 Workers' Compensation and Employers' Liability. During the Term, Tenant shall obtain and continuously maintain in full force and effect Workers' Compensation

Insurance in full compliance with the Workers' Compensation and Occupational Diseases Laws of all authorities having jurisdiction in locations in which the Improvements are located; and Employer's Liability coverage with limits of not less than \$500,000 each accident for Bodily Injury by accident; \$500,000 each accident for Bodily Injury by disease; and \$500,000 policy limit for Bodily Injury by disease.

Section 6.6 Rental Interruption Insurance. During the Term, Tenant shall maintain rent or rental value insurance in an amount equal to the full rental value of the Demised Premises for a period of two years against physical loss or damage of the Demised Premises resulting in all or a portion of the Demised Premises not being available for occupancy and use by Tenant. Mortgagee shall be named as loss payee on the rental interruption policy and the proceeds thereof shall be used to ensure the prompt and timely payment of any abated Rent permitted under this Lease.

Section 6.7 Waiver of Subrogation. Tenant shall cause to be inserted in all policies of insurance required by this Article VI a so-called "Waiver of Subrogation Clause" as to Mortgagee and Landlord and its directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (collectively, the "**Landlord Parties**" and separately, a "**Landlord Party**"). Tenant hereby waives, releases and discharges the Landlord Parties from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Lease (collectively and for all purposes under this Lease, and whether with respect to Landlord or Tenant ("**Claims**")), whatsoever arising out of loss, claim, expense or damage to or destruction to the extent covered or coverable by insurance required under this Article VI, notwithstanding that such loss, claim, expense or damage may have been caused by any Landlord Party. Tenant shall look only to said insurance coverage in the event of such loss.

Section 6.8 Evidence of Insurance. Tenant shall deliver to Landlord reasonable evidence of the insurance required by this Article VI, including policies, not less than 30 days prior to the expiration of any such policies and otherwise promptly upon Landlord's request.

Section 6.9 Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Article VI, Landlord may obtain such insurance on behalf of Tenant and Tenant shall be liable to Landlord for the costs incurred by Landlord in connection therewith. Except for commercially reasonable deductible amounts, Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior consent.

Section 6.10 Blanket Insurance Coverage. Nothing in this Article VI shall prevent Tenant from taking out insurance of the kind and in the amount provided for under this Article VI under a blanket insurance policy or policies (certificates, or upon request of Landlord, policies, thereof reasonably satisfactory to Landlord shall be delivered to Landlord) which may cover other properties owned or operated by Tenant as well as the Demised Premises, provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify therein the amounts thereof exclusively allocated to the Demised Premises or Tenant shall furnish Landlord with a written statement from the insurers under such policies specifying the

amounts of the total insurance exclusively allocated to the Demised Premises, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a coinsurer of any loss with the insurer under such policy. Any such policies of blanket insurance shall, with respect to the Demised Premises, contain the various provisions required of such an insurance policy by the foregoing provisions of this Article VI.

Section 6.11 General. All insurance required by this Article VI shall be obtained and maintained from and with a reputable and financially sound insurance company with an A.M. Best Rating of A-VII or better authorized to issue such insurance in the State of Indiana, with commercially reasonably deductible amounts and with a claims paying rating ability at least equivalent to a NAIC 2 Designation.

Article VII. Utilities

Section 7.1 Payment of Utilities. During the Term, Tenant shall pay, when due, all charges of every nature, kind or description for utilities furnished to the Demised Premises or chargeable against the Demised Premises, including, without limitation, all charges for water, sewage, heat, gas, garbage, electricity, telephone, steam, power, or other public or private utility services.

Section 7.2 Additional Charges. In the event that any charge or fee is required by the State in which the Demised Premises are located, or by any agency, subdivision, or instrumentality thereof, or by any utility company furnishing services or utilities to the Demised Premises, as a condition precedent to furnishing or continuing to furnish utilities or services to the Demised Premises, such charge or fee shall be deemed to be a utility charge payable by Tenant.

Article VIII. Repairs and Maintenance

Section 8.1 Repairs. Tenant (a) shall have and hold the Demised Premises as the same shall then be, without any liability or obligation on the part of Landlord for undertaking any maintenance or for making any alterations, improvements or repairs of any kind in or about the Demised Premises for the Term, (b) shall take good care of the Demised Premises (including, without limitation, all Improvements from time to time on the Land), (c) shall keep the same in good order, condition and repair, (d) shall obtain and maintain preventative maintenance contracts for the heating, ventilation and air conditioning equipment in the Demised Premises (the "**HVAC**"), and (e) shall make and perform all maintenance thereof and all repairs thereto, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description. Tenant shall make any repairs occasioned by the act, failure to act, or negligence of Tenant or any parties acting by, through or under Tenant. When used in this Article VIII, "repairs" shall include, without limitation, all necessary replacements, renewals, alterations, additions and betterments. All such repairs made by Tenant shall be at least equal in quality to the original work and shall be made by Tenant in accordance with all laws, ordinances

and regulations whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar construction and class.

Section 8.2 Maintenance. Tenant shall take good care of, repair and maintain the Demised Premises, including, without limitation, all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Demised Premises, including, without limitation, areas appurtenant thereto, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions.

Section 8.3 Landlord's Right to Effect Repairs. If Tenant should fail to perform any of its obligations under this Article VIII, then Landlord may, if it so elects, in addition to any other remedies provided herein (including, without limitation, its remedies under Article XII hereof), and after not less than 30 days' prior written notice (or such shorter notice period as is reasonable under the circumstances), effect such repairs and maintenance. Any sums expended by Landlord in effecting such repairs and maintenance shall be due and payable, on demand, together with interest thereon at the Maximum Rate of Interest from the date of each such expenditure by Landlord to the date of repayment by Tenant. Nothing in this Section 8.3 shall limit Landlord's other remedies under this Lease.

Article IX.

Compliance with Laws and Ordinances

Section 9.1 Compliance with Laws and Ordinances. Tenant shall comply or cause compliance with, or remove or cure any violation of, any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Demised Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Demised Premises or exercising authority with respect to the use or manner of use of the Demised Premises.

Section 9.2 Compliance with Insurance. Tenant shall comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Demised Premises and required to be obtained and maintained under Article VI hereof, and shall comply with all development permits issued by governmental authorities in connection with development of the Demised Premises (and of which Landlord has notified Tenant).

Section 9.3 Tenant's Obligations. Notwithstanding that it may be usual and customary for Landlord to assume responsibility and performance of any or all of the obligations set forth in this Article IX, and notwithstanding any order, rule or regulation directed to Landlord to perform, Tenant hereby assumes such obligations because, by nature of this Lease, the rents and income derived from this Lease by Landlord are net rentals not to be diminished by any

expense incident to the ownership, occupancy, use, leasing or possession of the Demised Premises.

Section 9.4 Compliance with Hazardous Materials Laws.

(a) Definitions. For purposes of this Lease, "**Hazardous Materials**" means any of the following, in any amount: (i) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls, (ii) any radioactive substance, (iii) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound, and (iv) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now or hereafter existing, as the same may be interpreted by government offices and agencies. For purposes of this Lease, the term "**Hazardous Materials Laws**" means all federal, state and local statutes, laws, ordinances and regulations now or hereafter existing which control, classify, regulate or define Hazardous Materials or require remediation of Hazardous Materials contamination.

(b) General Tenant Obligations. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used on the Demised Premises in a manner or for a purpose prohibited by or in violation of any Hazardous Materials Law. Tenant shall comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Demised Premises brought upon, kept or used on the Demised Premises, or caused or permitted to be used upon the Demised Premises. Except in the event of an emergency, Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Demised Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Demised Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Demised Premises. Tenant shall conduct any necessary repair, re-construction, clean-up, remediation, detoxification or decontamination of the Demised Premises to the extent necessary to comply with all Hazardous Materials Laws.

(c) Notice of Actions. Tenant shall notify Landlord of any of the following actions affecting Landlord, Tenant or the Demised Premises which result from or in any way relate to Tenant's use of the Demised Premises, promptly after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law, (ii) any Claims made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material, and (iii) any reports made by any person or entity, including, without limitation, Tenant, to any environmental agency relating to any Hazardous Material, including, without limitation, any complaints, notices, warnings or asserted violations. Tenant shall also deliver to Landlord, as promptly as possible and in any event within five business days after Tenant first receives or sends the same, copies of all

Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Demised Premises or Tenant's use of the Demised Premises.

Section 9.5 Tenant Indemnification. Tenant shall, to the fullest extent permitted by law, indemnify, defend and hold the Landlord Parties harmless from and against any and all Claims arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Demised Premises (including, without limitation, water tables and the atmosphere).

Article X. Mechanic's Liens

Section 10.1 Freedom from Liens. Tenant shall not suffer or permit any mechanic's liens or other liens to be filed against the Demised Premises by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied to the Demised Premises at the request of Tenant or any party acting by, through or under Tenant. If any such mechanic's liens or other liens are at any time filed against the Demised Premises, or any portion thereof, Tenant shall cause the same to be discharged of record, or shall cause the same to be insured by a title insurance company reasonably acceptable to Landlord, in either case within 30 days after the date of the filing thereof. If Tenant fails to discharge or insure over such mechanic's liens or other liens within such period, then, in addition to any other right or remedy of Landlord, after five days' prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Demised Premises by deposit in the court having jurisdiction of such liens, the foreclosure thereof or other proceedings with respect thereto, of a cash sum sufficient to secure the discharge of the same, or by the deposit of a bond or other security with such court sufficient in form, content and amount to procure the discharge of such liens, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such liens as a lien against the Demised Premises. In the alternative, Landlord may, but shall not be obligated to, cause such liens to be insured over by a title insurance company by depositing a cash sum sufficient to cause such insurance to be issued. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses in connection therewith (including, without limitation, reasonable attorneys' fees of Landlord), together with interest thereon at the Maximum Rate of Interest, shall be repaid by Tenant to Landlord on demand by Landlord and shall be treated as Additional Rent. To the fullest extent allowed by law, Tenant shall indemnify, defend and hold the Landlord Parties harmless from and against any and all Claims arising or resulting, in whole or in part, directly or indirectly, from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's liens or other liens. All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Demised Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's liens or other liens for any such labor, services, materials, supplies,

machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Demised Premises.

Article XI. Intent of Parties

Section 11.1 Net Lease. Landlord and Tenant hereby acknowledge and agree that, subject to Landlord's Express Lease Obligations, it is the intention of each of them as follows:

- (a) this Lease be interpreted and construed as a net lease,
- (b) all Base Rent and Additional Rent shall be paid by Tenant to Landlord or such other party as required by this Lease without abatement, deduction, diminution, deferment, suspension, reduction or setoff (except as otherwise expressly set forth in this Lease), and
- (c) the obligations of Tenant shall not be affected by reason of any casualty, condemnation, eminent domain or like occurrences or proceedings (except as expressly provided in Articles XIII and XIV hereof).

Section 11.2 Non-Terminability. Except as set forth in Section 1.3 hereof and as set forth in Articles XIII and XIV hereof, this Lease shall not terminate, nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Rent hereunder once the Lease Commencement Date shall have occurred, nor shall Tenant have any right to terminate this Lease or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason, including, without limitation: (a) any damage to or destruction of any part of the Improvements, (b) any confiscation, condemnation, requisition or other taking of any part of the Demised Premises, (c) any limitation, restriction, deprivation (including eviction) or prevention of, or any interference with, any use or possession of all or part of the Demised Premises, (d) any default or other action, omission or breach by Landlord under this Lease or any other agreement to which Landlord and Tenant may be parties, (e) any claim as a result of any other business dealings of Landlord and Tenant or the affiliates of either, (f) the inadequacy, incorrectness or failure of the description of the Demised Premises or any portion thereof to demise and let the property intended to be so leased hereby, (g) the impossibility of performance by Landlord or Tenant, or both, (h) any Force Majeure Event, (i) any action or threatened or pending action of any court, administrative agency or other governmental authority, or (j) any other cause, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Base Rent, Additional Rent and other sums payable by Tenant hereunder shall be payable in all events, and that the obligations of Tenant hereunder shall be separate and independent covenants and shall continue unaffected unless otherwise expressly provided in this Lease. Tenant waives all rights which may at any time exist by law to quit, terminate or surrender this Lease or all or part of the Demised Premises or, except as otherwise expressly provided in this Lease, to any abatement, deferment, diminution or reduction of the Base Rent, Additional Rent or other sums payable under this Lease.

Article XII.

Events of Default

Section 12.1 Events of Default. The occurrence of any one or more of the following events (each, an "**Event of Default**") shall constitute a default and breach of this Lease by Tenant:

(a) If Tenant fails to pay any Base Rent or Additional Rent payable under this Lease or fails to pay any other financial obligation required to be paid by Tenant within five days of when and as the same becomes due and payable.

(b) If Tenant fails to perform any of Tenant's non-monetary obligations in accordance with this Lease for a period of 30 days after written notice from Landlord, provided, however, that if more time is reasonably required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the 30-day period and thereafter diligently pursues the same.

(c) If Tenant violates the provisions of Articles VI or XV hereof.

(d) If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors, (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant, (iii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within 60 days, (iv) a trustee or receiver is appointed to take possession of all or substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in the Lease and possession is not restored to Tenant within 60 days, or (v) all or substantially all of Tenant's assets located at the Demised Premises or Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within 60 days.

Section 12.2 Landlord's Remedies. Upon the occurrence and during the continuance of an Event of Default by Tenant, Landlord shall be entitled to any one or more of the following rights and remedies:

(a) Landlord may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or Landlord, at its option, without further notice, may terminate the estate and interest of the Tenant hereunder, and it shall be lawful for Landlord forthwith to resume possession of the Demised Premises and Tenant covenants to surrender the same forthwith upon demand. The exercise by Landlord of the above right to terminate this Lease shall not release Tenant from the performance of any obligation hereof maturing prior to Landlord's actual entry into possession.

(b) Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this Lease. Tenant shall pay to Landlord, as Additional Rent, all sums that Landlord pays and obligations that Landlord incurs on Tenant's behalf under this Section 12.2(b), together with interest thereon at the Maximum Rate of Interest from the date of each such expenditure by Landlord to the date of repayment by Tenant.

(c) Any other right or remedy available to Landlord under this Lease, at law or in equity.

Section 12.3 Written Notice of Termination Required. Subject to the provisions of Section 12.2(a) hereof, Landlord shall not be deemed to have terminated this Lease and Tenant's right to possession of the leasehold unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease.

Section 12.4 Remedies Cumulative and No Waiver. Except as otherwise provided herein with respect to limits on Tenant's rights, options and remedies, all of the respective rights, options and remedies of Landlord and Tenant contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. Except as otherwise provided herein with respect to limits on Tenant's rights, options and remedies, each of Landlord and Tenant shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law regardless of whether stated in this Lease. No waiver by either Landlord or Tenant of a breach of any of the terms, covenants or conditions of this Lease by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition therein contained. No waiver of any default of Tenant or Landlord hereunder shall be implied from any omission by Landlord or Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect such default other than as specified in such waiver. The consent or approval by either party to or of any act by the requesting party requiring the consenting party's consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent to or approval of any subsequent similar acts by the requesting party.

Section 12.5 Legal Costs. The defaulting party hereto shall reimburse the non-defaulting party, upon demand, for any costs or expenses incurred by non-defaulting party in connection with any default by the defaulting party under this Lease, regardless of whether suit is commenced or judgment entered. Such costs shall include, without limitation, reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Further, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

Section 12.6 Landlord's Default. Subject to Landlord's and Tenant's respective rights and obligations under Sections 2.3(b) hereof, if at any time during the Term, Landlord has failed to perform any of its obligations under this Lease, then Tenant shall provide written notice of such default to Landlord. If, within 30 days after Landlord's receipt of Tenant's written notice, Landlord has not cured such default, or has not commenced and continued to diligently pursue the cure thereof if pertaining to a matter that reasonably requires more than 30 days to cure, then Tenant may take such steps to cure such default as may be reasonably required. In the event of an emergency situation, such 30-day notice period shall be reduced to such period as may be reasonable under the circumstances. Landlord shall reimburse Tenant for the costs and expenses of such cure within 30 days after Tenant has provided Landlord with a written statement thereof, together with reasonable supporting documentation. Notwithstanding any provision in this

Lease, Tenant shall not have the right to seek termination of this Lease or abatement of Rent (except as otherwise expressly set forth in this Lease) for any Landlord default.

Article XIII. Destruction and Restoration

Section 13.1 Destruction and Restoration. Tenant covenants and agrees that in case of damage to or destruction of the Improvements after the Lease Commencement Date, by fire or otherwise (the "**Casualty Damage**"), the insurance proceeds, if any, that, as a result of the Casualty Damage, are payable under any fire or casualty insurance maintained by Tenant pursuant to Section 6.1 hereof shall be payable to the Insurance Trustee (defined in Section 13.2 hereof), and, subject to the terms and conditions of this Section 13.1, Tenant shall commence the prompt and diligent repair and replacement of the Improvements as soon as reasonably is possible so that such Improvements are in substantially the same condition as existed prior to the Casualty Damage as soon as reasonably possible with such changes or alterations (made in conformity with Article XIX hereof) required by law. Tenant shall forthwith give Landlord written notice of any Casualty Damage upon the occurrence thereof and specify in such notice, in reasonable detail, the extent thereof. Subject to Landlord's reasonable approval, Tenant shall negotiate the settlement of insurance proceeds with respect to the Casualty Damage. Such restoration, repairs, replacements, rebuilding, changes and alterations, including, without limitation, the cost of temporary repairs for the protection of the Demised Premises pending completion thereof are herein called the "**Restoration**." The Restoration shall be carried on and completed in accordance with Section 13.2 and Article XIX hereof.

Section 13.2 Application of Insurance Proceeds. All insurance moneys recovered by Landlord or Tenant and held by Mortgagee (or, if none, another third-party institution reasonably selected by Landlord and Tenant) (the "**Insurance Trustee**") on account of any Casualty Damage, less the reasonable costs, if any, to Tenant or the Insurance Trustee of such recovery, shall be applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses upon the written request of Tenant, accompanied by a certificate of the architect or a qualified professional engineer in charge of the Restoration. Such certificate must state that as of the date of such certificate (a) the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or persons, firms or corporations furnishing or supplying work, labor, services or materials for such Restoration, or is justly required to reimburse Tenant for any expenditures made by Tenant in connection with such Restoration, and when added to all sums previously paid out by the Insurance Trustee does not exceed the value of the Restoration performed to the date of such certificate by all of such parties, (b) except for the amount, if any, stated in such certificate to be due for work, labor, services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for work, labor, services or materials in connection with such Restoration, which, if unpaid, might become the basis of a mechanic's lien or similar lien with respect to the Restoration or a lien upon the Demised Premises, or any portion thereof, (c) the costs, as estimated by the person signing such certificate, of the completion of the Restoration required to be done subsequent to the date of such certificate in order to complete the Restoration do not exceed the sum of the remaining insurance moneys, plus the amount deposited by Tenant, if any, remaining in the hands of the Insurance Trustee after payment of the sum requested in such certificate, and (d) any additional matters required by

the Insurance Trustee. Tenant shall furnish the Insurance Trustee at the time of any such payment with evidence reasonably satisfactory to the Insurance Trustee that there are no unpaid past due bills in respect to any work, labor, services or materials performed, furnished or supplied in connection with such Restoration. The Insurance Trustee shall not be required to pay out any insurance moneys where Tenant fails to supply satisfactory evidence of the payment of work, labor, services or materials performed, furnished or supplied, as aforesaid. Upon completion of the Restoration and payment in full thereof by Tenant, the Insurance Trustee shall, within a reasonable period of time thereafter, turn over to Tenant all insurance moneys or other moneys then remaining upon submission of proof reasonably satisfactory to the Insurance Trustee that all costs in connection with the Restoration have been paid in full and the Casualty Damage repaired, restored or rebuilt as nearly as possible to the condition they were in immediately prior to such damage or destruction, or with such changes or alterations as may be made in conformity with Section 13.1 and Article XIX hereof. Notwithstanding anything in Section 13.1 or this Section 13.2 to the contrary, if the insurance proceeds are \$25,000 or less, such insurance proceeds shall be paid directly to Tenant to reimburse it for the cost of the Restoration.

Section 13.3 Continuance of Tenant's Obligations. No Casualty Damage shall permit Tenant to terminate this Lease and Tenant waives any rights now or hereafter conferred upon Tenant by present or future law or otherwise to quit or surrender this Lease or the Demised Premises to Landlord in connection with any Casualty Damage. Until any repairs Tenant is obligated to effect under Section 13.1 are completed, Base Rent shall be abated from the date of damage or destruction in the same proportion that the rentable area of the portion of the Building which is unusable by Tenant in the conduct of its operations bears to the total square footage of the Building.

Section 13.4 Completion of Restoration. The foregoing provisions of this Article XIII apply only to Casualty Damage occurring after the Lease Commencement Date. Any such Casualty Damage occurring prior to such time shall be restored, repaired, replaced and rebuilt by Landlord. All moneys received by Landlord under its builder's risk insurance coverage shall be applied by Landlord to complete the Restoration of such Casualty Damage.

Section 13.5 No Adjustment of Rent. In the event of any Casualty Damage, except to the extent expressly provided in this Lease, the Rent payable hereunder shall not be adjusted or abated.

Article XIV. Condemnation

Section 14.1 Total Condemnation. If the entire or a substantial portion of the Demised Premises are taken as the result of the exercise of the power of eminent domain, or any action in lieu thereof ("Proceedings" or "Taking"), then (a) this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings, and (b) Landlord shall be entitled to and shall receive the total award made or the total proceeds obtained in such Proceedings for taking the Demised Premises, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord and Tenant hereby waiving any rights Tenant has now or may have

under present or future law to receive any separate award of damages for its interest in the Demised Premises or its interest in this Lease, except as otherwise expressly provided in this Section 14.1. Tenant shall have the right to prove in any Proceedings and to receive a separate award to which Tenant may be entitled by law with respect to movable trade fixtures and equipment and relocation costs.

Section 14.2 Partial Condemnation. If any portion of the Demised Premises are taken as the result of the exercise of the power of eminent domain, or any action in lieu thereof, other than a Taking described in Section 14.1 hereof, then (a) this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings as to the portion so taken, and (b) Landlord shall be entitled to and shall receive the total award made or the total proceeds obtained in such Proceedings for taking the Demised Premises, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any rights Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises or its interest in this Lease, except as otherwise expressly provided in Section 14.1 hereof with respect to pursuing separate claims as entitled by law.

Section 14.3 Continuance of Obligations. In the event of any termination of this Lease, or any part thereof, as a result of any Proceedings, Tenant shall pay to Landlord all Base Rent and all Additional Rent and other charges payable hereunder, apportioned to the date of such termination, with respect to that portion of the Demised Premises so taken in such Proceedings with respect to which this Lease shall have terminated, whether for the entire Lease, or for a portion thereof. No Rent shall be payable with respect to any portion of the Demised Premises condemned, whether the whole or a part, after such termination, whether it be termination of the entire Lease or termination of a portion thereof. To the extent this Lease is not terminated in its entirety, from and after the date of vesting of title in such Proceedings, Tenant shall continue to pay the equitably apportioned amount of Base Rent and Additional Rent and other charges payable hereunder, as provided in this Lease, to be paid by Tenant.

Section 14.4 Covenant Not to Condemn. Tenant hereby covenants and agrees that Tenant shall not exercise its power of eminent domain as to all, or any portion of, the Demised Premises.

Article XV.

Assignment, Subletting and Other Transfers

Section 15.1 Restriction on Assignments and Other Transfers. Tenant shall not assign, mortgage, encumber or pledge this Lease or the Demised Premises without obtaining Landlord's prior written consent in each and every instance which consent, as to a proposed assignment, shall not be unreasonably delayed, conditioned or withheld. No assignment shall relieve Tenant from liability for the obligations of Tenant under this Lease, unless such release is (a) agreed to by Landlord in writing in Landlord's sole discretion, and (b) consented to in writing by Mortgagee. Tenant may sublease all or any portion of the Demised Premises without Landlord's prior consent, provided that (i) no sublease may extend beyond the Term, (ii) Tenant shall have provided Landlord a complete copy of the executed sublease as to such sublessee and any amendments thereto within 10 days of full execution, (iii) such sublessee shall use the

Demised Premises only for the Permitted Use, and (d) the sublessee shall, prior to the first day of the sublease and thereafter continuously throughout the term of the sublease, demonstrate that sublessee maintains insurance meeting all of the same requirements imposed on Tenant under this Lease, including, without limitation, maintaining Landlord as an additional insured on the sublessee's liability policy. No subletting shall relieve Tenant from liability for the obligations of Tenant under this Lease, unless such release is (A) agreed to by Landlord in writing in Landlord's sole discretion, and (B) consented to in writing by Mortgagee.

Section 15.2 Restriction From Further Assignment. Anything in this Lease to the contrary notwithstanding, and notwithstanding any consent by Landlord to any assignment of this Lease, no assignee may further assign its interest in this Lease without Landlord's consent in each and every instance which consent shall not be unreasonably delayed, conditioned or withheld. In no event shall Tenant be released from any obligations hereunder due to such further assignment.

Article XVI.

Subordination, Nondisturbance and Attornment

Section 16.1 Subordination by Tenant. This Lease and all rights of Tenant therein, and all interest or estate of Tenant in the Demised Premises shall be subject and subordinate to the lien of any mortgage, deed of trust, security instrument or other document of like nature ("**Mortgage**") which at any time may be placed upon the Demised Premises by Landlord, and to any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage. Tenant agrees at any time hereafter, and from time to time on demand of Landlord, to execute and deliver to Landlord and the holder of the Mortgage (the "**Mortgagee**") any subordination agreements or other instruments, releases or other documents which may be reasonably required for the purpose of subjecting and subordinating this Lease to the lien of any Mortgage. Anything in this Section 16.1 to the contrary notwithstanding, so long as no Event of Default has occurred and is continuing, such subordination is conditioned upon, and such subordination agreements or other instruments, releases or documents must explicitly state that Tenant's right to quiet enjoyment under this Lease, and the right of Tenant to continue to occupy the Demised Premises and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease shall not be interfered with, hindered or molested.

Section 16.2 Attornment. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Demised Premises, whether through possession or foreclosure or the delivery of a deed to the Demised Premises, then upon the written request of such Mortgagee succeeding to Landlord's rights hereunder, Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment. In the event of any other transfer of Landlord's interest hereunder, upon the written request of the transferee and Landlord, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

Article XVII.
Signs

Section 17.1 Tenant's Signs. Tenant may erect signs on the exterior or interior of the Building or on the landscaped area adjacent thereto, including, without limitation, a sign on the exterior of the Building bearing Tenant's or subtenant's names, and a pole or monument sign on the Land, provided, however, that such signs do not violate any applicable federal, state or local statutes, ordinances, codes, rules or regulations. Tenant's erection of any such signs shall be subject to Article XIX hereof.

Article XVIII.
Purchase Option

Section 18.1 Purchase Option.

(a) Landlord hereby grants to Tenant an option to purchase the Demised Premises in accordance with the terms and provisions of this Section 18.1 (the "**Option to Purchase**").

(b) Commencing on the Lease Commencement Date, Tenant may exercise the Option to Purchase by giving written notice of Tenant's election to purchase the Demised Premises to Landlord (the "**Purchase Notice**").

(c) The purchase price for the Option to Purchase shall be an amount equal to the sum of (the "**Option Purchase Price**"): (i) any prorated Rent not yet due and payable and any other amounts due and payable by Tenant to Landlord under this Lease, (ii) (A) the outstanding principal amount of any debt relating to the Demised Premises or otherwise secured by the Demised Premises together with any accrued interest thereon and any other amounts, fees, penalties, premiums (including, without limitation, the "Make-Whole Amount" as such term is defined in the security documents of Mortgagee) or charges due or required in order to payoff and fully satisfy such debt, or (B) the full and complete assumption, in writing and in accordance with all applicable law, by Tenant of the outstanding principal amount of any debt relating to the Demised Premises or otherwise secured by the Demised Premises on a full recourse basis together with any accrued interest thereon and any other amounts, fees, penalties, premiums (including, without limitation, the "Make-Whole Amount") or charges due or required in order to fully assume such debt and the full and complete release of Landlord and any other parties of any and all obligations or liabilities relating thereto, such assumption to be accompanied by opinions of counsel for the benefit of Mortgagee and such other documents as are reasonably required by Mortgagee to evidence such assumption, (iii) \$485,000, and (iv) all reasonable out of pocket costs and expenses associated therewith or related thereto, including, without limitation, legal fees and any of the foregoing. As Tenant is responsible for any and all costs and expenses associated with the ownership, operation, maintenance and repair of the Demised Premises, there shall be no proration of expenses benefitting Tenant.

(d) Tenant shall perform any due diligence and obtain the consent of any third parties, including, without limitation, any lenders, prior to exercise of the Option to Purchase and upon such exercise Tenant shall be deemed to be satisfied with its investigations and shall have obtained any such consent. The closing shall occur on a date agreed to by Landlord and Tenant

that is not later than 30 days after the issuance of the Purchase Notice and in the event of an assumption under Section 18(c)(ii)(B) above, the closing shall occur on a date agreed upon by Landlord, Tenant and the lender of such debt to Landlord that is not later than 30 days after issuance of the Purchase Notice.

(e) At the closing, Landlord shall execute a settlement statement and deliver a limited warranty deed to the Demised Premises, a vendor's affidavit sufficient to allow Tenant to cause Tenant's title insurance company to delete the standard exceptions relating to parties in possession and mechanics' liens as the same relate to Landlord's activities, a non-foreign affidavit, a sales disclosure form and any other documents that are then required by law to be provided by a seller in such instance. At the closing, Tenant shall execute a settlement statement, deliver a sales disclosure form and any other documents that are then required by law to be provided by a purchaser in such instance and shall deliver the Option Purchase Price, by wire transfer to the title company for disbursement to Landlord. Rent shall be prorated to the date of closing, but Rent shall continue to be payable by Tenant after the exercise of the Option to Purchase through the date of closing. Tenant shall be responsible for all costs of title insurance and other closing costs.

Section 18.2 Mortgagee's Rights. Nothing in this Article XVIII shall be deemed to limit or impair any right or remedy available to Mortgagee under any Mortgage. Foreclosure of any Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Mortgage, or any conveyance of the Demised Premises to Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not be subject to any rights of Tenant under this Article XVIII. Tenant shall provide copies of all notices relating to default, casualty and condemnation to Mortgagee at the address provided for notices by such Mortgagee.

Article XIX. Changes and Alterations

Section 19.1 Tenant's Changes and Alterations. Tenant shall have the right at any time, and from time to time during the Term, to make such changes and alterations, structural or otherwise, to the Demised Premises as Tenant may deem necessary or desirable in connection with the requirements of its business, which changes and alterations may only be made without Landlord's consent so long as such changes and alterations do not alter any of the structural components of the Building, negatively impact the fair market value of the Demised Premises, materially lower the leasable square footage of the Building, or materially, negatively impact the utility of the Building. Tenant covenants to observe and perform the following with respect to any changes or alterations to the Demised Premises:

(a) Notice. Tenant shall provide Landlord with reasonable prior written notice of any change or alteration to the Demised Premises.

(b) Permits. No change or alteration shall be undertaken until Tenant has procured and paid for, so far as the same is required from time to time, all municipal, state and federal permits and authorizations of the various governmental bodies and departments having

jurisdiction thereof. Landlord shall join in the application for such permits or authorizations whenever such action is necessary, all at Tenant's sole cost and expense.

(c) Compliance with Laws. All changes and alterations shall be done promptly and in a good and workmanlike manner and in compliance with all building and zoning laws of the place in which the Demised Premises are situated, all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are located, or any other body exercising similar functions.

(d) Property of Landlord. All improvements and alterations (other than Tenant's movable trade fixtures and equipment) made or installed by Tenant shall immediately, upon completion or installation thereof, become the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord on the expiration of the Term.

(e) Location of Improvements. No change, alteration, restoration or new construction shall be in or connect the Improvements with any property, building or other improvement located outside the boundaries of the Land, nor shall the same obstruct or interfere with any existing easement.

Article XX. Miscellaneous Provisions

Section 20.1 Entry by Landlord. Tenant shall permit Landlord and authorized representatives of Landlord to enter upon the Demised Premises at all reasonable times during ordinary business hours, and upon at least 48 hours' prior notice (except in emergencies), for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body, or the Board of Fire Underwriters, or any similar body, provided, however, that Landlord shall use its commercially reasonable efforts to minimize any adverse effect on Tenant's operations at the Demised Premises. Tenant may require that any such entry be accompanied by a representative of Tenant (except in emergencies). If due to an emergency, Landlord and its authorized representatives enter upon the Demised Premises without notice, Landlord shall promptly notify Tenant of such emergency and entry as soon thereafter as is reasonable. Nothing herein contained shall imply any duty upon the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 20.2 Indemnification by Tenant. To the fullest extent allowed by law, except to the extent of the gross negligence or willful misconduct of any Landlord Party, Tenant shall indemnify, defend and hold harmless the Landlord Parties (a) from and against any and all Claims arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term, in or about the Demised Premises, and (b) from and against any and all Claims arising during the Term from any condition of the Project Improvements. Tenant's obligations under this Section 20.3 shall be insured by contractual

liability endorsement on Tenant's policies of insurance required under the provisions of Section 6.2 hereof.

Section 20.3 Notices. All notices, demands and requests shall be in writing, and shall be effectively served by forwarding such notice, demand or request by certified or registered mail, postage prepaid, by commercial overnight courier, or by personal delivery, in each case properly addressed as follows:

If to Landlord: Holladay Properties Grand Park Sports I LLC
227 South Main Street, Suite 300
South Bend, IN 46601
Attn.: John T. Phair

with a copy to: Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Attn.: Aaron Dixon

If to Tenant: City of Westfield, Indiana
130 Penn Street
Westfield, IN 46074
Attn.: Todd Burtron

with a copy to: Krieg DeVault LLP
One Indiana Square, Suite 2800
Indianapolis, IN 46204
Attn.: James T. Crawford Jr.

or at such other place as Landlord or Tenant may from time to time designate by written notice to the other. Notices, demands and requests which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed, actually delivered or deposited with a courier.

Section 20.4 Quiet Enjoyment. Landlord covenants and agrees that Tenant shall lawfully and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

Section 20.5 Landlord's Continuing Obligations. The term "Landlord," as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Demised Premises, and in the event of any transfer or conveyance, the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in

this Lease on the part of Landlord shall, subject to the aforesaid, be binding on Landlord's successors and assigns, during and in respect of their respective periods of ownership.

Section 20.6 Estoppel. Landlord and Tenant shall, each without charge at any time and from time to time, within 10 business days after written request by the other party, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Demised Premises:

(a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications),

(b) the dates to which the Base Rent or Additional Rent have been paid in advance,

(c) whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease, and specifying such breach or default, if any, or any setoffs or defenses against the enforcement of any covenant, condition, provision, term or agreement of this Lease upon the part of Landlord or Tenant, as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same), and

(d) such other statements or certificates as either party or any mortgagee may reasonably request.

It is the intention of the parties hereto that any statement delivered pursuant to this Section 20.7 may be relied upon by any of such parties dealing with Landlord, Tenant or the Demised Premises.

Section 20.7 Memorandum of Lease. Simultaneously with the execution and delivery of this Lease, Landlord and Tenant shall execute and deliver to each other a Memorandum of Lease, in substantially the form of Exhibit E attached hereto and made a part hereof, and Landlord shall cause such Memorandum of Lease to be placed of record within 10 days of the satisfaction of all conditions precedent to the effect of this Lease. Landlord shall deliver to Tenant a copy of the recorded Memorandum of Lease promptly after recording the same. After the expiration or earlier termination of the Term, Landlord and Tenant shall execute and deliver a release of such Memorandum of Lease in a recordable form reasonably acceptable to the parties.

Section 20.8 Severability. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Indiana.

Section 20.9 Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

Section 20.10 Captions. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

Section 20.11 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

Section 20.12 Entire Agreement. Except for that certain Amended and Restated Reimbursement Agreement, dated _____, 2014, by and between Landlord and Tenant, which shall not be merged into and incorporated in this Lease, all preliminary and contemporaneous negotiations with respect to the subject matter hereof are merged into and incorporated in this Lease. This Lease together with the Exhibits contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

Section 20.13 No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Demised Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Demised Premises, or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including Mortgagee and, without limitation, any holder of a security interest) in (i) this Lease or the leasehold estate created thereby, and (ii) any such other estate or interest in the Demised Premises, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

Section 20.14 No Surrender During Lease Term. No surrender to Landlord of this Lease or of the Demised Premises prior to the expiration of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, as aforesaid, shall constitute an acceptance of any such surrender.

Section 20.15 Surrender of Demised Premises. At the earlier termination of the Term, Tenant shall surrender the Demised Premises in good order, condition and repair, reasonable wear and tear, condemnation and matters for which Landlord is expressly responsible under this Lease excepted, and shall surrender all keys to the Demised Premises to Landlord at the place then fixed for the payment of Base Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its property therefrom. Tenant shall repair any damage to the Demised Premises caused by such removal. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Demised Premises upon an early termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto, except for the gross negligence or willful acts of the Landlord Parties. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall reimburse

Landlord upon demand for any expenses incurred by Landlord with respect to removal or storage of abandoned property and with respect to restoring such Demised Premises to good order, condition and repair.

Section 20.16 Transfer of Demised Premises to Tenant. In the event the Tenant has not exercised its option to purchase the Demised Premises in accordance with Article XVIII hereof, then, upon expiration of the full stated Term (being the 25 Lease Year period) and upon full performance by Tenant of its obligations under this Lease, the Demised Premises shall become the absolute property of the Tenant, and Landlord and Tenant shall execute proper instruments conveying to Tenant all of Landlord's title thereto.

Section 20.17 Survival. All obligations (together with interest or money obligations at the Maximum Rate of Interest) of Tenant accruing prior to expiration or earlier termination of the Term, including, without limitation, Tenant's indemnification obligations, shall survive the expiration or other termination of this Lease.

Section 20.18 Landlord's Limited Liability. Tenant agrees to look solely to Landlord's interest in the Demised Premises (including, without limitation, the rents, issues and profits derived directly therefrom) for recovery of any judgment from Landlord, it being agreed that Landlord and its members or managers shall never be personally liable for any personal judgment or deficiency decree or judgment against it, provided, however, that the foregoing shall not preclude Tenant's rights to seek the equitable remedy of specific performance against Landlord.

Section 20.19 Broker. Tenant represents that no broker has negotiated or participated in negotiations of this Lease or is entitled to any commission in connection therewith by or through the actions of Tenant. To the fullest extent allowed by law, Tenant shall indemnify, defend and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the assertion, filing, foreclosure or other legal proceedings with respect to any claim by any person or entity, claiming to have been engaged by Tenant, or by anyone claiming by, through or under Tenant, so as to become entitled to any fee or commission in connection with the transactions contemplated by this Lease. Landlord represents that no broker has negotiated or participated in negotiations of this Lease or is entitled to any commission in connection therewith by or through the actions of Landlord. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the assertion, filing, foreclosure or other legal proceedings with respect to any claim by any person or entity claiming to have been engaged by Landlord, or by anyone claiming by, through or under Landlord, so as to become entitled to any fee or commission in connection with the transactions contemplated by this Lease.

Section 20.20 Governing Law and Venue. This Lease shall be governed by the laws of the State of Indiana, without reference to its choice of law rules. All covenants, conditions and agreements of Tenant arising hereunder shall be performable in the county wherein the Demised Premises are located. Any suit arising from or relating to this Lease shall be brought in Hamilton County, Indiana, and the parties hereto waive the right to be sued elsewhere.

Section 20.21 Waiver of Jury Trial. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

Section 20.22 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 20.23 Counterparts. This Lease may be executed in any number of counterparts, each of which shall constitute an original document.

Section 20.24 Landlord's Consents, Approvals and Authorizations. Any Landlord consent, approval or authorization required, permitted and or anticipated by this Lease shall only be effective if made in writing and, unless expressly provided otherwise herein, shall be given, provided or made at Landlord's sole discretion.

Section 20.25 Tenant Representations and Warranties, Source of Payment and Cooperation.

(a) Tenant Representations and Warranties. Tenant represents and warrants to Landlord that:

(i) Tenant is a political subdivision, duly organized and existing under Indiana law. Tenant has all requisite power and authority to enter into and deliver this Lease and to comply with and fulfill the terms and conditions of this Lease. The execution and delivery of this Lease by Tenant and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action. This Lease constitutes the legal, valid and binding obligation of Tenant, enforceable in accordance with its terms and conditions.

(ii) The execution and delivery of this Lease and the consummation of the transactions herein contemplated will not conflict with or constitute a breach or default under any bond, debenture, note or any other evidence of indebtedness, loan agreement, lease or other contract to which Tenant is a party or by which it is bound or, to its knowledge, violate any law, regulation or order of the United States of America, or the State of Indiana or any agency or political subdivision thereof or any court order or judgment in any proceeding to which Tenant is or was a party or by which it is bound.

(iii) The undersigned person executing this Lease on behalf of Tenant is a duly appointed representative of Tenant and fully authorized to executed this Lease on behalf of Tenant.

(iv) There is no action, suit, proceeding or investigation, at law or in equity, or by or before any United States court, arbitrator, administrative agency or other federal, state or local governmental authority, pending or, to the actual knowledge of Tenant, threatened against Tenant, wherein an unfavorable decision, ruling or finding would, or

could reasonably be expected to, have a material adverse effect on the validity of this Lease.

(b) Source of Payment. Tenant represents and warrants to Landlord that Tenant has irrevocably pledged legally available revenues in order to satisfy its obligations under this Lease.

(c) Cooperation. Tenant shall cooperate with Landlord in connection with the Financing and the construction of the Project Improvements, including, without limitation, providing to Landlord such documents, certificates and opinions of counsel concerning this Lease and related matters as reasonably required by Landlord and/or in connection with the Financing.

[The signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

Holladay Properties Grand Park Sports I LLC,
an Indiana limited liability company

By: _____

Printed: _____

Its: _____

TENANT:

City of Westfield, Indiana,
an Indiana municipal corporation

By: _____

Printed: _____

Its: _____

SCHEDULE 1.3(B)

FINANCING

1. Loan amount: \$25,700,000.
2. Interest rate: 4.37%.
3. Capitalized interest: Through December 31, 2015.
4. Term: 25 years of debt service payments.

EXHIBIT A

LEGAL DESCRIPTION OF LAND AND
PERMITTED ENCUMBRANCES

[Attached.]

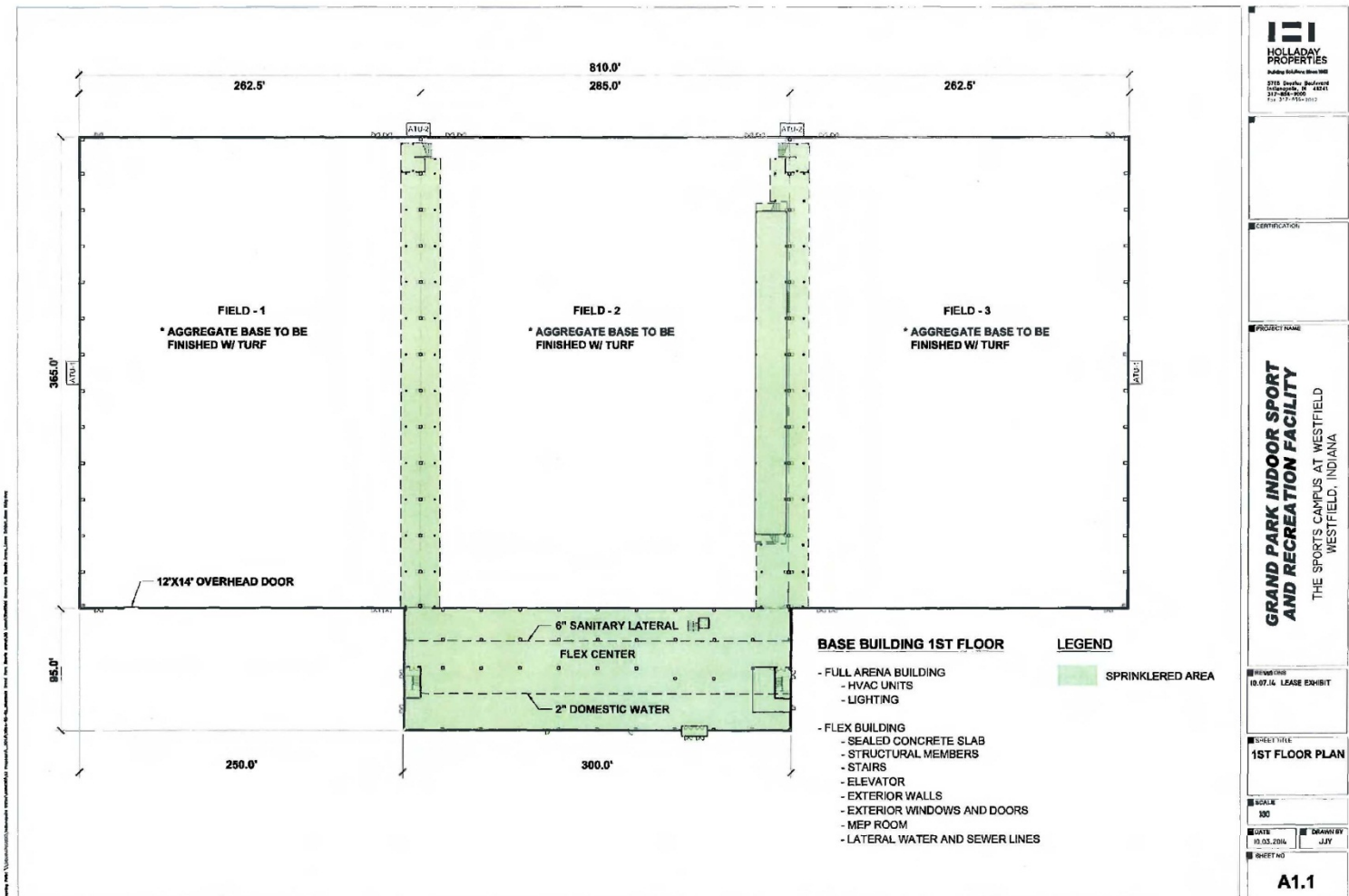
INDOOR SOCCER FACILITY
GRAND PARK
WESTFIELD, INDIANA
7.15.2014

A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 54 MINUTES 07 SECONDS WEST 1,196.82 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST 131.49 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 639.08 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 380.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 101.94 FEET; THENCE SOUTHWESTERLY 221.77 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 336.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 30 DEGREES 53 MINUTES 39 SECONDS WEST AND A LENGTH OF 217.77 FEET; THENCE SOUTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 28.62 FEET; THENCE SOUTHWESTERLY 149.81 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 364.50 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 61 DEGREES 09 MINUTES 11 SECONDS WEST AND A LENGTH OF 148.75 FEET; THENCE NORTH 17 DEGREES 04 MINUTES 23 SECONDS WEST 20.00 FEET; THENCE WESTERLY 96.13 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 348.57 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 80 DEGREES 52 MINUTES 39 SECONDS WEST AND A LENGTH OF 95.82 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 539.70 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 20 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 40 SECONDS WEST 42.79 FEET; THENCE NORTHWESTERLY 132.02 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 47 DEGREES 16 MINUTES 39 SECONDS WEST AND A LENGTH OF 117.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 122.52 FEET; THENCE NORTHWESTERLY 172.79 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 110.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST AND A LENGTH OF 155.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 5.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 41.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 115.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 451.06 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 07 SECONDS EAST 250.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.501 ACRES, MORE OR LESS.



EXHIBIT B
OUTLINE SPECIFICATIONS

[Attached.]



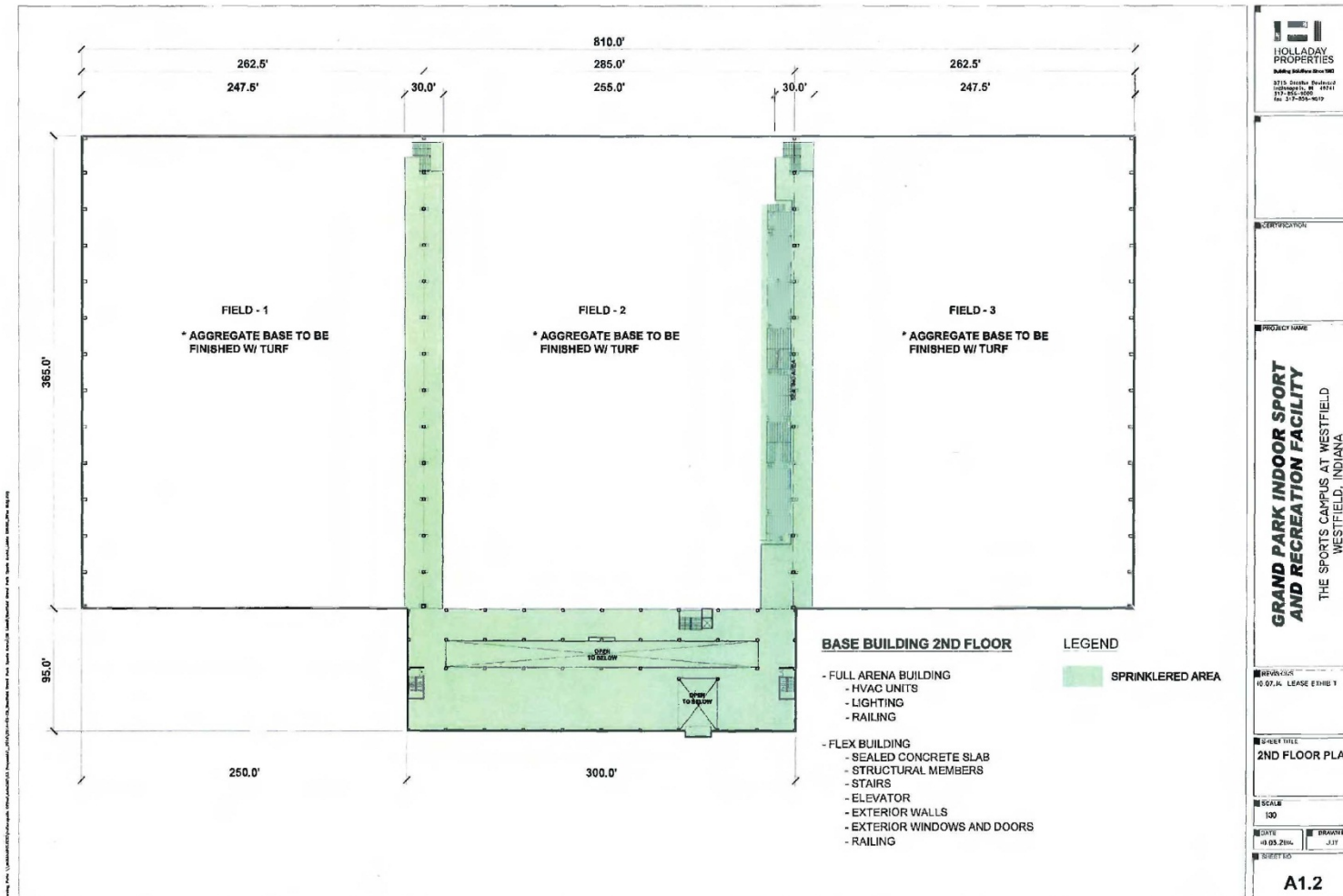


EXHIBIT C

TENANT ALLOWANCES

Landlord agrees that the projected Project Costs include the allowances set forth immediately below (each such item, an "Allowance") for the purpose of completion of construction of certain aspects of the Project Improvements from a "cold dark shell" and to allow Tenant to designate the fixtures and equipment to be used in furnishing certain aspects of the Project Improvements. The amount of the Allowance is required to be used to pay any and all fees or other costs and expenses incurred in connection therewith and Landlord shall not be separately or additionally responsible for any such costs or expenses. As to each of the Allowances, Landlord and Tenant shall cooperate to complete the construction of such aspects of the Project Improvements from a "cold dark shell" in the manner reasonably designated by Landlord and Tenant shall specify to Landlord the specific fixtures and equipment to be used in furnishing such aspects of the Project Improvements. In the event Tenant does not so cooperate in the completion of construction or Tenant does not specify the fixtures and equipment within the time frames required by Landlord, then Landlord shall have the right to so complete the construction and/or so specify on behalf of Tenant. In the event that the cost to complete the construction and/or the cost of the fixtures and equipment as to a particular Allowance exceed the amount of the Allowance specified below, then Tenant shall pay to Landlord in a lump sum the entire amount of such excess, plus, an aggregate fee of seven and 50/100 percent (7.50%), when required by Landlord and before Landlord orders or otherwise incurs any expense or obligation in connection therewith. In the event Tenant fails to so pay to Landlord in a timely fashion, then Landlord shall have the right to so complete the construction and/or to so specify the fixtures and equipment and to do so in a manner that does not exceed the amount of the Allowance specified below. All of the construction and the fixtures and equipment permitted and designated as to a particular Allowance shall be installed by Landlord as part of the Project Improvements. All of the items acquired and installed using an Allowance shall remain the property of Landlord, but all of which Tenant shall maintain in the same manner as Tenant is obligated to maintain all other elements of the Project Improvements.

1. Flex Space Allowance: \$1,428,700 to be used to improve the approximately 40,820 square foot "flex space" depicted on Exhibit B.
2. Restaurant Space Allowance: \$750,000 to be used to improve the approximately 10,200 square foot restaurant suite depicted on Exhibit B (inclusive of kitchen equipment) and \$393,000 for kitchen equipment to be installed in the restaurant suite.
3. Athletic Field Surfaces Allowance: \$1,293,371 to be used for the surface and applicable padding for three athletic fields.
4. Field Amenities Allowance: \$355,000 to be used for amenities for the fields, such as, but not limited to, scoreboards, public address systems, and signage.

EXHIBIT D

FORM OF LEASE COMMENCEMENT DATE MEMORANDUM

LEASE COMMENCEMENT DATE MEMORANDUM

This Lease Commencement Date Memorandum (this "**Memorandum**") is made and entered into as of the ____ day of _____, 20__, by and between Holladay Properties Grand Park Sports I LLC, an Indiana limited liability company ("**Landlord**"), and the City of Westfield, Indiana, an Indiana municipal corporation ("**Tenant**").

Recitals

A. Landlord and Tenant are parties to that certain Lease Agreement, dated as of _____, 2014 (the "**Lease**"), relating to certain premises (the "**Demised Premises**") located in Westfield, Hamilton County, Indiana.

B. Landlord and Tenant desire to confirm the Lease Commencement Date (as defined in the Lease) and the expiration date of the Term (as defined in the Lease).

Acknowledgements

In consideration of the facts set forth in the Recitals, Landlord and Tenant hereby acknowledge and agree as follows:

1. All capitalized terms not otherwise defined in this Memorandum shall have the respective meanings given them in the Lease.
2. The Lease Commencement Date under the Lease is _____, 20__.
3. The Term of the Lease expires on _____, 20__, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.
4. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original document.

[The signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LANDLORD:

Holladay Properties Grand Park Sports I LLC,
an Indiana limited liability company

By: _____

Printed: _____

Its: _____

TENANT:

City of Westfield, Indiana,
an Indiana municipal corporation

By: _____

Printed: _____

Its: _____

EXHIBIT E

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") is made this ____ day of _____, 20____, by and between Holladay Properties Grand Park Sports I LLC, an Indiana limited liability company ("**Landlord**"), and the City of Westfield, Indiana, an Indiana municipal corporation ("**Tenant**").

Recitals

C. Landlord is the fee owner of that certain parcel of land situated in the City of Westfield, in Hamilton County, State of Indiana, legally described on Exhibit A attached hereto and made a part hereof (the "**Land**").

D. Landlord and Tenant have previously entered into that certain Lease Agreement dated as of _____, 2014 (the "**Lease**"). Pursuant to the Lease, Landlord has demised and leased to Tenant, and Tenant has leased from Landlord, certain premises (the "**Demised Premises**"), upon the terms, provisions and conditions set forth in the Lease.

E. Landlord and Tenant desire to set forth certain terms, provisions and conditions contained in the Lease in this Memorandum for recording purposes.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals, Definitions. The foregoing recitals are hereby incorporated into and made a part of this Memorandum, as if fully set forth herein. Capitalized terms used in this Memorandum and not otherwise defined herein shall have the respective meanings given them in the Lease.

2. Term. The term of the Lease shall be for 25 Lease Years, scheduled to commence on _____, 20____, and to end on _____, 20____ (the "**Initial Term**").

3. Purpose of Memorandum. This Memorandum is being executed and recorded in order to give notice of the existence of the Lease and the rights and options set forth therein. This Memorandum is not a restatement of the Lease, or any portion thereof, and shall not alter, modify, vary or amend any of the terms, provisions or conditions of the Lease. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Memorandum and the terms, provisions and conditions of the Lease, the terms, provisions and conditions of the Lease shall in all respects govern and control.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

LANDLORD:

Holladay Properties Grand Park Sports I LLC,
an Indiana limited liability company

By: _____

Printed: _____

Its: _____

Acknowledgment

STATE OF _____
SS.

COUNTY OF _____

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of Holladay Properties Grand Park Sports I LLC, an Indiana limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered the said instrument on behalf of such entity.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Notary Public

Printed Name: _____

Resident of: _____

Commission Expires: _____

TENANT:

City of Westfield, Indiana,
an Indiana municipal corporation

By: _____

Printed: _____

Its: _____

Acknowledgment

STATE OF _____
SS.

COUNTY OF _____

I, _____, a notary public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that _____ personally known to me to be the
_____ of City of Westfield, Indiana, an Indiana municipal corporation, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that as such
_____, he signed and delivered the said instrument on behalf of such entity.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Notary Public

Printed Name: _____

Resident of: _____

Commission Expires: _____

This instrument was prepared by _____

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. _____

And When Recorded Return To:

[•]

[•]

[•]

[•]

Attn.:

EXHIBIT F
PROJECT COSTS

[To be attached.]

ORDINANCE 14-48

AN ORDINANCE BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING AND AUTHORIZING CERTAIN ACTIONS AND PROCEEDINGS WITH RESPECT TO CERTAIN PROPOSED ECONOMIC DEVELOPMENT FACILITIES AND THE LEASE THEREOF BY THE CITY

WHEREAS, Indiana Code Title 36, Article 7, Chapters 11.9 and 12 (collectively, the “Act”) declares a unit of government may lease, as lessee, economic development facilities and that such constitutes a public purpose; and

WHEREAS, pursuant to the Act, the City of Westfield, Indiana (the “City”) is authorized enter into a lease, as lessee, for the purpose of causing the acquisition, construction, installation and equipping of economic development facilities in order to foster diversification of economic development, creation of business opportunities and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Holladay Properties Grand Park Sports I, LLC (the “Company”) desires to construct and lease to the City economic development facilities to be undertaken by the Company consisting of the acquisition, construction and equipping of an indoor athletic facility to be used for field sports and ancillary uses containing approximately 380,000 square feet to be located in Grand Park at 701 E. 191st Street, Westfield, Indiana (the “Project”) pursuant to a lease agreement between the Company, as Lessor, and the City, as Lessee, (the “Lease”); and

WHEREAS, the Company has arranged for financing of the Project; and

WHEREAS, this Council has studied the Project and the proposed leasing of the Project to the City and its effects on the health and general welfare of the City and its citizens; and

WHEREAS, the completion of the Project will result in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health safety and general welfare of the City and its citizens; and

WHEREAS, pursuant to and in accordance with the Act, the City desires to enter into the Lease; and

WHEREAS, there have been prepared plans and specifications and cost estimates for the Project, which have been reviewed by this Council; and

WHEREAS, the Lease will be payable from any legally available revenues of the City; and

WHEREAS, on October 13, 2014 this Council adopted a resolution making the preliminary determination that a need exists for the Project and for the City to lease the Project from the Company;

WHEREAS, there has been submitted to this Council for its approval the form of the Lease and the form of the proposed Ordinance of the Council with respect to the Project (the "Ordinance"); and

WHEREAS, pursuant to Indiana Code 36-7-12-24, as amended, and in accordance with Indiana Code 5-3-1-2(b), (a) this Council published notice of a public hearing (the "Council Public Hearing") on the proposed Lease and of the City's intention to enter into the Lease, and on October 27, 2014 prior to the adoption of this Ordinance this Council held the Council Public Hearing on the Project regarding the necessity for the execution of the Lease and whether the lease rental provided therein is a fair and reasonable rental for the Project at which all interested parties were given an opportunity to be heard prior to the final determination to execute the Lease; and (b) the Westfield Economic Development Commission (the "Commission") published notice of a public hearing (the "Commission Public Hearing") on the proposed Lease and of the City's intention to enter into the Lease, and on October 27, 2014 prior to the adoption of this Ordinance the Commission held the Commission Public Hearing on the proposed Lease and of the City's intention to enter into the Lease at which all interested parties were given an opportunity to be heard prior to the adoption of the Commission's resolution; and

WHEREAS, the Commission on this date adopted its resolution regarding the Project and the leasing thereof by the City which resolution has been transmitted to this Council together with the form of the Lease and of this Ordinance; and

WHEREAS, no member of this Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Lease authorized herein, which pecuniary interest has not been fully disclosed to the Commission and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16; and

WHEREAS, this Council finds that all conditions precedent to the adoption of this Ordinance have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THIS WESTFIELD COMMON COUNCIL AS FOLLOWS:

SECTION 1. This Council hereby finds, determines, ratifies and confirms that the financing by the Company of the economic development facilities referred to in the Lease consisting of the Project and the entering into the Lease by the City, as Lessee, will: (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City; (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City; and (v) that the use of the Project throughout the term of the Lease by the City will serve the public purpose of the City and is in the best interests of its residents.

SECTION 2. After investigation, this Council hereby determines that a need exists for the Project and that the Project cannot be constructed from funds available to the City making it necessary for the City to enter into the Lease with the Company and the City shall proceed to take steps as may be necessary to cause the Project to be constructed by the Company and leased by the City. The term of the Lease shall be no longer than twenty-five (25) years from the date the Project is complete and ready for occupancy. The maximum annual Base Rent (as defined in the Lease) is not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000). This Council hereby approves (i) the terms of the Lease in the form presented at this meeting; and (ii) the form of the Ordinance authorizing the issuance of the City to enter into the Lease and providing for the terms thereof. The forms of the Lease and the Ordinance presented herewith are hereby approved, with any and all such changes as may be deemed necessary, desirable or appropriate by the Mayor and such Lease shall be kept on file by the Clerk-Treasurer. In compliance with Indiana Code 36-1-5-4, two (2) copies of the Lease are on file in the office of the Clerk-Treasurer for public inspection.

SECTION 3. On or before each rental payment date under the Lease, the Clerk-Treasurer shall transfer to the Company or its duly authorized assigns, legally available revenues of the City at least equal to the Base Rent and the Additional Rent (each as defined in the Lease) then due under the Lease on such rental payment date which funds are pledged to such payments. The City reasonably believes that on each rental payment date an amount of legally available revenues sufficient to fully pay the Base Rental and the Additional Rent then due and owing will be available. Upon the final payment of Base Rent and Additional Rent due under the Lease, the pledge of this Section shall expire and shall no longer be in force and effect.

SECTION 4. The Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute the Lease and any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by such officer to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION 5. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance are, to the extent of such conflict, hereby repealed or amended.

SECTION 7. This Ordinance shall be in full force and effect upon adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS 27th DAY OF OCTOBER, 2014, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL Hamilton County, Indiana
--

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steve Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Bob Smith

Bob Smith

Bob Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert Stokes

Robert Stokes

Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 14-__ was delivered to the Mayor of Westfield on the ____ day of _____, 2014, at __:__ .m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 14-__
this ____ day of _____, 2014
at __:__ .m.

I hereby VETO Ordinance 14-__
this ____ day of _____, 2014
at __:__ .m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

This document prepared by James T. Crawford, Jr., Esq., Krieg DeVault LLP, 161 Lakeview Drive, Noblesville, IN 46060, (317) 238-6239.