

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_08_2018

Monday, October 08, 2018 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, October 08, 2018 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation by: Rob Griepentrog from OnSite International Prayer

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 9-24-18](#)

Claims:

Documents: [Docket](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Old Business:

Ordinance 18-42: 2019 Budget

Council Introduction: September 24, 2018

Budget Workshop: October 1, 2018
Public Hearing : October 8, 2018
Adoption Consideration: October 22, 2018
Documents: [Budget 2019 Infographic](#) | [Budget 2019 Introduction](#)

Ordinance 18-43: 2018 GO Bond
Council Introduction: September 24, 2018
Public Hearing: October 8, 2018
Adoption Consideration: October 22, 2018
Documents: [Ordinance 18-43](#)

Ordinance 18-46: Appropriating the Proceeds of the City of Westfield GO Bonds
Council Introduction: September 24, 2018
Public Hearing: October 8, 2018
Adoption Consideration: October 22, 2018
Documents: [Ordinance 18-46](#)

New Business:

State Road 32 INDOT Interlocal Agreement
Council Introduction: October 8, 2018
Adoption Consideration: ???
Documents: [Interlocal Agreement](#) | [Exhibits](#)

Ordinance 18-48: Additional Appropriation
Council Introduction: October 8, 2018
Public Hearing: October 22, 2018
Adoption Consideration: October 22, 2018
Documents: [Ordinance 18-48](#)

Ordinance 18-41: 100% Voluntary Annexation (Northpoint, Phase 1)
Council Introduction: October 8, 2018
Public Hearing: October 8, 2018
Adoption Consideration: November 12, 2018
Documents: [Ordinance 18-41](#) | [Location Map](#)

Ordinance 18-47: 100% Voluntary Annexation (Northpoint, Phase 2)
Council Introduction: October 8, 2018
Public Hearing: October 8, 2018
Adoption Consideration: November 12, 2018
Documents: [Ordinance 18-47](#) | [Location Map](#)

Ordinance 18-49: Bordeaux Walk PUD District [ITEM CONTINUED TO OCTOBER 22, 2018]
Council Introduction: October 8, 2018

APC Public Hearing: November 5, 2018

APC Recommendation: December 3, 2018

Adoption Consideration: December 10, 2018

Documents: [Ordinance 18-49](#) | [Character Exhibits](#) | [Concept Plan](#) | [Location Map](#) | [Project Narrative](#)

Guests:

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

Council Response to Guest Comments

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

ORDINANCE NUMBER 18-__

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 18__-PUD-__**), requesting an amendment to the Unified Development Ordinance and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 18__-PUD-__** 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 _____, 2018;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the "**Bordeaux Walk PUD District**" (the "District").
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented

or expressly made inapplicable by this Ordinance.

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

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

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

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

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District shall be SF-4: Single-Family High Density District.

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

- 5.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted.
- 5.2 Prohibited Uses of the Underlying Zoning District shall be prohibited.
- 5.3 Maximum Dwellings: The total number of Dwellings permitted in the District shall not exceed seventy-two (72) Single-Family Dwellings.

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

Standard	
Minimum Lot Area	9,000sqft
Minimum Lot Frontage	35’
Minimum Building Setback	
Front Yard	20’
Side Yard	6’
Rear Yard	25’

Minimum Lot Width	65'
Maximum Building Height	1 ½ Story
Minimum Living Area (Total)	
Single Story	1,800sqft
1 ½ Story	2,000sqft

- 6.1 The Minimum Front Yard Building Setback shall be randomly set and vary by six (6) feet in two (2) foot increments (20', 22', 24', and 26' setbacks) along all the street segments. The random Front Yard Building Setbacks shall be illustrated on the Primary and Secondary Plat.
- 6.2 Common Areas shall not be subject to the Minimum Lot Frontage provisions of this Ordinance; however, Article 8.6(C) shall apply.

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

- 7.1 Article 6.3 Architectural Standards: Shall apply, except as modified below:
- A. Character Exhibit: The Character Exhibit, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings within the District.
- B. Additional Architectural Standards: Article 6.3(C) shall apply except as modified below:
- i. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited.
 - ii. Minimum Overhang: The roof overhang or eaves shall be a minimum of eleven (11) inches, as measured prior to the installation of Masonry Materials.
 - iii. Garage Composition and Orientation: The following shall apply:
 - a) All Dwellings shall have a minimum of a two (2) car attached garage.
 - b) All Dwellings shall include decorative garage doors including windows and/or hardware to vary the appearance of garage doors based on the architectural style of the Dwelling.

- iv. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade:
- a) Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, windows and door wraps, and as transitional material between two different materials.
 - b) Covered front porch (minimum six (6) feet in width and four (4) feet in depth).
 - c) Architecturally enhanced/decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments, or shutters).
 - d) Roof Design featuring a hip roof, dormers, a reverse gable, a shed roof accent, or two (2) or more roof planes.
 - e) All Dwellings shall have a minimum of two (2) windows on the Front Façade.
- v. Side Building Façade Requirements: Each Dwelling shall utilize a minimum of one (1) of the following architecture elements on each Side Building Façade. Side Building Façades that face Internal Streets shall utilize a minimum of two (2) of the following architectural elements on the Side Building Façade:
- a) Hip Roof.
 - b) Roofline direction change, or roofline heights change or two (2) or more Roof Planes.
 - c) A minimum of two (2) two-foot (2') deep offsets which is a minimum height equivalent to one-story, excluding relief for doors, windows, and garages.
 - d) A minimum of two (2) or more windows with a minimum of thirty-six (36) square feet in size, on the Side Building Façade.
 - e) Architecturally-enhanced trim a minimum of five and one-half inches (5 ½") wide. Alternative decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, and pediments).
 - f) Sunroom, screened porch, or covered porch (a minimum of one hundred and fifty (150) square feet in size).

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

A. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as modified and enhanced below:

- i. A minimum of: two (2) Shade Trees, two (2) Ornamental Trees and eight (8) Shrubs shall be required.
- ii. At a minimum, all Established Front Yards shall be sodded, and the remainder of the Lot shall be seeded.

B. Required Buffer Yard: Article 6.8(N) shall apply; however, no mounds shall be required. All required landscaping planting materials shall be provided.

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.

9.1 Article 8.6 Open Space and Amenity Standards: Shall apply except as otherwise modified or enhanced below.

A. Minimum Open Space: Shall be enhanced to require a minimum of twenty-three (23%) of the Real Estate, as generally shown on the Concept Plan.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2018.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I 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: Matt Pleasant, AICP

I hereby certify that **ORDINANCE 18-__** was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 18-__**
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 18-__**
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

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

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Character Exhibits

EXHIBIT A
REAL ESTATE

Part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 18 North, Range 3 East of the Second Principal Meridian, City of Westfield, Washington Township, Hamilton County, Indiana described as follows:

COMMENCING at the southwest corner of said Quarter-Quarter section, marked by a Harrison monument; thence North 00 degrees 17 minutes 37 seconds East (grid bearing based on Indiana State Plane East Zone, NAD 83, 2011, EPOCH 2010.0000) along the west line of said Quarter-Quarter section a distance of 233.87 feet to the POINT OF BEGINNING, said point being the northwest corner of a 3.00-acre tract of land described in Instrument Number 9809838966 in the Office of the Recorder of Hamilton County, Indiana; thence continuing North 00 degrees 17 minutes 37 seconds East along said west line a distance of 1099.71 feet to the northwest corner of said Quarter-Quarter section; thence North 89 degrees 13 minutes 29 seconds East along the north line of said Quarter-Quarter section of a distance of 1301.80 feet to the northeast corner thereof; thence South 00 degrees 12 minutes 41 seconds West along the east line of said Quarter-Quarter section of a distance of 1082.44 feet to the northeast corner of said 3.00-acre tract; thence South 88 degrees 75 minutes 01 seconds West along the north line of said tract a distance of 1303.48 feet to the POINT OF BEGINNING, containing 32.457 acres, more or less.

EXHIBIT B
CONCEPT PLAN



Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 18__-PUD-__.

EXHIBIT C
CHARACTER EXHIBIT
(Page 1 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 2 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 3 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 4 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 5 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 1 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 2 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 3 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 4 of 5)



EXHIBIT C
CHARACTER EXHIBIT
(Page 5 of 5)



BORDEAUX WALK



GRAPHIC SCALE



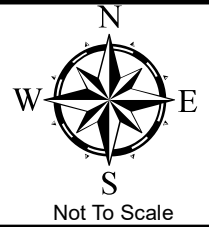
SCALE: 1" = 250'

WESTFIELD, INDIANA
SEPTEMBER 12, 2018





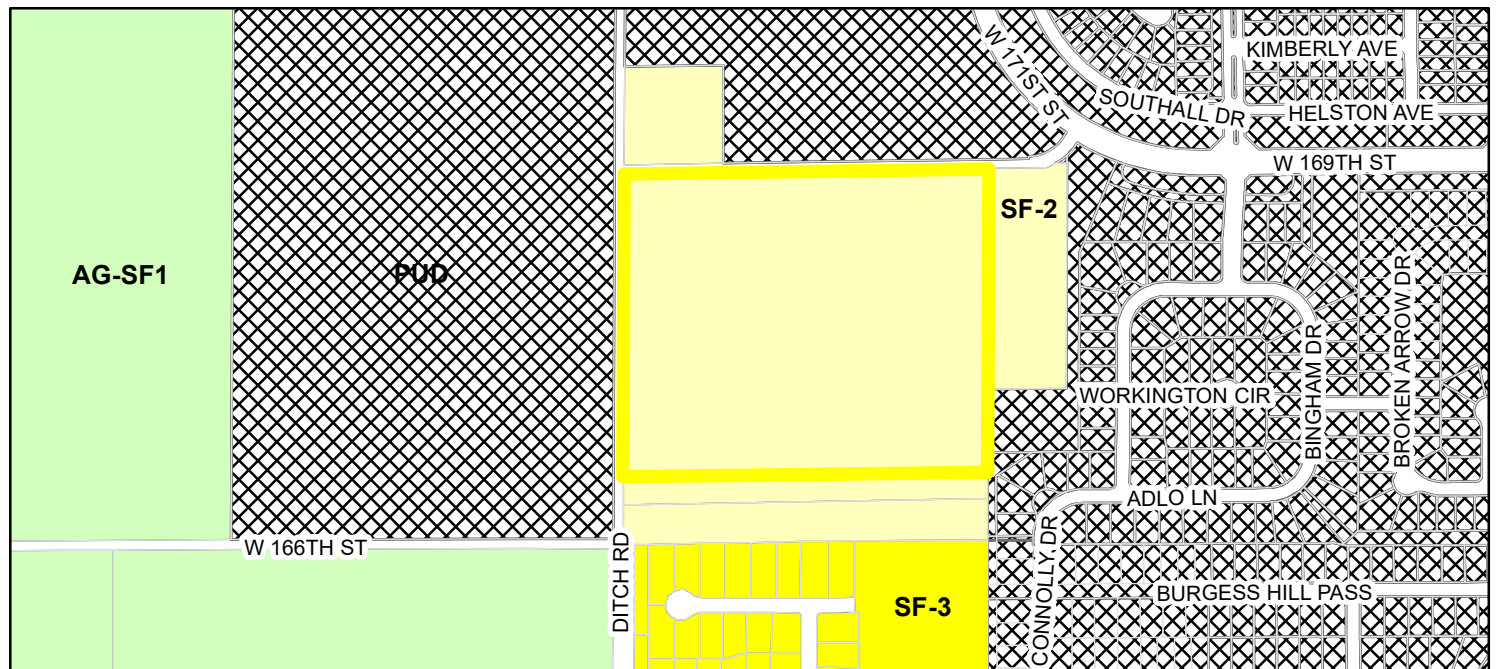
Property Location Map
Bordeaux Walk PUD District
Planned Unit Development
1811-PUD-29



Aerial Location Map



Zoning Map



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

Westfield City Council September 24, 2018

The Westfield City Council met on Monday September 24, 2018 at the Westfield City Hall. Members present were Jim Ake, Joe Edwards, Steve Hoover, Bob Horkay, Mark Keen, and Chuck Lehman. Also present were Deputy Clerk Bev Rawlings and City Attorney Brian Zaiger.

President Ake called the meeting to order at 7:00 p.m.

Approval of Minutes:

Steve Hoover made a motion to approve September 10, 2018 as presented. Joe Edwards seconded.
Vote: Yes-6; No-0; Motion carries

Claims:

Mark Keen made a motion to approve the claims as presented. Bob Horkay seconded.
Vote: Yes-6; No-0; Motion carries.

Miscellaneous Business/Special Presentations:

None

Old Business:

Ordinance 18-04: Wheeler Landing PUD

Council Introduction- April 9, 2018

APC Public Hearing - May 7, 2018

APC Recommendation: July 2, 2018

Adoption Consideration- September 24, 2018

Caleb Ernest presented stating this Ordinance stating it is a request for zoning change of 321 acres north on 32 west of Wheeler Rd. The land will be divided into 4 commercial/mixed uses areas

Eric Douthit, representing Wheeler Family thanked the City for their time on the project and stated that obtainable housing to be included in this is being considered as an option. He stated this PUD is subject to finalization of the Development Agreement.

There was council discussion.

Steve Hoover made a motion to approve Ordinance 18-04 contingent on the receipt of an executed Developer Agreement between the petitioner and the City. Bob Horkay seconded.
Vote: Yes-5; No-1; (Joe Edwards). Motion carries.

Ordinance 18-33: Grand Park Village PUD Amendment II (Charles Towne)

Council Introduction: August 13, 2018

APC Public Hearing: September 4, 2108

APC Recommendation: September 17, 2018

Adoption Consideration: September 24, 2018

Daine Crabtree presented this item stating this is a request to construct a multi-family development west of Wheeler Rd, north of GRP Boulevard. Since introduction design theme, density and parking requirements have been addressed.

Mark Keen made a motion to approve Ordinance 18-33 as presented. Chuck Lehman seconded.

Vote: Yes- 6; No-0. Motion carries.

Ordinance 18-36: Amending the Traffic Regulations of the City of Westfield

Council Introduction: September 10, 2018

Adoption Consideration: September 24, 2018

Jeremy Lollar presented this item stating this is the semi-annual review of the City's traffic patterns, speed limits, and update of signage etc.

Bob Horkay made a motion to approve Ordinance 18-36 as presented. Steve Hoover seconded.

Vote: Yes- 6; No-0. Motion carries.

New Business:

Ordinance 18-37: City of Westfield Transferring Funds

Council Introduction: September 24, 2018

Adoption Consideration: October 22, 2018

Brian Zaiger presented this item stating this is a request by the CT office to combine two fire funds that are currently being managed separately into one fund.

Item will be back in October

Ordinance 18-42: 2019 Budget

Council Introduction: September 24, 2018

Budget Workshop: October 1, 2018 @10:00 AM

Public Hearing: October 8, 2018

Adoption Consideration: October 22, 2018

Todd Burtron and Tammy Havard presented stating the proposed budget would maintain a flat tax rate. The timeline of the budget process was laid out with mention of the budget workshop on Oct. 1st. A sustainable budget was stressed, tax caps were explained, and citizens were encouraged to use the OpenGov website to stay up to date.

Ordinance 18-43: 2018 GO Bond
Council Introduction: September 24, 2018
Public Hearing: October 8, 2018
Adoption Consideration: October 22, 2018

Todd Burtron presented Ordinance 18-43 and 18-46 together, summarizing the need for the Bonds and Appropriating the Proceeds.

Ordinance 18-46: Appropriating the Proceeds of the City of Westfield GO Bonds
Council Introduction: September 24, 2018
Public Hearing: October 8, 2018
Adoption Consideration: October 22, 2018

Presented with Ordinance 18-43

Guests:

Mic Mead encouraged citizens to volunteer at Grand Park.

Council Responses to Guest Comments:

CITY COUNCIL COMMENTS:

Steve Hoover APC update

MAYOR COMMENTS:

HAND Conference on Obtainable Housing within the City held last week

School Security/Officer Presence/School cameras upgraded

Youth Assistance/DWA fundraisers this past weekend

Homecoming week

Without any further business, the meeting adjourned at

Clerk-Treasurer

President

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 08, 2018

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 18 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 8 day of October, 2018

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: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 1 of 18

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								
VEN001988	Travelers	APP055614	9/20/2018	101001339	ADM-INSURANCE	4th inst	3,638.36	65435	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101001119	ADM-HEALTH AND DENTAL	Medical Ins	2,142.89	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101001119	ADM-HEALTH AND DENTAL	Dental Ins	112.70	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101001119	ADM-HEALTH AND DENTAL	Riverview Clinic	98.02	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101001119	ADM-HEALTH AND DENTAL	Life Ins	6.50	65448	9/26/2018
VEN005845	Kinetrex Energy	APP055778	9/27/2018	101001328	ADM-HEAT/GAS	Heat	7.75		
VEN001537	Payroll	APP055883	10/1/2018	101001111	ADM-SALARY	sal	8,417.68	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101001120	ADM-FICA AND MEDICARE	fica	500.93	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101001120	ADM-FICA AND MEDICARE	med	117.15	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101001121	ADM-PERF	perf	949.61	500000383	10/3/2018
VEN001264	Love At First Sight	APP055905	10/2/2018	101001347	ADM-PROMOTIONS	Sympathy arrangements	200.00		
VEN001953	Thomson West	APP055906	10/2/2018	101001330	ADM-ATTORNEY/CONSULTA	West Information Charges	172.11		
VEN000263	Bose Public Affairs Group LLC	APP055907	10/2/2018	101001331	ADM-CONSULTING	Strategic Comm for August	3,500.00		
VEN000263	Bose Public Affairs Group LLC	APP055908	10/2/2018	101001331	ADM-CONSULTING	Economic Dev August	5,000.00		
VEN000103	American Structurepoint Inc	APP055910	10/2/2018	101001331	ADM-CONSULTING	GP Sports Campus	7,655.00		
VEN002097	Westfield Chamber Of Commerce	APP055911	10/2/2018	101001347	ADM-PROMOTIONS	Guest for the City	60.00		
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	101001331	ADM-CONSULTING	GJ project	4,290.00		
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	101001331	ADM-CONSULTING	Union Square	6,270.00		
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	101001331	ADM-CONSULTING	Wheeler Landing	1,850.00		
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	101001331	ADM-CONSULTING	Oak Ridge Pointe	720.00		
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	101001331	ADM-CONSULTING	Birch Dalton	385.00		
	Subtotal for Administration						46,093.70		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 2 of 18

WESTFIELD\kgagnon

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Police										
		VEN001988	Travelers	APP055614	9/20/2018	101002339	POLICE-INSURANCE	4th inst	16,008.78	65435	9/24/2018
		VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101002119	POLICE-HEALTH AND DENT	Medical Ins	48,759.96	65445	9/24/2018
		VEN000534	Delta Dental	APP055679	9/24/2018	101002119	POLICE-HEALTH AND DENT	Dental Ins	2,775.11	65446	9/24/2018
		VEN001676	Riverview Hospital	APP055682	9/24/2018	101002119	POLICE-HEALTH AND DENT	Riverview Clinic	2,237.18	65447	9/24/2018
		VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101002119	POLICE-HEALTH AND DENT	Life Ins	175.50	65448	9/26/2018
		VEN006041	Eli Stubbs	APP055752	9/26/2018	101002226	POLICE-VEHICLE GAS/SUPP	Gas Reimbursement Training	65.55		
		VEN006196	Yellow Dog Veterinary Clinic	APP055753	9/26/2018	101002355	POLICE-K-9 MAINT	Annual exam - Pilot	187.00		
		VEN001555	Pet Supplies Plus	APP055754	9/26/2018	101002355	POLICE-K-9 MAINT	Dog Food	44.98		
		VEN001555	Pet Supplies Plus	APP055754	9/26/2018	101002355	POLICE-K-9 MAINT	Dog food & Shampoo	85.94		
		VEN001184	Kirk Hardware	APP055755	9/26/2018	101002345	POLICE-EQUIP REPAIR	Plexiglas	30.80		
		VEN006222	SuperFleet Master Card	APP055756	9/26/2018	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	529.94		
		VEN001942	The Uniform House Inc	APP055757	9/26/2018	101002229	POLICE-UNIFORMS	Uniforms - Gentry	98.78		
		VEN000314	C.A.R. Clinic	APP055758	9/26/2018	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,964.20		
		VEN003412	PowerDMS	APP055759	9/26/2018	101002349	POLICE-SERVICES	Add two users	85.08		
		VEN000266	Bound Tree Medical	APP055760	9/26/2018	101002472	POLICE-EQUIPMENT	Narcan Atomizers	40.56		
		VEN000345	Cave and Company Printing	APP055761	9/26/2018	101002337	POLICE-PRINTING	Business cards	116.14		
		VEN000747	Galls	APP055762	9/26/2018	101002229	POLICE-UNIFORMS	Tru-Spec Pants	41.24		
		VEN000747	Galls	APP055762	9/26/2018	101002472	POLICE-EQUIPMENT	Handcuffs	82.52		
		VEN000747	Galls	APP055762	9/26/2018	101002472	POLICE-EQUIPMENT	Clipboards, Marijuana test kits	209.20		
		VEN000012	A W Direct	APP055763	9/26/2018	101002472	POLICE-EQUIPMENT	Lockout Tools	376.50		
		VEN001843	Steven R Jenkins	APP055764	9/26/2018	101002229	POLICE-UNIFORMS	Uniforms - Noreen	239.97		
		VEN002353	Boldens Cleaners	APP055765	9/26/2018	101002229	POLICE-UNIFORMS	Dry Cleaning	843.11		
		VEN005845	Kinetrex Energy	APP055778	9/27/2018	101002328	POLICE-HEAT/GAS	Heat	224.34		
		VEN002097	Westfield Chamber Of Commerce	APP055842	10/1/2018	101002347	POLICE-PROMOTIONS	Citizens Academy table	600.00		
		VEN001537	Payroll	APP055883	10/1/2018	101002111	POLICE-SALARY	sal	153,239.80	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101002120	POLICE-FICA AND MEDICAR	fica	9,145.63	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101002120	POLICE-FICA AND MEDICAR	med	2,138.90	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101002121	POLICE-PERF	perf	24,100.58	500000383	10/3/2018
	Subtotal for Police								264,447.29		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 3 of 18

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								
	Economic and Community Development								
VEN001988	Travelers	APP055614	9/20/2018	101003339	ECD-INSURANCE	4th inst	1,781.58	65435	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101003119	ECD-HEALTH AND DENTAL	Medical Ins	9,438.27	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101003119	ECD-HEALTH AND DENTAL	Dental Ins	544.81	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101003119	ECD-HEALTH AND DENTAL	Riverview Clinic	478.29	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101003119	ECD-HEALTH AND DENTAL	Life Ins	42.25	65448	9/26/2018
VEN001537	Payroll	APP055883	10/1/2018	101003111	ECD-SALARY	sal	28,338.30	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101003120	ECD-FICA AND MEDICARE	fica	1,701.46	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101003120	ECD-FICA AND MEDICARE	med	397.92	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101003121	ECD-PERF	perf	4,024.04	500000383	10/3/2018
	Subtotal for Economic and Community Development						46,746.92		
	Parks								
VEN001988	Travelers	APP055614	9/20/2018	101005339	PARKS-INSURANCE	4th inst	1,455.34	65435	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101005119	PARKS-HEALTH AND DENT	Medical Ins	3,115.96	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101005119	PARKS-HEALTH AND DENT	Dental Ins	112.70	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101005119	PARKS-HEALTH AND DENT	Riverview Clinic	143.40	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101005119	PARKS-HEALTH AND DENT	Life Ins	9.75	65448	9/26/2018
VEN005709	Service Sanitation Inc	APP055841	10/1/2018	101005476	PARKS-EQUIP LEASES	Deer Walk	95.00		
VEN005709	Service Sanitation Inc	APP055841	10/1/2018	101005476	PARKS-EQUIP LEASES	166th	80.00		
VEN001537	Payroll	APP055883	10/1/2018	101005111	PARKS-SALARY	sal	7,688.67	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101005120	PARKS-FICA AND MEDICARE	fica	464.68	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101005120	PARKS-FICA AND MEDICARE	med	108.68	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101005121	PARKS-PERF	perf	1,091.80	500000383	10/3/2018
	Subtotal for Parks						14,365.98		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 4 of 18

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								
	Informatics								
VEN001988	Travelers	APP055614	9/20/2018	101007339	IT-INSURANCE	4th inst	1,564.49	65435	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101007119	IT-HEALTH AND DENTAL	Medical Ins	5,742.73	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101007119	IT-HEALTH AND DENTAL	Dental Ins	405.37	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101007119	IT-HEALTH AND DENTAL	Riverview Clinic	263.20	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101007119	IT-HEALTH AND DENTAL	Life Ins	19.50	65448	9/26/2018
VEN000203	BD Managed Services LLC	APP055837	10/1/2018	101007451	IT-COMPUTER/EQUIP	GPEC IT racks	3,582.05		
VEN000616	Egov Strategies	APP055838	10/1/2018	101007331	IT-CONSULTING	Website redesign	5,075.00		
VEN006597	ATEC Inc	APP055839	10/1/2018	101007349	IT-SERVICES	Quart CCTV maint	3,278.75		
VEN004591	Virtusa Corporation	APP055843	10/1/2018	101007331	IT-CONSULTING	Sept services	4,027.00		
VEN001537	Payroll	APP055883	10/1/2018	101007111	IT-SALARY	sal	14,513.23	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101007120	IT-FICA AND MEDICARE	fica	861.08	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101007120	IT-FICA AND MEDICARE	med	201.37	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101007121	IT-PERF	perf	2,060.89	500000383	10/3/2018
VEN006597	ATEC Inc	APP055900	10/2/2018	101007343	IT-BUILDING MAINTENANCE	GP Concession Camera Wiri	3,242.50		
	Subtotal for Informatics						44,837.16		
	Clerk Treasurer								
VEN001988	Travelers	APP055614	9/20/2018	101008339	CT-INSURANCE	4th inst	1,358.32	65435	9/24/2018
VEN007097	Webster and Garino LLC	APP055615	9/20/2018	101008330	CT-LEGAL CONSULTING	Retainer	1,500.00	65441	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101008119	CT-HEALTH AND DENTAL	Medical Ins	4,232.60	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101008119	CT-HEALTH AND DENTAL	Dental Ins	297.17	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101008119	CT-HEALTH AND DENTAL	Riverview Clinic	194.22	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101008119	CT-HEALTH AND DENTAL	Life Ins	17.42	65448	9/26/2018
VEN000847	Hamilton County Recorder	APP055809	9/28/2018	101008338	CT-LEGAL NOTICES	agreement, ordinance	50.00	65451	9/28/2018
VEN001406	Municipal Code	APP055845	10/1/2018	101008349	CT-SERVICES	Code of Ordinances	953.62		
VEN001826	Staples	APP055846	10/1/2018	101008223	CT-OFFICE SUPPLIES	Office supplies	489.66		
VEN001469	O W Krohn and Associates	APP055847	10/1/2018	101008349	CT-SERVICES	Aug services	645.00		
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		156,873.77	500000382	9/26/2018
VEN001537	Payroll	APP055883	10/1/2018	101008111	CT-SALARY	sal	16,305.91	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101008120	CT-FICA AND MEDICARE	fica	953.96	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101008120	CT-FICA AND MEDICARE	med	223.06	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101008121	CT-PERF	perf	1,912.55	500000383	10/3/2018
	Subtotal for Clerk Treasurer						186,007.26		

City of Westfield

10/2/2018 2:23 PM

Page 5 of 18

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								
	Mayor								
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101009119	MAYOR-HEALTH AND DENT	Medical Ins	1,116.64	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101009119	MAYOR-HEALTH AND DENT	Dental Ins	47.80	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101009119	MAYOR-HEALTH AND DENT	Riverview Clinic	50.82	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101009119	MAYOR-HEALTH AND DENT	Life Ins	2.21	65448	9/26/2018
VEN001537	Payroll	APP055883	10/1/2018	101009111	MAYOR-SALARY	sal	4,329.69	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101009120	MAYOR- FICA AND MEDICAR	fica	263.60	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101009120	MAYOR- FICA AND MEDICAR	med	61.65	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101009121	MAYOR-PERF	perf	614.82	500000383	10/3/2018
VEN006386	Westfield High School Dance	APP055909	10/2/2018	101009347	MAYOR-PROMOTIONS	Westfield High Dance Marath	500.00		
VEN002097	Westfield Chamber Of Commerce	APP055912	10/2/2018	101009347	MAYOR-PROMOTIONS	Sept luncheon	20.00		
	Subtotal for Mayor						7,007.23		
	City Council								
VEN002097	Westfield Chamber Of Commerce	APP055888	9/26/2018	101010347	CITY COUNCIL-PROMOTION	September luncheon	40.00		
	Subtotal for City Council						40.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 6 of 18

WESTFIELD\kgagnon

Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
101	General										
	Public Works										
		VEN001988	Travelers	APP055614	9/20/2018	101013339	PW-INSURANCE	4th inst	8,489.50	65435	9/24/2018
		VEN000589	Duke Energy	APP055648	9/21/2018	101013341	PW-ELECTRIC	1438 151st	90.82	65384	9/24/2018
		VEN000589	Duke Energy	APP055648	9/21/2018	101013341	PW-ELECTRIC	1443 151st	9.56	65384	9/24/2018
		VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101013119	PW-HEALTH AND DENTAL	Medical Ins	30,383.25	65445	9/24/2018
		VEN000534	Delta Dental	APP055679	9/24/2018	101013119	PW-HEALTH AND DENTAL	Dental Ins	1,530.21	65446	9/24/2018
		VEN001676	Riverview Hospital	APP055682	9/24/2018	101013119	PW-HEALTH AND DENTAL	Riverview Clinic	1,855.09	65447	9/24/2018
		VEN002134	Wilkins Lawn Care	APP055687	9/25/2018	101013349	PW-CONTRACTUAL SERVIC	Stump removal	2,725.00		
		VEN003736	Wesco Distribution	APP055721	9/26/2018	101013345	PW-EQUIP REPAIR	Material	1,475.00		
		VEN000379	Chemsearch	APP055724	9/26/2018	101013343	PW-BLDG MAINT	City Services	267.39		
		VEN007099	Brite Line Technologies LLC	APP055726	9/26/2018	101013345	PW-EQUIP REPAIR	Stop Bars repairs	2,280.49		
		VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101013119	PW-HEALTH AND DENTAL	Life Ins	109.03	65448	9/26/2018
		VEN005845	Kinetrex Energy	APP055778	9/27/2018	101013349	PW-CONTRACTUAL SERVIC	Heat	5.07		
		VEN001716	Runyon Equipment Rental	APP055797	9/28/2018	101013224	PW-OPERATING SUPPLIES	DWA generator	325.00		
		VEN003051	Bentley Systems	APP055848	10/1/2018	101013389	PW-SOFTWARE LICENSING	OpenRoads Designer quart	1,546.75		
		VEN001537	Payroll	APP055883	10/1/2018	101013111	PW-SALARY	sal	64,298.89	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101013120	PW-FICA AND MEDICARE	fica	3,806.84	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101013120	PW-FICA AND MEDICARE	med	890.30	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101013121	PW-PERF	perf	9,250.74	500000383	10/3/2018
		VEN002097	Westfield Chamber Of Commerce	APP055911	10/2/2018	101013347	PW-PROMOTIONS	Guest for the City	240.00		
	Subtotal for Public Works								129,578.93		
	Communications										
		VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101020119	COMM-INSURANCE	Medical Ins	1,557.98	65445	9/24/2018
		VEN000534	Delta Dental	APP055679	9/24/2018	101020119	COMM-INSURANCE	Dental Ins	88.87	65446	9/24/2018
		VEN001676	Riverview Hospital	APP055682	9/24/2018	101020119	COMM-INSURANCE	Riverview Clinic	71.70	65447	9/24/2018
		VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101020119	COMM-INSURANCE	Life Ins	9.75	65448	9/26/2018
		VEN001537	Payroll	APP055883	10/1/2018	101020111	COMM-SALARY	sal	6,454.03	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101020120	COMM-FICA	fica	393.07	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101020120	COMM-FICA	med	91.93	500000383	10/3/2018
		VEN001537	Payroll	APP055883	10/1/2018	101020121	COMM-PERF	perf	916.47	500000383	10/3/2018
		VEN002097	Westfield Chamber Of Commerce	APP055891	10/1/2018	101020347	COMM-PROMOTIONS	Sept luncheon	20.00		
	Subtotal for Communications								9,603.80		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 7 of 18

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								
Customer Service									
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101021119	CUSTOMER SERV- INSURAN	Medical Ins	2,663.98	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101021119	CUSTOMER SERV- INSURAN	Dental Ins	160.64	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101021119	CUSTOMER SERV- INSURAN	Riverview Clinic	124.34	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101021119	CUSTOMER SERV- INSURAN	Life Ins	9.75	65448	9/26/2018
VEN001537	Payroll	APP055883	10/1/2018	101021111	CUSTOMER SERV-SALARY	sal	7,614.73	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101021120	CUSTOMER SERV- FICA/ME	fica	456.98	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101021120	CUSTOMER SERV- FICA/ME	med	106.86	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101021121	CUSTOMER SERV- PERF	perf	1,081.29	500000383	10/3/2018
VEN002097	Westfield Chamber Of Commerce	APP055912	10/2/2018	101021347	CUST SERV- PROMO	Sept luncheon	20.00		
Subtotal for Customer Service							12,238.57		
Human Resources									
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	101022119	HR-HEALTH & DENTAL	Medical Ins	2,717.16	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	101022119	HR-HEALTH & DENTAL	Dental Ins	145.31	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	101022119	HR-HEALTH & DENTAL	Riverview Clinic	124.34	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	101022119	HR-HEALTH & DENTAL	Life Ins	6.50	65448	9/26/2018
VEN001537	Payroll	APP055883	10/1/2018	101022111	HR -SALARY	sal	4,987.78	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101022120	HR-FICA & MEDICARE	fica	295.26	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101022120	HR-FICA & MEDICARE	med	69.05	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	101022121	HR PERF	perf	708.27	500000383	10/3/2018
Subtotal for Human Resources							9,053.67		
Subtotal for Fund 101 General							770,020.51		
Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		2,083.93	500000382	9/26/2018
Subtotal for Clerk Treasurer							2,083.93		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 8 of 18

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									
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	201013119	MVH-HEALTH AND DENTAL	Medical Ins	3,158.50	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	201013119	MVH-HEALTH AND DENTAL	Dental Ins	283.89	65446	9/24/2018
VEN002706	KJM Trucking Inc	APP055722	9/26/2018	201013231	MVH-SUBGRADE MATERIAL	Maintenance	3,011.66		
VEN001044	Irving Materials	APP055723	9/26/2018	201013231	MVH-SUBGRADE MATERIAL	Stone	166.74		
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	201013119	MVH-HEALTH AND DENTAL	Life Ins	13.00	65448	9/26/2018
VEN002706	KJM Trucking Inc	APP055849	10/1/2018	201013231	MVH-SUBGRADE MATERIAL	Maintenance	3,252.04		
VEN000258	Bobcat Of Indy North	APP055850	10/1/2018	201013360	MVH-VEHICLE REPAIR	Parts	147.27		
VEN001731	Sagamore Ready Mix LLC	APP055851	10/1/2018	201013231	MVH-SUBGRADE MATERIAL	Stone	358.00		
VEN001731	Sagamore Ready Mix LLC	APP055851	10/1/2018	201013231	MVH-SUBGRADE MATERIAL	Base mix	3,525.00		
VEN006285	Ceres Solutions Cooperative	APP055852	10/1/2018	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded	786.03		
VEN000989	Indiana Traffic Services LLC	APP055854	10/1/2018	201013378	MVH-STREET STRIPING	2018 Striping Project	27,311.19		
VEN001537	Payroll	APP055883	10/1/2018	201013111	MVH-SALARY	sal	7,424.40	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	201013120	MVH-FICA AND MEDICARE	fica	442.71	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	201013120	MVH-FICA AND MEDICARE	med	103.54	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	201013121	MVH-PERF	perf	1,054.27	500000383	10/3/2018
	Subtotal for Public Works						51,038.24		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						53,122.17		
Fund No. Fund Name									
202	Local Road and Street (LRS)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		7,380.84	500000382	9/26/2018
	Subtotal for Clerk Treasurer						7,380.84		
	Public Works								
VEN002038	USI Consultants Inc	APP055616	9/20/2018	202013349	LRS-SERVICES	Preliminary Engineering for 1	31,480.00	65439	9/24/2018
VEN002038	USI Consultants Inc	APP055718	9/26/2018	202013349	LRS-SERVICES	Preliminary Engineering for 1	11,920.00		
	Subtotal for Public Works						43,400.00		
	Subtotal for Fund 202 Local Road and Street (LRS)						50,780.84		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 9 of 18

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									
203	Fire Operating									
Clerk Treasurer										
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE			7,478.24	500000382	9/26/2018
Subtotal for Clerk Treasurer								7,478.24		
Fire										
VEN001988	Travelers	APP055614	9/20/2018	203012339	FIRE-INSURANCE	4th inst		9,296.01	65435	9/24/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055669	9/24/2018	203012119	FIRE-HEALTH AND DENTAL	Medical Ins		72,161.59	65445	9/24/2018
VEN000534	Delta Dental	APP055679	9/24/2018	203012119	FIRE-HEALTH AND DENTAL	Dental Ins		4,753.77	65446	9/24/2018
VEN001676	Riverview Hospital	APP055682	9/24/2018	203012119	FIRE-HEALTH AND DENTAL	Riverview Clinic		3,435.18	65447	9/24/2018
VEN004479	Symetra Life Insurance	APP055731	9/26/2018	203012119	FIRE-HEALTH AND DENTAL	Life Ins		234.00	65448	9/26/2018
VEN005845	Kinetrex Energy	APP055778	9/27/2018	203012328	FIRE-GAS/HEAT	Heat		224.34		
VEN005845	Kinetrex Energy	APP055778	9/27/2018	203012328	FIRE-GAS/HEAT	Heat		41.60		
VEN005845	Kinetrex Energy	APP055778	9/27/2018	203012328	FIRE-GAS/HEAT	Heat		36.32		
VEN007104	Indiana Smoke Diver Assoc	APP055857	10/1/2018	203012334	FIRE-TRAVEL/TRAINING/SE	Devitt,Howe Diver Course		1,590.00	65452	10/1/2018
VEN002097	Westfield Chamber Of Commerce	APP055858	10/1/2018	203012347	FIRE-PROMOTIONS	Lantern Awards		300.00		
VEN005587	Kronos Inc	APP055869	10/2/2018	203012349	FIRE-SERVICES	Telestaff service		1,871.40		
VEN005980	Fire Services Inc	APP055870	10/2/2018	203012360	FIRE-VEHICLE MAINT	L81 trolley stops		78.80		
VEN005980	Fire Services Inc	APP055871	10/2/2018	203012360	FIRE-VEHICLE MAINT	supply radiator caps		94.07		
VEN005980	Fire Services Inc	APP055872	10/2/2018	203012360	FIRE-VEHICLE MAINT	E82 spring latch		109.98		
VEN005980	Fire Services Inc	APP055873	10/2/2018	203012360	FIRE-VEHICLE MAINT	E82 radiator caps		68.36		
VEN005980	Fire Services Inc	APP055873	10/2/2018	203012360	FIRE-VEHICLE MAINT	L81 radiator caps		68.36		
VEN003526	Jezroc Metalworks Inc	APP055877	10/2/2018	203012360	FIRE-VEHICLE MAINT	A380 repair		75.00		
VEN001264	Love At First Sight	APP055879	10/2/2018	203012347	FIRE-PROMOTIONS	flowers		81.00		
VEN002425	AFC International Inc	APP055880	10/2/2018	203012242	FIRE-HAZMAT	hydrogen cyanide		276.24		
VEN000214	Behind The Seams	APP055881	10/2/2018	203012229	FIRE-UNIFORMS	turnout gear repair		195.00		
VEN001537	Payroll	APP055883	10/1/2018	203012111	FIRE-SALARY	sal		201,877.35	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	203012120	FIRE-FICA AND MEDICARE	fica		11,967.37	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	203012120	FIRE-FICA AND MEDICARE	med		2,798.88	500000383	10/3/2018
VEN001537	Payroll	APP055883	10/1/2018	203012121	FIRE-PERF	perf		30,916.29	500000383	10/3/2018
Subtotal for Fire								342,550.91		
Subtotal for Fund 203 Fire Operating								350,029.15		

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 10 of 18

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								
204	Park Impact								
	Public Works								
	VEN006491 Recreation Unlimited Inc	APP055720	9/26/2018	204013472	PARK IMPACT-EQUIPMENT	Simon Moon Park	8,583.00		
	Subtotal for Public Works						8,583.00		
	Subtotal for Fund 204 Park Impact						8,583.00		
Fund No.	Fund Name								
206	Parks Programming/Events								
	Parks								
	VEN006284 KidZone Party Rentals	APP055727	9/26/2018	206005347	PARKS PROGRAM-PROMOT	Barktoberfest	500.00		
	VEN001523 Party Time Rental	APP055728	9/26/2018	206005347	PARKS PROGRAM-PROMOT	Barktoberfest	573.66		
	VEN000676 Fabulously Fun Co	APP055729	9/26/2018	206005347	PARKS PROGRAM-PROMOT	Barktoberfest	450.00		
	VEN000229 Beth Maier Photography	APP055730	9/26/2018	206005349	PARKS PROGRAM-SERVICE	Barktoberfest	200.00		
	VEN000485 Current Publishing	APP055840	10/1/2018	206005347	PARKS PROGRAM-PROMOT	WR4	2,970.00		
	Subtotal for Parks						4,693.66		
	Clerk Treasurer								
	VEN001142 JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		1,660.20	500000382	9/26/2018
	Subtotal for Clerk Treasurer						1,660.20		
	Subtotal for Fund 206 Parks Programming/Events						6,353.86		
Fund No.	Fund Name								
239	Law Enforcement								
	Police								
	VEN006041 Eli Stubbs	APP055752	9/26/2018	239002334	LAW ENFORCE-TRAVEL/TR	Meal Reimbursement K9 Trai	119.92		
	Subtotal for Police						119.92		
	Clerk Treasurer								
	VEN001142 JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		4,330.00	500000382	9/26/2018
	Subtotal for Clerk Treasurer						4,330.00		
	Subtotal for Fund 239 Law Enforcement						4,449.92		
Fund No.	Fund Name								
268	Emergency Medical and Equip								
	Clerk Treasurer								
	VEN001142 JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		11.09	500000382	9/26/2018
	Subtotal for Clerk Treasurer						11.09		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 11 of 18

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									
268	Emergency Medical and Equip								
	Fire								
VEN000266	Bound Tree Medical	APP055874	10/2/2018	268012224	EMS-OPERATING SUPPLIES	adenosine	20.97		
VEN000266	Bound Tree Medical	APP055875	10/2/2018	268012224	EMS-OPERATING SUPPLIES	EMS supplies	146.40		
VEN000266	Bound Tree Medical	APP055876	10/2/2018	268012224	EMS-OPERATING SUPPLIES	EMS supplies	969.63		
VEN000065	Airgas Mid America	APP055878	10/2/2018	268012224	EMS-OPERATING SUPPLIES	Oxygen	20.88		
VEN000266	Bound Tree Medical	APP055882	10/2/2018	268012224	EMS-OPERATING SUPPLIES	EMS supplies	823.82		
	Subtotal for Fire						1,981.70		
Subtotal for Fund 268 Emergency Medical and Equip							1,992.79		
Fund No. Fund Name									
269	Training Facility Center								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		1,002.60	500000382	9/26/2018
	Subtotal for Clerk Treasurer						1,002.60		
	Public Safety (Police and Fire)								
VEN000405	Citizens Energy Group	APP055647	9/21/2018	269014342	TRAINING FAC-WATER/SEW	Training Facility	103.54	65379	9/24/2018
	Subtotal for Public Safety (Police and Fire)						103.54		
Subtotal for Fund 269 Training Facility Center							1,106.14		
Fund No. Fund Name									
301	Eastside TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	301018349	EASTSIDE TIF SERVICES	TIF projections	295.00		
	Subtotal for RDC						295.00		
Subtotal for Fund 301 Eastside TIF							295.00		
Fund No. Fund Name									
305	Grand Junction TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	305018349	GRAND JUNCTION TIF-SER	TIF projections	225.00		
	Subtotal for RDC						225.00		
Subtotal for Fund 305 Grand Junction TIF							225.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 12 of 18

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									
309	Eagletown TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	309018349	EAGLETOWN TIF SERVICES	TIF projections	90.00		
	Subtotal for RDC						90.00		
	Subtotal for Fund 309 Eagletown TIF						90.00		
Fund No. Fund Name									
316	Main St TIF 2011B								
	RDC								
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	316018349	MAINSTREET TIF SERVICE	TIF projections	30.00		
	Subtotal for RDC						30.00		
	Subtotal for Fund 316 Main St TIF 2011B						30.00		
Fund No. Fund Name									
317	146th St TIF								
	RDC								
VEN001469	O W Krohn and Associates	APP055921	10/2/2018	317018349	146TH ST TIF SERVICE	TIF projections	20.00		
	Subtotal for RDC						20.00		
	Subtotal for Fund 317 146th St TIF						20.00		
Fund No. Fund Name									
344	Go Bond 2017								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		1,500.00	500000382	9/26/2018
	Subtotal for Clerk Treasurer						1,500.00		
	Subtotal for Fund 344 Go Bond 2017						1,500.00		
Fund No. Fund Name									
586	MPO Intersec Lighting Grant								
	Public Works								
VEN000010	A and F Engineering	APP055617	9/20/2018	586013349	MPO INTER LIGHTING GRA	HSIP Intersection Lighting	2,220.00	65367	9/24/2018
	Subtotal for Public Works						2,220.00		
	Subtotal for Fund 586 MPO Intersec Lighting Grant						2,220.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 13 of 18

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									
590	Town Rd 156-166 Grant								
	Public Works								
VEN001710	RQAW Corp	APP055618	9/20/2018	590013349	MPO TOWN RD 156-166 SER	Amendment to add more parc	3,600.00	65421	9/24/2018
	Subtotal for Public Works						3,600.00		
	Subtotal for Fund 590 Town Rd 156-166 Grant						3,600.00		
Fund No. Fund Name									
640	Sports Campus Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP055661	9/26/2018	101965	PCARD PAYABLE		14,406.98	500000382	9/26/2018
	Subtotal for Clerk Treasurer						14,406.98		
	Grand Park								
VEN001988	Travelers	APP055613	9/20/2018	640015339	SPORTS CAMPUS-INSURAN	4th inst	1,423.61	2157	9/24/2018
VEN001988	Travelers	APP055613	9/20/2018	640015339	SPORTS CAMPUS-INSURAN	4th inst	1,739.95	2157	9/24/2018
VEN000480	CSI Signs	APP055619	9/20/2018	640015337	SPORTS CAMPUS-PRINTIN	Blvd banners GP Field 5	866.80	2137	9/24/2018
VEN000412	City of Westfield Utility	APP055649	9/21/2018	640015342	SPORTS CAMPUS-WAT SE	Storm GP	1,367.07	2136	9/24/2018
VEN006898	Supply Warehouse Inc	APP055684	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Trash liners	112.16		
VEN006898	Supply Warehouse Inc	APP055684	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Trash liners	112.16		
VEN001410	Myers Construction Mgmt Inc	APP055685	9/25/2018	640015474	SPORTS CAMPUS-CONSTR	GP locker room expansion	4,382.00		
VEN006284	KidZone Party Rentals	APP055689	9/25/2018	640015347	SPORTS CAMPUS-PROMOTI	GP Youth Festival	2,095.00	2162	9/28/2018
VEN006284	KidZone Party Rentals	APP055689	9/25/2018	640015347	SPORTS CAMPUS-PROMOTI	GP Youth Festival	3,445.00	2162	9/28/2018
VEN000733	Freije Engineered Solutions Co	APP055690	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	HVAC fix on C2 and C4	365.50		
VEN001637	Ray's Trash Service	APP055691	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Trash Diam	300.00		
VEN001637	Ray's Trash Service	APP055691	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Trash Diam	428.00		
VEN001637	Ray's Trash Service	APP055691	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Trash Field	750.00		
VEN000480	CSI Signs	APP055692	9/25/2018	640015334	SPORT CAMPUS-TRAVEL T	Whale Sale	191.81		
VEN000345	Cave and Company Printing	APP055693	9/25/2018	640015337	SPORTS CAMPUS-PRINTIN	Grand Games posters	83.25		
VEN006669	A Classic Expo Design	APP055694	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	WRG camp tent reimbursable	13,453.75		
VEN005709	Service Sanitation Inc	APP055696	9/25/2018	640015349	SPORTS CAMPUS-SERVICE	Colts camp portables cost sh	62,383.00		
VEN006597	ATEC Inc	APP055719	9/26/2018	640015451	SPORTS CAMPUS-COMPUT	50% Concession Admin Cam	9,425.00		
VEN007100	Roberts Glass and Service	APP055889	10/2/2018	640015343	SPORTS CAMPUS-BLDG MAI	Glass shelf	189.75		
VEN000910	HP Products	APP055890	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Cleaning Supplies	336.67		
VEN000910	HP Products	APP055890	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Cleaning Supplies	336.66		
VEN001637	Ray's Trash Service	APP055892	10/1/2018	640015349	SPORTS CAMPUS-SERVICE	Diam	10.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 14 of 18

WESTFIELDNkgagnon

Buy-From		Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Vendor No.										
Fund No.	Fund Name									
640	Sports Campus Operating									
Grand Park										
VEN000345	Cave and Company Printing	APP055894	10/2/2018	640015337	SPORTS CAMPUS-PRINTIN	Geico Presentation	147.72			
VEN005403	BrightView Landscapes LLC	APP055897	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Decoder Replacement	362.00			
VEN005403	BrightView Landscapes LLC	APP055898	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Colts tent mainline repair	554.00			
VEN005403	BrightView Landscapes LLC	APP055899	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Line Painting	1,513.50			
VEN006597	ATEC Inc	APP055900	10/2/2018	640015451	SPORTS CAMPUS-COMPUT	GP Concession Camera Wiri	3,242.50			
VEN005403	BrightView Landscapes LLC	APP055901	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	186th St Median Maint 4 of 5	241.00			
VEN005403	BrightView Landscapes LLC	APP055901	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	186th St Median Maint 3 of 5	241.00			
VEN005403	BrightView Landscapes LLC	APP055902	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Grass Field	51,610.01			
VEN005403	BrightView Landscapes LLC	APP055902	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Stripping	281.25			
VEN005403	BrightView Landscapes LLC	APP055902	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Irrigation	3,572.52			
VEN005243	Franklin Equipment	APP055904	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Scissor lift	200.00			
VEN005243	Franklin Equipment	APP055904	10/2/2018	640015349	SPORTS CAMPUS-SERVICE	Boom lift	559.97			
Subtotal for Grand Park							166,322.61			
Sport Campus Indoor Event Ctr										
VEN001988	Travelers	APP055613	9/20/2018	640023339	GP INDOOR-INSURANCE	4th inst	3,163.56	2157		9/24/2018
VEN006898	Supply Warehouse Inc	APP055684	9/25/2018	640023349	GP INDOOR-SERVICES	Bathroom cleaner	23.68			
VEN007022	CORT Business Services Corp	APP055686	9/25/2018	640023224	GP INDOOR-OPERATING SU	Colts office furniture rental	1,893.08			
VEN000733	Freije Engineered Solutions Co	APP055690	9/25/2018	640023343	GP INDOOR-BLDG MAINT	HVAC fix in Exec Conf room	1,182.31			
VEN001637	Ray's Trash Service	APP055691	9/25/2018	640023349	GP INDOOR-SERVICES	Trash CAM	75.00			
VEN001637	Ray's Trash Service	APP055691	9/25/2018	640023349	GP INDOOR-SERVICES	Trash JB	375.00			
VEN006496	KTD Productions LLC	APP055695	9/25/2018	640023349	GP INDOOR-SERVICES	Sub Indy flooring install remov	15,400.00			
VEN006390	Ecolab Pest	APP055725	9/26/2018	640023343	GP INDOOR-BLDG MAINT	Sept 28 service call	395.00			
VEN005845	Kinetrex Energy	APP055777	9/27/2018	640023328	GP INDOOR-NATURAL GAS	Heat	903.92			
VEN000910	HP Products	APP055890	10/2/2018	640023349	GP INDOOR-SERVICES	Cleaning Supplies	677.43			
VEN007103	Indy Floor Restore	APP055893	10/2/2018	640023349	GP INDOOR-SERVICES	Hallway and walkway Concret	4,550.00			
VEN001497	OTIS Elevator Co	APP055895	10/2/2018	640023343	GP INDOOR-BLDG MAINT	Annual service of elevator GP	2,142.00			
VEN006141	Westfield Restaurant Group LLC	APP055896	10/2/2018	640023334	GP INDOOR-TRAVEL/TRAINI	IU Bloomington tour panel	300.00			
VEN005403	BrightView Landscapes LLC	APP055903	10/2/2018	640023349	GP INDOOR-SERVICES	Interior	3,294.42			
VEN005403	BrightView Landscapes LLC	APP055903	10/2/2018	640023349	GP INDOOR-SERVICES	Exterior	1,447.08			
Subtotal for Sport Campus Indoor Event Ctr							35,822.48			
Subtotal for Fund 640 Sports Campus Operating							216,552.07			

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 15 of 18

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								
641	Supplemental Reserv								
	Public Works								
VEN007102	CrossRoads Church of Westfield	APP055774	9/27/2018	641013349	SUPPLE RESERV-PW CONT	Water line Easement agreem	61,000.00	65449	9/27/2018
	Subtotal for Public Works						61,000.00		
	Subtotal for Fund 641 Supplemental Reserv						61,000.00		
Fund No.	Fund Name								
651	Infrastructure Improv								
	Public Works								
VEN005450	ATC Group Services LLC	APP055688	9/25/2018	651013349	INFRAST IMPRO SERV CON	151st St culvert replacement	6,382.15		
VEN005450	ATC Group Services LLC	APP055688	9/25/2018	651013349	INFRAST IMPRO SERV CON	Kinsey Ave Culvert replaceme	6,550.35		
VEN000159	Cardno Inc	APP055856	10/1/2018	651013474	INFRASTRUCTURE IMPRO	Mitigation	10,615.03		
VEN000159	Cardno Inc	APP055856	10/1/2018	651013474	INFRASTRUCTURE IMPRO	Mill St Rd Mitigation	4,009.30		
	Subtotal for Public Works						27,556.83		
	Subtotal for Fund 651 Infrastructure Improv						27,556.83		
Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN000008	77 Police and Fire Fund	APP055645	9/21/2018	701008133	PAYROLL-PERF	Non Civilian PERF	53,121.64	700000515	9/21/2018
VEN001550	PERF	APP055646	9/21/2018	701008133	PAYROLL-PERF	Civilian PERF	40,828.90	700000516	9/21/2018
VEN000126	Anthem Blue Cross Blue Shield	APP055670	9/24/2018	701008930	PAYROLL-INS. DED	Medical Ins	3,727.44	17013	9/24/2018
VEN000534	Delta Dental	APP055680	9/24/2018	701008930	PAYROLL-INS. DED	Dental Ins	4,030.96	17014	9/24/2018
VEN005722	Aflac Premium Holding	APP055740	9/26/2018	701008930	PAYROLL-INS. DED	Group Ins	2,483.10	17015	9/26/2018
VEN001537	Payroll	APP055885	10/1/2018	701008110	PAYROLL-NET SALARIES	net sal	378,496.18	700000519	10/3/2018
VEN000959	Indiana Dept Of Revenue	APP055886	10/1/2018	701008923	PAYROLL-STATE WITHHOL	state	15,828.61	700000518	10/3/2018
VEN000959	Indiana Dept Of Revenue	APP055886	10/1/2018	701008923	PAYROLL-STATE WITHHOL	coit	6,034.27	700000518	10/3/2018
VEN000920	Huntington National Bank	APP055887	10/1/2018	701008131	PAYROLL-EMPLOYER'S FIC	fica	32,256.11	700000517	10/3/2018
VEN000920	Huntington National Bank	APP055887	10/1/2018	701008132	PAYROLL-EMPLOYER'S MED	med	7,543.77	700000517	10/3/2018
VEN000920	Huntington National Bank	APP055887	10/1/2018	701008921	PAYROLL-FEDERAL WITHH	fed	53,042.75	700000517	10/3/2018
VEN000920	Huntington National Bank	APP055887	10/1/2018	701008922	PAYROLL-EMPLOYEE FICA	med	7,543.81	700000517	10/3/2018
VEN000920	Huntington National Bank	APP055887	10/1/2018	701008922	PAYROLL-EMPLOYEE FICA	fica	32,256.13	700000517	10/3/2018
	Subtotal for Clerk Treasurer						637,193.67		
	Subtotal for Fund 701 Payroll						637,193.67		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 16 of 18

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									
900	Stormwater									
	Clerk Treasurer									
VEN001142	JP Morgan Chase	APP055861	9/26/2018	101965	PCARD PAYABLE		605.60	500000382	9/26/2018	
	Subtotal for Clerk Treasurer							605.60		
	Stormwater									
VEN007098	Work Zone Cam LLC	APP055624	9/21/2018	900016451	STORM-COMPUTER EQUIP	Pond drainage project Sept	99.00	38608	9/21/2018	
VEN007098	Work Zone Cam LLC	APP055624	9/21/2018	900016451	STORM-COMPUTER EQUIP	Pond drainage project Aug	99.00	38608	9/21/2018	
VEN007098	Work Zone Cam LLC	APP055624	9/21/2018	900016451	STORM-COMPUTER EQUIP	Pond drainage project July	99.00	38608	9/21/2018	
VEN000412	City of Westfield Utility	APP055626	9/21/2018	900016342	STORM-WATER AND SEWE	Storm GP Indoor	2,221.44	38613	9/24/2018	
VEN000412	City of Westfield Utility	APP055627	9/21/2018	900016342	STORM-WATER AND SEWE	Storm PSB	354.43	38613	9/24/2018	
VEN000126	Anthem Blue Cross Blue Shield	APP055671	9/24/2018	900016119	STORM-HEALTHDENTAL	Medical Storm	6,891.27	38642	9/24/2018	
VEN000534	Delta Dental	APP055681	9/24/2018	900016119	STORM-HEALTHDENTAL	Dental Ins Storm	535.35	38643	9/24/2018	
VEN000412	City of Westfield Utility	APP055706	9/25/2018	900016342	STORM-WATER AND SEWE	Storm	4,383.43	38645	9/25/2018	
VEN004479	Symetra Life Insurance	APP055732	9/26/2018	900016119	STORM-HEALTHDENTAL	Life Ins	22.75	38646	9/26/2018	
VEN000517	Daystar Directional Drilling	APP055798	9/28/2018	900016434	STORM-STORMWATER MIS	Annabelle Ct	11,766.29			
VEN002424	IUPPS	APP055853	10/1/2018	900016309	STORM-CONSULTING FEES	August tickets	1,913.30			
VEN000159	Cardno Inc	APP055855	10/1/2018	900016349	STORM-SERVICE	Mill Street Basin monitoring 3	7,254.98			
VEN001537	Payroll	APP055884	10/1/2018	900016111	STORM-SALARY	sal	16,856.18	900000144	10/3/2018	
VEN001537	Payroll	APP055884	10/1/2018	900016120	STORM-FICA AND MEDICAR	fica	1,002.54	900000144	10/3/2018	
VEN001537	Payroll	APP055884	10/1/2018	900016120	STORM-FICA AND MEDICAR	med	234.48	900000144	10/3/2018	
VEN001537	Payroll	APP055884	10/1/2018	900016121	STORM-PERF	perf	1,683.34	900000144	10/3/2018	
	Subtotal for Stormwater							55,416.78		
	Subtotal for Fund 900 Stormwater							56,022.38		
Fund No.	Fund Name									
901	SW 2017 Construction									
	Stormwater									
VEN006748	V3 Companies	APP055766	9/26/2018	901016349	STORM-2017 BOND SERVIC	Westfield Park Culvert Replac	8,230.00			
	Subtotal for Stormwater							8,230.00		
	Subtotal for Fund 901 SW 2017 Construction							8,230.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 09/20/18..10/02/18

10/2/2018 2:23 PM

Page 17 of 18

WESTFIELD\kgagnon

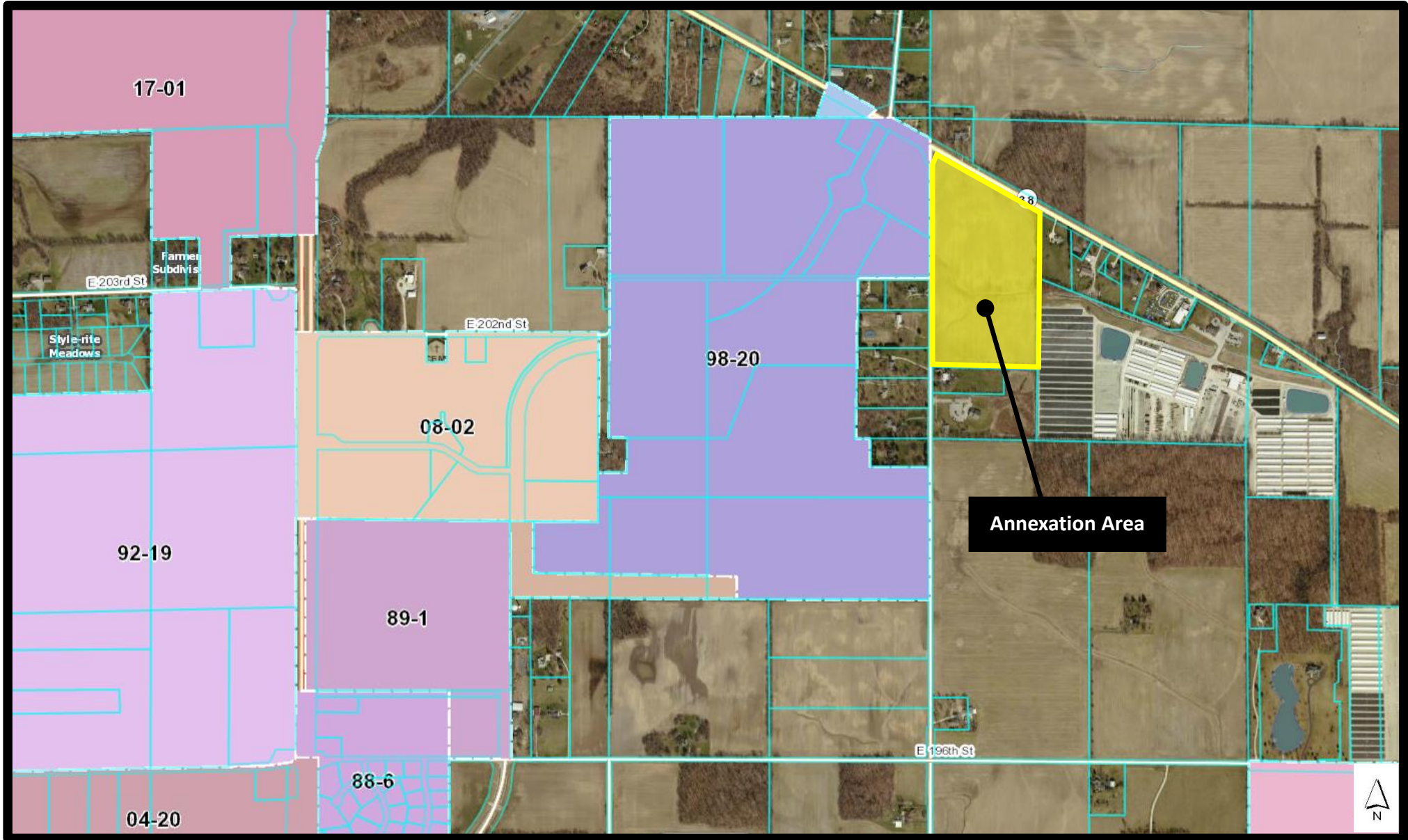
Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
950	Trash								
	Trash								
VEN003986	Accela Inc	APP055916	10/2/2018	950017349	TRASH-ADM SERVICES	Web pmts	1,126.00		
VEN001637	Ray's Trash Service	APP055917	10/2/2018	950017851	TRASH-RES QRTLY FEE CO	Quart fee	276,322.26		
	Subtotal for Trash						277,448.26		
Subtotal for Fund 950 Trash							277,448.26		
Posted Invoices Total							2,538,421.59		
Un-Posted Invoices									
Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status	
Fund No. Fund Name									
101	General								
	Parks								
VEN005717	Background Investigation Bureau	API0003720	10/2/2018	101005349	Parks-Services	Parks-Services	23.90	Approval Pending	
	Subtotal for Parks						23.90		
	Public Works								
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	101013349	PW-Contractual Services	PW-Services	11,562.78	Approval Pending	
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	101013349	PW-Contractual Services	PW-Services	49,527.78	Approval Pending	
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	101013349	PW-Contractual Services	PW-Services	11,460.00	Approval Pending	
	Subtotal for Public Works						72,550.56		
Subtotal by Fund 101 General							72,574.46		
Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	640015349	Sports Campus-Services	GP-Diamond Brickman CA Ma	6,415.78	Approval Pending	
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	640015349	Sports Campus-Services	GP-Diamond Brickman CA Irri	1,599.94	Approval Pending	
VEN005403	BrightView Landscapes LLC	API0003717	10/1/2018	640015349	Sports Campus-Services	GP-Diamond Brickman CA Cl	12,445.25	Approval Pending	
	Subtotal for Grand Park						20,460.97		
Subtotal by Fund 640 Sports Campus Operating							20,460.97		

Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount	Status
Fund No.	Fund Name							
900	Stormwater							
	Stormwater							
	VEN000517	Daystar Directional Drilling	API0003719	10/2/2018	900016474	Storm-Construction Costs	Storm-Construction Costs	73,030.07 Approval Pending
	Subtotal for Stormwater						73,030.07	
Subtotal by Fund 900 Stormwater							73,030.07	
Un-Posted Invoices Total							166,065.50	

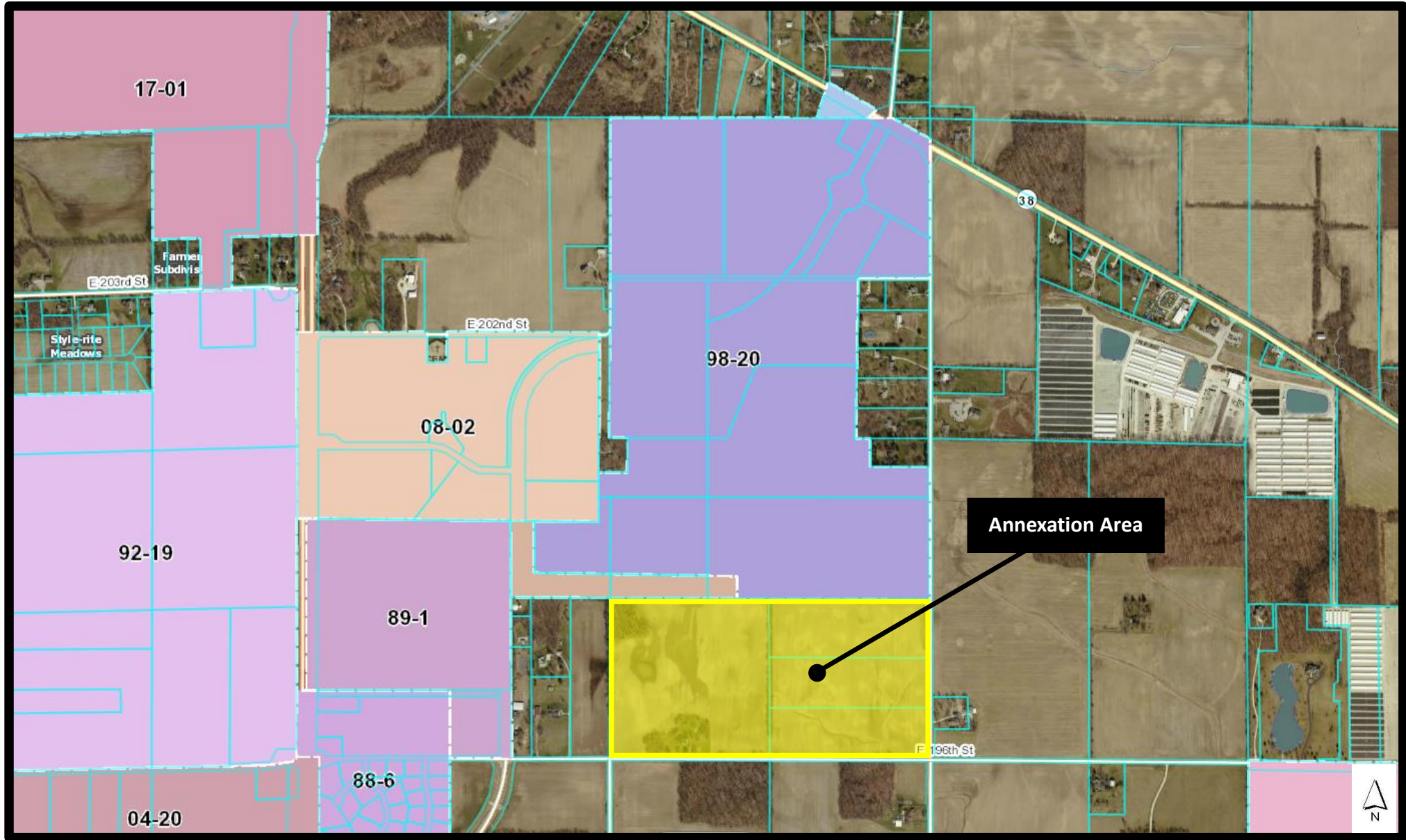
Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name						
900	Stormwater						
	Stormwater						
VEN006926	Paula and Stephen Stokes	ACP001523	9/25/2018	900016370	StormWater-Refund	Storm-Refund	12.48
	Subtotal for						12.48
Subtotal by Fund 900 Stormwater							12.48

950	Trash							
	Trash							
VEN006926	Paula and Stephen Stokes	ACP001523	9/25/2018	950017370	Trash-Refund	Trash-Refund		3.00
VEN006926	Paula and Stephen Stokes	ACP001523	9/25/2018	950017370	Trash-Refund	Trash-Refund		35.34
	Subtotal for							38.34
	Subtotal by Fund 950 Trash							38.34
	Credit Memo Total							50.82

NORTHPOINT, PHASE 1 ANNEXATION (Ord. 18-41)



NORTHPONT, PHASE 2 ANNEXATION (Ord. 18-47)



ORDINANCE 18-41

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 8, 2018, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 18-113); 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 Southeast of the intersection of State Highway 38 and Grassy Branch Road, and adjacent to the existing corporate limits along the western boundary of the Annexation Area, is hereby annexed to and declared to be a part of the City.

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

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

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2018.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 18-41** was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 18-41
this _____ day of _____, 2018.

I hereby VETO Ordinance 18-41
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

Prepared by: Kevin M. Todd, AICP, Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A
ANNEXATION AREA

Annexation Area



EXHIBIT LEGEND

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

Not To Scale

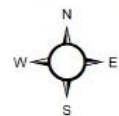


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes part of one (1) parcel of land:

Parcel No. 08-06-17-00-00-007.000

A part of the Northwest Quarter of Section 20, Township 19 North, Range 4 East, in Washington Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 20; thence South 00 degrees 00 minutes 54 seconds East (assumed bearing) 406.68 feet along the West line of said Northwest Quarter to the POINT OF BEGINNING of this description; thence North 89 degrees 59 minutes 06 seconds East 16.50 feet to the east Right-of-way line of Grassy Branch Road and the East line of the 0.072 acre property (Parcel 14A, Code 4162) owned by State of Indiana as recorded in, Inst. No. 2006-041657, dated: July 20, 2006 in said Recorders Office; thence North 29 degrees 40 minutes 08 seconds East 101.82 feet along said East line to the Southwesterly Right-of-Way line for State Road 38; thence along the lines of said Southwesterly Right-of-Way, by the next two (2) courses: (1) thence South 60 degrees 41 minutes 09 seconds East 615.03 feet; (2) South 60 degrees 52 minutes 35 seconds East 345.98 feet to the East line of the 3.040 acre property owned by Alice E. Drexler et al, as recorded in Inst. No. 2007-063319, dated: November 9, 2007 in the Office of the Recorder, Hamilton County, Indiana; thence South 00 degrees 34 minutes 59 seconds West 1,306.76 feet to the East prolongation of the North line of the 9.15 acre property owned by The First Baptist Church of Westfield, Inc., as recorded in Inst. No. 2005-068167, dated: October 17, 2005 in said Recorders Office; thence North 88 degrees 51 minutes 00 seconds West 289.89 feet along the East prolongation of said North line, the North line and the West prolongation of said North line to the North prolongation of the East line of the three (3) acre property owned by William R. Stubbs as recorded in, Inst. No. 2003-028318, dated: March 24, 2003 in said Recorders Office; thence South 00 degrees 00 minutes 36 seconds East 0.75 feet along said North prolongation of the East line to the North line of said three (3) acre property; thence North 88 degrees 50 minutes 42 seconds West 240.38 feet along said North line to the South line of said 3.040 acre property; thence North 88 degrees 37 minutes 02 seconds West 361.62 feet along said South line to the West line of said Northwest Quarter; thence North 00 degrees 00 minutes 54 seconds West 1,669.09 feet to the Place of Beginning, containing 31.920 acres, more or less.

ALSO INCLUDING:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code § 36-4-3-2.5, including the relevant portions of State Highway 38 (a/k/a Sheridan Road) and Grassy Branch Road.

ORDINANCE 18-47

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 8, 2018, as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 18-114); 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 Northwest of the intersection of 191st Street and Grassy Branch 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.

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 _____, 2018.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 18-47** was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 18-47
this _____ day of _____, 2018.

I hereby VETO Ordinance 18-47
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

Prepared by: Kevin M. Todd, AICP, Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A
ANNEXATION AREA

Annexation Area

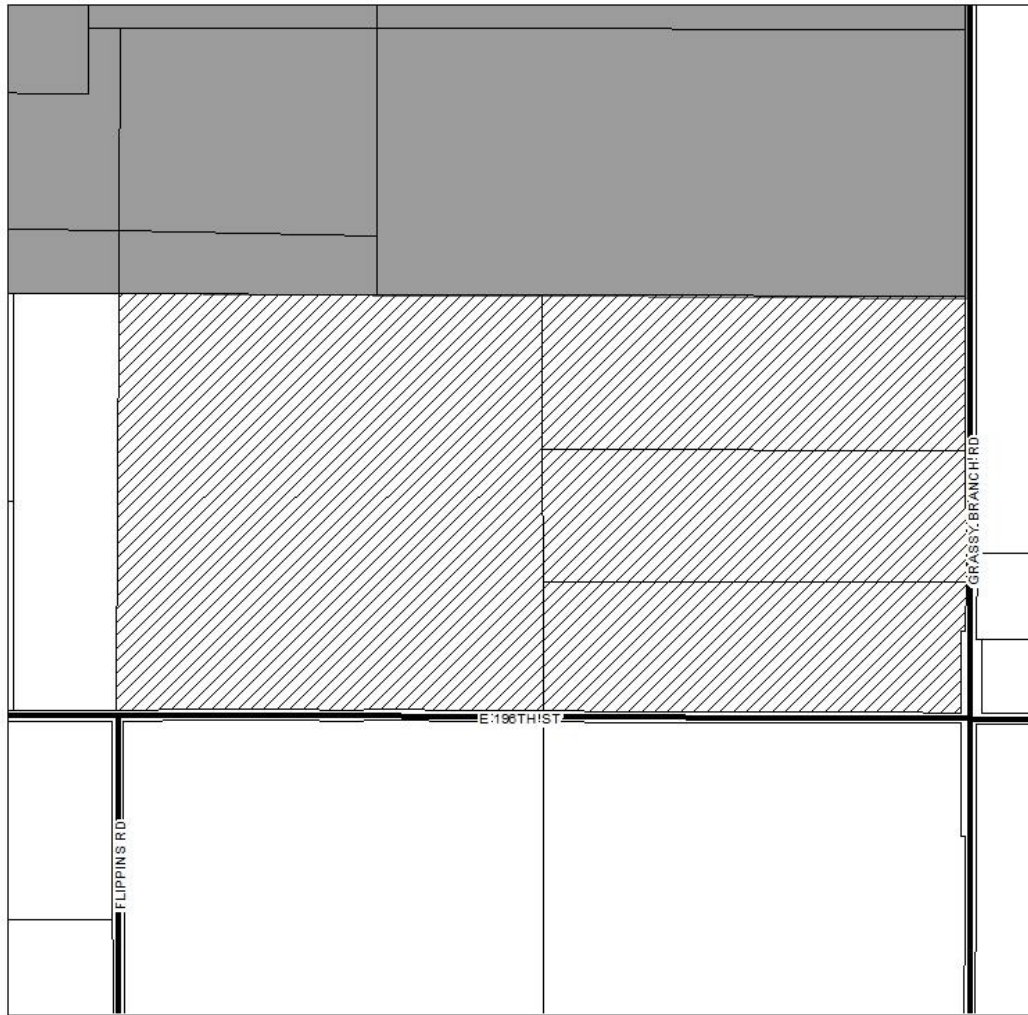


EXHIBIT LEGEND

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

Not To Scale

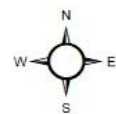


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes four (4) parcels of land:

**Parcel Nos. 008-06-19-00-00-006.000; 08-06-19-00-00-007.000; 08-06-19-00-00-008.000; and
 08-06-19-00-00-009.000**

The South Half of the Southeast Quarter of Section 19, Township 19 North, Rang 4 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 19; thence North 89 degrees 48 minutes 08 seconds West (assumed bearing) 2,671.48 feet along the South line of said Southeast Quarter to the Southwest corner thereof; thence North 00 degrees 01 minutes 23 seconds East 1,338.82 feet along the West line of said Southeast Quarter to the Northwest corner of said South Half; thence South 89 degrees 48 minutes 08 seconds East 2,671.17 feet along the North line of said South Half to the Northeast corner of said South Half; thence South 00 degrees 00 minutes 35 seconds East 1,338.82 feet along the East line of said Southeast Quarter to the place of beginning, containing 82.102 acres, more or less.

ALSO INCLUDING:

In addition to the aforementioned, the annexed area shall include those public highways and rights-of-way of public highways required to be annexed by Indiana Code § 36-4-3-2.5, including the relevant portions of 196th Street and Grassy Branch Road.

2019 BUDGET

*Enhancing quality of life through
exceptional service, integrity and commitment*

CITY TAX
RATE=
FLAT

City tax rate
will stay
0.7955
for 2019

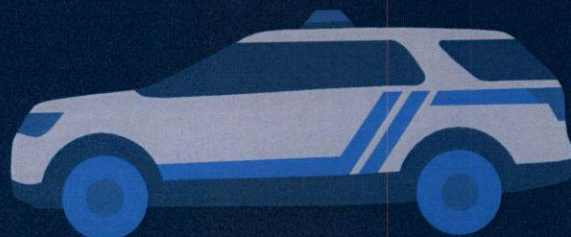
ASSESSED VALUE TREND



ENHANCE PUBLIC SAFETY



2 NEW POLICE OFFICERS & 1 DOG FOR SCHOOLS



3 NEW POLICE PATROL OFFICERS
(budgeted at half a year each)



FIRE LEADERSHIP PROGRAM

WHAT WILL THE CITY BUDGET MEAN TO HOMEOWNERS IN 2019?

\$200,000 home value
\$2,000 tax bill
(not including voter-approved referendums)
City collects \$650



CITY TAX \$ SUPPORTS:

- 25,000 POLICE DISPATCHES
- FIRE DEPT. TOP 3% IN COUNTRY
- GRAND PARK: FAVORITE OUTDOOR VENUE
- 110+ MILES OF TRAILS
- 223 MILES OF ROAD



OpenGov Financial Transparency Portal
westfieldin.opengov.com/transparency

**Gateway Local
Unit Transparency Portal**
www.gateway.ifionline.org

Citizen's Guide to Property Tax
www.in.gov/dlgf/2516.htm

Tax Bill 101 - DLGF
www.in.gov/dlgf/8527.htm

City of Westfield
www.westfield.in.gov

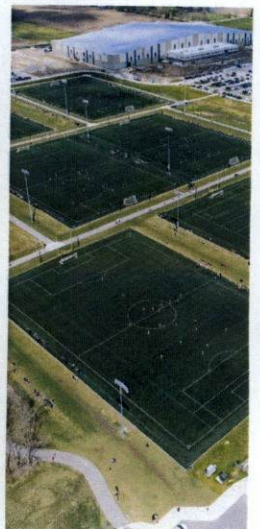


2019 Budget Introduction

September 24, 2018



ENHANCING QUALITY OF LIFE





OFFICIAL HOME OF INDIANAPOLIS COLTS TRAINING CAMP



**GRAND
PARK**
SPORTS CAMPUS

**FAVORITE
OUTDOOR VENUE**

-Sports Destination Management 2018

\$700M IN ECONOMIC
DEVELOPMENT
SINCE CAMPUS OPENING



ONE OF THE
TOP SCHOOL
DISTRICTS
IN COUNTRY



TOP 3%
OF DEPTS.
IN COUNTRY

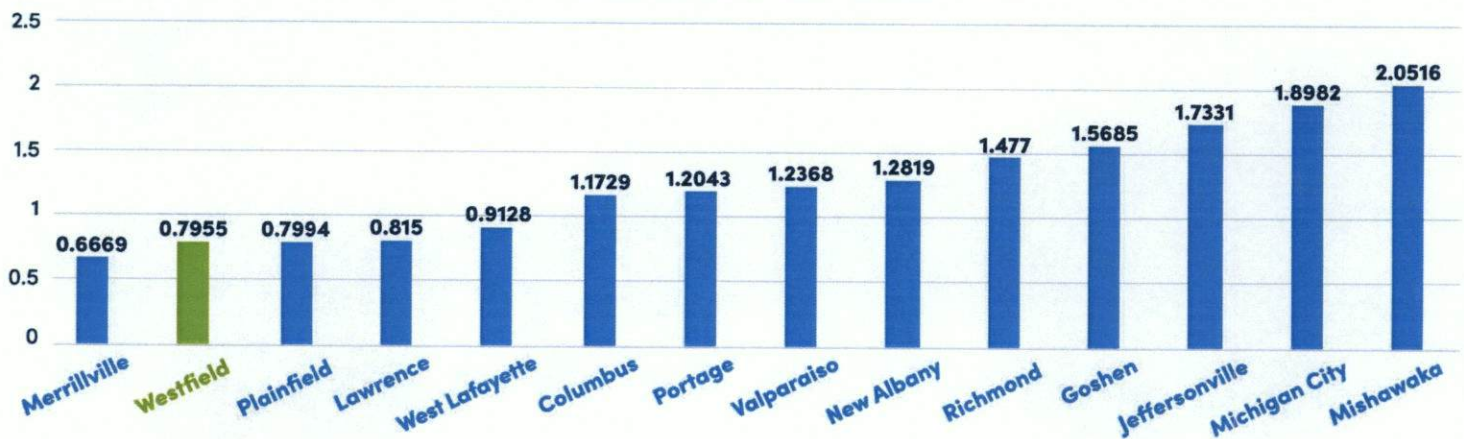
ONE OF INDIANA'S **SAFEST CITIES**

**ENHANCING QUALITY
OF LIFE THROUGH
EXCEPTIONAL SERVICE,
INTEGRITY & COMMITMENT**

CITY TAX
RATE=
FLAT

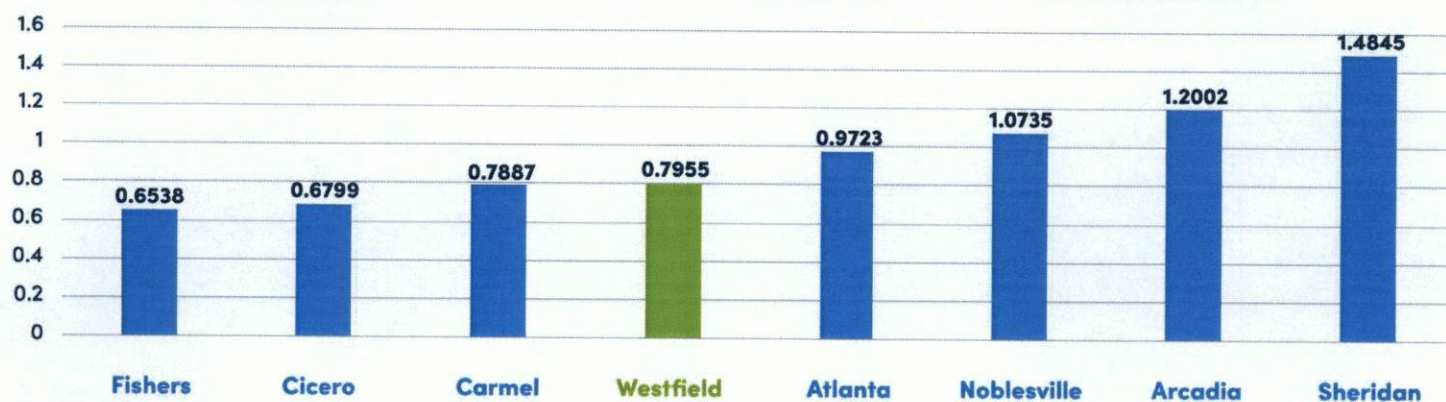
**SUSTAINABLE
BUDGET**

TAX RATE COMPARISON



30,000-50,000 population Indiana towns and cities

HAMILTON COUNTY TAX RATE COMPARISON

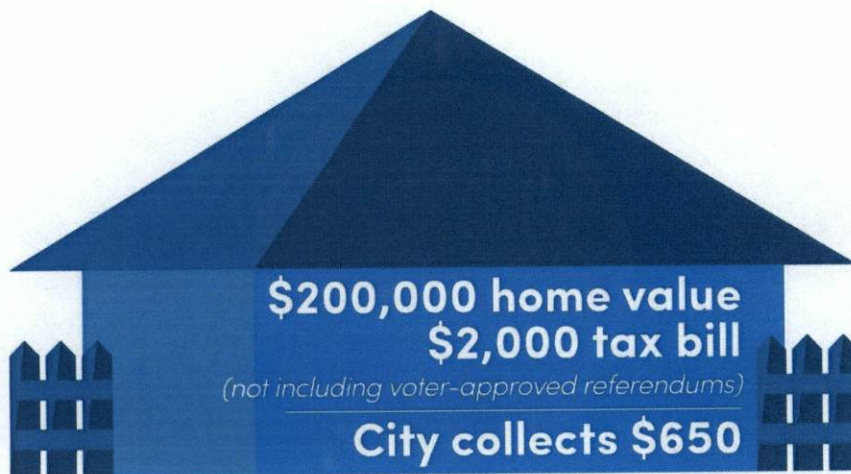


2019 BUDGET

2019 BUDGET TIMELINE

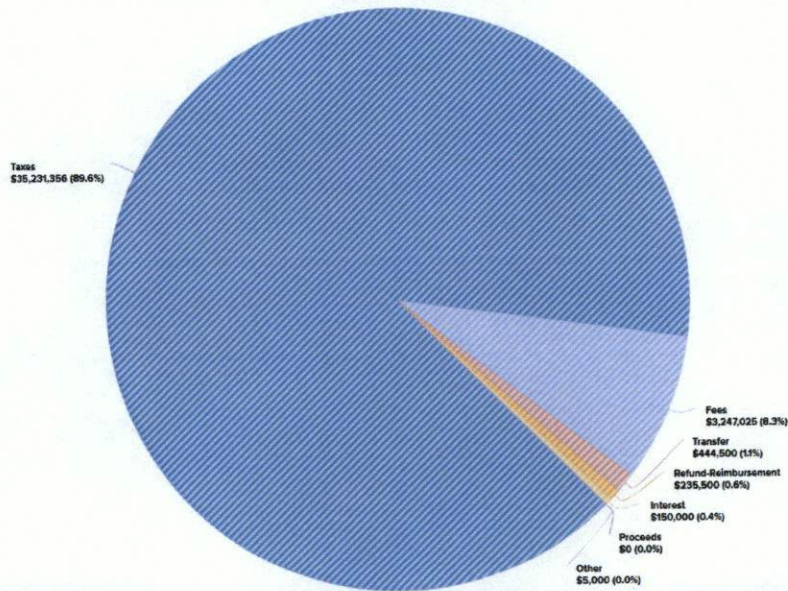


WHAT WILL THE CITY BUDGET MEAN TO HOMEOWNERS IN 2019?



OPENGOV westfieldin.opengov.com/transparency

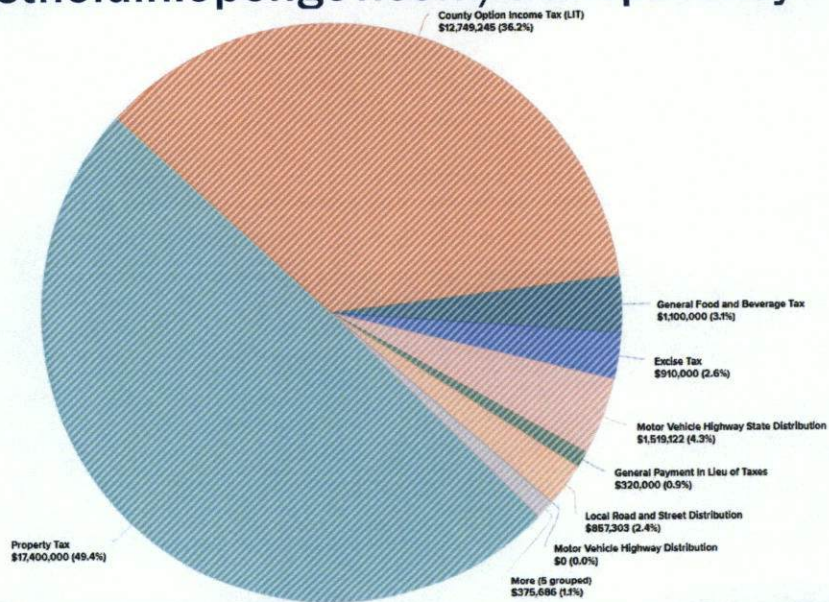
- General
- Fire
- MVH
- CCD
- Debt Service
- Rainy Day
- CCI
- LRS



Revenue:
\$39 Million

Expenses:
\$39 Million

OPENGOV westfieldin.opengov.com/transparency



Tax Types

BUDGET SUPPORTS OUR VISION

Public Safety

Economic Development

Grand Park

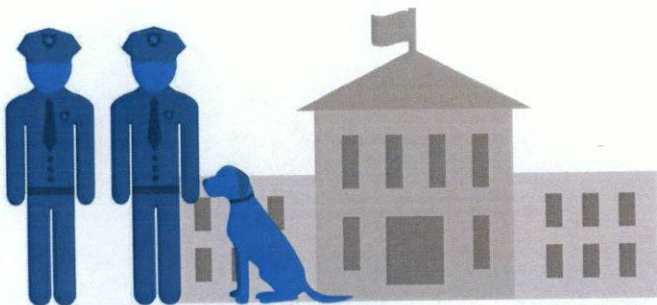
Grand Junction

Talent Attraction and Retention



\$3 Million

PUBLIC SAFETY



2 NEW POLICE OFFICERS & 1 DOG FOR SCHOOLS



3 NEW POLICE PATROL OFFICERS

(budgeted at half a year each)



FIRE LEADERSHIP PROGRAM

ECONOMIC DEVELOPMENT



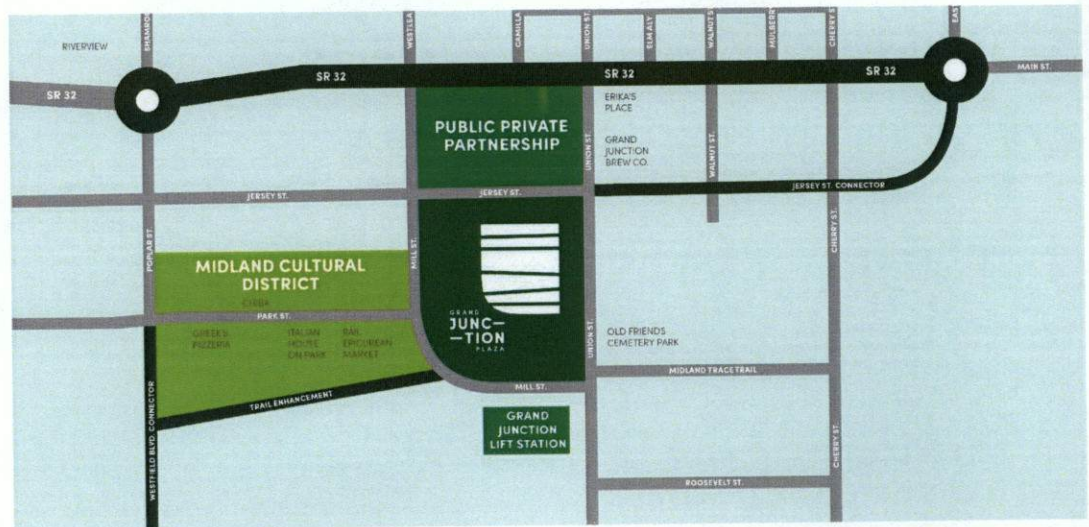
GRAND PARK

GRAND PARK

SPORTS CAMPUS

GRAND JUNCTION

Jersey Street Commons



TALENT ATTRACTION AND RETENTION



2019 BUDGET TIMELINE



QUESTIONS?

OpenGov Financial Transparency Portal
westfieldin.opengov.com/transparency

Gateway Local Unit Transparency Portal
www.gateway.ifionline.org

Citizen's Guide to Property Tax
www.in.gov/dlgf/2516.htm

Tax Bill 101 - DLGF
www.in.gov/dlgf/8527.htm

City of Westfield
www.westfield.in.gov



CITY OF

Westfield
INDIANA

WESTFIELD.IN.GOV

ORDINANCE NO. 18-43

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE CITY FOR THE PURPOSE OF PROCURING FUNDS TO PAY FOR (I) CERTAIN AGREEMENTS TO PURCHASE OR LEASE PURCHASE CERTAIN PROPERTY INCLUDING BUT NOT LIMITED TO VEHICLES AND OTHER EQUIPMENT AND (II) CERTAIN ROAD PROJECT EXPENSES, TOGETHER WITH THE INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS THEREFOR

WHEREAS, the City of Westfield, Indiana (the “City”), is authorized by Indiana Code 36-4-6 and all laws amendatory thereof and supplemental thereto to issue bonds to procure moneys to be used in the exercise of the powers of the City;

WHEREAS, the City intends (i) to enter or has entered into certain agreements to purchase or lease purchase certain property including but not limited to vehicles and other equipment and (ii) to pay for certain road project expenses (collectively, the “Project”);

WHEREAS, this Council now determines that it is necessary and a proper exercise of the powers of the City to provide funds for the cost of the Project;

WHEREAS, this Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds, which may be issued as a multiple series of bonds, to finance the Project will be in an amount not to exceed Three Million Dollars (\$3,000,000);

WHEREAS, this Council finds that it is necessary to authorize the issuance of bonds for the purpose of providing funds to be applied to the Project, and that the bonds in such amount should now be authorized;

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

Section 1. Determination to Proceed; Authorization and Details of Bonds.

(a) The City shall proceed to undertake the Project and such undertaking is hereby confirmed.

(b) In order to procure funds with which to pay the costs of the Project and the costs of issuance of the bonds on account of the Project, the Clerk-Treasurer is authorized and directed to have prepared and to issue and sell the bonds of the City, to be designated as (i) “General Obligation Bonds, Series 201__ (with such further series or other designation as determined to be necessary, desirable or appropriate, including such series designation to indicate the year in

which the bonds are issued)” in the aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) (the “Bonds”).

(c) The Bonds shall be sold at a price of not less than 99.00% of the par value thereof, and each issued in fully registered form in denominations of (i) \$5,000 or any integral multiple thereof or (ii) \$100,000 and any \$5,000 integral multiple in excess thereof, numbered consecutively from R-1 upward, dated as of the issue date and shall bear interest at a rate or rates estimated not to exceed five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2019, or as otherwise determined appropriate by the Municipal Advisor to the City. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 1 and July 1 of each year with a final maturity no later than January 1, 2026 and in such amounts as determined by the Clerk-Treasurer. Following the sale of the Bonds, the City is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

All or a portion of each of the Bonds may be issued as one or more term bonds. Upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined by this Council.

(d) This Council and the Clerk-Treasurer are authorized and directed to appoint as Registrar and Paying Agent a designee of this Council, the Clerk-Treasurer or a qualified banking institution (the “Registrar” or “Paying Agent”) for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. This Council and the Clerk-Treasurer are hereby authorized to enter into such agreements or understandings with such bank, if a bank is so designated, as will enable the bank to perform the services required of a Registrar and Paying Agent. This Council and the Clerk-Treasurer are further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the City and the successful bidder for the Bonds, the Clerk-Treasurer may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal office or corporate trust office of the Paying Agent. Interest on each of the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the last day of the month immediately preceding the interest payment date (the “Record Date”), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the

payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the office or corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) Bonds shall bear an original date which shall be their issue date, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full.

(h) Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk-Treasurer. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) If the City upon advice of the City Municipal Advisor determines that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York (the "Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system (the "Book Entry System"), the Bonds may be initially issued in the form of a single authenticated fully registered Bond for the aggregate principal amount of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be

registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

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

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

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

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

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

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Redemption of Bonds. The Bonds may at the option of the City, with such determination being made at the time of sale of the Bonds, be subject to optional redemption prior to maturity on a date to be determined by the City, or as otherwise determined necessary by the City upon the advice of the City Municipal Advisor, at the price of par plus accrued interest to the date of redemption.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds

which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each minimum authorized denomination shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

Section 3. Sale of Bonds. (a) The Clerk-Treasurer shall cause to be published either (i) a notice of such sale in the authorized newspaper(s) published in the city, two (2) times, at least one week apart, with the first publication being made at least fifteen (15) days before the date of the sale and the second publication being made at least three days before the date of the sale or (ii) a notice of intent to sell bonds in the authorized newspaper(s) and the *Court & Commercial Record*, all in accordance with Indiana Code 5-1-11, as amended, and Indiana Code 5-3-1, as amended. The notice shall state the character, the amount and the authorized denominations of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the City shall deem advisable. The method

of bid submission may be determined by the City upon the guidance by its Municipal Advisor and shall be set forth in the sale notice including electronic bids submitted through Parity. Any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that the purchaser is required to submit to the City a good faith deposit in the form of a certified or cashier's check (or wire transfer such amount as instructed by the City) not later than a time determined by the Municipal Advisor on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then such good faith deposit and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than the applicable minimum percentage of the par value of the Bonds set forth in Section 1 of this Ordinance will be considered. The opinion of Bond Counsel approving the legality of the Bonds will be furnished to the purchaser at the expense of the City.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion as to the validity of the Bonds from Krieg DeVault LLP, bond counsel, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the City's Attorney, the services of this Council's Attorney and the services of the City's Municipal Advisor, Financial Solutions Group, Inc., shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the Bonds, if necessary, prepared by the City's Municipal Advisor, on behalf of the City, is hereby authorized and approved and the Clerk-Treasurer or Common Council are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Clerk-Treasurer is hereby authorized to designate the Official Statement as nearly final for purposes of Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission.

(c) If the City's Municipal Advisor certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy for the Bonds, the City hereby authorizes and directs this Council and the Clerk-Treasurer to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 4. Preparation of Bonds. The Clerk-Treasurer is hereby authorized and directed to have each of the Bonds prepared, and the Council and the Clerk-Treasurer are hereby authorized and directed to execute the Bonds in the form and manner provided in this ordinance.

Section 5. Form of the Bonds. The forms and tenor of the Bonds shall be substantially, as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA
STATE OF INDIANA
CITY OF WESTFIELD, INDIANA

No. R- _____ \$ _____

GENERAL OBLIGATION BONDS, SERIES 201__

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication</u> <u>Date</u>	CUSIP
---------------------------	----------------------	----------------------	--------------------------------------	-------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Westfield, Indiana (the “City”), for value received, hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the City’s obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before June 15, 2019, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 1 and July 1 of each year, commencing July 1, 2019. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

The principal on this Bond is payable in lawful money of the United States of America upon presentation of this Bond at the principal office or corporate trust office of _____ as Registrar and Paying Agent (the “Registrar” or “Paying Agent”), in the City of _____, Indiana, or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance defined below. Interest on this Bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

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

THIS BOND IS PAYABLE OUT OF PROPERTY TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS TO BE LEVIED, COLLECTED, APPROPRIATED AND APPLIED FOR THAT PURPOSE AS SET FORTH IN INDIANA CODE 6-1.1-18.5-8.

This Bond is one of an authorized issue of bonds of the City with an aggregate principal amount of \$ _____ (the "Bonds"), designated as "General Obligation Bonds, Series 201__." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Common Council of the City of Westfield, Indiana (the "Common Council"), on October 22, 2018 (the "Bond Ordinance") and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, Indiana Code 5-1-14 and Indiana Code 36-4-6 (collectively the "Act"), for the purpose of providing funds to be applied on the Costs of the Project (as defined in the Bond Ordinance), to fund capitalized interest, and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the "Bonds."

Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the City, and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Ordinance are on file at the principal office of the Registrar. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE.

[The Bonds maturing on or after _____, 20__ are subject to optional redemption prior to maturity on any date on or after _____, 20__, with thirty (30) days notice, at a redemption price equal to the principal amount plus accrued interest to the date of redemption.]

[The Bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount plus accrued interest to the date of redemption on the dates and in the amounts set forth as follows:]

[Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City and the Registrar at least thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be the principal office or corporate trust office of the Registrar and Paying Agent, unless the City selects another place. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the

redemption date. Each minimum authorized denomination shall be considered a separate bond for purposes of mandatory redemption.]

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, therefor. The City and the Registrar for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon. The Registrar shall not be required to register, transfer or exchange any Bond after the fifteenth day of the month immediately preceding an interest payment date on the Bonds until such interest payment date. The Registrar will not be required to (i) register, transfer or exchange any Bond during the period fifteen days next preceding mailing of a notice of redemption on any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

The Bonds are issuable only in fully registered form in the denomination of [\$5,000 principal amount or any integral multiple thereof] [\$100,000 principal amount and any \$5,000 integral multiple in excess thereof] not exceeding the aggregate principal amount of the Bonds maturing in such year.

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

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

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

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Bond to be executed by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the Clerk-Treasurer of the City, who has caused the seal of the City to be impressed or a facsimile to be printed on this Bond.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar
Authorized Representative

(end of bond form)

Section 6. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of taxes to be levied upon all property in the City.

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The City of Westfield General Obligation Bonds, Series 2018 Bond Fund is created hereby (the “Bond Fund”). The Clerk-Treasurer is hereby authorized and directed to deposit the balance of the proceeds of the applicable Bonds in a separate fund (the “Acquisition Fund”), and to designate the Acquisition Fund for the applicable Project, to pay for: (1) the cost of the respective Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the designated Acquisition Fund for each of the Project may not be used for any other purpose. The Acquisition Fund shall, in accordance with Indiana Code 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with Indiana Code 5-1-13, either be paid into and become a part of the City’s Bond Fund for the Bonds, or, at the direction of the City, with approval by the Common Council, be used by the City to pay debt service on any other outstanding obligations of the City.

Section 8. Tax Pledge. The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The City covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning July 1, 2019, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

Section 9. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, “Code”) and as an inducement to purchasers of the Bonds, this Council represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person’s or entity’s use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-

13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

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

(c) The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

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

(e) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(f) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(g) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(h) *[Reserved]*.

(i) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 10. Continuing Disclosure. The Clerk-Treasurer is hereby authorized and directed, if necessary, to complete, execute and attest on behalf of the City a Continuing

Disclosure Agreement (the “Agreement”) that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

Section 11. Debt Limit Not Exceeded. The City represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the City at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the City’s indebtedness.

Section 12. Declaration of Official Intent to Reimburse. The City intends that this Ordinance constitute a declaration of official intent pursuant to Treas. Reg. §1.150-2 to reimburse itself or be reimbursed for all, or part of, the costs of the Project from the proceeds of tax-exempt obligations.

Section 13. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section; paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 14. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 15. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 16. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS 22ND DAY OF OCTOBER, 2018, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Steven Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Mark Keen	_____ Mark Keen	_____ Mark Keen
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 18-43 was delivered to the Mayor of Westfield on the _____ day of _____, 2018, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 18-43
this _____ day of _____, 2018
at ____:____ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 18-43
this _____ day of _____, 2018
at ____:____ __.m.

J. Andrew Cook, Mayor

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

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

ORDINANCE NO. 18-46

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF
WESTFIELD, INDIANA, APPROPRIATING THE PROCEEDS OF THE
CITY OF WESTFIELD, INDIANA GENERAL OBLIGATION BONDS,
SERIES 2018 AND ANY INVESTMENT EARNINGS THEREON**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “City”), has determined to undertake certain projects including but not limited to paying for (i) purchase or lease purchase certain property including but not limited to vehicles and other equipment and (ii) certain road project expenses (collectively, the “Project”), all as described in an ordinance adopted by the Common Council of the City (the “Council”) prior in time to the adoption of this ordinance on October 22, 2018; and

WHEREAS, the Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of its City of Westfield, Indiana General Obligation Bonds, Series 2018 (the “Bonds”) to finance the Project, will be in an amount not to exceed Three Million Dollars (\$3,000,000); and

WHEREAS, the Council has determined to issue the Bonds to fund the costs of the Project in an original aggregate principal amount not to exceed Three Million Dollars (\$3,000,000); and

WHEREAS, there has been published a notice of a public hearing on the appropriation of the proceeds of the Bonds and any investment earnings thereon to be held on this date; the hearing has been held and the Council has considered the evidence presented at the hearing;

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

Section 1. The Council finds that all proceedings required before appropriation of the proceeds of the Bonds and any investment earnings thereon have been accomplished and completed.

Section 2. For the purpose of paying the costs of the Project, and incidental expenses necessary to be incurred with the Project and the Bonds, an amount not to exceed Three Million Dollars (\$3,000,000) and any investment earnings thereon and premium, if any, shall be appropriated from the proceeds of the Bonds.

Section 3. The Clerk-Treasurer is directed to submit and certify this ordinance and the related proceedings to the Department of Local Government Finance in accordance with Indiana Code 6-1.1-18-5.

Section 4. This ordinance shall be in full force and effect from and after its passage.

ADOPTED AND PASSED THIS 22ND DAY OF OCTOBER, 2018, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Steven Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Mark Keen	_____ Mark Keen	_____ Mark Keen
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 18-46 was delivered to the Mayor of Westfield on the ____ day of _____, 2018, at __:__.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 18-46

this ____ day of _____, 2018

at __:__.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 18-46

this ____ day of _____, 2018

at __:__.m.

J. Andrew Cook, Mayor

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

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



CHARLES D. FRANKENBERGER
JAMES E. SHINAVER
LAWRENCE J. KEMPER *
JOHN B. FLATT
FREDRIC LAWRENCE
BRIAN K. TEKULVE
VALERIE L. MATHEIS**
JANE B. MERRILL – Of Counsel

JON C. DOBOSIEWICZ
MATT PLEASANT, AICP
Land Use Professionals

*Also licensed in Kentucky
**Also licensed in Illinois

Exhibit “D”

Bordeaux Walk Project Explanation

Beazer Homes Indiana, LLP (“Beazer Homes”) is the applicant of a parcel of real estate that is located at generally 16707 Ditch Road and is identified as parcel 08-09-03-00-00-022.000 (the “Real Estate”) and consists of approximately 33 acres. The current zoning applied to the Real Estate is SF-2: Single-Family Low Density District and is leased as farmland.

In addition to the filing of this Rezone Application (“Rezone Request”), Beazer Homes will also be filing an application before the City of Westfield Advisory Plan Commission seeking approval of a new subdivision named “Bordeaux Walk” (“Plat Request”). If the Rezone Request and the Plat Request are approved, it would allow for the creation of a 72 lot subdivision with an underlying zoning district of SF-4: Single-Family High Density District as shown on the Concept Plan that is included as Exhibit B of the proposed Bordeaux Walk PUD.

The homes proposed in Bordeaux Walk will be maximum 1 and ½ story homes ranging in the price range in the low \$300s to mid \$400s and an estimated average sales price in the high \$300s; concepts included in Exhibit C of the proposed PUD. Beazer Homes expects to market towards an empty-nesters community that will be able to frequent the future City park known as “Osborne Park.” The Bordeaux Walk PUD also requires specific development and architectural standards, as well as character home imagery examples depicting the intended home architecture for Bordeaux Walk. Further, the Bordeaux Walk PUD requires a minimum of 23% open space and amenities that include trails both internal and external that lead to the future Osborne Park, benches, and green space.

Exhibit A

SR 32 from Poplar to East Estimate

SR 32									
PE									
Design	R/W Engineering	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisals, Buying, Etc...
		Shuck	Urban	Residential	0.34	\$750,000	\$120,000	\$15,000	\$7,500
		Speedway	Urban	Commercial	0.41	\$350,000	\$130,000	\$100,000	\$9,000
		Wolfe	Urban	Commercial	0.12	\$350,000	\$340,000	\$0	\$0
		Broken Bone	Urban	Commercial	0.06	\$350,000	\$0	\$0	\$0
		H&N Realty	Urban	Commercial	0.37	\$350,000	\$38,000	\$15,000	\$0
		Wells	Urban	Commercial	0.39	\$350,000	\$85,000	\$40,000	\$0
		Wells	Urban	Commercial	0.18	\$350,000	\$115,000	\$50,000	\$0
		Bradley	Urban	Commercial	0.07	\$350,000	\$85,000	\$50,000	\$0
		M&I	Urban	Commercial	0.01	\$350,000	\$0	\$0	\$0
		M&I	Urban	Commercial	0.21	\$350,000	\$115,000	\$100,000	\$0
		M&I	Urban	Commercial	0.08	\$350,000	\$0	\$0	\$0
		Brokens	Urban	Commercial	0.04	\$350,000	\$105,000	\$75,000	\$0
		Steez	Urban	Commercial	0.29	\$350,000	\$215,000	\$75,000	\$0
		Dantist	Urban	Commercial	0.01	\$350,000	\$0	\$0	\$0
		Wilson	Urban	Commercial	0.26	\$350,000	\$140,000	\$75,000	\$0
		Krohn	Urban	Commercial	0.21	\$350,000	\$295,000	\$100,000	\$0
		Absolute	Urban	Commercial	0.00	\$350,000	\$0	\$0	\$0
		Absolute	Urban	Residential	0.00	\$250,000	\$0	\$0	\$0
		Explozo	Urban	Residential	0.32	\$250,000	\$55,000	\$15,000	\$0
		Hunt	Urban	Residential	3.27	\$250,000	\$0	\$0	\$0
		Gulmer	Urban	Residential	0.30	\$250,000	\$75,000	\$15,000	\$0
		Simpton	Urban	Residential	0.19	\$250,000	\$0	\$0	\$0
		Smith	Urban	Residential	0.11	\$250,000	\$65,000	\$15,000	\$0
		Smith	Urban	Residential	0.30	\$250,000	\$65,000	\$15,000	\$0
		Rector	Urban	Residential	0.05	\$250,000	\$0	\$0	\$0
Sub Totals	\$	1,450,000							\$5,150,000
Jersey Street Extension (req'd. to limit access along SR 32 from Union to East)									
PE									
Design	R/W Engineering	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisals, Buying, Etc...
		140 S Cherry	Urban	Residential	0.72	\$250,000	\$130,000	\$20,000	\$7,500
		Mockler	Urban	Residential	0.20	\$250,000	\$0	\$0	\$0
		Roberts	Urban	Residential	0.03	\$250,000	\$0	\$0	\$0
		Roberts	Urban	Residential	0.29	\$250,000	\$170,000	\$30,000	\$0
		Wheeler	Urban	Residential	0.30	\$250,000	\$100,000	\$50,000	\$0
		Beachnapp	Urban	Commercial	0.35	\$300,000	\$100,000	\$40,000	\$0
Sub Totals	\$	250,000							\$1,195,500
Pedestrian Bridge over SR 32									
PE									
Design	R/W Engineering	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisals, Buying, Etc...
		H&N Realty	Urban	Commercial	0.25	\$350,000	\$0	\$0	\$7,500
		Helfern	Urban	Commercial	0.50	\$350,000	\$150,000	\$80,000	\$7,500
Sub Totals	\$	450,000							\$95,000
Totals	\$	2,150,000							\$412,500
Grand Total	\$	22,853,000							\$4,000,000

Exhibit B



EXHIBIT C

General Responsibilities:

City of Westfield

- Follow standard LPA federal-aid process except where otherwise noted in this agreement
- Responsible for all PE work, including but not limited to,
 - Survey
 - Environmental Services
 - Roadway Design
 - Permitting
 - Bidding and CN phase services
 - Geotechnical Services
 - Pavement Design (no alternate bid required)
 - Utility Coordination
 - Right-of-Way Engineering
 - Subsurface Utility Engineering (SUE)
- Consultant selection needs to follow federal-aid procedures to allow PE expenses to count as match credits for INDOT CN funding.
- INDOT and Westfield will have equal representation on consultant selection team.
- City of Westfield is the lead agency and responsible for overall project management, with support from the hired consultant.
 - The following schedule milestones are agreed upon by both parties at the time of project initiation. Any changes to the schedule included herein shall require INDOT and Westfield's review and approval.

INDOT-LPA Contract Executed	10/1/2018
Consultant Selection / PE NTP	11/1/2018
Survey	4/1/2019
Stage 1	8/1/2019
PFC	9/1/2019
Stage 2	4/1/2020
EA Submitted	5/1/2020

EXHIBIT C

EA Released for Public Involvement	8/1/2020
Public Hearing	10/1/2020
FONSI	2/1/2021
RW Services Begin / RW NTP	2/15/2021
FFC	5/15/2022
R/W Clear	7/15/2022
Stage 3	7/15/2022
Final Tracings	8/29/2022
RFC	9/28/2022
Letting	12/7/2022
Final Acceptance	6/30/2024

- Design submittal
process will follow formal INDOT design manual for INDOT projects (IDM 14-2.01) and the following additional items;
 - Formal Stage 1, 2 and 3 submittals with in-person meetings with design reviewers within 2 weeks after the submittal has been made.
 - Over-the-shoulder meetings with design reviewers estimated monthly, but ultimately at INDOT's request.
 - Pavement design will be submitted for review and approval by INDOT. INDOT will commit to a 60 day turnaround time from initial submittal to formal approval.
 - Include INDOT on all project development meetings.
 - INDOT will be the sole decision maker on any items that are related to or could impact the quality and function of SR32.
 - Stakeholder meetings should be held quarterly with agendas and project risk assessments provided at least two weeks in advance.
- Westfield will manage and fund all items related to the public outreach. This will include, but not limited to, the project website, public information meetings outside of the environmental document process, and other media items.

INDOT

- Responsible for RW Acquisition Services and Purchasing.
 - If necessary, condemnations will take place in Hamilton County.
- INDOT will participate in the Public Hearing and provide certification as typical for LPA federal-aid projects.
- Responsible for CE services for the SR 32 project.
 - INDOT will use in-house staff for inspection services for the entire construction contract.

EXHIBIT C

- Will allow Westfield to have someone on site under INDOT direction.
- If at any time during the duration of the project, INDOT feels that the project will be delayed and the integrity of the roadway is a concern, INDOT has the ability to take back ownership of the project.
- INDOT will have the final say on any design element on or impacting SR 32.

Financial Responsibilities:

- Estimated total project cost for SR 32 work is \$15M
- INDOT and Westfield agree to split the cost 50/50, with INDOT committing \$7.5M and the City of Westfield committing \$7.5M.
- INDOT's commit to this project is capped at \$7.5M and may be used on any phase, though funding will not become available until FY21.
- Westfield is committing \$7.5M, plus any overages.
- INDOT will share in the cost of overages if a change order during the construction is at the request of INDOT.
- INDOT wishes to maintain maximum flexibility with providing \$7.5M, therefore Westfield is required to maintain federal eligibility during project development. 80% of local expenses towards this project will count towards federal match credits. In order to be eligible for federal match credits, all costs must be approved in the federal system prior to NTP.
 - Invoices should be submitted to the INDOT PM for review prior to payment and quarterly once payment is made for tracking.
- It is understood that the City of Westfield desires to include additional work in this contract (i.e. Jersey Street Extension and Pedestrian Bridge over SR 32). This work may be included in the same construction contract, but it is understood that this is on top of the planned \$15M project cost and is solely at the City of Westfield's expense and is not eligible for match credits. [Westfield to provide exhibit showing boundary of SR 32 and Jersey Street]
- If at any point it is determined to be necessary and appropriate for a SR 32 closure at any time during this project, the City of Westfield will not be entitled to additional compensation over the \$7.5M, committed by INDOT, for any damage to local roadways used as an unofficial detour route.
- In the event not all R/W costs have been realized prior to construction due to condemnation proceedings and INDOT has paid out more than the \$7.5M commitment, the City of Westfield will be invoiced for any costs INDOT incurred over \$7.5M.

EXHIBIT C

- Approximately one year post construction when all costs for this project have been realized, 12/31/25 at the latest, Westfield and INDOT will jointly go over project expenses and balance the financial contributions from each party, per the agreement. Any funding owed to the other party per the terms of this agreement would be paid within 90 days of receiving an invoice.

Maintenance Responsibilities:

- The City of Westfield will provide pavement maintenance on SR 32 within the project limits prior to construction, limited to crack sealing, pothole repair, and pavement marking maintenance.
- During construction, the Contractor will be required to maintain the traveled roadway in accordance with the approved Maintenance of Traffic plan.
- The City of Westfield will maintain the pavement for 3 years after INDOT's final acceptance of the project through means of a construction maintenance bond through the SR 32 construction project or services provided directly from Westfield.
 - There will be a future Joint Use Maintenance Agreement addressing the future maintenance responsibilities of each party upon final acceptance of the project.

ORDINANCE 18-48

ORDINANCE FOR ADDITIONAL APPROPRIATION

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

WHEREAS, it is the duty and the responsibility of the Council to maintain fiscal integrity of the finances of the City; and,

WHEREAS, at times it becomes necessary to appropriate additional funds within the approved budget as contemplated and authorized under I.C. 36-4-7-8 to maintain that fiscal integrity.

NOW, THEREFORE, BE IT ORDAINED by the Westfield City Council meeting in session as follows:

Section 1. That for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

Fund Name: General Fund 101

Major Budget Classification:	Amount Requested:	Amount Approved By Fiscal Body:
<u>10000 Personal Services</u>	<u>\$175,000</u>	
TOTAL General Fund 101 (DLGF 0101)	\$175,000	

Section 2. Said funds shall only be disbursed pursuant to the procedures and policies outlines by Statutes of Indiana, the Ordinances of the City of Westfield and the Indiana Department of Local Government Finance.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All Ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed invalid shall not operate to invalidate the remaining portions.

ALL OF WHICH IS ORDAINED THIS _____ DAY OF _____ 2018.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Mark F. Keen	_____ Mark F. Keen	_____ Mark F. Keen
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 18-48 was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 18-48 I hereby VETO ORDINANCE 18-48
this _____ day of _____, 2018. this _____ day of _____, 2018.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF WESTFIELD
Concerning
S.R. 32 PROJECT

EDS #A249- 19-0N 180179

This Interlocal Agreement ("Agreement") is made and entered into this 27th day of September 2018 by and between the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and the City of Westfield, Indiana, (hereinafter referred to as the "CITY"), collectively referred to as the "PARTIES".

RECITALS

WHEREAS, INDOT wishes to partner with the CITY to improve State Road 32 ("SR 32") through downtown Westfield, for the purpose of improving safety, mobility and to accommodate future economic growth in the region; and

WHEREAS, the PARTIES have concluded that the reconstruction of SR 32, which will include, but will not be limited to, pedestrian facilities, a new roundabout intersection at East Street and SR 32 and aesthetics, including lighting and landscaping (hereinafter the "Project"), would likely benefit both the local highway and state highway systems; and

WHEREAS, as part of ongoing efforts to promote economic development and job creation and to reduce traffic congestion on the state roadways and nearby local roads, the CITY wishes to cooperate with INDOT to construct Project; and

WHEREAS, the PARTIES currently estimate that costs of the Project (including costs of preliminary engineering, design, right of way acquisition, utility relocation, construction and inspection) will be approximately \$15,000,000.00; and

WHEREAS, the CITY has agreed to contribute local funds to cover costs of the Project, including the preliminary engineering, design, utility relocation and construction costs, in an amount up to and including, \$7,500,000.00; and

WHEREAS, INDOT agrees to acquire the necessary right-of-way for the Project, let a contract for construction, and provide funding in an amount not to exceed \$7,500,000.00 ("INDOT's Contribution") to complete construction of the Project in accordance with all applicable laws and standards and the terms of this Agreement; and

WHEREAS, if INDOT's costs for land acquisition and right of way services exceed \$7,500,000.00, which shall include attorney's fees and court costs, the CITY agrees to pay for all costs and expenses which exceed INDOT's Contribution; and

WHEREAS, in order to enhance both the state highway and local highway systems by building the Project, the PARTIES desire to cooperate in funding for the construction of the Project;

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

I. SPECIFIC PROVISIONS

- 1.1. Project Description.** The Project shall include right-of-way acquisition, construction of travel lanes, improved pedestrian facilities and a new roundabout intersection on SR 32. INDOT has prepared a preliminary project budget (attached as **Exhibit A** and herein incorporated by reference) and a concept drawing (attached as **Exhibit B** and herein incorporated by reference).

INDOT will not be responsible for any costs or overages that exceed INDOT's Contribution. The CITY desires to include additional work in this Agreement, including the Jersey Street extension and pedestrian bridge over SR 32, which said costs of the additional work are anticipated to exceed **\$15,000,000.00**. The CITY shall be solely responsible for any and all costs for this additional work and all costs which exceed INDOT's Contribution. Prior to the construction of the pedestrian bridge, installation of landscaping and lighting, the CITY shall obtain a permit and the PARTIES shall execute a Joint Use and Maintenance Agreement to address future maintenance responsibilities of the PARTIES.

1.2. Project Delivery.

- A. In the interest of ensuring that the design and construction of the Project meets the needs of the traveling public on both the state and local highway systems and in order to provide the best value for taxpayers, the Parties have agreed that the CITY will be the lead agency on the design and preliminary engineering processes, as further described in **Exhibit C**, which is attached hereto and incorporated herein by reference, and subject to INDOT approvals where necessary and in accordance with the terms contained herein and in a manner consistent with the typical Local Public Agency Project Development Process. Further, the Parties agree that the Project will be let through INDOT's established Local Federal Aid Process.
- B. The Parties understand and agree that because federal funds will be used for construction of the Project, and because INDOT will maintain the facility after the construction using federal aid funds, SR 32 must remain eligible for federal funding participation. For these reasons, the Parties shall comply with all applicable federal and state laws, regulations and processes throughout all phases of the Project (including without limitation all activities related to project design, development, right-of-way acquisition, utility relocations, construction and inspection). In the event of any noncompliance resulting in requirements that INDOT repay federal funds already expended on the Project, the CITY shall reimburse INDOT the total amount of such federal funds to be repaid in accordance with this Agreement.

Further, the CITY shall not take any actions in the course of any work on the Project that would have the effect of making this portion of SR 32 ineligible for the future use of

federal funds in the corridor. If any portion of SR 32 is removed from the federal aid system as a result of the Project, or if any portion of SR 32 is found to be ineligible for federal aid funding in the future because of the Project, the road will be automatically transferred under the Agreement and in accordance with I.C. 8-23-4-10 and I.C. 8-23-4-12 from the state highway system to the CITY's respective highway systems.

1.3. CITY'S Responsibilities.

1.3.1 Financial Responsibilities.

- A. The CITY shall be solely responsible for full payment in the amount of **\$7,500,000.00** to cover the costs of preliminary engineering, design, utility relocation, environmental and construction of the Project to INDOT in accordance with Section 1.5. The CITY shall be responsible for all costs and overages of the Project which exceed INDOT's Contribution.
- B. The CITY is required to maintain federal eligibility throughout the Project. Eighty-percent (80%) of the CITY's expenses towards this Project shall count toward federal match credits. Prior to the issuance of the Notice to Proceed, the CITY must notify INDOT of the Project costs in order for INDOT to enter the costs into the federal system (FMIS) and for the CITY receive its federal match credits. Any work performed without notifying INDOT will not be eligible for federal match credits. The CITY's eligibility for federal match credits only extends to the Project scope and not to any of the proposed additional work (*i.e.* Jersey Street extension and pedestrian bridge over SR 32) by the CITY.
- C. The CITY shall submit consultant invoices to the INDOT Project Manager for review prior to payment and also quarterly once payment is made for tracking match credits.
- D. The CITY desires to include additional work, including the Jersey Street extension and pedestrian bridge over SR 32, which the costs for said work are not included in the **\$15,000,000.00** allocated for this Project. Unless otherwise agreed upon, the CITY shall be responsible for any and all costs for this additional work and any other additional work not contemplated in the original Project allocation.

1.3.2. Project Responsibilities.

- A. The CITY shall complete all work necessary to prepare the Project for letting, including, but not limited to, all preliminary engineering, design, utility relocation, surveys, permitting, right-of-way engineering (as defined and contemplated in the LPA Guidance Document) and environmental work as outlined in **Exhibit C**. The CITY shall prepare all contract documents required to let a contract, including all necessary plans, drawings and specifications. All such documents will be prepared in accordance with and referencing the INDOT Standard Specifications and the Indiana Design Manual as appropriate.

- B. The CITY shall follow the design submittal process in the INDOT Design Manual. The CITY shall provide its proposed design in accordance with the process and timeline outlined in the Parties Responsibilities in Exhibit C. The CITY shall provide all needed plans, tracings, and other preliminary engineering needed for the Project. INDOT shall be provided the opportunity to review and approve all design plans, and the CITY shall promptly ensure that any changes required by INDOT are incorporated into the final plans. The CITY understands and agrees that INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of SR 32. All plans and other design work on the Project shall be completed in accordance with all requirements of the most recent edition of INDOT's standard specifications.
- C. The CITY shall coordinate with INDOT in the selection of the consultant for the Project. Throughout the selection process, the CITY must maintain federal eligibility.
- D. The CITY shall be responsible for future maintenance of pedestrian facilities, landscaping and lighting as outlined in Exhibit C and for maintenance of the pavement from the time of execution of this Agreement until three (3) years after final acceptance of the Project. A separate Joint Use and Maintenance Agreement will be executed by the PARTIES to address the future maintenance responsibilities of the Parties.

1.4 INDOT'S Responsibilities.

- A. Once the CITY has completed the right of way engineering, INDOT will provide all right of way services and land acquisition necessary for the Project while the CITY is responsible for any right of way needs for additional work that may be included in the construction contract. INDOT will let and award the Project for construction through its usual processes as soon as possible (while still preserving federal funding eligibility).
- B. INDOT shall have the right to review and approve all design plans for the Project that are to be constructed as part of the Project and located on INDOT right-of-way. INDOT shall promptly notify the CITY in the event that changes are required. INDOT shall be the sole and final decision maker on anything that is related to and/or may impact the quality and function of SR 32.
- C. INDOT will manage, administer, and inspect the Project in accordance with applicable laws and INDOT policies, procedures and specifications. In the event it becomes necessary for INDOT to hire a consultant to conduct an inspection, the funding for inspection services will be included as part of INDOT's contribution as outlined in Section 1.5(B). INDOT's total contribution toward the costs of the Project shall not exceed \$7,500,000.00.

1.5. Payment of Project Costs.

A. Funding Contribution from the CITY. The CITY agrees to contribute **\$7,500,000.00** towards the Project, from local (non-federal) funding sources available to the CITY. The CITY shall be responsible for the preliminary engineering costs and shall hire a consultant and make direct payments to the consultant for such costs. The CITY shall make a one-time lump sum payment of the remaining **\$7,500,000.00** thirty (30) days from the date of letting and prior to the issuance of the Notice to Proceed to INDOT. The Notice to Proceed will not be issued until INDOT has received the CITY's contribution. Any delay claims caused by the CITY's failure to make its payment within thirty (30) days of letting will be the sole responsibility of the CITY.

B. Funding Contribution from INDOT. INDOT agrees to contribute toward the costs of the Project in an amount not to exceed **(~~\$7,500,000.00~~)** in federal-aid highway funds. INDOT's contribution shall include attorney's fees and court costs as part of the right of way services and land acquisition. Nothing in this Agreement shall be deemed to restrict INDOT's ability to manage available funding sources in providing funds for the Project.

C. If for any reason INDOT cancels the Project, terminates this Agreement without constructing the Project, or defaults on any material provision of this Agreement, without a default by the CITY, INDOT agrees to reimburse to the CITY, within 180 days after request from the CITY, all funds paid by the CITY to INDOT under this Agreement, plus interest on such funds at the nationally recognized thirty-year treasury bill rate (as published on the U.S. Department of the Treasury website, available at <http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yieldYear&year=2011>, or in the Wall Street Journal Online Market Data Center, available at <http://online.wsj.com/public/page/news-fixed-income-bonds.html>) on the date of cancellation, termination, or notice of default from the CITY to INDOT, as the case may be. Such interest shall accrue beginning on the day the CITY delivered the funds at issue to INDOT and shall continue until the date of reimbursement.

D. If for any reason the CITY terminates this Agreement, or defaults on any material provision of this Agreement, without a default by INDOT, the CITY shall be responsible for paying INDOT for all expenses accrued by INDOT under this Agreement, within 180 days after request from INDOT, and to the extent such expenses exceed the amount of funds contributed by the CITY, the CITY shall also pay INDOT interest on such excess expenses at the nationally recognized thirty-year treasury bill rate (as published on the U.S. Department of the Treasury website, available at <http://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yieldYear&year=2011>, or in the Wall Street Journal Online Market Data Center, available at <http://online.wsj.com/public/page/news-fixed-income-bonds.html>) on the date of termination or notice of default from INDOT to the CITY. Such interest shall accrue beginning on the day INDOT incurred such expenses and shall continue until the date the CITY reimburses INDOT.

In the event the funds contributed by the CITY exceed the expenses accrued by INDOT through the date of termination, INDOT shall reimburse to the CITY all such excess funds within sixty (60) days after the final accounting of such expenses, which is anticipated to occur within twelve (12) months following the date of termination. No interest shall be paid or owed on any such excess contribution.

E. If, at any point in the project development or letting process, it appears that the total project cost (including construction and all other project costs) may exceed \$15,000,000.00, the CITY shall be solely responsible for the additional costs of the Project, which exceed \$15,000,000.00. Any modifications and/or additions to the current scope, shall be the sole financial responsibility of the CITY.

1.6. Duration and Renewal of Agreement. The term of this Agreement shall be from the date upon which the Agreement is approved by the Office of the Indiana Attorney General through December 31, 2025, or completion of final audit of the Project by INDOT, whichever occurs first. This Agreement may be renewed or extended under the same terms and conditions subject to the approval of all signing Parties.

1.7. Project Coordination. INDOT and the CITY agree to review and coordinate all plans and schedules pertaining to the Project.

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

1.9. Interpretation. The Recitals recorded above are incorporated by reference into this Agreement.

II. GENERAL PROVISIONS

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized designees. Copies shall be furnished at no cost to INDOT if requested.

2.2. Audit. The CITY acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.* and audit guidelines specified by the State. The State consider the CITY to be a "Contractor" under 2 CFR 200.300 for purposes of this Agreement. However, if it is determined that the CITY is a "subrecipient" and if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements), CITY shall arrange for a financial and compliance audit, which complies with 2 CFR 200.500 *et. seq.*

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

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.5. Compliance with Laws.

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

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

- i. IC §24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC §24-5-12 [Telephone Solicitations]; or
- iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.6. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

2.7. Drug-Free Workplace Certification.

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

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

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

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

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

2.8. Employment Eligibility Verification.

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

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

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

C. The CITY shall require its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

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

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

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

The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

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

2.14. Non-Discrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

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

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

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

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

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

2.15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class U.S. mail service to the following addresses, unless otherwise specifically advised:

- | | | |
|-----------|---------------|--|
| A. | For INDOT: | Technical Services Director
INDOT Greenfield District
23 South Broadway Street
Greenfield, IN 46140 |
| | With Copy To: | Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204 |
| B. | For CITY: | Public Works Director
2728 East 71 st Street
Westfield, IN 46074 |

2.16. Payment.

All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt

of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

2.17. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, IC 34-13-1.

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

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

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

2.20. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

2.21. General. This Agreement represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 2.20 and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF WESTFIELD, INDIANA

[Signature]
By: J. Andrew Cook, Member

Kate Snedeker
By: Kate Snedeker, Member

[Signature]
By: Randy Graham, Member

Members of the Board of Public Works
City of Westfield, Indiana

Date: 8/22/18

STATE OF INDIANA)
COUNTY OF: HAMILTON))SS:

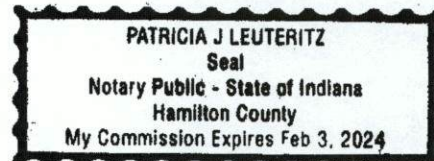
Before me, a Notary Public in and for said County and State personally appeared J. Andrew Cook Kate Snedeker Randy Graham of Westfield, Indiana, who acknowledged the execution of the foregoing Agreement on this 22nd day of August, 2018.

[Signature]
NOTARY PUBLIC (signature)

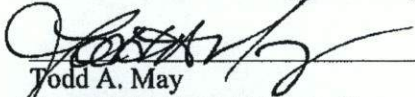
Patricia J. Leuteritz
NOTARY PUBLIC (printed)

My Commission expires: 2/3/2024

My County of Residence: Hamilton



STATE OF INDIANA
Indiana Department of Transportation
Recommended for approval by:


Todd A. May
Greenfield District Deputy Commissioner
Indiana Department of Transportation

Date: 8/30/18

Executed By: 
_____(for)
Joseph McGuinness, Commissioner
Indiana Department of Transportation

Date: 9/6/18

STATE OF INDIANA)
):SS
COUNTY OF: Marion)

Before me, a Notary Public in and for said County and State personally
appeared Michael Smith, Deputy Commissioner,
of the Indiana Department of Transportation, who acknowledged the execution of the foregoing
Agreement on this 6th day of September, 2018.



NOTARY PUBLIC (signature)

Darlene B. White

NOTARY PUBLIC (printed)



My Commission expires: July 21, 2024
My County of Residence is: Marion

APPROVALS

STATE OF INDIANA

State Budget Agency

By: [Signature] (FOR)
Jason D. Dudich, Director

Date: 9-25-18

STATE OF INDIANA

Department of Administration

By: [Signature] (FOR)
Lesley A. Crane, Commissioner

Date: 9/14/18

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

By: [Signature] (FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date : 9-27-18

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

[Signature]
Marjorie A. Millman

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

[Signature]
Marjorie A. Millman, Attorney No. 21748-36

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2018.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that an **Interlocal Agreement** was delivered to the Mayor of Westfield
on the _____ day of _____, 2018, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE the INDOT Interlocal
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

I hereby VETO INDOT Interlocal
this _____ day of _____, 2018.

J. Andrew Cook, Mayor

SR 32 from Poplar to East Estimate

SR 32 from Poplar to East Estimate												
SR 32												
PE												
Design	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisal, Buying, Etc...	Total	CN		
Design	Shuck	Urban	Residential	0.34	\$350,000	\$120,000	\$15,000	\$7,500	\$227,500	RA8		\$3,000,000
R/W Engineering	Speedway	Urban	Commercial	0.41	\$350,000	\$130,000	\$100,000	\$8,000	\$381,500	New S line roadway		\$3,250,000
	Wolfe	Urban	Commercial	0.12	\$350,000	\$340,000	\$0	\$0	\$680,000	Grassy Branch Box Culvert		\$400,000
	Broken Bone	Urban	Commercial	0.06	\$350,000	\$0	\$0	\$8,000	\$29,000	Reimbursable Utilities		\$500,000
	H&N Realty	Urban	Commercial	0.37	\$350,000	\$38,000	\$15,000	\$8,000	\$190,500	Detention		\$500,000
	Wells	Urban	Commercial	0.39	\$350,000	\$85,000	\$40,000	\$8,000	\$268,500	Union Signal		\$200,000
	Wells	Urban	Commercial	0.18	\$350,000	\$115,000	\$50,000	\$8,000	\$126,000	Detention		\$500,000
	Bradley	Urban	Commercial	0.07	\$350,000	\$85,000	\$50,000	\$8,000	\$167,500			
	M&I	Urban	Commercial	0.01	\$350,000	\$0	\$0	\$8,000	\$11,500			
	M&I	Urban	Commercial	0.22	\$350,000	\$115,000	\$100,000	\$8,000	\$300,000			
	M&I	Urban	Commercial	0.08	\$350,000	\$0	\$0	\$8,000	\$36,000			
	Brookers	Urban	Commercial	0.04	\$350,000	\$105,000	\$75,000	\$8,000	\$202,000			
	Stocz	Urban	Commercial	0.39	\$350,000	\$215,000	\$75,000	\$8,000	\$399,500			
	Dentitt	Urban	Commercial	0.01	\$350,000	\$0	\$0	\$8,000	\$11,500			
	Wilson	Urban	Commercial	0.26	\$350,000	\$140,000	\$75,000	\$8,000	\$314,000			
	Kohn	Urban	Commercial	0.21	\$350,000	\$285,000	\$100,000	\$8,000	\$476,500			
	Absolute	Urban	Commercial	0.00	\$350,000	\$0	\$0	\$0	\$0			
	Absolute	Urban	Residential	0.00	\$350,000	\$0	\$0	\$0	\$0			
	Espinosa	Urban	Residential	0.32	\$350,000	\$55,000	\$15,000	\$7,500	\$157,500			
	Hunt	Urban	Residential	3.22	\$350,000	\$0	\$0	\$7,500	\$825,000			
	Gallier	Urban	Residential	0.30	\$350,000	\$75,000	\$15,000	\$7,500	\$172,500			
	Simpson	Urban	Residential	0.19	\$350,000	\$0	\$0	\$7,500	\$55,000			
	Smith	Urban	Residential	0.11	\$350,000	\$65,000	\$15,000	\$7,500	\$115,000			
	Smith	Urban	Residential	0.30	\$350,000	\$65,000	\$15,000	\$7,500	\$162,500			
	Rector	Urban	Residential	0.05	\$350,000	\$0	\$0	\$7,500	\$20,000			
Sub Totals					\$1,450,000				\$5,150,000			\$8,450,000
Jersey Street Extension (req'd. to limit access along SR 32 from Union to East)												
PE												
Design	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisal, Buying, Etc...	Total	CN		
R/W Engineering	240 S Cherry	Urban	Residential	0.72	\$350,000	\$130,000	\$30,000	\$0	\$347,500	New 2 line roadway		\$1,400,000
	Modder	Urban	Residential	0.20	\$350,000	\$0	\$0	\$7,500	\$57,500			
	Roberts	Urban	Residential	0.03	\$350,000	\$0	\$0	\$7,500	\$15,000			
	Roberts	Urban	Residential	0.19	\$350,000	\$170,000	\$80,000	\$7,500	\$280,000			
	Whitner	Urban	Residential	0.30	\$350,000	\$100,000	\$60,000	\$7,500	\$242,500			
	Beechnap	Urban	Commercial	0.35	\$300,000	\$100,000	\$40,000	\$8,000	\$119,500			
Sub Totals					\$250,000				\$1,195,500			\$1,400,000
Pedestrian Bridge over SR 32												
RW												
Design	Parcel Owner	Location	Property Type	Acres	Cost/Acre	Improvements	Relocation	Appraisal, Buying, Etc...	Total	CN		
R/W Engineering	H&N Realty	Urban	Commercial	0.35	\$350,000	\$0	\$0	\$7,500	\$95,000	Bridge and Landings		\$4,000,000
	Herttern	Urban	Commercial	0.50	\$350,000	\$150,000	\$80,000	\$7,500	\$412,500			
Sub Totals									\$507,500			\$4,000,000
Totals									\$5,853,000			\$13,850,000
Grand Total									\$22,853,000			

Exhibit B State Road 32 Reconstruction in Downtown Westfield



EXHIBIT C

General Responsibilities:

City of Westfield

- Follow standard LPA federal-aid process except where otherwise noted in this agreement
- Responsible for all PE work, including but not limited to,
 - Survey
 - Environmental Services
 - Roadway Design
 - Permitting
 - Bidding and CN phase services
 - Geotechnical Services
 - Pavement Design (no alternate bid required)
 - Utility Coordination
 - Right-of-Way Engineering
 - Subsurface Utility Engineering (SUE)
- Consultant selection needs to follow federal-aid procedures to allow PE expenses to count as match credits for INDOT CN funding.
- INDOT and Westfield will have equal representation on consultant selection team.
- City of Westfield is the lead agency and responsible for overall project management, with support from the hired consultant.
 - The following schedule milestones are agreed upon by both parties at the time of project initiation. Any changes to the schedule included herein shall require INDOT and Westfield's review and approval.

INDOT-LPA Contract Executed	10/1/2018
Consultant Selection / PE NTP	11/1/2018
Survey	4/1/2019
Stage 1	8/1/2019
PFC	9/1/2019
Stage 2	4/1/2020
EA Submitted	5/1/2020

EXHIBIT C

EA Released for Public Involvement	8/1/2020
Public Hearing	10/1/2020
FONSI	2/1/2021
RW Services Begin / RW NTP	2/15/2021
FFC	5/15/2022
R/W Clear	7/15/2022
Stage 3	7/15/2022
Final Tracings	8/29/2022
RFC	9/28/2022
Letting	12/7/2022
Final Acceptance	6/30/2024

- Design
 - process will follow formal INDOT design manual for INDOT projects (IDM 14-2.01) and the following additional items;
 - Formal Stage 1, 2 and 3 submittals with in-person meetings with design reviewers within 2 weeks after the submittal has been made.
 - Over-the-shoulder meetings with design reviewers estimated monthly, but ultimately at INDOT's request.
 - Pavement design will be submitted for review and approval by INDOT. INDOT will commit to a 60 day turnaround time from initial submittal to formal approval.
 - Include INDOT on all project development meetings.
 - INDOT will be the sole decision maker on any items that are related to or could impact the quality and function of SR32.
 - Stakeholder meetings should be held quarterly with agendas and project risk assessments provided at least two weeks in advance.
- Westfield will manage and fund all items related to the public outreach. This will include, but not limited to, the project website, public information meetings outside of the environmental document process, and other media items.

INDOT

- Responsible for RW Acquisition Services and Purchasing.
 - If necessary, condemnations will take place in Hamilton County.
- INDOT will participate in the Public Hearing and provide certification as typical for LPA federal-aid projects.
- Responsible for CE services for the SR 32 project.
 - INDOT will use in-house staff for inspection services for the entire construction contract.

EXHIBIT C

- Will allow Westfield to have someone on site under INDOT direction.
- If at any time during the duration of the project, INDOT feels that the project will be delayed and the integrity of the roadway is a concern, INDOT has the ability to take back ownership of the project.
- INDOT will have the final say on any design element on or impacting SR 32.

Financial Responsibilities:

- Estimated total project cost for SR 32 work is \$15M
- INDOT and Westfield agree to split the cost 50/50, with INDOT committing \$7.5M and the City of Westfield committing \$7.5M.
- INDOT's commit to this project is capped at \$7.5M and may be used on any phase, though funding will not become available until FY21.
- Westfield is committing \$7.5M, plus any overages.
- INDOT will share in the cost of overages if a change order during the construction is at the request of INDOT.
- INDOT wishes to maintain maximum flexibility with providing \$7.5M, therefore Westfield is required to maintain federal eligibility during project development. 80% of local expenses towards this project will count towards federal match credits. In order to be eligible for federal match credits, all costs must be approved in the federal system prior to NTP.
 - Invoices should be submitted to the INDOT PM for review prior to payment and quarterly once payment is made for tracking.
- It is understood that the City of Westfield desires to include additional work in this contract (i.e. Jersey Street Extension and Pedestrian Bridge over SR 32). This work may be included in the same construction contract, but it is understood that this is on top of the planned \$15M project cost and is solely at the City of Westfield's expense and is not eligible for match credits. [Westfield to provide exhibit showing boundary of SR 32 and Jersey Street]
- If at any point it is determined to be necessary and appropriate for a SR 32 closure at any time during this project, the City of Westfield will not be entitled to additional compensation over the \$7.5M, committed by INDOT, for any damage to local roadways used as an unofficial detour route.
- In the event not all R/W costs have been realized prior to construction due to condemnation proceedings and INDOT has paid out more than the \$7.5M commitment, the City of Westfield will be invoiced for any costs INDOT incurred over \$7.5M.

EXHIBIT C

- Approximately one year post construction when all costs for this project have been realized, 12/31/25 at the latest, Westfield and INDOT will jointly go over project expenses and balance the financial contributions from each party, per the agreement. Any funding owed to the other party per the terms of this agreement would be paid within 90 days of receiving an invoice.

Maintenance Responsibilities:

- The City of Westfield will provide pavement maintenance on SR 32 within the project limits prior to construction, limited to crack sealing, pothole repair, and pavement marking maintenance.
- During construction, the Contractor will be required to maintain the traveled roadway in accordance with the approved Maintenance of Traffic plan.
- The City of Westfield will maintain the pavement for 3 years after INDOT's final acceptance of the project through means of a construction maintenance bond through the SR 32 construction project or services provided directly from Westfield.
 - There will be a future Joint Use Maintenance Agreement addressing the future maintenance responsibilities of each party upon final acceptance of the project.