

**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\_08\_28\_2017***

*Monday, August 28, 2017 at 07:00 PM*

**BOARD OR COMMISSION:** City Council Meeting

**MEETING DATE:** Monday, August 28, 2017 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: Council President Jim Ake**

**Opening of Meeting**

**Note the presence of a quorum**

**Announce any changes to Agenda**

**Approval of Minutes:**

**Documents:** [Meeting Minutes 8-14-17](#)

**Claims:**

**Documents:** [Docket](#)

**Approval of Claims**

**Miscellaneous Business/Special Recognition:**

**NONE**

**Old Business:**

**Ordinance 17-20: Oak Manor Planned Unit Development (PUD) District**

**Council Introduction: June 12, 2017**

**APC Public Hearing: July 11, 2017**

**APC Recommendation: August 21, 2017**

**Adoption Consideration: August 28, 2017**

**Documents: [Ordinance 17-20 Redline](#) | [Ordinance 17-20](#) | [Character Exhibits](#) | [Location Map](#) | [Primary Plat and Landscape Plan](#) | [Department Report](#) | [Comments received after 8/21 APC](#)**

**New Business:**

**Ordinance 17-29: Approving Lease and Pledging LOIT**

**Council Introduction: August 28, 2017**

**Adoption Consideration: September 11, 2017**

**Documents: [Ordinance 17-29](#) | [Lease Agreement](#)**

**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**

## **Westfield City Council Aug 14, 2017**

The Westfield City Council met in regular session on Monday August 14, 2017 at the Westfield City Hall. Members present were Jim Ake, Chuck Lehman, Steve Hoover, Joe Edwards, Bob Horkay, Cindy Spoljaric, and Mark Keen. Also present were Clerk Treasurer Cindy Gossard and City Attorney Brian Zaiger. Mayor Cook was not in attendance.

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

### **Approval of Minutes:**

Cindy Spoljaric made a motion to approve July 24, 2017 minutes as presented. Joe Edwards seconded. Vote: Yes-7; No-0. Motion carries.

### **Claims:**

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

### **Miscellaneous Business/Special Presentations**

None

### **Old Business:**

#### **Ordinance 17-17: Village Park Plaza**

Council Introduction – May 8, 2017

APC Hearing: July 5, 2017

APC Recommendation: August 7, 2017

Adoption Consideration – August 14, 2017

Matt Pleasant presented this item stating the request for a change in zoning. This would allow for the renovation and redevelopment of Regal Cinema Building and two potential out lots.

Steve Hoover made a motion to approve Ordinance 17-17 as presented. Mark Keen seconded. Vote: Yes-7; No-0. Motion carries.

**Ordinance 17-21: Osborne Trails PUD Amendment**

**Council Introduction: July 10, 2017**

**Public Hearing: August 7, 2017**

**APC Recommendation: August 7, 2017**

**Adoption Consideration: August 14, 2017**

Matt Pleasant presented this item stating that it is a request for a change in zoning. The proposed Ordinance incorporates the real estate into the Osborne Trails PUD District.

Bob Horkay made a motion to approve Ordinance 17-21 as presented. Chuck Lehman seconded.  
Vote: Yes-7; No-0. Motion carries.

**New Business:**

**Ordinance 17-22: Bridgewater (PUD) District Amendment (Radrick Professional Building)**

Council Introduction: August 14, 2017

APC Public Hearing: September 5, 2017

APC Recommendation: September 18, 2017

Adoption Consideration: September 25, 2017

Daine Crabtree presented this item stating this would amend the signage allowed for the property on the NW corner of Gray Rd and Radrick Dr.

Council consensus pass on to APC

**Ordinance 17-23: Newby PUD**

Council Introduction: August 14, 2017

APC Public Hearing: September 5, 2017

APC Recommendation: October 2, 2017

Adoption Consideration: October 9, 2017

Kevin Todd presented this item stating it is a request to change UDO and zoning maps to designate the 18 acres as a PUD.

Mr. Newby spoke stating the reasoning for the request being made is to allow for commercial agricultural uses and equestrian facility as well as educational activities such as gardening classes, and pumpkin picking. Horse and wagon transportation around the farm and boarding of horses would also be permitted.

Council consensus pass on to APC



**Ordinance 17-24: Chatham Hills Planned Unit Development Amendment IV**

Council Introduction: August 14, 2017

APC Public Hearing: September 5, 2017

APC Recommendation: October 2, 2017

Adoption Consideration: October 9, 2017

Pam Howard presented this item would incorporate 2 additional parcels (approx. 15 acres into the current PUD. This would be for the land only. No development standards changes or committed dwelling totals.

Council consensus pass on to APC

**Ordinance 17-25: Oak Hollow at Bridgewater (Bridgewater PUD Amendment)**

Council Introduction: August 14, 2017

APC Public Hearing: September 5, 2017

APC Recommendation: September 18, 2017

Adoption Consideration: October 9, 2017

Caleb Ernest presented this item stating this is a zoning ordinance and zoning map change to designate the Real Estate as the Bridgewater PUD District. The Real Estate (parcel H2) of the Bridgewater PUD Ordinance will be known at the Bridgewater PUD-Oak Hollow Ordinance.

Jon Dobosiewicz spoke stating there will be a neighborhood meeting concerning this development on August 23<sup>rd</sup> 6:30 PM at the Bridgewater Club 2<sup>nd</sup> floor meeting room.

David Mennel spoke giving details of the 60 lot gated community

Council consensus pass on to APC

**Ordinance 17-26: City of Westfield to Repeal Ordinance 09-07**

Council Introduction: August 14, 2017

Adoption Consideration: August 14, 2017

Brian Zaiger presented this item stating that due to recent changes in the Indiana laws regarding the sale of Fireworks that our previously adopted Ordinance (09-07) is no longer necessary. This Ordinance would repeal previous Ordinance.

Bob Horkay made a motion to suspend the rules to approve Ordinance 17-26 as presented. Mark Keen seconded. Vote: Yes-7; No-0. Motion carries.

Cindy Spoljaric made a motion to approve Ordinance 17-26 as presented. Steve Hoover seconded. Vote: Yes-7; No-0. Motion carries.

**Guests:**

None

**Council Responses to Guest Comments:**

None

**CITY COUNCIL COMMENTS:**

Steve Hoover gave APC update

Joe Edwards OpenGov is coming along and would like to introduce to the other Council members.

Cindy Spoljaric received comments regarding large fireworks within the City

Mark Keen suggested sending information concerning fireworks to Nextdoor website

Jim Ake spoke on:

- the City only has 2 firework events during the year
- Izzy Clouse and the tragedy that has happened and invited citizens to a pancake breakfast Saturday August 19<sup>th</sup> at Station 83 (8-11 AM)
- Historical Society putting on play at Union Bible School August 15, at 6PM
- Last week's Regional Little League Play-Offs at Grand Park
- Grand Opening for Open Doors this past Saturday was successful
- Party on the patio August 23, 5-8PM split between the Rail and Greeks Pizzeria

**MAYOR COMMENTS:**

**None**

Without any further business, the meeting adjourned at 7:41 pm

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Clerk-Treasurer

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President



**EXHIBIT “B”**  
**(Character Exhibits - Townhomes)**





**EXHIBIT “C”**

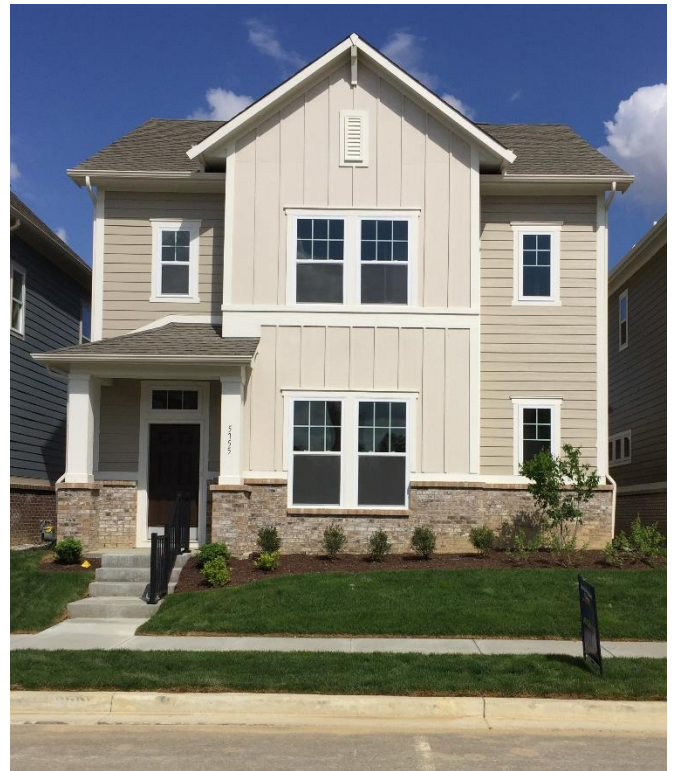
**(Character Exhibits – Single Family Homes on 31’ Lots)**





**EXHIBIT “C”**

**(Character Exhibits – Single Family Homes on 36’ Lots)**





**EXHIBIT “C”**

**(Character Exhibits – Single Family Homes on 36’ Lots)**







# Location Map

## Oak Manor PUD District Amendment

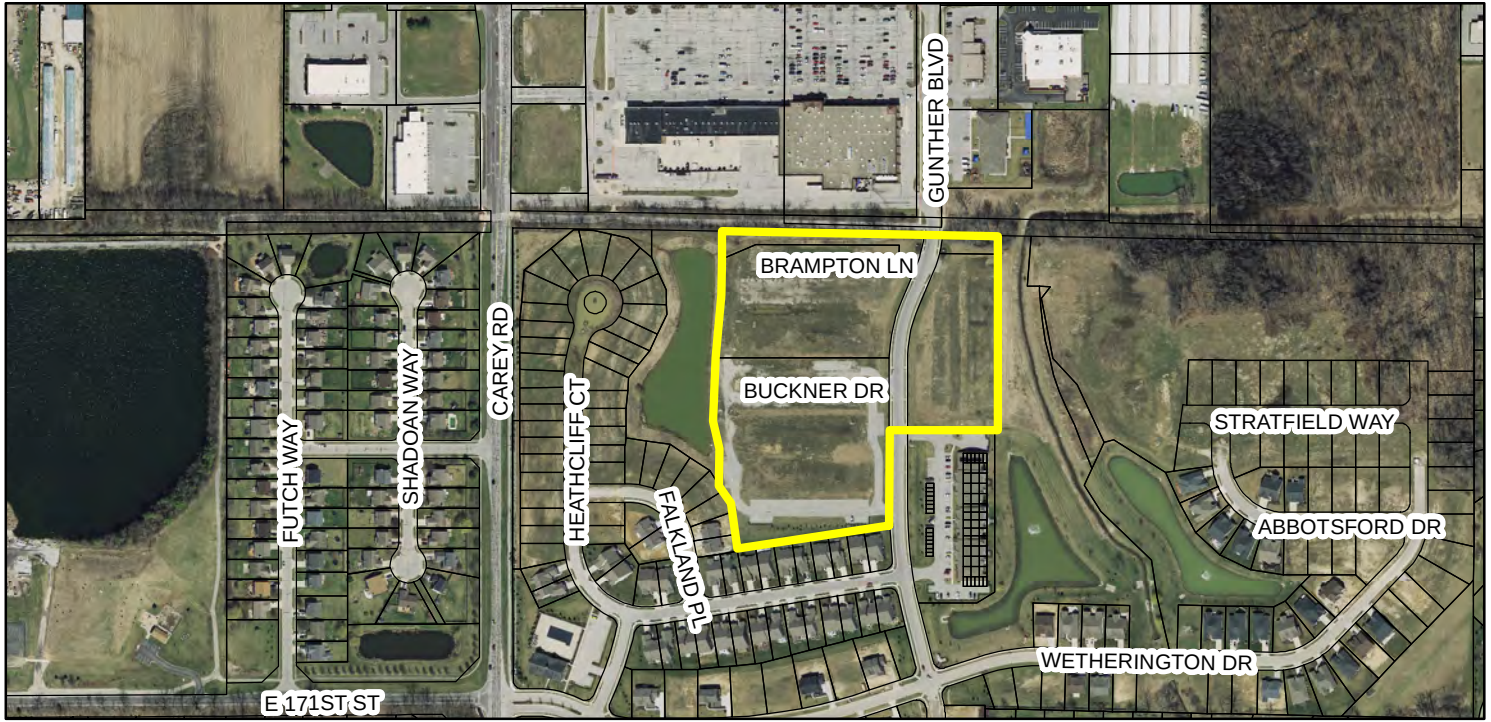
### Lancashire at Oak Manor

1707-PUD-12, 1707-SPP-03, & 1707-ODP-03

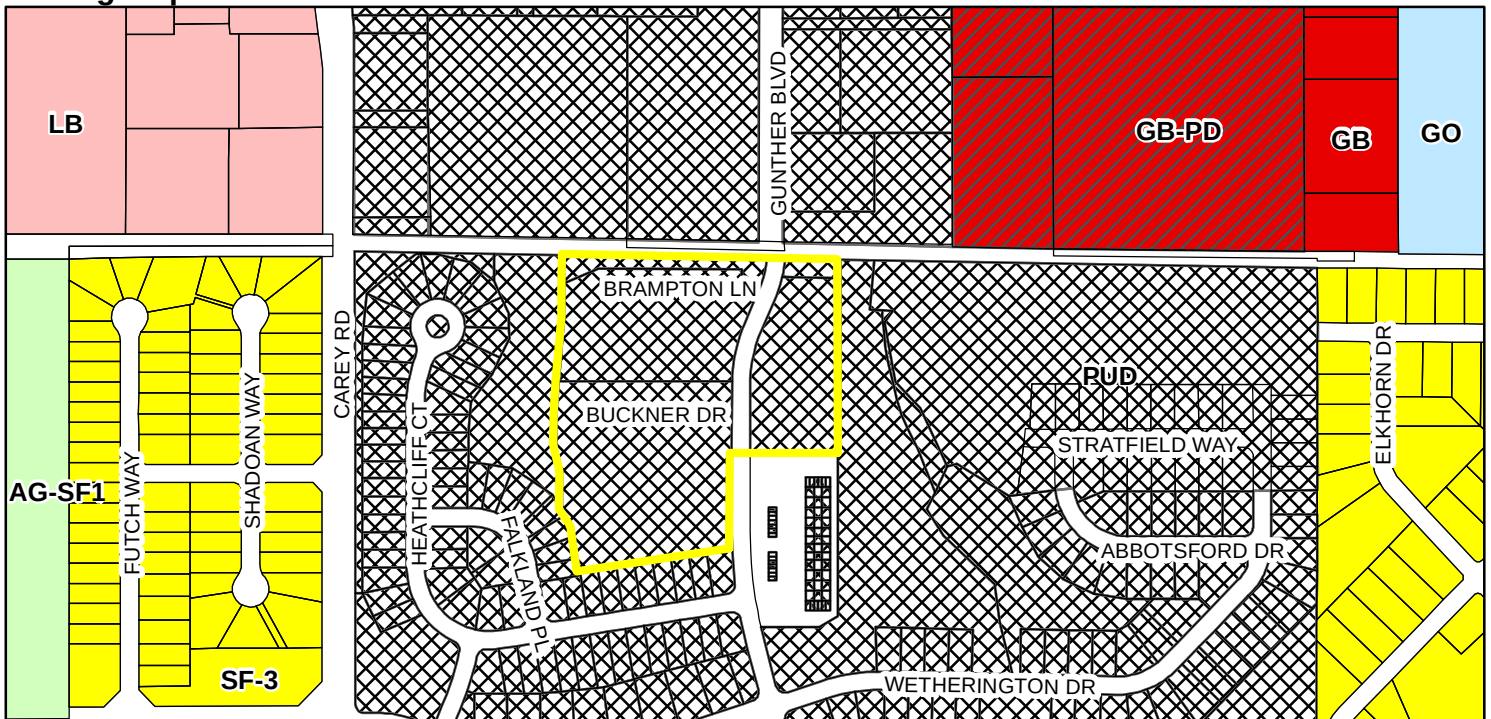


#### Aerial Location Map

Site



#### Zoning Map



#### Zoning

AG-SF1 (Agriculture - Single Family - 1)

GB (General Business)

GB-PD (General Business - Planned Development)

GO (General Office)

LB (Local Business)

PUD (Planned Unit Development)

SF-3 (Single Family - 3)



*Petition #: 1707-SSP-08 & 1707-ODP-08*

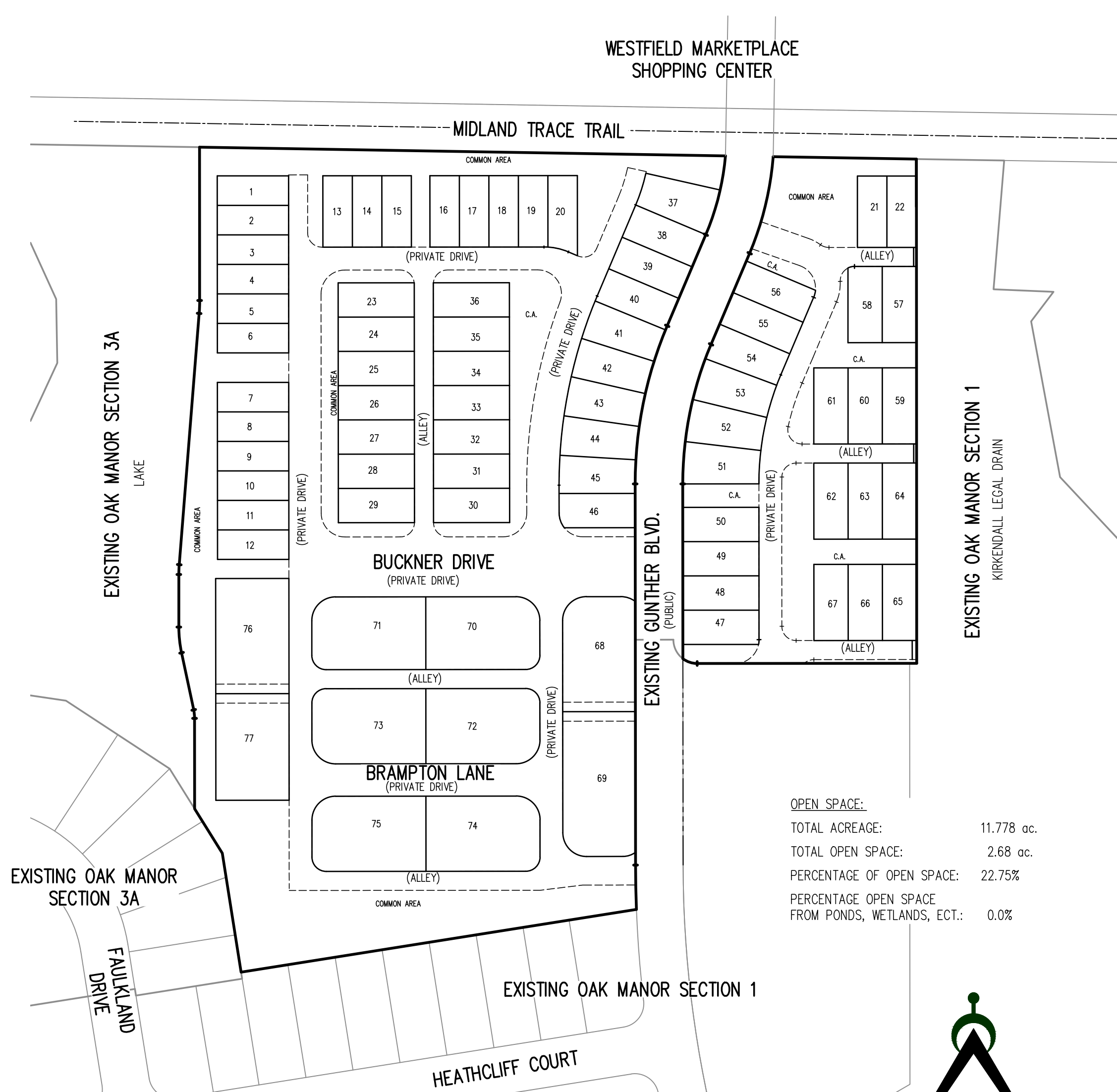
[illegible]

PARCEL 1:  
A PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE 2ND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, ALSO ALL OF BLOCKS E OF THE VILLAGES OF OAK MANOR SECTION 3A ('PLAT'), A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED JANUARY 26, 2009 AS INSTRUMENT NUMBER 2009003437, PLAT CABINET 4, SLIDE 519 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

PARCEL 1:  
A PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE 2ND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, ALSO ALL OF BLOCKS E OF THE VILLAGES OF OAK MANOR SECTION 3A ('PLAT'), A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED JANUARY 26, 2009 AS INSTRUMENT NUMBER 2009003437, PLAT CABINET 4, SLIDE 519 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

[illegible]

PARCEL II:  
A PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 4 EAST OF THE 2ND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, ALSO ALL OF BLOCKS C AND D OF THE VILLAGES OF OAK MANOR SECTION 3A ("PLAT"), A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED JANUARY 26, 2009 AS INSTRUMENT NUMBER 2009003437, PLAT CABINET 4, SLIDE 519 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

[illegible]

GAS  
Citizens Gas of Westfield  
2020 North Meridian St.  
Indianapolis Indiana 46202  
317-927-4744  
(Jeffrey Sinclair)

GAS  
Citizens Gas of Westfield  
2020 North Meridian St.  
Indianapolis Indiana 46202  
317-927-4744  
(Jeffrey Sinclair)

**ELECTRIC**  
Duke Energy: Carmel District  
16475 Southpark Drive  
Westfield, Indiana 46074  
317-896-6711  
(Shirley Hunter)

PIPELINE  
Buckeye Partners, L.P.  
940 Buckeye Road  
Lima, Ohio 45804  
419-993-8008  
(Marty White)

PIPELINE  
Marathon Pipeline LLC  
10722 E. C.R. 300N  
Indianapolis, Indiana 46234  
317-291-9460 x1233  
(Austin Guyer)

COMMUNICATION  
AT&T  
5858 North College Ave.  
Indianapolis, IN 46220  
317-252-4007  
(Michael Haynes)

**WATER & SANITARY SEWER**  
Citizens Water and Wastewater  
of Westfield, LLC  
2150 Dr. Martin Luther King Jr. S.  
Indianapolis, Indiana 46202  
Contact: Ryan Taylor

**WATER & SANITARY SEWER**  
Citizens Water and Wastewater  
of Westfield, LLC  
2150 Dr. Martin Luther King Jr. S.  
Indianapolis, Indiana 46202  
Contact: Ryan Taylor

DRAINAGE  
City of Westfield  
2706 E. 171st Street  
Westfield, Indiana 46074  
317.804.3110

(John Rankin)  
DRAINAGE  
Hamilton County Surveyor  
One Hamilton County Square, Suit  
Noblesville, Indiana 46060  
317 776 8406

(Kenton Ward, CFM)

COMMUNICATION  
Comcast Cable  
9750 E. 150th St., Suite 1600  
Noblesville, Indiana 46060  
317-774-3384  
(Matt Stringer)

COMMUNICATION  
Comcast Cable  
9750 E. 150th St., Suite 1600  
Noblesville, Indiana 46060  
317-774-3384  
(Matt Stringer)

COMMUNICATION  
Frontier Communication  
20905 Hague Road  
Noblesville, Indiana 46060  
317-9010

COMMUNICATION  
tw Telecom  
4625 W. 86th St., Suite 500  
Indianapolis, Indiana 46268  
317-713-8947  
(Fax: 317-713-8947)

COMMUNICATION  
FirstMile Technologies  
750 Liberty Drive  
Westfield, Indiana 46074  
317-569-2800  
(Craig Kunkle)

COMMUNICATION  
Bright House Networks  
3030 Roosevelt Ave.  
Indianapolis, Indiana 46218  
317-632-9077 x258

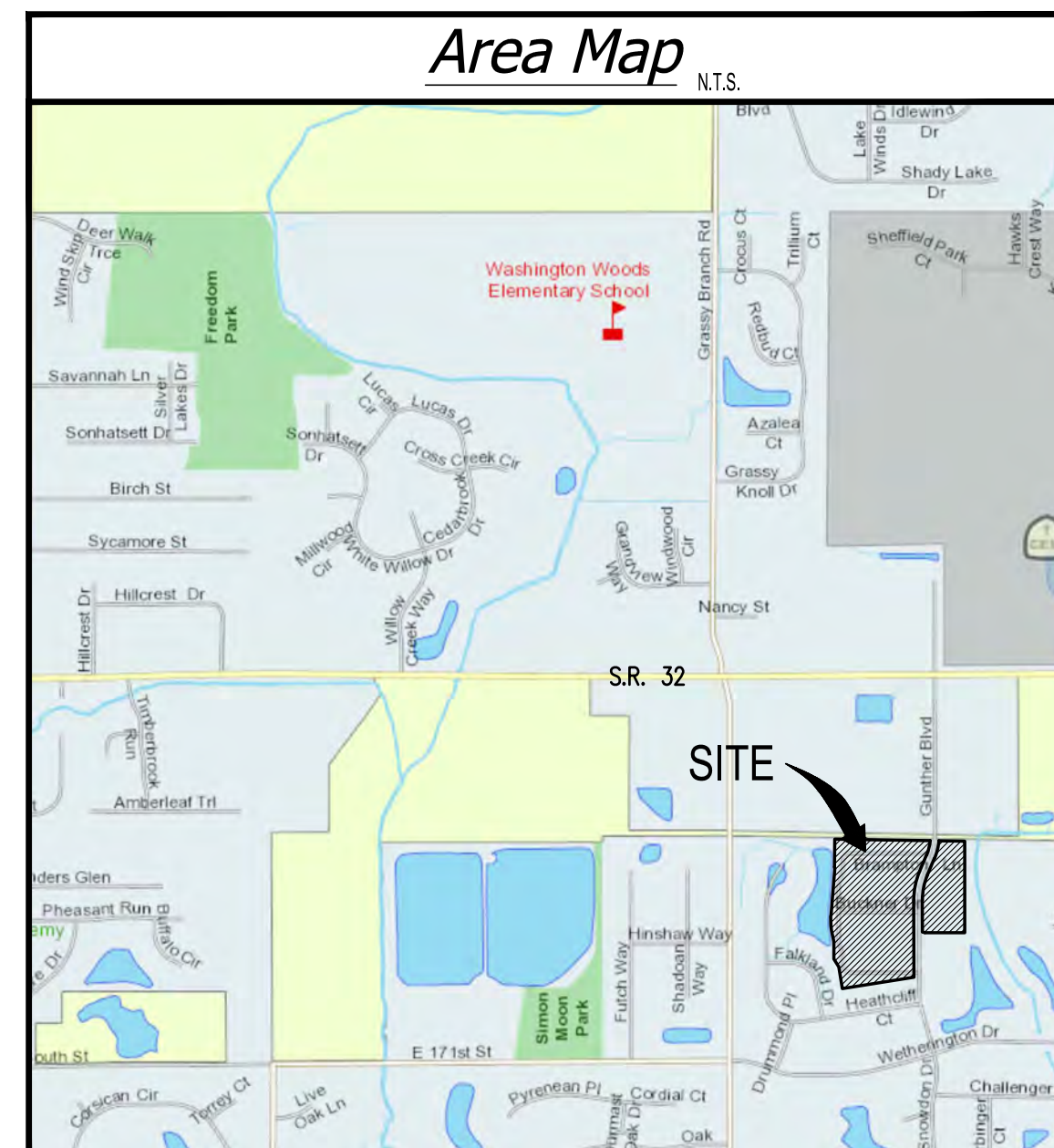
|                                                      |            |
|------------------------------------------------------|------------|
| OPEN SPACE:                                          |            |
| TOTAL ACREAGE:                                       | 11.778 ac. |
| TOTAL OPEN SPACE:                                    | 2.68 ac.   |
| PERCENTAGE OF OPEN SPACE:                            | 22.75%     |
| PERCENTAGE OPEN SPACE<br>FROM PONDS, WETLANDS, ECT.: | 0.0%       |



Project Map  
SCALE: 1"=100'

SCALE: 1"=100'

vided by the respective  
ne, if not all, of the  
bject property, based  
al inspection. All utility  
ces and verification of



**11th Street**  
DEVELOPMENT  
7378 N. 500E  
Lebanon, IN 46052  
317-721-8279  
Contact: Bryan Stumpf  
Email: [bstumpf@11streetdevelopment.com](mailto:bstumpf@11streetdevelopment.com)

**11th Street**  
DEVELOPMENT  
7378 N. 500E  
Lebanon, IN 46052  
317-721-8279  
Contact: Bryan Stumpf  
Email: [bstumpf@11streetdevelopment.com](mailto:bstumpf@11streetdevelopment.com)



**Innovative**  
Engineering & Consulting, Inc.

3961 Perry Boulevard  
Whitestown, IN 46075  
Ph. 317-769-2916  
Fax: 317-769-3890  
Contact: Jerry Kittle  
Email: [jkittle@innovativeeci.com](mailto:jkittle@innovativeeci.com)



Know what's below.  
Call before you dig

**Innovative**  
**Engineering & Consulting, Inc.**

REVISIONS:

1. 07/14/17 kwb REUSE PER TAC & WPMO COMMENTS DATED 6-20-17
2. 07/28/17 kwb REUSE TOWN HOME LOT 77 TO 4 UNIT BUILDING
3. 08/09/17 kwb REUSE PER WPMO COMMENTS DATED 07/24/17
4. 08/21/17 kwb REUSE PER MEETING - WPMO ON 08/18/17 TO FINAL

**11th Street**  
DEVELOPMENT  
7378 N 500 E  
Lebanon, IN 46052  
317-721-8279

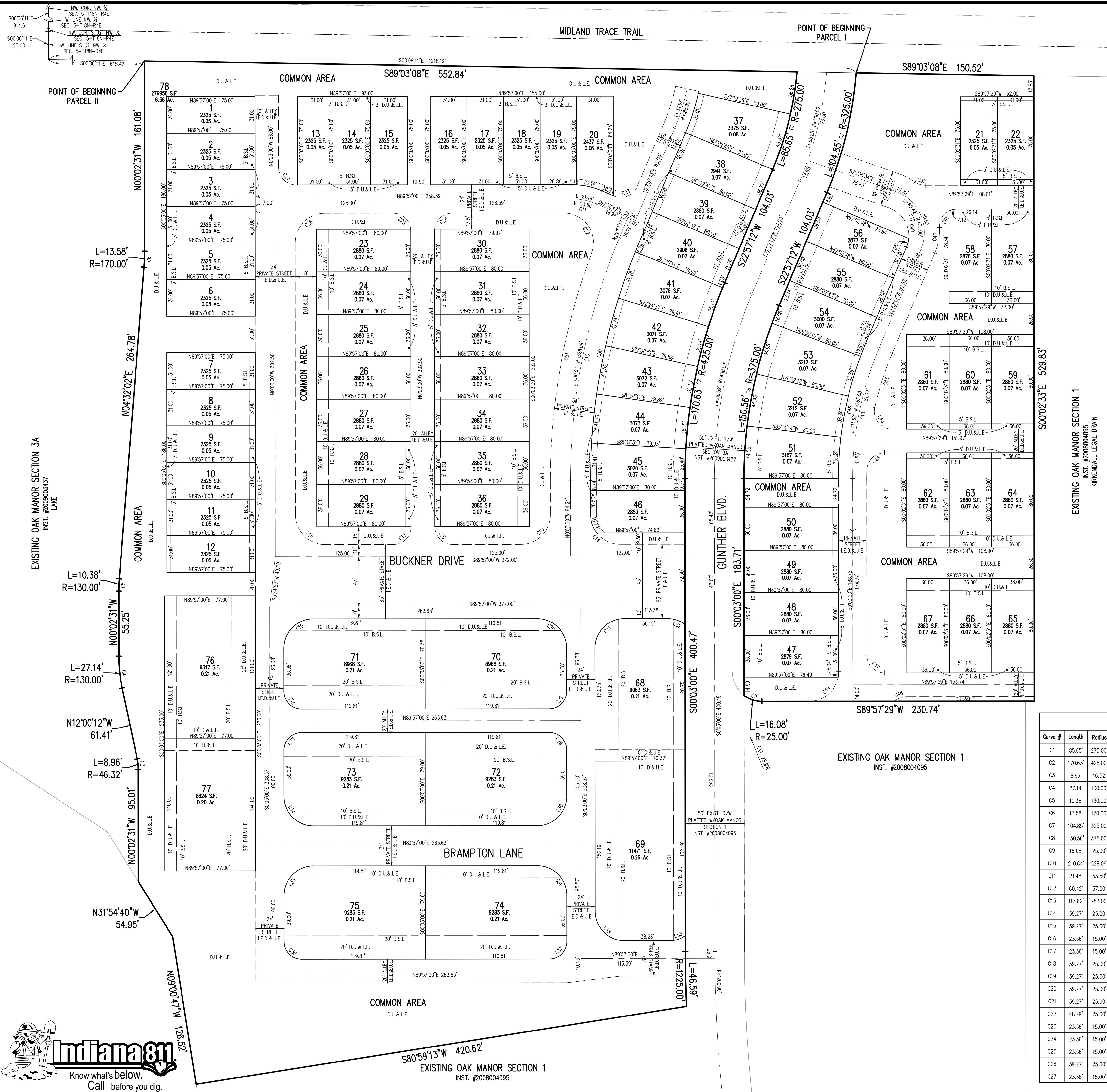
PREPARED FOR:

*Lancashire  
Oak Manor  
Westfield, Indiana  
Title Sheet*

PRELIMINARY  
PENDING  
AGENCY  
APPROVAL

|                      |                  |
|----------------------|------------------|
| DATE:                |                  |
| DATE:<br>06/02/17    | DRAWN BY:<br>kww |
| ISSUED:              | CHECKED BY:      |
| JOB NUMBER:<br>17107 |                  |
| SHEET #<br>P100      |                  |





# LANCASHIRE at OAK MANOR PRIMARY PLAT

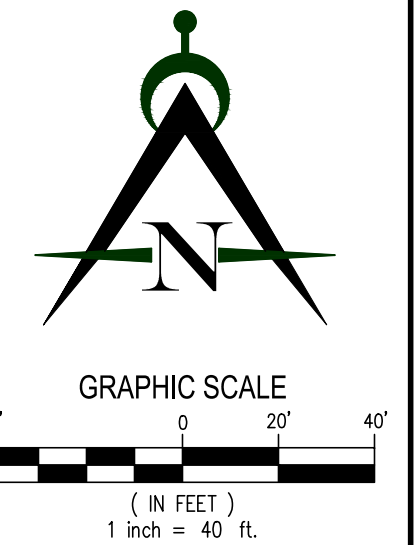
PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 18N, R4E  
WASHINGTON TOWNSHIP, HAMILTON COUNTY  
WESTFIELD INDIANA

ZONED: PUD

LEGEND

B.S.L. -BUILDING SETBACK LINE  
D.&U.E. -DRAINAGE & UTILITY EASEMENT  
R.D.E. -REGULATED DRAINAGE EASEMENT  
I.E.D.&U.E. -INGRESS-EGRESS, DRAINAGE & UTILITY EASEMENT  
D.U.&L.E. -DRAINAGE, UTILITY & LANDSCAPE EASEMENT

PRIVATE STREETS:  
THE AREA SHOWN ON THE PLAT AS "PRIVATE STREET"  
SHALL BE MAINTAINED AS A PRIVATE DRIVE AND THE  
UNDERSIGNED OWNERS AND THEIR SUCCESSORS AND  
ASSIGNEES, HEREBY WAIVE ALL RIGHTS TO PETITION  
THE CITY OF WESTFIELD TO BE RESPONSIBLE FOR THE  
MAINTENANCE OWNERSHIP OF SUCH PRIVATE STREETS.



|                                                                                                                                                                                                                                                                                       |                                                              |                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| LOTS 1-22 = TYPE 1                                                                                                                                                                                                                                                                    | TYPE 1 LOTS                                                  | TYPE 2 LOTS                                                  |
| LOTS 23-67 = TYPE 2                                                                                                                                                                                                                                                                   |                                                              |                                                              |
| MINIMUM LOT WIDTH AT BUILDING LINE                                                                                                                                                                                                                                                    | 31'                                                          | 36'                                                          |
| MINIMUM LOT FRONTAGE ON STREET (1)                                                                                                                                                                                                                                                    | 25'                                                          | 30'                                                          |
| MINIMUM LOT AREA                                                                                                                                                                                                                                                                      | 2,325 SF                                                     | 2,880 SF                                                     |
| MINIMUM FRONT YARD SETBACK (2)                                                                                                                                                                                                                                                        | 3'                                                           | 10'                                                          |
| MINIMUM SIDE YARD SETBACK                                                                                                                                                                                                                                                             | 3'                                                           | 3'                                                           |
| MINIMUM REAR YARD SETBACK                                                                                                                                                                                                                                                             | 5'                                                           | 5'-L105                                                      |
| MINIMUM BUILDING HEIGHT                                                                                                                                                                                                                                                               | 35'                                                          | 35'-L105                                                     |
| MINIMUM GROSS FLOOR AREA FOR GROUND LEVELS                                                                                                                                                                                                                                            | 1 STORY: 1,200 SF<br>2 STORY: 650 SF<br>1 1/2/2STORY: 650 SF | 1 STORY: 1,200 SF<br>2 STORY: 700 SF<br>1 1/2/2STORY: 700 SF |
| (1) ON LOTS WHERE THE FRONT OF THE HOUSE FACES COMMON AREA, THE MINIMUM LOT FRONTAGE ON STREET SHALL BE 0'.<br>(2) THE FRONT YARD SETBACK FOR LOTS FRONTING UPON COMMON AREA SHALL BE MEASURED FROM THE PROPERTY LINE ABUTTING THE COMMON AREA OPPOSITE THE GARAGE SIDE OF THE HOUSE. |                                                              |                                                              |
| IN CIRCUMSTANCES WHERE THE DISTANCE BETWEEN TWO RESIDENTIAL STRUCTURES IS LESS THAN 15 FEET THEN THE EXTERNAL MATERIALS ON THE PORTION OF THE STRUCTURES LOCATED WITHIN 15 FEET SHALL CONSIST OF FIRE RETARDANT MATERIALS.                                                            |                                                              |                                                              |

Developer/Owner:  
11th Street  
DEVELOPMENT  
7378 N. 500E  
Lebanon, IN 46052  
317-721-8279

Engineer:

**Innovative**  
Engineering &  
Consulting, Inc.

| Curve Table |         |         |              |                 |              |         |
|-------------|---------|---------|--------------|-----------------|--------------|---------|
| Curve #     | Length  | Radius  | Delta        | Chord Direction | Chord Length | Tangent |
| C1          | 85.65'  | 275.00' | 17° 50' 39"  | N14° 01' 52"E   | 85.30'       | 43.17'  |
| C2          | 170.63' | 425.00' | 12° 00' 12"  | S11° 27' 06"W   | 169.49'      | 86.48'  |
| C3          | 8.96'   | 46.32'  | 11° 05' 17"  | N5° 35' 00"W    | 8.95'        | 4.50'   |
| C4          | 27.14'  | 130.00' | 11° 57' 41"  | S6° 01' 21"E    | 27.09'       | 13.62'  |
| C5          | 10.38'  | 130.00' | 4° 34' 33"   | S2° 14' 46"W    | 10.38'       | 5.19'   |
| C6          | 13.58'  | 170.00' | 4° 34' 33"   | N2° 14' 46"E    | 13.57'       | 6.79'   |
| C7          | 104.85' | 325.00' | 18° 29' 07"  | N13° 42' 38"E   | 104.40'      | 52.89'  |
| C8          | 150.56' | 375.00' | 23° 00' 12"  | S11° 27' 06"W   | 149.55'      | 76.31'  |
| C9          | 16.08'  | 25.00'  | 36° 51' 42"  | S71° 36' 40"W   | 15.81'       | 8.33'   |
| C10         | 210.64' | 528.09' | 22° 51' 12"  | S11° 22' 36"W   | 209.24'      | 106.74' |
| C11         | 21.48'  | 53.50'  | 23° 00' 12"  | N78° 32' 54"W   | 21.34'       | 10.89'  |
| C12         | 60.42'  | 37.00'  | 93° 33' 46"  | N23° 49' 41"W   | 53.93'       | 39.38'  |
| C13         | 113.62' | 283.00' | 23° 00' 12"  | S11° 27' 06"W   | 112.86'      | 57.59'  |
| C14         | 39.27'  | 25.00'  | 90° 00' 00"  | S45° 03' 00"E   | 35.36'       | 25.00'  |
| C15         | 39.27'  | 25.00'  | 90° 00' 00"  | N44° 57' 00"E   | 35.36'       | 25.00'  |
| C16         | 23.56'  | 15.00'  | 90° 00' 00"  | S45° 03' 00"E   | 21.21'       | 15.00'  |
| C17         | 23.56'  | 15.00'  | 90° 00' 00"  | N44° 57' 00"E   | 21.21'       | 15.00'  |
| C18         | 39.27'  | 25.00'  | 90° 00' 00"  | S45° 03' 00"E   | 35.36'       | 25.00'  |
| C19         | 39.27'  | 25.00'  | 90° 00' 00"  | S44° 57' 00"W   | 35.36'       | 25.00'  |
| C20         | 39.27'  | 25.00'  | 90° 00' 00"  | N45° 03' 00"W   | 35.36'       | 25.00'  |
| C21         | 39.27'  | 25.00'  | 90° 00' 00"  | S44° 57' 00"W   | 35.36'       | 25.00'  |
| C22         | 48.29'  | 25.00'  | 110° 40' 23" | N34° 42' 48"W   | 41.13'       | 36.15'  |
| C23         | 23.56'  | 15.00'  | 89° 59' 59"  | N67° 57' 13"E   | 21.21'       | 15.00'  |
| C24         | 23.56'  | 15.00'  | 90° 00' 00"  | S44° 57' 00"W   | 21.21'       | 15.00'  |
| C25         | 23.56'  | 15.00'  | 90° 00' 00"  | N45° 03' 00"W   | 21.21'       | 15.00'  |
| C26         | 39.27'  | 25.00'  | 90° 00' 00"  | S44° 57' 00"W   | 35.36'       | 25.00'  |
| C27         | 23.56'  | 15.00'  | 90° 00' 00"  | S45° 03' 00"E   | 21.21'       | 15.00'  |

| Curve # | Length  | Radius  | Delta        | Chord Direction | Chord Length | Tangent |
|---------|---------|---------|--------------|-----------------|--------------|---------|
| C28     | 23.56'  | 15.00'  | 90° 00' 00"  | N44° 57' 00"E   | 21.21'       | 15.00'  |
| C29     | 23.56'  | 15.00'  | 90° 00' 00"  | N45° 03' 00"W   | 21.21'       | 15.00'  |
| C30     | 39.27'  | 25.00'  | 90° 00' 00"  | N44° 57' 00"E   | 35.36'       | 25.00'  |
| C31     | 39.27'  | 25.00'  | 90° 00' 00"  | N45° 03' 00"W   | 35.36'       | 25.00'  |
| C32     | 23.56'  | 15.00'  | 90° 00' 00"  | S45° 03' 00"E   | 21.21'       | 15.00'  |
| C33     | 23.56'  | 15.00'  | 90° 00' 00"  | S44° 57' 00"W   | 21.21'       | 15.00'  |
| C34     | 39.27'  | 25.00'  | 90° 00' 00"  | S45° 03' 00"E   | 35.36'       | 25.00'  |
| C35     | 39.27'  | 25.00'  | 90° 00' 00"  | S44° 57' 00"W   | 35.36'       | 25.00'  |
| C36     | 23.56'  | 15.00'  | 90° 00' 00"  | S45° 03' 00"E   | 21.21'       | 15.00'  |
| C37     | 23.56'  | 15.00'  | 90° 00' 00"  | N44° 57' 00"E   | 21.21'       | 15.00'  |
| C38     | 39.27'  | 25.00'  | 90° 00' 00"  | S45° 03' 00"E   | 35.36'       | 25.00'  |
| C39     | 9.41'   | 15.00'  | 35° 55' 40"  | S72° 04' 41"E   | 9.25'        | 4.86'   |
| C40     | 40.82'  | 25.00'  | 93° 33' 46"  | N23° 49' 41"W   | 36.44'       | 26.60'  |
| C41     | 24.17'  | 15.00'  | 92° 19' 22"  | S43° 47' 46"W   | 21.64'       | 15.62'  |
| C42     | 22.89'  | 15.00'  | 25° 19' 05"  | N10° 17' 49"E   | 21.91'       | 11.23'  |
| C43     | 48.00'  | 271.00' | 11° 10' 24"  | S17° 51' 30"W   | 48.13'       | 24.16'  |
| C44     | 26.91'  | 15.00'  | 102° 48' 19" | S38° 38' 21"E   | 23.45'       | 18.79'  |
| C45     | 23.17'  | 15.00'  | 86° 29' 29"  | S45° 42' 44"W   | 20.93'       | 14.61'  |
| C46     | 118.44' | 295.00' | 23° 00' 12"  | S11° 27' 06"W   | 117.64'      | 60.03'  |
| C47     | 23.56'  | 15.00'  | 86° 59' 31"  | S45° 02' 45"E   | 21.21'       | 15.00'  |
| C48     | 11.21'  | 15.00'  | 42° 49' 08"  | S68° 32' 55"W   | 10.95'       | 5.88'   |
| C49     | 39.27'  | 25.00'  | 90° 00' 00"  | S44° 57' 15"E   | 35.36'       | 25.00'  |
| C50     | 204.01' | 511.09' | 22° 52' 15"  | N11° 23' 07"W   | 202.66'      | 103.38' |
| C51     | 196.68' | 545.09' | 20° 40' 23"  | S10° 17' 12"W   | 195.61'      | 99.42'  |
| C52     | 16.33'  | 25.00'  | 37° 25' 01"  | N71° 20' 31"W   | 16.04'       | 8.47'   |
| C53     | 14.03'  | 22.40'  | 35° 53' 31"  | S81° 30' 13"E   | 13.80'       | 7.29'   |

REVISIONS:

PREPARED FOR: 11681

PREPARED FOR:

12/20/2019

PRELIMINARY  
PENDING  
AGENCY  
APPROVAL

|                             |                         |
|-----------------------------|-------------------------|
| DATE:<br><b>06/02/17</b>    | DRAWN BY:<br><b>kwk</b> |
| ISSUED:                     | CHECKED BY:             |
| JOB NUMBER:<br><b>17107</b> |                         |
| SHEET #                     |                         |

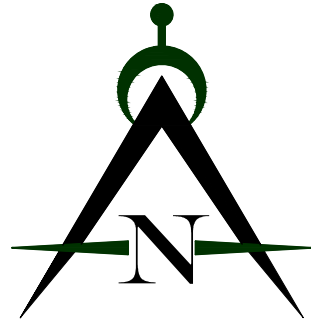
*P101*



**Innovative**  
**Engineering &**  
**Consulting, Inc.**

3361 Perry Boulevard  
Whitestown, IN 46075  
Ph. 317-769-2916  
Fax. 317-769-3880





GRAPHIC SCALE  
( IN FEET )  
1 inch = 40 ft.

LEGEND

- Existing Storm Sewer
- New Storm Sewer
- Existing Sanitary Sewer
- New Sanitary Sewer
- Existing Contour
- Flow Arrow
- Water Main
- Existing Gas Main
- Existing Telephone
- Existing Water Main
- Existing Flowline
- Existing Overhead Utilities
- Sewer Flow Direction
- Indicates Existing Asphalt or Concrete
- New Street Light Pole

LOT SUMMARY:

SINGLE FAMILY  
31'x75' LOTS 22  
36'x80' LOTS 45  
TOTAL 67

TOWNHOMES  
4 UNIT BUILDINGS (9) 36  
5 UNIT BUILDINGS (1) 5  
TOTAL UNITS 41

TOTAL DWELLING UNITS 108

| LOTS 1-22 = TYPE 1                                                                                                                                                                                                                                                                    | TYPE 1 LOTS                                                 | TYPE 2 LOTS                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|
| LOTS 23-67 = TYPE 2                                                                                                                                                                                                                                                                   |                                                             |                                                             |
| MINIMUM LOT WIDTH AT BUILDING LINE                                                                                                                                                                                                                                                    | 31'                                                         | 36'                                                         |
| MINIMUM LOT FRONTAGE ON STREET (1)                                                                                                                                                                                                                                                    | 25'                                                         | 30'                                                         |
| MINIMUM LOT AREA                                                                                                                                                                                                                                                                      | 2,325 SF                                                    | 2,880 SF                                                    |
| MINIMUM FRONT YARD SETBACK (2)                                                                                                                                                                                                                                                        | 3'                                                          | 10'                                                         |
| MINIMUM SIDE YARD SETBACK                                                                                                                                                                                                                                                             | 3'                                                          | 3'                                                          |
| MINIMUM REAR YARD SETBACK                                                                                                                                                                                                                                                             | 5'                                                          | 5'-L105                                                     |
| MAXIMUM BUILDING HEIGHT                                                                                                                                                                                                                                                               | 35'                                                         | 35'-L105                                                    |
| MINIMUM GROSS FLOOR AREA FOR GROUND LEVELS                                                                                                                                                                                                                                            | 1 STORY: 1,200 SF<br>2 STORY: 650 SF<br>1 1/2 STORY: 650 SF | 1 STORY: 1,200 SF<br>2 STORY: 700 SF<br>1 1/2 STORY: 700 SF |
| (1) ON LOTS WHERE THE FRONT OF THE HOUSE FACES COMMON AREA, THE MINIMUM LOT FRONTAGE ON STREET SHALL BE 0'.<br>(2) THE FRONT YARD SETBACK FOR LOTS FRONTING UPON COMMON AREA SHALL BE MEASURED FROM THE PROPERTY LINE ABUTTING THE COMMON AREA OPPOSITE THE GARAGE SIDE OF THE HOUSE. |                                                             |                                                             |
| IN CIRCUMSTANCES WHERE THE DISTANCE BETWEEN TWO RESIDENTIAL STRUCTURES IS LESS THAN 15 FEET THEN THE EXTERNAL MATERIALS ON THE PORTION OF THE STRUCTURES LOCATED WITHIN 15 FEET SHALL CONSIST OF FIRE RETARDANT MATERIALS.                                                            |                                                             |                                                             |

SOIL DESCRIPTIONS:

Br BROOKSTON SILTY CLAY LOAM

SOME OF THIS SOIL IS IN LARGE TRACTS WITHIN WHICH ARE IRREGULARLY SHAPED ISLAND LIKE AREAS OF LIGHTER COLORED SOILS, AND SOME OF IT IS IN DRAINAGE WAYS AND SMALL DEPRESSIONS SURROUNDED BY LIGHTER COLORED SOILS. THE CONTENT OF ORGANIC MATTER IS HIGH IN THIS SOIL. WEETNESS IS THE MAIN LIMITATION THAT AFFECTS USE AND MANAGEMENT.

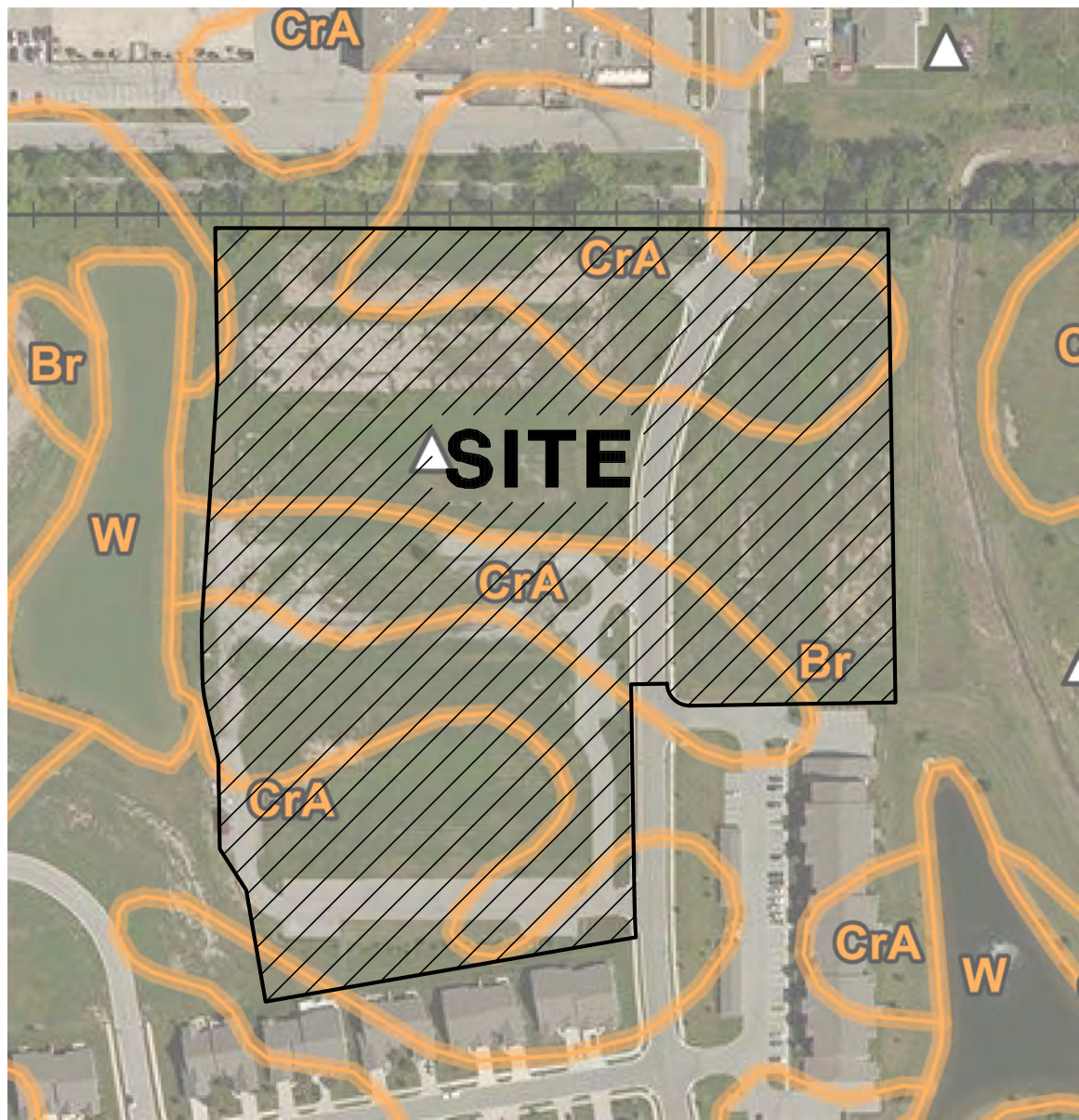
CrA CROSBY SILT LOAM, 0 TO 3% SLOPES

THIS SOIL IS IN LARGE CONTINUOUS AREAS OR SMALL TO LARGE ISLAND LIKE AREAS THAT ARE INTERMINGLED WITH OR SURROUNDED BY POORLY DRAINED SOILS. THE AREAS ARE COMMONLY 10 TO 40 ACRES IN SIZE AND ARE IRREGULAR IN SHAPE. PERMEABILITY IS SLOW IN THIS SOIL. RUNOFF IS SLOW WHERE SLOPES ARE OVER 2 PERCENT, EROSION IS A HAZARD. WEETNESS IS THE MAIN LIMITATION IN USE AND MANAGEMENT.

MmB2 MIAMI SILT LOAM 0 TO 6% SLOPES

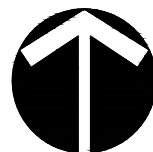
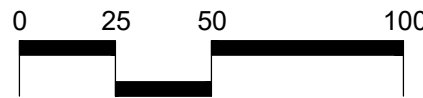
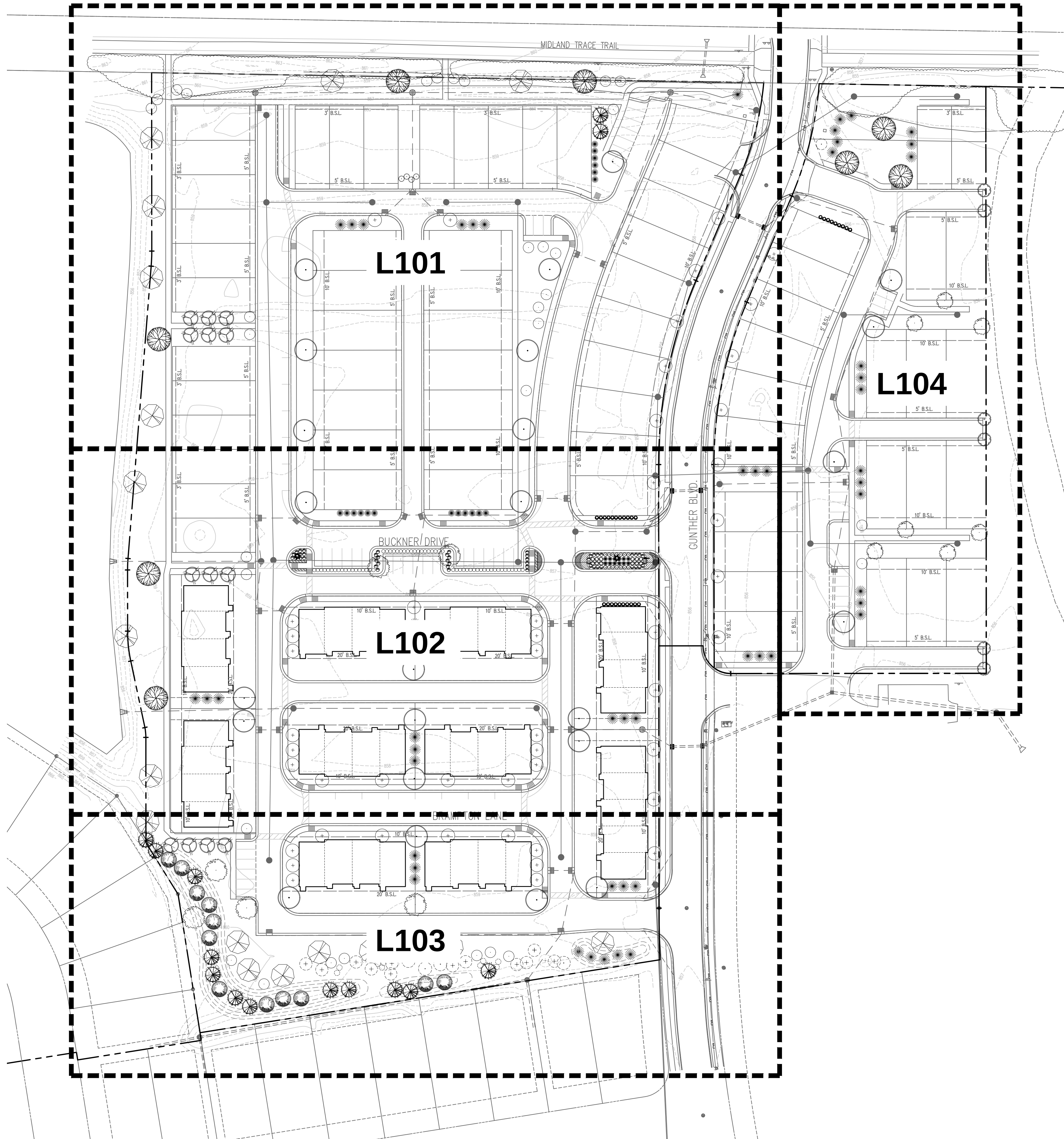
THIS SOIL IS IN TRACTS BETWEEN NEARLY LEVEL SOILS OF UPLANDS AND STEEPER SOILS ADJACENT TO OUTWASH PLAINS AND BOTTOM LANDS. ALSO ON SIDES OF NATURAL DRAINAGE WAYS AND IN ISLAND LIKE AREAS AT SLIGHTLY HIGHER ELEVATION SURROUNDED BY SOMEWHAT POORLY DRAINED SOILS. RUNOFF IS MODERATE; ORGANIC MATTER IS MODERATE. FURTHER EROSION IS A HAZARD IN USE AND MANAGEMENT.

EXISTING OAK MANOR SECTION 1



SOILS MAP





GENERAL LANDSCAPE NOTES:

1. ALL DISTURBED AREAS SHALL BE SEEDED.
2. LOCATIONS OF ALL TREES AND SHRUBS SHALL BE STAKED AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
3. IF DISCREPANCIES ARE FOUND BETWEEN PLANS AND ACTUAL FIELD CONDITIONS, NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY FOR DECISION PRIOR TO COMMENCEMENT OF ANY WORK.
4. REFER TO SHEET L105 FOR PLANT SCHEDULES AND PLANTING DETAILS.

REVISIONS:

DRAWING FILES:

DATE:  
AUGUST 10, 2017  
PROJECT NUMBER:

DRAWN BY: **RAF** CHECKED BY: **RAF**  
SHEET TITLE:

LANDSCAPE PLAN  
SHEET KEY

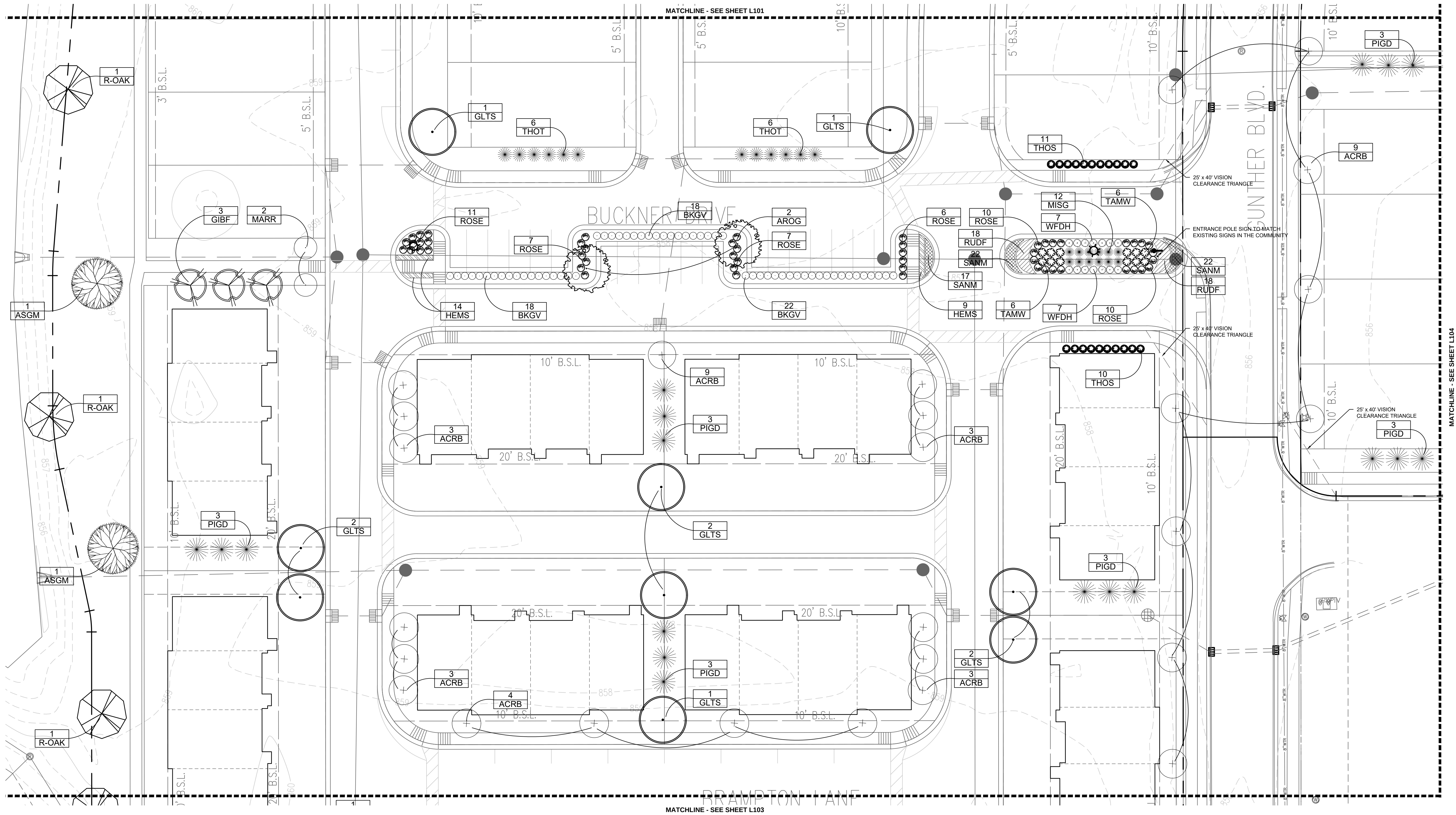
SHEET #:

L100









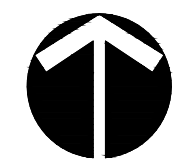
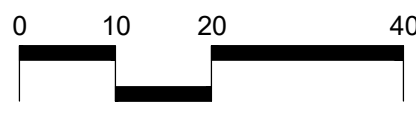
**LANDSCAPE NOTES:**

- ALL TREES SHALL BE PLANTED A MINIMUM OF 4' FROM SIDEWALKS AND 10' FROM STORM LINES.
- REFER TO SHEET L105 FOR PLANT SCHEDULES AND PLANTING DETAILS.

**LOT LANDSCAPING REQUIREMENTS PER PUD:**

IN ADDITION TO THE PLANTINGS SHOWN ON THE LANDSCAPE PLANS, BUILDERS SHALL LANDSCAPE EACH LOT WITH A MINIMUM OF (1) ORNAMENTAL TREE OR EVERGREEN TREE AND SHRUB PLANTINGS AT THE FOLLOWING RATES:

TOWNHOME LOTS: FOUR (4) SHRUBS PER LOT  
31' LOTS: FIVE (5) SHRUBS PER LOT  
36' LOTS: SIX (6) SHRUBS PER LOT



**LANCASHIRE AT OAK MANOR**  
WESTFIELD, INDIANA

PRELIMINARY  
NOT FOR CONSTRUCTION

REVISIONS:

DRAWING FILES:

DATE: AUGUST 10, 2017  
PROJECT NUMBER:

DRAWN BY: RAF  
CHECKED BY: RAF

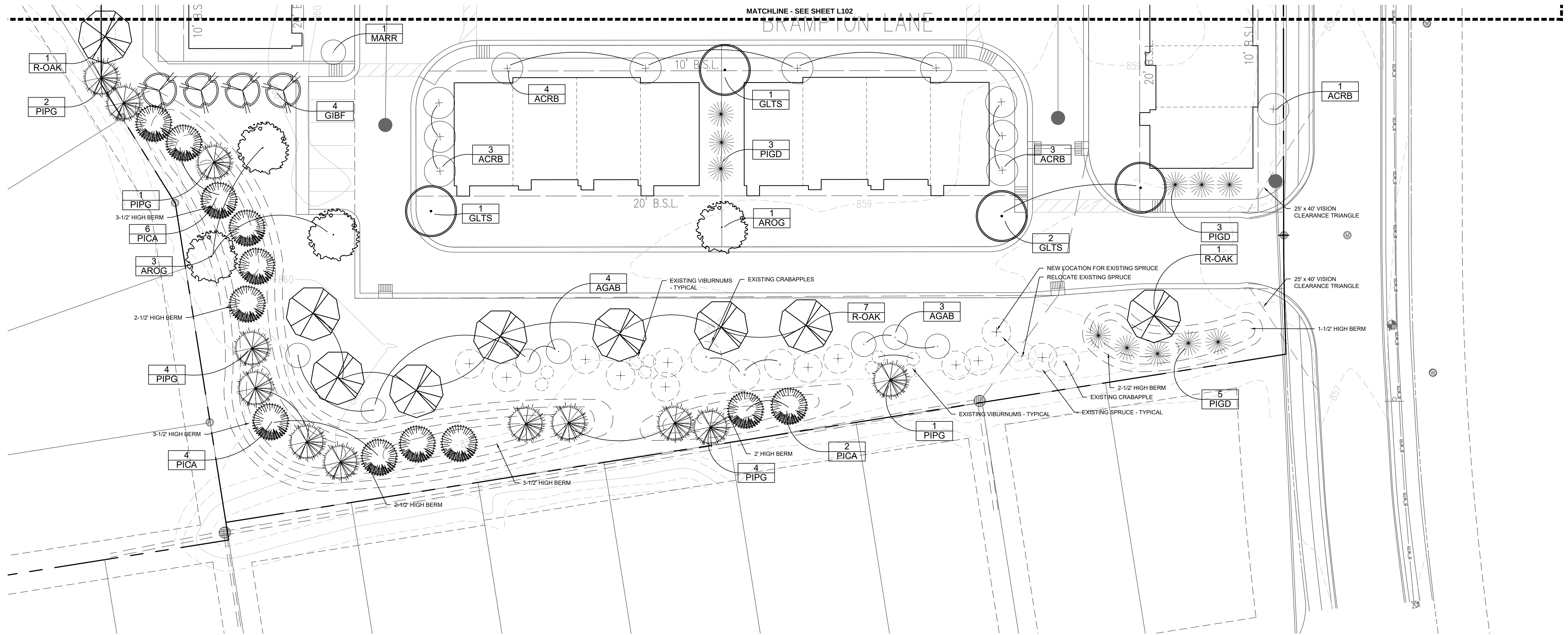
SHEET TITLE:

LANDSCAPE PLAN

SHEET #:

**L102**





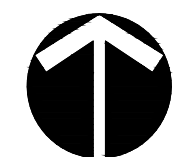
**LANDSCAPE NOTES:**

1. ALL TREES SHALL BE PLANTED A MINIMUM OF 4' FROM SIDEWALKS AND 10' FROM STORM LINES.
2. REFER TO SHEET L105 FOR PLANT SCHEDULES AND PLANTING DETAILS.

**LOT LANDSCAPING REQUIREMENTS PER PUD:**

IN ADDITION TO THE PLANTINGS SHOWN ON THE LANDSCAPE PLANS, BUILDERS SHALL LANDSCAPE EACH LOT WITH A MINIMUM OF (1) ORNAMENTAL TREE OR EVERGREEN TREE AND SHRUB PLANTINGS AT THE FOLLOWING RATES:

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36' LOTS: SIX (6) SHRUBS PER LOT



**LANCASHIRE AT OAK MANOR**  
WESTFIELD, INDIANA

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

REVISIONS:

DRAWING FILES:

DATE: AUGUST 10, 2017  
PROJECT NUMBER:

DRAWN BY: RAF  
CHECKED BY: RAF

SHEET TITLE:

LANDSCAPE PLAN

SHEET #:

**L103**









| Symbol     | Quantity |      |      |      |       | Botanical Name                                | Common Name                          | Spacing  | Size    |
|------------|----------|------|------|------|-------|-----------------------------------------------|--------------------------------------|----------|---------|
|            | L101     | L102 | L103 | L104 | Total |                                               |                                      |          |         |
| Trees      |          |      |      |      |       |                                               |                                      |          |         |
| AGAB       | 0        | 0    | 7    | 6    | 13    | Amelanchier x grandiflora 'Autumn Brilliance' | Clump Autumn Brilliance Serviceberry |          | 6' ht.  |
| ACRB       | 11       | 26   | 11   | 0    | 48    | Acer rubrum 'Bowhall'                         | Bowhall Maple                        |          | 2" cal. |
| AROG       | 0        | 2    | 4    | 0    | 6     | Acer rubrum 'October Glory'                   | October Glory Red Maple              |          | 2" cal. |
| ASGM       | 3        | 2    | 0    | 3    | 8     | Acer saccharum 'Green Mountain'               | Green Mountain Sugar Maple           |          | 2" cal. |
| CERC       | 11       | 0    | 0    | 0    | 11    | Cercis canadensis                             | Eastern Redbud                       |          | 6' ht.  |
| GIBF       | 6        | 3    | 4    | 0    | 13    | Ginkgo biloba 'Fastigiata'                    | Columnar Ginkgo                      |          | 2" cal. |
| GLTS       | 7        | 9    | 4    | 4    | 24    | Gleditsia triacanthos 'Streetkeeper'          | Streetkeeper Honeylocust             |          | 2" cal. |
| MARR       | 9        | 2    | 1    | 2    | 14    | Malus 'Royal Raindrops'                       | Royal Raindrops Crabapple            |          | 2" cal. |
| PICA       | 0        | 0    | 12   | 0    | 12    | Picea abies                                   | Norway Spruce                        |          | 6' ht.  |
| PIPG       | 2        | 0    | 11   | 0    | 13    | Picea pungens glauca                          | Colorado Blue Spruce                 |          | 6' ht.  |
| PIGD       | 7        | 18   | 11   | 17   | 53    | Picea glauca 'Densata'                        | Black Hills Spruce                   |          | 6' ht.  |
| R-OAK      | 6        | 3    | 9    | 0    | 18    | Relocated Oak Trees from Along Gunther Blvd.  |                                      |          |         |
| SRIS       | 0        | 0    | 0    | 7    | 7     | Syringa reticulata 'Ivory Silk'               | Ivory Silk Japanese Tree Lilac       |          | 2" cal. |
| THOS       | 0        | 21   | 0    | 9    | 30    | Thuja occidentalis 'Smaragd'                  | Emerald Green Arborvitae             | 3' o.c.  | 6' ht.  |
| THOT       | 6        | 12   | 0    | 0    | 18    | Thuja occidentalis 'Techny'                   | Mission Arborvitae                   | 6' o.c.  | 6' ht.  |
|            | 68       | 98   | 74   | 48   | 288   | Total Trees                                   |                                      |          |         |
| Shrubs     |          |      |      |      |       |                                               |                                      |          |         |
| BKGV       | 0        | 48   | 0    | 0    | 48    | Buxus x koreana 'Green Velvet'                | Green Velvet Boxwood                 | 3' o.c.  | 18" ht. |
| ROSE       | 0        | 51   | 0    | 0    | 51    | Rosa "Radrazz"                                | Knock Out Rose                       | 3' o.c.  | 3 gal.  |
| TAMW       | 0        | 12   | 0    | 0    | 12    | Taxus x media 'Wardii'                        | Wardi Spreading Yew                  | 4' o.c.  | 18" ht. |
| JUBJ       | 4        | 0    | 0    | 0    | 4     | Viburnum x juddii                             | Judd's Viburnum                      | 5' o.c.  | 5 gal.  |
| WFDH       | 0        | 14   | 0    | 0    | 14    | Weigela florida 'Dark Horse'                  | Dark Horse Weigela                   | 3' o.c.  | 3 gal.  |
| Perennials |          |      |      |      |       |                                               |                                      |          |         |
| HEMS       | 0        | 23   | 0    | 0    | 23    | Heimerocallis 'Stella de Oro'                 | Stella de Oro Daylily                | 24" o.c. | 1 gal.  |
| MISG       | 0        | 12   | 0    | 0    | 12    | Miscanthus sinensis 'Gracillimus'             | Gracillimus Maiden Grass             | 4' o.c.  | 3 gal.  |
| RUDF       | 0        | 36   | 0    | 0    | 36    | Rudbeckia fulgida speciosa                    | Showy Black-Eyed Susan               | 24" o.c. | 1 gal.  |
| SANM       | 0        | 61   | 0    | 0    | 61    | Salvia nemorosa 'Mainacht'                    | May Night Salvia                     | 18" o.c. | 1 gal.  |







## *Westfield City Council Report*

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ordinance Number:</b>    | 17-20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>APC Petition Number:</b> | 1707-PUD-12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Petitioner:</b>          | Innovative Engineering & Consulting, Inc. (the "Petitioner")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Representative:</b>      | 11 <sup>th</sup> Street Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Requested Action:</b>    | An amendment to the Oak Manor Planned Unit Development (PUD) District to allow for residential development.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Current Zoning:</b>      | Oak Manor Planned Unit Development District<br>Underlying Zoning, SF3: Single-Family Medium Density District                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Current Land Use:</b>    | Vacant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Exhibits:</b>            | <ol style="list-style-type: none"><li>1. Staff Report</li><li>2. Location Map</li><li>3. Primary Plat and Landscape Plan</li><li>4. Proposed Ord. 17-18 (Spring Mill Station SEC PUD Amendment)</li><li>5. Character Exhibits</li><li>6. <a href="#">Project Narrative</a></li><li>7. <a href="#">Oak Manor PUD (Original, Ord. 03-37)</a></li><li>8. <a href="#">Neighborhood Meeting Summary</a></li><li>9. <a href="#">Petitioner's Response to Issue List</a></li><li>10. <a href="#">Public Comments</a></li><li>11. APC Certification</li></ol> |
| <b>Prepared by:</b>         | Pam Howard, Associate Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

---

### **PETITION HISTORY**

This petition was introduced at the June 12, 2017, City Council meeting. A public hearing was held for this petition at the July 11, 2017, Advisory Plan Commission (the "Plan Commission") meeting.



The petitioner hosted an informational meeting on June 27, 2017, at the Villages of Oak Manor Clubhouse for neighbors and other interested parties. A summary of that meeting was provided by the petitioner and is included as **Exhibit 7**.

---

## **PROJECT OVERVIEW**

**Location:** The affected section of the Oak Manor PUD District is located south side of the Midland Trace Trail along Gunther Boulevard (see Exhibit 2).

**Property Description:** The Oak Manor PUD (the “Original PUD Ordinance”) was adopted on November 10, 2003. In 2005 a Primary Plat and Development Plan were approved for this site which allowed for a total of 180 condo units in 6 buildings on the Property and an adjacent property. A portion of the Property was included on the Secondary Plat for Section 3A of the Villages of Oak Manor, which was recorded on January 26, 2009.

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

**Uses:** The proposed ordinance incorporates the Primary Plat (see **Exhibit 3**) submitted simultaneously with this petition, and requires substantial compliance with that plan.

**Development Standards Detached Residential:** The proposed ordinance permits detached residential on lot B-1, whereas the Original PUD Ordinance only allows attached residential. Standards are included for two (2) lot types with Minimum Lot Widths of thirty-one (31) and thirty-six (36) feet; and corresponding Minimum Lot Areas of 2,325 and 2,880 square feet respectively.

**Development Standards Attached Residential:** The proposed ordinance reduces the minimum building setback from right-of-way of public street to ten (10) feet, the Original PUD Ordinance requires fifteen (15) feet. Additionally, the proposed ordinance established a maximum height of three (3) stories.

**Additional Development Standards for All Dwellings:** The proposed ordinance prohibits vinyl siding and requires a two (2) car garage for all dwellings within the development. Additionally, the proposed ordinance incorporates character exhibits to depict the intend quality of both the attached and detached homes proposed for the property.

**Architectural Standards for Detached Residential:** The proposed ordinance requires the detached single family lots comply with the Article 6.3: Architectural Standards, of the UDO.

**Landscaping:** The proposed ordinance incorporates the Landscape Plan (see **Exhibit 5**) submitted with the Primary Plat, and requires substantial compliance with that plan. Additionally, the proposed ordinance sets Minimum Lot Landscaping for each of the lot types.



Vision Clearance: The proposed ordinance allows the sight line measurement to be reduced from 40' to 25' for private streets, with approval by the Public Works Department. This is consistent with the current Public Works standard.

---

#### **PETITION UPDATE (8/7/17 APC)**

Since the July 11, 2017, public hearing, the petitioner has revised the proposed ordinance and exhibits to incorporate comments as a result of the Department's review of the proposed ordinance and corresponding Primary Plat and Overall Development Plan. A minimum building height of 2 stories was added, and minimum ground floor area requirements were removed for 1 and 1 ½ story homes. Additional landscaping and berming was added in the common area adjacent to the existing paired patio homes. A standard was also added to address conflicts within the site triangles required by the UDO, the proposed standard is in compliance with Public Works current standard. Additionally, the Primary Plat submitted concurrently with this petition as Petition No. 1707-SPP-08, has been incorporated to act as a character exhibit for the proposed ordinance. Lastly, a standard was added to prohibit vinyl siding as a building material.

#### **PETITION UPDATE (8/21/17 APC)**

Since the August 7 2017, APC meeting, the petitioner has revised the proposed ordinance and exhibits to incorporate comments from that meeting. A maximum building height of three (3) stories was incorporated for the attached dwellings. Additionally, a two (2) car garage requirement was added that applies to all dwellings. Lastly, character exhibits have been incorporated to show the intend quality of both the attached and detached homes proposed for the property.

---

#### **COMPREHENSIVE PLAN**

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

The development policies for "Existing Suburban" encourage avoiding sprawl by developing infill projects that are compatible in style and density with existing neighborhoods, and will not alter the character of the area. Buffering is suggested when adjacent to existing neighborhoods. Suggested development polices for "residential design standards" include encouraging variety while maintaining a distinct character for the neighborhood and considering the open space, and not only lot size, when evaluating the density of a neighborhood.

---



## **PROCEDURAL**

**Public Hearing:** Amendments to Planned Unit Development Districts are required to be considered at a public hearing by the Plan Commission. A public hearing was held for this petition at the July 11, 2017, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

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

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

**Council Introduction:** The petition was introduced at the June 12, 2017, Council meeting.

---

## **RECOMMENDATIONS / ACTIONS**

### **Plan Commission Recommendation**

At its August 21, 2017, meeting, the Plan Commission forwarded a favorable recommendation of this petition to the Council (Vote: 9 in favor, 0 opposed) (see **Exhibit 8**).

### **City Council**

Introduction: June 12, 2017

Eligible for Adoption: August 28, 2017

Submitted by: Pam Howard, Associate Planner  
Economic and Community Development Department



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

---

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, August 21, 2017, to consider an amendment to the Zoning Map and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

|               |                                                                                                                                     |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Docket No.    | 1707-PUD-12                                                                                                                         |
| Ordinance No. | 17-20                                                                                                                               |
| Petitioner    | Innovative Engineering and Consulting, Inc. by 11 <sup>th</sup> Street Development                                                  |
| Description   | The petitioner requests an amendment to the Oak Manor Planned Unit Development (PUD) District to allow for residential development. |

On August 21, 2017, the Plan commission forwarded a favorable recommendation to the City Council regarding this petition (Vote: 9 in favor, 0 opposed).

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

  
Matthew S. Skelton, Secretary

August 22, 2017

Date

**ORDINANCE NO. 17-29**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE  
CITY OF WESTFIELD, INDIANA, APPROVING A DETERMINATION  
TO ENTER INTO A PROPOSED LEASE AND THE ISSUANCE OF BONDS  
AND THE PLEDGE OF CERTAIN REVENUES OF THE CITY  
TO THE PAYMENT OF LEASE RENTALS**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “Council”), is the fiscal body of the City of Westfield, Indiana (the “City”); and

WHEREAS, pursuant to Ordinance No. 16-33, as amended by Ordinance No. 16-40, the City pledged a sufficient amount of LOIT Revenues (as defined herein) to the payment of the Commission’s lease rental payments (the “2016 Lease Obligations”) under a lease dated August 23, 2016 between the Authority, as the lessor, and the Commission, as the lessee (the “2016 Lease”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”) as Lessee, desires to enter into another lease (the “Lease”) with the Westfield Redevelopment Authority (the “Authority”), as lessor to provide for the acquisition and financing and refinancing of certain public facilities more fully described in the Lease (the “Project”); and

WHEREAS, there have been prepared estimates for the cost of the acquisition, construction, improvement, and financing of such Project; and

WHEREAS, the Authority is considering the issuance of one or more series of bonds, in the maximum principal amount of Twenty-Seven Million Dollars (\$27,000,000) (the “Bonds”) to finance and refinance the acquisition of the Project as well as the cost of issuance of the Bonds; and

WHEREAS, the Commission has held a public hearing concerning whether to proceed with the acquisition of the Project and enter into the Lease to finance and refinance the Project; and

WHEREAS, it is in the best interests of the City and its citizens to proceed with the acquisition, financing and refinancing of such Project by the Authority, which will lease said Project to the Commission under terms whereby the Commission will own the leased Project at the end of the lease financing period; and

WHEREAS, pursuant to Indiana Code 36-7-14.5-14, Indiana Code 36-7-14.5-19, Indiana Code 36-7-14-25.1 and Indiana Code 36-7-14-25.2, the Authority and the Commission may not issue bonds or enter into a lease unless it receives the approval of the City fiscal body; and



WHEREAS, it now appears to the Council that the leasing of said Project will satisfy the need for the facilities and that the proposed Lease submitted to the Council with the Authority as lessor and the Commission as lessee, which is incorporated herein, provides for a fair and reasonable rental.

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

Section 1.     Approval of Lease. The terms and conditions of the proposed form of Lease are approved and agreed to as the basis for a determination to enter into the Lease. The maximum term of the lease shall not exceed twenty-five (25) years commencing on the date of the issuance by the Authority of its bonds for the Project. The Commission pursuant to the Lease has a right and option to purchase the Project on any date upon sixty (60) days written notice to the Authority. The annual lease rental shall not exceed One Million Nine Hundred Thousand Dollars (\$1,900,000). The maximum interest rate shall not exceed five percent (5.0%) per annum. The annual lease rental payments shall be payable by the Commission from a pledge pursuant to Indiana Code 6-3.6-6-1 *et. seq.* of distributions of Local Option Income Taxes to be received by the City (the "LOIT Revenues"). The City hereby pledges to the Commission a portion of the City's LOIT Revenues sufficient for the Commission to pay lease rental payments on the Lease as same become due (the "LOIT Pledge"), such pledge to be effective as set forth in Indiana Code 5-1-14-4 without recording this Ordinance or any other instruments. Such LOIT Pledge shall be effective only to the extent and for the term the Commission is obligated to make payments pursuant to the Lease. On or before each payment date under the Lease, the City shall transfer a sufficient amount of LOIT Revenues which shall constitute the pledged amount to enable the Commission to make the payment required by the Lease. The City reasonably believes that on each payment date an amount of LOIT Revenues will be sufficiently available to fully pay such Lease payment as provided in the Lease then due and owing. Upon the final payment of the Commission's payment of its obligations to make payments pursuant to the Lease, the LOIT Pledge of this Section shall expire and no longer be in force and effect. The City reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from LOIT Revenues, in whole or in part, on a parity with the LOIT Pledge for any purpose permitted by law (collectively, "Parity Obligations"); provided, (i) all payments due under the 2016 Lease Obligations and all payments on any Parity Obligations payable from LOIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears; (ii) the City shall have received a certificate prepared by an independent, qualified certified public accountant or feasibility consultant certifying the amount of the LOIT Revenues received in the preceding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental and debt service requirements with respect to the 2016 Lease Obligations and the proposed Parity Obligations for each respective year during the term of the 2016 Lease Obligations and the Parity Obligations, and the City shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Parity Obligations; and (c) payments of any Parity Obligations payable from LOIT Revenues shall be payable semiannually on June 15 and December 15. The terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

Section 2. Parity Obligations Certification. Pursuant to the requirements for entering into Parity Obligations that the City receive a certificate prepared by an independent, qualified certified public accountant or feasibility consultant certifying the amount of the LOIT Revenues received by the City in the preceding year shall be at least equal to one hundred twenty-five percent (125%) of the lease rental requirements with respect to the 2016 Lease Obligations and the proposed Parity Obligations, the City has received and hereby approves and confirms the figures and estimates set forth in the Parity Obligations Report prepared by and received from O.W. Krohn & Associates LLP.

Section 3. Approval of Bonds. The Authority is hereby authorized to issue its Bonds, in one or more series, in a principal amount not to exceed Twenty-Seven Million Dollars (\$27,000,000) for the Project. The Bonds may be subject to optional redemption prior to maturity on such dates and with such redemption terms as determined at the time of the sale of the Bonds and approved by the Authority in the purchase agreement for the Bonds, all upon the advice of the municipal advisor to the Commission and the Authority. The Bonds shall be payable from the Commission's payments to the Authority pursuant to the terms of the Lease.

Section 4. Publication of Determinations. The Commission and the Authority are each hereby authorized to publish notice of such determinations as required by law.

Section 5. Authorization of Other Actions. Any member of the Common Council, the Mayor and the Clerk-Treasurer of the City, and any other officer, employee or agent of the City is hereby authorized and directed, for and on behalf of the City, to execute and deliver any contract, agreement, certificate, instrument or other document and to take any action as such person determines to be necessary or appropriate to accomplish the purposes of this Ordinance, such determination to be conclusively evidenced by such person's execution of such contract, agreement, certificate, instrument or other document or such person's taking of such action..

Section 6. This Ordinance shall be in full force and effect from and after its adoption by the Common Council and approval by the Mayor of the City of Westfield, Indiana.

*[Remainder of page intentionally left blank.]*



ADOPTED AND PASSED THIS \_\_\_\_ DAY OF SEPTEMBER, 2017, BY THE  
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

**WESTFIELD COMMON COUNCIL**  
**Hamilton County, Indiana**

**WESTFIELD COMMON COUNCIL**

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

ATTEST:

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer  
City of Westfield, Indiana

I hereby certify that ORDINANCE 17-29 was delivered to the Mayor of Westfield on the \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_:\_\_\_\_ \_\_.m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 17-29

this \_\_\_\_ day of \_\_\_\_\_, 2017

at \_\_\_\_:\_\_\_\_ \_\_.m.

\_\_\_\_\_  
J. Andrew Cook, Mayor

I hereby VETO Ordinance 17-29

this \_\_\_\_ day of \_\_\_\_\_, 2017

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.



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.

August 28, 2017

\_\_\_\_\_  
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 28 day of August, 2017

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Signatures of Governing Board

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

**Purchase Invoice Register**

City of Westfield

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| Buy-From Vendor No.       | Buy-From Vendor Name               | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                     | Amount           | Check No. | Check Date |
|---------------------------|------------------------------------|-------------|-----------|-----------|-------------------------|---------------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                    |             |           |           |                         |                                 |                  |           |            |
| 101                       | General                            |             |           |           |                         |                                 |                  |           |            |
|                           | <b>Administration</b>              |             |           |           |                         |                                 |                  |           |            |
| VEN000589                 | Duke Energy                        | APP045214   | 8/10/2017 | 101001341 | ADM-ELECTRICITY         | Clinic House                    | 281.32           | 62787     | 8/11/2017  |
| VEN000589                 | Duke Energy                        | APP045214   | 8/10/2017 | 101001341 | ADM-ELECTRICITY         | Redman Parking lot              | 9.40             | 62787     | 8/11/2017  |
| VEN000589                 | Duke Energy                        | APP045214   | 8/10/2017 | 101001341 | ADM-ELECTRICITY         | Farmers Market Parking lot      | 11.08            | 62787     | 8/11/2017  |
| VEN002336                 | Citizens Westfield                 | APP045249   | 8/10/2017 | 101001342 | ADM-WATER/SEWER         | Historical Society              | 70.25            | 62784     | 8/11/2017  |
| VEN002336                 | Citizens Westfield                 | APP045249   | 8/10/2017 | 101001342 | ADM-WATER/SEWER         | Clinic House                    | 72.57            | 62784     | 8/11/2017  |
| VEN002336                 | Citizens Westfield                 | APP045249   | 8/10/2017 | 101001342 | ADM-WATER/SEWER         | City Hall                       | 171.79           | 62784     | 8/11/2017  |
| VEN001062                 | Jack Laurie Floors LLC             | APP045299   | 8/15/2017 | 101001343 | ADM-BUILDING            | City Hall office cleaning       | 500.00           |           |            |
| VEN000589                 | Duke Energy                        | APP045324   | 8/16/2017 | 101001341 | ADM-ELECTRICITY         | Electric                        | 1,061.46         | 62909     | 8/16/2017  |
| VEN000513                 | DavisVision                        | APP045423   | 8/23/2017 | 101001119 | ADM-HEALTH AND DENTAL   | Davis Ins Prem                  | 24.28            | 62916     | 8/23/2017  |
| VEN001537                 | Payroll                            | APP045439   | 8/22/2017 | 101001111 | ADM-SALARY              | sal                             | 8,235.99         | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                            | APP045439   | 8/22/2017 | 101001120 | ADM-FICA AND MEDICARE   | fica                            | 489.72           | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                            | APP045439   | 8/22/2017 | 101001120 | ADM-FICA AND MEDICARE   | med                             | 114.53           | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                            | APP045439   | 8/22/2017 | 101001121 | ADM-PERF                | perf                            | 929.07           | 500000233 | 8/23/2017  |
| VEN000126                 | Anthem Blue Cross Blue Shield      | APP045457   | 8/23/2017 | 101001119 | ADM-HEALTH AND DENTAL   | Anthem corp                     | 2,336.58         | 62915     | 8/23/2017  |
| VEN001653                 | Regions Insurance Inc              | APP045538   | 8/25/2017 | 101001339 | ADM-INSURANCE           | Excess Umbrella Renewal         | 728.21           |           |            |
|                           | <b>Subtotal for Administration</b> |             |           |           |                         |                                 | <b>15,036.25</b> |           |            |
|                           | <b>Police</b>                      |             |           |           |                         |                                 |                  |           |            |
| VEN001062                 | Jack Laurie Floors LLC             | APP045299   | 8/15/2017 | 101002343 | POLICE-BUILDING MAINTEN | PSB office cleaning             | 750.00           |           |            |
| VEN000849                 | Hamilton County Treasurer          | APP045300   | 8/15/2017 | 101002336 | POLICE-DISPATCH SERVICE | 3rd quart inst                  | 159,329.81       | 62910     | 8/16/2017  |
| VEN001942                 | The Uniform House, Inc             | APP045301   | 8/15/2017 | 101002229 | POLICE-UNIFORMS         | Uniform Pants - Martin          | 43.00            |           |            |
| VEN000589                 | Duke Energy                        | APP045324   | 8/16/2017 | 101002341 | POLICE-ELECTRICITY      | Electric                        | 3,576.23         | 62909     | 8/16/2017  |
| VEN002336                 | Citizens Westfield                 | APP045349   | 8/17/2017 | 101002342 | POLICE-WATER/SEWER      | Fire Service Charges            | 92.77            |           |            |
| VEN002035                 | US Uniform and Supply              | APP045351   | 8/17/2017 | 101002229 | POLICE-UNIFORMS         | 5.11 Pants - Abney              | 224.97           |           |            |
| VEN002035                 | US Uniform and Supply              | APP045351   | 8/17/2017 | 101002229 | POLICE-UNIFORMS         | Uniforms - Dine                 | 251.80           |           |            |
| VEN002035                 | US Uniform and Supply              | APP045351   | 8/17/2017 | 101002229 | POLICE-UNIFORMS         | Uniforms - Harrell              | 240.85           |           |            |
| VEN001206                 | L-3 Communication Mobile Vision    | APP045352   | 8/17/2017 | 101002345 | POLICE-EQUIP REPAIR     | BodyVISION Batteries, Clips     | 417.00           |           |            |
| VEN001570                 | PIC Inc                            | APP045353   | 8/17/2017 | 101002360 | POLICE-VEHICLE REPAIR   | CLIP                            | 37.60            |           |            |
| VEN001570                 | PIC Inc                            | APP045353   | 8/17/2017 | 101002360 | POLICE-VEHICLE REPAIR   | Wire, Cable, bolts              | 338.12           |           |            |
| VEN000385                 | Chief Supply                       | APP045354   | 8/17/2017 | 101002472 | POLICE-LEASE EQUIP      | Golf Cart Sirens                | 495.00           |           |            |
| VEN001225                 | Law Enforcement Training Board     | APP045355   | 8/17/2017 | 101002334 | POLICE-TRAVEL/TRAINING/ | Instructor Recertification - Ab | 50.00            |           |            |
| VEN001455                 | Noblesville Police Dept.           | APP045356   | 8/17/2017 | 101002355 | POLICE-K-9 MAINT        | Dog Food                        | 76.36            |           |            |
| VEN006196                 | Yellow Dog Veterinary Clinic       | APP045357   | 8/17/2017 | 101002355 | POLICE-K-9 MAINT        | Exam, Heartworm test - Barti    | 139.93           |           |            |



**Purchase Invoice Register**

City of Westfield

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| Buy-From Vendor No. |                               | Buy-From Vendor Name | Invoice No. | Date      | G/L Acct.               | G/L Account Name             | Description | Amount    | Check No. | Check Date |
|---------------------|-------------------------------|----------------------|-------------|-----------|-------------------------|------------------------------|-------------|-----------|-----------|------------|
| Fund No.            | Fund Name                     |                      |             |           |                         |                              |             |           |           |            |
| 101                 | General                       |                      |             |           |                         |                              |             |           |           |            |
|                     | Police                        |                      |             |           |                         |                              |             |           |           |            |
| VEN001868           | Suzanna K Cable               | APP045358            | 8/17/2017   | 101002349 | POLICE-SERVICES         | Transcripts-Sate vs Joseph C | 681.00      | 62913     | 8/17/2017 |            |
| VEN001868           | Suzanna K Cable               | APP045358            | 8/17/2017   | 101002349 | POLICE-SERVICES         | Transcripts-Sate vs Joseph C | 27.00       | 62913     | 8/17/2017 |            |
| VEN001868           | Suzanna K Cable               | APP045358            | 8/17/2017   | 101002349 | POLICE-SERVICES         | Transcripts-Sate vs Joseph C | 144.00      | 62913     | 8/17/2017 |            |
| VEN001868           | Suzanna K Cable               | APP045358            | 8/17/2017   | 101002349 | POLICE-SERVICES         | Transcripts-Sate vs Joseph C | 81.00       | 62913     | 8/17/2017 |            |
| VEN000648           | Eric Grimes                   | APP045359            | 8/17/2017   | 101002334 | POLICE-TRAVEL/TRAINING/ | Meal Reimbursement Training  | 55.59       |           |           |            |
| VEN001100           | Jeff Swiatkowski              | APP045360            | 8/17/2017   | 101002334 | POLICE-TRAVEL/TRAINING/ | Meal Reimbursement Training  | 79.95       |           |           |            |
| VEN000513           | DavisVision                   | APP045423            | 8/23/2017   | 101002119 | POLICE-HEALTH AND DENT  | Davis Ins Prem               | 472.96      | 62916     | 8/23/2017 |            |
| VEN001537           | Payroll                       | APP045439            | 8/22/2017   | 101002111 | POLICE-SALARY           | sal                          | 141,433.29  | 500000233 | 8/23/2017 |            |
| VEN001537           | Payroll                       | APP045439            | 8/22/2017   | 101002120 | POLICE-FICA AND MEDICAR | fica                         | 8,473.86    | 500000233 | 8/23/2017 |            |
| VEN001537           | Payroll                       | APP045439            | 8/22/2017   | 101002120 | POLICE-FICA AND MEDICAR | med                          | 1,981.86    | 500000233 | 8/23/2017 |            |
| VEN001537           | Payroll                       | APP045439            | 8/22/2017   | 101002121 | POLICE-PERF             | perf                         | 20,926.17   | 500000233 | 8/23/2017 |            |
| VEN000126           | Anthem Blue Cross Blue Shield | APP045457            | 8/23/2017   | 101002119 | POLICE-HEALTH AND DENT  | Anthem corp                  | 48,430.61   | 62915     | 8/23/2017 |            |
| VEN002353           | Boldens Cleaners              | APP045499            | 8/23/2017   | 101002229 | POLICE-UNIFORMS         | Dry Cleaning (7 Weeks)       | 646.75      |           |           |            |
| VEN006222           | SuperFleet Master Card        | APP045500            | 8/23/2017   | 101002226 | POLICE-VEHICLE GAS/SUPP | Vehicle Gas                  | 221.12      |           |           |            |
| VEN001815           | Speedway Superamerica         | APP045501            | 8/23/2017   | 101002226 | POLICE-VEHICLE GAS/SUPP | Vehicle Gas                  | 129.79      |           |           |            |
| VEN000314           | C.A.R. Clinic                 | APP045502            | 8/23/2017   | 101002360 | POLICE-VEHICLE REPAIR   | Vehicle Repairs              | 3,154.82    |           |           |            |
| VEN001367           | Midwest Toxicology Servic     | APP045510            | 8/24/2017   | 101002349 | POLICE-SERVICES         | Drug testing                 | 50.00       |           |           |            |
| VEN001653           | Regions Insurance Inc         | APP045538            | 8/25/2017   | 101002339 | POLICE-INSURANCE        | Excess Umbrella Renewal      | 3,016.87    |           |           |            |
| Subtotal for Police |                               |                      |             |           |                         |                              | 396,070.08  |           |           |            |

**Purchase Invoice Register**

City of Westfield

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| Buy-From Vendor No.                             | Buy-From Vendor Name            | Invoice No. | Date      | G/L Acct. | G/L Account Name       | Description                | Amount    | Check No. | Check Date |
|-------------------------------------------------|---------------------------------|-------------|-----------|-----------|------------------------|----------------------------|-----------|-----------|------------|
| Fund No. Fund Name                              |                                 |             |           |           |                        |                            |           |           |            |
| 101                                             | General                         |             |           |           |                        |                            |           |           |            |
| Economic and Community Development              |                                 |             |           |           |                        |                            |           |           |            |
| VEN000513                                       | DavisVision                     | APP045423   | 8/23/2017 | 101003119 | ECD-HEALTH AND DENTAL  | Davis Ins Prem             | 118.24    | 62916     | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003111 | ECD-SALARY             | sal                        | 22,414.77 | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003111 | ECD-SALARY             | sal                        | 4,134.49  | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003120 | ECD-FICA AND MEDICARE  | fica                       | 1,343.88  | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003120 | ECD-FICA AND MEDICARE  | fica                       | 248.30    | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003120 | ECD-FICA AND MEDICARE  | med                        | 314.28    | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003120 | ECD-FICA AND MEDICARE  | med                        | 58.06     | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003121 | ECD-PERF               | perf                       | 3,182.89  | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101003121 | ECD-PERF               | perf                       | 587.10    | 500000233 | 8/23/2017  |
| VEN000126                                       | Anthem Blue Cross Blue Shield   | APP045457   | 8/23/2017 | 101003119 | ECD-HEALTH AND DENTAL  | Anthem corp                | 9,039.89  | 62915     | 8/23/2017  |
| VEN005717                                       | Background Investigation Bureau | APP045512   | 8/24/2017 | 101003349 | ECD-SERVICES           | Background ck              | 11.95     |           |            |
| VEN001653                                       | Regions Insurance Inc           | APP045538   | 8/25/2017 | 101003339 | ECD-INSURANCE          | Excess Umbrella Renewal    | 312.09    |           |            |
| Subtotal for Economic and Community Development |                                 |             |           |           |                        |                            | 41,765.94 |           |            |
| Parks                                           |                                 |             |           |           |                        |                            |           |           |            |
| VEN005403                                       | BrightView Landscapes LLC       | APP045320   | 8/16/2017 | 101005349 | PARKS-SERVICES         | June maint additions       | 1,128.33  |           |            |
| VEN005403                                       | BrightView Landscapes LLC       | APP045320   | 8/16/2017 | 101005349 | PARKS-SERVICES         | July maint additions       | 1,128.33  |           |            |
| VEN005403                                       | BrightView Landscapes LLC       | APP045321   | 8/16/2017 | 101005349 | PARKS-SERVICES         | July Playground inspection | 1,731.25  |           |            |
| VEN005403                                       | BrightView Landscapes LLC       | APP045321   | 8/16/2017 | 101005349 | PARKS-SERVICES         | June Playground inspection | 1,731.25  |           |            |
| VEN000942                                       | Imagery LLC                     | APP045322   | 8/16/2017 | 101005347 | PARKS-PROMOTION        | Logowear                   | 211.69    |           |            |
| VEN000589                                       | Duke Energy                     | APP045324   | 8/16/2017 | 101005341 | PARKS-ELECTRIC         | Electric                   | 549.08    | 62909     | 8/16/2017  |
| VEN000513                                       | DavisVision                     | APP045423   | 8/23/2017 | 101005119 | PARKS-HEALTH AND DENT  | Davis Ins Prem             | 29.56     | 62916     | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101005111 | PARKS-SALARY           | sal                        | 7,335.49  | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101005119 | PARKS-HEALTH AND DENT  | hsa                        | 166.67    | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101005120 | PARKS-FICA AND MEDICAR | fica                       | 434.69    | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101005120 | PARKS-FICA AND MEDICAR | med                        | 101.67    | 500000233 | 8/23/2017  |
| VEN001537                                       | Payroll                         | APP045439   | 8/22/2017 | 101005121 | PARKS-PERF             | perf                       | 1,041.63  | 500000233 | 8/23/2017  |
| VEN000126                                       | Anthem Blue Cross Blue Shield   | APP045457   | 8/23/2017 | 101005119 | PARKS-HEALTH AND DENT  | Anthem corp                | 2,904.80  | 62915     | 8/23/2017  |
| VEN005717                                       | Background Investigation Bureau | APP045512   | 8/24/2017 | 101005349 | PARKS-SERVICES         | Background ck              | 47.80     |           |            |
| VEN001653                                       | Regions Insurance Inc           | APP045538   | 8/25/2017 | 101005339 | PARKS-INSURANCE        | Excess Umbrella Renewal    | 312.09    |           |            |
| VEN000345                                       | Cave and Company Printing       | APP045572   | 8/25/2017 | 101005337 | PARKS-PRINTING         | Business cards             | 73.20     |           |            |
| Subtotal for Parks                              |                                 |             |           |           |                        |                            | 18,927.53 |           |            |



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| Buy-From Vendor No. | Buy-From Vendor Name                | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description             | Amount           | Check No. | Check Date |
|---------------------|-------------------------------------|-------------|-----------|-----------|-------------------------|-------------------------|------------------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>                    |             |           |           |                         |                         |                  |           |            |
| 101                 | General                             |             |           |           |                         |                         |                  |           |            |
|                     | <b>Informatics</b>                  |             |           |           |                         |                         |                  |           |            |
| VEN002050           | Verizon Wireless                    | APP045244   | 8/10/2017 | 101007332 | IT-CELLULAR/PAGERS/MOBI | EMS Heart monitors      | 42.34            | 62789     | 8/11/2017  |
| VEN000513           | DavisVision                         | APP045423   | 8/23/2017 | 101007119 | IT-HEALTH AND DENTAL    | Davis Ins Prem          | 59.12            | 62916     | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101007111 | IT-SALARY               | sal                     | 14,294.14        | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101007120 | IT-FICA AND MEDICARE    | fica                    | 842.04           | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101007120 | IT-FICA AND MEDICARE    | med                     | 196.94           | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101007121 | IT-PERF                 | perf                    | 2,029.77         | 500000233 | 8/23/2017  |
| VEN002209           | SBS Group                           | APP045453   | 8/23/2017 | 101007331 | IT-CONSULTING           | IPM uninstall followup  | 48.75            |           |            |
| VEN002213           | Open Control Systems                | APP045456   | 8/23/2017 | 101007349 | IT-SERVICES             | Police Chief Conference | 569.00           |           |            |
| VEN000126           | Anthem Blue Cross Blue Shield       | APP045457   | 8/23/2017 | 101007119 | IT-HEALTH AND DENTAL    | Anthem corp             | 6,261.83         | 62915     | 8/23/2017  |
| VEN001653           | Regions Insurance Inc               | APP045538   | 8/25/2017 | 101007339 | IT-INSURANCE            | Excess Umbrella Renewal | 312.09           |           |            |
|                     | <b>Subtotal for Informatics</b>     |             |           |           |                         |                         | <b>24,656.02</b> |           |            |
|                     | <b>Clerk Treasurer</b>              |             |           |           |                         |                         |                  |           |            |
| VEN001000           | Indianapolis Star                   | APP045302   | 8/15/2017 | 101008338 | CT-LEGAL NOTICES        | Ordiance and Resolution | 157.24           |           |            |
| VEN004297           | ADP-Payroll                         | APP045323   | 8/16/2017 | 101008331 | CT-CONSULTING           | Aug processing charges  | 5,296.00         | 500000232 | 8/16/2017  |
| VEN000513           | DavisVision                         | APP045423   | 8/23/2017 | 101008119 | CT-HEALTH AND DENTAL    | Davis Ins Prem          | 65.98            | 62916     | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101008111 | CT-SALARY               | sal                     | 15,769.56        | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101008120 | CT-FICA AND MEDICARE    | fica                    | 920.96           | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101008120 | CT-FICA AND MEDICARE    | med                     | 215.32           | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101008121 | CT-PERF                 | perf                    | 1,852.04         | 500000233 | 8/23/2017  |
| VEN000126           | Anthem Blue Cross Blue Shield       | APP045457   | 8/23/2017 | 101008119 | CT-HEALTH AND DENTAL    | Anthem corp             | 3,977.42         | 62915     | 8/23/2017  |
| VEN001653           | Regions Insurance Inc               | APP045538   | 8/25/2017 | 101008339 | CT-INSURANCE            | Excess Umbrella Renewal | 312.09           |           |            |
|                     | <b>Subtotal for Clerk Treasurer</b> |             |           |           |                         |                         | <b>28,566.61</b> |           |            |
|                     | <b>Mayor</b>                        |             |           |           |                         |                         |                  |           |            |
| VEN000513           | DavisVision                         | APP045423   | 8/23/2017 | 101009119 | MAYOR-HEALTH AND DENT   | Davis Ins Prem          | 12.14            | 62916     | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101009111 | MAYOR-SALARY            | sal                     | 4,244.77         | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101009120 | MAYOR- FICA AND MEDICA  | fica                    | 258.34           | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101009120 | MAYOR- FICA AND MEDICA  | med                     | 60.42            | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                             | APP045439   | 8/22/2017 | 101009121 | MAYOR-PERF              | perf                    | 602.76           | 500000233 | 8/23/2017  |
| VEN000126           | Anthem Blue Cross Blue Shield       | APP045457   | 8/23/2017 | 101009119 | MAYOR-HEALTH AND DENT   | Anthem corp             | 1,217.57         | 62915     | 8/23/2017  |
|                     | <b>Subtotal for Mayor</b>           |             |           |           |                         |                         | <b>6,396.00</b>  |           |            |

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| Buy-From Vendor No.       | Buy-From Vendor Name             | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                   | Amount            | Check No. | Check Date |
|---------------------------|----------------------------------|-------------|-----------|-----------|-------------------------|-------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b> |                                  |             |           |           |                         |                               |                   |           |            |
| 101                       | General                          |             |           |           |                         |                               |                   |           |            |
|                           | <b>Public Works</b>              |             |           |           |                         |                               |                   |           |            |
| VEN000589                 | Duke Energy                      | APP045251   | 8/11/2017 | 101013341 | PW-ELECTRIC             | Jersey St                     | 76.49             | 62788     | 8/11/2017  |
| VEN001062                 | Jack Laurie Floors LLC           | APP045299   | 8/15/2017 | 101013343 | PW-BLDG MAINT           | City Services office cleaning | 2,850.00          |           |            |
| VEN000589                 | Duke Energy                      | APP045324   | 8/16/2017 | 101013341 | PW-ELECTRIC             | Electric                      | 3,850.02          | 62909     | 8/16/2017  |
| VEN000589                 | Duke Energy                      | APP045345   | 8/17/2017 | 101013341 | PW-ELECTRIC             | 151st                         | 104.79            | 62911     | 8/17/2017  |
| VEN002048                 | Vectren                          | APP045346   | 8/17/2017 | 101013349 | PW-CONTRACTUAL SERVIC   | 151st                         | 16.64             | 62912     | 8/17/2017  |
| VEN000513                 | DavisVision                      | APP045423   | 8/23/2017 | 101013119 | PW-HEALTH AND DENTAL    | Davis Ins Prem                | 338.88            | 62916     | 8/23/2017  |
| VEN001537                 | Payroll                          | APP045439   | 8/22/2017 | 101013111 | PW-SALARY               | sal                           | 64,581.90         | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                          | APP045439   | 8/22/2017 | 101013119 | PW-HEALTH AND DENTAL    | hsa                           | 333.32            | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                          | APP045439   | 8/22/2017 | 101013120 | PW-FICA AND MEDICARE    | fica                          | 3,807.07          | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                          | APP045439   | 8/22/2017 | 101013120 | PW-FICA AND MEDICARE    | med                           | 890.35            | 500000233 | 8/23/2017  |
| VEN001537                 | Payroll                          | APP045439   | 8/22/2017 | 101013121 | PW-PERF                 | perf                          | 9,064.30          | 500000233 | 8/23/2017  |
| VEN000365                 | Chapman Electric Supply          | APP045450   | 8/23/2017 | 101013224 | PW-OPERATING SUPPLIES   | SYL20586-FT40DL/841/RS/E      | 118.92            |           |            |
| VEN005918                 | Working Persons Store            | APP045455   | 8/23/2017 | 101013229 | PW-UNIFORMS             | Boots                         | 133.20            |           |            |
| VEN000126                 | Anthem Blue Cross Blue Shield    | APP045457   | 8/23/2017 | 101013119 | PW-HEALTH AND DENTAL    | Anthem corp                   | 36,508.66         | 62915     | 8/23/2017  |
| VEN005717                 | Background Investigation Bureau  | APP045512   | 8/24/2017 | 101013342 | PW-WATER/SEWER          | Background ck                 | 23.90             |           |            |
| VEN001653                 | Regions Insurance Inc            | APP045538   | 8/25/2017 | 101013339 | PW-INSURANCE            | Excess Umbrella Renewal       | 1,664.48          |           |            |
| VEN006224                 | Justin Jones                     | APP045547   | 8/25/2017 | 101013334 | PW-TRAVEL/TRAINING/SEMI | CDL license                   | 19.00             |           |            |
| VEN000183                 | Bam Tree Company                 | APP045552   | 8/25/2017 | 101013349 | PW-CONTRACTUAL SERVIC   | Carey Rd tree removal         | 1,975.00          |           |            |
| VEN003051                 | Bentley Systems                  | APP045557   | 8/25/2017 | 101013451 | PW-COMPUTER EQUIPMEN    | Open Rds Designer             | 1,510.50          |           |            |
|                           | <b>Subtotal for Public Works</b> |             |           |           |                         |                               | <b>127,867.42</b> |           |            |



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| Buy-From Vendor No. | Buy-From Vendor Name          | Invoice No. | Date      | G/L Acct. | G/L Account Name       | Description                 | Amount     | Check No. | Check Date |
|---------------------|-------------------------------|-------------|-----------|-----------|------------------------|-----------------------------|------------|-----------|------------|
| Fund No.            | Fund Name                     |             |           |           |                        |                             |            |           |            |
| 101                 | General                       |             |           |           |                        |                             |            |           |            |
|                     | Communications                |             |           |           |                        |                             |            |           |            |
| VEN000513           | DavisVision                   | APP045423   | 8/23/2017 | 101020119 | COMM-INSURANCE         | Davis Ins Prem              | 17.42      | 62916     | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101020111 | COMM-SALARY            | sal                         | 4,547.57   | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101020120 | COMM-FICA              | fica                        | 271.68     | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101020120 | COMM-FICA              | med                         | 63.54      | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101020121 | COMM-PERF              | perf                        | 645.76     | 500000233 | 8/23/2017  |
| VEN000126           | Anthem Blue Cross Blue Shield | APP045457   | 8/23/2017 | 101020119 | COMM-INSURANCE         | Anthem corp                 | 2,325.00   | 62915     | 8/23/2017  |
| VEN000345           | Cave and Company Printing     | APP045572   | 8/25/2017 | 101020337 | COMM-PRINTING          | Samples                     | 381.60     |           |            |
| VEN000345           | Cave and Company Printing     | APP045573   | 8/25/2017 | 101020337 | COMM-PRINTING          | Safety Festival             | 14.32      |           |            |
| VEN000345           | Cave and Company Printing     | APP045573   | 8/25/2017 | 101020337 | COMM-PRINTING          | WW Ride Assist Cards        | 73.56      |           |            |
| VEN002273           | Commercial Artisan            | APP045574   | 8/25/2017 | 101020331 | COMM- CONSULT          | Voices from the Past Banner | 825.00     |           |            |
| VEN002273           | Commercial Artisan            | APP045574   | 8/25/2017 | 101020331 | COMM- CONSULT          | Safety Festival Banner      | 2,100.00   |           |            |
| VEN004767           | Triple R Marketing and Sales  | APP045575   | 8/25/2017 | 101020347 | COMM-PROMOTIONS        | Promotional items           | 3,888.69   |           |            |
|                     | Subtotal for Communications   |             |           |           |                        |                             | 15,154.14  |           |            |
|                     | Customer Service              |             |           |           |                        |                             |            |           |            |
| VEN000513           | DavisVision                   | APP045423   | 8/23/2017 | 101021119 | CUST SERVICE- INSURANC | Davis Ins Prem              | 17.42      | 62916     | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101021111 | CUST SERVICE- SAL      | sal                         | 7,439.59   | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101021120 | CUSTOMER SERV- FICA ME | fica                        | 448.79     | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101021120 | CUSTOMER SERV- FICA ME | med                         | 104.95     | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101021121 | CUSTOMER SERV- PERF    | perf                        | 1,056.41   | 500000233 | 8/23/2017  |
| VEN000126           | Anthem Blue Cross Blue Shield | APP045457   | 8/23/2017 | 101021119 | CUST SERVICE- INSURANC | Anthem corp                 | 1,698.81   | 62915     | 8/23/2017  |
|                     | Subtotal for Customer Service |             |           |           |                        |                             | 10,765.97  |           |            |
|                     | Human Resources               |             |           |           |                        |                             |            |           |            |
| VEN000513           | DavisVision                   | APP045423   | 8/23/2017 | 101022119 | HR- INSURANCE          | Davis Ins Prem              | 24.28      | 62916     | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101022111 | HR - SAL               | sal                         | 4,574.83   | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101022120 | HR- FICA MED           | fica                        | 269.66     | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101022120 | HR- FICA MED           | med                         | 63.06      | 500000233 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045439   | 8/22/2017 | 101022121 | HR - PERF              | perf                        | 649.63     | 500000233 | 8/23/2017  |
| VEN000126           | Anthem Blue Cross Blue Shield | APP045457   | 8/23/2017 | 101022119 | HR- INSURANCE          | Anthem corp                 | 2,962.77   | 62915     | 8/23/2017  |
|                     | Subtotal for Human Resources  |             |           |           |                        |                             | 8,544.23   |           |            |
|                     | Subtotal for Fund 101 General |             |           |           |                        |                             | 693,750.19 |           |            |

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| Buy-From Vendor No.                               | Buy-From Vendor Name         | Invoice No. | Date      | G/L Acct. | G/L Account Name        | Description                   | Amount     | Check No. | Check Date |
|---------------------------------------------------|------------------------------|-------------|-----------|-----------|-------------------------|-------------------------------|------------|-----------|------------|
| Fund No. Fund Name                                |                              |             |           |           |                         |                               |            |           |            |
| 201                                               | Motor Vehicle Highway (MVH)  |             |           |           |                         |                               |            |           |            |
|                                                   | Public Works                 |             |           |           |                         |                               |            |           |            |
| VEN000989                                         | Indiana Traffic Services LLC | APP045303   | 8/15/2017 | 201013378 | MVH-STREET STRIPING     | 2017 Street Striping Project  | 3,183.85   |           |            |
| VEN004236                                         | RejuvTec                     | APP045304   | 8/15/2017 | 201013433 | MVH-INFRASTRUCTURE RE   | 2017 Preservative Seal Projec | 84,543.40  |           |            |
| VEN000589                                         | Duke Energy                  | APP045324   | 8/16/2017 | 201013341 | MVH-ELECTRIC            | Electric                      | 2,157.71   | 62909     | 8/16/2017  |
| VEN001731                                         | Sagamore Ready Mix LLC       | APP045454   | 8/23/2017 | 201013349 | MVH-SERVICES            | Sitework                      | 2,928.00   |           |            |
| VEN002116                                         | Westfield Tire and Muffler   | APP045540   | 8/25/2017 | 201013345 | MVH-EQUIP REPAIR        | Loose tire repair             | 20.00      |           |            |
| VEN005243                                         | Franklin Equipment           | APP045542   | 8/25/2017 | 201013345 | MVH-EQUIP REPAIR        | Broom ride on sweeper         | 1,870.00   |           |            |
| VEN005403                                         | BrightView Landscapes LLC    | APP045543   | 8/25/2017 | 201013349 | MVH-SERVICES            | Bridgewater sign enhanceme    | 3,700.00   |           |            |
| VEN002123                                         | Westfield-Washington Schools | APP045545   | 8/25/2017 | 201013226 | MVH-VEHICLE GAS/ SUPPLI | Diesel for June and July      | 1,120.70   |           |            |
| VEN002706                                         | KJM Trucking Inc             | APP045548   | 8/25/2017 | 201013231 | MVH-SUBGRADE MATERIAL   | Maint                         | 3,313.58   |           |            |
| VEN001044                                         | Irving Materials             | APP045549   | 8/25/2017 | 201013231 | MVH-SUBGRADE MATERIAL   | Stone                         | 445.45     |           |            |
| VEN001044                                         | Irving Materials             | APP045549   | 8/25/2017 | 201013231 | MVH-SUBGRADE MATERIAL   | Stone                         | 293.43     |           |            |
| VEN000021                                         | ABC Cutting Contractors Inc  | APP045553   | 8/25/2017 | 201013349 | MVH-SERVICES            | Diesel slab sawing            | 275.00     |           |            |
| VEN001778                                         | Shelby Materials             | APP045554   | 8/25/2017 | 201013232 | MVH-STONE               | Centenial                     | 375.00     |           |            |
| VEN001731                                         | Sagamore Ready Mix LLC       | APP045556   | 8/25/2017 | 201013349 | MVH-SERVICES            | Stone                         | 915.00     |           |            |
| VEN001758                                         | SealMaster Indianapolis      | APP045559   | 8/25/2017 | 201013433 | MVH-INFRASTRUCTURE RE   | Crackmaster                   | 2,100.00   |           |            |
| VEN001716                                         | Runyon Equipment Rental      | APP045560   | 8/25/2017 | 201013349 | MVH-SERVICES            | Shop                          | 165.95     |           |            |
| VEN001716                                         | Runyon Equipment Rental      | APP045562   | 8/25/2017 | 201013472 | MVH-EQUIP               | Light Plant                   | 75.00      |           |            |
| Subtotal for Public Works                         |                              |             |           |           |                         |                               | 107,482.07 |           |            |
| Subtotal for Fund 201 Motor Vehicle Highway (MVH) |                              |             |           |           |                         |                               | 107,482.07 |           |            |
| Fund No. Fund Name                                |                              |             |           |           |                         |                               |            |           |            |
| 202                                               | Local Road and Street (LRS)  |             |           |           |                         |                               |            |           |            |
|                                                   | Public Works                 |             |           |           |                         |                               |            |           |            |
| VEN006186                                         | TrafficGuard Direct Inc      | APP045452   | 8/23/2017 | 202013228 | LRS-SIGNS AND POSTS     | Grand Park Path               | 3,719.00   |           |            |
| VEN004182                                         | The Hoosier Co               | APP045546   | 8/25/2017 | 202013228 | LRS-SIGNS AND POSTS     | Crosswalk signs               | 6,950.00   |           |            |
| Subtotal for Public Works                         |                              |             |           |           |                         |                               | 10,669.00  |           |            |
| Subtotal for Fund 202 Local Road and Street (LRS) |                              |             |           |           |                         |                               | 10,669.00  |           |            |



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|---------------------------------------------|---------------------------------|-------------|-----------|-----------|------------------------|---------------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>                   |                                 |             |           |           |                        |                                 |                   |           |            |
| <b>203 Fire Operating</b>                   |                                 |             |           |           |                        |                                 |                   |           |            |
| <b>Fire</b>                                 |                                 |             |           |           |                        |                                 |                   |           |            |
| VEN002336                                   | Citizens Westfield              | APP045247   | 8/10/2017 | 203012328 | FIRE-GAS/HEAT          | Sta 83                          | 86.03             | 62782     | 8/11/2017  |
| VEN002336                                   | Citizens Westfield              | APP045248   | 8/10/2017 | 203012342 | FIRE-WATER/SEWER       | Sta 83                          | 442.84            | 62783     | 8/11/2017  |
| VEN000849                                   | Hamilton County Treasurer       | APP045300   | 8/15/2017 | 203012336 | FIRE-DISPATCH SERVICE  | 3rd quart inst                  | 53,109.94         | 62910     | 8/16/2017  |
| VEN000589                                   | Duke Energy                     | APP045324   | 8/16/2017 | 203012341 | FIRE-ELECTRIC          | Electric                        | 1,052.61          | 62909     | 8/16/2017  |
| VEN000589                                   | Duke Energy                     | APP045324   | 8/16/2017 | 203012341 | FIRE-ELECTRIC          | Electric                        | 946.27            | 62909     | 8/16/2017  |
| VEN000589                                   | Duke Energy                     | APP045324   | 8/16/2017 | 203012341 | FIRE-ELECTRIC          | Electric                        | 3,576.23          | 62909     | 8/16/2017  |
| VEN000589                                   | Duke Energy                     | APP045324   | 8/16/2017 | 203012346 | FIRE-TORNADO SIREN     | Electric                        | 65.80             | 62909     | 8/16/2017  |
| VEN000781                                   | Global Emergency Products       | APP045333   | 8/17/2017 | 203012360 | FIRE-VEHICLE MAINT     | E81 radiator, etc.              | 2,993.75          |           |            |
| VEN001587                                   | Power Train                     | APP045338   | 8/17/2017 | 203012360 | FIRE-VEHICLE MAINT     | Oil pan gasket for Carmel lad   | 24.92             |           |            |
| VEN001846                                   | Stoops Freightliner             | APP045339   | 8/17/2017 | 203012360 | FIRE-VEHICLE MAINT     | Filter Element for Carmel Lad   | 17.12             |           |            |
| VEN005006                                   | Team Pride Athletic Apparel     | APP045341   | 8/17/2017 | 203012229 | FIRE-UNIFORMS          | Shirts for Nikki and Lucy       | 173.46            |           |            |
| VEN006182                                   | Triple S tire Co                | APP045342   | 8/17/2017 | 203012360 | FIRE-VEHICLE MAINT     | L81 tire rotation               | 100.00            |           |            |
| VEN002048                                   | Vectren                         | APP045347   | 8/17/2017 | 203012328 | FIRE-GAS/HEAT          | Sta 82                          | 64.16             | 62912     | 8/17/2017  |
| VEN002336                                   | Citizens Westfield              | APP045349   | 8/17/2017 | 203012342 | FIRE-WATER/SEWER       | Stored Water for Station 82     | 92.00             |           |            |
| VEN000513                                   | DavisVision                     | APP045423   | 8/23/2017 | 203012119 | FIRE-HEALTH AND DENTAL | Davis Ins Prem                  | 731.60            | 62916     | 8/23/2017  |
| VEN001537                                   | Payroll                         | APP045439   | 8/22/2017 | 203012111 | FIRE-SALARY            | sal                             | 199,642.59        | 500000233 | 8/23/2017  |
| VEN001537                                   | Payroll                         | APP045439   | 8/22/2017 | 203012119 | FIRE-HEALTH AND DENTAL | hsa                             | 333.34            | 500000233 | 8/23/2017  |
| VEN001537                                   | Payroll                         | APP045439   | 8/22/2017 | 203012120 | FIRE-FICA AND MEDICARE | fica                            | 11,827.43         | 500000233 | 8/23/2017  |
| VEN001537                                   | Payroll                         | APP045439   | 8/22/2017 | 203012120 | FIRE-FICA AND MEDICARE | med                             | 2,766.13          | 500000233 | 8/23/2017  |
| VEN001537                                   | Payroll                         | APP045439   | 8/22/2017 | 203012121 | FIRE-PERF              | perf                            | 30,711.97         | 500000233 | 8/23/2017  |
| VEN002213                                   | Open Control Systems            | APP045443   | 8/23/2017 | 203012472 | FIRE-EQUIP             | Motorola Tone upgrade           | 16,290.00         |           |            |
| VEN000682                                   | Fastenal                        | APP045446   | 8/23/2017 | 203012360 | FIRE-VEHICLE MAINT     |                                 | 6.00              |           |            |
| VEN001678                                   | Road Solutions Inc              | APP045447   | 8/23/2017 | 203012360 | FIRE-VEHICLE MAINT     | 50lbs dynamite orange burst     | 88.44             |           |            |
| VEN000483                                   | Cummins Crosspoint LLC          | APP045448   | 8/23/2017 | 203012360 | FIRE-VEHICLE MAINT     | Tensioner Belt, Pulley, Idler-L | 319.89            |           |            |
| VEN005980                                   | Fire Services Inc               | APP045451   | 8/23/2017 | 203012360 | FIRE-VEHICLE MAINT     | Parts for Ladder 81             | 4,434.85          |           |            |
| VEN000126                                   | Anthem Blue Cross Blue Shield   | APP045457   | 8/23/2017 | 203012119 | FIRE-HEALTH AND DENTAL | Anthem corp                     | 76,877.86         | 62915     | 8/23/2017  |
| VEN005717                                   | Background Investigation Bureau | APP045512   | 8/24/2017 | 203012349 | FIRE-SERVICES          | Background ck                   | 23.90             |           |            |
| VEN001653                                   | Regions Insurance Inc           | APP045538   | 8/25/2017 | 203012339 | FIRE-INSURANCE         | Excess Umbrella Renewal         | 1,768.51          |           |            |
| <b>Subtotal for Fire</b>                    |                                 |             |           |           |                        |                                 | <b>408,567.64</b> |           |            |
| <b>Subtotal for Fund 203 Fire Operating</b> |                                 |             |           |           |                        |                                 | <b>408,567.64</b> |           |            |

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| Buy-From Vendor No.                                             | Buy-From Vendor Name                      | Invoice No. | Date      | G/L Acct. | G/L Account Name       | Description                    | Amount       | Check No. | Check Date |
|-----------------------------------------------------------------|-------------------------------------------|-------------|-----------|-----------|------------------------|--------------------------------|--------------|-----------|------------|
| Fund No. Fund Name                                              |                                           |             |           |           |                        |                                |              |           |            |
| 206                                                             | Parks Programming/Events                  |             |           |           |                        |                                |              |           |            |
| Parks                                                           |                                           |             |           |           |                        |                                |              |           |            |
| VEN005716                                                       | Peter Erotas                              | APP045507   | 8/24/2017 | 206005347 | PARKS PROGRAM/PROMOT   | Reim Peter                     | 17.39        |           |            |
| VEN001548                                                       | Pepsi                                     | APP045509   | 8/24/2017 | 206005347 | PARKS PROGRAM/PROMOT   | WR4                            | 155.50       |           |            |
| VEN006217                                                       | Metzli Trio                               | APP045537   | 8/25/2017 | 206005347 | PARKS PROGRAM/PROMOT   | Entertainment Act for Amigos   | 300.00       |           |            |
| Subtotal for Parks                                              |                                           |             |           |           |                        |                                | 472.89       |           |            |
| Subtotal for Fund 206 Parks Programming/Events                  |                                           |             |           |           |                        |                                | 472.89       |           |            |
| Fund No. Fund Name                                              |                                           |             |           |           |                        |                                |              |           |            |
| 264                                                             | Road and Street Improvement (Road Impact) |             |           |           |                        |                                |              |           |            |
| Public Works                                                    |                                           |             |           |           |                        |                                |              |           |            |
| VEN002019                                                       | United Consulting Engineers               | APP045387   | 8/21/2017 | 264013349 | ROAD IMPACT-SERVICES   | CE Ramp                        | 2,449.96     |           |            |
| VEN001657                                                       | Renascent Inc                             | APP045535   | 8/25/2017 | 264013349 | ROAD IMPACT-SERVICES   | Junction Demo Phase II - DW    | 51,175.00    |           |            |
| VEN001657                                                       | Renascent Inc                             | APP045535   | 8/25/2017 | 264013349 | ROAD IMPACT-SERVICES   | Addition of 141 S. Union Stree | 7,845.00     |           |            |
| VEN000961                                                       | Indiana Dept Of Transportation            | APP045536   | 8/25/2017 | 264013349 | ROAD IMPACT-SERVICES   | Towne Road - 156th to 166th    | 1,193,300.00 |           |            |
| VEN006220                                                       | Steve Douglas Gunn                        | APP045541   | 8/25/2017 | 264013349 | ROAD IMPACT-SERVICES   | Monon 5 R_W Acquisition - Pa   | 354,705.17   |           |            |
| VEN006220                                                       | Steve Douglas Gunn                        | APP045564   | 8/25/2017 | 264013349 | ROAD IMPACT-SERVICES   | Fall taxes                     | 294.83       |           |            |
| Subtotal for Public Works                                       |                                           |             |           |           |                        |                                | 1,609,769.96 |           |            |
| Subtotal for Fund 264 Road and Street Improvement (Road Impact) |                                           |             |           |           |                        |                                | 1,609,769.96 |           |            |
| Fund No. Fund Name                                              |                                           |             |           |           |                        |                                |              |           |            |
| 268                                                             | Emergency Medical and Equip               |             |           |           |                        |                                |              |           |            |
| Fire                                                            |                                           |             |           |           |                        |                                |              |           |            |
| VEN004879                                                       | Penn Care Inc                             | APP045334   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | CapnoLine tubing               | 302.10       |           |            |
| VEN000065                                                       | Airgas Mid America                        | APP045335   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | Oxygen                         | 14.64        |           |            |
| VEN001050                                                       | IU Health Ball Memorial Hospital          | APP045336   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | July 2017 Pharmacy Charges     | 151.43       |           |            |
| VEN001849                                                       | Stryker Sales                             | APP045337   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | Power supply                   | 144.63       |           |            |
| VEN000266                                                       | Bound Tree Medical                        | APP045340   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | O2 mask, Catheters, etc.       | 709.90       |           |            |
| VEN001849                                                       | Stryker Sales                             | APP045344   | 8/17/2017 | 268012224 | EMS-OPERATING SUPPLIES | Power cord and instrument kit  | 658.68       |           |            |
| VEN000266                                                       | Bound Tree Medical                        | APP045445   | 8/23/2017 | 268012224 | EMS-OPERATING SUPPLIES | EMS-IV Solution, gloves, etc.  | 459.42       |           |            |
| VEN000065                                                       | Airgas Mid America                        | APP045449   | 8/23/2017 | 268012224 | EMS-OPERATING SUPPLIES | Oxygen - Station 81 and Stati  | 50.20        |           |            |
| Subtotal for Fire                                               |                                           |             |           |           |                        |                                | 2,491.00     |           |            |
| Subtotal for Fund 268 Emergency Medical and Equip               |                                           |             |           |           |                        |                                | 2,491.00     |           |            |

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|------------------------------------------------|----------------------------------------------|-------------|-----------|-----------|-------------------------|----------------------------|------------|-----------|------------|
| Fund No.                                       | Fund Name                                    |             |           |           |                         |                            |            |           |            |
| 269                                            | Training Facility Center                     |             |           |           |                         |                            |            |           |            |
|                                                | Public Safety (Police and Fire)              |             |           |           |                         |                            |            |           |            |
| VEN002048                                      | Vectren                                      | APP045245   | 8/10/2017 | 269014328 | TRAINING FAC-HEAT/GAS   | Training Facility          | 17.00      | 62901     | 8/14/2017  |
| VEN002191                                      | City of Noblesville Utilities                | APP045246   | 8/10/2017 | 269014342 | TRAINING FAC-WATER/SE   | Training Facility          | 18.91      | 62785     | 8/11/2017  |
| VEN001626                                      | R and T Tire and Auto                        | APP045343   | 8/17/2017 | 269014349 | TRAINING FAC-SERVICES   | service on backhoe         | 120.00     |           |            |
| VEN000405                                      | Citizens Energy Group                        | APP045505   | 8/23/2017 | 269014342 | TRAINING FAC-WATER/SE   | Training Facility          | 29.96      |           |            |
| VEN000434                                      | Comcast Cable                                | APP045506   | 8/23/2017 | 269014350 | TRAINING FAC-SUBSCRIPTI | Training Facility          | 240.90     |           |            |
|                                                | Subtotal for Public Safety (Police and Fire) |             |           |           |                         |                            | 426.77     |           |            |
| Subtotal for Fund 269 Training Facility Center |                                              |             |           |           |                         |                            | 426.77     |           |            |
| Fund No.                                       | Fund Name                                    |             |           |           |                         |                            |            |           |            |
| 309                                            | Eagletown TIF                                |             |           |           |                         |                            |            |           |            |
|                                                | RDC                                          |             |           |           |                         |                            |            |           |            |
| VEN000596                                      | E and B Paving Inc                           | APP045400   | 8/21/2017 | 309018349 | EAGLETOWN TIF SERVICES  | Ditch Rd Extension Project | 515,546.76 |           |            |
|                                                | Subtotal for RDC                             |             |           |           |                         |                            | 515,546.76 |           |            |
| Subtotal for Fund 309 Eagletown TIF            |                                              |             |           |           |                         |                            | 515,546.76 |           |            |
| Fund No.                                       | Fund Name                                    |             |           |           |                         |                            |            |           |            |
| 342                                            | 2016 GO Bond                                 |             |           |           |                         |                            |            |           |            |
|                                                | Public Works                                 |             |           |           |                         |                            |            |           |            |
| VEN001363                                      | Mid-state Truck Equipment                    | APP045550   | 8/25/2017 | 342013473 | GO BOND 2016 PW VEH LE  | Snowplow                   | 5,150.00   |           |            |
|                                                | Subtotal for Public Works                    |             |           |           |                         |                            | 5,150.00   |           |            |
| Subtotal for Fund 342 2016 GO Bond             |                                              |             |           |           |                         |                            | 5,150.00   |           |            |



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|-----------------------------------------------|---------------------------------|-------------|-----------|-----------|-----------------------|-------------------------------|-----------|-----------|------------|
| Fund No. Fund Name                            |                                 |             |           |           |                       |                               |           |           |            |
| 640                                           | Sports Campus Operating         |             |           |           |                       |                               |           |           |            |
| Grand Park                                    |                                 |             |           |           |                       |                               |           |           |            |
| VEN000739                                     | Frontier                        | APP045213   | 8/10/2017 | 640015224 | SPORTS CAMPUS-OPERATI | Diam                          | 221.34    | 1655      | 8/14/2017  |
| VEN000739                                     | Frontier                        | APP045213   | 8/10/2017 | 640015224 | SPORTS CAMPUS-OPERATI | Field                         | 231.42    | 1655      | 8/14/2017  |
| VEN000480                                     | CSI Signs                       | APP045328   | 8/16/2017 | 640015224 | SPORTS CAMPUS-OPERATI | Estridge Stage Signage        | 6,237.29  |           |            |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP General                    | 131.48    | 1666      | 8/17/2017  |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP General                    | 222.04    | 1666      | 8/17/2017  |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP Field                      | 514.00    | 1666      | 8/17/2017  |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP Diam                       | 649.66    | 1666      | 8/17/2017  |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP Field                      | 545.17    | 1666      | 8/17/2017  |
| VEN002336                                     | Citizens Westfield              | APP045348   | 8/17/2017 | 640015342 | SPORTS CAMPUS-WAT SE  | GP Diam                       | 706.06    | 1666      | 8/17/2017  |
| VEN000891                                     | Hittle Landscaping              | APP045431   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Refund Hittle for Company Pic | 343.75    |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045432   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Solenoid replacement          | 752.00    |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045432   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | 1A Satellite Module replacem  | 935.00    |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045432   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | F26 Zone 59 IV Leak           | 916.00    |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045433   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Turf fertilizier              | 7,700.00  |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045433   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Turf Enhancement              | 1,995.00  |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045434   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Lateral repair                | 398.00    |           |            |
| VEN005403                                     | BrightView Landscapes LLC       | APP045434   | 8/23/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Head replacements             | 820.00    |           |            |
| VEN001548                                     | Pepsi                           | APP045508   | 8/24/2017 | 640015224 | SPORTS CAMPUS-OPERATI | Pepsi                         | 66.96     |           |            |
| VEN005717                                     | Background Investigation Bureau | APP045511   | 8/24/2017 | 640015349 | SPORTS CAMPUS-SERVICE | Background ck                 | 23.90     |           |            |
| VEN001653                                     | Regions Insurance Inc           | APP045539   | 8/25/2017 | 640015339 | SPORTS CAMPUS-INSURAN | Excess Umbrella Renewal       | 561.77    |           |            |
| VEN001653                                     | Regions Insurance Inc           | APP045539   | 8/25/2017 | 640015339 | SPORTS CAMPUS-INSURAN | Excess Umbrella Renewal       | 686.59    |           |            |
| Subtotal for Grand Park                       |                                 |             |           |           |                       |                               | 24,657.43 |           |            |
| Sport Campus Indoor Event Ctr                 |                                 |             |           |           |                       |                               |           |           |            |
| VEN000589                                     | Duke Energy                     | APP045212   | 8/10/2017 | 640023341 | GP INDOOR-ELECTRIC    | GP Indoor                     | 15,801.63 | 1653      | 8/14/2017  |
| VEN002336                                     | Citizens Westfield              | APP045250   | 8/10/2017 | 640023328 | GP INDOOR-NATURAL GAS | GP Indoor                     | 44.16     | 1652      | 8/14/2017  |
| VEN003729                                     | Metronet                        | APP045461   | 8/23/2017 | 640023349 | GP INDOOR-SERVICES    | internet                      | 129.95    |           |            |
| VEN001653                                     | Regions Insurance Inc           | APP045539   | 8/25/2017 | 640023339 | GP INDOOR-INSURANCE   | Excess Umbrella Renewal       | 728.21    |           |            |
| VEN005845                                     | Kinetrex Energy                 | APP045576   | 8/25/2017 | 640023328 | GP INDOOR-NATURAL GAS | Natural Gas                   | 11.80     |           |            |
| Subtotal for Sport Campus Indoor Event Ctr    |                                 |             |           |           |                       |                               | 16,715.75 |           |            |
| Subtotal for Fund 640 Sports Campus Operating |                                 |             |           |           |                       |                               | 41,373.18 |           |            |

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|---------------------------------------------|-----------------------------|-------------|-----------|-----------|----------------------|---------------------------------|------------|-----------|------------|
| Fund No.                                    | Fund Name                   |             |           |           |                      |                                 |            |           |            |
| 651                                         | Infrastructure Improv       |             |           |           |                      |                                 |            |           |            |
|                                             | Public Works                |             |           |           |                      |                                 |            |           |            |
| VEN005405                                   | Millennium Contractors LLC  | APP045327   | 8/16/2017 | 651013474 | INFRASTRUCTURE IMPRO | Westfield Boulevard Extensio    | 187,640.17 |           |            |
| VEN002019                                   | United Consulting Engineers | APP045399   | 8/21/2017 | 651013474 | INFRASTRUCTURE IMPRO | Monon Trail over SR 32 and T    | 6,203.22   |           |            |
| VEN000159                                   | Cardno Inc                  | APP045435   | 8/23/2017 | 651013474 | INFRASTRUCTURE IMPRO | Mitigation for Westfield Blvd E | 55,167.00  |           |            |
| Subtotal for Public Works                   |                             |             |           |           |                      |                                 | 249,010.39 |           |            |
| Subtotal for Fund 651 Infrastructure Improv |                             |             |           |           |                      |                                 | 249,010.39 |           |            |

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|--------------------------------------|-------------------------------------|-------------|-----------|-----------|------------------------|-----------------------------|-------------------|-----------|------------|
| <b>Fund No. Fund Name</b>            |                                     |             |           |           |                        |                             |                   |           |            |
| <b>701 Payroll</b>                   |                                     |             |           |           |                        |                             |                   |           |            |
| <b>Clerk Treasurer</b>               |                                     |             |           |           |                        |                             |                   |           |            |
| VEN000008                            | 77 Police and Fire Fund             | APP045295   | 8/15/2017 | 701008133 | PAYROLL-PERF           | Aug non civilian Perf       | 49,046.58         | 700000294 | 8/15/2017  |
| VEN001550                            | PERF                                | APP045296   | 8/15/2017 | 701008133 | PAYROLL-PERF           |                             | 38,668.81         | 700000293 | 8/15/2017  |
| VEN000163                            | Aul Retirement                      | APP045386   | 8/21/2017 | 701008931 | PAYROLL-401A MATCHING- | Loan pmt                    | 800.00            | 700000295 | 8/21/2017  |
| VEN000513                            | DavisVision                         | APP045422   | 8/23/2017 | 701008930 | PAYROLL-INS. DED       | Vision Ins Prem             | 34.84             | 16785     | 8/23/2017  |
| VEN000163                            | Aul Retirement                      | APP045424   | 8/22/2017 | 701008931 | PAYROLL-401A MATCHING- | Contributions and loan pmts | 19,907.20         | 700000300 | 8/23/2017  |
| VEN002177                            | Indiana Members Credit Union        | APP045425   | 8/23/2017 | 701008930 | PAYROLL-INS. DED       | HSA                         | 833.33            | 16787     | 8/23/2017  |
| VEN006218                            | Summer Groninger                    | APP045426   | 8/23/2017 | 701008931 | PAYROLL-401A MATCHING- | Reim on loan                | 43.03             | 16790     | 8/23/2017  |
| VEN001583                            | Police and Firemens Insurance       | APP045427   | 8/23/2017 | 701008930 | PAYROLL-INS. DED       | Police and Fire Ins         | 81.26             | 16789     | 8/23/2017  |
| VEN001864                            | Supporting Heroes                   | APP045428   | 8/23/2017 | 701008991 | PAYROLL-MISC           | Supporting Heroes           | 116.26            | 16791     | 8/23/2017  |
| VEN000703                            | Fire Fighters Credit Union          | APP045429   | 8/23/2017 | 701008141 | PAYROLL-UNION DUES     | Union Dues                  | 2,023.07          | 16786     | 8/23/2017  |
| VEN004836                            | Nationwide Retirement Solutions     | APP045430   | 8/23/2017 | 701008931 | PAYROLL-401A MATCHING- | Contributions and loan pmts | 1,295.13          | 16788     | 8/23/2017  |
| VEN000948                            | IN Family and Social Services Admin | APP045436   | 8/23/2017 | 701008140 | PAYROLL-SUPPORT WITHH  | Child Support               | 1,704.24          | 700000297 | 8/23/2017  |
| VEN000959                            | Indiana Dept Of Revenue             | APP045437   | 8/23/2017 | 701008923 | PAYROLL-STATE WITHHOL  | state                       | 15,162.06         | 700000298 | 8/23/2017  |
| VEN000959                            | Indiana Dept Of Revenue             | APP045437   | 8/23/2017 | 701008923 | PAYROLL-STATE WITHHOL  | coit                        | 5,596.78          | 700000298 | 8/23/2017  |
| VEN000920                            | Huntington National Bank            | APP045438   | 8/22/2017 | 701008131 | PAYROLL-EMPLOYER'S FIC | fica                        | 30,557.60         | 700000296 | 8/23/2017  |
| VEN000920                            | Huntington National Bank            | APP045438   | 8/22/2017 | 701008132 | PAYROLL-EMPLOYER'S ME  | med                         | 7,146.53          | 700000296 | 8/23/2017  |
| VEN000920                            | Huntington National Bank            | APP045438   | 8/22/2017 | 701008921 | PAYROLL-FEDERAL WITHH  | fed                         | 60,946.38         | 700000296 | 8/23/2017  |
| VEN000920                            | Huntington National Bank            | APP045438   | 8/22/2017 | 701008922 | PAYROLL-EMPLOYEE FICA  | med                         | 7,146.60          | 700000296 | 8/23/2017  |
| VEN000920                            | Huntington National Bank            | APP045438   | 8/22/2017 | 701008922 | PAYROLL-EMPLOYEE FICA  | fica                        | 30,557.59         | 700000296 | 8/23/2017  |
| VEN001537                            | Payroll                             | APP045440   | 8/22/2017 | 701008110 | PAYROLL-NET SALARIES   | net sal                     | 350,422.41        | 700000299 | 8/23/2017  |
| VEN000126                            | Anthem Blue Cross Blue Shield       | APP045458   | 8/23/2017 | 701008930 | PAYROLL-INS. DED       | Anthem                      | 6,341.77          | 16793     | 8/23/2017  |
| VEN005722                            | Aflac Premium Holding               | APP045460   | 8/23/2017 | 701008930 | PAYROLL-INS. DED       | Aflac Premium Holding       | 2,421.90          | 16792     | 8/23/2017  |
| VEN001550                            | PERF                                | APP045567   | 8/25/2017 | 701008133 | PAYROLL-PERF           | Civilian PERF               | 38,817.45         |           |            |
| VEN000008                            | 77 Police and Fire Fund             | APP045568   | 8/25/2017 | 701008133 | PAYROLL-PERF           | Non Civilian PERF           | 48,604.98         |           |            |
| <b>Subtotal for Clerk Treasurer</b>  |                                     |             |           |           |                        |                             | <b>718,275.80</b> |           |            |
| <b>Subtotal for Fund 701 Payroll</b> |                                     |             |           |           |                        |                             | <b>718,275.80</b> |           |            |

**Fund No. Fund Name**

**900 Stormwater**

|                   |                              |           |           |           |                      |                                |          |  |  |
|-------------------|------------------------------|-----------|-----------|-----------|----------------------|--------------------------------|----------|--|--|
| <b>Stormwater</b> |                              |           |           |           |                      |                                |          |  |  |
| VEN000517         | Daystar Directional Drilling | APP045325 | 8/16/2017 | 900016433 | STORM-INFRASTRUCTURE | Roadside drainage on Jolietvil | 3,316.60 |  |  |
| VEN000517         | Daystar Directional Drilling | APP045326 | 8/16/2017 | 900016434 | STORM-STORMWATER MIS | Centennial repairs-spring rep  | 8,400.00 |  |  |



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|---------------------|-------------------------------|-------------|-----------|-----------|------------------------|-----------------|-----------|-----------|------------|
| <b>Fund No.</b>     | <b>Fund Name</b>              |             |           |           |                        |                 |           |           |            |
| 900                 | Stormwater                    |             |           |           |                        |                 |           |           |            |
|                     | Stormwater                    |             |           |           |                        |                 |           |           |            |
| VEN000412           | City of Westfield Utility     | APP045385   | 8/21/2017 | 900016349 | STORM-SERVICE          | GP Indoor       | 3,374.88  |           |            |
| VEN000513           | DavisVision                   | APP045421   | 8/23/2017 | 900016119 | STORM-HEALTHDENTAL     | Davis Ins prem  | 97.12     | 37726     | 8/23/2017  |
| VEN001537           | Payroll                       | APP045441   | 8/22/2017 | 900016111 | STORM-SALARY           | net sal         | 15,677.83 | 900000102 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045441   | 8/22/2017 | 900016120 | STORM-FICA AND MEDICAR | fica            | 921.18    | 900000102 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045441   | 8/22/2017 | 900016120 | STORM-FICA AND MEDICAR | med             | 215.42    | 900000102 | 8/23/2017  |
| VEN001537           | Payroll                       | APP045441   | 8/22/2017 | 900016121 | STORM-PERF             | perf            | 1,732.98  | 900000102 | 8/23/2017  |
| VEN002040           | Utility Pipe Sales of IN      | APP045442   | 8/23/2017 | 900016231 | STORM-SUBGRADE MATERI  | Storm materials | 2,080.00  |           |            |
| VEN000126           | Anthem Blue Cross Blue Shield | APP045459   | 8/23/2017 | 900016119 | STORM-HEALTHDENTAL     | Anthem Storm    | 9,850.79  | 37725     | 8/23/2017  |
| VEN006189           | Kirk Harmeyer                 | APP045462   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 7.73      |           |            |
| VEN006189           | Kirk Harmeyer                 | APP045462   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 0.85      |           |            |
| VEN006190           | Beth and Brian Crocker        | APP045463   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 6.78      |           |            |
| VEN006191           | Luann Yaroch                  | APP045464   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 6.78      |           |            |
| VEN006192           | Linda Hicks                   | APP045465   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 3.86      |           |            |
| VEN006193           | Patrick Thompson              | APP045466   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 7.73      |           |            |
| VEN006193           | Patrick Thompson              | APP045466   | 8/23/2017 | 900016370 | STORMWATER-REFUND      | OP              | 5.02      |           |            |
| VEN006194           | Lisa Bassett                  | APP045467   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 6.78      |           |            |
| VEN006195           | John Roach                    | APP045468   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 5.83      |           |            |
| VEN006197           | Della Emerich                 | APP045469   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 2.31      |           |            |
| VEN006199           | Gary Brown                    | APP045470   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 6.92      |           |            |
| VEN006201           | Karen Stachyra                | APP045471   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 8.14      |           |            |
| VEN006214           | Curtis Deason                 | APP045472   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 7.19      |           |            |
| VEN006203           | David and Michele Wiseley     | APP045473   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 5.83      |           |            |
| VEN006215           | Cole Hansen                   | APP045474   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 6.92      |           |            |
| VEN006206           | Victoria Ravo                 | APP045475   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 3.39      |           |            |
| VEN006207           | Lee and Erica Myers           | APP045476   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 7.05      |           |            |
| VEN006208           | Allison Bayley                | APP045477   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 4.88      |           |            |
| VEN006216           | Robert and Joanne Schneider   | APP045478   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 7.46      |           |            |
| VEN006211           | Ryan and Nicole Durussel      | APP045479   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 8.82      |           |            |
| VEN005247           | Sandra and Leah Vincent       | APP045480   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 8.68      |           |            |
| VEN005247           | Sandra and Leah Vincent       | APP045481   | 8/23/2017 | 900016370 | STORMWATER-REFUND      | OP              | 46.31     |           |            |
| VEN006212           | Lester and Rose Roberts       | APP045482   | 8/23/2017 | 900016370 | STORMWATER-REFUND      |                 | 10.85     |           |            |
| VEN006212           | Lester and Rose Roberts       | APP045483   | 8/23/2017 | 900016370 | STORMWATER-REFUND      | OP              | 207.29    |           |            |

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| Buy-From Vendor No.                     | Buy-From Vendor Name        | Invoice No. | Date      | G/L Acct. | G/L Account Name      | Description                     | Amount           | Check No. | Check Date |
|-----------------------------------------|-----------------------------|-------------|-----------|-----------|-----------------------|---------------------------------|------------------|-----------|------------|
| <b>Fund No. Fund Name</b>               |                             |             |           |           |                       |                                 |                  |           |            |
| <b>900 Stormwater</b>                   |                             |             |           |           |                       |                                 |                  |           |            |
| <b>Stormwater</b>                       |                             |             |           |           |                       |                                 |                  |           |            |
| VEN006213                               | Angela Maksimovich          | APP045484   | 8/23/2017 | 900016370 | STORMWATER-REFUND     |                                 | 4.07             |           |            |
| VEN006198                               | Elvis Turage                | APP045485   | 8/23/2017 | 900016370 | STORMWATER-REFUND     |                                 | 8.14             |           |            |
| VEN006198                               | Elvis Turage                | APP045485   | 8/23/2017 | 900016370 | STORMWATER-REFUND     | OP                              | 0.93             |           |            |
| VEN006200                               | Elizabeth Berton            | APP045486   | 8/23/2017 | 900016370 | STORMWATER-REFUND     |                                 | 10.26            |           |            |
| VEN006200                               | Elizabeth Berton            | APP045486   | 8/23/2017 | 900016370 | STORMWATER-REFUND     | OP                              | 50.13            |           |            |
| VEN002193                               | Christopher Burke           | APP045493   | 8/23/2017 | 900016309 | STORM-CONSULTING FEES | Stormwater Master Plan          | 19,769.94        |           |            |
| VEN000608                               | Eco-Infrastructure Solution | APP045544   | 8/25/2017 | 900016473 | STORM-VEHICLE LEASES  | Hydro excavating                | 470.00           |           |            |
| VEN000608                               | Eco-Infrastructure Solution | APP045544   | 8/25/2017 | 900016473 | STORM-VEHICLE LEASES  | Brookside Oak Manor             | 647.50           |           |            |
| VEN001778                               | Shelby Materials            | APP045551   | 8/25/2017 | 900016474 | STORM-CONSTRUCTION C  | Timberbrook                     | 409.00           |           |            |
| VEN003324                               | Flatland Resources LLC      | APP045555   | 8/25/2017 | 900016474 | STORM-CONSTRUCTION C  | Final pay app prior invoicing a | 31,430.34        |           |            |
| VEN001459                               | North Central Co-Op         | APP045577   | 8/25/2017 | 900016226 | STORM-VEHICLE GAS     | Unleaded fuel                   | 243.88           |           |            |
| <b>Subtotal for Stormwater</b>          |                             |             |           |           |                       |                                 | <b>99,104.39</b> |           |            |
| <b>Subtotal for Fund 900 Stormwater</b> |                             |             |           |           |                       |                                 | <b>99,104.39</b> |           |            |
| <b>Fund No. Fund Name</b>               |                             |             |           |           |                       |                                 |                  |           |            |
| <b>950 Trash</b>                        |                             |             |           |           |                       |                                 |                  |           |            |
| <b>Trash</b>                            |                             |             |           |           |                       |                                 |                  |           |            |
| VEN006189                               | Kirk Harmeyer               | APP045462   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.86             |           |            |
| VEN006189                               | Kirk Harmeyer               | APP045462   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 21.47            |           |            |
| VEN006190                               | Beth and Brian Crocker      | APP045463   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.63             |           |            |
| VEN006190                               | Beth and Brian Crocker      | APP045463   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 18.83            |           |            |
| VEN006191                               | Luann Yaroch                | APP045464   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.63             |           |            |
| VEN006191                               | Luann Yaroch                | APP045464   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 18.83            |           |            |
| VEN006192                               | Linda Hicks                 | APP045465   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 8.65             |           |            |
| VEN006193                               | Patrick Thompson            | APP045466   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.86             |           |            |
| VEN006193                               | Patrick Thompson            | APP045466   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 21.47            |           |            |
| VEN006194                               | Lisa Bassett                | APP045467   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.63             |           |            |
| VEN006194                               | Lisa Bassett                | APP045467   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 18.83            |           |            |
| VEN006195                               | John Roach                  | APP045468   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 1.40             |           |            |
| VEN006195                               | John Roach                  | APP045468   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 16.20            |           |            |
| VEN006197                               | Della Emerich               | APP045469   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 0.55             |           |            |
| VEN006197                               | Della Emerich               | APP045469   | 8/23/2017 | 950017370 | TRASH-REFUND          |                                 | 6.40             |           |            |

**Purchase Invoice Register**

City of Westfield

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| Buy-From Vendor No.                | Buy-From Vendor Name        | Invoice No. | Date      | G/L Acct. | G/L Account Name | Description | Amount              | Check No. | Check Date |
|------------------------------------|-----------------------------|-------------|-----------|-----------|------------------|-------------|---------------------|-----------|------------|
| <b>Fund No. Fund Name</b>          |                             |             |           |           |                  |             |                     |           |            |
| 950                                | Trash                       |             |           |           |                  |             |                     |           |            |
|                                    | Trash                       |             |           |           |                  |             |                     |           |            |
| VEN006199                          | Gary Brown                  | APP045470   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.66                |           |            |
| VEN006199                          | Gary Brown                  | APP045470   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 19.21               |           |            |
| VEN006201                          | Karen Stachyra              | APP045471   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.96                |           |            |
| VEN006201                          | Karen Stachyra              | APP045471   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 22.60               |           |            |
| VEN006214                          | Curtis Deason               | APP045472   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.73                |           |            |
| VEN006214                          | Curtis Deason               | APP045472   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 19.96               |           |            |
| VEN006203                          | David and Michele Wiseley   | APP045473   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.40                |           |            |
| VEN006203                          | David and Michele Wiseley   | APP045473   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 16.20               |           |            |
| VEN006215                          | Cole Hansen                 | APP045474   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.66                |           |            |
| VEN006215                          | Cole Hansen                 | APP045474   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 19.21               |           |            |
| VEN006206                          | Victoria Ravo               | APP045475   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 0.82                |           |            |
| VEN006206                          | Victoria Ravo               | APP045475   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 9.41                |           |            |
| VEN006207                          | Lee and Erica Myers         | APP045476   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.70                |           |            |
| VEN006207                          | Lee and Erica Myers         | APP045476   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 19.58               |           |            |
| VEN006208                          | Allison Bayley              | APP045477   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.17                |           |            |
| VEN006208                          | Allison Bayley              | APP045477   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 13.56               |           |            |
| VEN006216                          | Robert and Joanne Schneider | APP045478   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.79                |           |            |
| VEN006216                          | Robert and Joanne Schneider | APP045478   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 20.71               |           |            |
| VEN006211                          | Ryan and Nicole Durussel    | APP045479   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 2.12                |           |            |
| VEN006211                          | Ryan and Nicole Durussel    | APP045479   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 24.48               |           |            |
| VEN006212                          | Lester and Rose Roberts     | APP045482   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 5.22                |           |            |
| VEN006212                          | Lester and Rose Roberts     | APP045482   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 60.26               |           |            |
| VEN006213                          | Angela Maksimovich          | APP045484   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 0.98                |           |            |
| VEN006213                          | Angela Maksimovich          | APP045484   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 11.30               |           |            |
| VEN006198                          | Elvis Turage                | APP045485   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 1.96                |           |            |
| VEN006198                          | Elvis Turage                | APP045485   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 22.60               |           |            |
| VEN006200                          | Elizabeth Berton            | APP045486   | 8/23/2017 | 950017370 | TRASH-REFUND     |             | 22.97               |           |            |
| <b>Subtotal for Trash</b>          |                             |             |           |           |                  |             | <b>467.46</b>       |           |            |
| <b>Subtotal for Fund 950 Trash</b> |                             |             |           |           |                  |             | <b>467.46</b>       |           |            |
| <b>Posted Invoices Total</b>       |                             |             |           |           |                  |             | <b>4,462,557.50</b> |           |            |



Report Date Range:

## Un-Posted Invoices

|                                                  | Vendor No.                                      | Vendor Name         | Invoice No. | Date      | GL Account | GL Account Description      | Description                 | Amount   | Status           |
|--------------------------------------------------|-------------------------------------------------|---------------------|-------------|-----------|------------|-----------------------------|-----------------------------|----------|------------------|
| Fund No.                                         | Fund Name                                       |                     |             |           |            |                             |                             |          |                  |
| 101                                              | General                                         |                     |             |           |            |                             |                             |          |                  |
|                                                  | Administration                                  |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN005845                                       | Kinetrex Energy     | API0003191  | 8/17/2017 | 101001328  | Adm-Heat/Gas                | Adm-Heat/Gas                | 2.96     | Approval Pending |
|                                                  | Subtotal for Administration                     |                     |             |           |            |                             |                             | 2.96     |                  |
|                                                  | Police                                          |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN005845                                       | Kinetrex Energy     | API0003191  | 8/17/2017 | 101002328  | Police-Heat/Gas             | Police-Heat/Gas             | 266.43   | Approved         |
|                                                  | VEN001459                                       | North Central Co-Op | API0003203  | 8/24/2017 | 101002226  | Police-Vehicle Gas/Supplies | Police-Vehicle Gas/Supplies | 8,157.36 | Approved         |
|                                                  | Subtotal for Police                             |                     |             |           |            |                             |                             | 8,423.79 |                  |
|                                                  | Economic and Community Development              |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN001459                                       | North Central Co-Op | API0003203  | 8/24/2017 | 101003226  | ECD-Vehicle Gas/Supplies    | ECD-Vehicle Gas/Supplies    | 243.89   | Approval Pending |
|                                                  | Subtotal for Economic and Community Development |                     |             |           |            |                             |                             | 243.89   |                  |
|                                                  | Informatics                                     |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN001459                                       | North Central Co-Op | API0003203  | 8/24/2017 | 101007226  | IT-Vehicle Gas              | IT-Vehicle Gas              | 121.94   | Approval Pending |
|                                                  | Subtotal for Informatics                        |                     |             |           |            |                             |                             | 121.94   |                  |
|                                                  | Public Works                                    |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN005845                                       | Kinetrex Energy     | API0003191  | 8/17/2017 | 101013349  | PW-Contractual Services     | PW-Services                 | 11.43    | Approved         |
|                                                  | Subtotal for Public Works                       |                     |             |           |            |                             |                             | 11.43    |                  |
| Subtotal by Fund 101 General                     |                                                 |                     |             |           |            |                             |                             | 8,804.01 |                  |
| Fund No.                                         | Fund Name                                       |                     |             |           |            |                             |                             |          |                  |
| 201                                              | Motor Vehicle Highway (MVH)                     |                     |             |           |            |                             |                             |          |                  |
|                                                  | Public Works                                    |                     |             |           |            |                             |                             |          |                  |
|                                                  | VEN001459                                       | North Central Co-Op | API0003203  | 8/24/2017 | 201013226  | MVH-Vehicle Gas/ Supplies   | MVH-Vehicle Gas/ Supplies   | 6,146.91 | Approved         |
|                                                  | Subtotal for Public Works                       |                     |             |           |            |                             |                             | 6,146.91 |                  |
| Subtotal by Fund 201 Motor Vehicle Highway (MVH) |                                                 |                     |             |           |            |                             |                             | 6,146.91 |                  |

### Un-Posted Invoices

| Vendor No.                                 | Vendor Name              | Invoice No.         | Date        | GL Account      | GL Account Description    | Description               | Amount           | Status           |
|--------------------------------------------|--------------------------|---------------------|-------------|-----------------|---------------------------|---------------------------|------------------|------------------|
| <b>Fund No.</b>                            | <b>Fund Name</b>         |                     |             |                 |                           |                           |                  |                  |
| <b>203</b>                                 | <b>Fire Operating</b>    |                     |             |                 |                           |                           |                  |                  |
|                                            | <b>Fire</b>              |                     |             |                 |                           |                           |                  |                  |
| VEN005845                                  | Kinetrex Energy          | API0003191          | 8/17/2017   | 203012328       | Fire-Gas/Heat             | Fire-Gas/Heat             | 266.44           | Approved         |
| VEN005845                                  | Kinetrex Energy          | API0003191          | 8/17/2017   | 203012328       | Fire-Gas/Heat             | Fire-Gas/Heat             | 47.93            | Approved         |
| VEN005845                                  | Kinetrex Energy          | API0003191          | 8/17/2017   | 203012328       | Fire-Gas/Heat             | Fire-Gas/Heat             | 37.86            | Approved         |
| VEN001459                                  | North Central Co-Op      | API0003203          | 8/24/2017   | 203012226       | Fire-Vehicle Gas/Supplies | Fire-Vehicle Gas/Supplies | 1,131.18         | Approval Pending |
|                                            | <b>Subtotal for Fire</b> |                     |             |                 |                           |                           | <b>1,483.41</b>  |                  |
| <b>Subtotal by Fund 203 Fire Operating</b> |                          |                     |             |                 |                           |                           | <b>1,483.41</b>  |                  |
| <b>Un-Posted Invoices Total</b>            |                          |                     |             |                 |                           |                           | <b>16,434.33</b> |                  |
| <b>Credit Memos</b>                        |                          |                     |             |                 |                           |                           |                  |                  |
| <b>Vendor No.</b>                          | <b>Vendor Name</b>       | <b>Cr. Memo No.</b> | <b>Date</b> | <b>GL Acct.</b> | <b>GL Account Name</b>    | <b>Description</b>        | <b>Amount</b>    |                  |
| <b>Fund No.</b>                            | <b>Fund Name</b>         |                     |             |                 |                           |                           |                  |                  |
| <b>101</b>                                 | <b>General</b>           |                     |             |                 |                           |                           |                  |                  |
|                                            | <b>Public Works</b>      |                     |             |                 |                           |                           |                  |                  |
| VEN001666                                  | Reynold's Farm Equipment | ACP001196           | 8/14/2017   | 101013472       | PW-Equipment              | PW-Equipment              | 399.95           |                  |
|                                            | <b>Subtotal for</b>      |                     |             |                 |                           |                           | <b>399.95</b>    |                  |
| <b>Subtotal by Fund 101 General</b>        |                          |                     |             |                 |                           |                           | <b>399.95</b>    |                  |
| <b>Credit Memo Total</b>                   |                          |                     |             |                 |                           |                           | <b>399.95</b>    |                  |

LEASE AGREEMENT

between

WESTFIELD REDEVELOPMENT AUTHORITY

LESSOR

and

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

LESSEE

Dated as of \_\_\_\_\_, 2017

GRAND PARK SPORTS CAMPUS



## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this \_\_\_\_ day of September, 2017, by and between the WESTFIELD REDEVELOPMENT AUTHORITY (the "Lessor"), a separate body corporate and politic organized and existing under Indiana Code 36-7-14.5 as an instrumentality of the City of Westfield, Indiana (the "City"), and the CITY OF WESTFIELD REDEVELOPMENT COMMISSION (the "Lessee"), the governing body of the City of Westfield Department of Redevelopment acting for and on behalf of the City.

### WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of Indiana Code 36-7-14, Indiana Code 36-7-14.5 and Indiana Code 36-7-25 (collectively, the "Act"), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and economic development projects;

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act;

WHEREAS, the Lessee has previously adopted and amended resolutions designating a certain area of the City known as the "Grand Junction Consolidated Economic Development Area" (the "Economic Development Area") as an economic development area under Section 41 of the Act and approving an economic development plan for the Economic Development Area;

WHEREAS, to foster economic development in the City, the City, the Lessor, and the Lessee desire to provide for the acquisition and construction of, among others, improvements set forth on Exhibit A hereto (collectively, the "Project"), which are located in or directly serve or benefit the Economic Development Area; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements;

WHEREAS, a portion of the costs of the acquisition or construction of the Project will be paid from proceeds of bonds, to be issued by the Lessor in the maximum principal amount of Twenty-Seven Million Dollars (\$27,000,000) (the "Bonds");

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the Bonds to be issued by the Lessor to finance the Project;

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described in Exhibit B (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the "Leased Premises"), and such interests shall be for a term no less than the term of this Lease;



WHEREAS, the total cost of the Project to the City of Westfield Redevelopment District, including, but not limited to, costs of acquisition, construction, improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, certain expenses of operation of the Lessor during construction, interest during construction, debt service reserves and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by, is estimated to be not greater than Twenty-Seven Million Dollars (\$27,000,000);

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to IC 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City has by ordinance approved this Lease, and the ordinance has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by resolution, and the resolution has been entered in the official records of the Lessor;

THIS AGREEMENT WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date of issuance of the Bonds and ending on the day prior to a date not later than twenty-five (25) years after the date of issuance of the Bonds. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises pursuant to Section 11 and the payment of the option price, or (b) the payment or defeasance of all bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund all or a portion of such bonds, (iii) to refund all or a portion of such refunding bonds, or (iv) to improve the Leased Premises; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Commission, subject to the completion of any process required by



law, the Authority and the Commission shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

2. Lease Rental. (a) Fixed Rental Payments. The Lessee agrees to pay rental for the Leased Premises at a rate per year during the term of the Lease not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Leased Premises which are available for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due no earlier than December 15 of the year of the issuance of the Bonds. Thereafter, such rental shall be payable in advance in semi-annual installments on June 15 and December 15 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on June 15 rounded up to the next One Thousand Dollars (\$1,000), plus Five Thousand Dollars (\$5,000) each year, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Leased Premises which are available for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) Additional Rental Payments. (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals



the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may by resolution pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) Source of Payment of Rentals. The Fixed Annual Rentals and the Additional Rentals shall be payable solely from the revenues of the pledge pursuant to Indiana Code 36-7-14-25.5 and Indiana Code 6-3.6-6-18 by the City of a portion of its distribution of Local Option Income Tax to the payment of the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder (the "LOIT Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the LOIT Revenues received by the Lessee.

3. Payment of Rentals. All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank or trust company as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. Abatement of Rent. If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use or occupancy, and the abatement



shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

5. Maintenance, Alterations and Repairs. The Lessee may enter into agreements with one or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease, the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. Insurance. During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise or the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of



the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. General Covenant. The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

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

All officers, members, employees and agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any members or officers of the Lessor and the Lessee are authorized



to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

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

10. Option to Renew. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. Option to Purchase. The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to redeem the Bonds, or such portion thereof corresponding to the portion of the Leased Premises being purchased (including indebtedness incurred for the refunding of the Bonds), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the Leased Premises to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall



furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. Transfer to Lessee. If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Westfield Redevelopment Authority, Attention: President, 130 Penn St., Westfield, Indiana 46074; (b) to Lessee: City of Westfield Redevelopment Commission, Attention: President, 130 Penn St., Westfield, Indiana 46074.

The Lessor, the Lessee and the Trustee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. Successors or Assigns. All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. Construction of Covenants. The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

*[Remainder of page intentionally left blank.]*



IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

WESTFIELD REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

LESSEE:

CITY OF WESTFIELD REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

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 instrument was prepared by James T. Crawford, Jr., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

STATE OF INDIANA                    )  
                                              ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared David Peterson and Scott A. Willis, personally known to be the President and Secretary-Treasurer, respectively, of the Westfield Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

STATE OF INDIANA                    )  
                                                  ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Joseph V. Plankis and \_\_\_\_\_, personally known to be the President and Secretary, respectively, of the City of Westfield Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_



## EXHIBIT A

### DESCRIPTION OF THE PROJECT

The acquisition of Improvements to the Grand Park Sports Campus generally bounded on the North by 191<sup>st</sup> Street, East by Thomlinson Road, South by 186<sup>th</sup> Street and West by Spring Mill Road, consisting of the acquisition of certain public improvements located within the Grand Park Sports Complex located within the Grand Junction Economic Development Area consisting of (a) parking lots and roads, (b) synthetic turf fields and equipment, (c) natural grass baseball fields, (d) perimeter fencing, (e) lighting, (f) site furnishings, (g) restroom and concession structures and (h) maintenance structures in connection with the Grand Park Sports Campus financed by the City of Westfield, Indiana County Option Income Tax Bond Anticipation Note of 2013.

## EXHIBIT B

### DESCRIPTION OF LEASED PREMISES

The Leased Premises shall consist of the City's interest in the Grand Park Sports Campus as described on Exhibit A hereto which shall be transferred by the City to the Lessor.

EXHIBIT C

ADDENDUM TO LEASE BETWEEN  
WESTFIELD REDEVELOPMENT AUTHORITY, LESSOR  
AND CITY OF WESTFIELD REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Westfield Redevelopment Authority (the "Lessor"), and City of Westfield Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of \_\_\_\_\_, 2017 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR:

WESTFIELD REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
President

LESSEE:

CITY OF WESTFIELD REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

ATTEST:

\_\_\_\_\_  
Secretary

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 instrument was prepared by James T. Crawford, Jr., Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

STATE OF INDIANA                    )  
                                              ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared David Peterson and Scott Willis, personally known to be the President and Secretary-Treasurer, respectively, of the Westfield Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

STATE OF INDIANA                    )  
                                              ) SS:  
COUNTY OF HAMILTON            )

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Joseph V. Plankis and \_\_\_\_\_, personally known to be the President and Secretary, respectively, of the City of Westfield Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

Notary Public

(Seal)

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_



Appendix I to Addendum to Lease

WESTFIELD REDEVELOPMENT AUTHORITY

RENTAL SCHEDULE

| <u>PAYMENT DATE</u> | <u>AMOUNT</u> |
|---------------------|---------------|
| 6/15/2019           | \$ 950,000.00 |
| 12/15/2019          | 950,000.00    |
| 6/15/2020           | 950,000.00    |
| 12/15/2020          | 950,000.00    |
| 6/15/2021           | 950,000.00    |
| 12/15/2021          | 950,000.00    |
| 6/15/2022           | 950,000.00    |
| 12/15/2022          | 950,000.00    |
| 6/15/2023           | 950,000.00    |
| 12/15/2023          | 950,000.00    |
| 6/15/2024           | 950,000.00    |
| 12/15/2024          | 950,000.00    |
| 6/15/2025           | 950,000.00    |
| 12/15/2025          | 950,000.00    |
| 6/15/2026           | 950,000.00    |
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| 12/15/2034          | 950,000.00    |
| 6/15/2035           | 950,000.00    |
| 12/15/2035          | 950,000.00    |
| 6/15/2036           | 950,000.00    |
| 12/15/2036          | 950,000.00    |
| 6/15/2037           | 950,000.00    |
| 12/15/2037          | 950,000.00    |
| 6/15/2038           | 950,000.00    |
| 12/15/2038          | 950,000.00    |
| 6/15/2039           | 950,000.00    |
| 12/15/2039          | 950,000.00    |
| 6/15/2040           | 950,000.00    |
| 12/15/2040          | 950,000.00    |
| 6/15/2041           | 950,000.00    |
| 12/15/2041          | 950,000.00    |
| 6/15/2042           | 950,000.00    |
| 12/15/2042          | 950,000.00    |

|                               |
|-------------------------------|
| <b>ORDINANCE NUMBER 17-20</b> |
|-------------------------------|

**Oak Manor PUD District Amendment**

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

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

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

**WHEREAS**, the Council enacted Ordinance No. 03-37, Oak Manor Planned Unit Development Ordinance on November 10, 2003 (the "Oak Manor Planned Unit Development");

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 1707-PUD-12), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate");

**WHEREAS**, the Commission forwarded **Petition No. 1707-PUD-12** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on August 22, 2017;

**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 Oak Manor Planned Unit Development, Unified Development Ordinance and Zoning Map are hereby amended as follows:

**Section 1. Applicability of Ordinance.**

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

**Section 2. Uses.** Section 2.3 of Ordinance 03-37 shall apply. In addition, the Real Estate shall be developed in a manner substantially similar to the layout and design shown on Primary Plat (the “Primary Plat”) for the site (Petition No. 1707-SPP-08).

**Section 3. Area B – Development Standards and Architectural Guidelines.** Section 2.6 of Ordinance 03-37 shall apply, except as otherwise modified below.

- 3.1 Development Standards Detached Residential. The Area B Development Standards table on Exhibit 13 of the Oak Manor Planned Unit Development Ordinance is amended to add the following:

|                                    | Parcel B-1<br>Type 1 Lots | Parcel B-1<br>Type 2 Lots |
|------------------------------------|---------------------------|---------------------------|
| Minimum Lot Width at Building Line | 31’                       | 36’                       |
| Minimum Lot Frontage on Street (1) | 25’                       | 30’                       |
| Minimum Lot Area                   | 2,325 SF                  | 2,880 SF                  |
| Minimum Front Yard Setback (2)     | 3’                        | 10’                       |
| Minimum Side Yard Setback          | 3’                        | 3’                        |



|                                              |           |           |
|----------------------------------------------|-----------|-----------|
| Minimum Rear Yard Setback                    | 5'        | 5'        |
| Minimum Building Height                      | 2 stories | 2 stories |
| Maximum Building Height                      | 35'       | 35'       |
| Minimum Gross Living Areas for Ground Level: | 650 SF    | 700 SF    |
| Minimum Total Gross Living Area              | 1,600 SF  | 2,000 SF  |

- (1) On Lots where the front of the house faces common area, the Minimum Lot Frontage on Street shall be 0'.
- (2) The front yard setback for Lots fronting upon common area shall be measured from the property line abutting the common area opposite the garage side of the house.

2.2 Development Standards Attached Residential. The Development Standards for Attached Residential as shown on Exhibit 13 of the Oak Manor Planned Unit Development Ordinance is amended as follows: Within Parcel B-1, the minimum building setback from right-of-way of public street shall be ten feet (10') and the maximum building height shall not exceed three stories. The minimum total gross living area of the townhomes shown on the Primary Plat shall be 1,700 SF.

2.3 Additional Development Standards for all Dwellings. The following shall apply to all homes shown on the Primary Plat.

- A. Vinyl siding shall be a prohibited material.
- B. Each home shall have a two-car garage.
- C. The Character Exhibits, attached hereto as Exhibits B (Townhomes) and Exhibit C (Single Family Homes), are hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the lots shown on the Primary Plat. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are required to be constructed and that contribute to the Primary Plat's intent and vision. It is not the intent to limit the architectural styles shown in the Character Exhibits, but to encourage diversity in architectural styles of Dwellings within the Primary Plat. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's determination may be appealed to the Plan Commission.

**Section 4.**    **Landscaping.** The Real Estate shall be landscaped in a manner substantially similar to the design shown on Primary Plat Landscape Plans (the “Landscape Plans”) for the site (Petition No. 1707-SPP-08). The Landscape Plans are hereby incorporated by reference into this PUD amendment. In addition to the plantings shown on the Landscape Plans, Builders shall landscape each Lot with a minimum of one (1) ornamental tree or evergreen tree and shrub plantings at the following rates:

|                |                         |
|----------------|-------------------------|
| Townhome Lots: | Four (4) shrubs per Lot |
| 31’ Lots:      | Five (5) shrubs per Lot |
| 36’ Lots:      | Six (6) shrubs per Lot  |

**Section 5.**    **Vision Clearance.** The standards of Article 6.19: Vision Clearance Standards shall apply, except that a measurement of twenty-five (25) feet may be used for private streets with approval by the Public Works Department.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS \_\_ DAY OF \_\_\_\_\_, 2017.

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

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Jim Ake

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Jim Ake

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Jim Ake

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James J. Edwards

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James J. Edwards

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James J. Edwards

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Steven Hoover

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Steven Hoover

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Steven Hoover

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Robert L. Horkay

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Robert L. Horkay

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Robert L. Horkay

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Mark F. Keen

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Mark F. Keen

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Mark F. Keen

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Charles Lehman

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Charles Lehman

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Charles Lehman

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Cindy L. Spoljaric

ATTEST:

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Cindy Gossard, Clerk Treasurer

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



I hereby certify that **ORDINANCE 17-\_\_\_\_** was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ m.

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 17-\_\_**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

I hereby VETO **ORDINANCE 17-\_\_**  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

**EXHIBIT A**  
**(REAL ESTATE)**

**Parcel I:**

A part of the West Half of Section 5, Township 18 North, Range 4 East of the 2nd Principal Meridian, Washington Township, Hamilton County, Indiana, being described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 5; thence South 00 degrees 03 minutes 28 seconds East (bearings based on prior surveys by the Schneider Corporation under job number 4134 on an assumed bearing) along the West line of said Northwest Quarter a distance of 917.53 feet to the northwest corner of the South Half of said Northwest Quarter; thence South 00 degrees 03 minutes 28 seconds East along the West Line of the said South Half-Quarter Section a distance of 25.00 feet; thence South 89 degrees 00 minutes 37 seconds East, parallel with the North line of said South Half a distance of 615.39 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 76.32 feet to the Point of Beginning; thence North 67 degrees 05 minutes 20 seconds East a distance of 102.05 feet; thence North 89 degrees 52 minutes 47 seconds East a distance of 256.32 feet; thence South 89 degrees 00 minutes 37 seconds East a distance of 134.60 feet; thence South 00 degrees 59 minutes 23 seconds West a distance of 44.50 feet; thence South 33 degrees 46 minutes 53 seconds East a distance of 57.10 feet; thence South 22 degrees 59 minutes 43 seconds West a distance of 62.71 feet to a tangent curve to the left having a radius of 425.00 feet, the radius point of which bears South 67 degrees 00 minutes 17 seconds East; thence southwesterly and southerly along said curve an arc distance of 161.22 feet to a point which bears North 88 degrees 44 minutes 20 seconds West from said radius point; thence South 90 degrees 00 minutes 00 seconds West a distance of 471.86 feet; thence North 04 degrees 34 minutes 33 seconds East a distance of

170.63 feet to a tangent curve to the left having a radius of 170.00 feet, the radius point of which bears North 85 degrees 25 minutes 27 seconds West; thence northerly along said curve an arc distance of 13.58 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; thence North 00 degrees 00 minutes 00 seconds East a distance of 84.76 feet to the Point of Beginning, containing 3.401 acres, more or less.

**Parcel II:**

A part of the West Half of Section 5, Township 18 North, Range 4 East of the 2nd Principal Meridian, Washington Township, Hamilton County, Indiana, being described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 5; thence South 00 degrees 03 minutes 28 seconds East (bearings based on prior surveys by the Schneider Corporation under job number 4134 on an assumed bearing) along the West line of said Northwest Quarter a distance of 917.53 feet to the northwest corner of the South Half of said Northwest Quarter, thence South 00 degrees 03 minutes 28 seconds East along the West Line of the said South Half-Quarter Section a distance of 25.00 feet; thence South 89 degrees 00 minutes 37 seconds East, parallel with the North line of said South Half a distance of 1368.87 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 50.01 feet to the Point of Beginning; thence North 89 degrees 00 minutes 37 seconds West a distance of 158.39 feet to a non-tangent curve to the right having a radius of 325.00 feet, the radius point of which bears North 76 degrees 34 minutes 49 seconds

West; thence southerly and southwesterly along said curve an arc distance of 54.32 feet to a point which bears South 67 degrees 00 minutes 17 seconds East from said radius point; thence South 22 degrees 59 minutes 43 seconds West a distance of 104.03 feet to a tangent curve to the left having a radius of 375.00 feet, the radius point of which bears South 67 degrees 00 minutes 17 seconds East; thence southwesterly and southerly along said curve an arc distance of 150.56 feet to a point which bears South 89 degrees 59 minutes 31 seconds West from said radius point; thence South 00 degrees 00 minutes 29 seconds East a distance of 183.71 feet to a non-tangent curve to the left having a radius of 25.00 feet, the radius point of which bears North 36 degrees 51 minutes 42 seconds East; thence southeasterly and easterly along said curve an arc distance of 16.08 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 230.74 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 479.82 feet to the Point of Beginning, containing 2.480 acres, more or less.

**Parcel III:**

Blocks C, D and E of The Villages of Oak Manor Section 3A, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded January 26, 2009 as Instrument Number 2009003437, Plat Cabinet 4, Slide 519 in the Office of the Recorder of Hamilton County, Indiana.



**EXHIBIT “A”**  
**(Real Estate)**



**EXHIBIT “B”**  
**(Character Exhibits - Townhomes)**





**EXHIBIT “B”**  
**(Character Exhibits - Townhomes)**





**EXHIBIT “C”**

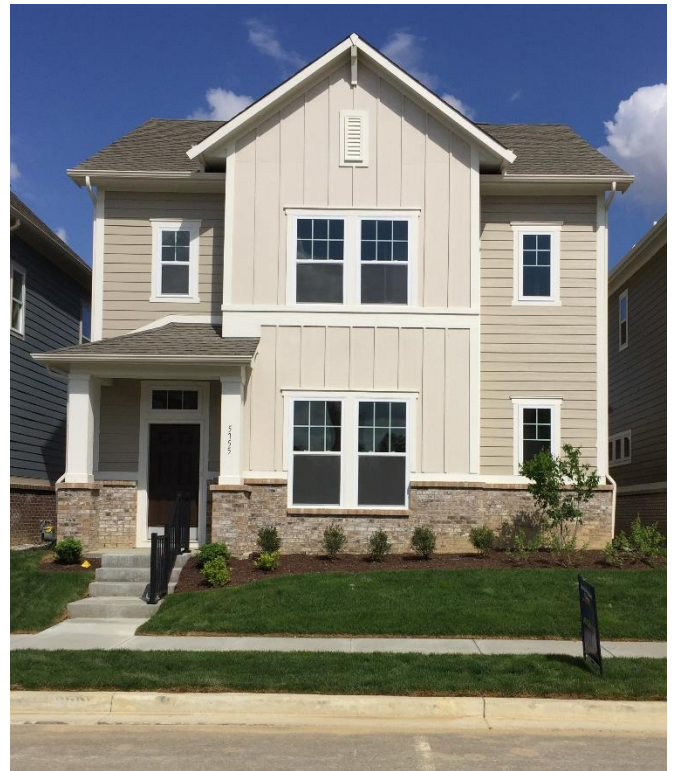
**(Character Exhibits – Single Family Homes on 31’ Lots)**





**EXHIBIT “C”**

**(Character Exhibits – Single Family Homes on 36’ Lots)**





**EXHIBIT “C”**

**(Character Exhibits – Single Family Homes on 36’ Lots)**





Summary  
8/28/2017 3:58:02 PM

Differences exist between documents.

**New Document:**

[Ord 17-20 updated 2017-08-28](#)

14 pages (2.71 MB)

8/28/2017 3:57:58 PM

Used to display results.

**Old Document:**

[01 Ord 17-20](#)

14 pages (2.56 MB)

8/28/2017 3:57:58 PM

[Get started: first change is on page 1.](#)

No pages were deleted

**How to read this report**

**Highlight** indicates a change.

**Deleted** indicates deleted content.

 indicates pages were changed.

 indicates pages were moved.

**ORDINANCE NUMBER 17-20**

**Oak Manor PUD District Amendment**

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

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

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

**WHEREAS**, the Council enacted Ordinance No. 03-37, Oak Manor Planned Unit Development Ordinance on November 10, 2003 (the "Oak Manor Planned Unit Development");

**WHEREAS**, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Petition No. 1707-PUD-12), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate");

**WHEREAS**, the Commission forwarded **Petition No. 1707-PUD-12** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

**WHEREAS**, the Secretary of the Commission certified the action of the Commission to the Common Council on August 22, 2017;

**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 Oak Manor Planned Unit Development, Unified Development Ordinance and Zoning Map are hereby amended as follows:

**Section 1. Applicability of Ordinance.**

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

**Section 2. Uses.** Section 2.3 of Ordinance 03-37 shall apply. In addition, the Real Estate shall be developed in a manner substantially similar to the layout and design shown on Primary Plat (the “Primary Plat”) for the site (Petition No. 1707-SPP-08).

**Section 3. Area B – Development Standards and Architectural Guidelines.** Section 2.6 of Ordinance 03-37 shall apply, except as otherwise modified below.

- 3.1 Development Standards Detached Residential. The Area B Development Standards table on Exhibit 13 of the Oak Manor Planned Unit Development Ordinance is amended to add the following:

|                                    | Parcel B-1<br>Type 1 Lots | Parcel B-1<br>Type 2 Lots |
|------------------------------------|---------------------------|---------------------------|
| Minimum Lot Width at Building Line | 31’                       | 36’                       |
| Minimum Lot Frontage on Street (1) | 25’                       | 30’                       |
| Minimum Lot Area                   | 2,325 SF                  | 2,880 SF                  |
| Minimum Front Yard Setback (2)     | 3’                        | 10’                       |
| Minimum Side Yard Setback          | 3’                        | 3’                        |



|                                              |           |           |
|----------------------------------------------|-----------|-----------|
| Minimum Rear Yard Setback                    | 5'        | 5'        |
| Minimum Building Height                      | 2 stories | 2 stories |
| Maximum Building Height                      | 35'       | 35'       |
| Minimum Gross Living Areas for Ground Level: | 650 SF    | 700 SF    |
| Minimum Total Gross Living Area              | 1,600 SF  | 2,000 SF  |

- (1) On Lots where the front of the house faces common area, the Minimum Lot Frontage on Street shall be 0'.
- (2) The front yard setback for Lots fronting upon common area shall be measured from the property line abutting the common area opposite the garage side of the house.

**2.2** Development Standards Attached Residential. The Development Standards for Attached Residential as shown on Exhibit 13 of the Oak Manor Planned Unit Development Ordinance is amended as follows: Within Parcel B-1, the minimum building setback from right-of-way of public street shall be ten feet (10') and the maximum building height shall not exceed three stories. The minimum total gross living area of the townhomes shown on the Primary Plat shall be 1,700 SF.

**2.3** Additional Development Standards for all Dwellings. The following shall apply to all homes shown on the Primary Plat.

- A. Vinyl siding shall be a prohibited material.
- B. Each home shall have a two-car garage.
- C. The Character Exhibits, attached hereto as Exhibits B (Townhomes) and Exhibit C (Single Family Homes), are hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the lots shown on the Primary Plat. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are required to be constructed and that contribute to the Primary Plat's intent and vision. It is not the intent to limit the architectural styles shown in the Character Exhibits, but to encourage diversity in architectural styles of Dwellings within the Primary Plat. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's determination may be appealed to the Plan Commission. 📌

**Section 4.**     **Landscaping.** The Real Estate shall be landscaped in a manner substantially similar to the design shown on Primary Plat Landscape Plans (the “Landscape Plans”) for the site (Petition No. 1707-SPP-08). The Landscape Plans are hereby incorporated by reference into this PUD amendment. In addition to the plantings shown on the Landscape Plans, Builders shall landscape each Lot with a minimum of one (1) ornamental tree or evergreen tree and shrub plantings at the following rates:

|                |                         |
|----------------|-------------------------|
| Townhome Lots: | Four (4) shrubs per Lot |
| 31’ Lots:      | Five (5) shrubs per Lot |
| 36’ Lots:      | Six (6) shrubs per Lot  |

**Section 5.**     **Vision Clearance.** The standards of Article 6.19: Vision Clearance Standards shall apply, except that a measurement of twenty-five (25) feet may be used for private streets with approval by the Public Works Department.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WESTFIELD CITY COUNCIL

**Voting For**

**Voting Against**

**Abstain**

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Jim Ake

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Jim Ake

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Jim Ake

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James J. Edwards

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James J. Edwards

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James J. Edwards

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Steven Hoover

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Steven Hoover

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Steven Hoover

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Robert L. Horkay

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Robert L. Horkay

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Robert L. Horkay

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Mark F. Keen

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Mark F. Keen

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Mark F. Keen

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Charles Lehman

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Charles Lehman

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Charles Lehman

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Cindy L. Spoljaric

ATTEST:

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Cindy Gossard, Clerk Treasurer

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



I hereby certify that **ORDINANCE 17-**\_\_\_\_ was delivered to the Mayor of Westfield  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ m. 

\_\_\_\_\_  
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 17-**\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

I hereby VETO **ORDINANCE 17-**\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
J. Andrew Cook, Mayor

\_\_\_\_\_  
J. Andrew Cook, Mayor

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

**EXHIBIT A**  
**(REAL ESTATE)**

**Parcel I:**

A part of the West Half of Section 5, Township 18 North, Range 4 East of the 2nd Principal Meridian, Washington Township, Hamilton County, Indiana, being described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 5; thence South 00 degrees 03 minutes 28 seconds East (bearings based on prior surveys by the Schneider Corporation under job number 4134 on an assumed bearing) along the West line of said Northwest Quarter a distance of 917.53 feet to the northwest corner of the South Half of said Northwest Quarter; thence South 00 degrees 03 minutes 28 seconds East along the West Line of the said South Half-Quarter Section a distance of 25.00 feet; thence South 89 degrees 00 minutes 37 seconds East, parallel with the North line of said South Half a distance of 615.39 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 76.32 feet to the Point of Beginning; thence North 67 degrees 05 minutes 20 seconds East a distance of 102.05 feet; thence North 89 degrees 52 minutes 47 seconds East a distance of 256.32 feet; thence South 89 degrees 00 minutes 37 seconds East a distance of 134.60 feet; thence South 00 degrees 59 minutes 23 seconds West a distance of 44.50 feet; thence South 33 degrees 46 minutes 53 seconds East a distance of 57.10 feet; thence South 22 degrees 59 minutes 43 seconds West a distance of 62.71 feet to a tangent curve to the left having a radius of 425.00 feet, the radius point of which bears South 67 degrees 00 minutes 17 seconds East; thence southwesterly and southerly along said curve an arc distance of 161.22 feet to a point which bears North 88 degrees 44 minutes 20 seconds West from said radius point; thence South 90 degrees 00 minutes 00 seconds West a distance of 471.86 feet; thence North 04 degrees 34 minutes 33 seconds East a distance of 170.63 feet to a tangent curve to the left having a radius of 170.00 feet, the radius point of which bears North 85 degrees 25 minutes 27 seconds West; thence northerly along said curve an arc distance of 13.58 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; thence North 00 degrees 00 minutes 00 seconds East a distance of 84.76 feet to the Point of Beginning, containing 3.401 acres, more or less.

**Parcel II:**

A part of the West Half of Section 5, Township 18 North, Range 4 East of the 2nd Principal Meridian, Washington Township, Hamilton County, Indiana, being described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 5; thence South 00 degrees 03 minutes 28 seconds East (bearings based on prior surveys by the Schneider Corporation under job number 4134 on an assumed bearing) along the West line of said Northwest Quarter a distance of 917.53 feet to the northwest corner of the South Half of said Northwest Quarter, thence South 00 degrees 03 minutes 28 seconds East along the West Line of the said South Half-Quarter Section a distance of 25.00 feet; thence South 89 degrees 00 minutes 37 seconds East, parallel with the North line of said South Half a distance of 1368.87 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 50.01 feet to the Point of Beginning; thence North 89 degrees 00 minutes 37 seconds West a distance of 158.39 feet to a non-tangent curve to the right having a radius of 325.00 feet, the radius point of which bears North 76 degrees 34 minutes 49 seconds

West; thence southerly and southwesterly along said curve an arc distance of 54.32 feet to a point which bears South 67 degrees 00 minutes 17 seconds East from said radius point; thence South 22 degrees 59 minutes 43 seconds West a distance of 104.03 feet to a tangent curve to the left having a radius of 375.00 feet, the radius point of which bears South 67 degrees 00 minutes 17 seconds East; thence southwesterly and southerly along said curve an arc distance of 150.56 feet to a point which bears South 89 degrees 59 minutes 31 seconds West from said radius point; thence South 00 degrees 00 minutes 29 seconds East a distance of 183.71 feet to a non-tangent curve to the left having a radius of 25.00 feet, the radius point of which bears North 36 degrees 51 minutes 42 seconds East; thence southeasterly and easterly along said curve an arc distance of 16.08 feet to a point which bears South 00 degrees 00 minutes 00 seconds West from said radius point; thence North 90 degrees 00 minutes 00 seconds East a distance of 230.74 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 479.82 feet to the Point of Beginning, containing 2.480 acres, more or less.

**Parcel III:**

Blocks C, D and E of The Villages of Oak Manor Section 3A, a Subdivision in Hamilton County, Indiana, as per plat thereof recorded January 26, 2009 as Instrument Number 2009003437, Plat Cabinet 4, Slide 519 in the Office of the Recorder of Hamilton County, Indiana.



EXHIBIT "A "

(Real Estate)



EXHIBIT "B"

(Character Exhibits - Townhomes)





**EXHIBIT "B"**  
**(Character Exhib its - Townhomes)**





**EXHIBIT “C”**

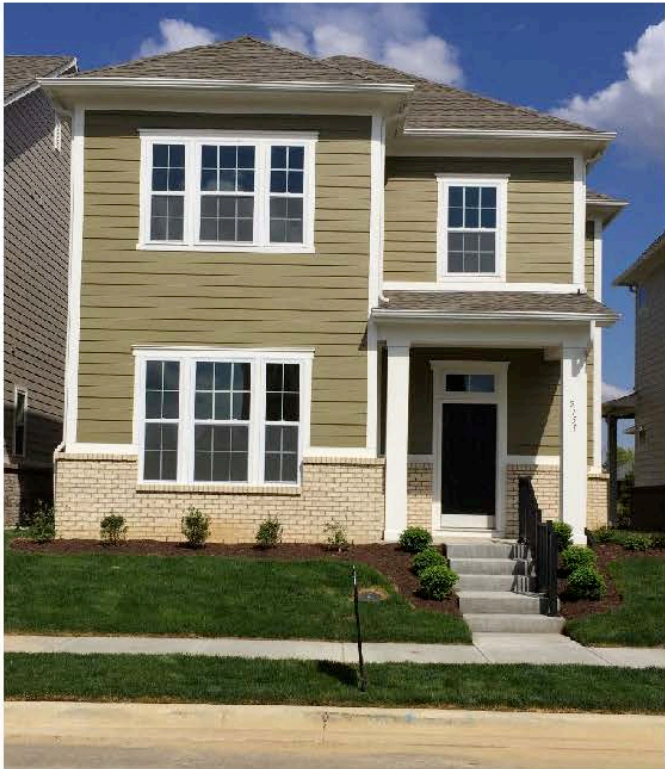
**(Character Exhibits – Single Family Homes on 31’ Lots)**





**EXHIBIT “C”**

**(Character Exhibits – Single Family Homes on 36’ Lots)**

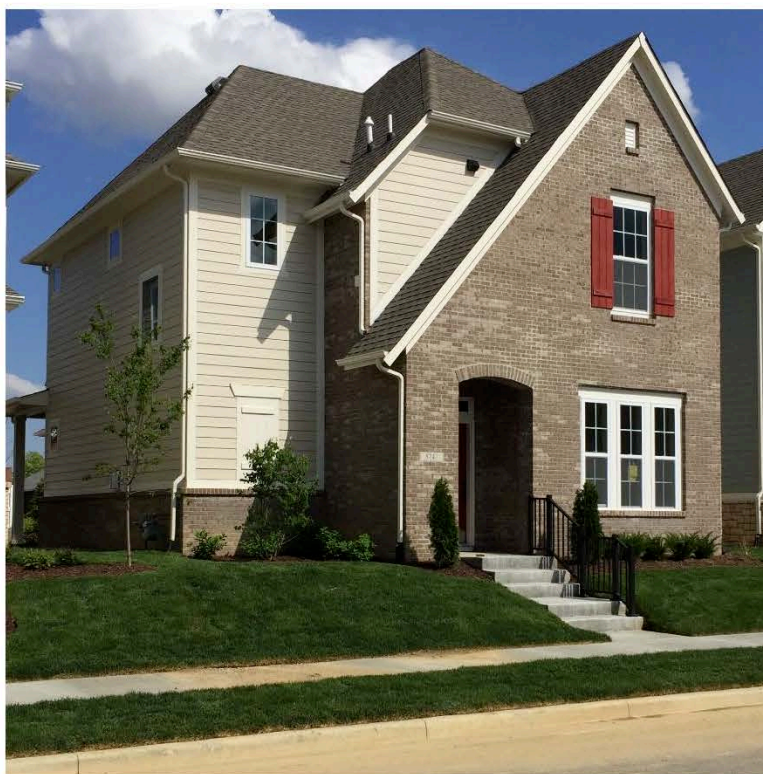






**EXHIBIT "C"**

**(Character Exhibits – Single Family Homes on 36' Lots)**





**Pamela Howard**

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**From:** Thom Huge <thomhuge44@gmail.com>  
**Sent:** Friday, August 25, 2017 11:06 AM  
**To:** Council Members  
**Cc:** Pamela Howard; Edward Higgins; Lyle & Lois Backes  
**Subject:** Villages of Oak Manor PUD under consideration by Westfield City Council 8/28/2017

Members of the Westfield City Council:

At the suggestion of Pam Howard, we express our concerns about the Villages of Oak Manor Lancashire II PUD that will be voted on in your upcoming Council meeting on August 28, 2017.

Our major concern regards the amount of actual living space of each residence. This does not include garage space. The proposed PUD lists the minimum gross floor area for ground level as 650 square feet or 700 square feet for the single family homes to be built.

We understood from Bryan Stumpf there would be a minimum of 1,650 square feet of living space in the single family homes. This is the number that needs to be included in writing in the new PUD. The stating of this specific number (1,650 square feet) would ensure those standards will be maintained throughout the course of development.

Please seriously consider and regard our request.

Cordially,

Karen and  
Thom Huge  
17226 Wetherington Drive  
Westfield, IN 46074-5514  
(317) 804-9027 (h)  
(317) 690-3548 (c)

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[thomhuge44@gmail.com](mailto:thomhuge44@gmail.com)

## **Pamela Howard**

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**From:** Pam Gasway <pkgasway@hotmail.com>  
**Sent:** Monday, August 28, 2017 2:32 PM  
**To:** APC  
**Subject:** 11th St Development

Dear Council Members,

I am writing because I am concerned about the zoning modification of the 11th Street Development.

Oak Manor Steering Committee and many residents attended a meeting 7-24-17 and offered compromises, which the development corp. was unwilling to consider.

My husband and I moved here from Terre Haute in June. This zoning modification is quite a surprise! This change will increase density in buildings -- 109 buildings versus 5! There are no planned green spaces and amenities. This is not the neighborhood we expected when we purchased in Westfield.

I would sincerely appreciate it if you would consider voting against this proposal in its current form.

Sincerely,

Pamala Gasway  
3411 Heathcliff Ct  
Westfield, IN 46074

Sent from my iPad