

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_08_2016

Monday, August 08, 2016 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, August 08, 2016 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 7-25-16](#)

Guests:

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

Council Response to Guest Comments

Claims:

Documents: [Docket-43](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Old Business:

Ordinance 16-13: Bridgewater PUD District Amendment (Parcel M3)

Council Introduction: June 13, 2016

APC Public Hearing: July 18, 2016

APC Recommendation: August 1, 2016

Adoption Consideration: August 8, 2016

Documents: [Ordinance 16-13](#) | [Location Map](#) | [Signage Exhibit](#) | [Staff Report](#) | [Landscaping Plan](#)

Ordinance 16-24: Harmony PUD (Apartment Area)

Council Introduction: May 9, 2016

APC Public Hearing: June 6, 2016

APC Public Hearing: July 5, 2016

APC Recommendation: July 5, 2016

Adoption Consideration: August 8, 2016

Documents: [Ordinance 16-24](#) | [Staff Report](#)

Ordinance 16-25: Park Street PUD District

Council Introduction: July 11, 2016

APC Public Hearing: August 1, 2016

APC Recommendation: August 1, 2016

Adoption Consideration: August 8, 2016

Documents: [Ordinance 16-25](#) | [Staff Report](#)

New Business:

Ordinance 16-27: Wood Wind Planned Unit Development (PUD) District

Council Introduction: August 8, 2016

APC Public Hearing: September 6, 2016

APC Recommendation: September 19, 2016

Adoption Consideration: October 10, 2016

Documents: [Ordinance 16-27](#) | [Concept Plan](#) | [Location Map](#) | [Project Overview](#)

Ordinance 16-28: Springmill Trails Planned Unit Development (PUD) District

Council Introduction: August 8, 2016

APC Public Hearing: September 6, 2016

APC Recommendation: September 19, 2016

Adoption Consideration: October 10, 2016

Documents: [Ordinance 16-28](#) | [Location Map](#)

Ordinance 16-29: Junction North Planned Unit Development (PUD) District

Council Introduction: August 8, 2016

APC Public Hearing: September 6, 2016
APC Recommendation: September 19, 2016
Adoption Consideration: October 10, 2016
Documents: [Ordinance 16-29](#) | [Location Map](#) | [Concept Plan](#)

Ordinance 16-31: Authorizing the Issuance & Sale of Bonds for the Purpose of Procuring Funds to Pay for Certain Agreements
Council Introduction: August 8, 2016
Public Hearing: August 22, 2016
Adoption Consideration: August 22, 2016
Documents: [Ordinance 16-31](#) | [Redline Ordinance 16-31](#)

Ordinance 16-32: Appropriating the Proceeds of the City's General Obligation Bonds Series 2016 and Any Investment Earnings Thereon
Council Introduction: August 8, 2016
Public Hearing: August 22, 2016
Adoption Consideration: August 22, 2016
Documents: [Ordinance 16-32](#) | [Redline Ordinance 16-32](#)

Ordinance 16-33: Approving a Determination to Enter into a Proposed Lease and the Issuance of Bonds & the Pledge of Certain Revenues of the City to the Payment of Lease Rentals
Council Introduction: August 8, 2016
Adoption Consideration: August 22, 2016
Documents: [Ordinance 16-33](#)

Resolution 16-119: Regarding a Local Option Income Tax for Public Safety Purposes
Council Introduction: August 8, 2016
Adoption Consideration: August 8, 2016
Documents: [Resolution 16-119](#)

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

ORDINANCE NUMBER 16-28

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

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

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

WHEREAS, the Common Council enacted Ordinance No. 11-19, The Harmony Planned Unit Development District (the "Springmill Trails PUD Ordinance") on September 12, 2011;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1609-PUD-15**), requesting an amendment to the Springmill Trails PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1609-PUD-15** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a [REDACTED] 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 [REDACTED], 2016;

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 Springmill Trails PUD Ordinance and Unified Development Ordinance (the "UDO") are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Springmill Trials PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Springmill Trails PUD Ordinance; and (iii) the provisions of the UDO, 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 Springmill Trails PUD Ordinance, as amended.

- 1.2 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.3 All provisions and representations of (i) the UDO or (ii) The Springmill Trails PUD Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance or The Springmill Trails PUD Ordinance shall have the meanings ascribed to them in the UDO.

- 2.1 Illustrative Character Exhibit – Garage Door Styles: The garage styles, attached hereto as **Exhibit B.**

Section 3. **Development Standards.** The standards applicable to the Springmill Trails PUD Ordinance shall apply to the development of the Real Estate, except as otherwise modified below.

- 3.1 Vinyl Siding. In order to encourage greater streetscape diversity and allow a more vibrant array of siding colors, Section 2.3.F.1(c) of the Springmill Trials PUD shall be deleted and replaced with the following:
 - A. Surface area of all remaining elevations shall have masonry, natural materials or vinyl siding (0.046 mil thickness or greater) as the exterior building material subject to any exception permitted in this Article.
- 3.2 Garage Doors. Section 2.3.F.9(a) of the Springmill Trials PUD regarding garage door design elements shall be deleted and replaced with the following:
 - A. One of the garage door treatments illustrated in Exhibit “B” shall be used throughout the Real Estate. Other treatments may be substituted if approved by the Director of Economic and Community Development Department (the “Director”). Adverse determinations by the Director may be addressed in the form of a request for an amendment to the Springmill Trails PUD.
 - B. Garage Door Treatments include: (i) doors with windows or decorative hardware; (ii) doors with windows and decorative hardware; or (iii) other Garage Door Treatments of like quality and character approved by the Director.
 - C. A maximum of two (2) of the same Garage Door Treatments may be located

on adjacent lots on the same side of the street.

Section 4. **Additional Standards.**

- 4.1 The construction of all single family detached homes on the Real Estate shall include the following:
- A. White shall be the color of all (i) window trim, (ii) fascia and (iii) corner board areas;
 - B. All sheathing on exterior walls shall be oriented strand board (OSB); and
 - C. All exterior walls shall be framed with 2 x 6 inch studs.

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

ALL OF WHICH IS ORDAINED/RESOLVED THIS __ DAY OF _____, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

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

I hereby certify that **ORDINANCE 16-28** was delivered to the Mayor of Westfield

on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-28**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-28**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

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

SMT PUD Amendment - 2016 Waters Edge Amendment 072616

SCHEDULE OF EXHIBITS

- Exhibit A Real Estate (Legal Description)
- Exhibit B Illustrative Character Exhibit – Garage Door Styles

EXHIBIT A
REAL ESTATE
(Page 1 of 3)

Parcel One:

Part of the East Half of the Northeast Quarter of Section 33, Township 19 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South 00 degrees 10 minutes 40 seconds West (Indiana State Plane East Zone Bearing) 1314.10 feet along the east line of said Northeast Quarter to the Point of Beginning of this description; thence continuing South 00 degrees 10 minutes 40 seconds West 1338.29 feet along said east line to the southeast corner of the said Northeast Quarter; thence South 89 degrees 29 minutes 25 seconds West 1320.53 feet along the south line of said Northeast Quarter to the southwest corner of the East Half of said Northeast Quarter; thence North 00 degrees 06 minutes 08 seconds East 935.20 feet along the west line of said East Half to the centerline of Little Eagle Creek, with the following eight (8) courses being along said centerline (meander line); (1) thence North 68 degrees 58 minutes 37 seconds East 19.35 feet; (2) thence North 10 degrees 18 minutes 45 seconds East 31.12 feet; (3) thence North 29 degrees 35 minutes 47 seconds East 39.48 feet; (4) thence North 39 degrees 32 minutes 24 seconds East 110.28 feet; (5) thence North 51 degrees 47 minutes 14 seconds East 92.59 feet; (6) thence North 40 degrees 23 minutes 09 seconds East 57.84 feet; (7) thence North 53 degrees 40 minutes 03 seconds East 114.02 feet; (8) thence North 18 degrees 24 minutes 35 seconds East 2.00 feet; thence South 67 degrees 39 minutes 23 seconds East 340.79 feet; thence South 34 degrees 42 minutes 51 seconds West 308.11 feet to a curve to the left having a radius of 545.00 feet, the radius point of which bears South 55 degrees 17 minutes 09 seconds East; thence southerly along said curve an arc distance of 264.00 feet to a point which bears North 83 degrees 02 minutes 24 seconds West from said radius point; thence South 83 degrees 20 minutes 30 seconds East 118.50 feet; thence North 71 degrees 51 minutes 53 seconds East 73.64 feet; thence South 79 degrees 33 minutes 49 seconds East 120.38 feet to a non-tangent curve to the right having a radius of 240.90 feet, the radius point of which bears South 77 degrees 11 minutes 21 seconds East; thence northerly along said curve an arc distance of 92.09 feet to a point which bears North 55 degrees 17 minutes 09 seconds West from said radius point; thence North 34 degrees 42 minutes 51 seconds East 588.27 feet to a non-tangent curve to the right having a radius of 276.50 feet, the radius point of which bears North 25 degrees 09 minutes 23 seconds East; thence northwesterly along said curve an arc distance of 18.04 feet to a point which bears South 28 degrees 53 minutes 42 seconds West from said radius point; thence North 28 degrees 53 minutes 42 seconds East 173.62 feet; thence South 89 degrees 49 minutes 41 seconds East 214.36 feet to the Point of Beginning, containing 31.805 acres, more or less.

EXHIBIT A
REAL ESTATE
(Page 2 of 3)

Parcel Two:

Part Part of the East Half of the Northeast Quarter of Section 33, Township 19 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 00 degrees 10 minutes 40 seconds West (Indiana State Plane East Zone Bearing) 1314.10 feet along the east line of said Northeast Quarter; thence North 89 degrees 49 minutes 41 seconds West 214.36 feet; thence South 28 degrees 53 minutes 42 seconds West 173.62 feet to a non-tangent curve to the left having a radius of 276.50 feet, the radius point of which bears North 28 degrees 53 minutes 42 seconds East; thence easterly along said curve an arc distance of 18.04 feet to a point which bears South 25 degrees 09 minutes 23 seconds West from said radius point; thence South 34 degrees 42 minutes 51 seconds West 588.27 to a curve to the left having a radius of 240.90 feet, the radius point of which bears South 55 degrees 17 minutes 09 seconds East; thence southerly along said curve an arc distance of 92.09 feet to a point which bears North 77 degrees 11 minutes 21 seconds West; thence North 79 degrees 33 minutes 49 seconds West 120.38 feet; thence South 71 degrees 51 minutes 53 seconds West 73.64 feet; thence North 83 degrees 20 minutes 30 seconds West 118.50 feet to a non-tangent curve to the right having a radius 545.00 feet, the radius point of which bears South 83 degrees 02 minutes 24 seconds East; thence northerly along said curve an arc distance of 264.00 feet to a point which bears North 55 degrees 17 minutes 09 seconds West; thence North 34 degrees 42 minutes 51 seconds East 308.11 feet; thence North 67 degrees 39 minutes 23 seconds West 340.79 feet to the centerline of Little Eagle Creek, with the following eight (8) courses being along said centerline (meander line); (1) thence North 18 degrees 24 minutes 35 seconds East 63.41 feet; (2) thence North 44 degrees 35 minutes 50 seconds East 62.49 feet; (3) thence North 28 degrees 16 minutes 45 seconds East 128.55 feet; (4) thence South 86 degrees 06 minutes 09 seconds East 28.88 feet; (5) thence North 35 degrees 44 minutes 39 seconds East 80.80 feet; (6) thence North 16 degrees 18 minutes 20 seconds East 63.18 feet; (7) thence North 04 degrees 13 minutes 31 seconds East 139.38 feet; (8) thence North 09 degrees 12 minutes 49 seconds East 144.86 feet to a prolonged south line of the tract of land described in instrument number 2010055559 as recorded in the Office of the Recorder of Hamilton County; thence North 89 degrees 20 minutes 18 seconds East 696.62 feet along said prolonged south line and the south line of said tract of land described in instrument number 2010055559; thence North 00 degrees 10 minutes 40 seconds East 768.36 feet parallel with the east line of said Northeast Quarter to the north line of said Northeast Quarter; thence North 89 degrees 20 minutes 18 seconds East 60.01 feet along said north line to the Point of Beginning, containing 18.509 acres, more or less.

EXHIBIT A
REAL ESTATE
(Page 3 of 3)

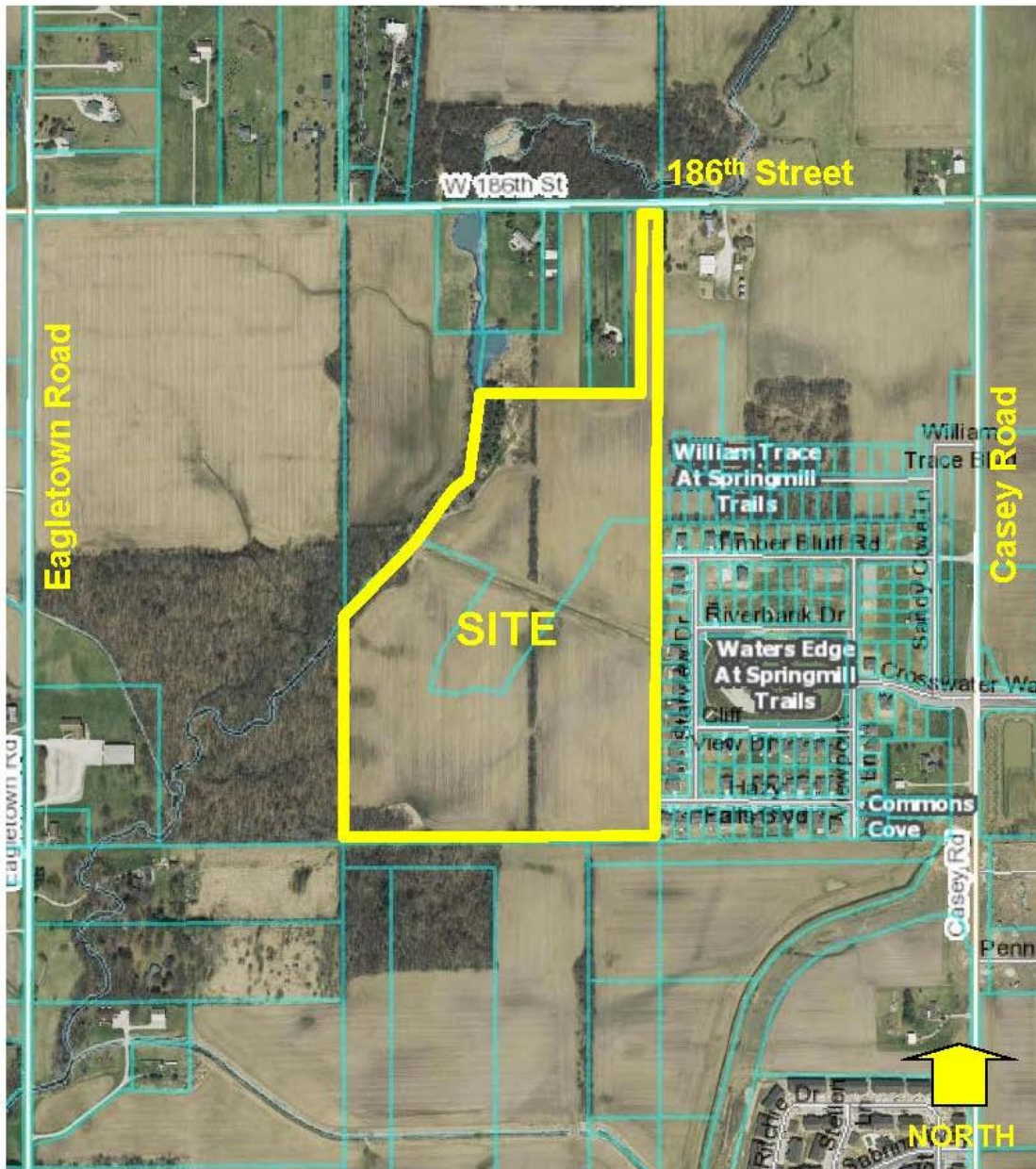


EXHIBIT B
ILLUSTRATIVE CHARACTER EXHIBIT - GARAGE DOOR STYLES
(Page 1 of 3)

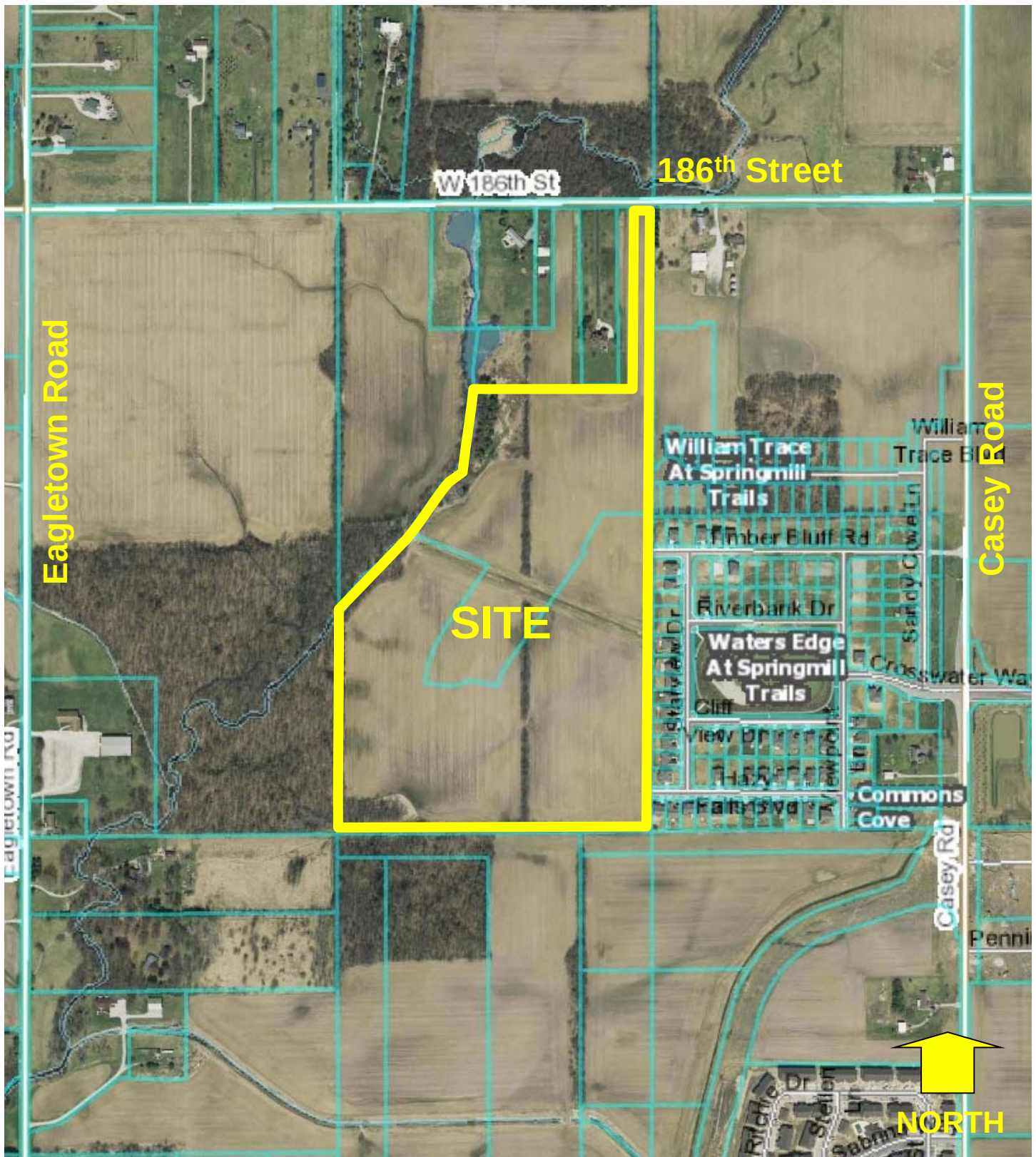


EXHIBIT B
ILLUSTRATIVE CHARACTER EXHIBIT - GARAGE DOOR STYLES
(Page 2 of 3)



EXHIBIT B
ILLUSTRATIVE CHARACTER EXHIBIT - GARAGE DOOR STYLES
(Page 3 of 3)





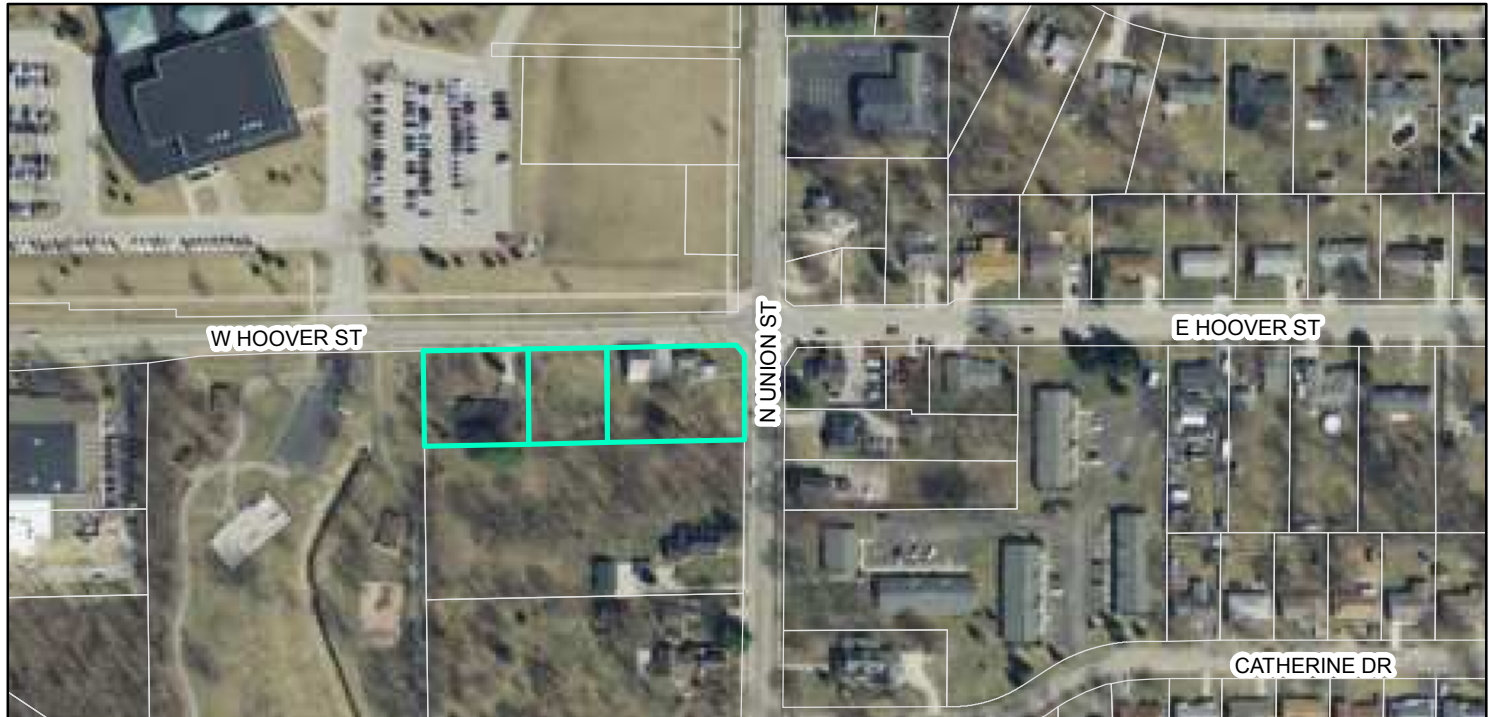
**Springmill Trails PUD – Waters Edge Amendment
Site Location Map / Aerial Photograph**



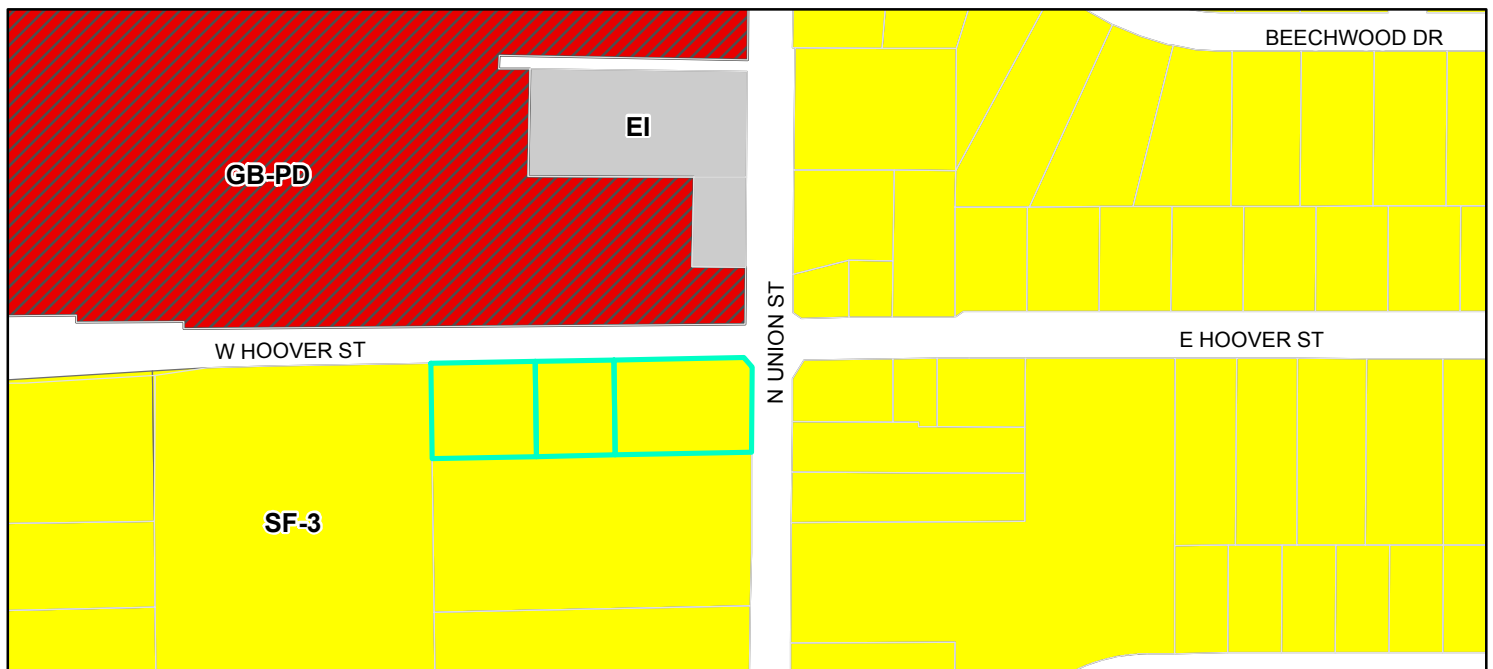
Location Map
Junction North PUD District
1609-PUD-14 (Ordinance 16-29)



Aerial Location Map



Zoning Map



- Parcel **Zoning**
- Parcel
 - GB-PD (General Business - Planned Development)
 - SF-3 (Single Family - 3)
 - EI (Enclosed Industrial)

Junction North

Exhibit B - Concept Plan

HOOVER STREET (181st STREET)

LOT 5

LOT 4

LOT 3

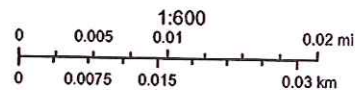
LOT 2

LOT 1

UNION STREET



 Parcels



Westfield City Council July 25, 2016

The Westfield City Council met in regular session on Monday July 25, 2016 at the Westfield City Hall. Members present were Chuck Lehman, Steve Hoover, Joe Edwards, Cindy Spoljaric, Jim Ake and Mark Keen. Also present were Clerk Treasurer, Cindy Gossard and City Attorney Brian Zaiger.

President Chuck Lehman called the meeting to order at 10:00 a.m.

Approval of Minutes:

Joe Edwards made a motion to approve July 11, 2016 minutes as presented. Cindy Spoljaric seconded. Vote: Yes-6; No-0.

Claims:

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

Miscellaneous Business/Special Presentations:

None

New Business:

Ordinance 16-26: The Trails PUD Amendment

Council Introduction: July 25, 2016

APC Public Hearing: August 1, 2016

APC Recommendation: August 15, 2016

Adoption Consideration: September 12, 2016

Kevin Todd and Birch Dalton(developer) presented stating this would amend the current UDO to become a PUD known as The Trails PUD District. Details of the purposed use of the property were discussed.

Item moved on to APC

CITY COUNCIL COMMENTS:

Chuck Lehman asked CC to consider a request from Parks Department to sponsor (\$1500) Christmas in July.

Steve Hoover gave APC update

Guest:

Steve Goodere, representing Centennial and Brookstone Park neighbors and Carla and Mark Schaaf representing Harmony neighbors spoke concerning the Harmony Commercial District. (146th St and Ditch Road)

MAYOR COMMENTS:

None

Meeting adjourned 10:42 am

Clerk-Treasurer

President

ORDINANCE NUMBER 16-27

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

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

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2016;

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

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

Section 1. Applicability of Ordinance.

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

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

2.1 Wood Wind Definitions:

Development Amenities: Neighborhood or development features that provide comfort, convenience, pleasure, and increased quality of life and may include, but are not limited to: Clubs, clubhouses, golf course, gyms, swimming pools, tennis courts, basketball courts, ball fields (soccer, football, etc.), walking/jogging/biking trails, picnic/barbecue group areas, playgrounds, volleyball courts, and racquetball courts; and related facilities and activities.

Open Space: Land used for recreation, resource protection, amenity, and/or screening. Open Space may include Natural Areas, Parks, Development Amenities, internal medians in rights-of-way, cul-de-sac islands, Recreational Facilities, railroad corridors, Buffer Yards, public art spaces, interpretative sites, and performing art spaces. Open Space does not include any area of land included on a Lot used for another primary use such as residential or commercial.

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

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District of this District shall be:

- 4.1 The SF-4 District for all land designated for single family dwellings on the Concept Plan;
- 4.2 The SF-4 District for all land designated for Golf Course and Development Amenities on the Concept Plan;
- 4.3 The MF2 District for all land designated for multi-family dwellings on the Concept Plan; and,
- 4.4 The GB District for all land designated for commercial development on the Concept Plan.

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

5.1 **Single Family Areas:**

- A. Areas 1 & 2 - Permitted Uses in Single Family Residential Areas 1 & 2 shall include:
 - 1. Dwelling, Single Family
 - 2. Home Business
 - 3. Development Amenities (including, but not limited to club house, pool area, fitness center, game courts, active open space)
 - 4. Golf Course (including a Driving Range, Sit Down Restaurant with Bar area and outdoor seating, and Banquet Center)
 - 5. Park, Public or Private
 - 6. Residential Facility
- B. Areas 3, 4, & 5 - Permitted Uses in Single Family Residential Areas 3, 4, & 5 shall include:
 - 1. Dwelling, Single Family
 - 2. Home Business
 - 3. Development Amenities (including but not limited to passive open space and trails);
 - 4. Park, Public or Private
 - 5. Residential Facility

5.2 **Multi-family Area:**

A. Permitted Uses in the Multi-family Area shall include:

1. Uses permitted in the MF-2 District
2. Dwelling, Multi-family
3. Dwelling, Duplex
4. Dwelling, Triplex
5. Dwelling, Quadraplex
6. Nursing Home
7. Assisted Living Facility
8. Childcare / daycare center
9. Office uses

5.3 **Commercial Area:**

A. Permitted Uses in the Commercial Area shall include:

1. Uses permitted in the GB District (including not more than one stand-alone gasoline service station and subject to the limitation set forth in 5.4, B., below),
2. Hospital
3. Assisted Living Facility
4. Nursing Home

5.4 **Prohibited Uses:** The following uses shall be prohibited:

A. Prohibited Uses in the Single Family Areas shall include:

1. Car ports on individual single family lots

B. Prohibited Uses in the Commercial Area shall include:

1. Self-service car wash
2. Tattoo parlor
3. Tobacco shop
4. Billiard parlor
5. Cemetery monument sales
6. Truck and trailer sales/rental

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

6.1 Single Family Areas: The following standards shall apply to the various Single Family areas of this District as specified below:

Single Family Area Development Standards

	Area 1	Area 2	Area 3	Area 4	Area 5
Minimum Lot Area	9,750 sf	10,000 sf	7,500 sf	8,000 sf	8,000 sf
Minimum Lot Frontage	30'	20'	15'	30'	30'
Minimum Building Setback					
Front	25'	25'	25'	25'	25'
Side (Minimum)	3'	5'	7'	3'	7'
Side (Aggregate)	10'	10'	14'	10'	14'
Rear	25'	25'	25'	25'	25'
Minimum Lot Width at Platted Building Line	75'	73'	60'	63'	63'
Maximum Building Height	35'	35'	35'	35'	35'
Minimum Living Area (Ground Floor)					
Single Story	2,300 sf	2,600 sf ⁽¹⁾	1,600 sf	1,600 sf	1,600 sf
Two Story	1,300 sf	2,300 sf ⁽¹⁾	1,350 sf	1,350 sf	1,350 sf
Minimum Living Area (Total)					
Two Story	2,700 sf	2,900 sf	2,400 sf	2,400 sf	2,400 sf

(1) Loft units may have a minimum 2,300 sf on ground floor with 600 sf loft area.

6.2 Golf Course and Development Amenity Areas: The following standards shall apply to the Golf Course and Development Amenities located in Area 1 and Area 2 of this District. In case of conflict between the following standards and other provision of this District or the Unified Development Ordinance, the provisions of this Section shall control:

- A. Architecture: The architectural style and building materials for new or expanded structures in the Golf Course or Development Amenities portions shall be consistent and compatible with the architectural style and building materials of existing buildings in the Golf Course, as determined by the Director.
- B. Loading Docks: Any loading docks developed in the Golf Course shall be screened from view from any perimeter street or abutting residential property by the use of either landscaping or screen walls. If screen walls are used, the walls may be made of similar materials to the building at which the loading docks are located.

- C. Fencing / Protective Net: Open wire mesh or chain-link fencing surrounding tennis courts and Golf Course practice areas may be erected to a height that meets national regulations for the sport or an increased height specified by the Department of Public Works, so as to protect any nearby traffic or buildings.
- D. Accessory Buildings or Structures: There shall be no limit on the number of accessory buildings or structures to support the Golf Course and related operations. The location of each new or expanded accessory building or structure shall be subject to the approval of the Director.
- E. Building Height: The golf clubhouse, restaurant, recreation center and similar or ancillary Golf Course Use and Development Amenity buildings shall not exceed fifty-five (55') in height.
- F. Golf Cart Parking: When applicable and approved by the Director, parking spaces for golf carts may be included in the overall parking lot plan.
- G. Parking Lot Design: Cement wheel stops shall not be required in parking lots of Golf Course and related uses or Development Amenities.
- H. Interior Parking Area Islands: The design objectives of Article 6.8, O., b., shall not apply to any parking areas associated with the Golf Course or Development Amenities.
- I. Ancillary Structures: Tents, pavilions, patios and related equipment or displays (e.g., leaderboards) which are ancillary uses to the Golf Course and related uses (e.g., weddings, social events, golf demonstration or training tents), shall be deemed permanent as an ongoing ancillary use to existing operations and shall not require a temporary use permit.
- J. Landscaping / Road Frontage Standards: The road frontage landscaping requirements shall not apply along Golf Course areas adjoining or located along Internal or External Streets
- K. Landscaping: The provisions of Article 6.8, K – Minimum Lot Landscaping Requirements shall not be applicable to the Golf Course and Development Amenities areas.
- L. Landscaping: The provisions of Article 6.8, M – External Street Frontage Landscaping Requirements shall not be applicable to the Golf Course and Development Amenities areas.

- M. Signs: Electronic signage for the Golf Course shall be permitted to include scoring or leader board signage with manual or digital changeable copy area, which shall not be counted toward total sign display area square footage or towards total allotted sign area; scoring or leader boards shall be located in the rear or side yards and shall not be visible from public rights-of-way or adjoining residential properties. Outdoor televisions screens shall not be visible from public rights-of-way or adjoining residential properties, and shall not be considered signs.
- N. Signs: Message or announcement boards mounted to the Clubhouse or other Golf Course Use buildings or Development Amenities shall not count toward total allotted sign area and shall not be visible from public rights-of-way or adjoining residential properties.
- O. Signs: All temporary or permanent signs related to tours or layout of the Golf Course or Development Amenities (e.g., hole numbers, description of area or directional signs for tours) shall not count towards allotted real estate signs.
- P. Signs: Signs two (2) square feet in area or less and located along internal drives and parking areas within the Golf Course and Development Amenities area shall be exempt.
- Q. Lighting: Architectural lighting may be directed upward on Golf Course and Development Amenity buildings for the softening of walls and entryways, provided that the light fixture is fully shielded and all light output is directed onto the building wall.

6.3 Multi-family Area: The following standards shall apply to the Multi-family area of this District as specified below:

- A. The Multi-Family Area shall comply with the Standards of the MF-2 District of the Zoning Ordinance except as modified below by the addition or modification of the provisions and text thereof:
1. Maximum density shall not exceed fifteen (15) dwelling units per acre.
 2. Maximum number of dwelling units shall not exceed 425 units.
 3. The maximum height of any building in the Multi-Family Area shall be forty-five (45) feet.
 4. The streetscape along Towne Road and 151st Street adjacent to the Multi-Family Area shall be provided with a landscaping area adjacent to the right-of-way a minimum of twenty (20) feet in width, which shall be limited to landscaping materials in conformance with Exhibit C-8-A: Buffer Yard Type A. This twenty (20) foot landscaping area shall be unoccupied except for plant material, steps, pedestrian walkways, terraces, bike paths, utilities, driveways, lighting standards, signs or other similar structures (excluding parking).

6.4 Commercial Area: The following standards shall apply to the Commercial Area of this District as specified below:

- A. The Commercial Area shall comply with the GB District Development Standards except as modified below by the addition or modification of the provisions and text thereof:
1. The maximum height of any building in the Retail Area shall be forty-five (45) feet. Retail use (non-office) buildings shall be limited to a maximum of thirty-five (35) feet in height.
 3. The maximum square footage of any single use permitted under Section 5.3.A hereto shall not exceed 90,000.
 4. The streetscape along 146th Street and Towne Road adjacent to the Commercial Area shall be provided with a landscaping area adjacent to the right-of-way a minimum of twenty (20) feet in width, which shall be limited to landscaping materials in conformance with Exhibit C-8-A: Buffer Yard Type A. This twenty (20) foot landscaping area shall be unoccupied except for plant material, steps, pedestrian walkways, terraces, bike paths, utilities, driveways, lighting standards, signs or other similar structures (excluding parking).
 5. The number of loading berths shall be as is required under the UDO and shall be constructed subject to the following requirements:
 - a. Loading docks and other service areas shall be placed to the rear and side of buildings.
 - b. Screening or landscaping shall minimize the direct view of the loading area from adjacent properties, and from residential development within the overall project.
 - c. Screening and buffering may be achieved through walls, fences and landscaping.

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

7.1 **Article 6.3 Architectural Standards:** Shall apply. In addition, the following shall also apply:

- A. **Character Exhibit.** The Character Exhibit, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed in the District. 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 permitted to be constructed and that contribute to the District's intent and vision. The Director shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Director's decision may be appealed to the Plan Commission.
- B. Specific Architectural Standards – Single-Family Areas:
 - 1. **Perimeter Lots.** The design objectives of Article 6.3, C, 1, shall only be applicable to those perimeter lots designated on **Exhibit C-9 – Perimeter Lots Subject to Architectural Standards.**
 - 2. **Qualifying Characteristics:** The design objectives of Article 6.3, C., 1., b., ii., shall also include the following:
 - a. Installation of black board fencing consistent with the rural landscape.
 - b. Planting of two additional shade, ornamental or evergreen trees in the rear/side yard.
 - 3. **Streetscape Diversity for Perimeter Lots:** The design objectives of Article 6.3, C., 1., iv., shall be replaced with the following:
 - a. The rear Building Façade of Dwellings on no more than three lots in row may not have more than three (3) of the same architectural features that qualify towards meeting the above requirements. Exceptions to this standard may be approved by the Director if the design or placement of the same architectural features otherwise result in substantially different rear Building Facades for adjacent Dwellings.

4. Streetscape Diversity. The design objectives of Article 6.3, C, 2, a, shall be replaced with the following:
 - a. The front façade of a front load garage shall include the use of decorative garage doors (see Exhibit C-6 - Illustrative Garage Door Treatments). A rear-load garage or a side-load garage, with a minimum of twenty-five (25) square feet of windows in the Building Facade oriented toward the Street, shall also meet this objective.
5. Streetscape Diversity. The design objectives of Article 6.3, C, 2, b, shall be replaced with the following:
 - a. Building setback lines shall be established along each internal street frontage to eliminate monotonous building placement substantially as depicted on the Concept Plan.
6. Streetscape Diversity. The design objectives of Article 6.3, C, 2, c, shall be replaced with the following:
 - b. Single family dwelling located on adjacent lots along a front lot line abutting the same street shall comply with the requirements of Exhibit C-7 – Pulte Homes Monotony Code Graphic.

7.2 **Article 6.8 Landscaping Standards**: Shall apply. In addition, the following shall also apply:

- A. Detention and Retention Areas. The design objectives of Article 6.8, I., 1., a. & b. shall be replaced with the following:
 1. Natural Appearance:
 - a. Detention and Retention Areas shall be landscaped in a manner that conforms to G.4.g and shall create a continuation of the natural drifts or ribbons of planting, thus allowing for a continuation of open space between groupings.
 - b. Wetlands/aquatic vegetation planted around the wet perimeter of such areas shall include native grasses, sedges, and wildflower plantings to create lake edge enhancement, and protection of the pond or wetland edge. These plantings shall be arranged in natural drifts of species within the planting and shall encompass the wetland from a minimum of five (5) feet in width from the waters edge, to a maximum of fifteen (15) feet from the waters edge

- B. External Street Frontage Landscaping Requirements: The design objectives of Article 6.8, M., 1., shall be replaced with the following:

1. Residential Uses: A landscaping area with a minimum depth of twenty (20) feet shall be required abutting an External Street along any residential development. The landscaping area shall be designed with predominantly deciduous canopy/shade and ornamental trees to mimic the existing “rural” landscape. Evergreen trees shall be included within the landscaping area with additional evergreens planted at the neighborhood entries. The landscaping area shall also include the use of native wildflower and prairie or no-mow turf plantings in conjunction with maintained turf.

The landscaping area shall include a minimum of four (4) Shade Trees, two (2) Ornamental Trees, and two (2) Evergreen Trees per one hundred (100) lineal feet of road frontage abutting the landscaping area.

A minimum of thirty (30) percent of the landscaping area shall also include a native wildflower, prairie, and/or no-mow groundcover plantings.

Mounding shall not used as a landscape feature as mounding is not consistent with the existing ‘Rural’ landscape.

Traffic islands at community entrances and along internal streets may include landscaping subject to the approval of the Director.

- C. Buffer Yard Requirements: The design objectives of Article 6.8, N., shall be replaced with the following:

1. Intent: The various Buffer Yards of the District have been designed to soften and enhance the appearance of the single family areas from adjacent residential uses and External Street Frontages.
2. Location: Buffer Yards shall located be substantially as depicted on Exhibit C – Buffer Yards. Wherever Exhibit C – Buffer Yards show an alternate buffer yard treatment, the provisions of this Section C shall control.

3. Buffer Yard Types: The following types of Buffer Yards are hereby established. The numbers established below in the Chart: Buffer Yard Types are minimum requirements.

Chart: Buffer Yard Types

Buffer Type	Per 100 Linear Feet				
	Width ⁽¹⁾	Shade Trees ⁽²⁾	Ornamental Trees ⁽³⁾	Evergreen Trees ⁽⁴⁾	Native Wildflower, Prairie & No-mow Grasses ⁽⁵⁾
A	20'	4	2	0	30%
B	30'	4	2	1	15%
C	20'	4	2	2	10%
D	30'	0	2	5	10%
External Road Frontage	20'	4	2	2	30%

- (1) Up to 20% of the length of a Buffer Yard may be reduced in width by up to 40%, but in no case less than of 12 feet in width.
- (2) Shade Trees: provided that 10% of the total number of shade trees planted along the full length of a Buffer Area shall be a minimum of 3-1/2" and 5% shall be minimum of 5".
- (3) Evergreen Trees: provided that 15% of the total number of evergreen trees planted along the full length of a Buffer Area shall be a minimum of 9'.
- (4) Ornamental Trees: provided that 25% of the total number of ornamental trees planted along the full length of a Buffer Area shall be minimum of 2-1/2".
- (5) Denotes percentage of area within an applicable required Buffer Yard.

7.3 **Article 6.17 Signs Standards:** Shall apply. In addition, the following shall also apply:

- A. **Residential Signs:** The design objectives of Article 6.17, F., 7, Article 6.17, G., 1., and Article 6.17, H., shall be replaced with the following:
1. **Column Signs for Individual Entrances:** Individual entrances to the various neighborhoods within the Wood Wind community shall be identified by “column” signs including a “coin” type “WW” logo substantially as depicted in Exhibit C-8-E - Column Elevation & Details. The name of the individual neighborhood may also be included on the column. Columns may be located either on each side of an entrance drive or in a median entrance feature subject to the approval of the Director. Columns shall not exceed fifteen (15) feet in height or fifty (50) square feet in area.
 2. **Monument Signs for Wood Wind Community:** A main project identification monument sign shall be located at the corner of 161st Street and Town Road to identify “Wood Wind of Westfield”. The words “of Westfield” shall be a minimum of fifty percent (50%) of the size of the words “Wood Wind”. The sign area shall not exceed sixty (60) square feet in area, six (6) feet in height, or twenty-five (25) feet in width.
- B. **Temporary Signage:** The design objectives of Article 6.17, K., 2., shall be replaced with the following:
1. **Construction Signs:** Signs advertising construction projects, provided that such Signs shall not exceed sixty-four (64) square feet per face, are placed wholly on the subject property, do not exceed ten (10) feet in height, are limited to a maximum of one (1) sign per Street Frontage per area, and shall be removed at the end of construction. For the purposes of this section, the construction project and the subject property shall include all areas within the District.
- C. **Builder / Developer Directional Signs On-Site:** The design objectives of 6.17, K, 5., f., 3. shall be replaced with the following:
1. **Installation:** Signs shall be erected in the development and may be located along project frontages on Town Road and at neighborhood entry points.

- 7.4 **Multi-Family Area – Specific Architectural Standards:** All new buildings within the Multi-family Area shall comply with the provisions of Article 6.3, E., except as modified by the following:

A. **General Design Goals:**

1. Multi-Family Buildings shall demonstrate the general principles of good design including but not limited to those dealing with form, mass, scale, detail, materials, and colors.
2. The form or shape of structures should avoid monotonous unbroken planes or unrelieved repetition of shape. Visual interest and shadow can be created by offsetting planes with a variety of depths. Roof form is also a key element to achieve desirable form. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. No wall shall have a blank uninterrupted length exceeding sixty (60) feet without a minimum two (2) foot recess or bump-out change in plane.
3. Buildings shall also incorporate at least two (2) architectural elements such as gables, chimneys, balconies, changes in wall plane or other architectural elements on any facade that faces a walkway or is visible from any public street or circulation drive.
4. Overhangs of sufficient depth and in proportion to the façade height can also be important to roof form and for shadow play.
5. Structures shall not be of such mass that it dominates its surroundings or adjacent development. Architectural form and detailing must be used to reduce the appearance of the mass of the structure.
6. Clean, simple, appropriate details are desirable while excessive ornamentation is to be avoided. Details should be consistent with the design concept for the entire structure. Their purpose should be to provide visual interest, human scale, and architectural interest. Window openings must be in proportion to the façade or façade element and have a unified relationship in overall design.
7. All materials should be high quality, durable materials, suitable for the environment. A variety of compatible contrasting textures should be used to provide visual interest. Single material façades are generally not appropriate. Materials should be arranged in logical fashion, lighter above heavier, and in relationship to other materials in terms of percentage, not equal or dominating. Acceptable materials include glass, cultured stone, stucco, brick and wood/ wood composite. Exterior entrances should be

clearly defined and visible by using distinct materials.

8. The overall exterior color scheme must be selected to be harmonious with the neighborhood and blend with the natural surroundings of the site. Colors shall not be used to cause the structure to stand out from others or its background, and shall not include the use of high intensity colors. Consideration must be given to the compatibility of colors with those existing in the vicinity.
9. Mechanicals should be hidden from view. Accessory structures should be compatible with principle structures in terms of character, roof shape, building material, color, and architectural detail.
10. Buildings shall be constructed substantially in accordance with the Character Exhibits contained in Exhibit C-10 - Multi-Family Area General Design Goals.

B. Building Exterior:

All multi-family buildings, shall be constructed with building materials as follows:

1. Exterior
 - a. Minimum. of 85% masonry on all sides for one-story buildings
 - b. 100% masonry on all sides of first story of 2-story buildings
 - c. 100% masonry first story, 40% on all other stories of buildings over 2-story
 - d. Two (2) Different Materials
 - a. A minimum of two (2) different materials shall be utilized for building exteriors, with no less than 10% of the secondary material, including:
 - i. Wood or wood composite siding
 - ii. Stucco
 - e. Vinyl siding and aluminum siding shall be prohibited, except for window cladding and decorative shutters
 - f. Patio and balconies must remain open and not be enclosed after occupancy.

- g. Patios fronting on, and level with, a public street shall be shielded with material compatible with the architectural character of the project or with shrubs.
- h. A minimum of two different colors shall be used for building exteriors, with a maximum of 3.
- i. Window grids on all operable non-casement windows on all elevations.
- j. Chimney chases must be enclosed.
- k. Any side elevation windows shall be treated by shutters, decorative header or surround, where appropriate.

C. Roof Articulation

- 1. Structures shall not have flat roofs, and shall use of traditional roof forms including, but not limited to gables, hips and dormers.
- 2. All roof pitches should be 5/12 minimum, exclusive of porches, bump- outs, or dormers. A roof pitch of 4/12 may be allowed with a minimum 24" roof overhang. Shed roofs (single-plane pitched roofs) are permitted only when the ridge is attached to an exterior wall of a building, and shall conform to pitch requirements.

D. Parking

Garages and perimeter carports shall be constructed with compatible architectural treatment with other site elements, including pitched roofs, enclosed gables and roof materials that match the main buildings. The number of required parking spaces shall comply with the City of Westfield standards.

E. Landscaping

Landscaping requirements shall conform to the overall City of Westfield standards.

F. Amenities and Screening

Storage areas, air conditioning compressors, loading areas, roof objects, trash containers, satellite dishes larger than twenty-four (24) inches in diameter, utility boxes, and maintenance facilities shall either be housed in closed buildings or otherwise screened from view from public streets. Such screening shall include landscaping or permanent fences or solid materials.

7.5 **Commercial Area – Specific Architectural Standards:** All buildings within the Commercial Area shall comply with the provisions of Article 6.3, F., except as modified by the following:

- A. General Design Goals: The development of the commercial area at the northwest corner of 146th Street and Towne Road is intended to establish a mixed-use area that provides an attractive development appropriate to the vicinity and the community.

In order to add architectural interest and variety, avoid the effect of a single, long or massive wall, and establish high quality attractive structures, the following general standards shall apply:

1. On buildings along Towne Road or 146th Street, no wall that faces either of these two streets shall have a blank, uninterrupted length exceeding thirty (30) feet without including one of the following: change in plane, change in height, change in texture or masonry pattern; doors, windows, faux windows, trellis' with vines, or an equivalent element that subdivides the wall into human scale proportions.
2. Side or rear walls along designated walkways may incorporate the use of false windows and door openings defined by frames, sills and lintels, or similarly proportioned modulations of the wall to break up the facade to meet the above mentioned requirements.
3. All sides of the building shall include design characteristics perceived to be generally consistent with those on the front. Buildings along Towne Road or 146th Street shall have side and rear facades that are of the same materials as the front elevation.
4. Drive-thru facilities and Fueling Stations. On parcels adjacent to the 146th Street or Towne Road right-of-way line (and also including parcels where the parcel line may not be immediately adjacent to the 146th Street or Towne Road right-of-way line, but such parcel line is located in such a manner that no significant structures can reasonably be constructed between the parcel and the 146th Street or Towne Road right-of-way line) the following standards shall apply:
 - a. Drive-thru windows and lanes shall not be permitted between the right-of-way line of 146th Street or Towne Road and the side of a structure that is nearest to said right-of-way.

- b. Vehicular fuel pumps and canopies shall be located at least thirty (30) feet farther away from the 146th Street or Towne Road right-of-way line than the elevation of the primary structure, to which the fuel pumps or canopies are appurtenant or associated, that is nearest to said right-of-way line.
 5. Buildings (other than buildings located upon outlets) along Towne Road or 146th Street shall appear (at a minimum) as one and one-half (1 - 1/2) stories from the front and sides. The minimum height for the front facade of any building (facing either Town Road or 146th Street) shall be twenty (20) feet, either at the roofline or at the top of the parapet wall. Minimum heights for other sides of the buildings shall be eighteen (18) feet, either at the roofline or at the top of the parapet wall.
- B. Building Base, Body, and Cap: All architectural elevations of Principal Buildings shall consist of a base, a body, and a cap.
 1. Base: Building materials that are used to accentuate the transition from grade to a height consistent with requirements in this section. (e.g., materials different from those used in the body of the building – such as textured concrete masonry; or designs to accentuate materials used in the body of the building – such as brick rowlocks or soldier courses.)
 2. Body: Building materials and designs that make up the main proportion of the building (should be approximately 80% of the vertical height of the facade, but will vary in relationship to overall design character of each individual building).
 3. Cap: Building materials that are used to accentuate the transition from the body to the top of the building, consistent with the requirements in this section. (For instance, a cornice, crown mold, eave or a sloped roof structure designs.)
 - a. The base shall occupy the lowest portion of the elevation, and shall have a height no less than five percent (5%) of the average wall height.
 - b. The body shall occupy the middle portion of the elevation, and shall have a height no less than fifty percent (50%) of the average wall height.
 - c. The cap shall occupy the highest portion of the elevation, excluding the roof, and shall have a height no less than five percent (5%) of the average wall height.

- d. The cap shall consist of at least one of the following architectural features: a cornice, parapet, awning, canopy, sloped roof or eaves.
 - e. The base and cap shall be clearly distinguishable from the body through changes in color, material, pattern, profile, or texture.
1. Materials: Predominant exterior building materials must be of high quality, and be aesthetically pleasing and compatible with materials used in adjoining neighborhoods within and outside of the Development. The following are permitted:
- a. Building Body: Wood, brick, architectural cast stone, Quick-Brick (rear wall elevations only), EIFS (Synthetic Stucco), decorative tiles, and limestone shall be permitted as siding materials for the body of the building.
 - b. Building Base: Brick, architectural cast stone, limestone or textured concrete masonry units (Quick-Brick or Split Faced Units) shall be permitted as base finish materials.
 - c. Building Cap: Brick, architectural cast stone, limestone, textured concrete block, wood, metal coping or applied materials such as EIFS (Synthetic Stucco) or other synthetic materials (i.e. "Fypon") are examples of materials permitted for the building cap. Vinyl siding and aluminum siding shall be prohibited.
2. Facade Colors: The use of low reflectance, subtle, red brick, or earth tone colors as the predominant colors on the facade is generally acceptable. The use of high intensity colors, metallic colors, fluorescent colors or black as the predominant facade color would have to be reviewed by the Director on a case-by-case basis. However, building trim and accent areas may feature black or brighter colors, including primary colors, but the use of neon tubing as a feature for building trim or accent area is not permitted.
3. Roofs: In order to reduce the massive size of large structures, flat roofs should be enhanced through the utilization of parapets. The roof treatment should harmonize with the character of the surrounding residential character and zoning of the area and with the designs of the buildings adjacent to the structure. Building walls, parapets, and/or roof systems shall be designed to conceal all roof-mounted mechanical equipment from all sides in the elevation view. Mechanical equipment shall be screened from view, at five (5) feet above ground level.
- a. Permitted roof styles shall include gable, mansard, and hip roofs. Flat roofs are permitted if sufficiently disguised through the use of parapet walls.

- b. The height of any pitched roof shall not exceed one-half (1/2) of the overall building height.
 - c. Permitted materials for pitched roofs include wood, slate, fiberglass reinforced asphalt 3 D roof shingles, and standing seam or terner metal. Other roof materials shall require specific approval by the Director on a case-by-case basis.
 - d. Flat canopies (such as those associated with convenience stores with gasoline sales) must be designed in such a manner to create a strong association with the building itself.
4. Additional Outlot Buildings Guidelines:
- a. Retail buildings with less than 8,000 leasable square feet should be oriented closer to Towne Road or 146th Street, subject to a 75' building setback line as measured from the improved rights-of-way.
 - b. Sidewalks in front of buildings should be no less than 5 feet in width.

Section 8. Infrastructure Standards. The District's infrastructure shall comply with Chapter 7: Subdivision Regulations and Chapter 8: Design Standards of the Unified Development Ordinance and the City's Construction Standards, unless otherwise indicated below in the Chart: Subdivision Design Standards or approved by the Plan Commission or Department of Public Works in consideration to the unique design intent of the District.

Chart: Subdivision Design Standards

<u>Description</u>	<u>Standard</u>
Block Standard	Not Applicable
Local Street R/W Width	50'
Local Street Pavement Width (curb back-to-back)	28' Back-to-Back
Cul-de-Sac R/W Width	Varies (See Concept Plan)
Cul-de-Sac Pavement Width (diameter of circle)	Varies (See Concept Plan)
Cul-de-Sac Island	All Cul-de-Sacs Contain Islands
Cul-de-Sac Maximum Length	Varies (See Concept Plan)
Minimum Centerline Radius	190'
Sidewalk Location	Varies (See Concept Plan)
Minimum Distance Between Sidewalk and Back of Curb	When present, 5'
Centerline Tangents Between Reverse Curves	None
Minimum Curb Radius at Entrances	30'
Unique Street/Intersection Geometry	Varies (See Concept Plan)
Intersection Driveway Locations	Varies (See Concept Plan)

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

9.1 Modified Design Standards for District:

- A. Article 8.1 - Block Standards. The design requirements of Article 8.1 regarding the maximum length of a block in a single-family residential Subdivision shall not be applicable to District due to the curvilinear nature of the proposed street pattern.
- B. Article 8.6, F., 3. Open Space and Development Amenity Improvements. The requirements of Section 8.6, F., shall be replaced with the following:
 - 1. The Wood Wind Golf Course open space and amenity shall be partially redesigned, modernized and upgraded. Other than temporary closures required to implement such redesign, modernizing and upgrades, or to provide for other project developments, the golf course and amenity shall remain open and available to the public throughout the development of the District.
 - 2. Other open spaces, such as common areas, open space or pocket parks in Areas 3, 4 or 5, as depicted on the Concept Plan, shall be developed and development amenities in such areas shall be installed prior to the issuance of a Building Permit for more than fifty percent (50%) of the Lots within the Secondary Plat section in which the Common Area, Open Space or pocket park is located.
 - 3. The major amenity area located north of 161st Street shall be constructed in two phases.
 - a. Phase 1 will include the swimming pools (lap pool, resort pool, kiddie pool) and associated bath house (restrooms and showers). Construction of Phase 1 amenities shall commence at or prior to issuance of the 75th single family building permit, but not earlier than October 31, 2018, and be completed within one year.
 - b. Phase 2 will include the amenity center which will include a sport court/multi purpose room and fitness center and tennis courts, basketball courts and a playground. Construction of Phase 2 amenities shall commence at or prior to issuance of the 160th single family building permit, but not earlier than October 31, 2019, and be completed within one year.

- C. Article 8.7, C., 2. Internal Pedestrian Network Standards. The sidewalk requirement along both sides of all internal street shall be replaced with the following:
1. The pedestrian network shall be developed in substantial compliance with the sidewalks, trails and pathways depicted on the Concept Plan.
- D. Article 8.9, Street and Right-of-Way Standards. See Section 8 Infrastructure Standards, above.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Ewards

Steven Hoover

Steven Hoover

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 16-##** was delivered to the Mayor of Westfield
on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-##**
this _____ day of _____, 2016.

I hereby VETO **ORDINANCE 16-##**
this _____ day of _____, 2016.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

This document prepared by:

Joseph M. Scimia, Partner, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200; and,

Eugene Valanzano, Senior Land Use Consultant, Faegre Baker Daniels, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240

SCHEDULE OF EXHIBITS

Exhibit A Real Estate

Exhibit A-1 – Area Map

Exhibit A-2 – Parcel Ownership List

Exhibit A-3 – Legal Description

Exhibit B Concept Plan

Exhibit C Character Exhibits

Exhibit C-1 – Illustrative Front Elevations for Area 1

Exhibit C-2 – Illustrative Front Elevations for Area 2

Exhibit C-3 – Illustrative Front Elevations for Area 3

Exhibit C-4 – Illustrative Front Elevations for Area 4

Exhibit C-5 – Illustrative Front Elevations for Area 5

Exhibit C-6 – Illustrative Garage Door Treatments

Exhibit C-7 – Pulte Homes Monotony Code Graphic

Exhibit C-8 – Buffer Yards

Exhibit C-8-A – Buffer Yard Type A

Exhibit C-8-B – Buffer Yard Type B

Exhibit C-8-C – Buffer Yard Type C

Exhibit C-8-D – Buffer Yard Type D

Exhibit C-9 – Perimeter Lots Subject to Architectural Standards

Exhibit C-10 – Multi-Family Area General Design Goals

EXHIBIT A

REAL ESTATE

Exhibit A-1 – Area Map

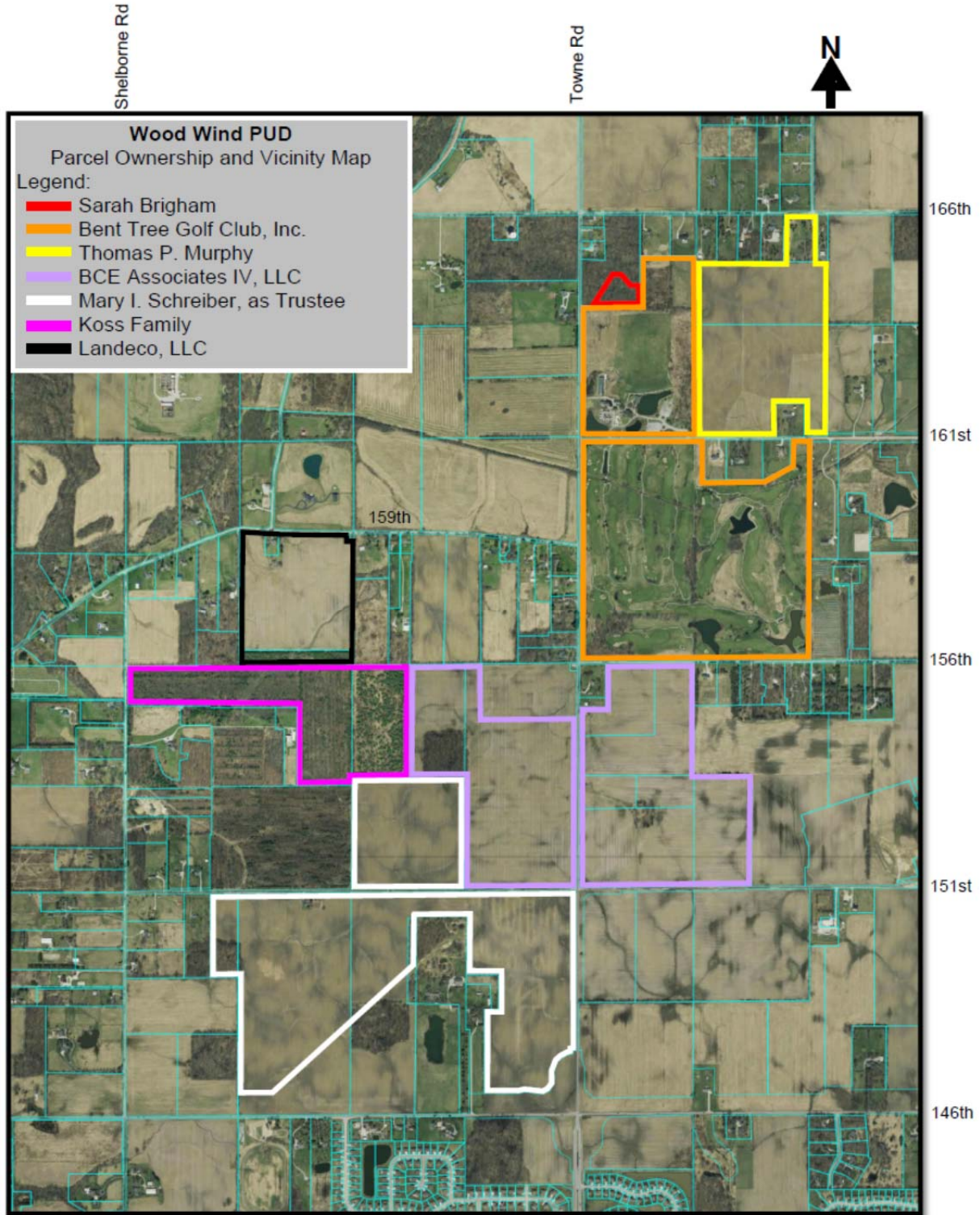


Exhibit A-2 – Parcel Ownership List

Ownership Name & Mailing Address	Hamilton County Tax Parcel Number
Bent Tree Golf Club, Inc. 234 S. Franklin Road Indianapolis, IN 46219	08-09-09-00-00-003.001
Sarah Jane Brigham, also known as Jane Brigham 2041 W. 161 st Street Westfield, IN 46074	08-09-09-00-00-003.002
Thomas P. Murphy 12618 Winding Creek Lane Fishers, IN 46038	08-09-09-00-00-004.000 08-09-09-00-00-005.000 08-09-09-00-00-006.004
BCE Associates IV, LLC P.O. Box 280 Zionsville, IN 46077	08-09-16-00-00-001.002 08-09-16-00-00-001.003 08-09-16-00-00-020.000 08-09-16-00-00-021.000 08-09-16-00-00-021.001 08-09-16-00-00-022.000 08-09-17-00-00-006.000 08-09-17-00-00-007.000
Mary I. Schreiber, as Trustee of the Timothy J. Murphy Trust 7604 Cider Mill Court Fishers, IN 46038-2695	08-09-17-00-00-004.000 08-09-17-00-00-008.000 08-09-17-00-00-008.001 08-09-17-00-00-009.000 08-09-17-00-00-013.000
William & Karen Koss 15411 Shelbourne Road Westfield, IN 46074	08-09-17-00-00-005.000
William, Karen, Mary, Ruth, and Sarah Koss 15411 Shelbourne Road Westfield, IN 46074	08-09-17-00-00-003.001
Landeco, LLC 9589 Valparaiso Ct Indianapolis, IN 46268	08-09-08-00-00-031.003 08-09-08-00-00-031.002 (under Contract) 08-09-08-00-00-032.000 (under Contract)
Heath Schneider 12899 Star Drive Fishers, IN 46037	08-09-08-00-00-031.002
David J. Huser 3217 W. 159 th Street Westfield, IN 46074	08-09-08-00-00-032.000

Exhibit A-3 – Legal DescriptionBent Tree Parcel (from Instrument #2011005626):

Part of the west half of the Northwest Quarter and the Southwest Quarter of Section 9, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, and being more particularly described as follows:

Beginning at the southwest corner of the Southwest Quarter of Section 9; thence North 00 degrees 00 minutes 00 seconds East (an assumed bearing) along the West line of said Southwest Quarter a distance of 2632.22 feet to the northwest corner of said Southwest Quarter, also being the southwest corner of the west half of the Northwest Quarter of said Section 9; thence North 00 degrees 05 minutes 27 seconds West along the west line of said west half a distance of 1549.77 feet; thence North 89 degrees 41 minutes 48 seconds East 700.59 feet; thence North 00 degrees 10 minutes 40 seconds East 1084.10 feet to the north line of said west half; North 89 degrees 34 minutes 29 seconds East along the north line of said west half a distance of 651.69 feet to the northeast corner of said west half; thence South 00 degrees 07 minutes 29 seconds East along the east line of said west half a distance of 2631.54 feet to the southeast corner of said west half, also being on the north line of the Southwest Quarter of said Section 9; thence North 89 degrees 32 minutes 31 seconds East along said north line 101.06 feet; thence South 00 degrees 27 minutes 29 seconds East 495.00 feet; thence North 89 degrees 32 minutes 31 seconds East 685.00 feet; thence North 00 degrees 27 minutes 29 seconds West 495 feet to the north line of said Southwest Quarter; thence North 89 degrees 32 minutes 31 seconds East along said north line 572.87 feet to the northeast corner of said Southwest Quarter; thence South 00 degrees 02 minutes 26 seconds East along the east line of said Southwest Quarter 2627.24 feet to the southeast corner of said Southwest Quarter; thence South 89 degrees 26 minutes 14 seconds West along the south line of said Southwest Quarter a distance of 2719.77 feet to the Point of Beginning.

EXCEPT:

A part of the Southwest Quarter of Section 9, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, and being described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 89 degrees 32 minutes 31 seconds East (an assumed bearing) along the north line of said Southwest Quarter a distance of 2145.00 feet to the Point of Beginning; thence continue North 89 degrees 32 minutes 31 seconds East along said north line 320.47 feet; thence South 00 degrees 02 minutes 24 seconds East parallel with the east line of said Southwest Quarter a distance of 324.21 feet; thence South 61 degrees 18 minutes 36 seconds West 361.06 feet to the southeasterly corner of a tract of land conveyed to Sarah Jane Brigham, recorded as Instrument No. 9609647425 in the Office of the Recorder of Hamilton County; thence North 00 degrees 27 minutes 29 seconds West along the easterly line of said Brigham tract 495.00 feet to the Point of Beginning.

ALSO EXCEPT:

Part of the west half of the Northwest Quarter of Section 9, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, and described as follows:

Commencing at the northwest corner of said west half; thence North 89 degrees 34 minutes 29 seconds East (an assumed bearing) along the north line of said West half a distance of 705.68 feet to the Point of Beginning; thence continue North 89 degrees 34 minutes 29 seconds East along said north line 651.69 feet to the northeast corner of said west half; thence South 00 degrees 07 minutes 29 seconds East along the east line of said west half a distance of 500.00 feet; thence South 89 degrees 34 minutes 29 seconds West parallel with the north line of said west half a distance of 654.33 feet to the easterly line of a Classified Forest as described in Miscellaneous Record Book 157, page 42 as recorded in the Office of the Hamilton County Recorder, thence North 00 degrees 10 minutes 40 seconds East along the east line of said Forest, a distance of 500 feet to the Point of Beginning.

Brigham Parcel (Parcel 2 of Instrument #9609647425):

A part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at a point on the North line of the Northwest Quarter of Section 9, Township 18 North, Range 3 East, said POINT OF BEGINNING being the Northeast corner of a 3.52 acre tract described in Deed Record 132, Page 140 and 278.00 feet East of the Northwest corner of said Northwest Quarter; thence Easterly 442 feet more or less on and along the North line of said Northwest Quarter; thence Southerly 1075 feet more or less; thence Westerly 710 feet more or less to the West line of said Northwest Quarter; thence Northerly 541 feet more or less, on and along the West line of said Northwest Quarter to the Southwest corner of said 3.52 acre tract, said Southwest corner being South 528.8 feet of the Northwest corner of said Northwest Quarter; thence Easterly 294.6 feet on and along the South line of said 3.52 acre tract to its Southeast corner thereof, said Southeast corner being 294.0 feet East of the West line of said Northwest Quarter; thence Northerly 544.6 feet on and along the East line of said 3.52, acre tract to the POINT OF BEGINNING. Containing 14 acres more or less, being subject to all applicable easements and rights-of-way of record.

BCE Parcels (description from survey):

A part of the Northwest Quarter of Section 16 and a part of the Northeast Quarter of Section 17, all in Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

BEGINNING at an Iron pin marking the Southeast corner of the Northeast Quarter of said Section 17; thence South 89 degrees 26 minutes 39 seconds West (bearings based on the Indiana State Plane Coordinate System, East Zone, NAD 83, CORS 96) along the South line thereof a distance of 1322.16 feet to a 5/8 inch rebar marking the Southwest corner of the East Half of said Northeast Quarter; thence North 00 degrees 19 minutes 45 seconds East along the West line thereof a distance of 1314.62 feet to a 5/8 inch capped rebar marked "C2LS Firm #0035" marking the Southeast corner of the Northwest Quarter of said Northeast Quarter; thence South 89 degrees 15 minutes 25 seconds West along the South line thereof a distance of 660.10 feet to the Southwest corner of the East Half of the Northwest Quarter of said Northeast Quarter; thence North 00 degrees 22 minutes 24 seconds East along the West line thereof a distance of 1312.48 feet to the Northwest corner of the East Half of the Northwest Quarter of said Northeast Quarter; thence North 89 degrees 04 minutes 09 seconds East along the North line thereof a distance of 851.39 feet to a 5/8 inch capped rebar marked "C2LS Firm #0035" marking the Northwest corner of a tract of land described in Instrument Number 2012070185 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 14 minutes 27 seconds West along the West line thereof a distance of 623.92 feet to a 5/8 inch capped rebar marked "C2LS Firm #0035" marking the Southwest corner of said tract; thence North 89 degrees 04 minutes 09 seconds East along the South line thereof a distance of 1126.00 feet to a "Mag" nail marking the Southeast corner of said tract, said point also being on the East line of said Northeast Quarter; thence North 00 degrees 14 minutes 27 seconds East along the East line thereof a distance of 108.92 feet to the "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 2015038724 in said Recorder's Office; thence North 89 degrees 43 minutes 41 seconds East along the South line thereof a distance of 315.00 feet to the Southeast corner of said tract; thence North 00 degrees 14 minutes 27 seconds East along the East line thereof and along the East line of a tract of land described in Instrument Number 200200059827 in said Recorder's Office a distance of 515.00 feet to a Railroad spike marking the Northeast corner of said tract, said point also being on the North line of said Northwest Quarter; thence North 89 degrees 43 minutes 41 seconds East along the North line thereof a distance of 1044.79 feet to the Northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 17 minutes 57 seconds West along the East line thereof a distance of 1316.87 feet to a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of said Northwest Quarter; thence North 89 degrees 38 minutes 28 seconds East along the North line thereof a distance of 679.23 feet to the Northeast corner of the West Half of the Southeast Quarter of said Northwest Quarter; thence South 00 degrees 19 minutes 43 seconds West along the East line thereof a distance of 1315.85 feet to a Railroad spike marking the Southeast corner of the West Half of the Southeast Quarter of said Northwest Quarter; thence South 89 degrees 33 minutes 16 seconds West along the South line of said Northwest Quarter a distance of 2035.71 feet to the POINT OF BEGINNING. Containing 182.550 acres, more or less.

Huser Parcel (from Instrument #200500082408):

Part of the East Half of the Southwest Quarter of Section 8, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at a point 300.00 feet Southeasterly along the center line of a County Road from the point of intersection of said center line and the West line of said Half Quarter Section, said point of intersection being 1009.50 feet South of the Northwest corner thereof; thence continuing Southeasterly upon said center line, 150.00 feet to a point; thence deflecting right 87 degrees and 02 minutes and running South parallel with the said West line, 290.40 feet to a point; thence Northwesterly parallel with the said center line, 150.00 feet to a point; thence North and parallel to the said West line, 290.40 feet to the place of beginning.

Koss Family (from Quit Claim Deeds #9251631 and #9300783):

Part of the Northwest Quarter of Section 17, Township 18 North, Range 3 East, Hamilton County, Indiana, and being more particularly described as follows: Beginning at the Northwest corner of said quarter section; thence North 89 degrees 28 minutes 08 seconds East along the North line of said quarter section, 2655.27 feet to the Northeast corner thereof; thence South 0 degrees 13 minutes 42 seconds West along the East line of said quarter section 1383.32 feet; thence South 88 degrees 51 minutes 21 seconds West 643.22 feet; thence North 0 degrees 12 minutes 06 seconds West 919.39 feet; thence South 89 degrees 38 minutes 09 seconds West 1360.14 feet; thence North 89 degrees 28 minutes 09 seconds West 643.23 feet to the West line of said quarter section; thence North 0 degrees 00 minutes 00 seconds East along said west line, 454.85 feet to the point of beginning and containing 42.069 acres, more or less. Subject to right of way for Shelbourne Road off the entire West side thereof and all other legal easements and rights of way of record.

Koss Parents (Parcel II of Instrument #9709702004):

The West Half of the Northwest Quarter of the Northeast Quarter of Section Seventeen (17), Township Eighteen (18) North, Range Three (3) East in Hamilton County, Indiana, containing Twenty (20) acres, more or less.

Landeco Parcel (from Instrument #2015010421):

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER

SECTION; THENCE NORTH 00 DEGREES 25 MINUTES 31 SECONDS EAST (ASSUMED BEARING) 176.85 FEET TO A 5/8" REBAR WITH RED CAP STAMPED FIRM 0066 AT THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1327.63 FEET TO A 5/8" REBAR WITH RED CAP STAMPED "0066" (CAPPED REBAR) ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00 DEGREES 25 MINUTES 42 SECONDS EAST 1446.25 FEET, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, TO THE CENTERLINE OF LITTLE EAGLE CREEK AVENUE; THENCE NORTH 82 DEGREES 22 MINUTES 33 SECONDS EAST ON SAID CENTERLINE, 20.28 FEET TO A MAG NAIL; THENCE NORTH 89 DEGREES 27 MINUTES 35 SECONDS EAST, ALONG SAID CENTERLINE, 50.59 FEET TO A MAG NAIL; THENCE SOUTH 85 DEGREES 45 MINUTES 06 SECONDS EAST, ALONG SAID CENTERLINE, 229.19 FEET TO A MAG NAIL, MARKING THE NORTHWEST CORNER OF THE REAL ESTATE DESCRIBED IN A WARRANTY DEED RECORDED AS INSTRUMENT NO. 93-47527 IN SAID RECORDER'S OFFICE; THENCE SOUTH 00 DEGREES 25 MINUTES 42 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID EAST HALF AND ON THE WEST LINE OF SAID REAL ESTATE, 290.40 FEET TO A "CAPPED REBAR" MARKING THE SOUTHWEST CORNER OF SAID REAL ESTATE; THENCE SOUTH 85 DEGREES 45 MINUTES 06 SECONDS EAST, PARALLEL WITH SAID CENTERLINE AND ON THE SOUTHERLY LINE OF SAID REAL ESTATE, 150.00 FEET TO A "CAPPED REBAR" MARKING THE SOUTHEAST CORNER OF SAID REAL ESTATE, THENCE NORTH 00 DEGREES 25 MINUTES 42 SECONDS EAST, ON THE EAST LINE OF SAID REAL ESTATE, 290.40 FEET TO A MAG NAIL ON THE CENTERLINE OF 159TH STREET; THENCE SOUTH 84 DEGREES 33 MINUTES 37 SECONDS EAST, ALONG SAID CENTERLINE, 112.03 FEET TO A MAG NAIL; THENCE SOUTH 86 DEGREES 22 MINUTES 44 SECONDS EAST, ALONG SAID CENTERLINE, 123.11 FEET TO A MAG NAIL; THENCE SOUTH 88 DEGREES 58 MINUTES 26 SECONDS EAST, ALONG SAID CENTERLINE, 269.79 FEET TO A PK NAIL; THENCE SOUTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, ALONG SAID CENTERLINE, 314.21 FEET TO A MAG NAIL ON SAID CENTERLINE THAT IS 60.00 FEET NORTH 89 DEGREES 17 MINUTES 22 SECONDS WEST MEASURED ON SAID CENTERLINE FROM A P.K. NAIL ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 25 MINUTES 31 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 60.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 39 SECONDS EAST, PARALLEL WITH SAID CENTERLINE, 60.00 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 25 MINUTES 31 SECONDS WEST, ON SAID EAST LINE, 1333.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 42.000 ACRES, MORE OR LESS.

Murphy Parcels (from Instrument #9909901082):

26.5 ACRES OFF AND ALONG THE ENTIRE SOUTH SIDE OF THE FOLLOWING DESCRIBED TRACT OF REAL ESTATE: BEGIN AT A STONE 181 FEET EAST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 3 EAST AND RUN WEST 1539.4 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID QUARTER SECTION, THENCE SOUTH TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE EAST 1538.46 FEET TO A STONE, THENCE NORTH 1317.50 FEET TO THE PLACE OF BEGINNING, CONTAINING 46.5 ACRES, MORE OR LESS, IN HAMILTON COUNTY, INDIANA.

ALSO:

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 3 EAST, AS FOLLOWS: BEGIN AT A STONE AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, AND RUN NORTH ON THE WEST LINE OF SAID EAST HALF OF NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, EAST 1538.46 FEET TO A STONE, THENCE SOUTH 1317.5 FEET TO A STONE ON SOUTH LINE OF SAID EAST HALF, THENCE WEST 1537.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 46.80 ACRES, MORE OR LESS, IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA.

EXCEPT:

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION BEING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 84.51 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE, 332.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 393.00 FEET; THENCE NORTH 90 DEGREES 00 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, 332.52 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 393.00 FEET TO THE POINT OF BEGINNING.

Schneider Parcel (Parcel I from Instrument #2015024081):

Part of the Southwest Quarter of Section 8, Township 18 North, Range 3 East of the Second Principal Meridian situated in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter Section; thence North 90°00'00" East (assumed bearing) along the South line of said Southwest Quarter 1327.63 feet to the Southwest corner of the East Half of said Southwest Quarter and the POINT OF BEGINNING; thence North 00°25'42" East along the West line of said Half Quarter Section 176.85 feet; thence North 90°00'00" East 1327.63 feet to a point on the East line of said Southwest Quarter Section; thence South 00°25'31" West along said East line 176.85 feet to the Southeast corner of said Southwest Quarter Section; thence South 90°00'00" West along the South line of said Quarter Section, 1327.64 feet to the point of beginning, containing 5.390 acres, more or less.

Together with an Ingress-Egress and Utility Easement being more particularly described as follows:

Part of the Northwest Quarter of Section 17, Township 18 North, Range 3 East of the Second Principal Meridian situated in Washington Township, Hamilton County, Indiana, described follows:

Beginning at the Northwest corner of said Northwest Quarter Section; thence North 90°00'00" East along the North line of said Northwest Quarter 1,352.63 feet; thence South 00°00'00" West 20.00 feet; thence South 90°00'00" West parallel with the North line of said Northwest Quarter 1352.82, feet to the West line of said Northwest Quarter; thence North 00°31'20" East along said West line 20.00 feet to the point of beginning, containing 0.632 acres, more or less.

Schreiber Parcel (from Instrument #19909955060 and 2016013973):

The southeast quarter of Section Seventeen (17), Township Eighteen (18) North of Range Three (3) East, containing 160 acres in Hamilton County, Indiana.

EXCEPTING THEREFROM:

Part of the Southeast Quarter of Section 17, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the South line of the Southeast Quarter of Section 17, Township 18 North, Range 3 East 1594.71 feet South 89 degrees 34 minutes 02 seconds West (assumed bearing) from the Southeast corner of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds parallel with the East line of said Southeast Quarter 1297.67 feet; thence North 88 degrees 19 minutes 21 seconds West 281.26 feet; thence South 00 degrees 00 minutes 00 seconds parallel with said East line 1308.02 feet to the South line of said Southeast Quarter; thence North 89 degrees 34 minutes 02 seconds East on said South line 281.15 feet to the place of beginning, containing in said exception 8.409 acres, more or less.

FURTHER EXCEPTING THEREFROM:

Part of the Southeast Quarter of Section 17, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at a point on the South line of said quarter section being South 89 degrees 34 minutes 02 seconds West 1094.71 feet from the Southeast corner thereof; thence South 89 degrees 34 minutes 02 seconds West along said South line 500.00 feet; thence North 0 degrees 00 minutes 00 seconds East, parallel with the East line of said quarter section, 1297.67 feet; thence North 88 degrees 19 minutes 21 seconds West 281.26 feet; thence North 0 degrees 00 minutes 00 seconds East, parallel with said East line, 1001.80 feet; thence North 89 degrees 34 minutes 02 seconds East, parallel with said South line, 591.13 feet; thence South 0 degrees 48 minutes 59 seconds West 665.56 feet; thence North 89 degrees 34 minutes 02 seconds East, parallel with said South line, 383.41 feet; thence South 0 degrees 00 minutes 00 seconds West, parallel with said East line, 406.32 feet; thence South 89 degrees 34 minutes 02 seconds West, parallel with said South line, 183.90 feet; thence South 0 degrees 00 minutes 00 seconds West, parallel with said East line, 1238.09 feet to the point of beginning and containing in said exception 31.752 acres, more or less.

ALSO:

The Southwest quarter of the Northeast Quarter of Section Seventeen (17), Township Eighteen (18) North, Range Three (3) East, containing 40 acres, more or less, in Hamilton County.

ALSO:

The East half of the Southwest quarter of Section Seventeen (17), Township Eighteen (18) North, Range Three (3) East, containing 80 acres in Hamilton County, Indiana.

ALSO:

7 1/2 acres off the East side of thirty acres off of the North end of the West half of the Southwest quarter of Section Seventeen (17), Township Eighteen (18) North, Range Three (3) East, Hamilton County, Indiana.

ALSO:

A part of the Southeast Quarter of Section 17, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows:

Beginning at the southeast corner of said section, designated as point "218" on said plat; thence South 89 degrees 07 minutes 09 seconds West 1,094.71 feet along the south line of said section to a southwest corner of the grantor's land; thence North 0 degrees 26 minutes 51 seconds West 252.44 feet along a west line of the grantor's land; thence North 89 degrees 12 minutes 12 seconds East 409.99 feet to point "301" designated on said plat; thence North

72 degrees 30 minutes 15 seconds East 52.20 feet to point "302" designated on said plat; thence North 89 degrees 12 minutes 12 seconds East 75.00 feet to point "303" designated on said plat; thence South 74 degrees 05 minutes 51 seconds East 52.20 feet to point "304" designated on said plat; thence South 88 degrees 59 minutes 34 seconds East 95.30 feet to point "305" designated on said plat; thence Northeasterly 226.88 feet along an arc to the left and having a radius of 145.00 feet and subtended by a long chord having a bearing of North 44 degrees 22 minutes 40 seconds East and a length of 204.44 feet to point "306" designated on said plat; thence North 3 degrees 29 minutes 50 seconds West 93.98 feet to point "307" designated on said plat; thence Northeasterly 345.58 feet along an arc to the right and having a radius of 220.00 feet and subtended by a long chord having a bearing of North 44 degrees 33 minutes 09 seconds East and a length of 311.13 feet to point "308" designated on said plat; thence North 89 degrees 33 minutes 09 seconds East 5.32 feet to point "309" designated on said plat; thence North 0 degrees 26 minutes 51 seconds West 45.85 feet to point "310" designated on said plat; thence North 89 degrees 33 minutes 09 seconds East 50.00 feet to the east line of said section; thence South 0 degrees 26 minutes 51 seconds East 750.00 feet along said east line to the point of beginning and containing 9.119 acres, more or less, inclusive of the presently existing right-of-way which contains 0.446 acres, more or less.

ALSO,

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as 146th Street and as Project No.

1383157) to and from the grantor's abutting lands along the lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows:

Beginning at a point on the south line of said section South 89 degrees 07 minutes 09 seconds West 118.94 feet from the southeast corner of said section, said southeast corner being designated as point "218" on said plat; thence North 38 degrees 49 minutes 15 seconds West 39.35 feet to point "315" designated on said plat; thence South 89 degrees 12 minutes 12 seconds West 951.33 feet to a west line of the grantor's land and the point of terminus. Also, together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across said limited access facility to and from the grantor's abutting lands along the lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", described as follows: Commencing at the southeast corner of said section, designated as point "218" on said plat; thence South 89 degrees 07 minutes 09 seconds West 1,094.71 feet along the south line of said Section to a southwest corner of the grantor's land; thence North 0 degrees 26 minutes 51 seconds West 182.44 feet along a west line of the grantor's land to the point of beginning of this description: thence North 89 degrees 12 minutes 12 seconds East 950.41 feet to point "312" designated on said plat; thence North 42 degrees 05 minutes 37 seconds East 95.07 feet to point "313" designated on said plat; thence North 0 degrees 26 minutes 51 seconds West 300.00 feet to point "314" designated on said plat and the point of terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

EXHIBIT B **CONCEPT PLAN**



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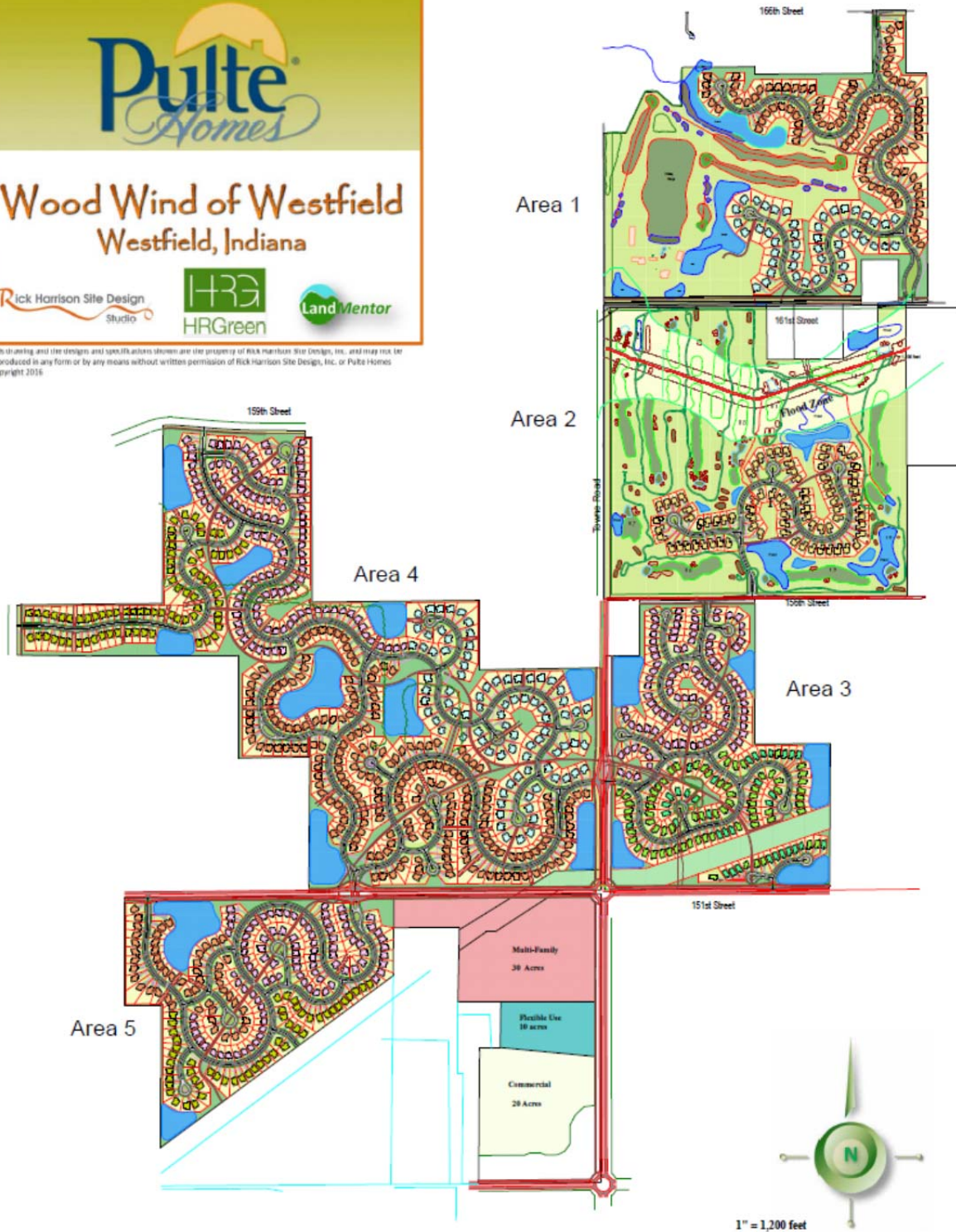


EXHIBIT C

CHARACTER EXHIBITS

Exhibit C-1 – Illustrative Front Elevations for Area 1

Exhibit C-2 – Illustrative Front Elevations for Area 2

Exhibit C-3 – Illustrative Front Elevations for Area 3

Exhibit C-4 – Illustrative Front Elevations for Area 4

Exhibit C-5 – Illustrative Front Elevations for Area 5

Exhibit C-6 – Illustrative Garage Door Treatments

Exhibit C-7 – Pulte Homes Monotony Code Graphic

Exhibit C-8 – Buffer Yards

Exhibit C-8-A – Buffer Yard Type A

Exhibit C-8-B – Buffer Yard Type B

Exhibit C-8-C – Buffer Yard Type C

Exhibit C-8-D – Buffer Yard Type D

Exhibit C-9 – Perimeter Lots Subject to Architectural Standards

Exhibit C-10 – Multi-Family Area General Design Goals

Exhibit C-1 – Illustrative Front Elevations for Area 1



Exhibit C-2 – Illustrative Front Elevations for Area 2



Exhibit C-3 – Illustrative Front Elevations for Area 3



Exhibit C-4 – Illustrative Front Elevations for Area 4



Exhibit C-4 – Illustrative Front Elevations for Area 4 (Continued)



Exhibit C-5 – Illustrative Front Elevations for Area 5



Exhibit C-6 - Illustrative Garage Door Treatments

Standard Garage Doors: Doors with Windows (no hardware)



Exhibit C-6 - Illustrative Garage Door Treatments (Continued)

Decorative Garage Doors, Option #1: Doors with Windows and Hardware



Exhibit C-6 - Illustrative Garage Door Treatments (Continued)

Decorative Garage Doors, Option #2: Carriage Doors with Windows

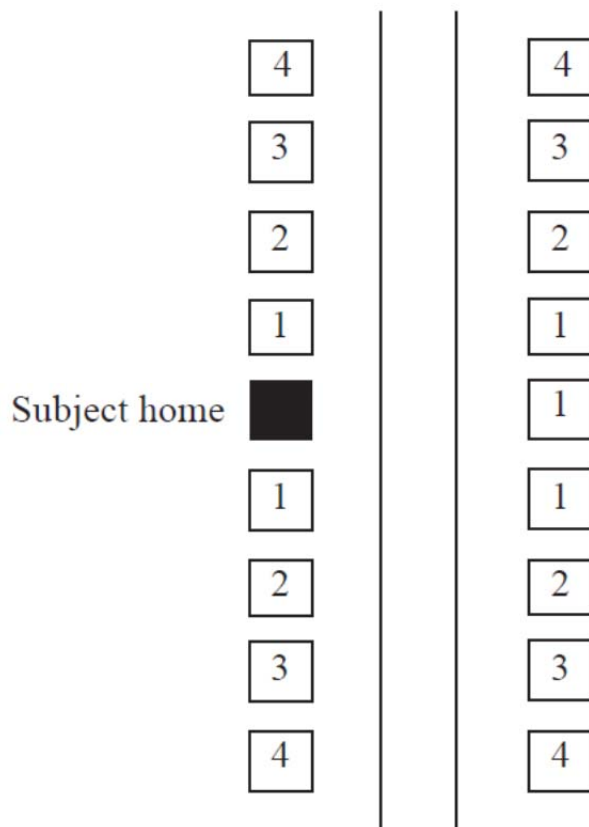


Exhibit C-7 – Pulte Homes Monotony Code Graphic



MONOTONY CODE GRAPHIC

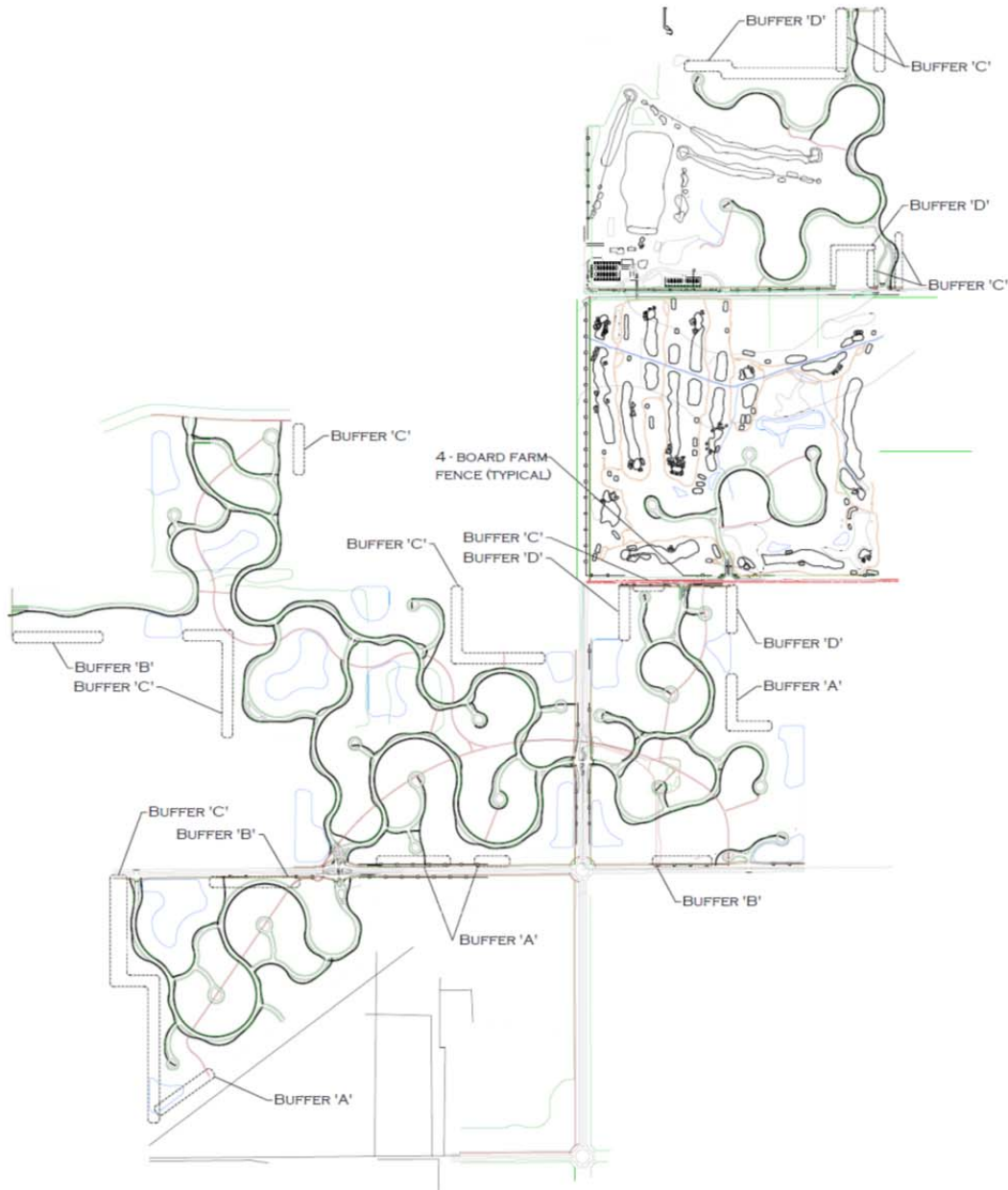
Wood Wind



- 1** Home cannot be of the same elevation of the same plan as the Subject home. Must be a different color package.
- 2** Home cannot be of the same elevation of the same plan as the Subject home. Cannot be the identical color package as the Subject home but may have the same brick.
- 3** Home may be of the same plan and elevation as the Subject home, but must be a different color package.
- 4** May be identical to Subject home.

Exhibit C-8 – Buffer Yards

(See individual Areas on following pages)



OEG OUTDOOR ENVIRONMENTS GROUP
 www.OEGGROUP.COM
 5102 FREYN DRIVE
 INDIANAPOLIS, IN 46254
 317.292.9776

Prepared for:
Wood Wind of Westfield
 Project Buffer Outline

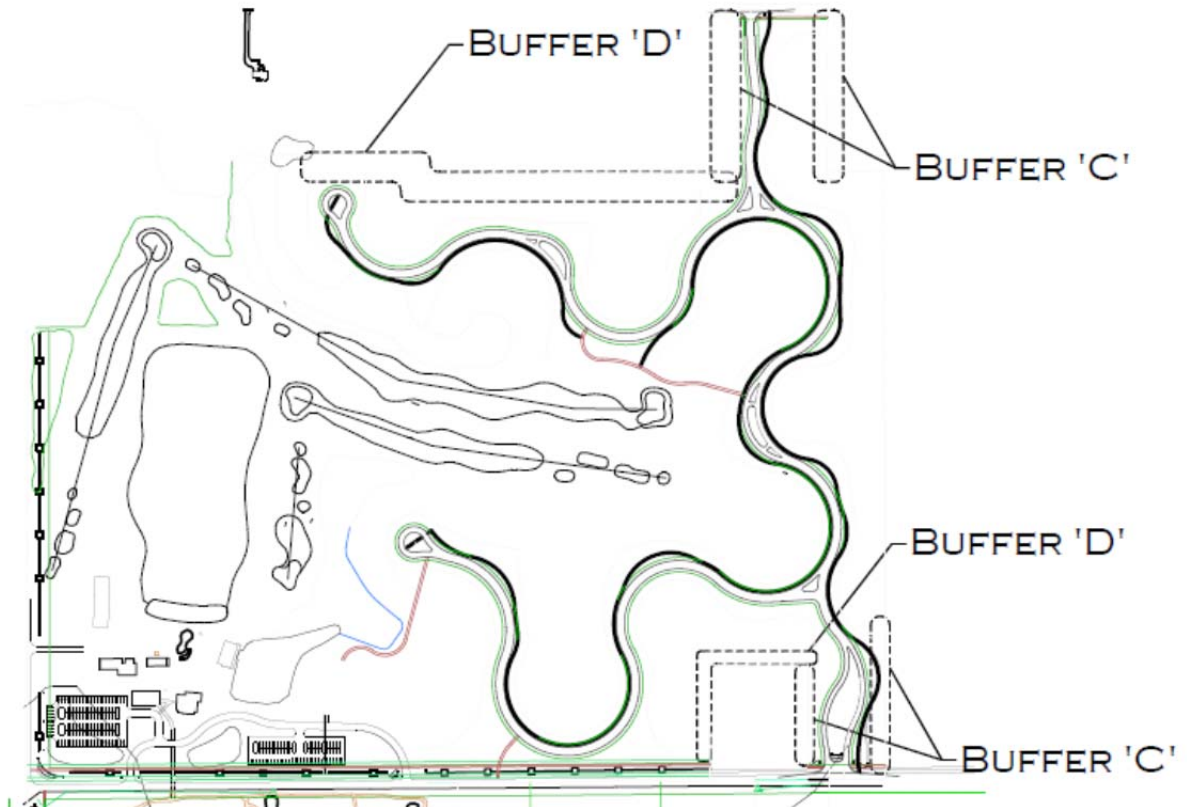
SITE ADDRESS:
 WESTFIELD, INDIANA

SHEET _ OF _
 DATE: 07.28.2016
 DESIGN BY: OEG
 DRAWN BY: SGS

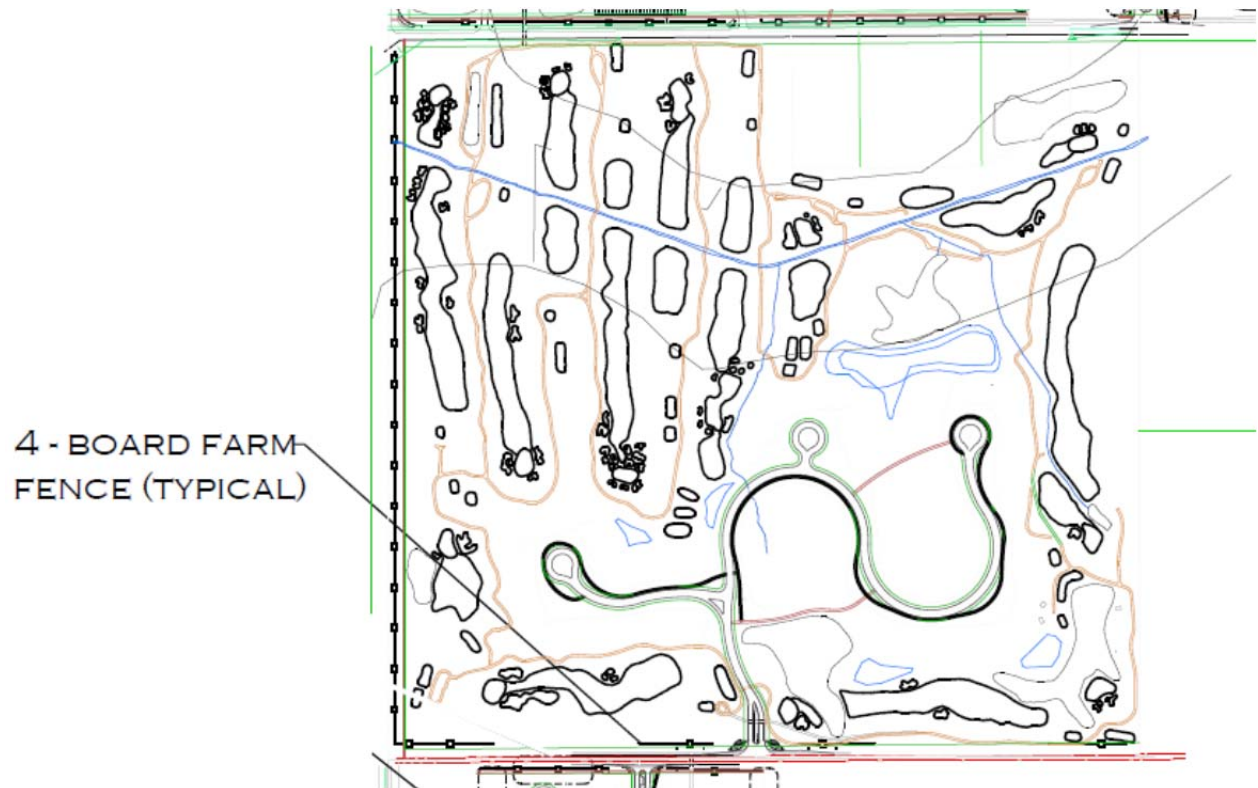
SCALE: N.T.S.
 0 5 10 20
 Feet

Note: This drawing is a conceptual design for planning purposes only, it is not a construction document. All locations & field placements to be verified by Outdoor Environments Group.

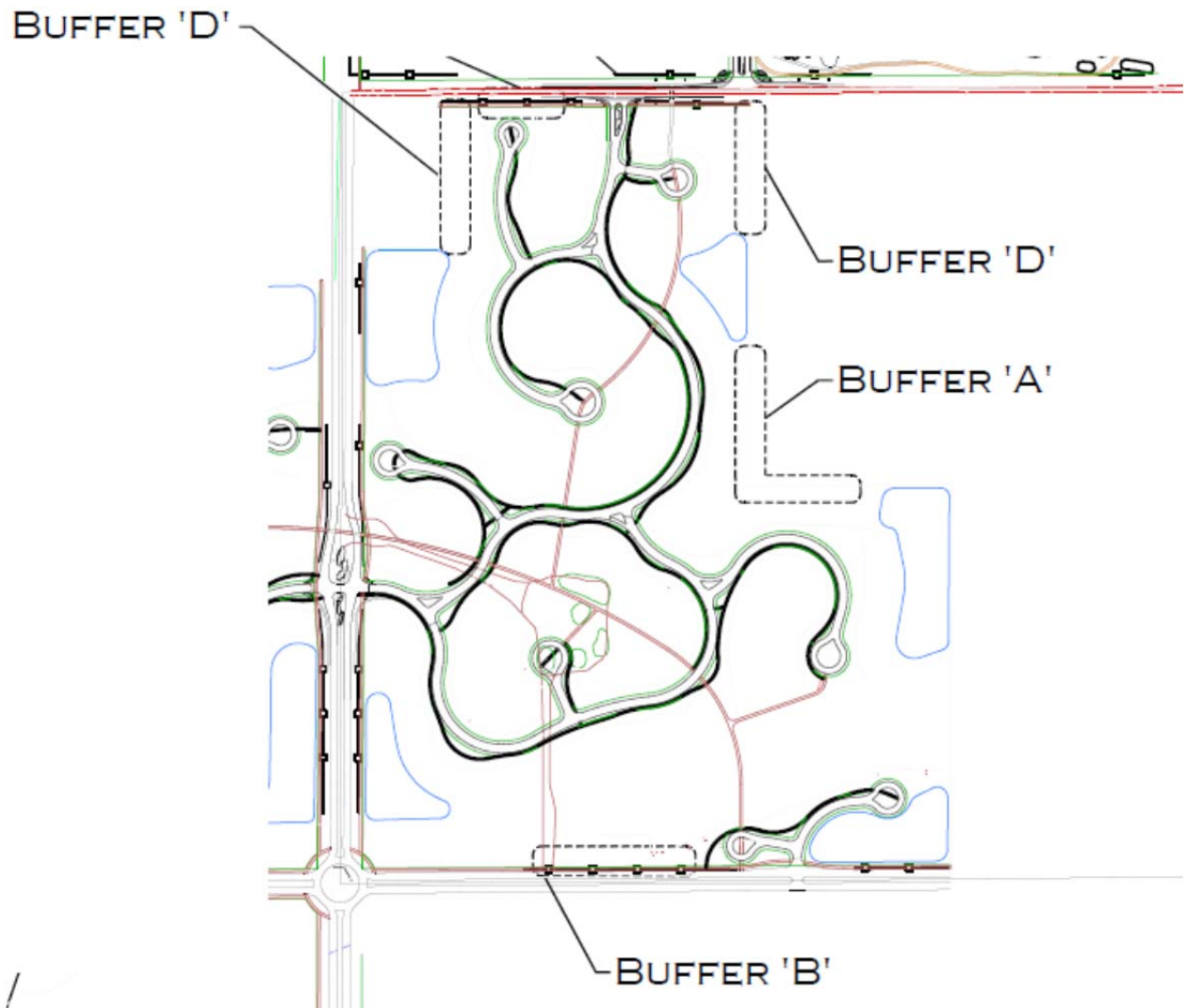
Buffer Yards for Area 1



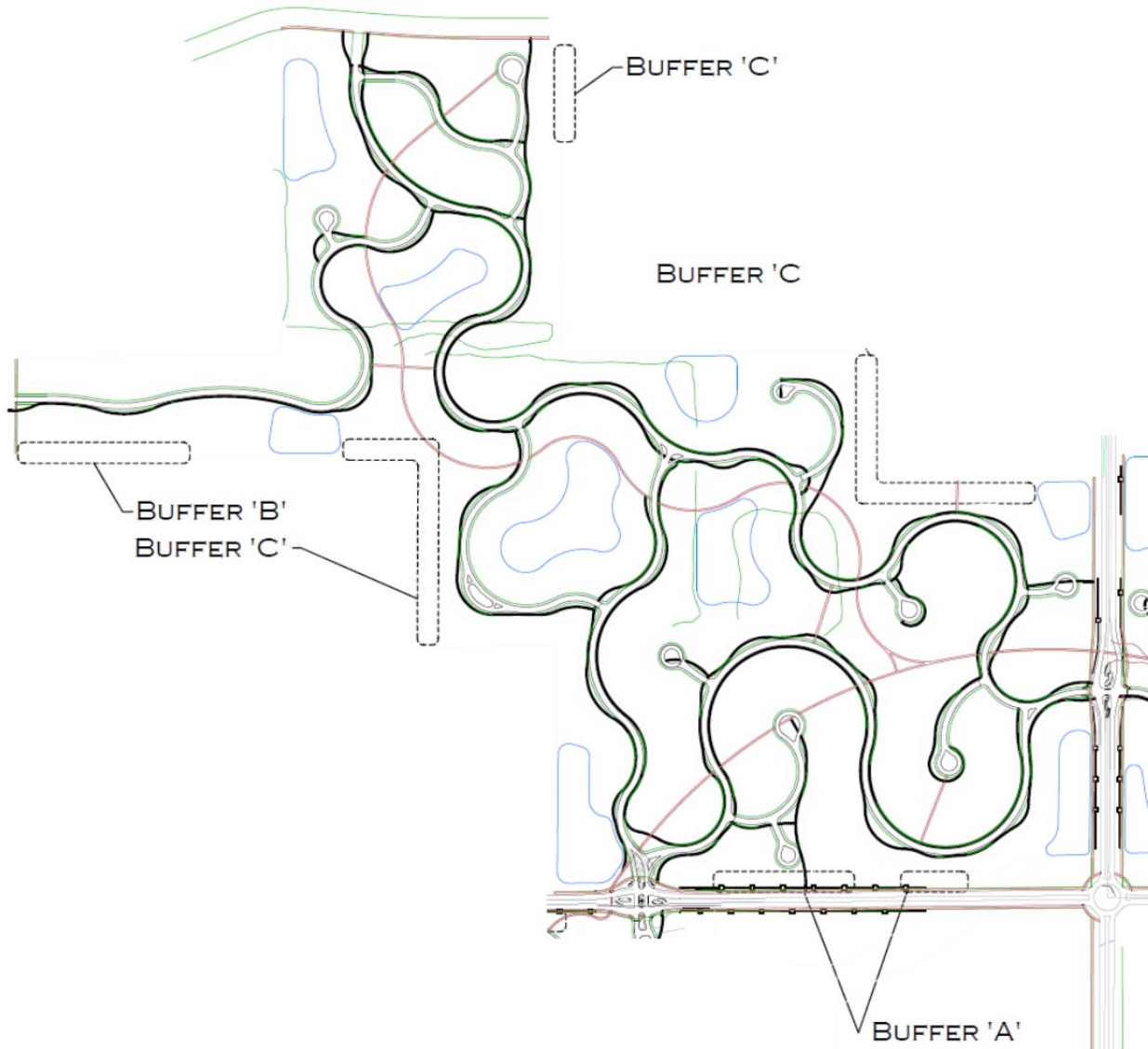
Buffer Yards for Area 2



Buffer Yards for Area 3



Buffer Yards for Area 4



Buffer Yards for Area 5

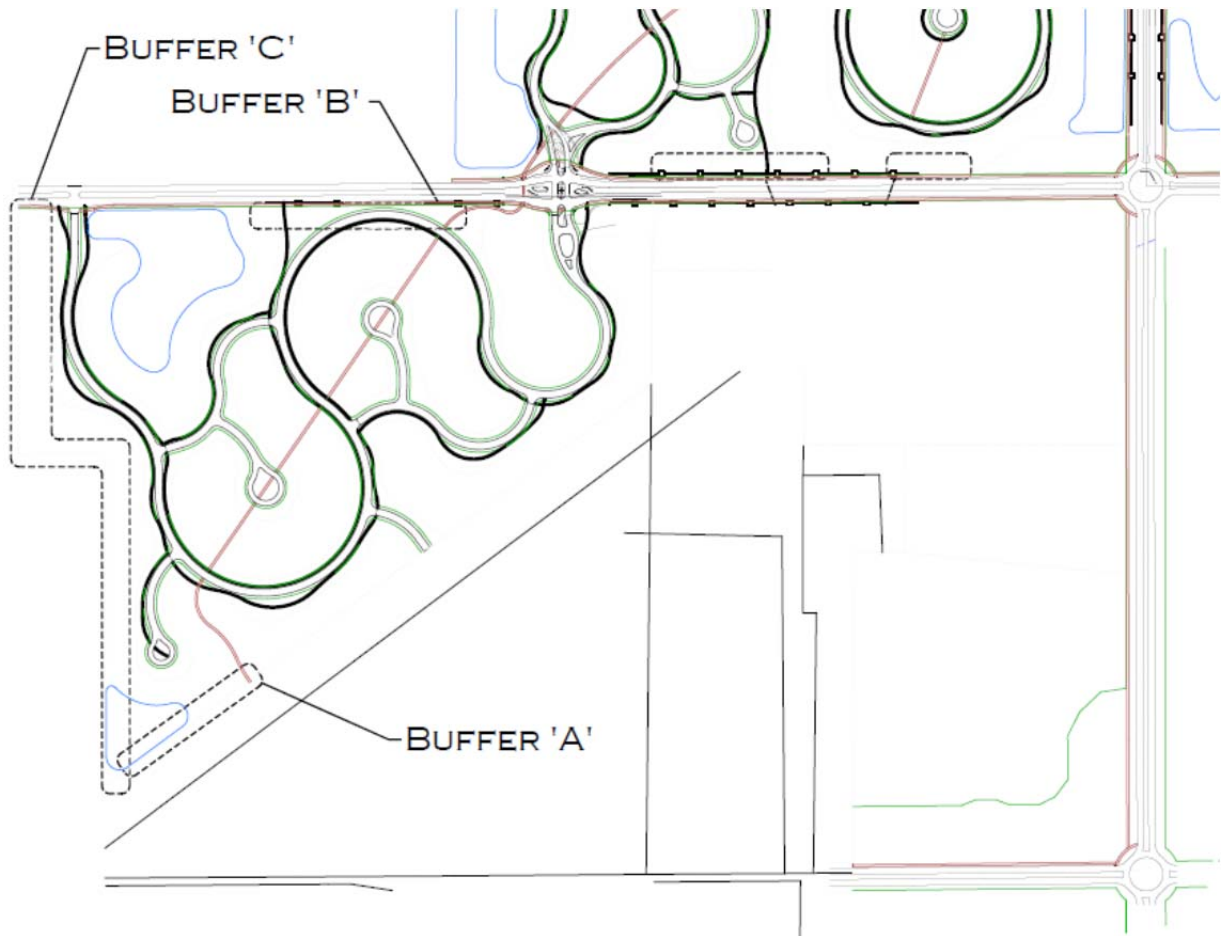
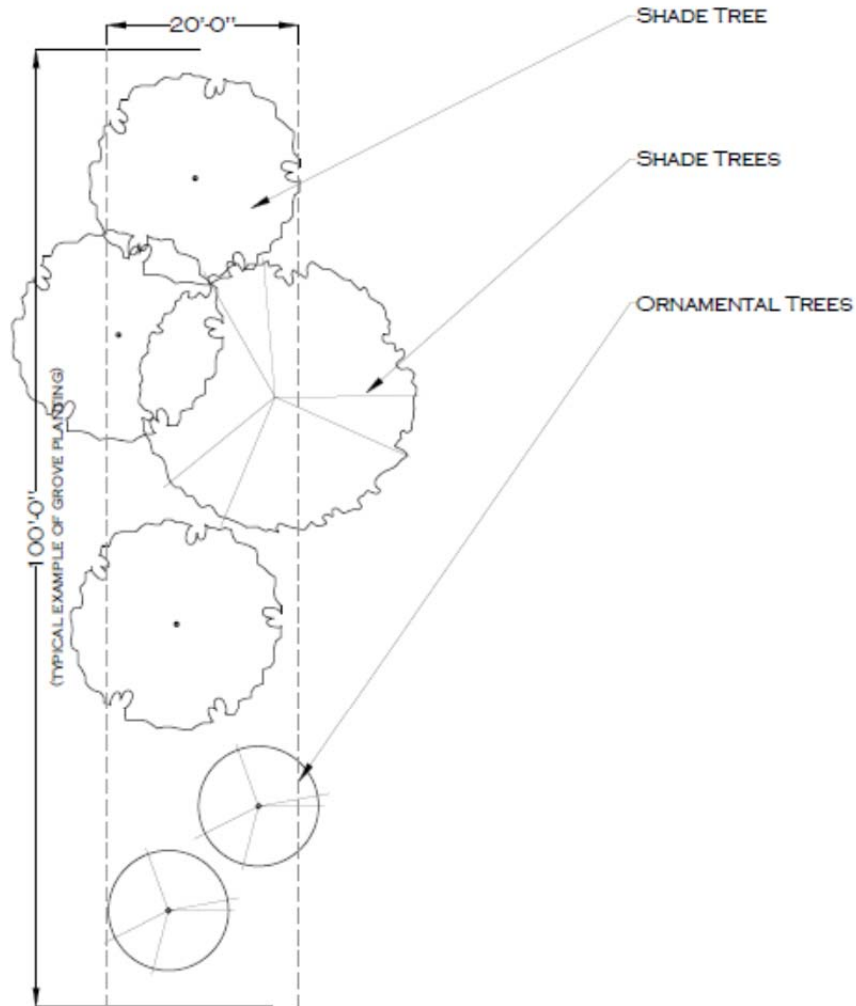


Exhibit C-8-A - Buffer Yard Type A



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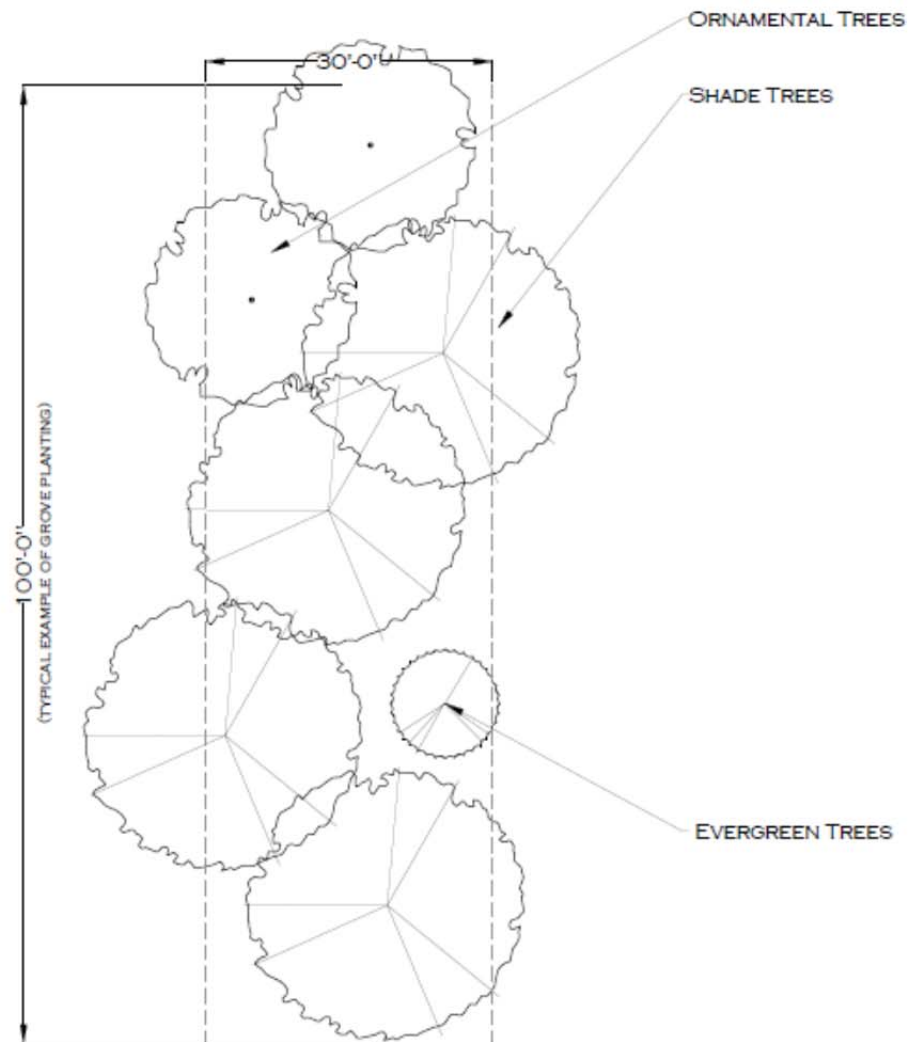
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Pulte Homes
WOOD WIND COMMUNITY BUFFERS:

DESIGN BY: OEG DATE: 07.22.2016
DRAWN BY: SGS SCALE: N.T.S.
DRAWING TITLE: UDO MODIFICATION
EXHIBIT-1 BUFFER 'A' EXAMPLE DETAIL

Exhibit C-8-B - Buffer Yard Type B



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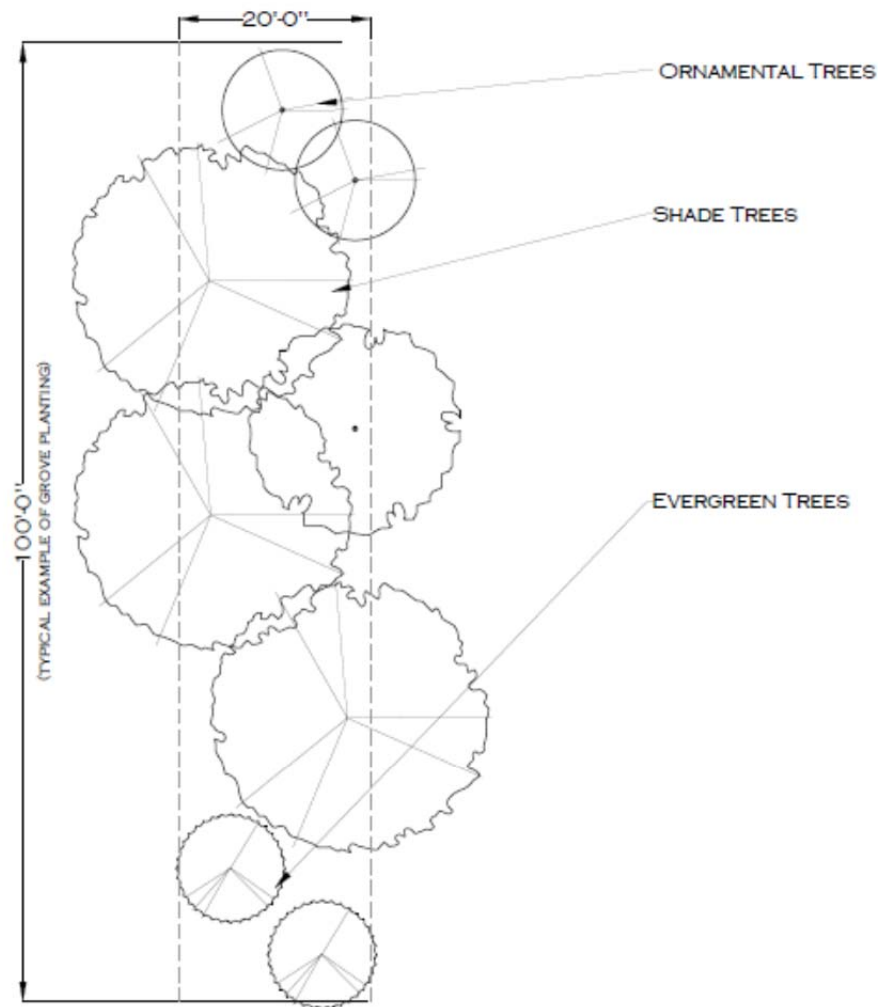
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Pulte Homes
WOOD WIND COMMUNITY BUFFERS:

DESIGN BY: OEG DATE: 07.20.2016
DRAWN BY: SGS SCALE: N.T.S.
DRAWING TITLE: UDO MODIFICATION
EXHIBIT-2 BUFFER 'B' EXAMPLE DETAIL

Exhibit C-8-C - Buffer Yard Type C



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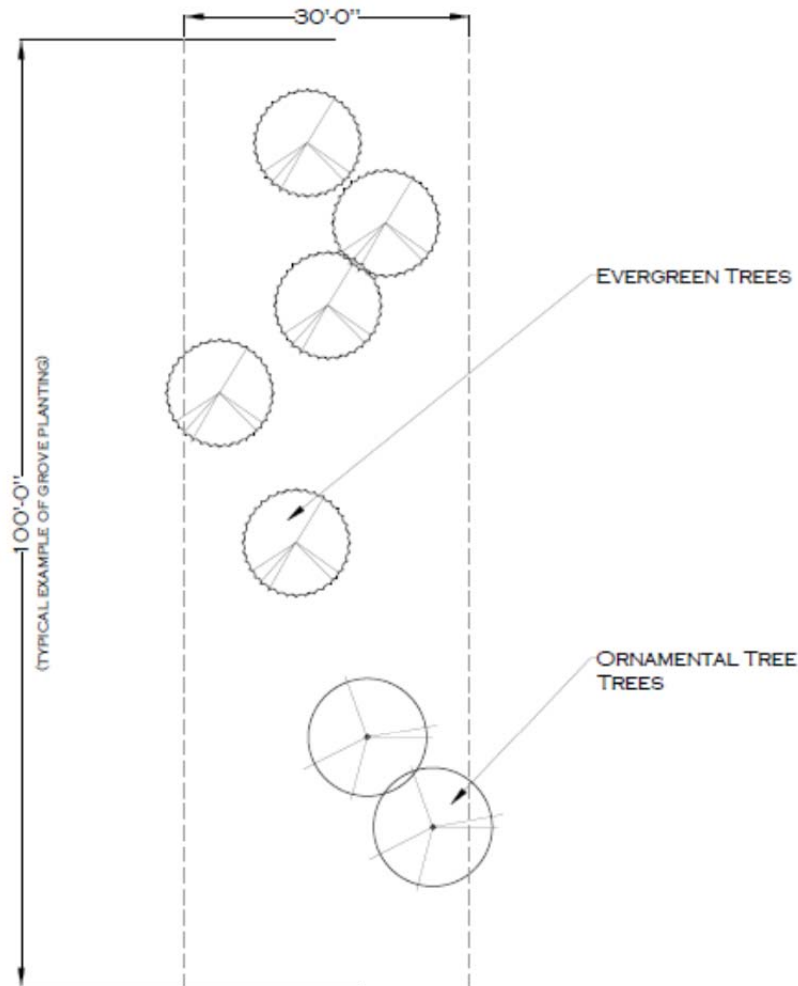
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Pulte Homes
WOOD WIND COMMUNITY BUFFERS:

DESIGN BY: OEG DATE: 07.22.2016
DRAWN BY: SGS SCALE: N.T.S.
DRAWING TITLE: UDO MODIFICATION
EXHIBIT-3 BUFFER 'C' EXAMPLE DETAIL

Exhibit C-8-D - Buffer Yard Type D



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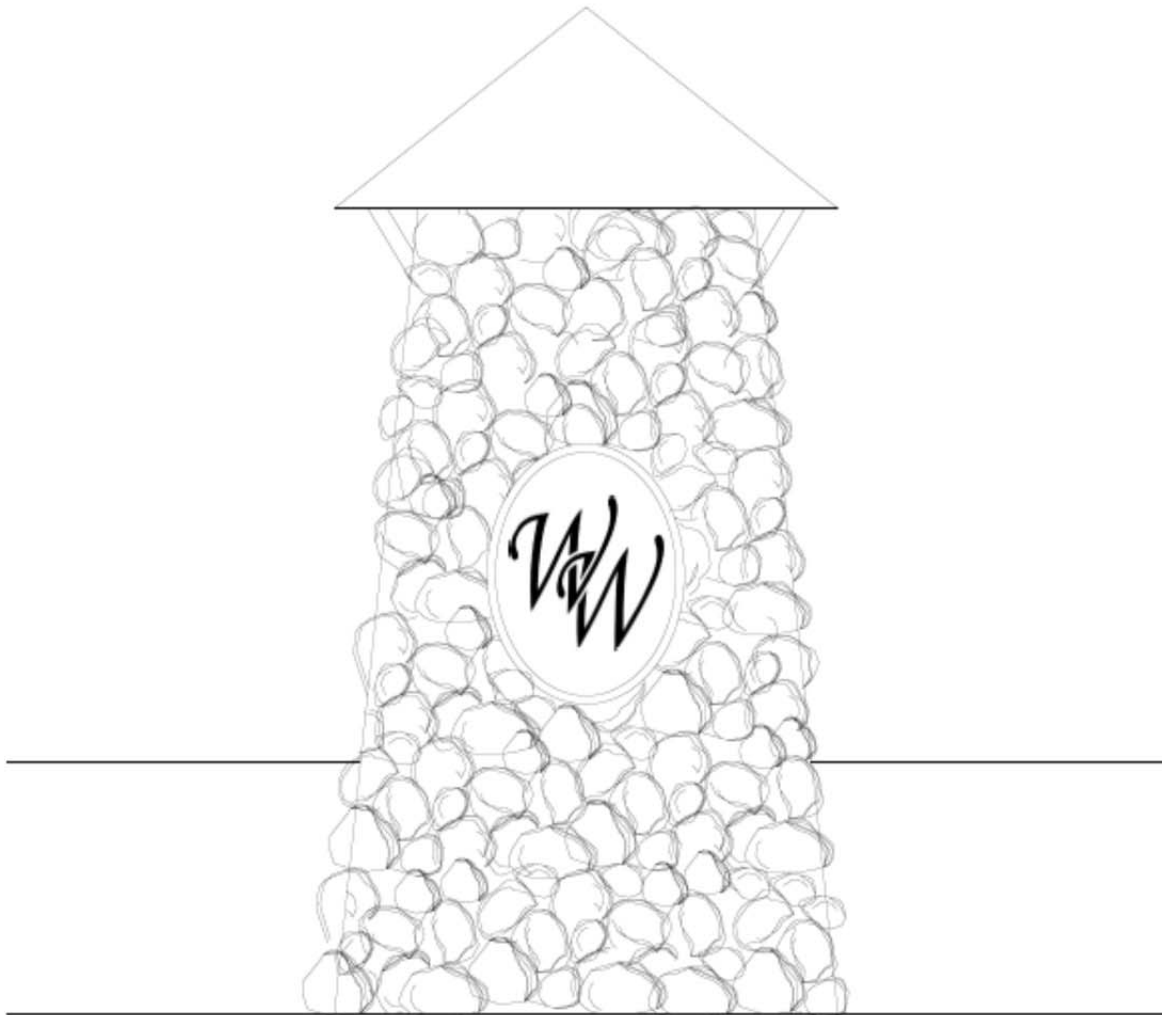
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Pulte Homes
WOOD WIND COMMUNITY BUFFERS:

DESIGN BY: OEG DATE: 07.22.2016
DRAWN BY: SGS SCALE: N.T.S.
DRAWING TITLE: UDO MODIFICATION
EXHIBIT-4 BUFFER 'D' EXAMPLE DETAIL

Exhibit C-8-E – Column Elevation & Details



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PREPARED FOR:
Wood Wind of Westfield
Pulte Homes
COLUMN ELEVATIONS & DETAILS

SITE ADDRESS:
WESTFIELD INDIANA

SHEET:
DATE: 7.14.2016
DESIGN BY: OEG
DRAWN BY: JF

N
SCALE:
1"=10'-0"

Note: This drawing is a conceptual design for planning purposes only. It is not a construction document. All locations & field placements to be verified by Outdoor Environments Group.

Exhibit C-9 – Perimeter Lots Subject to Architectural Standards

Area 1



Area 2



Area 3



Area 4



Area 5

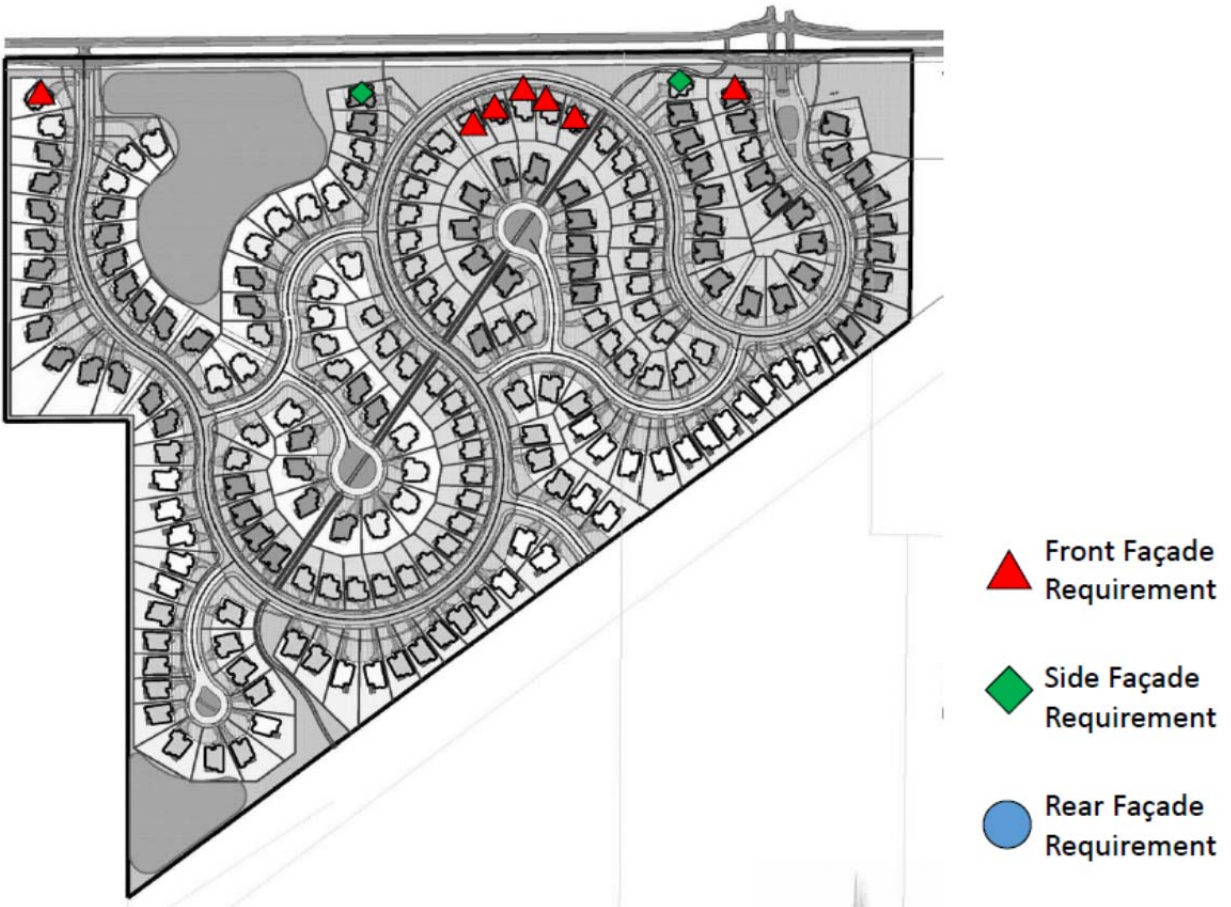


Exhibit C-10 - Multi-Family Area General Design Goals



Changes in plane along the elevation provide interesting form, while architectural details provide visual appeal and human scale. (*Apex on Preston Apartments, Louisville, KY*)



Well proportioned, quality materials provide the structure with substance and reduce the mass of the building, while well-placed and properly sized windows offer detailing and scale
(*Riverstone Apartments, Columbus, IN*)

Exhibit C-10 - Multi-Family Area General Design Goals (Continued)



Mixing two and three story elements reduce the scale of a large building. A variety of roof forms lends form, while their deep overhangs provide shadow and scale.
(Westhaven Apartment Homes, Zionsville, IN)



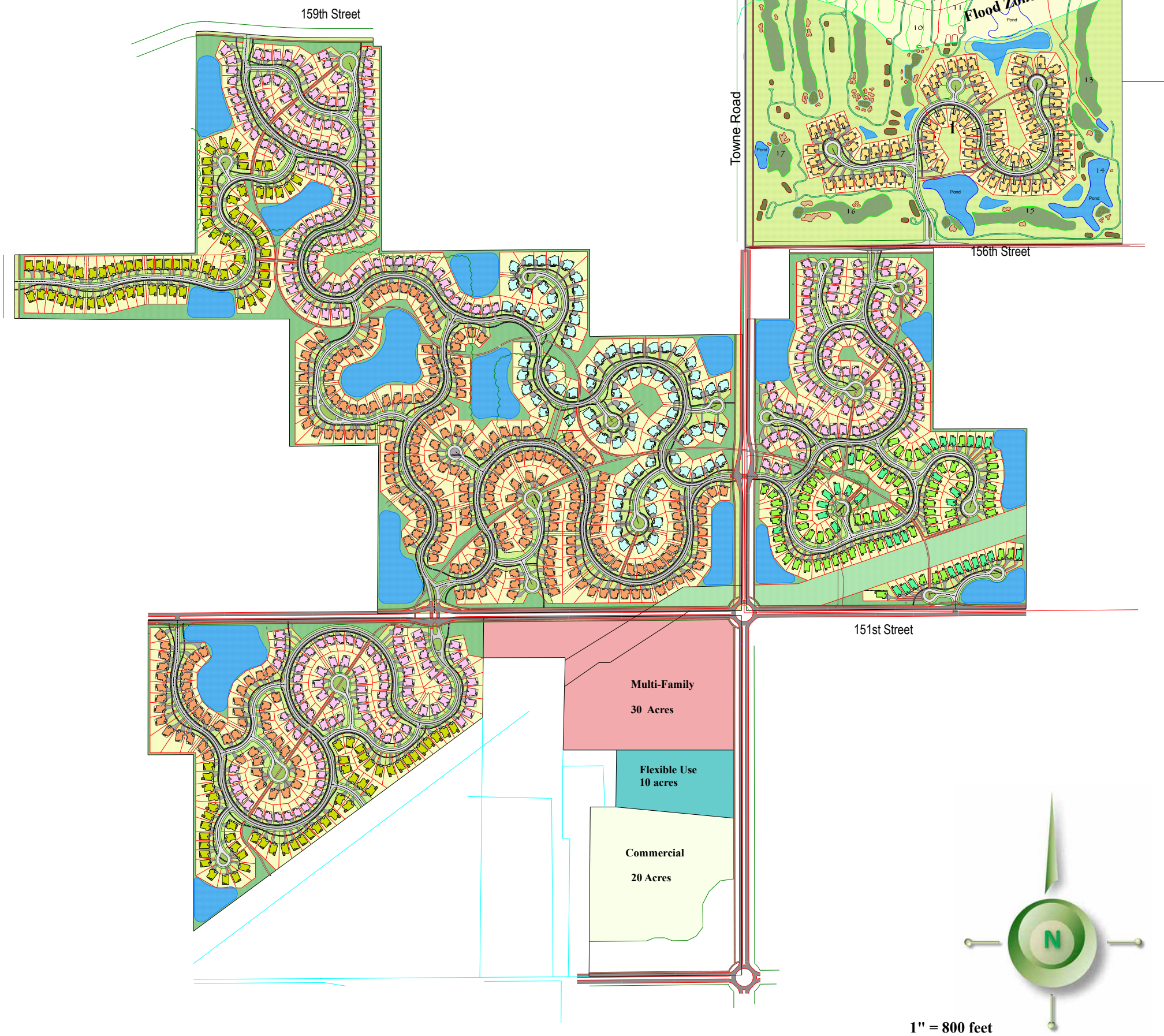
Wood Wind of Westfield

Westfield, Indiana

Rick Harrison Site Design
Studio



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Copyright 2016



Shelborne Rd

Towne Rd

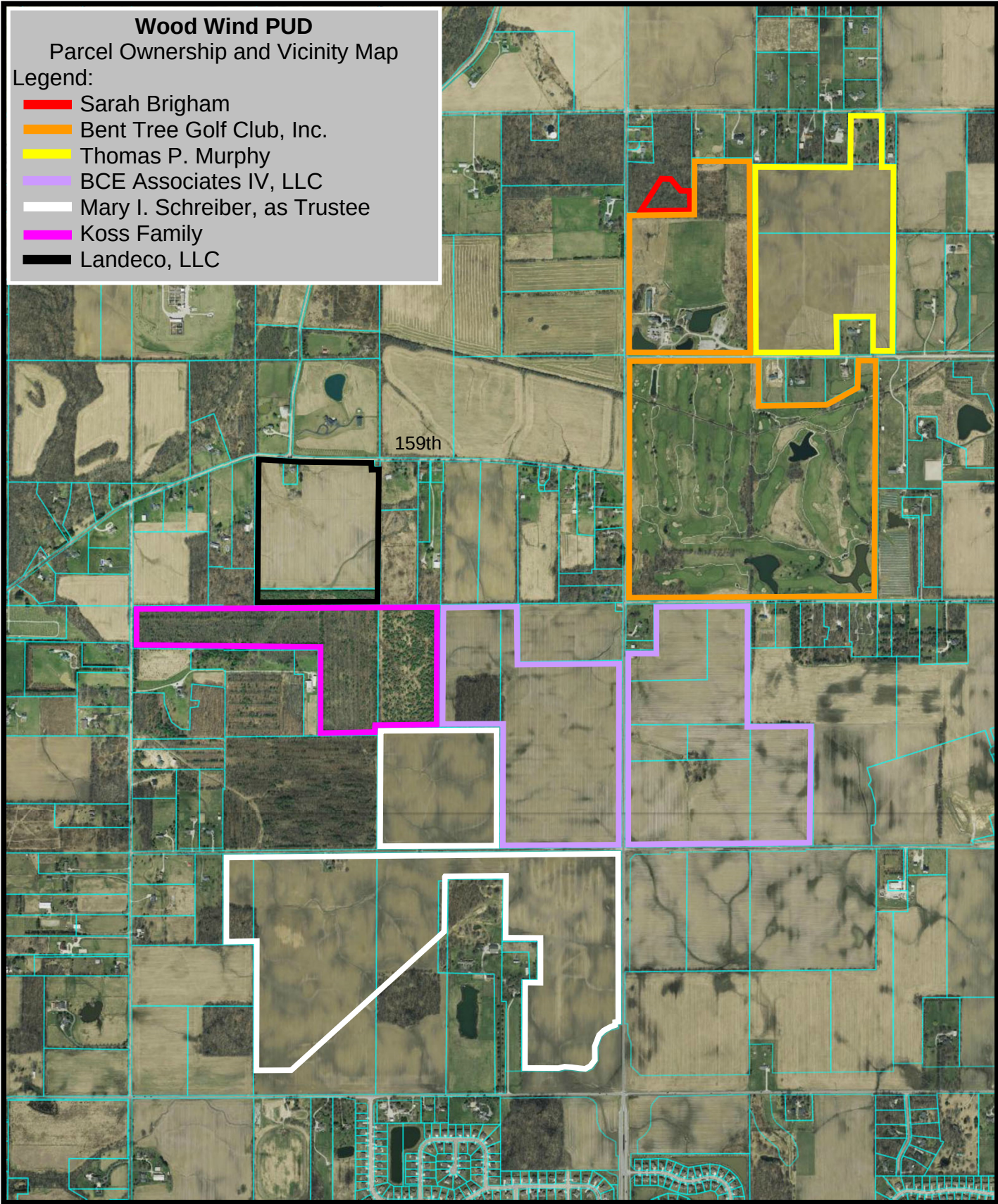


Wood Wind PUD

Parcel Ownership and Vicinity Map

Legend:

-  Sarah Brigham
-  Bent Tree Golf Club, Inc.
-  Thomas P. Murphy
-  BCE Associates IV, LLC
-  Mary I. Schreiber, as Trustee
-  Koss Family
-  Landeco, LLC



166th

161st

156th

151st

146th

159th

Project Overview

Wood Wind Planned Unit Development

Pulte Homes of Indiana, LLC, proposes the development of a Planned Unit Development (“PUD”) consisting of approximately 780 acres along Town Road in the vicinity of 146th Street to 166th Street. The PUD is proposed to be named Wood Wind, after the centerpiece of the development, the Wood Wind Golf Course.

Established in 1988, the Wood Wind Golf Course is the only public golf course in Westfield. Since its inception, Wood Wind Golf Course has served the Westfield community in numerous ways, including: providing fitness opportunities; providing scholarships; hosting fund raisers; etc. Unfortunately, the current financial structure of Wood Wind Golf Course is not sustainable. Without a change, the golf course cannot continue to operate. Through the Wood Wind PUD, a master planned community will be created with the Wood Wind Golf Course as the centerpiece. The residents of the Wood Wind community will be afforded varying levels of membership to the Wood Wind Golf Club in an effort to create a long term revenue stream for the Wood Wind Golf Course. Pulte Homes of Indiana, LLC, and Wood Wind Golf Course hope that by teaming-up to create a master planned community designed with the Wood Wind Golf Course as the centerpiece, the financial stability needed to maintain, modernize and update the Wood Wind Golf Course and allow it to remain open as a public daily fee golf course serving the Westfield community for many more years will be achieved.

The Wood Wind community is designed to comply with land use and density recommendations of the Westfield-Washington Township Comprehensive Plan near 146th Street and transition to a lower density development pattern to the north as the Wood Wind community enters into a more rural area. Multiple home series will be offered within the community ranging from traditional two-story products to ranch homes targeted toward the empty nest buyer.

The Wood Wind community will recognize the rural character of the area that exists today and will respect the surrounding farmsteads and large lot homes. The existing black board fence that is seen in the area will be incorporated at certain areas along thoroughfares and several entry points into the new residential community. A curvilinear design concept is used to pull homes away from perimeter roads and minimize the visibility of the rear of the homes from the perimeter roads. Along interior roads, varying front yard setbacks are used to create a greenway of changing depth between the front of the homes and the interior roadways. Buffer areas will be designed with plant materials arranged in natural, irregular drifts or ribbons. Trees shall be grouped or clustered with open-space between groupings. This is intended to create a natural woodland feel that will mimic the surrounding rural landscape.

Another highlight of the Wood Wind community will be the development of an amenities area adjacent to the existing Wood Wind Golf Course clubhouse. Plans are to include: a multipurpose recreation center; a lap pool; a resort pool; a kid’s pool; tennis and basketball courts; and, an upgraded banquet pavilion. All residential areas of Wood Wind community will be connected to the amenities area through a significant pedestrian trail network.

ORDINANCE NUMBER 16-24

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

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

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

WHEREAS, the Common Council enacted Ordinance No. 12-14, The Harmony Planned Unit Development District (the "Harmony PUD Ordinance") on January 14, 2013;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1607-PUD-11**), requesting an amendment to the Harmony PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1607-PUD-11** 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 July 6, 2016;

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 Harmony PUD Ordinance and Unified Development Ordinance (the "UDO") are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Harmony PUD Ordinance, only as applicable to the Real Estate. The Real Estate encompasses Area A of the Mixed Use District, as established by Section 1.2 of the Harmony PUD Ordinance.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Harmony PUD Ordinance; and (iii) the

provisions of the UDO, 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 Harmony PUD Ordinance, as amended.

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

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance or The Harmony PUD Ordinance shall have the meanings ascribed to them in the UDO.

Section 3. **Development Standards for Multifamily Uses.** Section 2.4(C) (Development Standards for Multifamily Uses within the Mixed Use District; Minimum Setback Lines) of the Harmony PUD Ordinance shall apply to the Real Estate; however, the minimum setback line for an Accessory Building along the Real Estate’s East Property Line shall be five (5) feet, provided required landscaping is otherwise met.

Section 4. **Off –Street Loading and Parking Standards.** Article 4.2(C)(3)(b) Off –Street Loading and Parking; Off-Street Parking; Multifamily Residential Uses of the Harmony PUD Ordinance shall be amended as follows: The minimum number of garage parking spaces shall be equal to ~~60%~~ 50% of the total number of dwelling units within the multifamily area of the Mixed Use District.

Section 5. **Landscaping Standards.** Article 5 (Landscaping Standards) of the Harmony PUD Ordinance shall apply to the Real Estate, except as otherwise modified below.

- A. Buffer A of the UDO (Article 6.8(N)) shall apply along the west property line of Area A, and shall be a minimum width of twenty (20) feet.
- B. Amendments to a landscape plan approved as part of an Overall Development Plan for the Real Estate may be approved as part of a Lot or Block’s Detailed Development Plan.

Section 6. **Sign Standards.** The standards of the Harmony PUD Ordinance shall apply. In addition to permitted signage by the Harmony PUD Ordinance, a Multi-family Dwelling development within Area A shall be permitted a blade sign along the 146th Street frontage of Area A in substantial compliance with the Multi-Family Blade Sign illustrated on **Exhibit B.**

ALL OF WHICH IS ORDAINED/RESOLVED THIS 11th DAY OF JULY, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

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

I hereby certify that **ORDINANCE 16-24** was delivered to the Mayor of Westfield
on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-24**
this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-24**
this _____ day of _____, 2016.

J. Andrew Cook, Mayor

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

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Multi-Family Blade Sign

EXHIBIT A
REAL ESTATE
(Page 1 of 2)

A part of the Southeast Quarter and Southeast Quarter of Section 16, Township 18 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast Corner of said Southeast Quarter; thence South 89 degrees 25 minutes 04 seconds West (basis of bearing = ALTA/ACSM land title survey by The Schneider Corporation, Job No. 4934.001, dated March 10, 2004) along the South line of said Southeast Quarter a distance of 1,352.44 feet to the southwest corner of said Quarter Quarter Section; thence North 00 degrees 18 minutes 09 seconds West along the West line of said Quarter Quarter a distance of 179.67 feet to the POINT OF BEGINNING, said point also being the northwest corner of Parcel 1 as described in Instrument No. 2013064140 in the Office of the Recorder of Hamilton County, Indiana, (the following three (3) courses being along the northerly and westerly lines of said Parcel 1); (1) North 89 degrees 25 minutes 36 seconds East 78.48 feet to a point on a tangent curve to the left having a radius of 925.00 feet, the radius point of which bears North 00 degrees 34 minutes 24 seconds West; (2) easterly along said curve an arc distance of 300.26 feet to a point which bears South 19 degrees 10 minutes 18 seconds East from said radius point; (3) North 70 degrees 49 minutes 42 seconds East 130.07 feet; thence North 19 degrees 10 minutes 18 seconds West a distance of 258.85 feet; thence North 70 degrees 55 minutes 45 seconds East a distance of 106.74 feet; thence North 17 degrees 05 minutes 05 seconds West a distance of 186.48 feet; thence North 00 degrees 12 minutes 08 seconds West a distance of 236.59 feet; thence North 45 degrees 40 minutes 36 seconds East a distance of 89.52 feet; thence North 89 degrees 47 minutes 52 seconds East a distance of 273.21 feet; thence North 51 degrees 08 minutes 17 seconds East a distance of 32.02 feet; thence North 89 degrees 47 minutes 52 seconds East a distance of 170.87 feet; thence North 00 degrees 12 minutes 08 seconds West a distance of 75.83 feet; thence South 89 degrees 41 minutes 37 seconds West a distance of 127.28 feet; thence North 33 degrees 05 minutes 25 seconds West a distance of 42.55 feet; thence North 80 degrees 00 minutes 41 seconds West a distance of 137.00 feet; thence South 89 degrees 29 minutes 12 seconds West a distance of 184.76 feet; thence South 84 degrees 54 minutes 40 seconds West a distance of 106.88 feet; thence South 46 degrees 17 minutes 48 seconds West a distance of 103.60 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 24.12 feet; thence North 46 degrees 05 minutes 36 seconds West a distance of 68.06 feet; thence North 59 degrees 38 minutes 08 seconds West a distance of 30.47 feet; thence North 73 degrees 10 minutes 40 seconds West a distance of 45.36 feet; thence North 89 degrees 01 minutes 15 seconds West a distance of 94.21 feet; thence North 86 degrees 28 minutes 15 seconds West a distance of 106.51 feet to the West line of said Quarter Quarter Section; thence South 00 degrees 18 minutes 09 seconds East along the West line of said Quarter Quarter a distance of 1,018.74 feet to the POINT OF BEGINNING, containing 11.881 acres of land, more or less.

EXHIBIT A
REAL ESTATE
(Page 2 of 2)

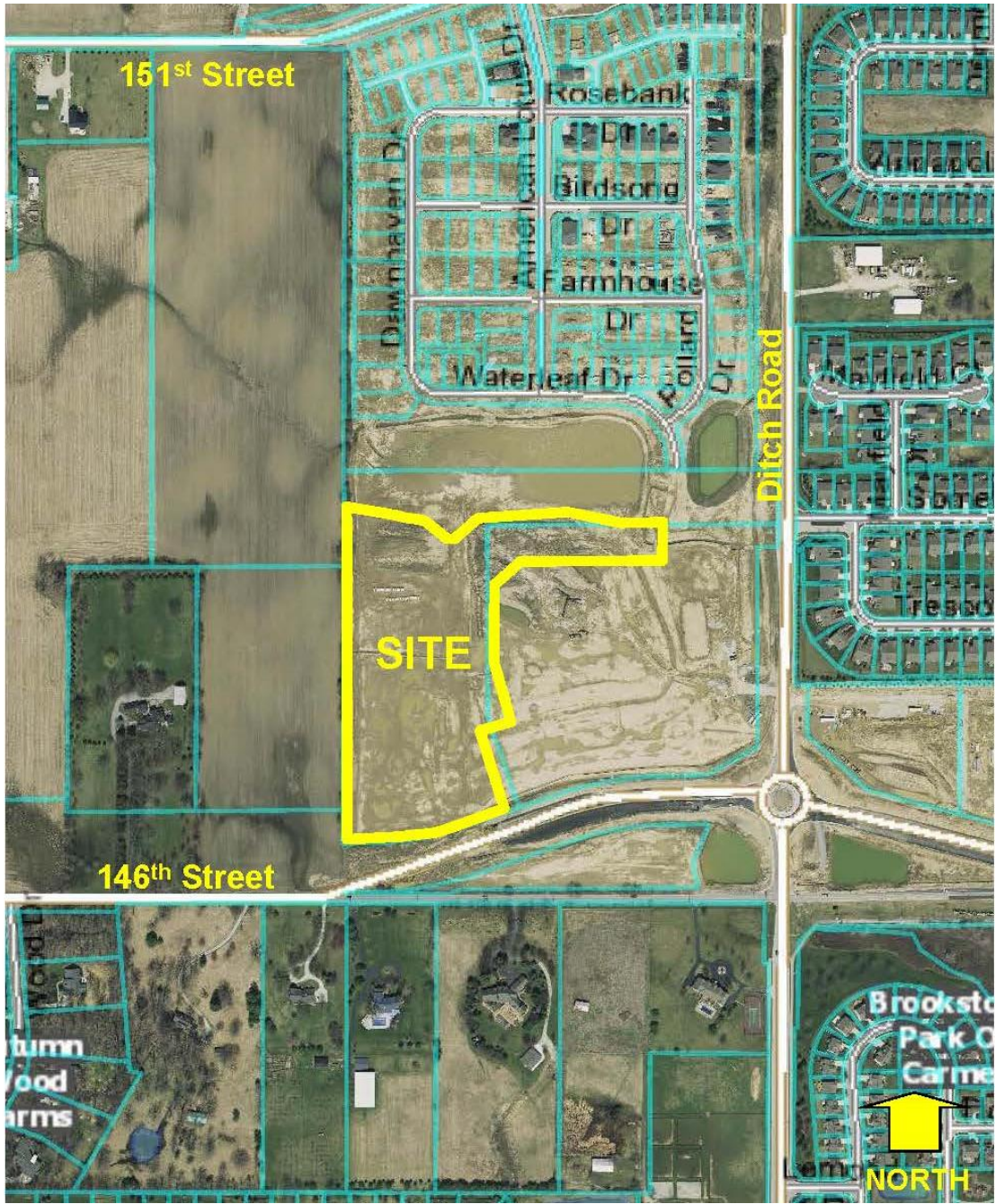
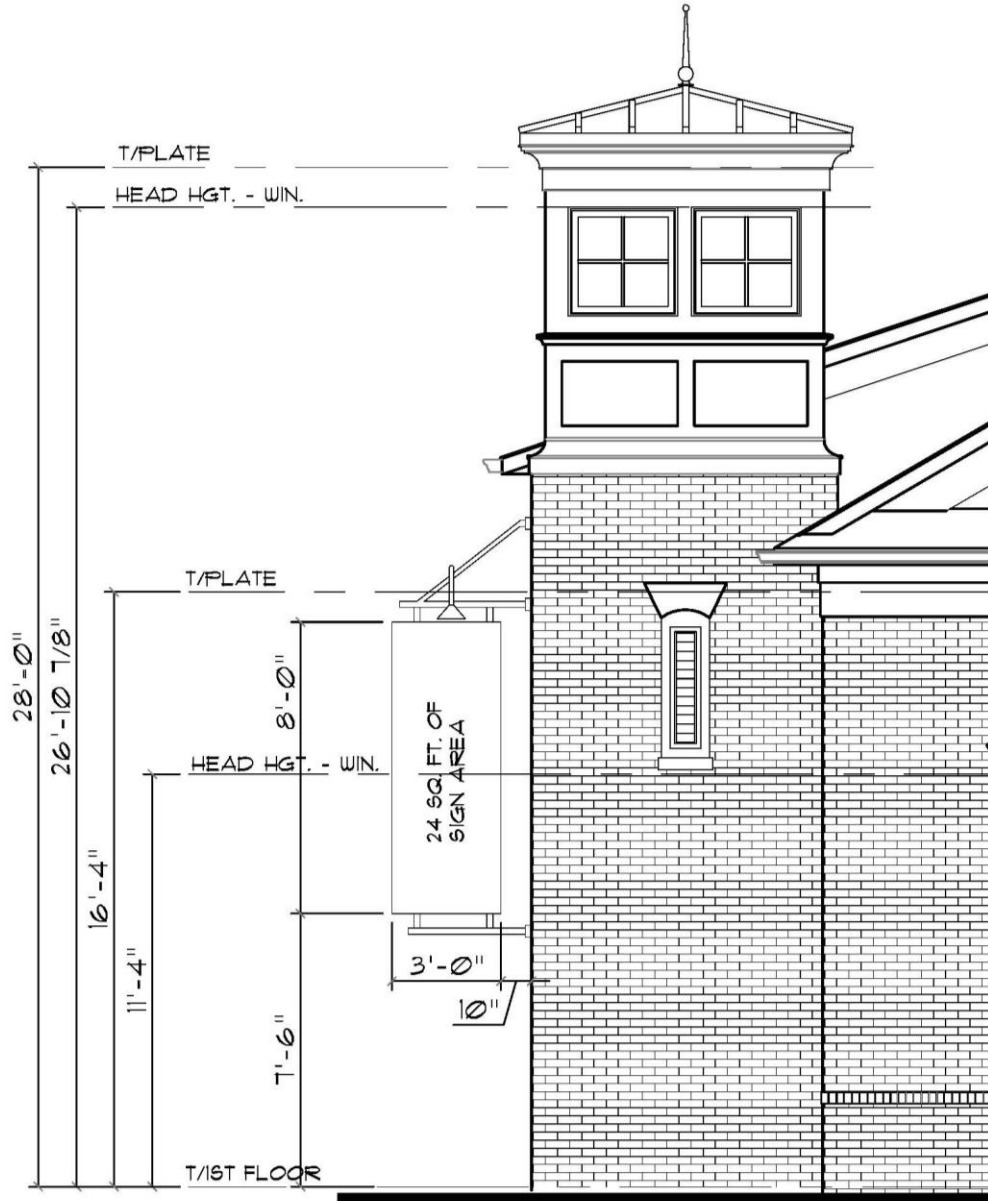


EXHIBIT B
Multi-Family Blade Sign
(Page 1 of 1)





Westfield City Council Report

Ordinance Number:	16-24
APC Petition Number:	1607-PUD-11
Petitioner:	J.C. Hart Company, Inc. by Nelson & Frankenberger
Requested Action:	An amendment to the Mixed Use District (Area A: Apartment Area) of the Harmony Planned Unit Development (PUD) District.
Current Zoning:	The Harmony PUD District (Ord. 12-14, as amended by 15-18)
Current Land Use:	Vacant / Undeveloped
Exhibits:	1. Location Map 2. Detailed Development Plan (pending) 3. Proposed Amendment Ord. 16-24 4. APC Certification
Prepared by:	Jesse M. Pohlman, Senior Planner

PETITION HISTORY

An amendment for the Mixed Use District of the Harmony PUD District was filed as petition 1606-PUD-07 (Ordinance 16-12) (the "Original Petition"). The Original Petition was introduced at the May 9, 2016, City Council meeting and received a public hearing at the June 6, 2016, Plan Commission meeting.

Since the public hearing, the petitioners have chosen to split the Original Petition as it relates to the apartment area ("Area A") and the commercial area ("Area B" and "Area C") (see Project Overview below). As such, the Original Petition has been amended to remove Area A. The Original Petition, as it now only pertains to the commercial area (Area B and C), is currently being further considered separately from this ordinance by the Plan Commission. This ordinance only applies to Area A (see **Exhibit 1**).

An accompanying Detailed Development Plan (1607-DDP-25) for Area A is pending and received a public hearing at the July 5, 2016, Plan Commission meeting (see **Exhibit 2**). The proposed amendment received a public hearing at the June 6, 2016, and July 5, 2016, Plan Commission meetings.

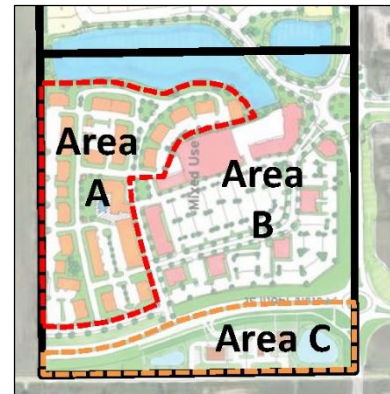
PROJECT OVERVIEW

Project Location: The petitioner is requesting an amendment to the Harmony Planned Unit Development (PUD) District (the “PUD District”) for the 11.89 acres+/- located on the north side of 146th Street, west of Ditch Road (see **Exhibit 1**).

The subject property encompasses “Area A” of the PUD District, a part of the “Mixed Use District”. The PUD Ordinance establishes the MF2: Multi-Family Medium Density District as the underlying zoning district for Area A.

Property History: The property is zoned the Harmony PUD District (Ord. 12-14) (the “PUD Ordinance”). The PUD Ordinance was adopted in 2013, and includes 278 acres. Since then, the detached single-family areas of the PUD District have been under development. The PUD Ordinance was amended by Ordinance 15-18, adopted in July 2015, which modified the setbacks from internal driveways/parking areas and maximum building height standards for multi-family uses.

On June 6, 2016, the Plan Commission approved the primary plat (1605-SPP-06) and overall development plan (1605-ODP-06) for the Mixed Use District. In April 2016, the secondary plat (1606-SFP-16) was filed for the Mixed Use District, which is currently being reviewed and is pending. A Detailed Development Plan for the proposed multi-family development received a public hearing by the Plan Commission on July 5, 2015, and is currently pending approval (see **Exhibit 3**), subject to the Council’s consideration of this ordinance.



AMENDMENT REQUEST

The petitioner requests this amendment to address the following:

Minimum Building Setbacks: The proposed amendment reduces the side yard setback along the east property line for the dumpster enclosure from twenty (20) feet to five (5) feet.

Multi-family Garage Spaces: The PUD Ordinance requires that a minimum of garage parking spaces shall be equal to 60% of the number of dwelling units. The amendment proposes to reduce that requirement to 50% (for example with the proposed detailed development plan, 154 garage spaces would be required; the amendment would require 129 garage spaces).

Sign Standards: The PUD Ordinance defaults to the UDO for the applicable sign standards. Due to the design of access along 146th Street and the general circulation patterns for the Mixed Use District, the proposed amendment permits a blade (or projecting) sign to be located on the proposed multi-family clubhouse along Area A’s 146th Street frontage.

Landscape Buffer Yard: With respect to Area A, the PUD Ordinance defaults to the UDO’s landscaping standards with the exception of the External Street Frontage Landscaping Requirements. Article 6.8(N)(4) and (5) of the UDO provides that a buffer yard type “Buffer B (medium)” is required for multi-family uses abutting adjacent AG-SF1 District properties. As a

result, the UDO's "Buffer B" would apply along Area A's west property line. The amendment proposes a modified UDO "Buffer A" apply instead along the west property line.

	UDO's Buffer B (current standard)	UDO's Buffer A	Proposed Amendment
Minimum Width	40 feet	30 feet	20 feet
Shade Trees	4 per 100 feet	3 per 100 feet	Buffer A
Evergreen Trees	4 per 100 feet	3 per 100 feet	Buffer A
Shrubs	10 per 100 feet	10 per 100 feet	Buffer A
Mound	4' tall undulating	no mound	Buffer A

Comprehensive Plan: As summarized in the original zoning of the PUD District, the Future Land Use Map in the Westfield-Washington Township Comprehensive Plan (the "Comprehensive Plan") identifies the property as "New Suburban".

PROCEDURAL

Public Hearing: Amendments to a Planned Unit Development (PUD) District are required to be considered at a public hearing by the Plan Commission. The public hearing for this amendment was held on June 6, 2016, with an additional public hearing at the July 5, 2016, 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.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

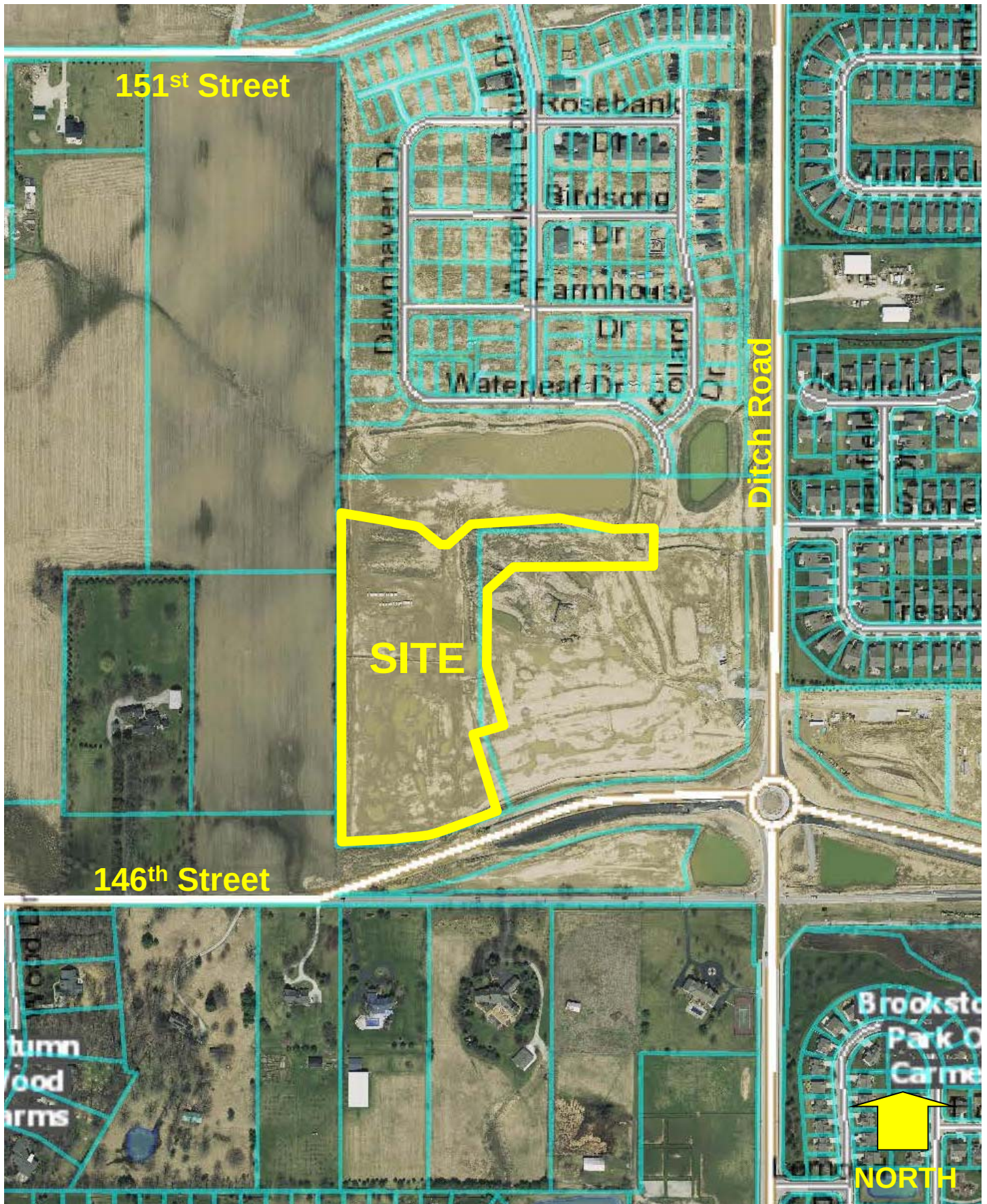
At its July 5, 2016, meeting, the Plan Commission forwarded a unanimous favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 5**).

City Council

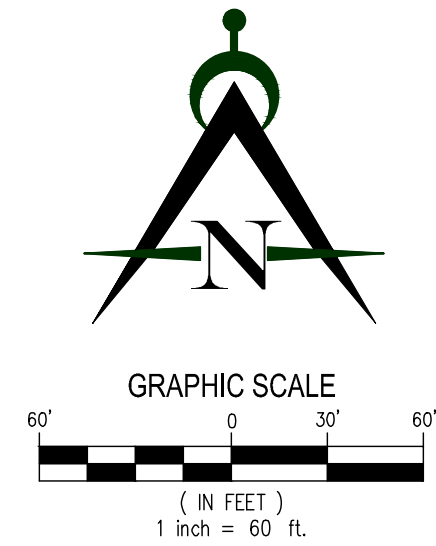
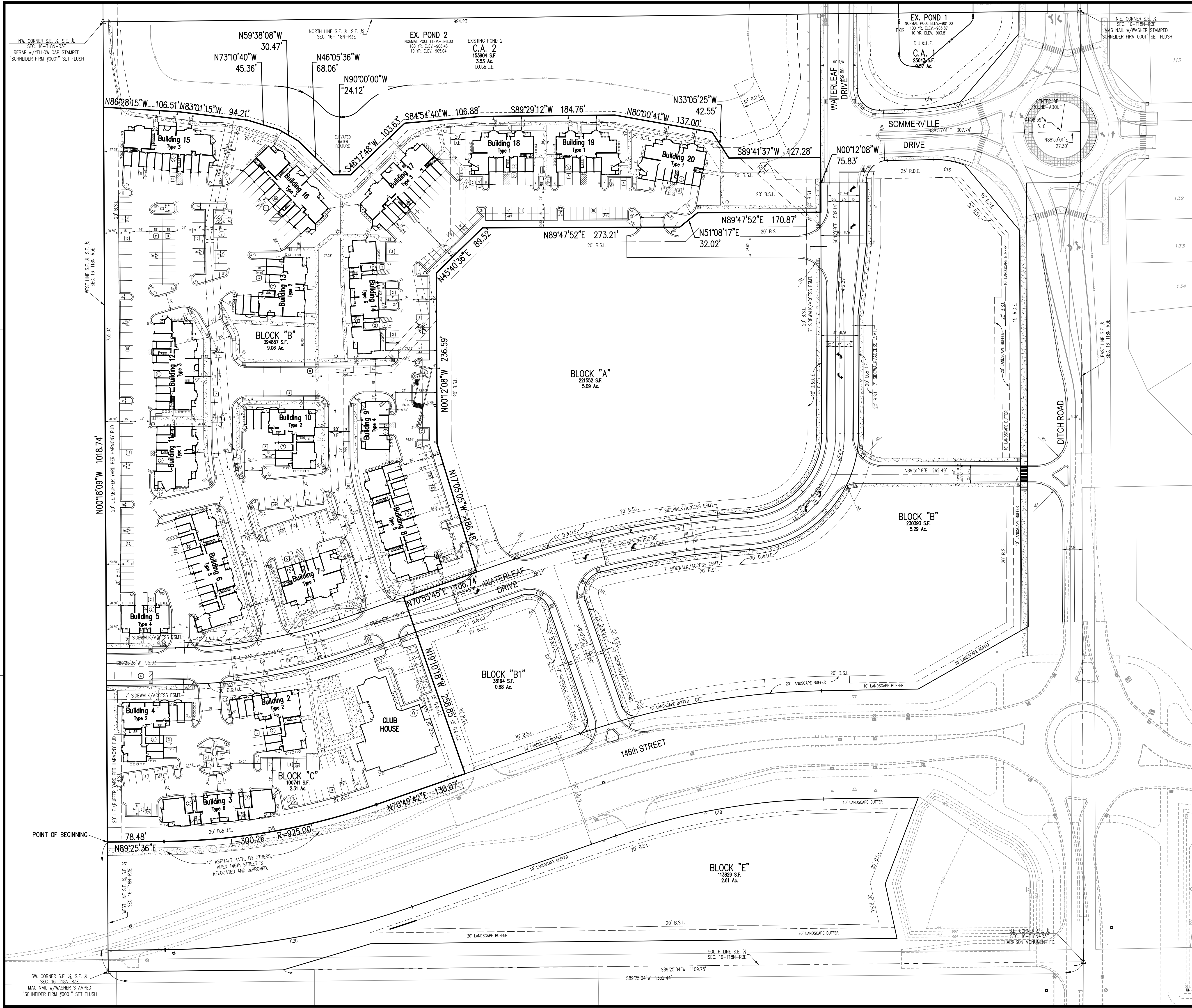
Introduction: May 9, 2016

Eligible for Adoption: July 11, 2016

Submitted by: Jesse M. Pohlman, Senior Planner
Economic and Community Development Department



Harmony Apartments
Site Location Map / Aerial Photograph



LEGEND

- ① Bicycle Racks (10 Bikes)
- ② Garage Parking Spaces
- ⑤ 9'x18' Surface Parking Spaces
- △ 9'x18' Surface' Handicap Parking
- ☆ New Light Pole Base
- B.S.L. Building Setback Line
- R.D.E. Regulated Drainage Easement
- D.&U.E. Drainage & Utility Easement

DEVELOPMENT SUMMARY

OVERALL BEDROOM MIX:
1 BEDROOM = 103
2 BEDROOM = 119
3 BEDROOM = 35

BUILDING TYPE	#UNITS	#GARAGES
TYPE 1	11	5
TYPE 2	13	7
TYPE 3	17	10
TYPE 4	7	2
TYPE 5	20	13
TYPE 6	14	4

TOTAL UNITS = 257
TOTAL ACREAGE = 11.38ac. (BLOCKS C & D)
TOTAL DENSITY = 22.58 units/acre

PARKING:
SURFACE PARKING = 377
GARAGE PARKING = 131
TOTAL PARKING = 508 SPACES
PARKING RATIO = 1.98:1

NOTE:
TANDEM PARKING SPACES IN FRONT OF GARAGES ARE DEDICATED FOR USE BY TENANT OF THE ADJACENT CORRESPONDING GARAGE PARKING SPACE.



NOTE:
For character review only.

TYPICAL BIKE RACK DETAIL

REVISIONS:
1. 06/22/16, kwk. Review per IAC comments dated 6-21-16.
2. 06/28/16, kwk. Review property line between CA 2 and Apartments to maintain 20' setbacks.

PREPARED FOR:
J.C. Hart Company, Inc.
805 City Center Drive, Suite #120
Carmel, Indiana 46032
317-573-4800

J.C. Hart - Harmony
Apartment Community
Westfield, Indiana
Detailed Site Plan

**PRELIMINARY
PENDING
AGENCY
APPROVAL**

DATE: 06/03/16
DRAWN BY: kwk
ISSUED: CHECKED BY:
JOB NUMBER: 15120
SHEET # D101

ORDINANCE NUMBER 16-24

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

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

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

WHEREAS, the Common Council enacted Ordinance No. 12-14, The Harmony Planned Unit Development District (the "Harmony PUD Ordinance") on January 14, 2013;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1607-PUD-11**), requesting an amendment to the Harmony PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1607-PUD-11** 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 July 6, 2016;

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 Harmony PUD Ordinance and Unified Development Ordinance (the "UDO") are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Harmony PUD Ordinance, only as applicable to the Real Estate. The Real Estate encompasses Area A of the Mixed Use District, as established by Section 1.2 of the Harmony PUD Ordinance.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the Harmony PUD Ordinance; and (iii) the

provisions of the UDO, 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 Harmony PUD Ordinance, as amended.

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

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance or The Harmony PUD Ordinance shall have the meanings ascribed to them in the UDO.

Section 3. **Development Standards for Multifamily Uses.** Section 2.4(C) (Development Standards for Multifamily Uses within the Mixed Use District; Minimum Setback Lines) of the Harmony PUD Ordinance shall apply to the Real Estate; however, the minimum setback line for an Accessory Building along the Real Estate’s East Property Line shall be five (5) feet, provided required landscaping is otherwise met.

Section 4. **Off –Street Loading and Parking Standards.** Article 4.2(C)(3)(b) Off –Street Loading and Parking; Off-Street Parking; Multifamily Residential Uses of the Harmony PUD Ordinance shall be amended as follows: The minimum number of garage parking spaces shall be equal to ~~60%~~ 50% of the total number of dwelling units within the multifamily area of the Mixed Use District.

Section 5. **Landscaping Standards.** Article 5 (Landscaping Standards) of the Harmony PUD Ordinance shall apply to the Real Estate, except as otherwise modified below.

- A. Buffer A of the UDO (Article 6.8(N)) shall apply along the west property line of Area A, and shall be a minimum width of twenty (20) feet.
- B. Amendments to a landscape plan approved as part of an Overall Development Plan for the Real Estate may be approved as part of a Lot or Block’s Detailed Development Plan.

Section 6. **Sign Standards.** The standards of the Harmony PUD Ordinance shall apply. In addition to permitted signage by the Harmony PUD Ordinance, a Multi-family Dwelling development within Area A shall be permitted a blade sign along the 146th Street frontage of Area A in substantial compliance with the Multi-Family Blade Sign illustrated on **Exhibit B.**

ALL OF WHICH IS ORDAINED/RESOLVED THIS 11th DAY OF JULY, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

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

I hereby certify that **ORDINANCE 16-24** was delivered to the Mayor of Westfield
on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-24**
this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-24**
this _____ day of _____, 2016.

J. Andrew Cook, Mayor

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

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

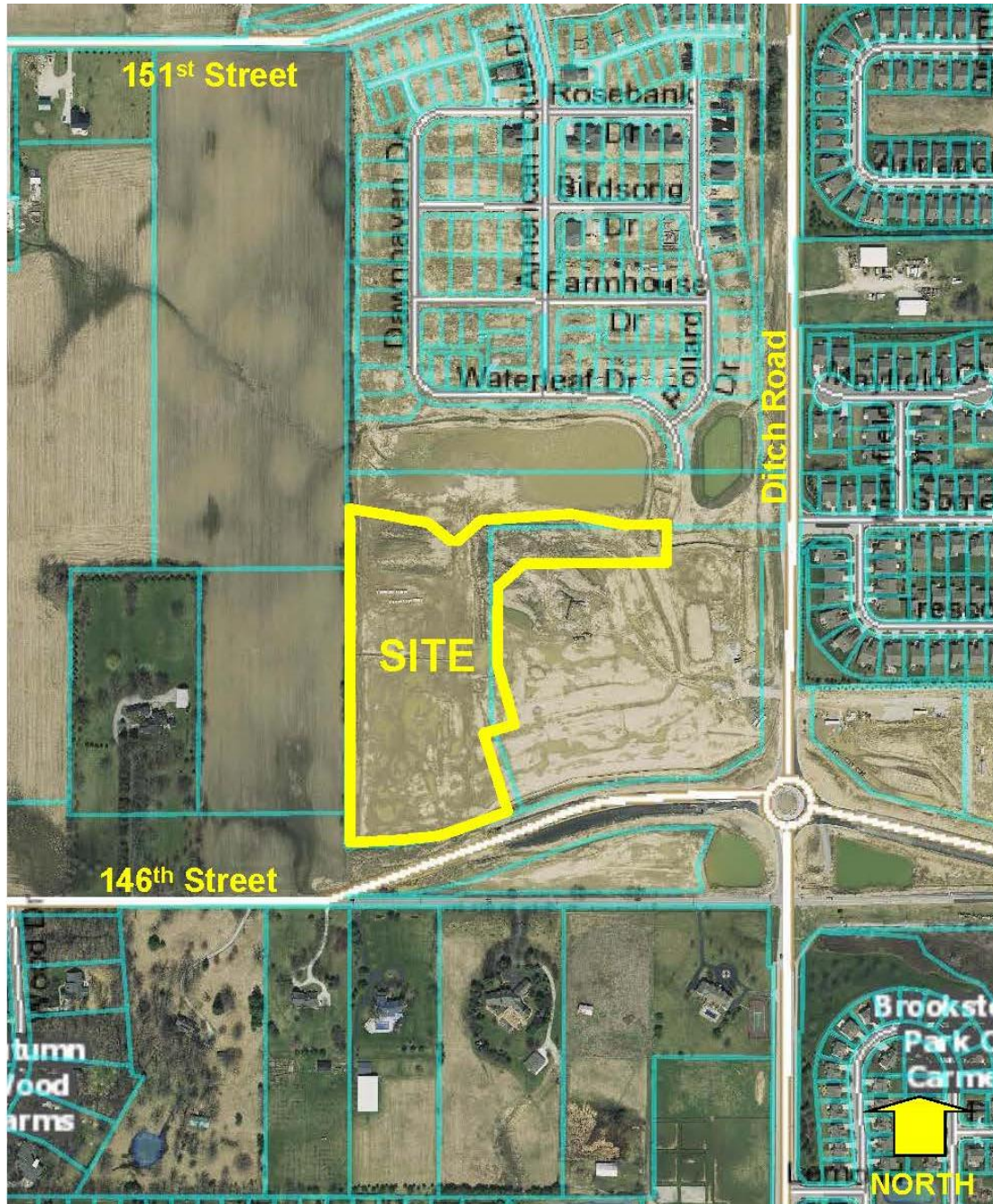
Exhibit B Multi-Family Blade Sign

EXHIBIT A
REAL ESTATE
(Page 1 of 2)

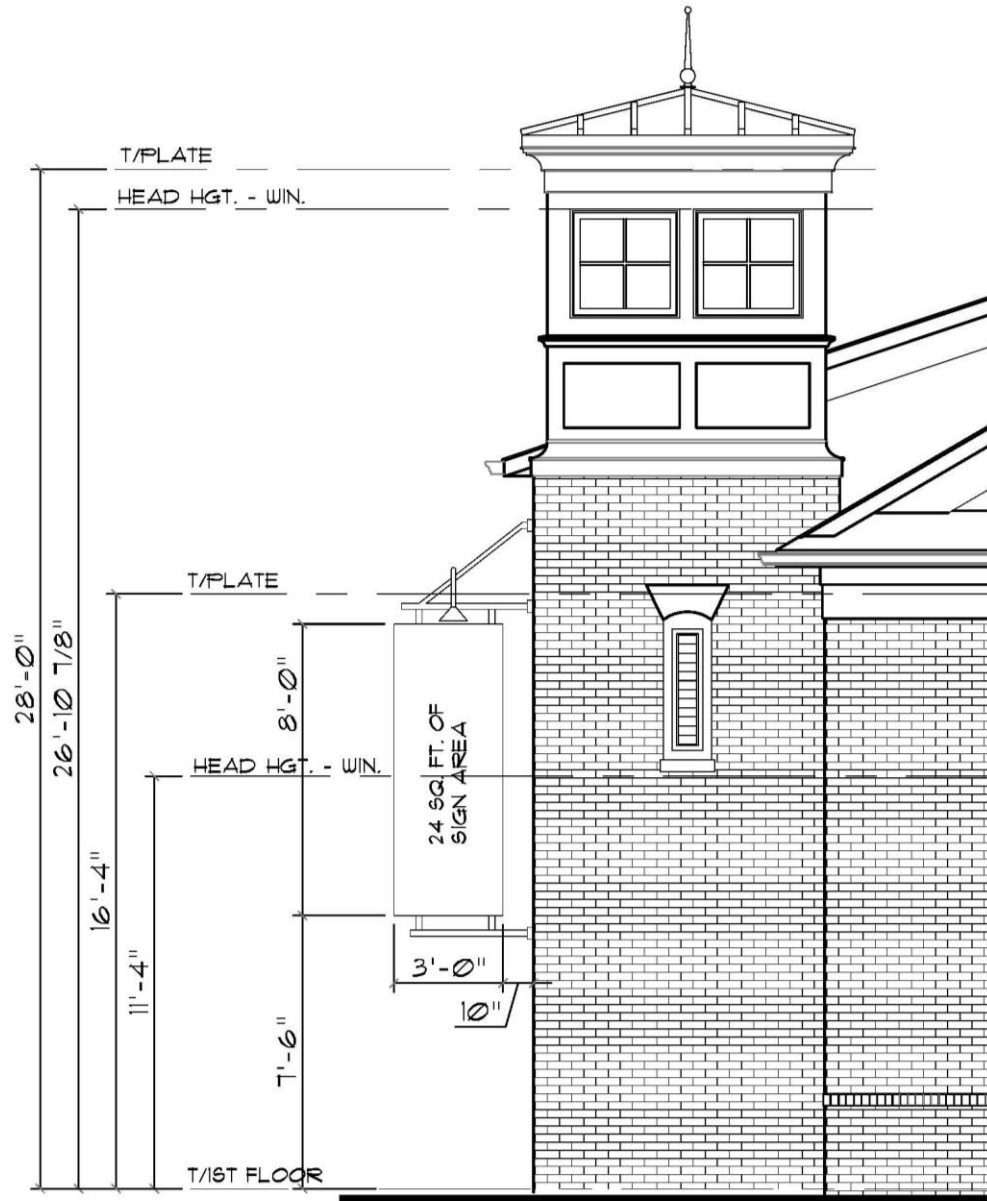
A part of the Southeast Quarter and Southeast Quarter of Section 16, Township 18 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast Corner of said Southeast Quarter; thence South 89 degrees 25 minutes 04 seconds West (basis of bearing = ALTA/ACSM land title survey by The Schneider Corporation, Job No. 4934.001, dated March 10, 2004) along the South line of said Southeast Quarter a distance of 1,352.44 feet to the southwest corner of said Quarter Quarter Section; thence North 00 degrees 18 minutes 09 seconds West along the West line of said Quarter Quarter a distance of 179.67 feet to the POINT OF BEGINNING, said point also being the northwest corner of Parcel 1 as described in Instrument No. 2013064140 in the Office of the Recorder of Hamilton County, Indiana, (the following three (3) courses being along the northerly and westerly lines of said Parcel 1); (1) North 89 degrees 25 minutes 36 seconds East 78.48 feet to a point on a tangent curve to the left having a radius of 925.00 feet, the radius point of which bears North 00 degrees 34 minutes 24 seconds West; (2) easterly along said curve an arc distance of 300.26 feet to a point which bears South 19 degrees 10 minutes 18 seconds East from said radius point; (3) North 70 degrees 49 minutes 42 seconds East 130.07 feet; thence North 19 degrees 10 minutes 18 seconds West a distance of 258.85 feet; thence North 70 degrees 55 minutes 45 seconds East a distance of 106.74 feet; thence North 17 degrees 05 minutes 05 seconds West a distance of 186.48 feet; thence North 00 degrees 12 minutes 08 seconds West a distance of 236.59 feet; thence North 45 degrees 40 minutes 36 seconds East a distance of 89.52 feet; thence North 89 degrees 47 minutes 52 seconds East a distance of 273.21 feet; thence North 51 degrees 08 minutes 17 seconds East a distance of 32.02 feet; thence North 89 degrees 47 minutes 52 seconds East a distance of 170.87 feet; thence North 00 degrees 12 minutes 08 seconds West a distance of 75.83 feet; thence South 89 degrees 41 minutes 37 seconds West a distance of 127.28 feet; thence North 33 degrees 05 minutes 25 seconds West a distance of 42.55 feet; thence North 80 degrees 00 minutes 41 seconds West a distance of 137.00 feet; thence South 89 degrees 29 minutes 12 seconds West a distance of 184.76 feet; thence South 84 degrees 54 minutes 40 seconds West a distance of 106.88 feet; thence South 46 degrees 17 minutes 48 seconds West a distance of 103.60 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 24.12 feet; thence North 46 degrees 05 minutes 36 seconds West a distance of 68.06 feet; thence North 59 degrees 38 minutes 08 seconds West a distance of 30.47 feet; thence North 73 degrees 10 minutes 40 seconds West a distance of 45.36 feet; thence North 89 degrees 01 minutes 15 seconds West a distance of 94.21 feet; thence North 86 degrees 28 minutes 15 seconds West a distance of 106.51 feet to the West line of said Quarter Quarter Section; thence South 00 degrees 18 minutes 09 seconds East along the West line of said Quarter Quarter a distance of 1,018.74 feet to the POINT OF BEGINNING, containing 11.881 acres of land, more or less.

EXHIBIT A
REAL ESTATE
(Page 2 of 2)



(Page 1 of 1)



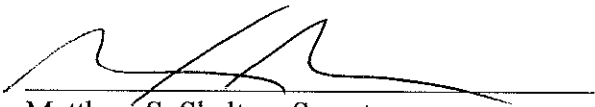
**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Tuesday, July 5, 2016, to consider an amendment to the Harmony Planned Unit Development District 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.	1607-PUD-11
Ordinance No.	16-24
Petitioner	J.C. Hart Company, Inc. by Nelson & Frankenberger
Description	The petitioner requests an amendment to the Mixed Use District (Area A: Apartment Area) of the Harmony Planned Unit Development (PUD) District.

On July 5, 2016, a motion was made and passed to send a unanimous favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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


Matthew S. Skelton, Secretary

July 6, 2016
Date

ORDINANCE NUMBER 16-25

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1608-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. 1608-PUD-12** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) 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 2, 2016;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as "**Park Street in the Junction**" (the “District”).
- 1.2 Development of the Real Estate shall be governed by: (i) the provisions of this Ordinance and its exhibits; and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that

conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. **District Intent.** The District is intended to support the vision of the Westfield-Washington Township Comprehensive Plan, as amended by the Grand Junction Implementation Plan 2013 (Resolution 13-112) and the Grand Junction Addendum: Sub-Districts of the Grand Junction (Resolution 15-119, as amended by Resolution 16-106) (the “Sub-District Addendum”). This Ordinance further creates the regulatory framework to encourage and permit the Real Estate to be developed and used in accordance with the vision of the Sub-District Addendum.

Section 3. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

3.1 **Building, Existing:** A Building constructed prior to the effective date of this Ordinance, as generally depicted on the Concept Plan and Existing Character Exhibit.

3.2 **Building, New:** A Building constructed after the effective date of this Ordinance.

Section 4. **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The Real Estate shall be developed in substantial compliance with the Concept Plan.

Section 5. **District Parcels.** The Real Estate consists of two (2) parcels, as illustrated on the Concept Plan and labeled as 228 Park Street on **Exhibit B-1** (“228 Parcel”) and 226 Park Street on **Exhibit B-2** (“226 Parcel”). Development of each parcel shall be regulated as set forth in this Ordinance.

Section 6. **Underlying Zoning District.** The Underlying Zoning District shall be the GB: General Business District (the “Underlying Zoning District”).

Section 7. **Permitted Uses.** All uses permitted in the Underlying Zoning District shall be permitted on the Real Estate except as otherwise set forth below.

7.1 **Prohibited Uses:** A Gasoline Service Station and other automobile-dominated uses with a drive-through or pick-up window (e.g., restaurant, pharmacy, and financial institution).

Section 8. **General Regulations.** The standards of Chapter 4 Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.

8.1 **Minimum Lot Frontage:** No minimum.

8.2 **Minimum Lot Size:** No minimum.

8.3 **Minimum Building Setback Lines:**

A. **Front Yard:** Twenty (20) feet

B. **Side Yard:** Five (5) feet; except for Existing Buildings on 228 Parcel which may be four (4) feet as depicted on **Exhibit B-1**.

C. **Rear Yard:** Five (5) feet; except for Existing Buildings on 228 Parcel

which may be four (4) feet as depicted on **Exhibit B-1**.

- 8.4 Maximum Front Yard Building Setback Line for a Principal Building: Forty (40) feet
- 8.5 Minimum Principal Building Separation: Twenty (20) feet
- 8.6 Building Size: No minimum or maximum size; however, to maintain and enhance the desired character of the Park Street corridor, a single use or tenant shall not exceed five thousand (5,000) square feet per Building and there shall be a maximum of two (2) tenants per Building.

Section 9. **Development Standards.** The standards of Chapter 6 Development Standards shall apply, except as otherwise modified below.

- 9.1 Article 6.1 Accessory Use and Building Standards: Shall apply, except as otherwise modified below.
 - A. Article 6.1(D) Building Location: Accessory Buildings shall be subject to the Minimum Building Setback Lines set forth herein.
 - B. Article 6.1(H)(6) Screening of Receptacles and Loading Areas: Dumpster enclosures shall not be required to have pedestrian access openings (dumpster man-doors) and shall have a minimum setback of two (2) feet from a Lot Line.
- 9.2 Article 6.3 Architectural Standards: Shall not apply except as otherwise set forth below. The following shall apply, as incorporated from the recommendations of the Sub-District Addendum.
 - A. Franchise and Prototype Architecture: Buildings that are stylized in an attempt to use the building itself as advertising or is contractually required as a standardized or prototype building by a use as a formula from or for another location shall be prohibited, particularly where the proposed architecture is the result of corporate or franchise architecture.
 - B. Existing Buildings:
 - (1) Existing Buildings, as characterized in the Existing Character Exhibit, attached hereto as **Exhibit C**, shall not be required to comply with the Architectural Standards of this Ordinance, unless otherwise provided herein.
 - (2) Renovations and new improvements to Existing Buildings shall be required to comply with the Architectural Standards set forth herein, as architecturally appropriate. Renovations and new improvements shall be done in a way that enhances the Existing Building and furthers the objectives of the Sub-District Addendum.
 - C. Architectural Theme: A New Building or renovation/addition of an Existing Building shall enhance and be compatible with surrounding buildings. Sensitivity shall be given to the character of the building in

relation to the Park Street corridor and adjacent buildings.

- D. Roofs: Article 6.3(F)(7) Roof Design shall apply; however, flat roofs shall be prohibited. Exceptions for Accessory Buildings or ancillary roofs may be permitted, as architecturally appropriate.
- E. Street Level Architecture: The street level of a Principal Building shall be designed with architecture that engages the street/sidewalk in a contextually appropriate manner, and integrates the building and landscape architecture.
- F. Pedestrian Scale: Pedestrian scale detailing shall be incorporated on the Front Building Façade. Particularly, the street level of the Front Building Façade shall incorporate a higher level of visual interest and richer architectural detailing. Overall façade composition shall break the building down into smaller distinct portions to provide a small-scale impression.
- G. Building Materials for Existing Buildings: Existing buildings on the Real Estate and in the Park Street corridor include a variety of shake shingles, clapboard siding, brick and stone. Expansions or renovations of existing buildings on the Real Estate shall utilize existing building materials that complement an Existing Building.
- H. Building Materials for New Buildings: The following shall apply to new buildings on the Real Estate.
 - (1) Permitted Materials: New buildings shall be faced with authentic natural materials such as wood, brick, and stone. Highly reflective materials, exterior insulation finishing systems (EIFS), vinyl siding, and concrete block shall be prohibited.
 - (2) Alternate Materials: The limited use of alternate materials (e.g., synthetic materials, fiber cement siding, vinyl siding, or other modern materials) as a secondary exterior building material may be appropriate on a case by case basis if used in the same way as traditional materials, and is consistent with an intended historical architectural style (e.g., shape, size, profile, texture matching the historical practice when these elements were used).
 - (3) Durability: Building materials shall be selected for long-term durability and minimal maintenance requirements, particularly at pedestrian levels. Less durable materials (e.g., stucco, fiber cement siding) shall only be used above the first story.
 - (4) Foundations: Exposed foundations shall be covered with masonry materials (e.g., limestone, granite, fieldstone) or architectural concrete that matches a color and texture that is historically consistent with the building's architectural style.
- I. Material Variation: The building material selection for all Building Facades shall be supplemented with multiple colors and multiple textures (e.g., rough, smooth, striated, etc.).
- J. Material Transitions: If material changes are proposed, then they shall

generally occur at corners, changes of exterior planes, or be delineated by a specific horizontal transitional detail such as pronounced belt course or substantial reveal. The heavier material shall always be placed beneath the lighter material.

- K. Trim Details: Trim details such as corner beads, window and door trim, soffits and eaves, and accent surfaces shall be wood, or at a minimum, imitate traditional wood, as architecturally appropriate.
- L. Building Orientation: All Principal Buildings shall face Park Street, with a primary entrance readily apparent as a prominent architectural feature visible from Park Street.
- M. Building Entrances: Entrances shall include a functional overhead weather protection such as porches, awnings or building recesses. Awnings shall comply with Article 6.3(F)(10) Awnings and shall not be internally illuminated.
- N. Windows:
 - (1) All window designs shall be compatible with the style, materials, color, details and proportion of the existing or proposed building and desired pedestrian scale.
 - (2) The number of window panes, the number of window openings, window trim and other architectural design elements designed to accent the windows shall be consistent with and complementary to the architectural style of the building.
 - (3) When a window design has been selected for a building, then the same design shall be used on all Building Facades. Use of other window designs as accents may be appropriate if consistent with the architectural style of the building.
 - (4) Window trim and other architectural design elements designed to accent the windows shall be on all new windows (e.g., shutters, keystones, masonry arches, awnings, decorative stone frames, masonry row-lock frames, or other such trim). Exceptions for existing buildings may be appropriate.
 - (5) When shutters are used, they do not necessarily need to be used on all elevations. When used, shutters shall be solid-paneled or louvered and they shall be sized and mounted in a way that gives the appearance of operability and full coverage of the window.
 - (6) Window frames shall be of wood and may have either vinyl or aluminum cladding on the exterior.
- O. Gutters and Downspouts: Shall be visually integrated with the architectural style of the structure. The color of gutters and downspouts shall be selected

to complement or to be consistent with the building materials.

P. Mechanical Screening: Article 6.3(F)(1) Mechanical Screening shall apply.

Q. Accessory Buildings: Article 6.3(F)(12) Accessory Buildings shall apply.

9.3 Article 6.5 Fence Standards: Shall apply. In addition, the following shall apply.

A. The design of fencing, sound walls, enclosures and similar site elements should replicate the architecture of the Principal Building in construction material and detailing.

B. Low, wrought iron fences and stone or brick walls no taller than thirty (30) inches shall be permitted in the Established Front Yard to further define the streetscape.

C. Wrought iron, wood fences, or other approved fence, or brick or stone walls up to six (6) feet tall shall only be permitted in Side and Rear Yards.

D. Chain link fencing shall be prohibited.

9.4 Article 6.8 Landscaping Standards: The Minimum Lot Landscaping Requirements (Article 6.8(K)), Foundation Plantings (Article 6.8(L)), External Street Frontage Landscaping Requirements (Article 6.8(M)), Buffer Yard Requirements (Article 6.8(N)), and Parking Area Landscaping (Article 6.8(O)) shall not apply; rather, the following shall apply.

A. 228 Parcel: Landscaping shall be required and installed in substantial compliance with the Landscape Plan, attached hereto as **Exhibit D**.

B. 226 Parcel: Landscaping shall be required and applied in a similar manner to the landscaping required for 228 Parcel.

C. Landscape Plan Modifications: The Landscape Plan implements the recommendations of the Sub-District Addendum; however, it is contemplated that alternatives that accomplish the design intent of the Sub-District Addendum and intended character of the Park Street corridor may be appropriate. As a result, modifications to the Landscape Plan may be approved by the Department if the modifications further the following objectives:

(1) The primary focus for landscaping is within the area immediately abutting the street, where the highest pedestrian activity will occur. This area shall be landscaped with vegetation and/or hardscaped.

(2) If hardscaping is proposed, then window or ground planters shall be considered to enhance the Building Facade and soften the streetscape.

(3) The density of trees and flowers or shrubs will depend on the setback of the building from the street. Spaces abutting the right-of-way shall be enhanced with natural vegetation to the reasonable extent possible to ensure best practices for the plantings health, while also maximizing the “curb appeal” and streetscape character. The

building placement will dictate whether a lawn or hardscape is more appropriate.

- (4) Outdoor dining areas abutting non-restaurant uses shall incorporate barriers or screening to minimize the impact on adjoining properties.

9.5 Article 6.9 Lighting Standards: Shall apply, except as otherwise modified below.

- A. Lighting shall be designed so that light is not directed off the Real Estate and the light source is shielded from direct offsite viewing.
- B. Exterior lighting may overflow to adjacent properties and rights-of-way; however, for any use abutting Single-family District, illumination levels should not exceed 0.5 foot candles at the Lot Line. The minimum amount of light possible for lighting sidewalks shall be used to not wash out Building Facades but still maintain a safe environment.
- C. Exterior lighting shall be decorative (e.g., gooseneck) and fixtures shall be architecturally integrated with the building style, material and color. Fixtures shall not obscure any building ornamentation. Rooftop lighting is prohibited.
- D. All exterior architectural, display, decorative and sign lighting shall be generated from concealed, low level fixtures.

9.6 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise modified below.

- A. Article 6.14(G)(11) Off-street Parking; Required Spaces: No off-street Parking Spaces shall be required for the Real Estate.

9.7 Article 6.17 Sign Standards: Shall apply; however, permanent signs shall be regulated as follows.

A. General Sign Standards:

- (1) Design: Signs shall be primarily oriented and scaled to the pedestrian, as regulated herein. Sign colors and materials shall be restrained and harmonious with the building architecture. Signs shall be compatible with adjacent signs and shall not compete for attention, such as use of excessively bright colors or disproportionally sized letters. Signs shall be durable, well-designed and act as unique expressions of the business, as illustrated in the Illustrative Sign Exhibit, attached hereto as **Exhibit E**.
- (2) Electronic Signs: Electronic signs shall be prohibited.
- (3) Setbacks: All Signs shall conform to the Minimum Building Setback Lines set forth herein; however, the minimum Front Yard setback requirement shall be five (5) feet from the Front Lot Line or Right-of-way line, which is greater.
- (4) Lighting: Internally illuminated signs shall not be permitted. Externally lit with decorative (e.g., gooseneck) light fixtures shall

be permitted.

- B. Permitted Sign Area: The total Sign Area Allocation permitted shall be one (1) square foot of Sign Area for each one (1) lineal foot of Lot Frontage. The total permitted Sign Area Allocation may be divided between Monument, Wall, Awning, and Projecting Signs. Both sides of a Monument Sign and Projecting Sign shall count against the total Sign Area Allocation.
- C. Monument Signs: One (1) Monument Sign shall be permitted for each Principal Building in accordance with the following:
 - (1) Design: The design shall be unique to the business and match the style and materials of the corresponding building, as illustrated in the Illustrative Sign Exhibit, attached hereto as **Exhibit E**. Monument Signs shall primarily consist of wood and may include support structures as depicted in the Illustrate Sign Exhibit.
 - (2) Maximum Sign Area: Ten (10) square feet.
 - (3) Maximum Sign Height: Six (6) feet.
 - (4) Landscaping: Landscaping shall be integrated with the sign to soften its appearance and not create a site or visual obstruction.
- D. Wall Signs: Wall Signs shall be permitted in accordance with the following:
 - (1) Design: Projecting raceways or pins that cause a Wall Sign to protrude from the wall shall be prohibited. Channel letters may be flush-mounted to the building.
 - (2) Maximum Sign Height: Twenty-four (24) inches.
- E. Projecting Signs: Projecting Signs shall be permitted in accordance with the following:
 - (1) Maximum Sign Area: Sixteen (16) square feet.
 - (2) Location: Projecting signs shall be positioned along the first floor level of the Building Facade.

Section 10. Infrastructure Standards. The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the unique design intent of the District.

Section 11. Design Standards. The standards of Chapter 8 Design Standards shall apply to the development of the District, except as otherwise modified below.

Section 12. Development Plan Review. Article 10.7 Development Plan Review shall apply; however, the review and approval process of the District's Detailed Development Plan(s) shall be delegated to the Department. The Department shall determine whether a Detailed Development Plan complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 8TH DAY OF AUGUST, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

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Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 16-25** was delivered to the Mayor of Westfield

on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-25**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-25**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

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

This document prepared by:
Jesse M. Pohlman | Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074 | (317) 804-3170

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Existing Character Exhibit
Exhibit D	Landscape Plan
Exhibit E	Illustrative Sign Exhibit

EXHIBIT A
REAL ESTATE

226 Park Street (Parcel No: 09-09-01-02-06-014.000)

Beginning at the Southwest Corner of Lot 8 in Roberts Addition to the Town Westfield, Indiana, thence West 4 and 7/100 rods, thence North 9 and 62/100 rods, thence East 4 and 24/100 rods, thence South 9 and 62/100 rods to the place of Beginning, containing $\frac{1}{4}$ acre more or less, in Hamilton County, Indiana.

228 Park Street (Parcel No: 09-09-01-02-06-015.000)

Beginning 722 feet South of the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and 5 and 31/100 (5.31) rods West of the Southwest Corner of Lot 8 in the Roberts Addition to the Town of Westfield, Indiana, and run North 9 and 62/100 (9.62) rods; thence West 5 and 30/100 (5.30) rods; thence South 9 and 62/100 (9.62) rods; thence East 5 and 30/100 (5.30) rods to the place of Beginning.

DATA:

227 JERSEY - GRAG & CORTNEY HALL

EXHIBIT B-1

228 PARCEL CONCEPT PLAN

DEEDED OWNER:

Grand Junction Properties LLC

HAMILTON COUNTY PARCEL NOS

09.09.01-02.06-015.000

STATE PARCEL No. 888

29.09.01-206-015.000-015

PROPERTY CLASS:

510

PROPERTY USE - CURRENTLY:

One Family Dwelling Platted

TAX DISTRICT:

Vestfield

TIF DISTRICT:

Grand Junction - Vestfield

TIF CODE:

90906

DEEDED ACRES:

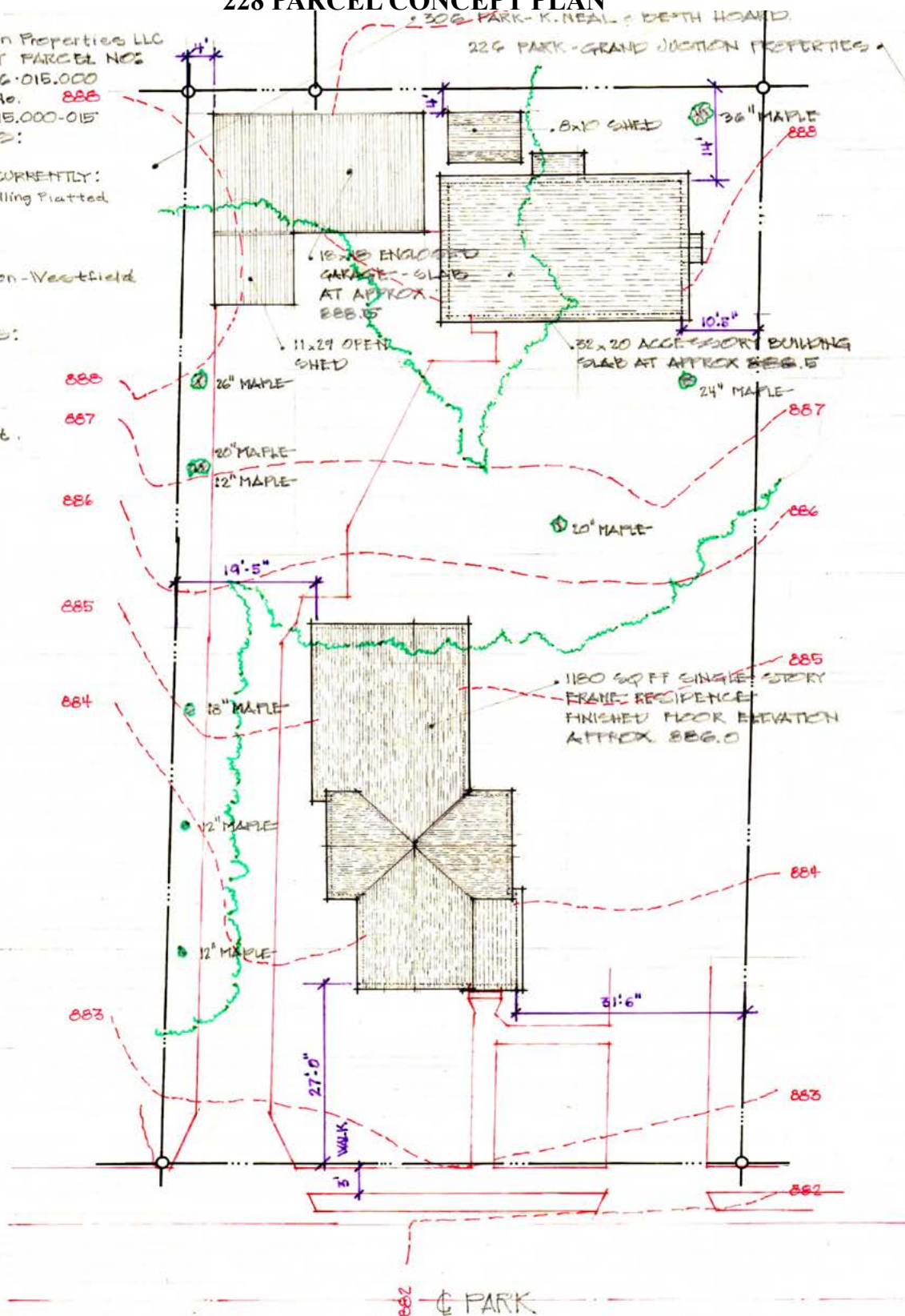
0.27

PERIMETER:

470 Feet

AREA

12,832 Sq Feet.



228 G PARK



AS IS SITE PLAN 228 PARK STREET

1/16" = 1'-0"

DRAFT

06 : 22 '16

INITIAL REVIEW

06 : 27 '16

INITIAL SUBMISSION 07 : 01 '16

2

OF 4

PREPARED FOR:

GRAND JUNCTION PROPERTIES LLC

16405 VESTFIELD BOULEVARD | VESTFIELD, INDIANA 46074
TO FACILITATE ZONING CHANGE REQUEST.

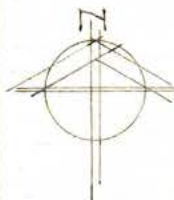
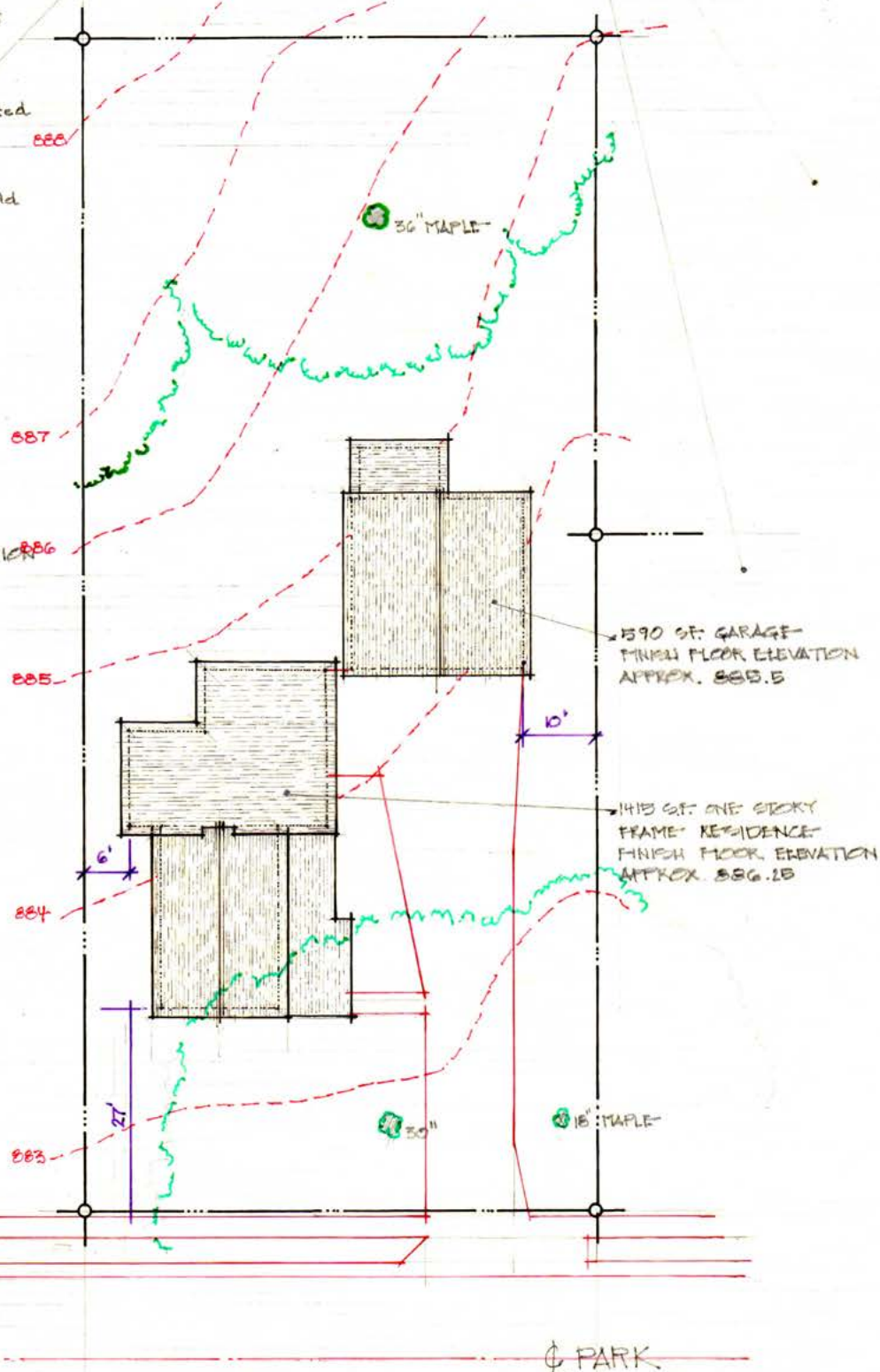
PROPERTY INTEREST:

- 903 JERSEY - GRAND JUNCTION PROPERTIES

226 PARCEL CONCEPT PLAN

AREA
10,698 sq. ft.

- 1 AS EXISTS: 226 PARK
- 2 AS EXISTS: 228 PARK
- 3 PROPOSED: 226 PARK
- 4 PROPOSED SOUTH ELEVATION AND EXAMPLES.



AS IS SITE- PLAN 226 PARK STREET

$$1/16'' = 1' - 0'' -$$

~~DRAFT~~

06:23'16

INITIAL REVIEW

06:27 '16

INITIAL SUBMISSION 07:01'16

41

12

CF-14

PREPARED FOR:

GRAND JUNCTION PROPERTIES LLC

16405 WESTFIELD BOULEVARD / WESTFIELD, INDIANA 46074

TO FACILITATE ZONING CHANGE REQUEST

EXHIBIT C
EXISTING CHARACTER EXHIBIT



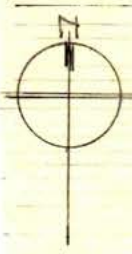
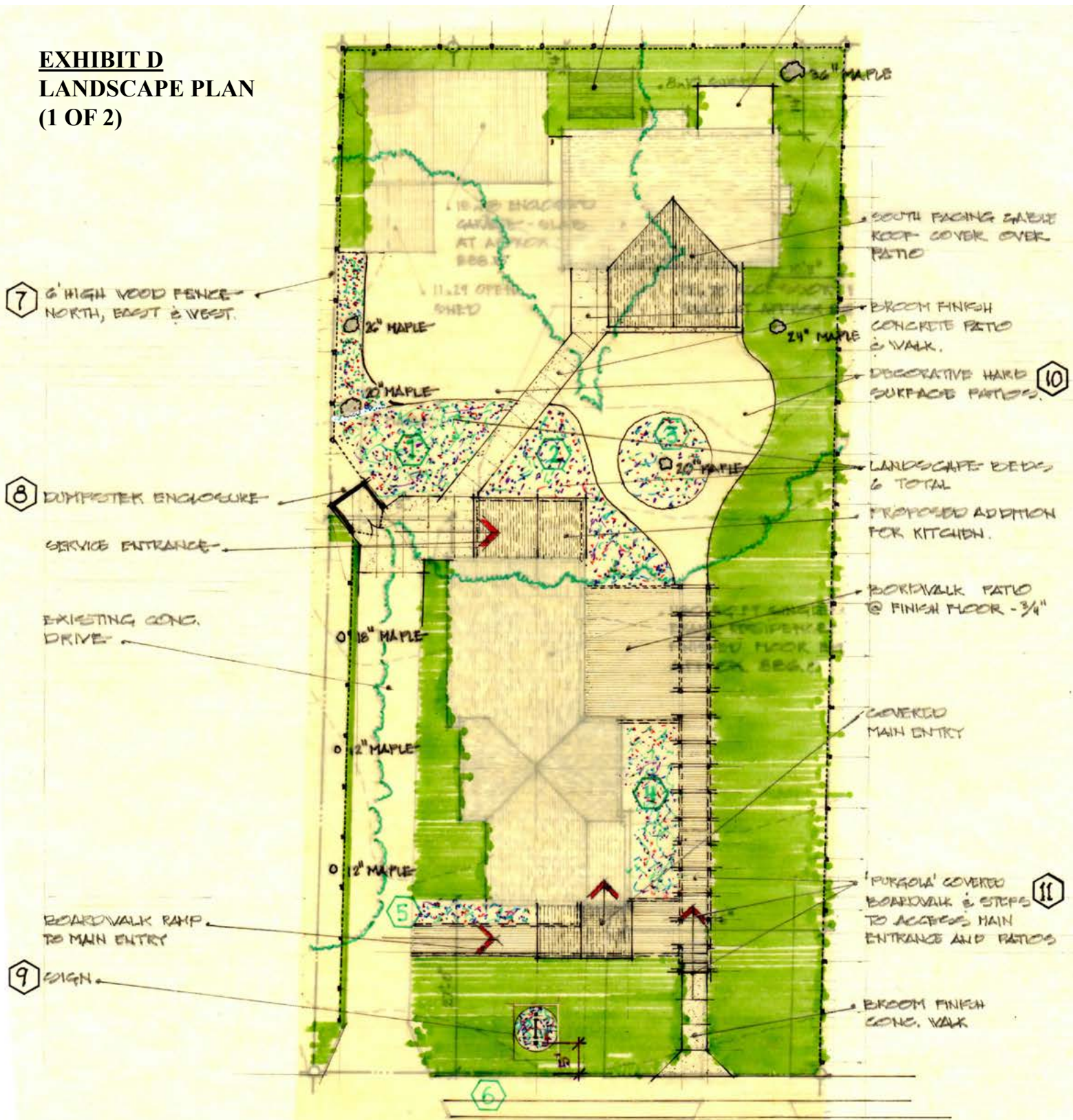
228 PARCEL



226 PARCEL



EXHIBIT D
LANDSCAPE PLAN
(1 OF 2)



PROPOSED SITE PLAN 228 PARK STREET

1/16" = 1'-0"

INITIAL REVIEW 06:27 '16
 INITIAL SUBMISSION 07:01 '16

3
 OF 4

PREPARED FOR:
 GRAND JUNCTION PROPERTIES LLC
 16408 WESTFIELD BOULEVARD | WESTFIELD, INDIANA 46074

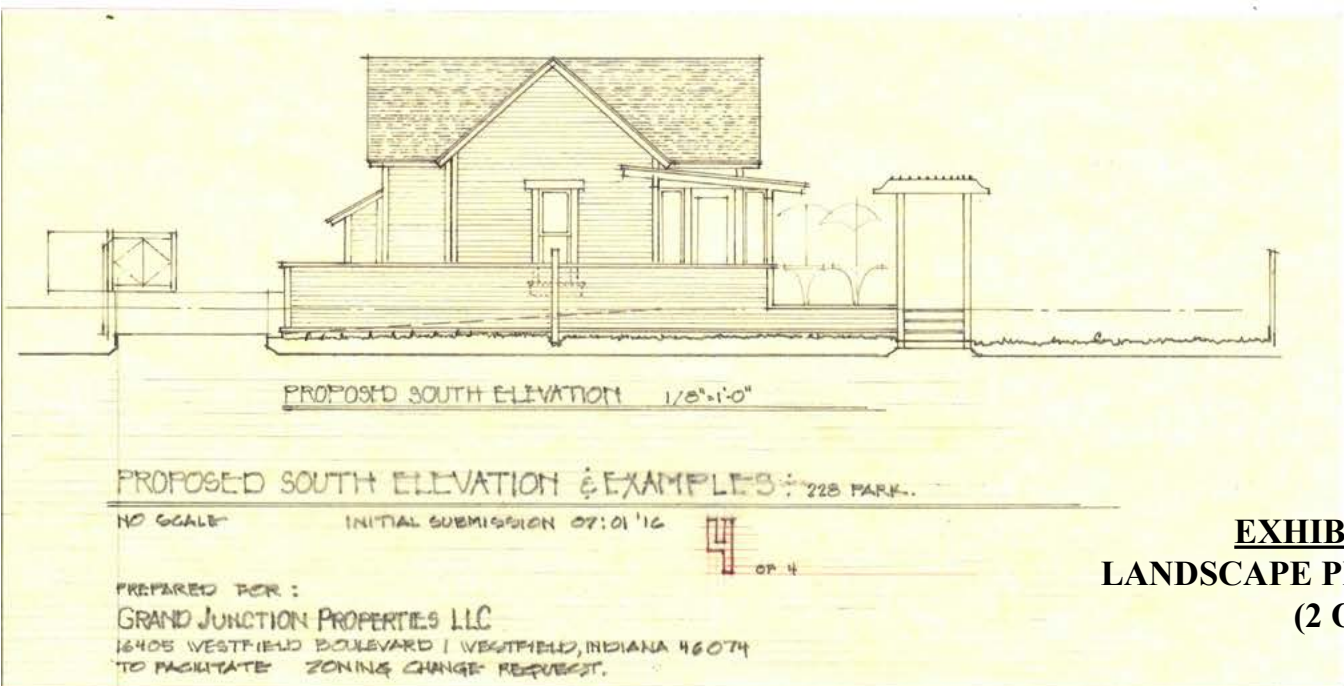


EXHIBIT E
ILLUSTRATIVE SIGN EXHIBIT





Westfield City Council Report

Ordinance Number:	16-25
APC Petition Number:	1608-PUD-12
Petitioner:	Grand Junction Properties, LLC by Robert Beauchamp
Requested Action:	A change of zoning from the MF1: Multi-Family Low Density District to the Park Street in the Junction Planned Unit Development (PUD) District.
Current Zoning:	MF1: Multi-Family Low Density District
Current Land Use:	Single-family Residential Structures
Exhibits:	1. Location Map 2. Ordinance 16-25 3. APC Certification
Prepared by:	Jesse M. Pohlman, Senior Planner

PETITION HISTORY

This petition was introduced at the July 11, 2016, City Council meeting. The petition received a public hearing at the August 1, 2016, Advisory Plan Commission (the "APC") meeting.

This petition was presented to the Grand Junction Task Group (the "GJTG") on August 2, 2016.

PROJECT OVERVIEW

Project Location: The subject properties (collectively, the "property") are located at 226 and 228 Park Street, consisting of 0.5 acres +/- . The property includes two existing single-family residential structures, which are currently zoned the MF1: Multi-Family Low Density District. The Comprehensive Plan's Grand Junction Sub-District Addendum, as further summarized herein, identifies the property as being located within the "Park Street Sub-Area" of the "Junction Sub-District" of the "Grand Junction District".

Project Description: The petitioner is requesting a change of zoning to a Planned Unit Development (PUD) District to be known as the “Park Street in the Junction¹”, that would allow for the adaptive reuse of the existing single-family structures for commercial uses, as illustrated on the Concept Plans in the proposed ordinance. The proposed renovations are intended to be consistent with the character of the petitioner’s other renovated properties in the corridor. The proposed renovations are consistent with the Grand Junction Sub-District Addendum for the Park Street corridor.

Underlying Zoning District: The proposed PUD District Ordinance (the “PUD Ordinance”) defaults to the Westfield – Washington Township Unified Development Ordinance (the “UDO”), with the GB: General Business District² as the Underlying Zoning District.

Permitted Uses: The PUD Ordinance permits those uses permitted by the Underlying Zoning District; however, restricts and prohibits uses that are automobile-dominated with a drive-through or pick-up window (e.g., gasoline service station, fast food restaurants), consistent with the recommendations of the Grand Junction Sub-District Addendum.

Development Standards: As proposed, the PUD Ordinance establishes enhanced or alternative development standards from the Underlying Zoning District (Chapter 6 of the UDO). These modifications would codify the existing lot and existing buildings (e.g., setbacks, lot sizes). The proposed modifications also incorporate as standards the guidelines (e.g., architecture, landscaping, parking, signs) from the Grand Junction Sub-District Addendum that better accommodate the desired character of the Park Street corridor.

Design Standards: As proposed, the PUD Ordinance defaults to the UDO for the applicable infrastructure and design standards (Chapter 8 of the UDO).

COMPREHENSIVE PLAN

The Westfield-Washington Township Comprehensive Plan identifies the property within the “Downtown” land use classification. The “Downtown” area was further studied in 2008 after the formation of the Grand Junction Task Group (the “GJTG”). The study resulted in an amendment to the Comprehensive Plan known as the Grand Junction Master Plan and Addendum, adopted in 2009, and then subsequently the adoption of the [Grand Junction Implementation Plan](#) (the “Implementation Plan”), an amendment to the Comprehensive Plan adopted in 2013. The studied land use component of the Implementation Plan identified several sub-districts.

¹ The Grand Junction Sub-District Addendum (page 64) recommends the following naming convention for PUD Districts within the Junction Sub-District: “[Project Name] in the Junction PUD District”.

² The Grand Junction Sub-District Addendum (page 64) recommends the GB: General Business District as the appropriate underlying zoning district for PUD District ordinances in the Junction Sub-District.

In 2015, the Grand Junction Addendum: Sub-Districts of the Grand Junction was adopted, and then amended in May, 2016, to include the Junction Sub-District (the “[Sub-District Addendum](#)”). The subject property is located within the Junction Sub-District. The Sub-District Addendum further identifies this property as being located within the “Park Street Corridor” sub-area. The Sub-District Addendum provides a detailed vision for the Junction Sub-Districts, as established by the Implementation Plan, and the various sub-areas established by the Sub-District Addendum.



The vision for the Junction Sub-District is to accommodate future mixed-use development and redevelopment with the core of downtown by balancing the historic charm and character with contemporary, place for visitors and residents to connect, shop, eat, live, work and be entertained. The Junction Sub-District is intended to serve as a focal point for the community, and is where a complete range of goods, services and entertainment are located.

The desired character for the “**Park Street Corridor**” sub-area is characterized as follows (pg. 19 of the Sub-District Addendum):

Due to its separation from Main Street (SR32), this corridor is anticipated to have less vehicular traffic than Jersey Street to the north, which lends itself to a more pedestrian-oriented design and streetscape that embraces the Midland Trace Trail and related land uses.

The overarching vision for this sub-area is a village character that includes the adaptive reuse of existing structures (see Figure 2.3: Existing Adaptively Reused Buildings) while encouraging new construction on individual lots that is contextually appropriate.

Appropriate land uses primarily include restaurants, specialty shops, and uses that otherwise complement the Midland Trace Trail. Sites should be designed to provide opportunities for outdoor experiences that connect with the public realm of the Park Street streetscape and/or that embrace and are aesthetically sensitive to the Midland Trace Trail.

The village character includes smaller lots, minimal building setbacks, one or two story eclectic buildings, and front porches and entryways that are oriented towards the street. The north edge of the corridor near Jersey Street and the Main Street Corridor may provide for shared parking opportunities for uses within this sub-area.

The Sub-District Addendum further establishes recommended design requirements (e.g., parking (pg. 44) landscaping (pg. 48), lighting (pg. 55), signage (pg. 52), architecture (pg. 56, pg. 60), land uses (pg. 23) for development within the Park Street Corridor.

PROCEDURAL

Public Hearing: Changes in zoning are required to be considered at a public hearing by the Plan Commission. The public hearing for this petition was held at the August 1, 2016, Plan Commission meeting. Notice of the public hearing was provided in accordance with Indiana law and the Plan Commission's Rules of Procedure.

The petitioner hosted an open house on July 26, 2016, as required by Article 10.9(C)(1)(f) of the UDO for proposed PUD Districts. There were no attendees.

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.

RECOMMENDATIONS / ACTIONS

Plan Commission Recommendation

At its August 1, 2016, meeting, the Plan Commission forwarded a unanimous favorable recommendation of this petition to the Council (Vote: 8 in favor, 0 opposed) (see **Exhibit 5**).

City Council

Introduction: July 11, 2016

Eligible for Adoption: August 8, 2016

Submitted by: Jesse M. Pohlman, Senior Planner
Economic and Community Development Department

Location Map

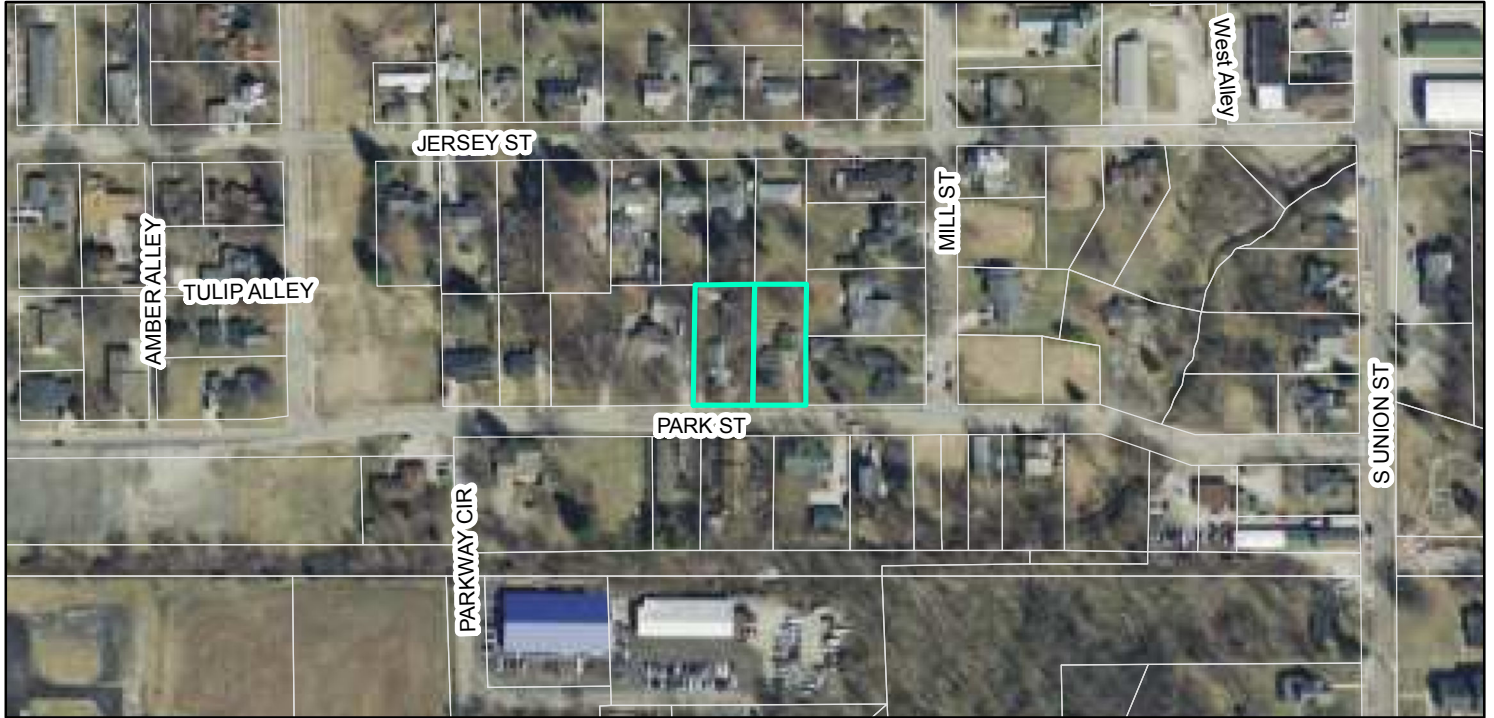
Park Street PUD District

1608-PUD-12 (Ordinance 16-25)

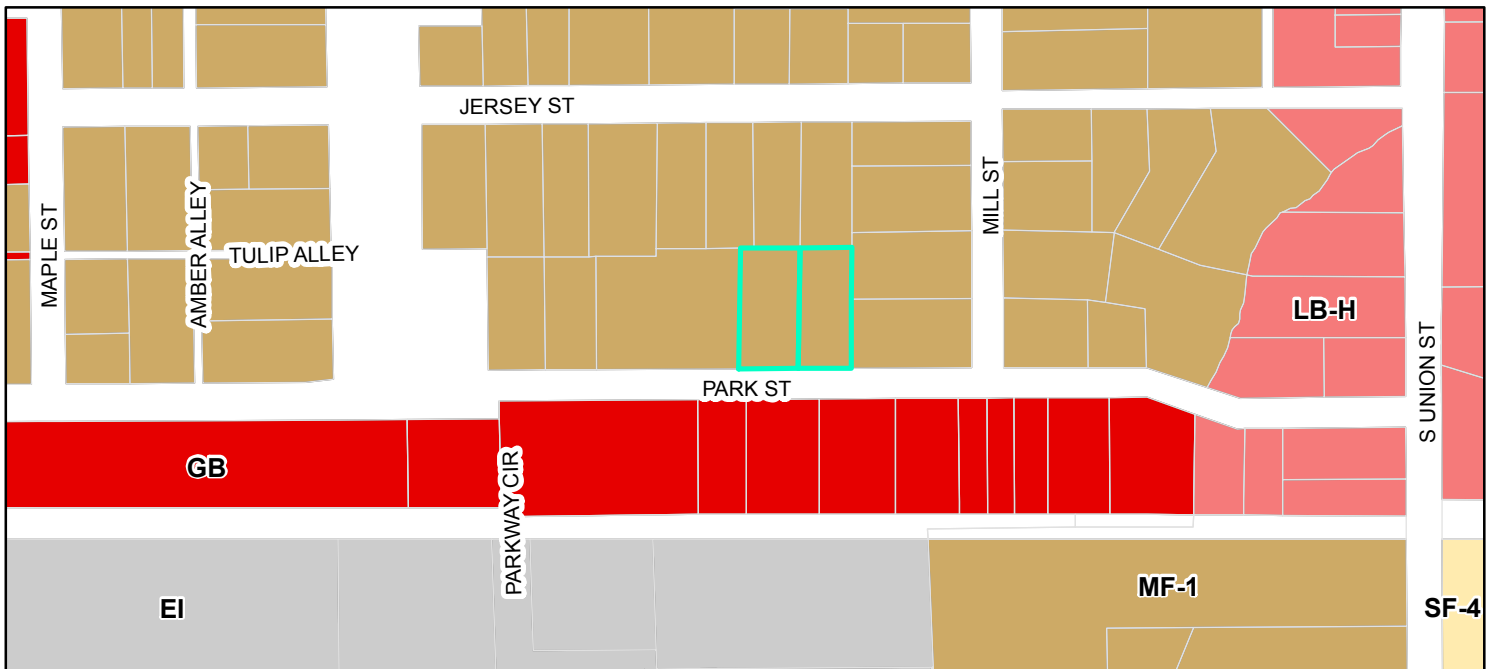


Aerial Location Map

 Site



Zoning Map



 Parcel	Zoning	 GB (General Business)	 MF-1 (Multiple Family - 1)
	 EI (Enclosed Industrial)	 LB-H (Local Business - Historical)	 SF-4 (Single Family - 4)

ORDINANCE NUMBER 16-25

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1608-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. 1608-PUD-12** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) 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 2, 2016;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as "**Park Street in the Junction**" (the “District”).
- 1.2 Development of the Real Estate shall be governed by: (i) the provisions of this Ordinance and its exhibits; and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that

conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. **District Intent.** The District is intended to support the vision of the Westfield-Washington Township Comprehensive Plan, as amended by the Grand Junction Implementation Plan 2013 (Resolution 13-112) and the Grand Junction Addendum: Sub-Districts of the Grand Junction (Resolution 15-119, as amended by Resolution 16-106) (the “Sub-District Addendum”). This Ordinance further creates the regulatory framework to encourage and permit the Real Estate to be developed and used in accordance with the vision of the Sub-District Addendum.

Section 3. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Unified Development Ordinance.

3.1 Building, Existing: A Building constructed prior to the effective date of this Ordinance, as generally depicted on the Concept Plan and Existing Character Exhibit.

3.2 Building, New: A Building constructed after the effective date of this Ordinance.

Section 4. **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.9(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan. The Real Estate shall be developed in substantial compliance with the Concept Plan.

Section 5. **District Parcels.** The Real Estate consists of two (2) parcels, as illustrated on the Concept Plan and labeled as 228 Park Street on **Exhibit B-1** (“228 Parcel”) and 226 Park Street on **Exhibit B-2** (“226 Parcel”). Development of each parcel shall be regulated as set forth in this Ordinance.

Section 6. **Underlying Zoning District.** The Underlying Zoning District shall be the GB: General Business District (the “Underlying Zoning District”).

Section 7. **Permitted Uses.** All uses permitted in the Underlying Zoning District shall be permitted on the Real Estate except as otherwise set forth below.

7.1 Prohibited Uses: A Gasoline Service Station and other automobile-dominated uses with a drive-through or pick-up window (e.g., restaurant, pharmacy, and financial institution).

Section 8. **General Regulations.** The standards of Chapter 4 Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.

8.1 Minimum Lot Frontage: No minimum.

8.2 Minimum Lot Size: No minimum.

8.3 Minimum Building Setback Lines:

A. Front Yard: Twenty (20) feet

B. Side Yard: Five (5) feet; except for Existing Buildings on 228 Parcel which may be four (4) feet as depicted on **Exhibit B-1**.

C. Rear Yard: Five (5) feet; except for Existing Buildings on 228 Parcel

which may be four (4) feet as depicted on **Exhibit B-1**.

- 8.4 Maximum Front Yard Building Setback Line for a Principal Building: Forty (40) feet
- 8.5 Minimum Principal Building Separation: Twenty (20) feet
- 8.6 Building Size: No minimum or maximum size; however, to maintain and enhance the desired character of the Park Street corridor, a single use or tenant shall not exceed five thousand (5,000) square feet per Building and there shall be a maximum of two (2) tenants per Building.

Section 9. **Development Standards.** The standards of Chapter 6 Development Standards shall apply, except as otherwise modified below.

- 9.1 Article 6.1 Accessory Use and Building Standards: Shall apply, except as otherwise modified below.
 - A. Article 6.1(D) Building Location: Accessory Buildings shall be subject to the Minimum Building Setback Lines set forth herein.
 - B. Article 6.1(H)(6) Screening of Receptacles and Loading Areas: Dumpster enclosures shall not be required to have pedestrian access openings (dumpster man-doors) and shall have a minimum setback of two (2) feet from a Lot Line.
- 9.2 Article 6.3 Architectural Standards: Shall not apply except as otherwise set forth below. The following shall apply, as incorporated from the recommendations of the Sub-District Addendum.
 - A. Franchise and Prototype Architecture: Buildings that are stylized in an attempt to use the building itself as advertising or is contractually required as a standardized or prototype building by a use as a formula from or for another location shall be prohibited, particularly where the proposed architecture is the result of corporate or franchise architecture.
 - B. Existing Buildings:
 - (1) Existing Buildings, as characterized in the Existing Character Exhibit, attached hereto as **Exhibit C**, shall not be required to comply with the Architectural Standards of this Ordinance, unless otherwise provided herein.
 - (2) Renovations and new improvements to Existing Buildings shall be required to comply with the Architectural Standards set forth herein, as architecturally appropriate. Renovations and new improvements shall be done in a way that enhances the Existing Building and furthers the objectives of the Sub-District Addendum.
 - C. Architectural Theme: A New Building or renovation/addition of an Existing Building shall enhance and be compatible with surrounding buildings. Sensitivity shall be given to the character of the building in

relation to the Park Street corridor and adjacent buildings.

- D. Roofs: Article 6.3(F)(7) Roof Design shall apply; however, flat roofs shall be prohibited. Exceptions for Accessory Buildings or ancillary roofs may be permitted, as architecturally appropriate.
- E. Street Level Architecture: The street level of a Principal Building shall be designed with architecture that engages the street/sidewalk in a contextually appropriate manner, and integrates the building and landscape architecture.
- F. Pedestrian Scale: Pedestrian scale detailing shall be incorporated on the Front Building Façade. Particularly, the street level of the Front Building Façade shall incorporate a higher level of visual interest and richer architectural detailing. Overall façade composition shall break the building down into smaller distinct portions to provide a small-scale impression.
- G. Building Materials for Existing Buildings: Existing buildings on the Real Estate and in the Park Street corridor include a variety of shake shingles, clapboard siding, brick and stone. Expansions or renovations of existing buildings on the Real Estate shall utilize existing building materials that complement an Existing Building.
- H. Building Materials for New Buildings: The following shall apply to new buildings on the Real Estate.
 - (1) Permitted Materials: New buildings shall be faced with authentic natural materials such as wood, brick, and stone. Highly reflective materials, exterior insulation finishing systems (EIFS), vinyl siding, and concrete block shall be prohibited.
 - (2) Alternate Materials: The limited use of alternate materials (e.g., synthetic materials, fiber cement siding, vinyl siding, or other modern materials) as a secondary exterior building material may be appropriate on a case by case basis if used in the same way as traditional materials, and is consistent with an intended historical architectural style (e.g., shape, size, profile, texture matching the historical practice when these elements were used).
 - (3) Durability: Building materials shall be selected for long-term durability and minimal maintenance requirements, particularly at pedestrian levels. Less durable materials (e.g., stucco, fiber cement siding) shall only be used above the first story.
 - (4) Foundations: Exposed foundations shall be covered with masonry materials (e.g., limestone, granite, fieldstone) or architectural concrete that matches a color and texture that is historically consistent with the building's architectural style.
- I. Material Variation: The building material selection for all Building Facades shall be supplemented with multiple colors and multiple textures (e.g., rough, smooth, striated, etc.).
- J. Material Transitions: If material changes are proposed, then they shall

generally occur at corners, changes of exterior planes, or be delineated by a specific horizontal transitional detail such as pronounced belt course or substantial reveal. The heavier material shall always be placed beneath the lighter material.

- K. Trim Details: Trim details such as corner beads, window and door trim, soffits and eaves, and accent surfaces shall be wood, or at a minimum, imitate traditional wood, as architecturally appropriate.
- L. Building Orientation: All Principal Buildings shall face Park Street, with a primary entrance readily apparent as a prominent architectural feature visible from Park Street.
- M. Building Entrances: Entrances shall include a functional overhead weather protection such as porches, awnings or building recesses. Awnings shall comply with Article 6.3(F)(10) Awnings and shall not be internally illuminated.
- N. Windows:
 - (1) All window designs shall be compatible with the style, materials, color, details and proportion of the existing or proposed building and desired pedestrian scale.
 - (2) The number of window panes, the number of window openings, window trim and other architectural design elements designed to accent the windows shall be consistent with and complementary to the architectural style of the building.
 - (3) When a window design has been selected for a building, then the same design shall be used on all Building Facades. Use of other window designs as accents may be appropriate if consistent with the architectural style of the building.
 - (4) Window trim and other architectural design elements designed to accent the windows shall be on all new windows (e.g., shutters, keystones, masonry arches, awnings, decorative stone frames, masonry row-lock frames, or other such trim). Exceptions for existing buildings may be appropriate.
 - (5) When shutters are used, they do not necessarily need to be used on all elevations. When used, shutters shall be solid-paneled or louvered and they shall be sized and mounted in a way that gives the appearance of operability and full coverage of the window.
 - (6) Window frames shall be of wood and may have either vinyl or aluminum cladding on the exterior.
- O. Gutters and Downspouts: Shall be visually integrated with the architectural style of the structure. The color of gutters and downspouts shall be selected

to complement or to be consistent with the building materials.

P. Mechanical Screening: Article 6.3(F)(1) Mechanical Screening shall apply.

Q. Accessory Buildings: Article 6.3(F)(12) Accessory Buildings shall apply.

9.3 Article 6.5 Fence Standards: Shall apply. In addition, the following shall apply.

A. The design of fencing, sound walls, enclosures and similar site elements should replicate the architecture of the Principal Building in construction material and detailing.

B. Low, wrought iron fences and stone or brick walls no taller than thirty (30) inches shall be permitted in the Established Front Yard to further define the streetscape.

C. Wrought iron, wood fences, or other approved fence, or brick or stone walls up to six (6) feet tall shall only be permitted in Side and Rear Yards.

D. Chain link fencing shall be prohibited.

9.4 Article 6.8 Landscaping Standards: The Minimum Lot Landscaping Requirements (Article 6.8(K)), Foundation Plantings (Article 6.8(L)), External Street Frontage Landscaping Requirements (Article 6.8(M)), Buffer Yard Requirements (Article 6.8(N)), and Parking Area Landscaping (Article 6.8(O)) shall not apply; rather, the following shall apply.

A. 228 Parcel: Landscaping shall be required and installed in substantial compliance with the Landscape Plan, attached hereto as **Exhibit D**.

B. 226 Parcel: Landscaping shall be required and applied in a similar manner to the landscaping required for 228 Parcel.

C. Landscape Plan Modifications: The Landscape Plan implements the recommendations of the Sub-District Addendum; however, it is contemplated that alternatives that accomplish the design intent of the Sub-District Addendum and intended character of the Park Street corridor may be appropriate. As a result, modifications to the Landscape Plan may be approved by the Department if the modifications further the following objectives:

(1) The primary focus for landscaping is within the area immediately abutting the street, where the highest pedestrian activity will occur. This area shall be landscaped with vegetation and/or hardscaped.

(2) If hardscaping is proposed, then window or ground planters shall be considered to enhance the Building Facade and soften the streetscape.

(3) The density of trees and flowers or shrubs will depend on the setback of the building from the street. Spaces abutting the right-of-way shall be enhanced with natural vegetation to the reasonable extent possible to ensure best practices for the plantings health, while also maximizing the “curb appeal” and streetscape character. The

building placement will dictate whether a lawn or hardscape is more appropriate.

- (4) Outdoor dining areas abutting non-restaurant uses shall incorporate barriers or screening to minimize the impact on adjoining properties.

9.5 Article 6.9 Lighting Standards: Shall apply, except as otherwise modified below.

- A. Lighting shall be designed so that light is not directed off the Real Estate and the light source is shielded from direct offsite viewing.
- B. Exterior lighting may overflow to adjacent properties and rights-of-way; however, for any use abutting Single-family District, illumination levels should not exceed 0.5 foot candles at the Lot Line. The minimum amount of light possible for lighting sidewalks shall be used to not wash out Building Facades but still maintain a safe environment.
- C. Exterior lighting shall be decorative (e.g., gooseneck) and fixtures shall be architecturally integrated with the building style, material and color. Fixtures shall not obscure any building ornamentation. Rooftop lighting is prohibited.
- D. All exterior architectural, display, decorative and sign lighting shall be generated from concealed, low level fixtures.

9.6 Article 6.14 Parking and Loading Standards: Shall apply, except as otherwise modified below.

- A. Article 6.14(G)(11) Off-street Parking; Required Spaces: No off-street Parking Spaces shall be required for the Real Estate.

9.7 Article 6.17 Sign Standards: Shall apply; however, permanent signs shall be regulated as follows.

A. General Sign Standards:

- (1) Design: Signs shall be primarily oriented and scaled to the pedestrian, as regulated herein. Sign colors and materials shall be restrained and harmonious with the building architecture. Signs shall be compatible with adjacent signs and shall not compete for attention, such as use of excessively bright colors or disproportionally sized letters. Signs shall be durable, well-designed and act as unique expressions of the business, as illustrated in the Illustrative Sign Exhibit, attached hereto as **Exhibit E**.
- (2) Electronic Signs: Electronic signs shall be prohibited.
- (3) Setbacks: All Signs shall conform to the Minimum Building Setback Lines set forth herein; however, the minimum Front Yard setback requirement shall be five (5) feet from the Front Lot Line or Right-of-way line, which is greater.
- (4) Lighting: Internally illuminated signs shall not be permitted. Externally lit with decorative (e.g., gooseneck) light fixtures shall

be permitted.

- B. Permitted Sign Area: The total Sign Area Allocation permitted shall be one (1) square foot of Sign Area for each one (1) lineal foot of Lot Frontage. The total permitted Sign Area Allocation may be divided between Monument, Wall, Awning, and Projecting Signs. Both sides of a Monument Sign and Projecting Sign shall count against the total Sign Area Allocation.
- C. Monument Signs: One (1) Monument Sign shall be permitted for each Principal Building in accordance with the following:
 - (1) Design: The design shall be unique to the business and match the style and materials of the corresponding building, as illustrated in the Illustrative Sign Exhibit, attached hereto as **Exhibit E**. Monument Signs shall primarily consist of wood and may include support structures as depicted in the Illustrate Sign Exhibit.
 - (2) Maximum Sign Area: Ten (10) square feet.
 - (3) Maximum Sign Height: Six (6) feet.
 - (4) Landscaping: Landscaping shall be integrated with the sign to soften its appearance and not create a site or visual obstruction.
- D. Wall Signs: Wall Signs shall be permitted in accordance with the following:
 - (1) Design: Projecting raceways or pins that cause a Wall Sign to protrude from the wall shall be prohibited. Channel letters may be flush-mounted to the building.
 - (2) Maximum Sign Height: Twenty-four (24) inches.
- E. Projecting Signs: Projecting Signs shall be permitted in accordance with the following:
 - (1) Maximum Sign Area: Sixteen (16) square feet.
 - (2) Location: Projecting signs shall be positioned along the first floor level of the Building Facade.

Section 10. Infrastructure Standards. The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see Chapter 7 Subdivision Regulations), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the unique design intent of the District.

Section 11. Design Standards. The standards of Chapter 8 Design Standards shall apply to the development of the District, except as otherwise modified below.

Section 12. Development Plan Review. Article 10.7 Development Plan Review shall apply; however, the review and approval process of the District's Detailed Development Plan(s) shall be delegated to the Department. The Department shall determine whether a Detailed Development Plan complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.

ALL OF WHICH IS ORDAINED/RESOLVED THIS 8TH DAY OF AUGUST, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 16-25** was delivered to the Mayor of Westfield

on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-25**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-25**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

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

This document prepared by:
Jesse M. Pohlman | Senior Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074 | (317) 804-3170

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Existing Character Exhibit
Exhibit D	Landscape Plan
Exhibit E	Illustrative Sign Exhibit

EXHIBIT A
REAL ESTATE

226 Park Street (Parcel No: 09-09-01-02-06-014.000)

Beginning at the Southwest Corner of Lot 8 in Roberts Addition to the Town Westfield, Indiana, thence West 4 and 7/100 rods, thence North 9 and 62/100 rods, thence East 4 and 24/100 rods, thence South 9 and 62/100 rods to the place of Beginning, containing $\frac{1}{4}$ acre more or less, in Hamilton County, Indiana.

228 Park Street (Parcel No: 09-09-01-02-06-015.000)

Beginning 722 feet South of the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and 5 and 31/100 (5.31) rods West of the Southwest Corner of Lot 8 in the Roberts Addition to the Town of Westfield, Indiana, and run North 9 and 62/100 (9.62) rods; thence West 5 and 30/100 (5.30) rods; thence South 9 and 62/100 (9.62) rods; thence East 5 and 30/100 (5.30) rods to the place of Beginning.

DATA:

227 JERSEY - GRAG & CORTNEY HALL

EXHIBIT B-1

228 PARCEL CONCEPT PLAN

DEEDED OWNER:

Grand Junction Properties LLC

HAMILTON COUNTY PARCEL NOS

09.09.01-02.06-015.000

STATE PARCEL No. 888

29.09.01-206-015.000-015

PROPERTY CLASS:

510

PROPERTY USE - CURRENTLY:

One Family Dwelling Platted

TAX DISTRICT:

Vestfield

TIF DISTRICT:

Grand Junction - Vestfield

TIF CODE:

90906

DEEDED ACRES:

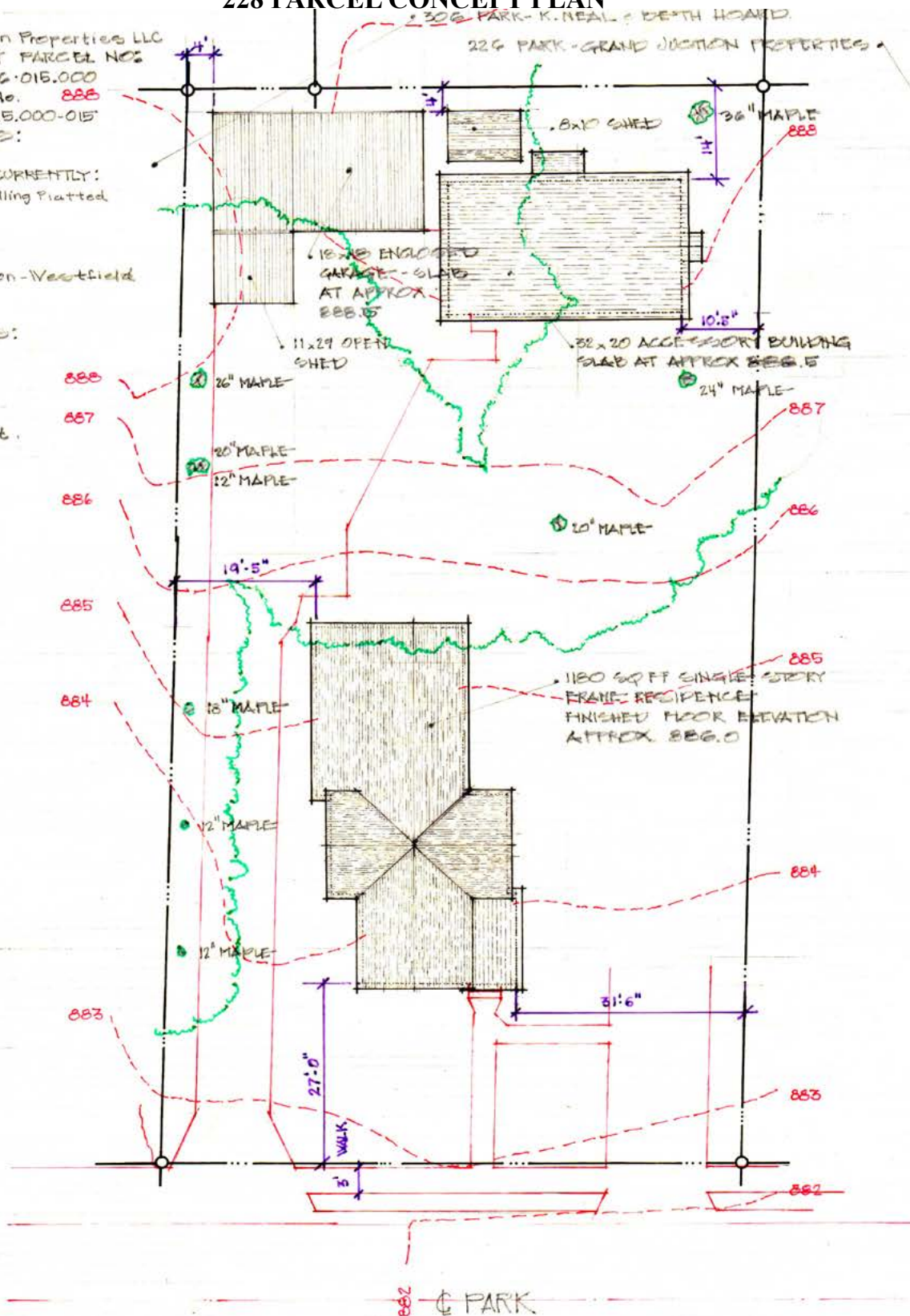
0.27

PERIMETER:

470 Feet

AREA

12,832 Sq Feet.



228 G PARK



AS IS SITE PLAN 228 PARK STREET

1/16" = 1'-0"

DRAFT

06 : 22 '16

INITIAL REVIEW

06 : 27 '16

INITIAL SUBMISSION

07 : 01 '16

2

OF 4

PREPARED FOR:

GRAND JUNCTION PROPERTIES LLC

16405 VESTFIELD BOULEVARD | VESTFIELD, INDIANA 46084
TO FACILITATE ZONING CHANGE REQUEST.

DATA:

PROPERTY ADDRESS:

.211 JERRY - BILL & SYLVIA KIRKMAN

.203 JERRY - GRAND JUNCTION PROPERTIES

EXHIBIT B-2

226 PARCEL CONCEPT PLAN

DEEDED OWNER:

Grand Junction Properties LLC
HAMILTON COUNTY PARCEL No.

09.09.01.02.06.014.000

STATE PARCEL No.

29.09.01.206.014.000.015

PROPERTY CLASS:

510

PROPERTY USE:

One Family Dwelling Platted

TAX DISTRICT:

Westfield

TIF DISTRICT:

Grand Junction - Westfield

TIF CODE:

90902

DEEDED ACRES:

.25

PERIMETER:

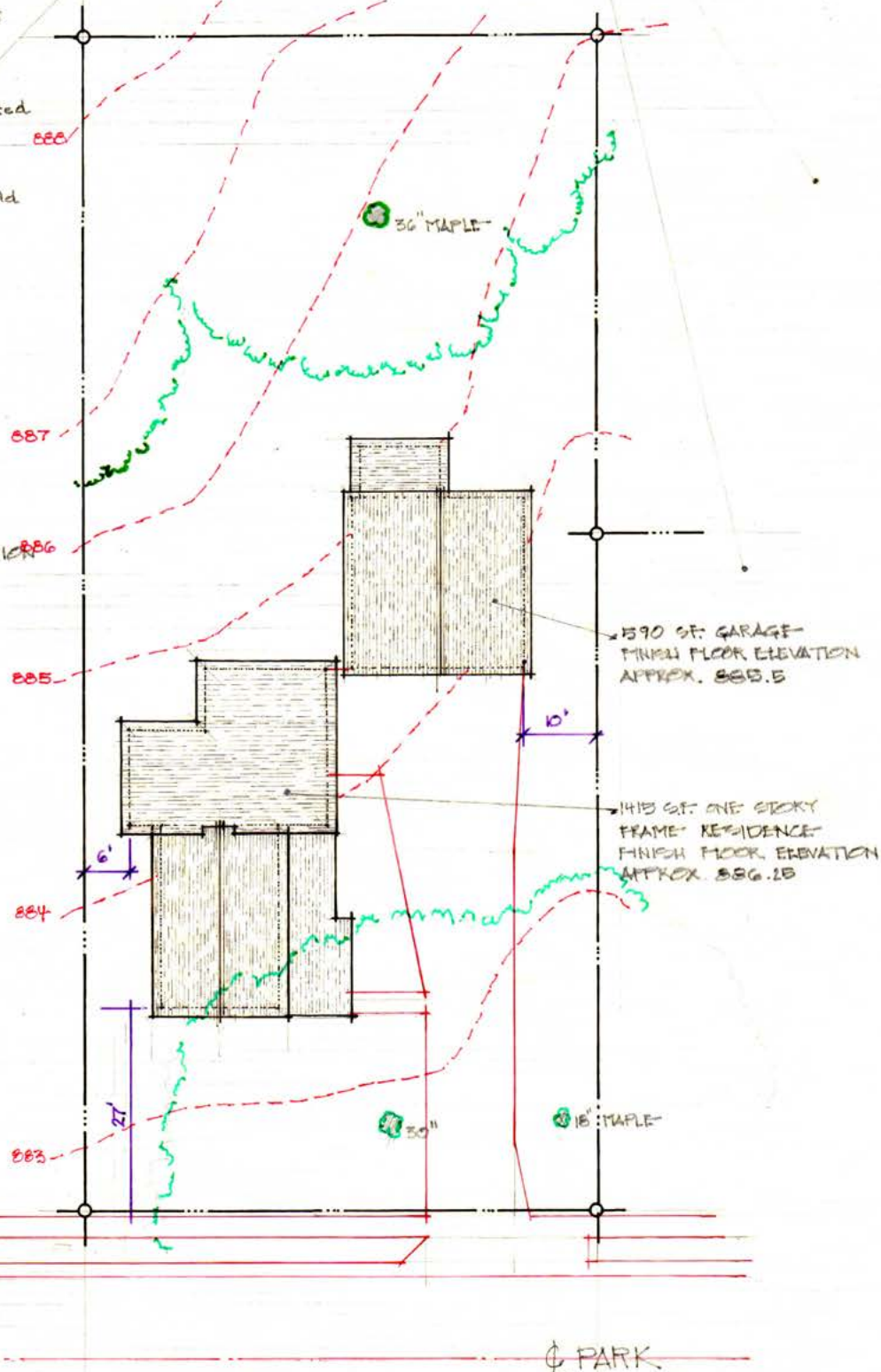
451'

AREA

10,698 SQ. FT.

INDEX OF SHEETS

- 1 AS EXISTS: 226 PARK
- 2 AS EXISTS: 228 PARK
- 3 PROPOSED: 226 PARK
- 4 PROPOSED SOUTH ELEVATION AND EXAMPLES.



AS IS SITE PLAN 226 PARK STREET

1/16" = 1'-0"

DRAFT

06:23'16

INITIAL REVIEW

06:27'16

INITIAL SUBMISSION

07:01'16

1

1

OF 4

PREPARED FOR:

GRAND JUNCTION PROPERTIES LLC

16405 WESTFIELD BOULEVARD / WESTFIELD, INDIANA 46074

TO FACILITATE ZONING CHANGE REQUEST

EXHIBIT C
EXISTING CHARACTER EXHIBIT



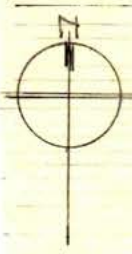
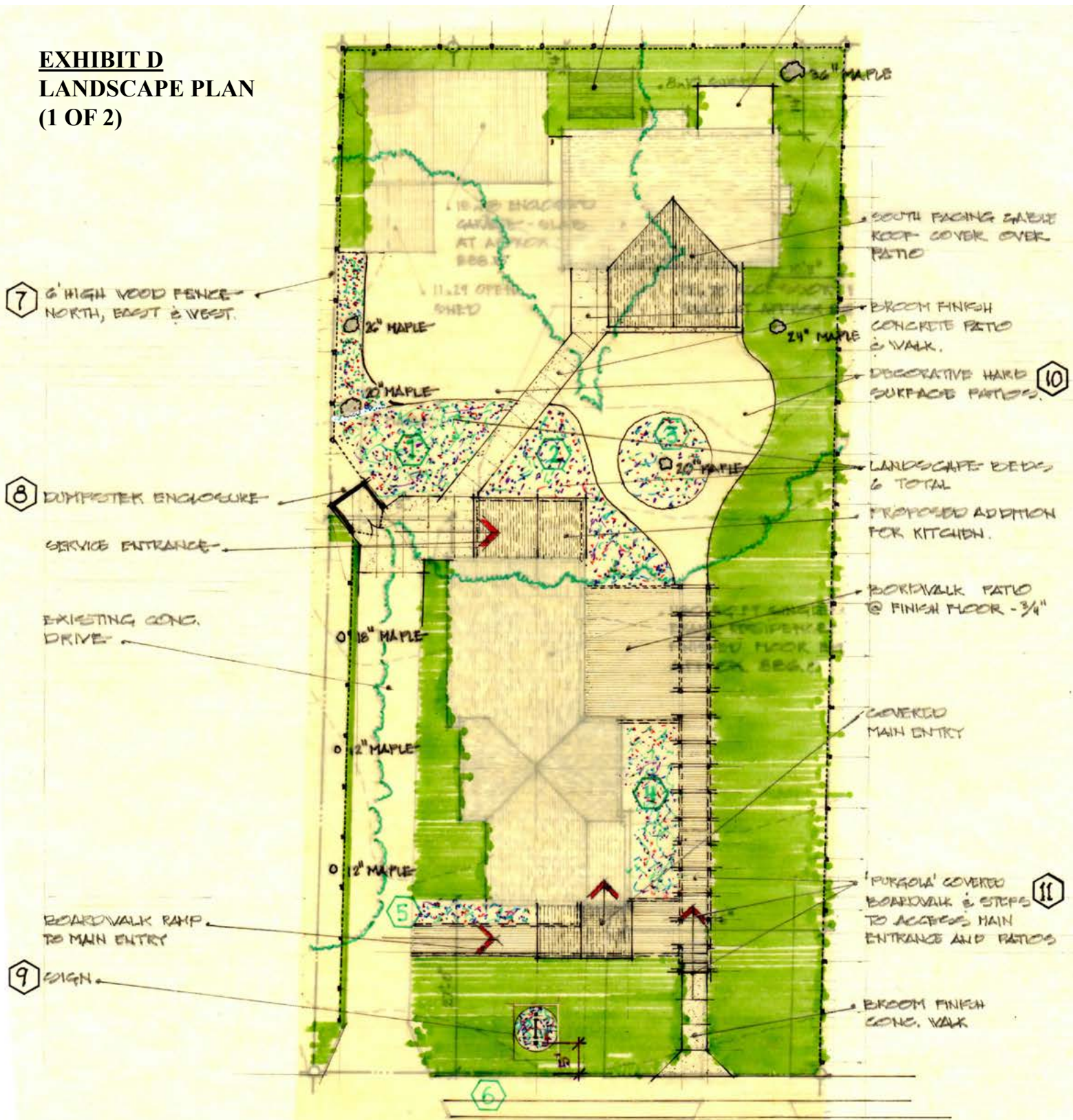
228 PARCEL



226 PARCEL



EXHIBIT D
LANDSCAPE PLAN
(1 OF 2)



PROPOSED SITE PLAN 228 PARK STREET

1/16" = 1'-0"

INITIAL REVIEW 06:27 '16
 INITIAL SUBMISSION 07:01 '16

3
 OF 4

PREPARED FOR:
 GRAND JUNCTION PROPERTIES LLC
 16408 WESTFIELD BOULEVARD | WESTFIELD, INDIANA 46074

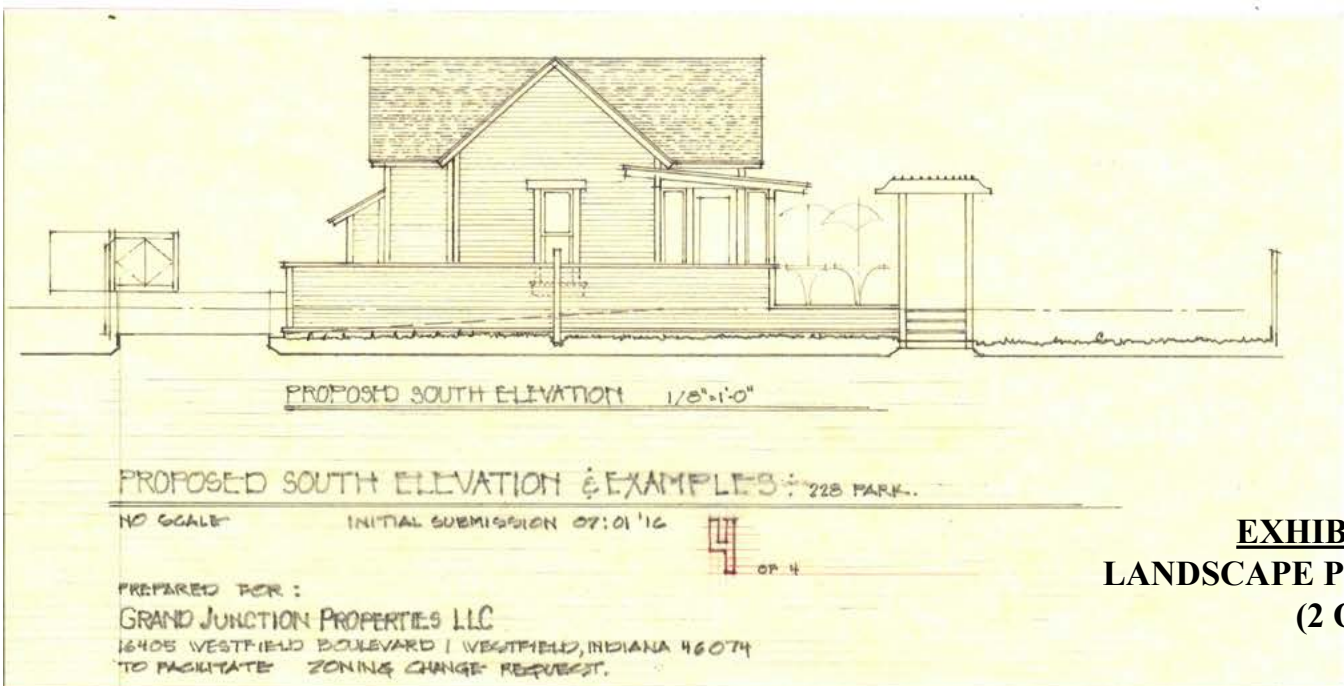


EXHIBIT E
ILLUSTRATIVE SIGN EXHIBIT



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

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Tuesday, August 1, 2016, to consider the Park Street in the Junction Planned Unit Development (PUD) District, an amendment to the Westfield-Washington Township Unified Development Ordinance and Zoning Map. 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.	1608-PUD-12
Ordinance No.	16-25
Petitioner	Grand Junction Properties, LLC by Robert Beauchamp
Description	The petitioner requests a change of zoning of 0.5 acres +/- from the MF1: Multi-Family Low Density District to the Park Street in the Junction Planned Unit Development (PUD) District.

On August 1, 2016, a motion was made and passed to send a unanimous favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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


Matthew S. Skelton, Secretary

August 2, 2016
Date

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

August 08, 2016

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 24 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 8 day of August, 2016

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

Report Date Range: 07/20/16..08/02/16

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WESTFIELD\kgagnon

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Administration									
VEN000678	Faegre Baker Daniels	APP035757	7/20/2016	101001330	ADM-ATTORNEY/CONSULT	Sale of Water Utility	666.75	60183	7/25/2016
VEN002017	Unifirst Corporation	APP035758	7/20/2016	101001343	ADM-BUILDING	Mats	333.00	60241	7/25/2016
VEN000931	Ice Miller LLP	APP035759	7/20/2016	101001331	ADM-CONSULTING	Services for August	5,005.00	60193	7/25/2016
VEN005242	Jonathan Byrds Event	APP035761	7/20/2016	101001347	ADM-PROMOTIONS	Mayors Ball	1,650.00	60160	7/20/2016
VEN000513	DavisVision	APP035764	7/20/2016	101001119	ADM-HEALTH AND DENTAL	Vision Ins Prem	24.28	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101001119	ADM-HEALTH AND DENTAL	Med Ins Prem	1,868.80	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101001111	ADM-SALARY	sal	8,078.00	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101001120	ADM-FICA AND MEDICARE	fica	480.15	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101001120	ADM-FICA AND MEDICARE	med	112.30	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101001121	ADM-PERF	perf	909.05	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101001119	ADM-HEALTH AND DENTAL	Life Ins Prem	6.50	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101001119	ADM-HEALTH AND DENTAL	Dental Ins Prem	146.37	60257	8/1/2016
VEN001953	Thomson West	APP036133	8/2/2016	101001331	ADM-CONSULTING	West Information Charges	168.72		
VEN002017	Unifirst Corporation	APP036134	8/2/2016	101001343	ADM-BUILDING	Mats	163.00		
VEN000873	Heartland Growers	APP036135	8/2/2016	101001347	ADM-PROMOTIONS	Hadley Park Master Gardener	230.00		
VEN000678	Faegre Baker Daniels	APP036136	8/2/2016	101001330	ADM-ATTORNEY/CONSULT	Sale of Water Utility	8,270.85		
VEN000678	Faegre Baker Daniels	APP036137	8/2/2016	101001330	ADM-ATTORNEY/CONSULT	Sale of Water Utility	892.65		
VEN000263	Bose Public Affairs Group LLC	APP036139	8/2/2016	101001331	ADM-CONSULTING	Admin Consulting	3,500.00		
VEN000695	Financial Solutions Group	APP036140	8/2/2016	101001331	ADM-CONSULTING	Sustainability Analysis	10,025.00		
VEN002017	Unifirst Corporation	APP036141	8/2/2016	101001343	ADM-BUILDING	Mats	333.00		
VEN001062	Jack Laurie Floors LLC	APP036142	8/2/2016	101001343	ADM-BUILDING	Office cleaning at City Hall	500.00		
VEN001062	Jack Laurie Floors LLC	APP036142	8/2/2016	101001343	ADM-BUILDING	Office cleaning at CSC	2,850.00		
VEN000595	DWNA	APP036143	8/2/2016	101001347	ADM-PROMOTIONS	Services for April through Jun	10,855.89		
VEN000163	Aul Retirement	APP036156	8/2/2016	101001119	ADM-HEALTH AND DENTAL	6 month match	2,627.03		
Subtotal for Administration							59,696.34		

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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									
VEN000513	DavisVision	APP035764	7/20/2016	101002119	POLICE-HEALTH AND DENT	Vision Ins Prem	459.24	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101002119	POLICE-HEALTH AND DENT	Med Ins Prem	33,096.65	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101002111	POLICE-SALARY	sal	137,645.32	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101002120	POLICE-FICA AND MEDICAR	fica	8,231.26	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101002120	POLICE-FICA AND MEDICAR	med	1,925.08	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101002121	POLICE-PERF	perf	21,731.24	500000075	7/27/2016
VEN001814	Spectrum Janitorial	APP035911	7/28/2016	101002224	POLICE-OPERATING SUPPLI	Touchless Paper Rolls for Re	142.78		
VEN000747	Galls	APP035912	7/28/2016	101002229	POLICE-UNIFORMS	TRU Spec Pants	99.22		
VEN000747	Galls	APP035912	7/28/2016	101002229	POLICE-UNIFORMS	Browne Belt, Stinger LED Op	112.99		
VEN000267	Boyce Forms/systems	APP035913	7/28/2016	101002337	POLICE-PRINTING	Print Warning Tickets	80.47		
VEN001942	The Uniform House, Inc	APP035914	7/28/2016	101002229	POLICE-UNIFORMS	Uniform Shirts - Siara	103.40		
VEN001942	The Uniform House, Inc	APP035914	7/28/2016	101002229	POLICE-UNIFORMS	Taclite Pro Pant - Griffin	49.99		
VEN000314	C.A.R. Clinic	APP035916	7/28/2016	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	1,937.83		
VEN001154	Kahlo Jeep	APP035917	7/28/2016	101002360	POLICE-VEHICLE REPAIR	Repair Door veh# 2044	405.53		
VEN002017	Unifirst Corporation	APP035918	7/28/2016	101002343	POLICE-BUILDING MAINTEN	Mat Rental	55.50		
VEN001815	Speedway Superamerica	APP035920	7/28/2016	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle Gas	7.01		
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101002119	POLICE-HEALTH AND DENT	Life Ins Prem	162.50	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101002119	POLICE-HEALTH AND DENT	Dental Ins Prem	2,510.40	60257	8/1/2016
VEN001459	North Central Co-Op	APP036130	8/2/2016	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	7,569.31		
VEN001062	Jack Laurie Floors LLC	APP036142	8/2/2016	101002343	POLICE-BUILDING MAINTEN	Office cleaning at PSB	750.00		
VEN000849	Hamilton County Treasurer	APP036144	8/2/2016	101002336	POLICE-DISPATCH SERVICE	E911 3rd quart	149,191.12		
VEN000644	Enviro-max Inc	APP036145	8/2/2016	101002343	POLICE-BUILDING MAINTEN	Police portion of Maint. on Air	1,277.50		
VEN000163	Aul Retirement	APP036156	8/2/2016	101002119	POLICE-HEALTH AND DENT	6 month match	78.73		
Subtotal for Police							367,623.07		

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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									
VEN000949	IN.GOV	APP035756	7/20/2016	101003349	ECD-SERVICES	New employee background ck	15.00	60194	7/25/2016
VEN000513	DavisVision	APP035764	7/20/2016	101003119	ECD-HEALTH AND DENTAL	Vision Ins Prem	119.82	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101003119	ECD-HEALTH AND DENTAL	Med Ins Prem	7,197.98	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101003111	ECD-SALARY	sal	23,884.27	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003111	ECD-SALARY	sal	4,038.40	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003120	ECD-FICA AND MEDICARE	fica	1,413.19	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003120	ECD-FICA AND MEDICARE	fica	237.42	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003120	ECD-FICA AND MEDICARE	med	330.49	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003120	ECD-FICA AND MEDICARE	med	55.52	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003121	ECD-PERF	perf	3,308.06	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101003121	ECD-PERF	perf	573.45	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101003119	ECD-HEALTH AND DENTAL	Life Ins Prem	39.00	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101003119	ECD-HEALTH AND DENTAL	Dental Ins Prem	441.35	60257	8/1/2016
VEN000832	Hamilton Co Leadership Academy	APP036026	8/2/2016	101003334	ECD-TRAVEL/TRAINING/SE	HCLA class 2016 2017	1,600.00		
VEN001459	North Central Co-Op	APP036130	8/2/2016	101003226	ECD-VEHICLE GAS/SUPPLIE	Unleaded fuel	226.31		
VEN000163	Aul Retirement	APP036156	8/2/2016	101003119	ECD-HEALTH AND DENTAL	6 month match	7,153.25		
Subtotal for Economic and Community Development							50,633.51		

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									
Parks									
VEN000513	DavisVision	APP035764	7/20/2016	101005119	PARKS-HEALTH AND DENT	Vision Ins Prem	22.70	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101005119	PARKS-HEALTH AND DENT	Med Ins Prem	1,498.13	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101005111	PARKS-SALARY	sal	7,635.95	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101005120	PARKS-FICA AND MEDICAR	fica	464.07	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101005120	PARKS-FICA AND MEDICAR	med	108.52	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101005121	PARKS-PERF	perf	1,084.30	500000075	7/27/2016
VEN001537	Payroll	APP035891	7/26/2016	101005120	PARKS-FICA AND MEDICAR	7/28 payroll Parks	0.01	500000076	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101005119	PARKS-HEALTH AND DENT	Life Ins Prem	13.00	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101005119	PARKS-HEALTH AND DENT	Dental Ins Prem	100.48	60257	8/1/2016
VEN001912	The Brickman Group	APP036120	8/2/2016	101005349	PARKS-SERVICES	Irrigation repairs	1,655.00		
VEN000794	Indy Portables	APP036121	8/2/2016	101005347	PARKS-PROMOTION	WR4	5,661.00		
VEN001523	Party Time Rental	APP036122	8/2/2016	101005347	PARKS-PROMOTION	WR4	8,217.00		
VEN000480	CSI Signs	APP036123	8/2/2016	101005347	PARKS-PROMOTION	WR4 Banners	1,899.51		
VEN000480	CSI Signs	APP036123	8/2/2016	101005347	PARKS-PROMOTION	WIB	60.41		
VEN000480	CSI Signs	APP036123	8/2/2016	101005347	PARKS-PROMOTION	WR4 Stickers	250.00		
VEN000794	Indy Portables	APP036124	8/2/2016	101005476	PARKS-EQUIP LEASES	July service for Deerwalk 166t	270.00		
VEN002016	UN Communications	APP036125	8/2/2016	101005347	PARKS-PROMOTION	WR4 poster	235.42		
VEN001336	Melrose Pyrotechnics	APP036126	8/2/2016	101005347	PARKS-PROMOTION	Fireworks display	25,000.00		
VEN001912	The Brickman Group	APP036128	8/2/2016	101005349	PARKS-SERVICES	Mosquito Fish Install	1,277.00		
VEN002016	UN Communications	APP036129	8/2/2016	101005337	PARKS-PRINTING	Sign WR4	90.00		
VEN001459	North Central Co-Op	APP036130	8/2/2016	101005226	PARKS-VEHICLE GAS	Unleaded fuel	50.48		
VEN000163	Aul Retirement	APP036156	8/2/2016	101005119	PARKS-HEALTH AND DENT	6 month match	587.37		
Subtotal for Parks							56,180.35		

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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									
Informatics									
VEN000513	DavisVision	APP035764	7/20/2016	101007119	IT-HEALTH AND DENTAL	Vision Ins Prem	53.84	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101007119	IT-HEALTH AND DENTAL	Med Ins Prem	4,771.28	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101007111	IT-SALARY	sal	13,378.66	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101007120	IT-FICA AND MEDICARE	fica	785.91	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101007120	IT-FICA AND MEDICARE	med	183.81	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101007121	IT-PERF	perf	1,899.76	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101007119	IT-HEALTH AND DENTAL	Life Ins Prem	16.25	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101007119	IT-HEALTH AND DENTAL	Dental Ins Prem	407.93	60257	8/1/2016
VEN003729	Metronet	APP035999	8/2/2016	101007335	IT-TELEPHONE	Land lines and long distance	2,162.53		
VEN005134	Lifeline Data Centers	APP036004	8/2/2016	101007349	IT-SERVICES	Services	1,065.70		
VEN004591	Virtusa Corporation	APP036010	8/2/2016	101007331	IT-CONSULTING	Jun services	1,275.00		
VEN004591	Virtusa Corporation	APP036010	8/2/2016	101007331	IT-CONSULTING	Jun services	471.00		
VEN002012	U.S. Bank Equipment Finance	APP036015	8/2/2016	101007337	IT-PRINTING	Training Facility Equip	87.72		
VEN003385	Pinnacle Partners	APP036016	8/2/2016	101007111	IT-SALARY	Temp employee for wk ending	1,120.00		
VEN000348	CDW Government Inc	APP036021	8/2/2016	101007389	IT-SOFTWARE LICENSING	Software	3,798.86		
VEN004591	Virtusa Corporation	APP036022	8/2/2016	101007331	IT-CONSULTING	Aug Service	5,600.00		
VEN002012	U.S. Bank Equipment Finance	APP036023	8/2/2016	101007337	IT-PRINTING	Copy machine rentals	1,328.90		
VEN002070	Wagner Equipment Co	APP036031	8/2/2016	101007451	IT-COMPUTER/EQUIP	Datacenter UPS Battery Repl	5,900.00		
VEN002070	Wagner Equipment Co	APP036031	8/2/2016	101007451	IT-COMPUTER/EQUIP	Freight	85.00		
VEN001459	North Central Co-Op	APP036130	8/2/2016	101007226	IT-VEHICLE GAS	Unleaded fuel	113.16		
VEN000163	Aul Retirement	APP036156	8/2/2016	101007119	IT-HEALTH AND DENTAL	6 month match	3,535.60		
Subtotal for Informatics							48,040.91		

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Fund No. Fund Name									
101	General								
Clerk Treasurer									
VEN000513	DavisVision	APP035764	7/20/2016	101008119	CT-HEALTH AND DENTAL	Vision Ins Prem	65.98	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101008119	CT-HEALTH AND DENTAL	Med Ins Prem	2,910.67	60159	7/20/2016
VEN004297	ADP-Payroll	APP035790	7/21/2016	101008331	CT-CONSULTING	WFN Solutions	1,456.35	500000073	7/21/2016
VEN004883	Ronda Conrad	APP035826	7/26/2016	101008334	CT-TRAVEL/TRAINING/SEMI	Internal Control seminar	80.00	60252	7/26/2016
VEN001940	The Times	APP035828	7/26/2016	101008338	CT-LEGAL NOTICES	CCD notice	17.84		
VEN001537	Payroll	APP035836	7/26/2016	101008111	CT-SALARY	sal	14,841.94	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101008120	CT-FICA AND MEDICARE	fica	875.37	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101008120	CT-FICA AND MEDICARE	med	204.73	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101008121	CT-PERF	perf	1,727.18	500000075	7/27/2016
VEN004297	ADP-Payroll	APP035858	7/26/2016	101008331	CT-CONSULTING	WFN solutions	624.90	500000073	7/27/2016
VEN004297	ADP-Payroll	APP035942	8/1/2016	101008331	CT-CONSULTING	Processing charges for period	804.69	500000077	8/1/2016
VEN000697	Finley and Cook	APP035943	8/1/2016	101008331	CT-CONSULTING	Special Projects	237.50		
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101008119	CT-HEALTH AND DENTAL	Life Ins Prem	19.50	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101008119	CT-HEALTH AND DENTAL	Dental Ins Prem	273.05	60257	8/1/2016
VEN002123	Westfield-Washington Schools	APP036007	8/2/2016	101008223	CT-OFFICE SUPPLIES	Paper for May	24.99		
VEN000163	Aul Retirement	APP036156	8/2/2016	101008119	CT-HEALTH AND DENTAL	6 month match	5,056.86		
Subtotal for Clerk Treasurer							29,221.55		
Mayor									
VEN002011	U S 31 Coalition	APP035763	7/20/2016	101009347	MAYOR-PROMOTIONS	Coalition support 2016	1,000.00	60240	7/25/2016
VEN000513	DavisVision	APP035764	7/20/2016	101009119	MAYOR-HEALTH AND DENT	Vision Ins Prem	12.14	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101009119	MAYOR-HEALTH AND DENT	Med Ins Prem	767.33	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101009111	MAYOR-SALARY	sal	4,161.55	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101009120	MAYOR- FICA AND MEDICA	fica	253.15	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101009120	MAYOR- FICA AND MEDICA	med	59.21	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101009121	MAYOR-PERF	perf	590.94	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101009119	MAYOR-HEALTH AND DENT	Life Ins Prem	3.25	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101009119	MAYOR-HEALTH AND DENT	Dental Ins Prem	50.62	60257	8/1/2016
VEN004767	Triple R Marketing and Sales	APP036132	8/2/2016	101009347	MAYOR-PROMOTIONS	Paperweights	1,405.12		
VEN000927	IACT	APP036138	8/2/2016	101009347	MAYOR-PROMOTIONS	2016 Conference of Mayors d	500.00		
VEN000163	Aul Retirement	APP036156	8/2/2016	101009119	MAYOR-HEALTH AND DENT	6 month match	1,263.36		
Subtotal for Mayor							10,066.67		

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Fund No. Fund Name									
101 General									
Public Works									
VEN000949	IN.GOV	APP035756	7/20/2016	101013349	PW-CONTRACTUAL SERVIC	New employee background ck	32.00	60194	7/25/2016
VEN000513	DavisVision	APP035764	7/20/2016	101013119	PW-HEALTH AND DENTAL	Vision Ins Prem	390.60	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101013119	PW-HEALTH AND DENTAL	Med Ins Prem	28,688.78	60159	7/20/2016
VEN000589	Duke Energy	APP035776	7/20/2016	101013341	PW-ELECTRIC	151st	77.99	60179	7/25/2016
VEN002048	Vectren	APP035805	7/25/2016	101013349	PW-CONTRACTUAL SERVIC	151	26.84	60247	7/25/2016
VEN001537	Payroll	APP035836	7/26/2016	101013111	PW-SALARY	sal	60,665.52	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101013120	PW-FICA AND MEDICARE	fica	3,535.36	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101013120	PW-FICA AND MEDICARE	med	826.83	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101013121	PW-PERF	perf	8,385.62	500000075	7/27/2016
VEN003047	Gary Pence	APP035845	7/26/2016	101013334	PW-TRAVEL/TRAINING/SEMI	Parking while attending INDO	12.00		
VEN001676	Riverview Hospital	APP035904	7/28/2016	101013349	PW-CONTRACTUAL SERVIC	CDL physical	65.00		
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101013119	PW-HEALTH AND DENTAL	Life Ins Prem	118.17	60256	8/1/2016
VEN000942	Imagery LLC	APP035950	8/1/2016	101013229	PW-UNIFORMS	PW Clothing	754.30		
VEN000534	Delta Dental	APP035957	8/1/2016	101013119	PW-HEALTH AND DENTAL	Dental Ins Prem	2,333.44	60257	8/1/2016
VEN002123	Westfield-Washington Schools	APP036007	8/2/2016	101013223	PW-OFFICE SUPPLIES	Paper for May	24.99		
VEN003284	Practical Property Group	APP036036	8/2/2016	101013345	PW-EQUIP REPAIR	401 N Union ST Timber Wall	3,203.00		
VEN000030	Ace-Pak Products	APP036038	8/2/2016	101013224	PW-OPERATING SUPPLIES	Bathroom supplies	755.93		
VEN000621	Electro Painting and Refurbish	APP036149	8/2/2016	101013472	PW-EQUIPMENT	Parks Equipment-Shelter Pain	2,356.00		
VEN000621	Electro Painting and Refurbish	APP036149	8/2/2016	101013472	PW-EQUIPMENT	Parks Equipment-Shelter Pain	1,200.00		
VEN000163	Aul Retirement	APP036156	8/2/2016	101013119	PW-HEALTH AND DENTAL	6 month match	17,584.33		
Subtotal for Public Works							131,036.70		

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Fund No. Fund Name									
101	General								
Communications									
VEN000949	IN.GOV	APP035756	7/20/2016	101020347	COMM-PROMOTIONS	New employee background ck	15.00	60194	7/25/2016
VEN000513	DavisVision	APP035764	7/20/2016	101020119	COMM-INSURANCE	Vision Ins Prem	29.56	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101020119	COMM-INSURANCE	Med Ins Prem	2,173.14	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101020111	COMM-SALARY	sal	7,850.07	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101020120	COMM-FICA	fica	472.19	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101020120	COMM-FICA	med	110.43	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101020121	COMM-PERF	perf	824.11	500000075	7/27/2016
VEN004767	Triple R Marketing and Sales	APP035903	7/28/2016	101020347	COMM-PROMOTIONS	Lapel pins	514.16		
VEN000480	CSI Signs	APP035921	7/28/2016	101020347	COMM-PROMOTIONS	Banners A Grand Run	240.00		
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101020119	COMM-INSURANCE	Life Ins Prem	9.75	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101020119	COMM-INSURANCE	Dental Ins Prem	168.81	60257	8/1/2016
VEN000229	Beth Maier Photography	APP036152	8/2/2016	101020331	COMM- CONSULT	Grand Park Event Center	75.00		
VEN005157	Erik Johnson	APP036153	8/2/2016	101020331	COMM- CONSULT	Social Media and marketing	500.00		
VEN000163	Aul Retirement	APP036156	8/2/2016	101020119	COMM-INSURANCE	6 month match	1,366.78		
Subtotal for Communications							14,349.00		
Customer Service									
VEN000513	DavisVision	APP035764	7/20/2016	101021119	CUST SERVICE- INSURANC	Vision Ins Prem	46.98	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101021119	CUST SERVICE- INSURANC	Med Ins Prem	2,965.00	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101021111	CUST SERVICE- SAL	sal	7,256.10	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101021120	CUSTOMER SERV- FICA ME	fica	431.26	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101021120	CUSTOMER SERV- FICA ME	med	100.87	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101021121	CUSTOMER SERV- PERF	perf	1,030.37	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101021119	CUST SERVICE- INSURANC	Life Ins Prem	16.25	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101021119	CUST SERVICE- INSURANC	Dental Ins Prem	291.98	60257	8/1/2016
VEN004872	Officeworks LLC	APP036029	8/2/2016	101021223	CUSTOMER SERV- OFFICE	Chair	175.00		
VEN000163	Aul Retirement	APP036156	8/2/2016	101021119	CUST SERVICE- INSURANC	6 month match	829.00		
Subtotal for Customer Service							13,142.81		

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Fund No. Fund Name									
101 General									
Human Resources									
VEN000513	DavisVision	APP035764	7/20/2016	101022119	HR- INSURANCE	Vision Ins Prem	24.28	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	101022119	HR- INSURANCE	Med Ins Prem	1,473.60	60159	7/20/2016
VEN001537	Payroll	APP035836	7/26/2016	101022111	HR - SAL	sal	4,443.45	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101022120	HR- FICA MED	fica	264.88	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101022120	HR- FICA MED	med	61.95	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	101022121	HR - PERF	perf	630.97	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	101022119	HR- INSURANCE	Life Ins Prem	6.50	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	101022119	HR- INSURANCE	Dental Ins Prem	146.37	60257	8/1/2016
VEN000163	Aul Retirement	APP036156	8/2/2016	101022119	HR- INSURANCE	6 month match	1,298.60		
Subtotal for Human Resources							8,350.60		
Subtotal for Fund 101 General							788,341.51		

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Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN002336	Citizens Westfield	APP035803	7/25/2016	201013349	MVH-SERVICES	Mill	65.55	60175	7/25/2016
VEN001758	SealMaster Indianapolis	APP035840	7/26/2016	201013231	MVH-SUBGRADE MATERIAL	CrackMaster	19,420.79		
VEN000879	Heritage-crystal Clean	APP035841	7/26/2016	201013349	MVH-SERVICES	VAC pickup	651.06		
VEN001304	Martin Marietta Materials	APP035842	7/26/2016	201013231	MVH-SUBGRADE MATERIAL	Stone	828.97		
VEN001384	Milestone Contractors LLP	APP035843	7/26/2016	201013231	MVH-SUBGRADE MATERIAL	Surface	52.02		
VEN002123	Westfield-Washington Schools	APP035846	7/26/2016	201013226	MVH-VEHICLE GAS/ SUPPLI	Diesel for June	883.80		
VEN001044	Irving Materials	APP035849	7/26/2016	201013231	MVH-SUBGRADE MATERIAL	Stone	1,934.46		
VEN000975	Indiana Oxygen Company	APP035850	7/26/2016	201013345	MVH-EQUIP REPAIR	Acetylene Oxygen	28.14		
VEN002706	KJM Trucking Inc	APP035852	7/26/2016	201013231	MVH-SUBGRADE MATERIAL	Shelby	5,323.24		
VEN001459	North Central Co-Op	APP036040	8/2/2016	201013226	MVH-VEHICLE GAS/ SUPPLI	Supplies	1,486.96		
VEN001367	Midwest Toxicology Servic	APP036042	8/2/2016	201013349	MVH-SERVICES	New hire drug testing	110.00		
VEN001384	Milestone Contractors LLP	APP036043	8/2/2016	201013231	MVH-SUBGRADE MATERIAL	Surface	133.11		
VEN000975	Indiana Oxygen Company	APP036044	8/2/2016	201013345	MVH-EQUIP REPAIR	Supplies	48.41		
VEN002706	KJM Trucking Inc	APP036045	8/2/2016	201013231	MVH-SUBGRADE MATERIAL	Shelby	4,649.47		
VEN002706	KJM Trucking Inc	APP036046	8/2/2016	201013231	MVH-SUBGRADE MATERIAL	Grand Park	8,046.28		
VEN001809	Southeastern Equipment	APP036047	8/2/2016	201013476	MVH-EQUIP LEASES	2016 Bomag Double Drum Ro	27,530.00		
VEN001459	North Central Co-Op	APP036130	8/2/2016	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	5,879.58		
VEN000787	Globe Asphalt Paving Co.	APP036148	8/2/2016	201013349	MVH-SERVICES	203rd Milling in Place	16,500.00		
Subtotal for Public Works							93,571.84		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							93,571.84		
Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN005246	Indianapolis Signworks, Inc.	APP035827	7/26/2016	202013472	LRS-EQUIPMENT		9,500.00		
VEN001368	Midwestern Electric	APP035844	7/26/2016	202013349	LRS-SERVICES	Thatcher Lane 151st	2,118.00		
Subtotal for Public Works							11,618.00		
Subtotal for Fund 202 Local Road and Street (LRS)							11,618.00		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000513	DavisVision	APP035764	7/20/2016	203012119	FIRE-HEALTH AND DENTAL	Vision Ins Prem	748.48	60158	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035769	7/20/2016	203012119	FIRE-HEALTH AND DENTAL	Med Ins Prem	55,546.71	60159	7/20/2016
VEN002048	Vectren	APP035804	7/25/2016	203012328	FIRE-GAS/HEAT	Sta 82	139.83	60247	7/25/2016
VEN001537	Payroll	APP035836	7/26/2016	203012111	FIRE-SALARY	sal	179,100.71	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	203012120	FIRE-FICA AND MEDICARE	fica	10,575.38	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	203012120	FIRE-FICA AND MEDICARE	med	2,473.22	500000075	7/27/2016
VEN001537	Payroll	APP035836	7/26/2016	203012121	FIRE-PERF	perf	32,933.35	500000075	7/27/2016
VEN004479	Symetra Life Insurance	APP035948	8/1/2016	203012119	FIRE-HEALTH AND DENTAL	Life Ins Prem	219.96	60256	8/1/2016
VEN000534	Delta Dental	APP035957	8/1/2016	203012119	FIRE-HEALTH AND DENTAL	Dental Ins Prem	4,716.71	60257	8/1/2016
VEN000214	Behind The Seams	APP035967	8/1/2016	203012229	FIRE-UNIFORMS	Turn out gear repairs	470.00		
VEN001084	Jason Gunning	APP035968	8/1/2016	203012229	FIRE-UNIFORMS	Reimburse - Work shoes	50.00		
VEN005139	Kovatch Mobile Equipment	APP035969	8/1/2016	203012360	FIRE-VEHICLE MAINT	Battery Hookup - Positive Red	49.27		
VEN001637	Ray's Trash Service	APP035970	8/1/2016	203012349	FIRE-SERVICES	Service - August	31.35		
VEN003505	Smartstop Dry Cleaners	APP035971	8/1/2016	203012229	FIRE-UNIFORMS	Dry Cleaning	78.00		
VEN001942	The Uniform House, Inc	APP035972	8/1/2016	203012229	FIRE-UNIFORMS	3 - Pants and 1 - Belt	136.12		
VEN000903	Hoosier Fire Equipment	APP035973	8/1/2016	203012229	FIRE-UNIFORMS	New Fire Helmet	234.25		
VEN000903	Hoosier Fire Equipment	APP035973	8/1/2016	203012472	FIRE-EQUIP	Replacement Battery for Eclip	77.35		
VEN000345	Cave and Company Printing	APP035974	8/1/2016	203012337	FIRE-PRINTING	Garry Harling - Business Card	56.86		
VEN001546	PENNWELL PUBLISHING CO	APP035975	8/1/2016	203012334	FIRE-TRAVEL/TRAINING/SE	Handbook for FF 1 and 2	314.00		
VEN002148	Witmer Public Safety Group	APP035980	8/1/2016	203012229	FIRE-UNIFORMS	Gloves	27.00		
VEN001478	Office Team	APP035981	8/1/2016	203012111	FIRE-SALARY	Fire Admin - Temp	489.38		
VEN001858	Sunbelt Rentals	APP035993	8/2/2016	203012472	FIRE-EQUIP	Starter pulley, spring, and rop	55.06		
VEN001478	Office Team	APP035994	8/2/2016	203012111	FIRE-SALARY	Fire Admin - Temp	489.38		
VEN005254	Center for Education	APP035995	8/2/2016	203012350	FIRE-SUBSCRIPTIONS/DUE	Deskbook Encyclopedia of Pu	254.95		
VEN001814	Spectrum Janitorial	APP035996	8/2/2016	203012224	FIRE-OPERATING SUPPLIES	papertowels and soap	520.62		
VEN000682	Fastenal	APP035997	8/2/2016	203012360	FIRE-VEHICLE MAINT	Parts	29.53		
VEN002123	Westfield-Washington Schools	APP036007	8/2/2016	203012223	FIRE-OFFICE SUPPLIES	Paper for May	74.97		
VEN001459	North Central Co-Op	APP036130	8/2/2016	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,049.64		
VEN000849	Hamilton County Treasurer	APP036144	8/2/2016	203012336	FIRE-DISPATCH SERVICE	E911 3rd quart	49,730.38		
VEN000644	Enviro-max Inc	APP036145	8/2/2016	203012343	FIRE-BUILDING MAINTENAN	Fire portion of Maint. on Air C	1,277.50		
VEN002336	Citizens Westfield	APP036154	8/2/2016	203012342	FIRE-WATER/SEWER	Sta 82	228.12		
VEN000163	Aul Retirement	APP036156	8/2/2016	203012119	FIRE-HEALTH AND DENTAL	6 month match	27,847.69		

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Subtotal for Fire								370,025.77
Subtotal for Fund 203 Fire Operating								370,025.77
Fund No.	Fund Name							
204	Park Impact							
	Public Works							
VEN005138	Spear Corp	APP036039	8/2/2016	204005349	PARK IMPACT-SERVICES	Freight left off prior invoice	15.00	
VEN002234	Land Collective LLC	APP036147	8/2/2016	204005349	PARK IMPACT-SERVICES	Grand Junction Plaza Fundrai	747.63	
	Subtotal for Public Works						762.63	
Subtotal for Fund 204 Park Impact								762.63
Fund No.	Fund Name							
206	Parks Programming/Events							
	Parks							
VEN005141	CVLATIN Indiana LLC	APP036127	8/2/2016	206005347	PARKS PROGRAM/PROMOT	Full page ad	300.00	
VEN004660	LP Productions LLC	APP036146	8/2/2016	206005347	PARKS PROGRAM/PROMOT	FTDG Generator Fuel	255.00	
	Subtotal for Parks						555.00	
Subtotal for Fund 206 Parks Programming/Events								555.00
Fund No.	Fund Name							
239	Law Enforcement							
	Police							
VEN005250	Doc Dunn Inc	APP035871	7/27/2016	239002334	LAW ENFORCE-TRAVEL/TR	Tactical Treatment of Gunsho	260.00	
VEN000747	Galls	APP035912	7/28/2016	239002472	LAW ENFORCE-EQUIPMEN	Bail Out Bag	113.73	
VEN000747	Galls	APP035912	7/28/2016	239002472	LAW ENFORCE-EQUIPMEN	Blackhawk Storm Sling	142.17	
VEN001599	Proforma	APP035915	7/28/2016	239002224	LAW ENFORCE -OPERATIN	Drug Test Kits - Meth, cocain	430.89	
VEN000012	A W Direct	APP035919	7/28/2016	239002472	LAW ENFORCE-EQUIPMEN	Lockout Tools	221.12	
	Subtotal for Police						1,167.91	
Subtotal for Fund 239 Law Enforcement								1,167.91
Fund No.	Fund Name							
264	Road and Street Improvement (Road Impact)							
	Public Works							
VEN000893	HNTB-Great Lakes Division	APP035847	7/26/2016	264013349	ROAD IMPACT-SERVICES	Impact Fee Study Update	47,350.00	
	Subtotal for Public Works						47,350.00	
Subtotal for Fund 264 Road and Street Improvement (Road Impact)								47,350.00

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Fund No. Fund Name									
268 Emergency Medical and Equip									
Fire									
VEN000266	Bound Tree Medical	APP035976	8/1/2016	268012224	EMS-OPERATING SUPPLIES	Medical Supplies	1,352.78		
VEN000403	Ciproms Inc	APP035977	8/1/2016	268012349	EMS-SERVICES	Services for June-2016	2,091.19		
VEN000065	Airgas Mid America	APP035978	8/1/2016	268012224	EMS-OPERATING SUPPLIES	Oxygen	78.62		
VEN0002426	Horizon Medical Products	APP035979	8/1/2016	268012224	EMS-OPERATING SUPPLIES	microdot - Hi/Lo Control Soluti	73.86		
VEN000266	Bound Tree Medical	APP035998	8/2/2016	268012224	EMS-OPERATING SUPPLIES	Medical Supplies	1,516.61		
VEN000266	Bound Tree Medical	APP035998	8/2/2016	268012349	EMS-SERVICES	Inventory License Fee	1,800.00		
VEN000266	Bound Tree Medical	APP035998	8/2/2016	268012349	EMS-SERVICES	Inventory Mgmt - setup Traini	1,500.00		
VEN000266	Bound Tree Medical	APP035998	8/2/2016	268012472	EMS-LEASE EQUIPMENT	USB Starter Kit	785.00		
Subtotal for Fire							9,198.06		
Subtotal for Fund 268 Emergency Medical and Equip							9,198.06		
Fund No. Fund Name									
269 Training Facility Center									
Public Safety (Police and Fire)									
VEN0002048	Vectren	APP035966	8/1/2016	269014328	TRAINING FAC-HEAT/GAS	Training Facility	17.00		
VEN000434	Comcast Cable	APP036011	8/2/2016	269014350	TRAINING FAC-SUBSCRIPTI	Training Facility	239.85		
VEN0002191	City of Noblesville Utilities	APP036155	8/2/2016	269014342	TRAINING FAC-WATER/SE	Training Facility	50.82		
Subtotal for Public Safety (Police and Fire)							307.67		
Subtotal for Fund 269 Training Facility Center							307.67		
Fund No. Fund Name									
301 Eastside TIF									
RDC									
VEN000186	Bank Of New York Mellon	APP035837	7/26/2016	301018280	EASTSIDE TIF DEBT SERVIC	Redevelopment dist tax	307,145.00	500000074	7/26/2016
Subtotal for RDC							307,145.00		
Subtotal for Fund 301 Eastside TIF							307,145.00		
Fund No. Fund Name									
582 SR32-216th TE Grant									
Public Works									
VEN000562	DLZ	APP035944	8/1/2016	582013349	SR32-216TH TE GRANT SER	Monon Trail 6 7 PE Services	94,009.05		
Subtotal for Public Works							94,009.05		
Subtotal for Fund 582 SR32-216th TE Grant							94,009.05		

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Fund No. Fund Name									
592 Round 161-Oakr Grant									
Public Works									
VEN002019	United Consulting Engineers	APP035890	7/27/2016	592013349	ROUND 161-OAKRIDGE SER	161st Oak Ridge CE replaces	1,376.00		
Subtotal for Public Works							1,376.00		
Subtotal for Fund 592 Round 161-Oakr Grant							1,376.00		
Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
VEN000103	American Structurepoint Inc	APP035857	7/26/2016	640015474	SPORTS CAMPUS-CONSTR	Closeout 313 - GP PUD Conc	5,220.00		
VEN004792	Johnson Control	APP035934	7/29/2016	640015474	SPORTS CAMPUS-CONSTR	GP Indoor Low Voltage	33,687.00		
VEN002228	Indiana Sports Properties	APP035936	7/29/2016	640015349	SPORTS CAMPUS-SERVICE	Sales Commission for May	2,864.25	1324	7/29/2016
VEN002228	Indiana Sports Properties	APP035937	7/29/2016	640015349	SPORTS CAMPUS-SERVICE	Mang fee for June	21,500.00	1324	7/29/2016
VEN001548	Pepsi	APP035939	7/29/2016	640015224	SPORTS CAMPUS-OPERATI	Grand Park	1,018.60	1326	7/29/2016
VEN004832	GS Sports Ventures	APP036003	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Commission fee	4,000.00		
VEN000517	Daystar Directional Drilling	APP036005	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	711 E 191st Grand Park	2,870.00		
VEN000733	Freije Engineered Solutions Co	APP036006	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Water line repair	2,162.91		
VEN002228	Indiana Sports Properties	APP036008	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Monthly mang fee for July	21,500.00		
VEN002228	Indiana Sports Properties	APP036009	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Sales commission for June	9,517.32		
VEN001912	The Brickman Group	APP036013	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Inventory level one repair	12,311.00		
VEN000864	Harvey Construction	APP036014	8/2/2016	640015474	SPORTS CAMPUS-CONSTR	Parking lot excavation	24,640.00		
VEN000787	Globe Asphalt Paving Co.	APP036017	8/2/2016	640015474	SPORTS CAMPUS-CONSTR	GP 711 E 191st	59,953.32		
VEN000921	Huston Electric	APP036018	8/2/2016	640015224	SPORTS CAMPUS-OPERATI	Tunnel lights replaced	2,065.00		
VEN002613	Ermco Inc	APP036019	8/2/2016	640015224	SPORTS CAMPUS-OPERATI	GP Soccer Tournament	556.14		
VEN000713	Flag and Banner Co.	APP036020	8/2/2016	640015224	SPORTS CAMPUS-OPERATI	US Flag	649.00		
VEN001912	The Brickman Group	APP036024	8/2/2016	640015224	SPORTS CAMPUS-OPERATI	Replace decoders	1,112.00		
VEN001912	The Brickman Group	APP036025	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Repair main line leak	2,096.00		
VEN001912	The Brickman Group	APP036025	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Storm damage solenoid deco	2,602.00		
VEN001912	The Brickman Group	APP036025	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Solenoid and decoder replace	1,767.00		
VEN000517	Daystar Directional Drilling	APP036027	8/2/2016	640015349	SPORTS CAMPUS-SERVICE	Grand Park	1,100.00		
VEN001912	The Brickman Group	APP036028	8/2/2016	640015224	SPORTS CAMPUS-OPERATI	Irrigation Service	4,515.00		
Subtotal for Grand Park							217,706.54		

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Fund No. Fund Name									
640	Sports Campus Operating								
Sport Campus Indoor Event Ctr									
VEN002573	Jonathan Byrds	APP036012	8/2/2016	640023349	SPORT CAMPUS-INDOOR S	3 of 4	72,165.25		
Subtotal for Sport Campus Indoor Event Ctr							72,165.25		
Subtotal for Fund 640 Sports Campus Operating							289,871.79		
Fund No. Fund Name									
651	Infrastructure Improv								
Public Works									
VEN002019	United Consulting Engineers	APP035829	7/26/2016	651013474	INFRASTRUCTURE IMPRO	Midland Monon Trail Anna Ke	2,500.00		
VEN002019	United Consulting Engineers	APP035830	7/26/2016	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	4,767.48		
VEN005247	Sandra and Leah Vincent	APP035853	7/26/2016	651013474	INFRASTRUCTURE IMPRO	Vincent Settlement	76,773.00	60253	7/26/2016
VEN001879	T.M.T Inc	APP035905	7/28/2016	651013474	INFRASTRUCTURE IMPRO	161st and Carey	525.00		
VEN003284	Practical Property Group	APP035906	7/28/2016	651013474	INFRASTRUCTURE IMPRO	161st and Carey RAB	58,465.04		
VEN000159	Cardno Inc	APP035951	8/1/2016	651013474	INFRASTRUCTURE IMPRO	Tree Mitigation for Mill St Proj	55,167.00		
VEN003324	Flatland Resources LLC	APP035956	8/1/2016	651013474	INFRASTRUCTURE IMPRO	Stream Restoration	18,176.24		
VEN002709	Lochmueller Group Inc	APP035959	8/1/2016	651013474	INFRASTRUCTURE IMPRO	Amend 5 for Mill St Design	952.25		
VEN002234	Land Collective LLC	APP036000	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Junction - DDs and CDs 2016	170,000.00		
VEN002709	Lochmueller Group Inc	APP036032	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Amend 5 for Mill St Design	1,266.48		
VEN002709	Lochmueller Group Inc	APP036032	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Amend 6 for Mill St Design	2,705.28		
VEN000517	Daystar Directional Drilling	APP036033	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Roundabout water taps	470.00		
VEN000517	Daystar Directional Drilling	APP036033	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Roundabout water taps	142.50		
VEN000517	Daystar Directional Drilling	APP036033	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Roundabout water taps	3,650.00		
VEN001879	T.M.T Inc	APP036035	8/2/2016	651013474	INFRASTRUCTURE IMPRO	156th St and Springmill Rd R	17,775.00		
VEN005257	Kathleen St Louis	APP036131	8/2/2016	651013474	INFRASTRUCTURE IMPRO	Monon condemnation	4,200.00		
Subtotal for Public Works							417,535.27		
Subtotal for Fund 651 Infrastructure Improv							417,535.27		

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Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN000513	DavisVision	APP035765	7/20/2016	701008930	PAYROLL-INS. DED	Vision Ins Prem	29.56	16572	7/20/2016
VEN000126	Anthem Blue Cross Blue Shield	APP035768	7/20/2016	701008930	PAYROLL-INS. DED	Med Ins Prem	4,000.14	16573	7/20/2016
VEN001537	Payroll	APP035832	7/26/2016	701008110	PAYROLL-NET SALARIES	net sal	335,917.08	700000091	7/27/2016
VEN000959	Indiana Dept Of Revenue	APP035833	7/26/2016	701008923	PAYROLL-STATE WITHHOL	state	14,575.45	700000090	7/27/2016
VEN000959	Indiana Dept Of Revenue	APP035833	7/26/2016	701008923	PAYROLL-STATE WITHHOL	coit	4,994.40	700000090	7/27/2016
VEN000920	Huntington National Bank	APP035834	7/26/2016	701008131	PAYROLL-EMPLOYER'S FIC	fica	28,836.97	700000088	7/27/2016
VEN000920	Huntington National Bank	APP035834	7/26/2016	701008132	PAYROLL-EMPLOYER'S ME	med	6,744.13	700000088	7/27/2016
VEN000920	Huntington National Bank	APP035834	7/26/2016	701008921	PAYROLL-FEDERAL WITHH	fed	56,546.51	700000088	7/27/2016
VEN000920	Huntington National Bank	APP035834	7/26/2016	701008922	PAYROLL-EMPLOYEE FICA	med	6,744.13	700000088	7/27/2016
VEN000920	Huntington National Bank	APP035834	7/26/2016	701008922	PAYROLL-EMPLOYEE FICA	fica	28,836.97	700000088	7/27/2016
VEN000552	Diana Peyton	APP035855	7/26/2016	701008931	PAYROLL-401A MATCHING-	Loan pmt taken out in error	406.56	16574	7/26/2016
VEN005252	ASFE Support fee	APP035861	7/26/2016	701008140	PAYROLL-SUPPORT WITHH	child support admin fee	55.00	700000086	7/27/2016
VEN000163	Aul Retirement	APP035862	7/26/2016	701008931	PAYROLL-401A MATCHING-	retirement	15,193.79	700000087	7/27/2016
VEN000948	IN Family and Social Services Admin	APP035863	7/26/2016	701008140	PAYROLL-SUPPORT WITHH	child support	2,326.42	700000089	7/27/2016
VEN000703	Fire Fighters Credit Union	APP035864	7/26/2016	701008141	PAYROLL-UNION DUES	union dues	1,797.01	16575	7/26/2016
VEN004836	Nationwide Retirement Solutions	APP035865	7/26/2016	701008931	PAYROLL-401A MATCHING-	retirement	925.00	16576	7/26/2016
VEN001864	Supporting heroes	APP035866	7/26/2016	701008991	PAYROLL-MISC	contributions	116.26	16578	7/26/2016
VEN001583	Police and Firemen's Insurance	APP035867	7/26/2016	701008930	PAYROLL-INS. DED	ins	70.85	16577	7/26/2016
VEN000058	AFLAC	APP035945	8/1/2016	701008930	PAYROLL-INS. DED	Disability Ins Pmt	7,874.10	16579	8/1/2016
VEN000058	AFLAC	APP035946	8/1/2016	701008930	PAYROLL-INS. DED	Group Ins Prem	2,047.26	16580	8/1/2016
VEN000008	77 Police and Fire Fund	APP035947	8/1/2016	701008133	PAYROLL-PERF	Non Civilian PERF	50,511.94		
VEN001550	PERF	APP035949	8/1/2016	701008133	PAYROLL-PERF	Civilian PERF	37,659.86		
VEN000534	Delta Dental	APP035958	8/1/2016	701008930	PAYROLL-INS. DED	Dental Ins Prem	4,060.67	16581	8/1/2016
VEN000008	77 Police and Fire Fund	APP036150	7/28/2016	701008133	PAYROLL-PERF	Non Civilian PERF	50,511.94	700000092	7/30/2016
VEN001550	PERF	APP036151	7/28/2016	701008133	PAYROLL-PERF	Civilian PERF	37,659.86	700000093	7/30/2016
Subtotal for Clerk Treasurer							698,441.86		
Subtotal for Fund 701 Payroll							698,441.86		

Fund No. Fund Name

900 Stormwater

Stormwater									
VEN000879	Heritage-crystal Clean	APP035770	7/20/2016	900016473	STORM-VEHICLE LEASES	VAC pickup	708.44	36650	7/20/2016

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900	Stormwater								
	Stormwater								
VEN002234	Land Collective LLC	APP035825	7/26/2016	900016309	STORM-CONSULTING FEES	Riperian Corridor Modeling by	2,675.00		
VEN002234	Land Collective LLC	APP035831	7/26/2016	900016309	STORM-CONSULTING FEES	Riperian Corridor Modeling by	2,119.77		
VEN001537	Payroll	APP035835	7/26/2016	900016111	STORM-SALARY	sal	13,939.90	900000043	7/27/2016
VEN001537	Payroll	APP035835	7/26/2016	900016120	STORM-FICA AND MEDICAR	fica	817.38	900000043	7/27/2016
VEN001537	Payroll	APP035835	7/26/2016	900016120	STORM-FICA AND MEDICAR	med	191.16	900000043	7/27/2016
VEN001537	Payroll	APP035835	7/26/2016	900016121	STORM-PERF	perf	1,496.26	900000043	7/27/2016
VEN002040	Utility Pipe Sales of IN	APP035839	7/26/2016	900016433	STORM-INFRASTRUCTURE	Supplies	2,502.24		
VEN001778	Shelby Materials	APP035848	7/26/2016	900016433	STORM-INFRASTRUCTURE	156th Ditch	1,160.50		
VEN001731	Sagamore Ready Mix LLC	APP035851	7/26/2016	900016231	STORM-SUBGRADE MATERI	151st Shelbourne	340.50		
VEN005253	Van Croshier Concrete	APP036034	8/2/2016	900016474	STORM-CONSTRUCTION C	37 Susan Ct	1,200.00		
VEN000608	Eco-Infrastructure Solution	APP036037	8/2/2016	900016433	STORM-INFRASTRUCTURE	156th and Ditch culvert pipe	775.00		
VEN000517	Daystar Directional Drilling	APP036041	8/2/2016	900016433	STORM-INFRASTRUCTURE	Viking Commander	250.00		
VEN005170	Matt and Emily Monaco	APP036048	8/2/2016	900016370	STORMWATER-REFUND	Refund	1.41		
VEN005171	Christopher Poirier	APP036049	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.25		
VEN005172	Timothy Gonzalez	APP036050	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.52		
VEN005173	Kathryn Powers	APP036051	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.79		
VEN004937	Sean Harper	APP036052	8/2/2016	900016370	STORMWATER-REFUND	OP	5.00		
VEN004945	Jeremy Varnau	APP036053	8/2/2016	900016370	STORMWATER-REFUND	OP	80.08		
VEN005174	Craig Myers	APP036054	8/2/2016	900016370	STORMWATER-REFUND	Refund	1.88		
VEN005175	Keith Chamblin	APP036055	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005176	Mark Linton	APP036056	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005179	David and Maria Hodge	APP036057	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005180	Vivian Pirics	APP036058	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.43		
VEN005180	Vivian Pirics	APP036058	8/2/2016	900016370	STORMWATER-REFUND	OP	45.21		
VEN005181	Mike Nelson	APP036059	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005182	Simeon Wilhite	APP036060	8/2/2016	900016370	STORMWATER-REFUND	Refund	1.88		
VEN005183	Jayne Jackson	APP036061	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.21		
VEN005183	Jayne Jackson	APP036061	8/2/2016	900016370	STORMWATER-REFUND	OP	1.21		
VEN005184	John Middlebrook	APP036062	8/2/2016	900016370	STORMWATER-REFUND	Refund	3.07		
VEN005186	Kristy and Chris Unton	APP036064	8/2/2016	900016370	STORMWATER-REFUND	Refund	1.51		
VEN005187	Robert Townsend	APP036065	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005187	Robert Townsend	APP036065	8/2/2016	900016370	STORMWATER-REFUND	OP	45.21		

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Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN005188	Lora Ledbetter	APP036066	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005189	Troy and Jennifer Lame	APP036067	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.96		
VEN005190	Ben Reynolds	APP036068	8/2/2016	900016370	STORMWATER-REFUND	Refund	12.62		
VEN005191	Matt Kettlebar	APP036069	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.17		
VEN005192	Diana Smith	APP036070	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005193	Karen Biddle	APP036071	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.17		
VEN005194	Karla Duncan	APP036072	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.06		
VEN005195	Scott and Dottie Anstine	APP036073	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005195	Scott and Dottie Anstine	APP036073	8/2/2016	900016370	STORMWATER-REFUND	OP	6.74		
VEN005196	Jon and Karen Potter	APP036074	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.17		
VEN005197	Joseph Ferraro Jr	APP036075	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.83		
VEN005197	Joseph Ferraro Jr	APP036075	8/2/2016	900016370	STORMWATER-REFUND	OP	8.25		
VEN005198	Dennis Sanders	APP036076	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005199	Ashley Whaley	APP036077	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.96		
VEN005200	Micheal and Nicola Booth	APP036078	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005201	Michael Waterbury	APP036079	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.52		
VEN005213	Charles Godard	APP036080	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.18		
VEN005214	Benjamin Butwin	APP036081	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005215	Florence Burnham	APP036082	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.61		
VEN005215	Florence Burnham	APP036082	8/2/2016	900016370	STORMWATER-REFUND	OP	10.00		
VEN005216	Todd Kerscher	APP036083	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005217	Chad Smith	APP036084	8/2/2016	900016370	STORMWATER-REFUND	Refund	3.43		
VEN005218	Holly Scaggs	APP036085	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.79		
VEN005219	John Good	APP036086	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005220	Mark Sigler	APP036087	8/2/2016	900016370	STORMWATER-REFUND	OP	143.24		
VEN005221	Judith Lamere	APP036088	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005221	Judith Lamere	APP036088	8/2/2016	900016370	STORMWATER-REFUND	OP	40.69		
VEN005222	Kristina Riddle	APP036089	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.15		
VEN005222	Kristina Riddle	APP036089	8/2/2016	900016370	STORMWATER-REFUND	OP	16.26		
VEN005223	Tara Hester	APP036090	8/2/2016	900016370	STORMWATER-REFUND	OP	15.37		
VEN005224	Tina Rose	APP036091	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005225	Michael Connors	APP036092	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.26		

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Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN005227	Kelly Budd	APP036093	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.21		
VEN005229	Kevin Kaczmarek	APP036094	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.27		
VEN005230	Samuel Baxter	APP036095	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005231	Molly Miller	APP036096	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.25		
VEN005232	Tara Guthrie	APP036097	8/2/2016	900016370	STORMWATER-REFUND	OP	14.53		
VEN005233	Mark and Allison Juleen	APP036098	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005233	Mark and Allison Juleen	APP036098	8/2/2016	900016370	STORMWATER-REFUND	OP	133.10		
VEN005234	Tara Lambert	APP036099	8/2/2016	900016370	STORMWATER-REFUND	Refund	3.53		
VEN005235	Lori Heck	APP036100	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005236	Mark Lamie	APP036101	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.18		
VEN003467	Garrett and Julia Curry	APP036102	8/2/2016	900016370	STORMWATER-REFUND	OP	10.91		
VEN005237	James Delonay	APP036103	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005238	Barry Pruitt	APP036104	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.25		
VEN005239	Robert C Beauchamp	APP036105	8/2/2016	900016370	STORMWATER-REFUND	Refund	6.48		
VEN005202	Michael Jackson	APP036106	8/2/2016	900016370	STORMWATER-REFUND	Refund	3.98		
VEN005203	Willis Stogsdill	APP036107	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.79		
VEN005204	Chris Blackburn	APP036108	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.52		
VEN005205	Randel Bond	APP036109	8/2/2016	900016370	STORMWATER-REFUND	Refund	12.48		
VEN003043	Teresa Marsh	APP036110	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN003043	Teresa Marsh	APP036110	8/2/2016	900016370	STORMWATER-REFUND	OP	45.21		
VEN005206	Carole Kisner	APP036111	8/2/2016	900016370	STORMWATER-REFUND	Refund	11.79		
VEN005207	John Jenkins	APP036112	8/2/2016	900016370	STORMWATER-REFUND	Refund	2.52		
VEN005208	Charles Campbell	APP036113	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.12		
VEN005209	Scott Eiker	APP036114	8/2/2016	900016370	STORMWATER-REFUND	Refund	1.45		
VEN005210	Harold Stark	APP036115	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005211	Sarah Anthony	APP036116	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.13		
VEN005212	Kelly Benjamin	APP036117	8/2/2016	900016370	STORMWATER-REFUND	OP	101.76		
VEN005228	Josh Stutesman	APP036118	8/2/2016	900016370	STORMWATER-REFUND	Refund	0.14		
VEN005228	Josh Stutesman	APP036118	8/2/2016	900016370	STORMWATER-REFUND	OP	50.90		
VEN005240	Robert McLaughlin	APP036119	8/2/2016	900016370	STORMWATER-REFUND	Refund	6.48		
Subtotal for Stormwater							29,059.85		
Subtotal for Fund 900 Stormwater							29,059.85		

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Fund No. Fund Name									
950	Trash								
Trash									
VEN001637	Ray's Trash Service	APP036030	8/2/2016	950017851	TRASH-RES QRTLY FEE CO	July collection of payments	212,005.63		
VEN005170	Matt and Emily Monaco	APP036048	8/2/2016	950017370	TRASH-REFUND	Refund	0.50		
VEN005170	Matt and Emily Monaco	APP036048	8/2/2016	950017370	TRASH-REFUND	Refund	5.66		
VEN005171	Christopher Poirier	APP036049	8/2/2016	950017370	TRASH-REFUND	Refund	0.80		
VEN005171	Christopher Poirier	APP036049	8/2/2016	950017370	TRASH-REFUND	Refund	9.06		
VEN005172	Timothy Gonzalez	APP036050	8/2/2016	950017370	TRASH-REFUND	Refund	0.90		
VEN005172	Timothy Gonzalez	APP036050	8/2/2016	950017370	TRASH-REFUND	Refund	10.19		
VEN005173	Kathryn Powers	APP036051	8/2/2016	950017370	TRASH-REFUND	Refund	1.00		
VEN005173	Kathryn Powers	APP036051	8/2/2016	950017370	TRASH-REFUND	Refund	11.32		
VEN005174	Craig Myers	APP036054	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005174	Craig Myers	APP036054	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005175	Keith Chamblin	APP036055	8/2/2016	950017370	TRASH-REFUND	Refund	0.50		
VEN005175	Keith Chamblin	APP036055	8/2/2016	950017370	TRASH-REFUND	Refund	5.66		
VEN005176	Mark Linton	APP036056	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005176	Mark Linton	APP036056	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005179	David and Maria Hodge	APP036057	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005179	David and Maria Hodge	APP036057	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005180	Vivian Pirics	APP036058	8/2/2016	950017370	TRASH-REFUND	Refund	0.87		
VEN005180	Vivian Pirics	APP036058	8/2/2016	950017370	TRASH-REFUND	Refund	9.81		
VEN005181	Mike Nelson	APP036059	8/2/2016	950017370	TRASH-REFUND	Refund	0.43		
VEN005181	Mike Nelson	APP036059	8/2/2016	950017370	TRASH-REFUND	Refund	4.90		
VEN005182	Simeon Wilhite	APP036060	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005182	Simeon Wilhite	APP036060	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005183	Jayne Jackson	APP036061	8/2/2016	950017370	TRASH-REFUND	Refund	1.07		
VEN005183	Jayne Jackson	APP036061	8/2/2016	950017370	TRASH-REFUND	Refund	12.08		
VEN005184	John Middlebrook	APP036062	8/2/2016	950017370	TRASH-REFUND	Refund	1.10		
VEN005184	John Middlebrook	APP036062	8/2/2016	950017370	TRASH-REFUND	Refund	12.45		
VEN005185	Kathleen Gibbons	APP036063	8/2/2016	950017370	TRASH-REFUND	Refund	0.50		
VEN005185	Kathleen Gibbons	APP036063	8/2/2016	950017370	TRASH-REFUND	Refund	6.91		
VEN005186	Kristy and Chris Unton	APP036064	8/2/2016	950017370	TRASH-REFUND	Refund	0.53		
VEN005186	Kristy and Chris Unton	APP036064	8/2/2016	950017370	TRASH-REFUND	Refund	6.04		
VEN005187	Robert Townsend	APP036065	8/2/2016	950017370	TRASH-REFUND	Refund	0.33		

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Fund No. Fund Name									
950	Trash								
	Trash								
VEN005187	Robert Townsend	APP036065	8/2/2016	950017370	TRASH-REFUND	Refund	3.77		
VEN005188	Lora Ledbetter	APP036066	8/2/2016	950017370	TRASH-REFUND	Refund	0.47		
VEN005188	Lora Ledbetter	APP036066	8/2/2016	950017370	TRASH-REFUND	Refund	5.28		
VEN005189	Troy and Jennifer Lame	APP036067	8/2/2016	950017370	TRASH-REFUND	Refund	0.33		
VEN005189	Troy and Jennifer Lame	APP036067	8/2/2016	950017370	TRASH-REFUND	Refund	3.77		
VEN005190	Ben Reynolds	APP036068	8/2/2016	950017370	TRASH-REFUND	Refund	3.07		
VEN005190	Ben Reynolds	APP036068	8/2/2016	950017370	TRASH-REFUND	Refund	34.71		
VEN005191	Matt Kettlebar	APP036069	8/2/2016	950017370	TRASH-REFUND	Refund	0.40		
VEN005191	Matt Kettlebar	APP036069	8/2/2016	950017370	TRASH-REFUND	Refund	4.53		
VEN005192	Diana Smith	APP036070	8/2/2016	950017370	TRASH-REFUND	Refund	0.43		
VEN005192	Diana Smith	APP036070	8/2/2016	950017370	TRASH-REFUND	Refund	4.90		
VEN005193	Karen Biddle	APP036071	8/2/2016	950017370	TRASH-REFUND	Refund	0.40		
VEN005193	Karen Biddle	APP036071	8/2/2016	950017370	TRASH-REFUND	Refund	4.53		
VEN005194	Karla Duncan	APP036072	8/2/2016	950017370	TRASH-REFUND	Refund	0.73		
VEN005194	Karla Duncan	APP036072	8/2/2016	950017370	TRASH-REFUND	Refund	8.30		
VEN005195	Scott and Dottie Anstine	APP036073	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005195	Scott and Dottie Anstine	APP036073	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005196	Jon and Karen Potter	APP036074	8/2/2016	950017370	TRASH-REFUND	Refund	0.40		
VEN005196	Jon and Karen Potter	APP036074	8/2/2016	950017370	TRASH-REFUND	Refund	4.53		
VEN005198	Dennis Sanders	APP036076	8/2/2016	950017370	TRASH-REFUND	Refund	0.53		
VEN005198	Dennis Sanders	APP036076	8/2/2016	950017370	TRASH-REFUND	Refund	6.04		
VEN005199	Ashley Whaley	APP036077	8/2/2016	950017370	TRASH-REFUND	Refund	0.33		
VEN005199	Ashley Whaley	APP036077	8/2/2016	950017370	TRASH-REFUND	Refund	3.77		
VEN005200	Micheal and Nicola Booth	APP036078	8/2/2016	950017370	TRASH-REFUND	Refund	1.00		
VEN005200	Micheal and Nicola Booth	APP036078	8/2/2016	950017370	TRASH-REFUND	Refund	11.32		
VEN005201	Michael Waterbury	APP036079	8/2/2016	950017370	TRASH-REFUND	Refund	0.90		
VEN005201	Michael Waterbury	APP036079	8/2/2016	950017370	TRASH-REFUND	Refund	10.19		
VEN005213	Charles Godard	APP036080	8/2/2016	950017370	TRASH-REFUND	Refund	0.57		
VEN005213	Charles Godard	APP036080	8/2/2016	950017370	TRASH-REFUND	Refund	6.42		
VEN005214	Benjamin Butwin	APP036081	8/2/2016	950017370	TRASH-REFUND	Refund	0.43		
VEN005214	Benjamin Butwin	APP036081	8/2/2016	950017370	TRASH-REFUND	Refund	4.90		
VEN005215	Florence Burnham	APP036082	8/2/2016	950017370	TRASH-REFUND	Refund	0.93		

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Fund No.	Fund Name										
950	Trash										
	Trash										
	VEN005215	Florence Burnham	APP036082	8/2/2016	950017370	TRASH-REFUND	Refund	10.56			
	VEN005216	Todd Kerscher	APP036083	8/2/2016	950017370	TRASH-REFUND	Refund	0.70			
	VEN005216	Todd Kerscher	APP036083	8/2/2016	950017370	TRASH-REFUND	Refund	7.92			
	VEN005217	Chad Smith	APP036084	8/2/2016	950017370	TRASH-REFUND	Refund	1.23			
	VEN005217	Chad Smith	APP036084	8/2/2016	950017370	TRASH-REFUND	Refund	13.96			
	VEN005218	Holly Scaggs	APP036085	8/2/2016	950017370	TRASH-REFUND	Refund	1.00			
	VEN005218	Holly Scaggs	APP036085	8/2/2016	950017370	TRASH-REFUND	Refund	11.32			
	VEN005219	John Good	APP036086	8/2/2016	950017370	TRASH-REFUND	Refund	0.70			
	VEN005219	John Good	APP036086	8/2/2016	950017370	TRASH-REFUND	Refund	7.92			
	VEN005221	Judith Lamere	APP036088	8/2/2016	950017370	TRASH-REFUND	Refund	0.37			
	VEN005221	Judith Lamere	APP036088	8/2/2016	950017370	TRASH-REFUND	Refund	4.15			
	VEN005222	Kristina Riddle	APP036089	8/2/2016	950017370	TRASH-REFUND	Refund	0.17			
	VEN005222	Kristina Riddle	APP036089	8/2/2016	950017370	TRASH-REFUND	Refund	1.89			
	VEN005224	Tina Rose	APP036091	8/2/2016	950017370	TRASH-REFUND	Refund	0.80			
	VEN005224	Tina Rose	APP036091	8/2/2016	950017370	TRASH-REFUND	Refund	9.06			
	VEN005225	Michael Connors	APP036092	8/2/2016	950017370	TRASH-REFUND	Refund	2.50			
	VEN005225	Michael Connors	APP036092	8/2/2016	950017370	TRASH-REFUND	Refund	28.30			
	VEN005227	Kelly Budd	APP036093	8/2/2016	950017370	TRASH-REFUND	Refund	1.03			
	VEN005227	Kelly Budd	APP036093	8/2/2016	950017370	TRASH-REFUND	Refund	11.70			
	VEN005229	Kevin Kaczmarek	APP036094	8/2/2016	950017370	TRASH-REFUND	Refund	2.93			
	VEN005229	Kevin Kaczmarek	APP036094	8/2/2016	950017370	TRASH-REFUND	Refund	33.21			
	VEN005230	Samuel Baxter	APP036095	8/2/2016	950017370	TRASH-REFUND	Refund	0.57			
	VEN005230	Samuel Baxter	APP036095	8/2/2016	950017370	TRASH-REFUND	Refund	6.42			
	VEN005231	Molly Miller	APP036096	8/2/2016	950017370	TRASH-REFUND	Refund	5.79			
	VEN005233	Mark and Allison Juleen	APP036098	8/2/2016	950017370	TRASH-REFUND	Refund	0.67			
	VEN005233	Mark and Allison Juleen	APP036098	8/2/2016	950017370	TRASH-REFUND	Refund	7.55			
	VEN005234	Tara Lambert	APP036099	8/2/2016	950017370	TRASH-REFUND	Refund	1.27			
	VEN005234	Tara Lambert	APP036099	8/2/2016	950017370	TRASH-REFUND	Refund	14.34			
	VEN005235	Lori Heck	APP036100	8/2/2016	950017370	TRASH-REFUND	Refund	0.87			
	VEN005235	Lori Heck	APP036100	8/2/2016	950017370	TRASH-REFUND	Refund	9.81			
	VEN005236	Mark Lamie	APP036101	8/2/2016	950017370	TRASH-REFUND	Refund	0.60			
	VEN005236	Mark Lamie	APP036101	8/2/2016	950017370	TRASH-REFUND	Refund	6.79			

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Fund No. Fund Name									
950	Trash								
	Trash								
VEN005237	James Delonay	APP036103	8/2/2016	950017370	TRASH-REFUND	Refund	0.67		
VEN005237	James Delonay	APP036103	8/2/2016	950017370	TRASH-REFUND	Refund	7.55		
VEN005238	Barry Pruitt	APP036104	8/2/2016	950017370	TRASH-REFUND	Refund	2.20		
VEN005238	Barry Pruitt	APP036104	8/2/2016	950017370	TRASH-REFUND	Refund	24.90		
VEN005202	Michael Jackson	APP036106	8/2/2016	950017370	TRASH-REFUND	Refund	1.43		
VEN005202	Michael Jackson	APP036106	8/2/2016	950017370	TRASH-REFUND	Refund	16.23		
VEN005203	Willis Stogsdill	APP036107	8/2/2016	950017370	TRASH-REFUND	Refund	11.32		
VEN005203	Willis Stogsdill	APP036107	8/2/2016	950017370	TRASH-REFUND	Refund	1.00		
VEN005204	Chris Blackburn	APP036108	8/2/2016	950017370	TRASH-REFUND	Refund	0.90		
VEN005204	Chris Blackburn	APP036108	8/2/2016	950017370	TRASH-REFUND	Refund	10.19		
VEN005205	Randel Bond	APP036109	8/2/2016	950017370	TRASH-REFUND	Refund	3.00		
VEN005205	Randel Bond	APP036109	8/2/2016	950017370	TRASH-REFUND	Refund	33.96		
VEN003043	Teresa Marsh	APP036110	8/2/2016	950017370	TRASH-REFUND	Refund	0.47		
VEN003043	Teresa Marsh	APP036110	8/2/2016	950017370	TRASH-REFUND	Refund	5.28		
VEN005206	Carole Kisner	APP036111	8/2/2016	950017370	TRASH-REFUND	Refund	2.83		
VEN005206	Carole Kisner	APP036111	8/2/2016	950017370	TRASH-REFUND	Refund	32.07		
VEN005207	John Jenkins	APP036112	8/2/2016	950017370	TRASH-REFUND	Refund	0.90		
VEN005207	John Jenkins	APP036112	8/2/2016	950017370	TRASH-REFUND	Refund	10.19		
VEN005208	Charles Campbell	APP036113	8/2/2016	950017370	TRASH-REFUND	Refund	0.47		
VEN005208	Charles Campbell	APP036113	8/2/2016	950017370	TRASH-REFUND	Refund	5.28		
VEN005209	Scott Eiker	APP036114	8/2/2016	950017370	TRASH-REFUND	Refund	2.22		
VEN005209	Scott Eiker	APP036114	8/2/2016	950017370	TRASH-REFUND	Refund	25.17		
VEN005210	Harold Stark	APP036115	8/2/2016	950017370	TRASH-REFUND	Refund	0.80		
VEN005210	Harold Stark	APP036115	8/2/2016	950017370	TRASH-REFUND	Refund	9.06		
VEN005211	Sarah Anthony	APP036116	8/2/2016	950017370	TRASH-REFUND	Refund	0.70		
VEN005211	Sarah Anthony	APP036116	8/2/2016	950017370	TRASH-REFUND	Refund	7.92		
VEN005228	Josh Stutesman	APP036118	8/2/2016	950017370	TRASH-REFUND	Refund	0.07		
VEN005228	Josh Stutesman	APP036118	8/2/2016	950017370	TRASH-REFUND	Refund	0.75		
Subtotal for Trash							212,700.85		
Subtotal for Fund 950 Trash							212,700.85		
Posted Invoices Total							3,373,038.06		

ORDINANCE NUMBER 16-29

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1609-PUD-14**), 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. 1609-PUD-14** 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 _____, 2016;

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

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

Section 1. Applicability of Ordinance.

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

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

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the SF-3: Single-Family Medium Density District (the "Underlying Zoning District").

Section 5. General Regulations. The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below.

- 5.1 Minimum Lot Area: 7,000 square feet
- 5.2 Minimum Building Setback Lines:
 - A. Front Yard: 10 feet
 - B. Side Yard: 5 feet
 - C. Rear Yard: 10 feet
- 5.3 Minimum Lot Width: 60 feet

Section 6. Development Standards.

- 6.1 Homes constructed on the Real Estate shall be substantially consistent with the architectural style and character represented in the illustrative exhibits included as **Exhibit C** (the “Illustrative Exhibits”), attached hereto.
- 6.2 The front door of Lot 1, as identified on the Concept Plan, shall face North Union Street. The front doors of all other Lots shall face West Hoover Street.
- 6.3 All homes constructed on the Lots shall incorporate a prominent front porch with a minimum depth of four (4) feet and minimum size of thirty-six (36) square feet.
- 6.4 Garages on Lots 2, 3, 4 and 5 shall be: (1) side-load, (2) rear-load, or (3) front-load (as long as the garage is setback a minimum of twenty (20) feet behind the primary front elevation). Garage door(s) on Lot 1 shall not be permitted to face North Union Street.
- 6.5 Vinyl and aluminum shall not be permitted primary exterior building materials.

Section 7. Design Standards. The standards of Chapter 8: Design Standards shall apply to the development of the District, except as otherwise modified below.

- 7.1 Article 8.6 Open Space and Amenity Standards: shall not apply.
- 7.2 Article 8.7(D) Perimeter/External Pedestrian Network Standards: Sidewalks currently exist along North Union Street and West Hoover Street. As a result, no additional pedestrian facilities shall be required.
- 7.3 Article 8.9 Street and Right-of-Way Standards: The District shall comply with requirements of the Thoroughfare Plan unless otherwise agreed by the Director of the Westfield Department of Public Works. The District shall be designed in substantial compliance with the Concept Plan. Each Lot in the District shall be accessed from West Hoover Street.

Section 8. Processes & Permits. The standards of Chapter 10: Processes & Permits shall apply to the development of the District, except as otherwise modified below.

- 8.1 Article 10.12 Subdivision: The subdividing of the Real Estate in accordance with the Concept Plan shall be a Minor Subdivision.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 16-##** was delivered to the Mayor of Westfield

on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 16-##**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 16-##**

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

This document prepared by: Matthew S. and Teresa O. Skelton
547 N. Union Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Matthew S. Skelton).

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Illustrative Exhibits

EXHIBIT A
REAL ESTATE

Parcel A

A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID QUARTER SECTION 148.50 FEET TO THE SOUTHEAST CORNER OF THE REAL ESTATE CONVEYED TO LOWELL & MABLE WHICKER BY WARRANTY DEED RECORDED IN DEED RECORD 235, PAGE 168 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 88 DEGREES 58 MINUTES 39 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION AND ALONG THE SOUTH LINE OF SAID WHICKER REAL ESTATE 189.54 FEET TO A 5/8" REBAR WITH YELLOW CAP; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 125.04 FEET TO A 5/8" REBAR WITH YELLOW CAP ON THE SOUTH LINE OF THE REAL ESTATE CONVEYED FOR HOOVER STREET RIGHT OF WAY; THENCE NORTH 87 DEGREES 48 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 151.60 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 13 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 23.34 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 32 SECONDS EAST 40.07 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 58 MINUTES 39 SECONDS EAST 25.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.561 ACRES, MORE OR LESS.

Parcel B

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX (36) IN TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST AND RUNNING THENCE WEST TWENTY-SIX (26) RODS, THENCE SOUTH NINE (9) RODS; THENCE EAST TWENTY-SIX (26) RODS; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT:

BEGIN AT A POINT EIGHTEEN (18) RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST AND RUN WEST EIGHT (8) RODS; SOUTH NINE (9) RODS; EAST EIGHT (8) RODS; NORTH NINE (9) RODS TO THE PLACE OF BEGINNING, CONTAINING 0.45 ACRES MORE OR LESS IN HAMILTON COUNTY, STATE OF INDIANA, EXCEPTING TEN (10) FEET BY PARALLEL LINES OFF THE NORTH SIDE OF SAID PARCEL.

ALSO EXCEPT:

A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID QUARTER SECTION 148.50 FEET TO THE SOUTHEAST CORNER OF THE REAL ESTATE CONVEYED TO LOWELL &

MABLE WHICKER BY WARRANTY DEED RECORDED IN DEED RECORD 235, PAGE 168 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 88 DEGREES 58 MINUTES 39 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION AND ALONG THE SOUTH LINE OF SAID WHICKER REAL ESTATE 189.54 FEET TO A 5/8" REBAR WITH YELLOW CAP; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 125.04 FEET TO A 5/8" REBAR WITH YELLOW CAP ON THE SOUTH LINE OF THE REAL ESTATE CONVEYED FOR HOOVER STREET RIGHT OF WAY; THENCE NORTH 87 DEGREES 48 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 151.60 FEET; THENCE SOUTH 33 DEGREES 22 MINUTES 13 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 23.34 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 32 SECONDS EAST 40.07 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 58 MINUTES 39 SECONDS EAST 25.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.561 ACRES, MORE OR LESS.

Parcel C

BEGIN AT A POINT EIGHTEEN (18) RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST AND RUN WEST EIGHT (8) RODS; SOUTH NINE (9) RODS; EAST EIGHT (8) RODS; NORTH NINE (9) RODS TO THE PLACE OF BEGINNING, IN HAMILTON COUNTY, STATE OF INDIANA, EXCEPTING TEN (10) FEET BY PARALLEL LINES OFF THE NORTH SIDE OF SAID PARCEL.

EXHIBIT B
CONCEPT PLAN

[See following page.]

EXHIBIT C
ILLUSTRATIVE EXHIBITS







RESOLUTION 16-119

RESOLUTION REGARDING A LOCAL OPTION INCOME TAX FOR PUBLIC SAFETY PURPOSES

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

WHEREAS, the Council has the duty and authority to maintain a high level of public safety throughout the City and fire protection throughout Washington Township; and,

WHEREAS, Indiana law provides for a Local Option Income Tax (“LOIT”) of up to One Quarter of One Percent (.25) to be allocated to Public Safety concerns if adopted by the Hamilton County Council and allocated .

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

- Section 1.** That the City hereby petitions the Hamilton County Council to adopt a LOIT tax pursuant to I.C. 6-3.5-1.1-24.
- Section 2.** That the LOIT be used for and distributed pursuant to I.C.6-3.5-11.25 and distributed .
- Section 3.** This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this manual and amendments thereof are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2016.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 16-XXX was delivered to the Mayor of Westfield
on the _____ day of _____, 2016, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 16-XXX I hereby VETO RESOLUTION 16-XXX
this _____ day of _____, 2016. this _____ day of _____, 2016.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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

ORDINANCE 16-13

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49, ORDINANCE 08-05, ORDINANCE 09-17, ORDINANCE 10-01, ORDINANCE 10-05, ORDINANCE 10-08, ORDINANCE 10-19, ORDINANCE 11-01, ORDINANCE 12-10, ORDINANCE 13-03, ORDINANCE 13-06, ORDINANCE 13-08, ORDINANCE 14-02, ORDINANCE 14-16, ORDINANCE 14-44, ORDINANCE 15-29, ORDINANCE 15-34, ORDINANCE 15-35, ORDINANCE 15-36 AND TITLE 16 - LAND USE CONTROLS

WHEREAS, The City of Westfield, Indiana and the Township of Washington, both of Hamilton County, Indiana are subject to the Westfield-Washington Township Zoning Ordinance;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Docket 1409-PUD-15), filed with the Commission requesting an amendment to Ordinance 06-49, enacted by the Town Council on October 9, 2006 , and amended by (i) Ordinance 08-05, enacted by the City Council on February 11, 2008 (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009; (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010; (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010; (v) Ordinance 10-08, enacted by the City Council on May 24, 2010; (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010; (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011; (viii) Ordinance 12-10, enacted by the City Council on April 9, 2012; (ix) Ordinance 13-03, enacted by the City Council on February 11, 2013; (x) Ordinance 13-06, enacted by the City Council on March 11, 2013; (xi) Ordinance 13-08, enacted by the City Council on March 25, 2013; (xii) Ordinance 14-02, enacted by the City Council on February 24, 2014 Ordinance 14-02; (xiii) Ordinance 14-16, enacted by the City Council on May 12, 2014 and (xiv) Ordinance 14-44, enacted by the City Council on September 22, 2014; (xv) Ordinance 15-29, enacted by the City Council on October 12, 2015; (xvi) Ordinance 15-34, enacted by the City Council on November 23, 2015; (xvii) Ordinance 15-35, enacted by the City Council on November 23, 2015; (xviii) Ordinance 15-36, enacted by the City Council on January 11, 2016 (collectively, the “Bridgewater PUD Ordinance”);

WHEREAS, the Commission took action to forward said petition (Docket 1604-DDP-13) to the Westfield City Council (the “Council”) with a favorable recommendation (by a vote of 8 in favor and 0 opposed) in accordance with Ind. Code § 36-7-4-608, as required by Ind. Code § 36-7-4-1505, on August 1, 2016;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the City Council on August 2, 2016; and

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

**NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL
THAT THE BRIDGEWATER PUD ORDINANCE AND TITLE 16 OF THE
WESTFIELD CODE OF ORDINANCES BE AMENDED AS FOLLOWS:**

SECTION 1. The Bridgewater PUD Ordinance is hereby amended so that the standards established in what is attached hereto and incorporated herein by reference as Exhibit “A” are applicable to the real estate described in what is attached hereto and incorporated herein by reference as Exhibit “B” and Exhibit “B-2” (the “Real Estate”). In all other respects, the Bridgewater PUD Ordinance shall remain in effect and unchanged.

SECTION 2. Upon motion duly made and seconded, this Ordinance 16-13 was fully passed by members of the Council this ____ day of _____, 2016. Further, this Ordinance 16-13 shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict with this Ordinance 16-13 are hereby amended. To the extent that this Ordinance 16-13 conflicts with the terms of any previously-adopted ordinance or part thereof, the terms of this Ordinance 16-13 shall prevail.

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

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2016.

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark F. Keen

Mark F. Keen

Mark F. Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy 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: Richard Thomason

I hereby certify that ORDINANCE No. 16-13 was delivered to the Mayor of Westfield

on the _____ day of _____, 2016, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE No. 16-13

This _____ day of _____, 2016.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE No. 16-13

this _____ day of _____, 2016.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

This document prepared by: Richard Thomason, R.E. Thomason & Associates, 7202 East 87th Street,
Indianapolis, IN 46256 (317.913.2160)

EXHIBIT “A”

DEVELOPMENT STANDARDS FOR PROFESSIONAL BUILDING USES. The below terms, conditions, and provisions shall apply only to the use and development of the Real Estate.

A. Parking:

1. Minimum Parking Space Size: 9’x18’
2. Parking Lot shall be allowed within required yards

B. Landscaping Requirements: *Section 11 – Landscaping* of the Bridgewater PUD Ordinance (Ord. 06-49) shall not apply to the Real Estate. Required landscaping shall be in substantial compliance with the Landscape Plan illustrated in what is attached hereto and incorporated herein by reference as Exhibit “C”.

C. Signage: *Section 14 – Signage* of the Bridgewater PUD Ordinance (Ord. 06-49), and any subsequent Bridgewater PUD amendments shall apply to the Real Estate, except as modified herein:

1. The signage permitted under *Ordinance 14-02, Exhibit A, Article N* shall be modified to substantially comply with what is attached hereto and incorporated herein by reference as Exhibit “D” of this Ordinance.
2. A tenant sign shall be allowed at the western entrance to the Real Estate from Market Center Drive. The sign shall include spaces for up to five (5) individual tenant panels and shall substantially comply with what is depicted as the “West Entry Sign Pier” on what is attached hereto and incorporated herein by reference as Exhibit “E” of this Ordinance.
3. All Wall Sign standards under *Westfield Unified Development Ordinance, Article 6.17* shall apply to the Real Estate, except as modified herein:
 - a. Maximum letter/logo height: Sixteen (16) inches
 - b. All Wall Signs shall be backlit reverse channel letters.

EXHIBIT “B”

Legal Description: Lot 3 of the Replat of Lots 2 & 3 Bridgewater Marketplace Section 3

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 18 North, Range 4 East, Washington Township, Hamilton County, Indiana, and more particularly described as follows:

Lot 3 of the Replat of Lots 2 & 3 Bridgewater Marketplace Section 3 recorded as Instrument Number 2015054146 in the Office of the Recorder in Hamilton County, Indiana.

THIS INSTRUMENT PREPARED BY:

DENNIS D. OLMSTEAD, PLS
STOEPPELWERTH & ASSOCIATES, INC.
7965 EAST 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

RE-PLAT OF LOTS 2 & 3 BRIDGEWATER MARKETPLACE SECTION 3

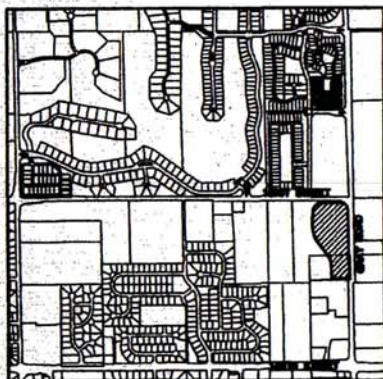
OWNER/SUBDIVIDER:
THROGMARTIN-HENKE DEVELOPMENT, LLP
3535 EAST 161ST STREET
CARMEL, INDIANA 46033
PHONE: (317) 399-2490
CONTACT: DAVID R. MENNEL

SOURCE OF TITLE: WARRANTY DEED
WARRANTY DEED: INSTR. #2007-008497
INSTR. #2005-00019843
INSTR. #2006-00006907

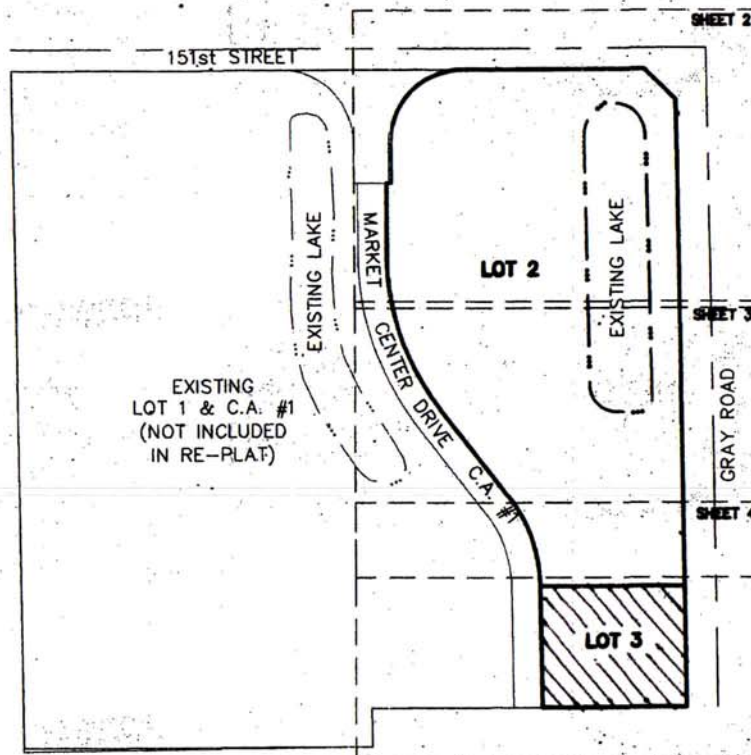
ZONING: P.U.D.

(BRIDGEWATER MARKETPLACE SECTION 3 PREVIOUSLY RECORDED AS
INSTRUMENT #2013048576, PLAT CABINET #5, SLIDE #108
IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA)
WASHINGTON TOWNSHIP, HAMILTON COUNTY
(SECTION 17, TOWNSHIP 18 NORTH, RANGE 4 EAST)


Dennis D. Olmstead
Registered Land Surveyor
No. 900012



VICINITY MAP
NOT TO SCALE



LEGEND

D.U.&S.E. DRAINAGE, UTILITY & SEWER
EASEMENT
U.E. UTILITY EASEMENT
B.L. BUILDING LINE
C.A. COMMON AREA
I.E.E. INGRESS-EGRESS EASEMENT
R/W RIGHT OF WAY
VAR. VARIABLE

KEY MAP

SCALE: 1" = 200'

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD	DELTA
C1	316.88'	473.00'	164.64'	N19°14'27"W	310.99'	38°23'04"
C2	334.97'	500.00'	174.04'	S19°14'27"E	328.74'	38°23'04"
C3	353.73'	528.00'	183.79'	S19°14'27"E	347.15'	38°23'04"
C4	184.15'	250.00'	85.16'	S19°37'22"E	161.22'	37°37'13"
C6	156.57'	118.84'	91.72'	S37°15'07"W	145.67'	74°51'15"
C7	159.98'	103.79'	100.78'	S45°16'22"E	144.61'	88°19'00"
C9	145.79'	222.03'	75.63'	S19°36'12"E	143.18'	37°37'13"
C10	194.65'	296.45'	100.98'	N19°37'23"W	191.17'	37°37'13"
C11	220.49'	140.00'	140.58'	S44°59'58"W	198.40'	90°14'13"

SUBDIVISION MONUMENTATION

MONUMENTS THAT ARE SHOWN ON THIS PLAT HAVE BEEN SET IN PLACE PRIOR TO THE RECORDATION OF THIS PLAT. MONUMENTS THAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT HAVE NOT BEEN SHOWN. AN AFFIDAVIT, CROSS-REFERENCED TO THIS RECORDED PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008" SHALL BE SET AT ALL LOT OR PARCEL CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

- DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008".
- DENOTES A 2" MAG NAIL WITH WASHER STAMPED "S&A FIRM #0008".
- DENOTES A STREET CENTERLINE MONUMENT. EITHER A "COPPERWELD", A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL, TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER).

INTERIOR PARKING LOT PLANTING TABLE

10% OF VEHICULAR USE AREA SHALL BE LANDSCAPED AREA. PARKING LOT ISLANDS SHALL INCLUDE AT LEAST 1 TREE AND 4 SHRUBS.

SYMBOL	PARKING SPACES	LANDSCAPED AREA PROVIDED	LANDSCAPED AREA REQUIRED	TREES PROVIDED	TREES REQUIRED	SHRUBS PROVIDED	SHRUBS REQUIRED
	16	2,527SF	2,811SF	6	5	24	24

PERIMETER PARKING LOT PLANTING TABLE

MIN. 5' WIDE. MIN. 1 TREE/30 LFT. 1 SHRUB/3 LFT.

SYMBOL	TOTAL LENGTH	TREES NEEDED	TREES PROVIDED	SHRUBS NEEDED	SHRUBS PROVIDED
	476'	15.9	8	73 O.C.	100

ROAD FRONTAGE PLANTING TABLE

MIN. 1 SHADE TREE/40'

SYMBOL	TOTAL LENGTH	SHADE TREES NEEDED	SHADE TREES/ORNAMENTALS PROVIDED
	709'	17.7	11

BUFFER YARD PLANTING TABLE

MIN. 1 EVERGREEN TREE/30 LFT. 5 EVERGREEN SHRUBS/30 LFT.

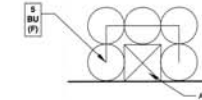
SYMBOL	TOTAL LENGTH	EVERGREEN TREES NEEDED	EVERGREEN TREES PROVIDED	EVERGREEN SHRUBS NEEDED	EVERGREEN SHRUBS PROVIDED
	276'	9.2	10	48.3	31

ON-SITE PLANTING TABLE

MIN. 10 SHADE TREES/ACRE. 10 ORNAMENTAL TREES/ACRE. 25 SHRUBS/ACRE.

TOTAL AREA	SHADE/EVERGREEN TREES NEEDED	SHADE TREES PROVIDED BY ROAD FRONTAGE PLANTING	ORNAMENTAL/EVERGREEN TREES NEEDED	EVERGREEN TREES PROVIDED BY BUFFER YARD PLANTING	SHRUBS NEEDED	SHRUBS PROVIDED
1.53 ACRE	15.3	18	15.3	16	38.25	36

SYMBOL	DESCRIPTION	PLANT QUANTITY	PLANT TYPE	REQ. LOCATION
(IP)	INTERIOR PARKING LOT REQUIREMENTS			
(PP)	PERIMETER PARKING LOT REQUIREMENTS			
(RF)	ROAD FRONTAGE REQUIREMENTS			
(BY)	BUFFER YARD REQUIREMENTS			
(F)	FOUNDATION PLANTS			

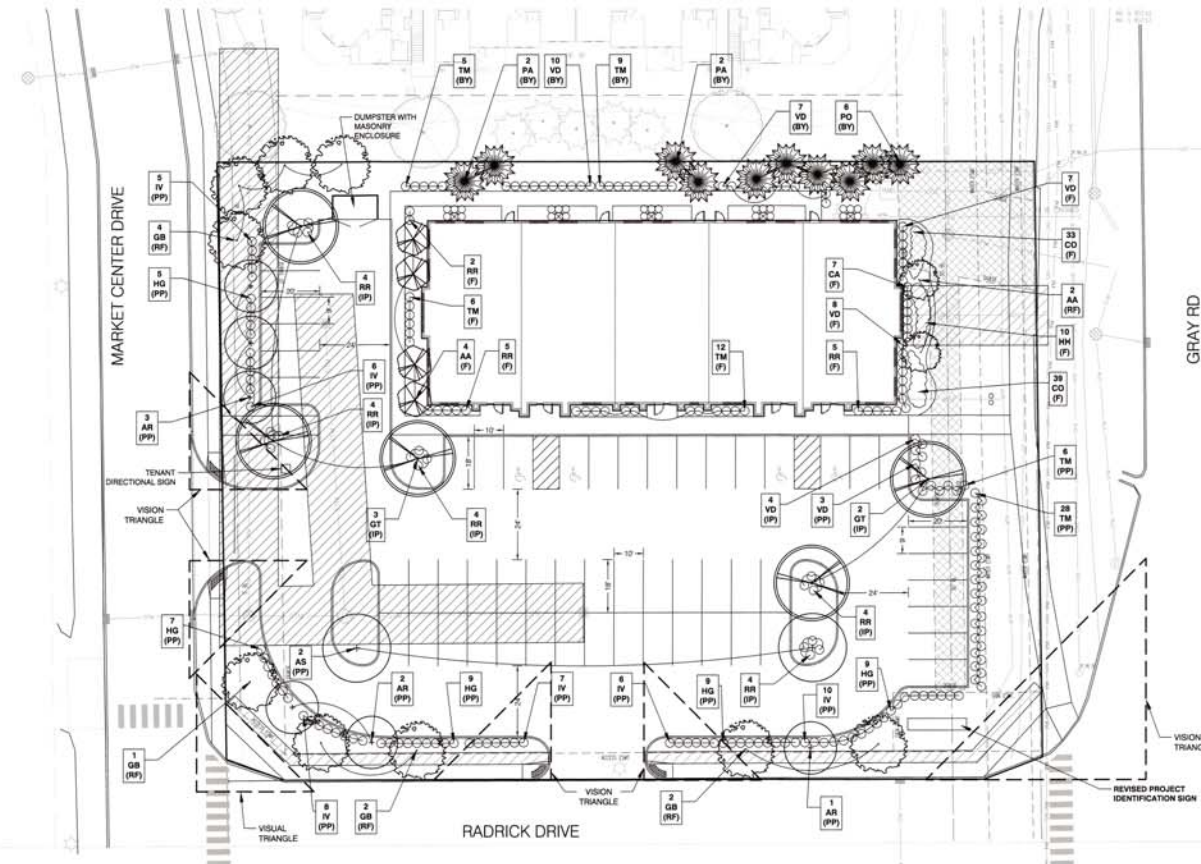


02 TYPICAL AC UNIT SCREENING

L1.01

1/4"=1'-0"

OPEN SPACE: 39.4%
PARKING SPACE: 55



PLANT SCHEDULE

KEY	QTY	PLANT NAME	SIZE	SPACING	NOTES
AA	6	AMELANCHER x GRANDIFLORA AUTUMN BRILLIANCE	1 1/2' CAL.	AS SHOWN	FULL, UN-SHEARED
AR	6	ACER RUBRUM ARMSTRONG ARMSTRONG RED MAPLE	2 1/2' CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
AS	2	ACER SACCHARINUM GREEN MOUNTAIN GREEN MOUNTAIN MAPLE	2 1/2' CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
BU	25	BURKUS x GREEN VELVET GREEN VELVET BOKWOOD	NO. 3 CONT.	AS SHOWN	FULL, MATCH, UN-SHEARED
CA	7	CALAMAGROSTIS x ACUTIFLORA KARL FORSTER KARL FORSTER FEATHER REED GRASS	24" TALL	36" O.C.	
CO	72	CORCOPHIS G. EARLY SUNRISE EARLY SUNRISE CORCOPHIS	1 GAL.	18" O.C.	
GB	9	GRINGO BELLO PRINCE OF BENTLEY PRINCE OF BENTLEY GRASS	2 1/2' CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
GT	5	GLETTISIA TRICANTHOSIS 'SKYCOLE' SKYLINE HONEYLOCUST	2 1/2' CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
HG	39	HYDRANGEA M. ENDLESS SUMMER TWIST-N-SHOUT TWIST-N-SHOUT HYDRANGEA	24" TALL	36" O.C.	
HR	41	HEMEROCALLIS HAPPY RETURNS! HAPPY RETURNS! YELLOW DAYLILY	1 GAL.	18" O.C.	
IV	42	ITEA VIRGINICA VIRGINIA SWEETSPYRE	24" TALL	36" O.C.	
PA	4	PICEA ABIES NORWAY SPRUCE	8'-7" HT.	AS SHOWN	FULL TO GROUND, MATCHED UN-SHEARED, STRAIGHT TRUNK
PO	6	PICEA OMORICA BERLIN SPRUCE	8'-7" HT.	AS SHOWN	FULL TO GROUND, MATCHED UN-SHEARED, STRAIGHT TRUNK
RR	28	ROSA 'WATKINS' PINK DOUBLE KNOCK OUT ROSE	18-24" HT.	36" O.C.	
TM	66	TAKUS x MEDIA CENSIFORMIS DENSE SPREADING YEW	18-24" HT.	36" O.C.	FULL TO GROUND, UN-SHEARED
VO	39	VERBENAM DENTATUM BLUE MUFFIN BLUE MUFFIN VERBENAM	18-24" HT.	36" O.C.	

CERTIFICATION

GILMORE

WESTFIELD, INDIANA

LANDSCAPE PLAN

PROJECT: KPA-16502

DRAWN: YL

CHECKED: KKP/JML

SCALE: AS SHOWN

ISSUE DATE: 03/03/2016

REVISION: 04/18/2016

06/01/2016

SITE LANDSCAPE PLAN

L1.01

01 SITE LANDSCAPE PLAN

L1.01

1"=20'-0"

EXHIBIT 'C'



S1a

Scale: 1/2"=1'



SIDE VIEW



BEFORE



Scale: 1/8"=1'

AFTER



Scale: 1/4"=1'

Fabricate/Install (2) Internally Illuminated Multi-Tenant Cabinets
 5" Deep Aluminum Tube/ Angle Frame With .080" Aluminum cladding - Painted Black
 Inside Of Cabinet Painted White
 1 1/2" Aluminum Retainers and Divider Bars - Painted Black
 3/16" White Polycarbonate Faces with Custom Cut Vinyl Graphics - Clean Vector Art And specs supplied by Tenants
 Illuminated with AVL 6500K White LED's
 Attached to Existing Monument with Lag/Shield or Stud Fasteners

*Detailed Field Survey Required Prior to Fabrication
 *Phone Number on Leasing Panel is Place Holder Text. Client to Provide Correct Number.

EXHIBIT "D"

JOB NUMBER	20549
JOB NAME	Bridgewater
SALES REP	Charley Hunt
LOCATION	Carmel, IN
DATE	7-1-16
FILE NAME	brid_20549_v5

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DESIGN • FABRICATION • INSTALLATION • SERVICE

PAGE 1 OF 1

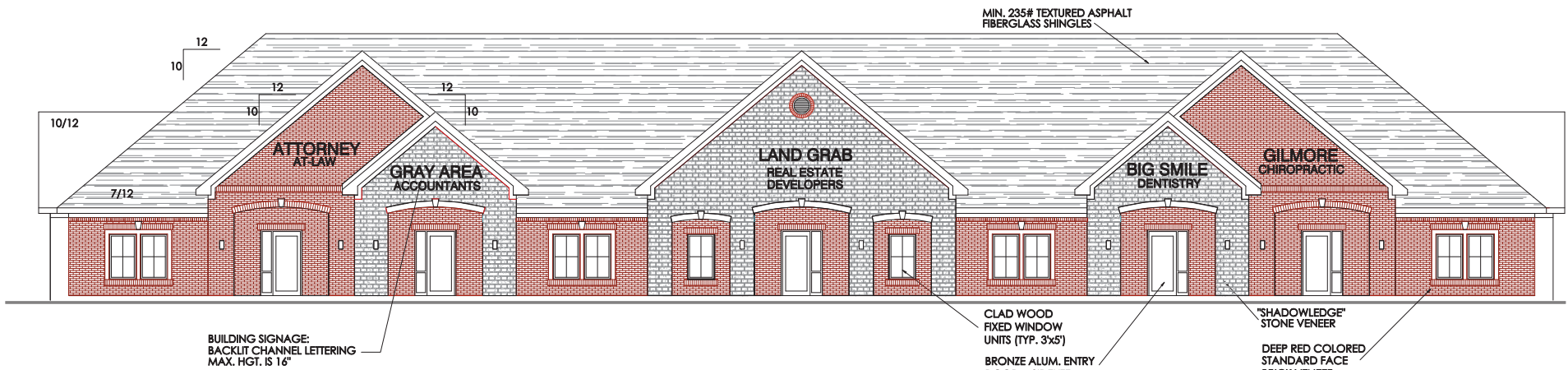
DESIGNED BY: JH
 REVISED LAST BY: JH

APPROVED BY _____ DATE _____

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PH: 317.251.1219

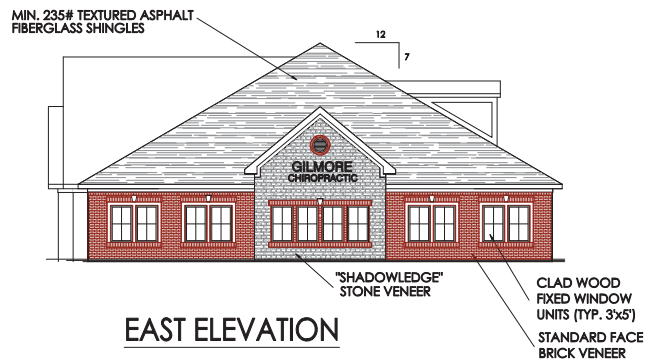
6468 Rucker Road, Indianapolis, IN 46220



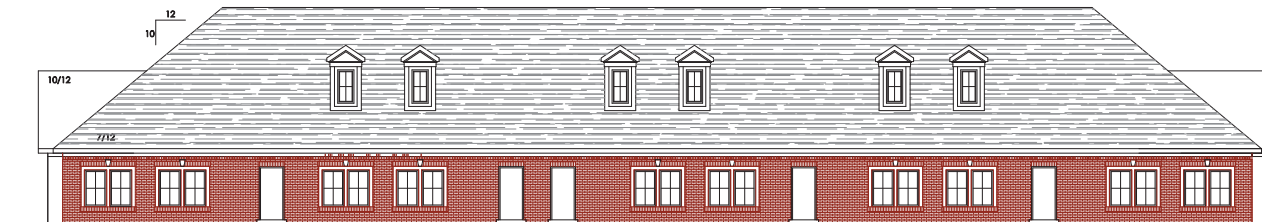
SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



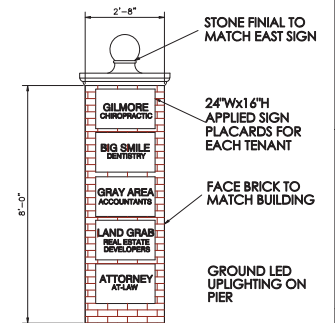
WEST ELEVATION



EAST ELEVATION



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



WEST ENTRY SIGN PIER

These drawings are prepared for the project described herein and are not to be used for any other project without the written consent of the architect.

FOR DR. JUSTIN GILMORE

RADRICK PROFESSIONAL BUILDING

WESTFIELD, INDIANA

N. Gray Road & Radrick Dr.

PROJECT: 1001
DATE: 5 JULY 16
REVISIONS:

r.a. thomson & associates, p.c.
architects & interior designers
7502 East 67th Street
Indianapolis, IN 46226
317.913.2180
317.913.2155

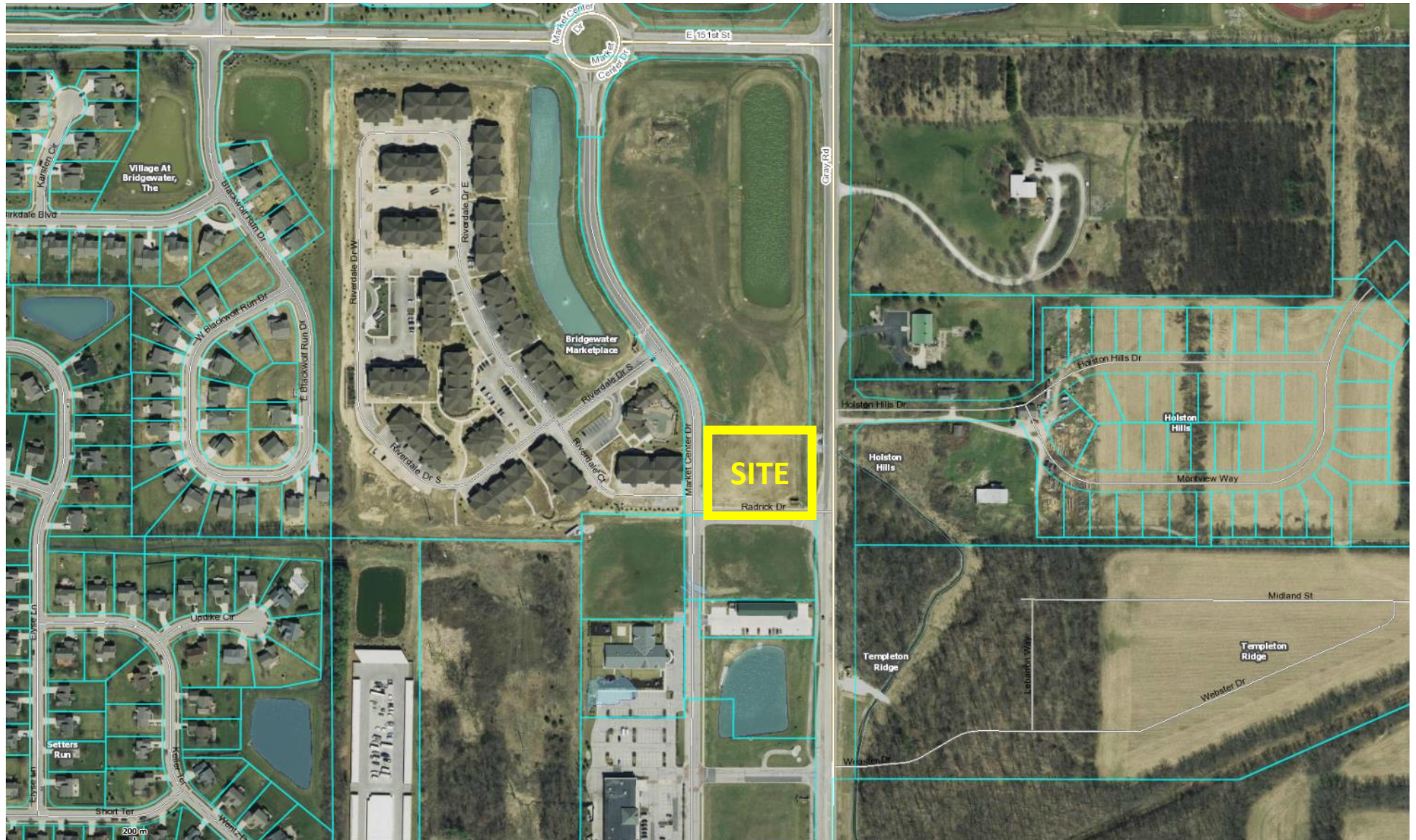
PRELIMINARY DESIGN

EXHIBIT "E"

A-1

Bridgewater PUD Amendment – Parcel M3

1606-PUD-08 & 1604-DDP-13



S1a

Scale: 1/2"=1'



SIDE VIEW



BEFORE



Scale: 1/8"=1'

AFTER



Scale: 1/4"=1'

Fabricate/Install (2) Internally Illuminated Multi-Tenant Cabinets
5" Deep Aluminum Tube/ Angle Frame With .080" Aluminum cladding - Painted Black
Inside Of Cabinet Painted White
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Illuminated with AVL 6500K White LED's
Attached to Existing Monument with Lag/Shield or Stud Fasteners

*Detailed Field Survey Required Prior to Fabrication
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EXHIBIT "D"

JOB NUMBER	20549
JOB NAME	Bridgewater
SALES REP	Charley Hunt
LOCATION	Carmel, IN
DATE	7-1-16
FILE NAME	brid_20549_v5

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DESIGN • FABRICATION • INSTALLATION • SERVICE

PAGE 1 OF 1

DESIGNED BY: JH

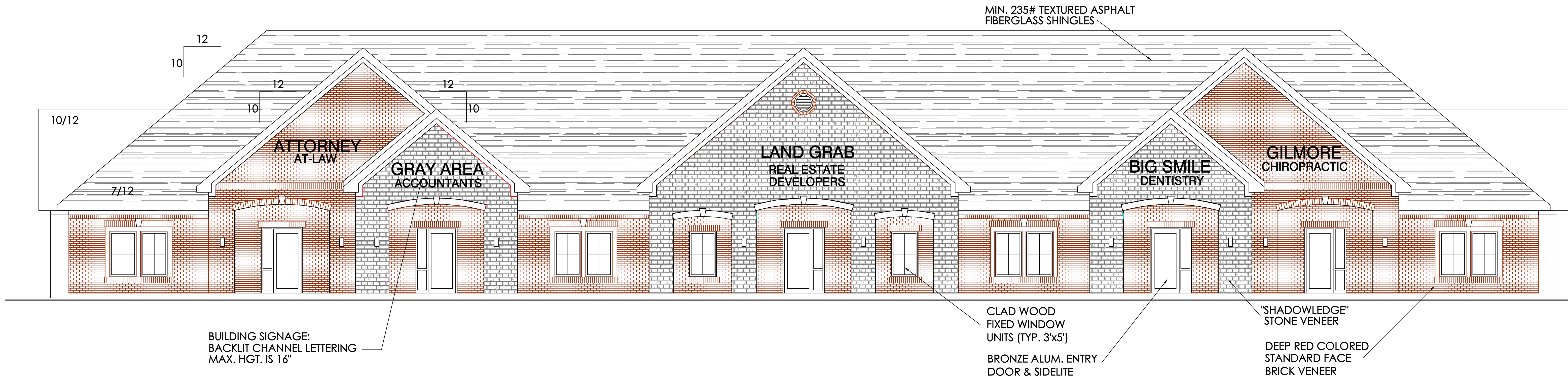
REVISED LAST BY: JH

APPROVED BY _____ DATE _____

ISFSIGNS
isfsigns.com

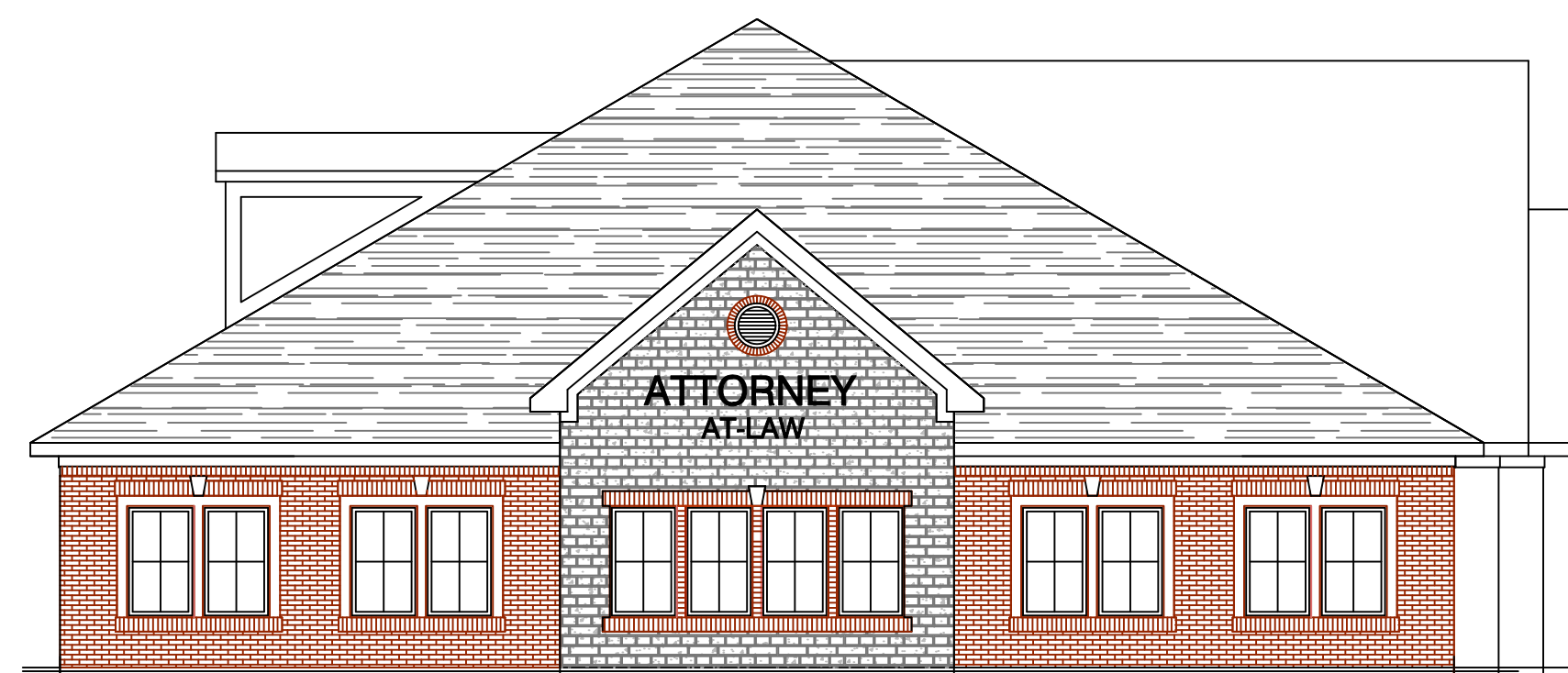
PH: 317.251.1219

6468 Rucker Road, Indianapolis, IN 46220

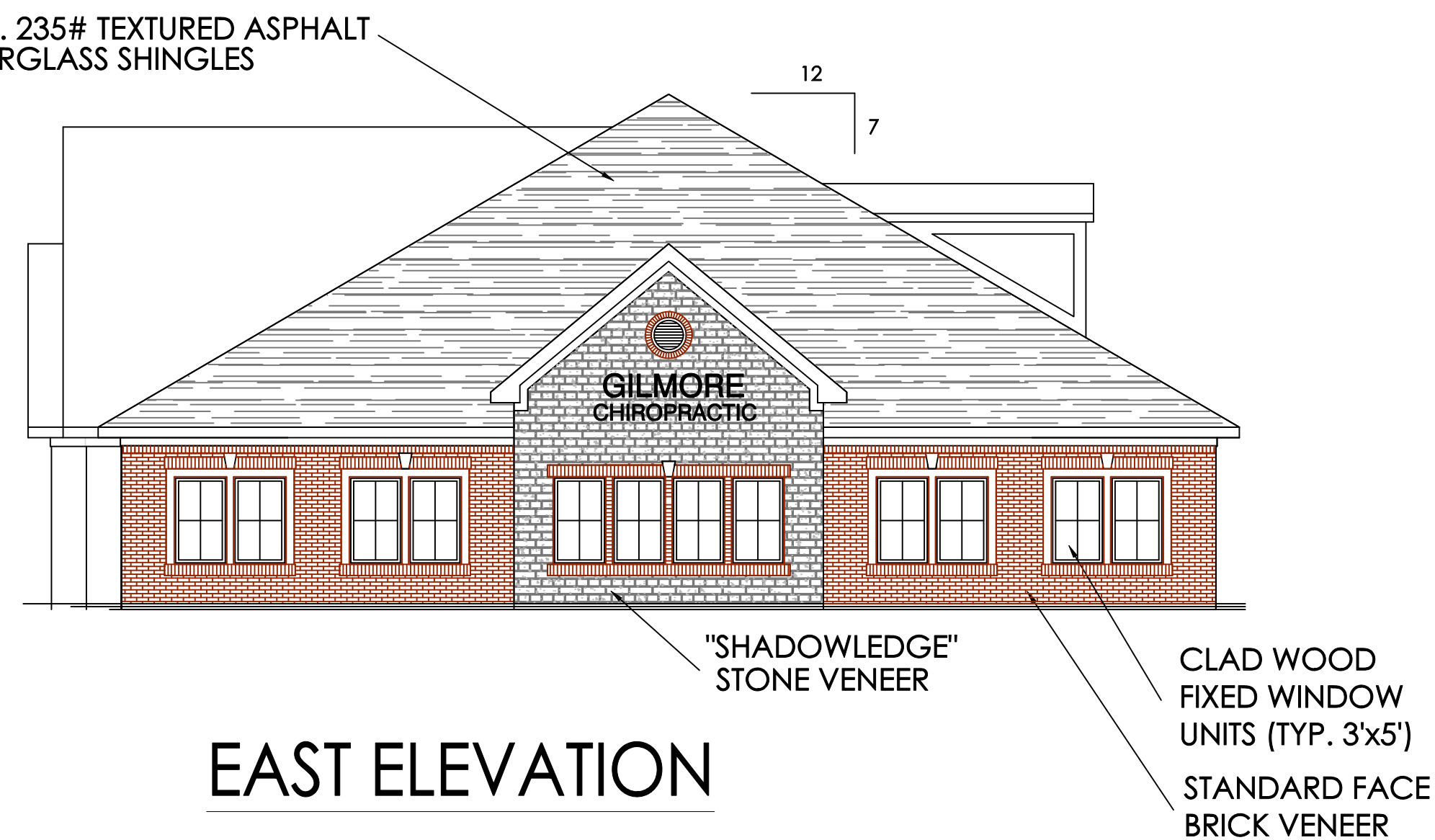


SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



WEST ELEVATION

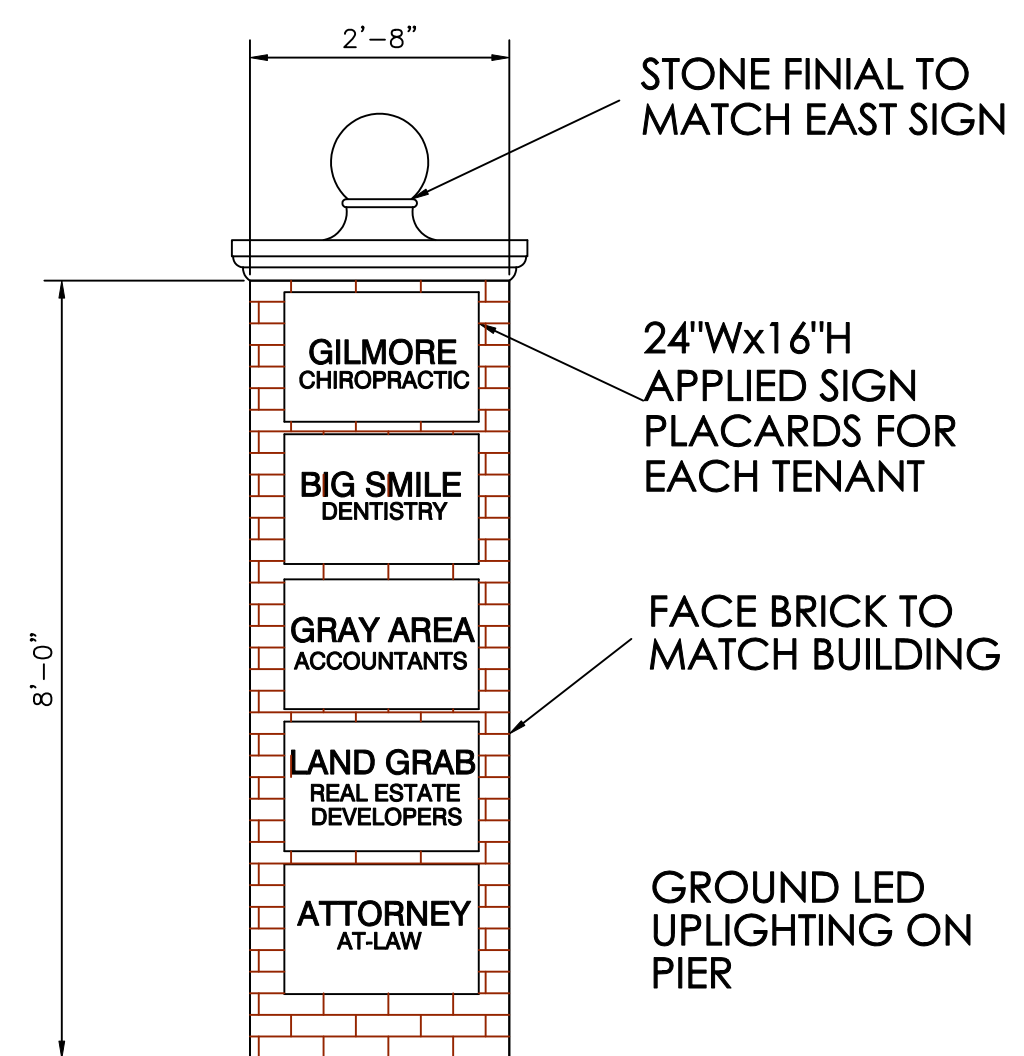


EAST ELEVATION



NORTH ELEVATION

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



WEST ENTRY SIGN PIER



Westfield City Council Report

Ordinance Number:	16-13
APC Petition Number:	1606-PUD-08
Subject Site Address:	<i>NWC Gray Road and Radrick Drive</i>
Petitioner:	Justin Gilmore
Requested Action:	An amendment to development standards for a portion of Parcel M3 of the Bridgewater PUD District.
Current Zoning	Bridgewater PUD
Current Land Use:	Vacant
Approximate Acreage:	1.47 acre +/-
Exhibits:	1. Staff Report 2. Location Map 3. Landscape Plan 4. Signage Exhibit 5. Bridgewater PUD Amendment, Ord. 16-13
Prepared By:	Kevin M. Todd, AICP

PETITION HISTORY

This petition was introduced at the June 13, 2016 City Council meeting. The petitioner held a neighborhood meeting on June 29, 2016. The petition received a public hearing at the July 18, 2016 Advisory Plan Commission (the "APC") meeting. The APC forwarded this petition with a favorable recommendation (Vote: 8-0) at its August 1, 2016 meeting. This petition is eligible for adoption consideration at the August 8, 2016 Council meeting.

PROCEDURAL

Public Hearing: Changes in zoning are required to be considered at a public hearing by the APC. The public hearing for this petition was held at the July 18, 2016 meeting. Notice of the public hearing was provided in accordance with Indiana law and the APC'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.

PROJECT OVERVIEW

The petitioner is requesting an amendment to the Bridgewater PUD Ordinance to modify certain development standards for the development of a multi-tenant office building (the “PUD Amendment”), located at the northwest corner of Gray Road and Radrick Drive (see **Exhibit 2**). Abutting property to the north and west is zoned Bridgewater PUD and is approved for apartment development. Abutting property to the south is zoned Bridgewater PUD and is zoned for commercial development (Bridgewater Marketplace). Property to the east (across Gray Road) is in the City of Noblesville’s jurisdiction, and is zoned for residential uses (R2-PD).

ZONING REQUEST

The petitioner requests this modification to the Bridgewater PUD Ordinance in order to allow the proposed development within Parcel M3.

Development and Design Standards: As proposed, the PUD Amendment would modify the parking stall standards so they align with the City’s current standards, as well as allow parking to encroach the setback lines; add an additional monument/tenant information sign to the property; and modify the landscaping requirements for the site by approving the submitted landscaping plan. The tables below summarize the proposed landscaping modifications, as depicted on the submitted landscaping plan. The submitted landscaping plan complies with all other applicable landscaping requirements.

Perimeter Parking (along Gray Road)	Required	Proposed
Shade/Ornamental Trees	2 shade trees or 4 ornamental trees	0 trees

On-Site Landscaping	Required	Proposed
Shade Trees	15	13

Road Frontage Landscaping (Market Center Drive)	Required	Proposed
Shade Trees	6	4 shade trees; 3 ornamental trees

Road Frontage Landscaping (Radrick Drive)	Required	Proposed
Shade Trees	7	3 shade trees; 4 ornamental trees

Comprehensive Plan: The Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies this Property within the “Local Commercial” land use classification. The Comprehensive Plan is not law; rather, it is intended to serve as a guide in making land use decisions.

MODIFICATIONS SINCE THE COUNCIL INTRODUCTION

1. Formatting and clarification modifications were made to the PUD Ordinance, per staff’s direction and comments. No substantive changes were made.

RECOMMENDATIONS / ACTIONS

APC Recommendation

At its August 1, 2016, meeting, the APC forwarded a favorable recommendation of this change in zoning request to the Council (Vote of: 8 in favor, 0 opposed).

City Council

Introduction: June 13, 2016

Eligible for Adoption: August 8, 2016

Submitted by: Kevin M. Todd, AICP
Economic and Community Development Department

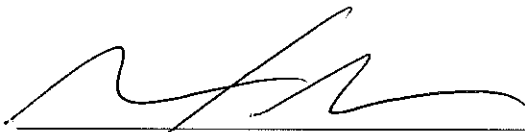
**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, July 18, 2016 to consider an amendment to Bridgewater Planned Unit Development District 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.	1606-PUD-08
Ordinance No.	16-13
Petitioner	Justin Gilmore
Site Location	Northwest corner of Gray Road and Radrick Drive
Description	Petitioner requests an amendment to development standards for a portion of Parcel M3 of the Bridgewater PUD District.

On August 1, 2016, a motion was made and passed to send a favorable recommendation of the change in zoning request, with written commitments, to the City Council (Vote: 8 in favor, 0 opposed).

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



Matthew S. Skelton, Secretary

August 2, 2016

Date

INTERIOR PARKING LOT PLANTING TABLE

10% OF VEHICULAR USE AREAS SHALL BE LANDSCAPED AREA. PARKING LOT ISLANDS SHALL INCLUDE AT LEAST 1 TREE AND 4 SHRUBS.

SYMBOL	PARKING SPACES	LANDSCAPED AREA NEEDED	LANDSCAPED AREA PROVIDED	TREES NEEDED	TREES PROVIDED	SHRUBS NEEDED	SHRUBS PROVIDED
	56	2,527SF	2,811SF	6	5	24	24

PERIMETER PARKING LOT PLANTING TABLE

MIN. 5' WIDE; MIN. 1 TREE/ 30 LFT, 1 SHRUB/ 3 LFT

SYMBOL	TOTAL LENGTH	TREES NEEDED	TREES PROVIDED	SHRUBS NEEDED	SHRUBS PROVIDED
	474'	15.8	8	3' O.C.	100

ROAD FRONTAGE PLANTING TABLE

MIN. 1 SHADE TREE/ 40'

SYMBOL	TOTAL LENGTH	SHADE TREES NEEDED	SHADE TREES/ ORNAMENTAL PROVIDED
	709'	17.7	11

BUFFER YARD PLANTING TABLE

MIN. 1 EVERGREEN TREE / 30' LFT; 5 EVERGREEN SHRUBS/ 30 LFT

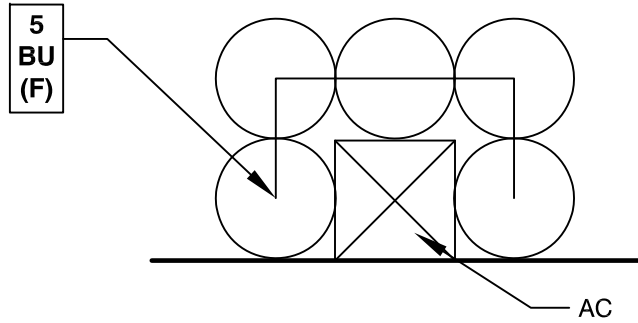
SYMBOL	TOTAL LENGTH	EVERGREEN TREES NEEDED	EVERGREEN TREES PROVIDED	EVERGREEN SHRUBS NEEDED	EVERGREEN SHRUBS PROVIDED
	278	9.2	10	46.3	31

ON-SITE PLANTING TABLE

MIN. 10 SHADE TREES/ ACRE, 10 ORNAMENTAL TREE/ ACRE, 25 SHRUBS/ ACRE

TOTAL AREA	SHADE/ EVERGREEN TREES NEEDED	SHADE TREES PROVIDED BY ROAD FRONTAGE PLANTING	ORNAMENTAL/ EVERGREEN TREES NEEDED	EVERGREEN TREES PROVIDED BY BUFFER YARD PLANTING	SHRUBS NEEDED	SHRUBS PROVIDED
1.53ACRE	15.3	16	15.3	16	38.25	39

SYMBOL	DESCRIPTION	4 AG (SY)	PLANT QUANTITY PLANT TYPE REQ. LOCATION
(IP)	INTERIOR PARKING LOT REQUIREMENTS		
(PP)	PERIMETER PARKING LOT REQUIREMENTS		
(RF)	ROAD FRONTAGE REQUIREMENTS		
(BY)	BUFFER YARD REQUIREMENTS		
(F)	FOUNDATION PLANTS		



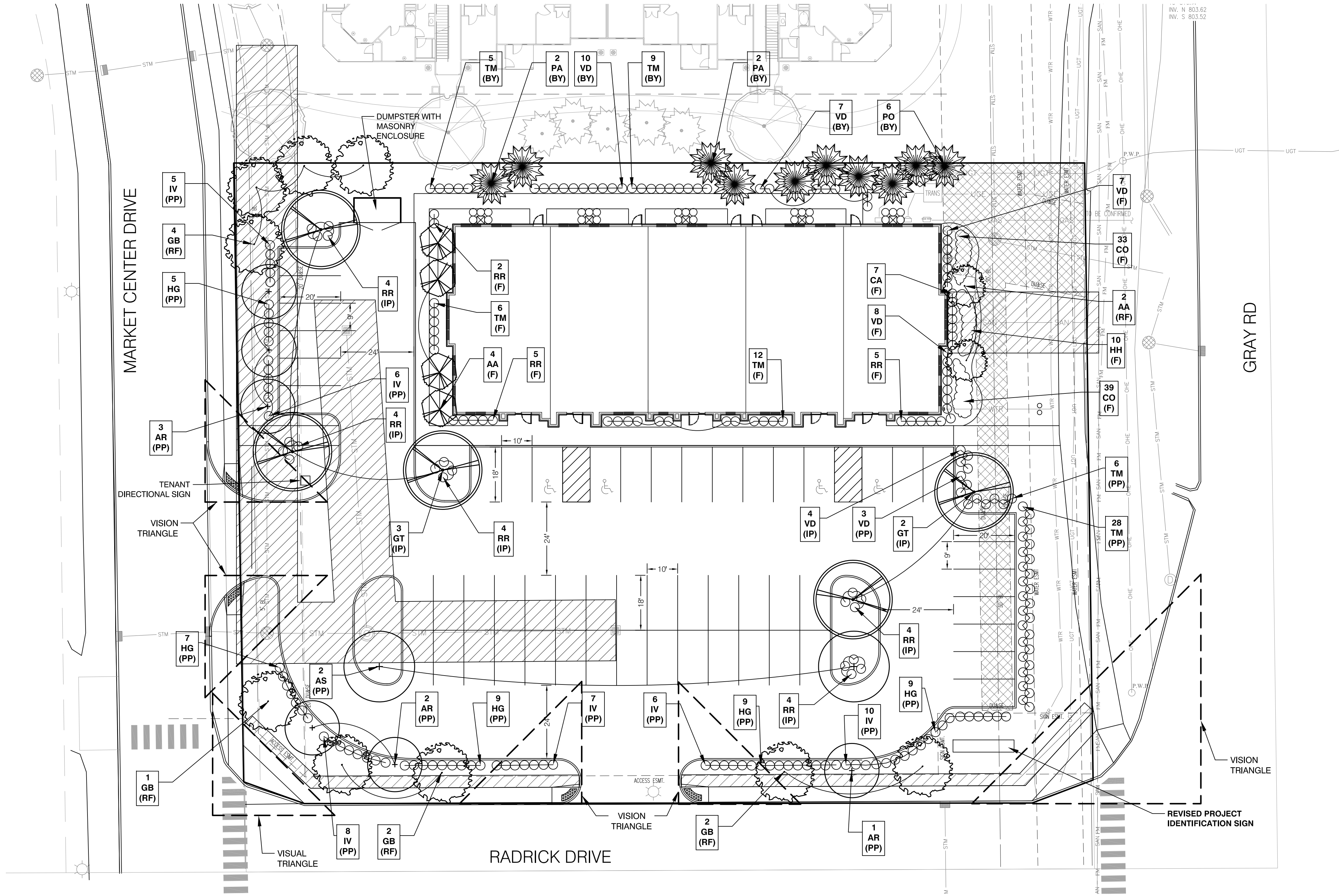
02 TYPICAL AC UNIT SCREENING

L1.01

1/4"=1'-0"



OPEN SPACE: 39.4%
PAKRING SPACE: 55



PLANT SCHEDULE

TREES					
KEY	QTY.	PLANT NAME	SIZE	SPACING	NOTES
AA	6	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE' EASTERN REDBUD	1 1/2" CAL.	AS SHOWN	FULL, UNSHEARED
AR	6	ACER RUBRUM 'ARMSTRONG' ARMSTRONG RED MAPLE	2 1/2" CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
AS	2	ACER SACCHARUM 'GREEN MOUNTAIN' GREEN MOUNTAIN MAPLE	2 1/2" CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
BU	25	BUXUS x 'GREEN VELVET' GREEN VELVET BOXWOOD	NO. 3 CONT.	AS SHOWN	FULL, MATCH, UNSHEARED
CA	7	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS	24" TALL	36" O.C.	
CO	72	COREOPSIS G 'EARLY SUNRISE' EARLY SUNRISE COREOPSIS	1 GAL	18" O.C.	
GB	9	GINKGO BILOBA 'PRINCETON SENTRY' PRINCETON SENTRY GINKGO	2 1/2" CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
GT	5	GLEDITSIA TRIACANTHOS L. 'SKYCOLE' SKYLINE HONEYLOCUST	2 1/2" CAL.	AS SHOWN	FULL, STRONG STRAIGHT TRUNK
HG	39	HYDRANGEA M 'ENDLESS SUMMER TWIST-N-SHOUT' TWIST-N-SHOUT HYDRANGEA	24" TALL	36" O.C.	
HH	41	HEMEROCALLIS 'HAPPY RETURNS' HAPPY RETURNS YELLOW DAYLILY	1 GAL	18" O.C.	
IV	42	ITEA VIRGINICA VIRGINIA SWEETSPIRE	24" TALL	36" O.C.	
PA	4	PICEA ABIES NORWAY SPRUCE	6-7 HT.	AS SHOWN	FULL TO GROUND, MATCHED UNSHEARED, STRAIGHT TRUNK
PO	6	PICEA OMORIKA SERBIAN SPRUCE	6-7 HT.	AS SHOWN	FULL TO GROUND, MATCHED UNSHEARED, STRAIGHT TRUNK
RR	28	ROSA 'RADTKOPINK' PINK DOUBLE KNOCK OUT ROSE	18-24" HT.	36" O.C.	
TM	66	TAXUS x MEDIA 'DENSIFORMIS' DENSE SPREADING YEW	18-24" HT.	36" O.C.	FULL TO GROUND, UNSHEARED
VD	39	VIBURNUM DENTATUM 'BLUE MUFFIN' BLUE MUFFIN VIBURNUM	18-24" HT.	36" O.C.	

CERTIFICATION

GILMORE

WESTFIELD, INDIANA

LANDSCAPE PLAN

PROJECT: KPA-16502
DRAWN: YL

CHECKED: KKP/JML
SCALE: AS SHOWN
ISSUE DATE: 03/03/2016
REVISION: 03/31/2016
04/18/2016
06/01/2016

SITE LANDSCAPE PLAN

L1.01

01 SITE LANDSCAPE PLAN

L1.01

1"=20'-0"



ORDINANCE NO. 16-33

**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, the City of Westfield Redevelopment Commission (the “Commission”) as Lessee, desires to enter into a 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 Commission has held a public hearing concerning whether to proceed with 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, construction, improvement, 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 6-1.1-17-20.5, 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 payable 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 therefore 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. 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-four (24) years after 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 Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000). 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 6-3.5-6-1 *et. seq.* of distributions of County Option Income Taxes to be received by the City (the “COIT Revenues”). The City hereby pledges to the Commission a portion of the City’s COIT Revenues sufficient for the Commission to pay lease rental payments on the Lease as same become due (the “COIT 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 COIT 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 COIT 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 COIT 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 COIT 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 COIT Revenues, in whole or in part, on a parity with the COIT Pledge for any purpose permitted by law (collectively, “Parity Obligations”). The terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing such Parity Obligations.

Section 2. The Authority is hereby authorized to issues is bonds (the “Bonds”) in an amount not to exceed Thirty-Two Million Dollars (\$32,000,000) for the Project. The Bonds shall be payable from the Commission’s payments to the Authority pursuant to the terms of the Lease.

Section 3. The Commission and the Authority are each hereby authorized to publish notice of such determinations as required by law.

Section 4. This Ordinance shall be in effect from and after its passage 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 AUGUST, 2016, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

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

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 16-__ was delivered to the Mayor of Westfield on the ____ day of _____, 2016, at __:__ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 16-__
this ____ day of _____, 2016
at __:__ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 16-__
this ____ day of _____, 2016
at __:__ __.m.

J. Andrew Cook, Mayor

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

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

ORDINANCE NO. 16-31

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

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

WHEREAS, the City intends to enter or has entered into certain agreements to purchase or lease purchase certain property including but not limited to vehicles and other equipment (the “Project”);

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

WHEREAS, this Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds, which may be issued as a multiple series of bonds, to finance the Project will be in an amount not to exceed Two Million Dollars (\$2,000,000);

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

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

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

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

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

which the bonds are issued)” in the aggregate principal amount not to exceed Two Million Dollars (\$2,000,000) (the “Bonds”).

(c) The Bonds shall be sold at a price of not less than 99.00% of the par value thereof, and each issued in fully registered form in denominations of \$5,000 or integral multiples thereof, numbered consecutively from R-1 upward, dated as of the issue date and shall bear interest at a rate or rates estimated not to exceed five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2017, or as otherwise determined appropriate by the Municipal Advisor to the City. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 1 and July 1 of each year with a final maturity no later than January 1, 2025 and in such amounts as determined by the Clerk-Treasurer. Following the sale of the Bonds, the City is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

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

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

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

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

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

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

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

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

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

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

No. R- _____ \$ _____

GENERAL OBLIGATION BONDS, SERIES 201__

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	CUSIP
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Westfield, Indiana (the “City”), for value received, hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the City’s obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before June 15, 2017, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 1 and July 1 of each year, commencing July 1, 2017. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

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

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

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

This Bond is one of an authorized issue of bonds of the City with an aggregate principal amount of \$ _____ (the "Bonds"), designated as "General Obligation Bonds, Series 201__." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Common Council of the City of Westfield, Indiana (the "Common Council"), on August 22, 2016 (the "Bond Ordinance") and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, Indiana Code 5-1-14 and Indiana Code 36-4-6 (collectively the "Act"), for the purpose of providing funds to be applied on the Costs of the Project (as defined in the Bond Ordinance), to fund capitalized interest, and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the "Bonds."

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

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

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

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

redemption date. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption.]

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

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

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

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

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

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

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar
Authorized Representative

(end of bond form)

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

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The City of Westfield General Obligation Bonds, Series 2016 Bond Fund is created hereby (the “Bond Fund”). The Clerk-Treasurer is hereby authorized and directed to deposit the balance of the proceeds of the applicable Bonds in a separate fund (the “Acquisition Fund”), and to designate the Acquisition Fund for the applicable Project, to pay for: (1) the cost of the respective Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the designated Acquisition Fund for each of the Project may not be used for any other purpose. The Acquisition Fund shall, in accordance with Indiana Code 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with Indiana Code 5-1-13, either be paid into and become a part of the City’s Bond Fund for the Bonds, or, at the direction of the City, with approval by the Common Council, be used by the City to pay debt service on any other outstanding obligations of the City.

Section 8. Tax Pledge. The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The City covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning July 1, 2017, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

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

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person’s or entity’s use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract

will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

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

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

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

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

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

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

(h) *[Reserved]*.

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

Section 10. Continuing Disclosure. The Clerk-Treasurer is hereby authorized and directed, if necessary, to complete, execute and attest on behalf of the City a Continuing Disclosure Agreement (the "Agreement") that complies with the requirements of SEC Rule

15c2-12. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS 22ND DAY OF AUGUST, 2016, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

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

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 16-09 was delivered to the Mayor of Westfield on the _____ day of _____, 2016, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 16-09

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 16-09

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

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

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

ORDINANCE NO. 16-32

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROPRIATING THE PROCEEDS OF THE CITY OF WESTFIELD, INDIANA GENERAL OBLIGATION BONDS, SERIES 2016 AND ANY INVESTMENT EARNINGS THEREON

WHEREAS, the Common Council of the City of Westfield, Indiana (the “City”), has determined to purchase or lease purchase certain property including but not limited to vehicles and other equipment (the “Project”), all as described in an ordinance adopted by the Common Council of the City (the “Council”) prior in time to the adoption of this ordinance on August 22, 2016; and

WHEREAS, the Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of its City of Westfield, Indiana General Obligation Bonds, Series 2016 (the “Bonds”) to finance the Project, will be in an amount not to exceed Two Million Dollars (\$2,000,000); and

WHEREAS, the Council has determined to issue the Bonds to fund the costs of the Project in an aggregate amount not to exceed Two Million Dollars (\$2,000,000); and

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

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

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

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

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

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

ADOPTED AND PASSED THIS 22ND DAY OF AUGUST, 2016, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

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

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 16-32 was delivered to the Mayor of Westfield on the _____ day of _____, 2016, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 16-32

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 16-32

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

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

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

ORDINANCE NO. 16-32

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF
WESTFIELD, INDIANA, APPROPRIATING THE PROCEEDS OF THE
CITY OF WESTFIELD, INDIANA GENERAL OBLIGATION BONDS,
SERIES 2016 AND ANY INVESTMENT EARNINGS THEREON**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “City”), has determined to purchase or lease purchase certain property including but not limited to vehicles, ~~body cameras~~ and other equipment (the “Project”), all as described in an ordinance adopted by the Common Council of the City (the “Council”) prior in time to the adoption of this ordinance on August 22, 2016; and

WHEREAS, the Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of its City of Westfield, Indiana General Obligation Bonds, Series 2016 (the “Bonds”) to finance the Project, will be in an amount not to exceed Two Million Dollars (\$2,000,000); and

WHEREAS, the Council has determined to issue the Bonds to fund the costs of the Project in an aggregate amount not to exceed Two Million Dollars (\$2,000,000); and

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

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

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

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

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

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

ADOPTED AND PASSED THIS 22ND DAY OF AUGUST, 2016, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

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

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 16-32 was delivered to the Mayor of Westfield on the _____ day of _____, 2016, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 16-32

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 16-32

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

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

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

ORDINANCE NO. 16—31

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

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

WHEREAS, the City intends to enter or has entered into certain agreements to purchase or lease purchase certain property including but not limited to vehicles, ~~body cameras~~ and other equipment (the “Project”);

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

WHEREAS, this Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds, which may be issued as a multiple series of bonds, to finance the Project will be in an amount not to exceed Two Million Dollars (\$2,000,000);

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

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

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

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

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

which the bonds are issued)” in the aggregate principal amount not to exceed Two Million Dollars (\$2,000,000) (the “Bonds”).

(c) The Bonds shall be sold at a price of not less than 99.00% of the par value thereof, and each issued in fully registered form in denominations of \$5,000 or integral multiples thereof, numbered consecutively from R-1 upward, dated as of the issue date and shall bear interest at a rate or rates estimated not to exceed five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2017, or as otherwise determined appropriate by the Municipal Advisor to the City. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 1 and July 1 of each year with a final maturity no later than January 1, 2025 and in such amounts as determined by the Clerk-Treasurer. Following the sale of the Bonds, the City is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

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

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

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

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

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

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

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

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

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

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

No. R- _____ \$ _____

GENERAL OBLIGATION BONDS, SERIES 201__

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	CUSIP
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Westfield, Indiana (the “City”), for value received, hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the City’s obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before June 15, 2017, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 1 and July 1 of each year, commencing July 1, 2017. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

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

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

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

This Bond is one of an authorized issue of bonds of the City with an aggregate principal amount of \$ _____ (the "Bonds"), designated as "General Obligation Bonds, Series 201__." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Common Council of the City of Westfield, Indiana (the "Common Council"), on August 22, 2016 (the "Bond Ordinance") and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, Indiana Code 5-1-14 and Indiana Code 36-4-6 (collectively the "Act"), for the purpose of providing funds to be applied on the Costs of the Project (as defined in the Bond Ordinance), to fund capitalized interest, and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the "Bonds."

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

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

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

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

redemption date. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption.]

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

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

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

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

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

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

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar
Authorized Representative

(end of bond form)

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

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The City of Westfield General Obligation Bonds, Series 2016 Bond Fund is created hereby (the “Bond Fund”). The Clerk-Treasurer is hereby authorized and directed to deposit the balance of the proceeds of the applicable Bonds in a separate fund (the “Acquisition Fund”), and to designate the Acquisition Fund for the applicable Project, to pay for: (1) the cost of the respective Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the designated Acquisition Fund for each of the Project may not be used for any other purpose. The Acquisition Fund shall, in accordance with Indiana Code 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with Indiana Code 5-1-13, either be paid into and become a part of the City’s Bond Fund for the Bonds, or, at the direction of the City, with approval by the Common Council, be used by the City to pay debt service on any other outstanding obligations of the City.

Section 8. Tax Pledge. The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The City covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning July 1, 2017, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

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

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person’s or entity’s use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract

will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

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

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

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

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

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

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

(h) *[Reserved]*.

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

Section 10. Continuing Disclosure. The Clerk-Treasurer is hereby authorized and directed, if necessary, to complete, execute and attest on behalf of the City a Continuing Disclosure Agreement (the "Agreement") that complies with the requirements of SEC Rule

15c2-12. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS 22ND DAY OF AUGUST, 2016, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

James J. Edwards

James J. Edwards

James J. Edwards

Steven Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Mark Keen

Mark Keen

Mark Keen

Charles Lehman

Charles Lehman

Charles Lehman

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 16-09 was delivered to the Mayor of Westfield on the _____ day of _____, 2016, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 16-09

this _____ day of _____, 2016

at ____:____ __.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 16-09

this _____ day of _____, 2016

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.