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_07_09_2012

Monday, July 09, 2012 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, July 09, 2012 at 07:00 PM**
MEETING PLACE: **Westfield City Hall- Assembly Room**

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

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting:

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Approval of City Council minutes of June 25, 2012 (special meeting)
Documents: Minutes- 6/25/12

Approval of City Council minutes of July 3, 2012 (special meeting)
Documents: Minutes- 7/3/12

Guests:

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

Council Response to Guest Comments

Claims:

Approval of Claims
Documents: Claims

Miscellaneous Business/Special Recognition:

None

Old Business:

Ordinance 12-21: Bond & Bond of Anticipation Notes Ordinance (COIT)
Council Introduction- June 25, 2012
Second Reading- July 9, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-21

Ordinance 12-22: Authorizing Additional Appropriation for Bonds & Bond Anticipation Notes (COIT)
Council Introduction- June 25, 2012
Public Hearing- July 9, 2012
Second Reading- July 9, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-22

Ordinance 12-13: Road Impact Fee
Council Introduction- April 9, 2012
APC Public Hearing- April 16, 2012
APC Recommendation- May 7, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-13 | Staff Report & Exhibits

Ordinance 12-19: Amendment to Facade Improvement Grant Ordinance
Council Introduction- June 25, 2012
Second Reading- July 9, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-19

Ordinance 12-20: Amendment to Tall Weeds Ordinance
Council Introduction- June 25, 2012
Second Reading- July 9, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-20

Ordinance 12-25: Hall and House PUD
Council Introduction- May 14, 2012
APC Public Hearing- June 4, 2012
APC Recommendation- July 2, 2012
Adoption Consideration- July 9, 2012
Documents: Ord. 12-25 | Staff Report

__New Business:__

Rick and Linda Aton PUD
City Council Intro- July 9, 2012
APC Public Hearing- August 6, 2012
APC Recommendation- August 20, 2012
Adoption Consideration- September 10, 2012
Documents: Aton PUD Ordinance

Ordinance 12-26: Emergency Open Burning Ban Extension
Council Introduction- July 9, 2012
Second Reading- August
Adoption Consideration- July 9, 2012
Documents: Ord. 12-26

City Council Comments

Mayor Comments

Adjourn

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

Westfield City Council June 25, 2012

The Westfield City Council met in regular session Monday June 25, 2012 at the Westfield city Hall. Members present were Jim Ake, John Dippel, Steve Hoover, Bob Horkay, Cindy Spoljaric and Rob Stokes. Also present were Deputy Clerk-Treasurer Teresa Skelton, Mayor Andy Cook and Legal Counsel Brian Zaiger with Krieg DeVault, LLC.

Mayor Cook called the meeting to order at 7:05 P.M. before turning the meeting over to President Bob Horkay.

<u>Approval of Minutes:</u>

Steve Hoover moved to approve the June 11, 2012 City Council meeting minutes as presented. John Dippel seconded. Vote: Yes-6; No-0. Motion carried.

<u>Claims:</u>

Jim Ake moved to approve the claims as presented. Rob Stokes seconded. Vote: Yes-6; No-0. Motion carried.

<u>Old Business:</u>

Ordinance 12-16: Bond Ordinance Amending and Restating Ordinance 11-23 – Union Street Flats
Council Introduction – June 11, 2012
Second reading – June 25, 2012
Adoption Consideration – June 25, 2012

Attorney Jim Crawford with Krieg DeVault, LLC. described the Bond Ordinance 12-16. Rob Stokes moved to approve Ordinance 12-16 as presented. John Dippel seconded. Vote: Yes-6; No-0. Motion carried.

Ordinance 12-17: Additional Appropriation – General
Council Introduction – June 11, 2012
Second Reading – June 25, 2012
Adoption Consideration – June 25, 2012

City Attorney Brian Zaiger described the Ordinance. CPA Jim Treat with Krohn and Associates explained the intent and how the funds will be allocated. Cindy Spoljaric had concerns that all departments were benefiting by this Ordinance and not sharing in the cost. Mayor Cook described the DLGF cuts in regard to Cumulative Capitol Development Fund and how those funds were allocated.

Jim Ake moved to approve Ordinance 12-17 as presented. Steve Hoover seconded. Vote: Yes-6; No-0. Motion carried.

Ordinance 12-18: Home Rule Ordinance
Council Introduction – June 11, 2012
Second Reading – June 25, 2012
Adoption Consideration – June 25, 2012

Brian Zaiger presented Ordinance 12-18 with a brief explanation. This would be procedural to allow for one process to be used for a potential sale of a Water and Wastewater Utility.

Steve Hoover moved to approve Ordinance 12-18 as presented. John Dippel seconded. Vote: Yes-6; No-0. Motion carried.

New Business:
Ordinance 12-21: Bond & Bond of Anticipation Notes Ordinance (COIT)
Council Introduction – June 25, 2012
Second Reading – July 9, 2012
Adoption Consideration – July 9, 2012

Jim Crawford presented Ordinance 12-21 to the Council for consideration. He described the bond proceeds.

Cindy Spoljaric had submitted some questions prior to this meeting. These will be addressed before next month's consideration.

Ordinance 12-22: Authorizing Additional Appropriation for Bonds & Bond Anticipation Notes:

Jim Crawford introduced Ordinance 12-22 to the Council. He explained that this is for the proceeds of the bond.

Cindy Spoljaric questioned the urgency of having the Public Hearing and consideration on the same date.

It would require a second meeting in July as August would be too late.

Steve Hoover would like to see what comes out of the Public Hearing and then the Council can decide to consider at that time or wait and have a second meeting in July for consideration.

Resolution 12-106: Amendment to Policies & Procedures Manual – Anti-Nepotism Policy:
Adoption Consideration – June 25, 2012

Brian Zaiger explained that this is mandated by the State. Cindy Spoljaric moved to adopt Resolution 12-106 as presented. Steve Hoover seconded. Vote: Yes-6; No-0. Motion carried.

Ordinance 12-19: Amendment to Façade Improvement Grant Ordinance:

Director of Community/Economic Development Matt Skelton recognized Anne Poynter representing Downtown Westfield Neighborhood Association (DWNA) and Curt Whitesell with WKRP Real Estate. They have been actively working together to get tenants through incentives in our vacant City owned buildings in downtown Westfield. The money from the Façade Improvement has already been made to some existing businesses. The Council would like to see the potential new tenants to complement our existing downtown businesses and the incentives not to be in competition. Ms. Poynter would like to encourage improvements to these building by offering a reduced fee for rental. There was some discussion on the matching funds and how that would work being Government owned buildings. Mr. Skelton explained the wording and the eligibility of the buildings. This would be attached to people not buildings.

Ordinance 12-20: Amendment to Tall Weeds Ordinance:
Council Introduction – June 25, 2012
Second Reading – July 9, 2012
Adoption Consideration – July 9, 2012

Matt Skelton introduced Ordinance 12-20 to the Council. He gave a brief explanation on the existing Ordinance and the proposed amendment in regard to natural habitat. He also described the proposed changes.

Although no public hearing was required President Horkay recognized a resident wishing to address the Council. Gloria Cassidy residing at 14626 Beacon Blvd said that she was affected by this proposed Ordinance.

The Council will consider this Ordinance July 9, 2012.

Resolution 12-107: Hamilton County Convention and Visitors Bureau Grant:
Adoption Consideration – June 25, 2012

Matt Skelton presented this Resolution to the Council for consideration. After a brief explanation Jim Ake moved to authorize the Mayor to finalize this Resolution 12-107 as presented. Rob Stokes seconded. Vote: Yes-6; No-0. Motion carried.

Council Comments:

- Steve Hoover updated the Council on Fireworks and when they could be deployed.
- Cindy Spoljaric announced that the “Plant a Row” project needs volunteers

John Dippel moved to adjourn and this was seconded by Jim Ake.

With no further business the meeting was adjourned at 8:30 P.M.

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Deputy Clerk-Treasurer President

ORDINANCE NO. 12-21

An Ordinance of the City of Westfield, Indiana authorizing the issuance of bonds for the purpose of providing funds to pay the costs of certain capital projects of the City; providing for the payment of such bonds from a pledge of a sufficient amount of the City's distributive share of the County Option Income Tax; providing for the safeguarding of the interest of the owners of the bonds and other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing ordinances inconsistent herewith.

WHEREAS, the City of Westfield, Indiana (the "City") is authorized to issue bonds under the provisions of IC 36-4-6-19 to procure moneys to be used in the exercise of the powers of the City and for the payment of City debts; and

WHEREAS, the Common Council (the "Common Council") of the City now finds that certain capital projects consisting of, all or a portion of, but not limited to, the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; and (c) construction of pumphouse, well, tunnels and foundations in connection with the Grand Park Sports Campus located in the Grand Junction Economic Development Area as amended, including reimbursement of the cost thereof, are necessary; and that plans, specifications and estimates have been or will be prepared and filed by the architects and engineers employed by the City for the acquisition and construction of such capital projects, as more fully set forth in Exhibit A attached hereto (the "Project"), which plans and specifications have been or will be approved by the applicable departments of the City required to oversee and maintain the improvements constituting the Project; and

WHEREAS, the Common Council finds that it is necessary to finance the costs of the Project by the issuance of bonds of the City, and, if necessary, by the issuance of bond anticipation notes; and

WHEREAS, Hamilton County, Indiana (the "County") has imposed the county option income tax ("COIT") pursuant to IC 6-3.5-6; and

WHEREAS, the bonds to be issued pursuant to this Ordinance will be payable from a pledge of a sufficient amount of the City's distributive share of the COIT ("COIT Revenues") necessary to pay the principal of, premium, if any, and interest due on such bonds; and

WHEREAS, the bonds to be issued pursuant to this Ordinance will be issued subject to the provisions of the laws of the State of Indiana, including, without limitation, IC 5-1-14, IC 6-3.5-6 and IC-36-4-6-19, each as in effect on the date of delivery of the bonds authorized herein (collectively, the "Act"), and the terms and provisions of this Ordinance; and

WHEREAS, the City has on the date of adoption of this Ordinance obligations outstanding in the current principal amounts to which it has pledged a portion of the City's distributive share of COIT Revenues to the payment thereof consisting of the City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2011 in the principal amount of Ten Million Dollars ($10,000,000) and the City of Westfield, Indiana Economic Development Revenue Bonds, Series 2012 (MS Westfield Project) in the principal amount of Fifteen Million Three Hundred Ninety Thousand Dollars ($15,390,000) consisting of the City of Westfield, Indiana Midwestern Disaster Area Economic Development Revenue Bonds, Series 2012A (MS Westfield Project) in the principal amount of Twelve Million Five Hundred Thousand Dollars ($12,500,000), the City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2012A-T (MS Westfield Project) in the principal amount of One Million One Hundred Seventy Thousand Dollars ($1,170,000) and the City of Westfield, Indiana Economic Development Revenue Bonds, Series 2012B (MS Westfield Project) in the principal amount of One Million Seven Hundred Twenty Thousand Dollars ($1,720,000); and

WHEREAS, the Common Council finds and determines that it is necessary for the City to issue bonds payable from a pledge of a sufficient amount of COIT Revenues allocated and deposited as provided in this Ordinance, in the aggregate principal amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000) (the "201_ Bonds", such designation to be completed to reflect the year of issuance of such bonds), provided, however, if it is necessary for the purpose of complying with any Indiana Constitution debt limitations, if applicable, for such bonds to be issued by a building corporation or a redevelopment authority as lease rental bonds this pledge of a sufficient amount of COIT Revenues shall be applicable to the payment of the lease rentals which are pledged to the payment of such lease rental bonds and, if necessary, to issue bond anticipation notes (the "Notes") to provide interim financing for the purpose of securing funds to be applied to the costs of the Project, including the repayment of the Notes, incidental expenses incurred in connection with the Project, a debt service reserve fund, if necessary, capitalized interest, and costs associated with the issuance of the Notes and the 201_ Bonds (the "Cost of the Project"); and

WHEREAS, the Common Council hereby finds that it is the best interests of the City to sell the Notes and the 201_ Bonds on a negotiated basis; and

WHEREAS, the 201_ Bonds to be issued under Section 3 of this Ordinance are issued pursuant to the authority granted in the Act; and

WHEREAS, the City will report to the Indiana Department of Local Government Finance the appropriation of the proceeds of the 201_ Bonds, and will obtain any necessary approvals required by law for issuance of the Notes and the 201_ Bonds;

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

SECTION 1. DEFINITIONS.

All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Ordinance shall have the meaning given in such definition. In this Ordinance, unless a different meaning clearly appears from the context, the following terms shall have the definitions prescribed below:

"Act" means IC 5-1-14-4, IC 6-3.5-6 and IC 36-4-6-19 and all related and supplemental acts in effect on the issue date of the Notes and the 201_ Bonds.

"Bonds" means the 201_ Bonds and any Parity Obligations.

"Bond Purchase Agreement" means the bond purchase agreement for the 201_ Bonds authorized by Section 7 of this Ordinance.

"Bond Purchaser" means the original purchaser of the 201_ Bonds.

"Bond Ordinance" or "Ordinance" means this Bond Ordinance adopted by the Common Council on June 25, 2012, authorizing the issuance of the Notes, if necessary, and the 201_ Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

"City" means the City of Westfield, Indiana, a municipal corporation and political subdivision of the State.

"Code" means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the 201_ Bonds, as applicable, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

"Common Council" means the legislative body of the City.

"Construction Fund" means the Construction Fund established under the Section 10(B) of this Ordinance.

"Costs of the Project" means all costs of the Project as set forth in the recitals of this Ordinance and in Exhibit A attached hereto.

"County" means Hamilton County, Indiana.

"Debt Service" means the principal of and interest on the Bonds, lease rentals on any Parity Obligations which are leases and any fiscal agency charges associated with the Bonds and the collection of COIT Revenues for the Bonds.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund established under Section 10(E) of this Ordinance.

“Debt Service Reserve Requirement” means the maximum annual principal and interest payment on the 201_ Bonds.

“Note” or “Notes” means the notes authorized by Section 3 of this Ordinance.

“Note Purchase Agreement” means the purchase agreement for each series of Notes authorized by Section 7 of this Ordinance.

“Note Purchaser” means the original purchaser of the Notes.

“Notice Address” means with respect to the City and Trustee, Registrar and Paying Agent:

City:

City of Westfield, Indiana
Westfield City Hall
130 Penn Street
Westfield, IN 46074
Attention: Clerk-Treasurer

City Attorney:

Brian Zaiger, Esq.
Krieg DeVault LLP
12800 North Meridian Street
Suite 300
Carmel, Indiana 46032

The notice addresses of the Trustee, Registrar and Paying Agent shall be set forth in the Acceptance attached hereto.

“Owner” means a registered owner of the Bonds.

“Outstanding Obligations” means the outstanding obligations of the City secured by a pledge of COIT Revenues as more specifically described in the Recitals hereto.

“Parity Obligations” means any obligations (including leases) of the City issued on a parity with the 201_ Bonds under Section 12 of this Ordinance including those obligations of the City outstanding on the date of adoption of this Ordinance consisting of the City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2011 in the principal amount of Ten Million Dollars ($10,000,000) and the City of Westfield, Indiana Economic Development Revenue Bonds, Series 2012 (MS Westfield Project) in the principal amount of Fifteen Million

Three Hundred Ninety Thousand Dollars ($15,390,000) consisting of the City of Westfield, Indiana Midwestern Disaster Area Economic Development Revenue Bonds, Series 2012A (MS Westfield Project) in the principal amount of Twelve Million Five Hundred Thousand Dollars ($12,500,000), the City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2012A-T (MS Westfield Project) in the principal amount of One Million One Hundred Seventy Thousand Dollars ($1,170,000) and the City of Westfield, Indiana Economic Development Revenue Bonds, Series 2012B (MS Westfield Project) in the principal amount of One Million Seven Hundred Twenty Thousand Dollars ($1,720,000).

"Paying Agent" means the Paying Agent so designated under Section 3(F) or any successor Paying Agent appointed under this Ordinance.

"Project" means the construction of certain road improvements as described in Exhibit A attached hereto.

"Qualified Investments" means any direct obligation of the United States of America or other investment in which the City is permitted by Indiana law to invest at the time of investment.

"Registrar" means the Registrar so designated under Section 3(F) or any successor Registrar appointed under Section 3(F) of this Ordinance.

"Revenue Fund" means the fund established under Section 10(a) of this Ordinance.

"State" means the State of Indiana.

"Subordinate Obligations" means, obligations, the payment of which, shall be subordinate for the payment of Debt Service, as shall be determined by the Common Council and as set forth in Section 12(C) of this Ordinance.

"Trust Estate" means the trust estate as described in Section 2 of this Ordinance.

"Trustee" means the Clerk-Treasurer of the City or trustee as appointed pursuant to Section 3(F) or any successor Trustee appointed under this Ordinance.

"201_ Bond" or "201_ Bonds" means the bonds described in Section 3 of this Ordinance.

SECTION 2. GRANTING CLAUSES.

(A) The City, in consideration of the premises and of the purchase and acceptance of the 201_ Bonds by the Owners thereof, in order to secure the payment of the Debt Service on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all covenants expressed or implied herein and in the 201_ Bonds, does hereby pledge the rights, interests, properties, money and other assets described below ("Trust Estate") to the Trustee for the benefit of the Owners of the 201_ Bonds for the securing of the performance of the obligations of the City set forth in this Ordinance, such pledge to be effective as set forth in IC 5-1-14-4 without the recording of this Ordinance or any other instrument:

(1) All cash and securities now or hereafter held in the Revenue Fund and the Construction Fund and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Ordinance);

(2) COIT Revenues (on a parity with any Outstanding Obligations) in such amounts as are required to be deposited for the benefit of the 201_ Bonds under this Ordinance or for the benefit of any Subordinate Obligations; and

(3) Any money hereinafter pledged to the Trustee as security to the extent of that pledge;

provided, however, that if the City shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the 201_ Bonds due, or to become due thereon, at the times and in the manner mentioned in the 201_ Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding 201_ Bonds of all sums of money due or to become due according to the provisions hereof, then this Ordinance and the rights hereby granted shall cease, terminate and be void; otherwise this Ordinance shall be and remain in full force and effect;

(B) The City, in consideration of the premises and of the purchase and acceptance of the Notes by the Note Purchaser according to their tenor and effect and to secure the performance and observance by the City of all covenants expressed or implied herein and in the Notes, does hereby pledge the proceeds of the 201_ Bonds to the repayment of the Notes for the benefit of the owners of the Notes for the securing of the performance of the obligations of the City set forth in this Ordinance, such pledge to be effective as set forth in IC 5-1-14-4 without recording of this Ordinance or any other instrument; provided, however, that if the City shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of debt service on the Notes due, or to become due thereon, at the times and in the manner mentioned in the Notes, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the owners of the outstanding Notes of all sums of money due or to become due according to the provisions hereof, then this Ordinance and the rights hereby granted shall cease, terminate and be void; otherwise this Ordinance shall be and remain in full force and effect; and

(C) This Ordinance further witnesseth, and it is expressly declared, that all Notes and the 201_ Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Ordinance has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the Notes and the 201_ Bonds, or any part thereof, as provided in this Ordinance.

SECTION 3. THE NOTES AND THE 201_ BONDS

(A) (1) The City may issue the Notes for the purpose of procuring interim financing to apply to the Costs of the Project. The City shall issue the Notes in an aggregate amount not to exceed Seven Million Eight Hundred Thousand Dollars ($7,800,000) to be designated "City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2012" (or, in the event the Notes are not issued within calendar year 2012, then such year in which such Notes shall be issued). The Notes shall be dated as of the date or dates of delivery and shall bear interest at a rate or rates not to exceed eight percent (8%) per annum payable at maturity or upon redemption prior to maturity. The Notes shall be sold at no less than 99% of the par value thereof. The term of each series of the Notes, including any renewals or extensions, may not exceed five (5) years from the date of the original issuance of the Notes. The Notes are subject to prepayment in whole or in part at the option of the City on any date after the date that is one (1) year after the issue date of the Notes upon seven (7) days' written notice to the registered owners of the Notes at their face value plus interest accrued to the redemption date. The Notes shall be issued in fully registered form and shall be lettered and numbered separately from 1 consecutively upward and with such further or alternate designation as the Registrar may determine and shall be issued in minimum denominations of $1,000 and in integral multiples of $1,000 thereafter. The principal of and interest on the Notes are payable solely from the proceeds of the 201_ Bonds, and the City shall have no obligation to repay the principal of or interest on the Notes except from proceeds of the 201_ Bonds. The City may receive payment on the Notes in installments.

(2) The City shall issue the 201_ Bonds for the purpose of securing financing to apply to the Costs of the Project or, the payment in full of the outstanding Notes, if any, or a combination of the two, provided, however, if it is necessary for the purpose of complying with any Indiana Constitution debt limitations, if applicable, for such bonds to be issued by a building corporation or a redevelopment authority as lease rental bonds this pledge of a sufficient amount of COIT Revenues shall be applicable to the payment of the lease rentals which are pledged to the payment of such lease rental bonds. The City shall issue the 201_ Bonds in an aggregate amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000) to be designated "City of Westfield, Indiana County Option Income Tax Revenue Bonds of 201_" (such year in which such bonds shall be issued shall be inserted). The 201_ Bonds shall be sold at a purchase price of not less than 98% of par value thereof. The Clerk-Treasurer of the City is hereby authorized and directed to negotiate with the Bond Purchaser terms of the sale of the 201_ Bonds consistent with this Ordinance. The Clerk-Treasurer is hereby authorized and directed to have prepared and to issue and sell to the Bond Purchaser the 201_ Bonds, payable solely out of the Trust Estate, as set forth herein. The purchase price of the 201_ Bonds, together with investment earnings on the proceeds of the 201_ Bonds, does not exceed the total as estimated by the City of all Costs of the Project.

(3) The Clerk-Treasurer is hereby authorized to purchase bond insurance for the 201_ Bonds if, upon the advice of the Bond Purchaser or the City's financial advisor,

the City determines that the purchase of the bond insurance will produce a net present value debt service savings. The insurance premium shall be paid from proceeds of the 201_ Bonds.

(B) (1) The 201_ Bonds shall be issued in fully registered form and shall be lettered and numbered "R-1" and shall be issued in multiples of five thousand dollars ($5,000) or in any integral multiples thereof.

(2) The 201_ Bonds shall be dated as of the issue date, and shall accrue interest from that date at a rate or rates not to exceed eight percent (8%) per annum. The actual rates to be determined by negotiation with the Bond Purchaser with a final maturity not later than twenty-five (25) years after the 201_ Bonds are delivered and with principal payable no later than February 1 and/or August 1 on a schedule that will retire the 201_ Bonds as quickly as possible based on reasonable projections of legally available funds of the City and allowing for sufficient coverage to market the 201_ Bonds. The 201_ Bonds may be subject to mandatory sinking fund redemption as determined upon the sale of the 201_ Bonds.

(3) Interest on the 201_ Bonds shall be payable semiannually no later than February 1 and August 1 beginning not later than the first such date occurring after the dated date of such 201_ Bond, and shall accrue on a basis of twelve 30-day months for a 360-day year.

(C) The 201_ Bonds maturing not earlier than the first principal payment date after the date which is ten (10) years after the date of issuance of the Bonds are redeemable at the option of the City on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity determined by the City and by lot within maturities beginning not earlier than the the first principal payment date which is ten (10) years after the date of issuance of the Bonds, and on any date thereafter, at par value, plus accrued interest to the date fixed for redemption.

(D) Notice of any redemption identifying the 201_ Bonds to be redeemed in whole or in part prior to maturity shall be given by the City to the Trustee at least 45 days prior to the date fixed for redemption. Notice of any redemption identifying the 201_ Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by first class mail to the Owner of each 201_ Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any 201_ Bond, shall not affect the validity of any proceeding for the redemption of other 201_ Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which 201_ Bonds are to be surrendered for payment and, if less than the entire principal amount of a 201_ Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the 201_ Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the 201_ Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the 201_ Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such 201_ Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(E) If fewer than all of the 201_ Bonds are to be redeemed, the Registrar will select the particular 201_ Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each Five Thousand Dollars ($5,000) principal amount shall be considered a separate bond for purposes of redemption. If any of the 201_ Bonds are subject to both optional and mandatory sinking fund redemption on the same date, the 201_ Bonds to be redeemed by optional redemption shall be selected first.

(F) (1) The Clerk-Treasurer of the City may serve as the Registrar and the Paying Agent for the Notes, and Trustee, Registrar and Paying Agent for the 201_ Bonds. The Clerk-Treasurer may appoint a qualified financial institution to serve as Trustee, Registrar and Paying Agent for the 201_ Bonds, which Trustee, Registrar and Paying Agent will be charged with the performance of the duties and responsibilities of Trustee, Registrar and Paying Agent as set forth herein, in which case the Trustee, Registrar and Paying Agent shall signify its acceptance of its duties by executing the acceptance attached to this Ordinance. The City is further authorized to pay such fees as the Trustee, Registrar and Paying Agent may charge for the services provided as Trustee, Registrar and Paying Agent and such fees may be paid from the Revenue Fund as Debt Service in addition to paying the principal of and interest on the Bonds or from the Revenue Fund.

(2) The Clerk-Treasurer of the City is hereby authorized, on behalf of the City, to enter into such agreements or understandings with the Trustee, Registrar and Paying Agent as will enable it to perform the services required of it.

(G) (1) The Notes and the 201_ Bonds shall be authenticated with the manual or facsimile signature of an authorized representative of the Registrar. No Note or 201_ Bond shall become valid or become obligatory for any purpose until the Certificate of Authentication on such Note or 201_ Bond, respectively, shall have been so executed. Subject to the provisions hereof for registration, the Notes and the 201_ Bonds shall be negotiable under the laws of the State of Indiana.

(2) Each Note or 201_ Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Note or 201_ Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorney duly authorized in writing, and thereupon a new fully registered Note, Notes, 201_ Bond or 201_ Bonds, as the case may be, in the same principal amount and series and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the

case may be, in exchange therefore. The Registrar shall not be obligated to make any exchange or transfer of 201_ Bonds following the last day of the month immediately preceding an interest payment date on any 201_ Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any Note or any 201_ Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the 201_ Bonds, or (b) to register, transfer or exchange the Note or 201_ Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar for the Notes and 201_ Bonds may treat and consider the person in whose name such Note or 201_ Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof. The Notes and 201_ Bonds may be transferred or exchanged without cost to the owners except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(3) If any Note or 201_ Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Note or 201_ Bond, respectively, which in all respects shall be identical to the Note or 201_ Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new Note or 201_ Bond, respectively, shall be marked in a manner to distinguish it from the Note or 201_ Bond for which it was issued; provided that in the case of any Note or 201_ Bond, as the case may be, being mutilated, such mutilated Note or 201_ Bond shall first be surrendered to the City and the Registrar; and in the case of 201_ Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed Note or 201_ Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicative Note or 201_ Bond, respectively, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the Note or owner of the 201_ Bond, as the case may be, with their reasonable fees and expenses in connection with the above. Every substitute Note or 201_ Bond issued by reason of the Note or 201_ Bond being lost, stolen or destroyed shall, with respect to such Note or 201_ Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Note or 201_ Bond shall be found at any time, and every such Note or 201_ Bond shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Notes or 201_ Bonds, respectively, duly issued hereunder.

(H) The principal of and interest on the Notes and the principal of the 201_ Bonds shall be payable in lawful money of the United States of America upon presentation at the corporate trust operations office of the Paying Agent. Interest on the 201_ Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such 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 and no additional interest shall accrue. The Trustee shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so that such payments are received at the depository by 2:30 p.m. (New York City time).

(I) (1) The City has determined that it may be beneficial to have the 201_ Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York (the "Depository Trust Company") and have transfers of the 201_ Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The 201_ Bonds may be initially issued in the form of a separate single authenticated fully registered 201_ Bond for the aggregate principal amount of each separate maturity of the 201_ Bonds. In such case, upon initial issuance, the ownership of such 201_ Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

(2) With respect to the 201_ 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 201_ 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 201_ 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 201_ Bonds except as otherwise provided herein.

(3) No person other than the Depository Trust Company shall receive an authenticated 201_ Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the 201_ 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 201_ Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such 201_ Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such 201_ Bonds: (iii) registering transfers with respect to such 201_ 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 premium, if any, and interest on the 201_ 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 premium, if any, and interest on the 201_ 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 201_ 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 premium, if any, and interest on such 201_ Bonds and all notices with respect to such 201_ 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.

(4) 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 201_ Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of the CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the 201_ Bonds shall designate, in accordance with the provisions of this Ordinance.

(5) 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 201_ 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 201_ Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the 201_ 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 201_ 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 201_ Bonds.

(6) If the 201_ Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the 201_ 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 201_ Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

(7) 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.

(8) So long as the 201_ 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 201_ Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the 201_ Bonds and setting for 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 201_ Bonds, together with the dollar amount of each Beneficial Owner's interest in the 201_ Bonds and the current address of such Beneficial Owners.

SECTION 4. FORM OF THE NOTES AND 201_ Bonds.

(A) <u>Form of the 201_ Bonds</u>. The form and tenor of the 201_ Bonds shall be substantially as follows (all blanks to be properly completed prior to the final preparation of the 201_ Bonds):

[Remainder of Page Intentionally Left Blank]

[Unless this 201_ Bond (as hereinafter defined) is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Westfield, Indiana, or its agent for registration of transfer, exchange or payment, and any 2011 issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

[CITY OF WESTFIELD, INDIANA]
COUNTY OPTION INCOME TAX REVENUE BONDS OF 201_

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	DATE OF AUTHENTICATION	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The [City of Westfield (the "City")], located in Hamilton County, Indiana (the "County"), for value received, hereby acknowledges itself indebted and promises to pay, but solely out of COIT Revenues (on a parity with any Outstanding Obligations) (each as defined in the Bond Ordinance defined below) and the funds held under the Bond Ordinance, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above (unless redeemed earlier as hereinafter provided), and to pay interest thereon at the rate per annum stated above from the date to which interest has been paid next preceding the date of authentication of this 201_ Bond from the interest payment date immediately preceding the date of authentication of this 201_ Bond unless this 201_ Bond is authenticated on or before _________, 20__, in which case interest shall be paid from the Original Date, or unless this 201_ Bond is authenticated between the fifteenth day 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 __________ and __________ of each year, commencing ______, 20__. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

The principal of this 201_ Bond is payable at the corporate trust operations office of ______________________ (the "Trustee," "Registrar" or "Paying Agent"), in the City of

_______________________, _________. All payments of interest on this 201_ Bond shall be paid by check mailed one (1) business day prior to the interest payment date to the registered owner hereof, as of the fifteenth day preceding such payment, at 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 the 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 201_ Bonds 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 201_ Bonds shall be initially issued in a Book Entry System (as defined in the Bond Ordinance). The provisions of this 201_ 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 201_ Bond is one of an authorized issue of bonds of the City in an aggregate principal amount of $_______ designated "City of Westfield, Indiana County Option Income Tax Revenue Bonds of 201_" (the "201_ Bonds"). The 201_ Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Bond Ordinance adopted by the Common Council of the City on June 25, 2012 (the "Bond Ordinance") and in strict compliance with IC 5-1-14-4, IC 6-3.5-6, IC 36-4-6-19 and all related and supplemental acts as in effect on the issue date of the 201_ Bonds (collectively, the "Act"), to procure funds to be applied to the Costs of the Project (as defined in the Bond Ordinance), including issuance expenses of the 201_ Bonds and debt service reserve. The Project consists of, all or a portion of, but not limited to, the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; and (c) construction of pumphouse, well, tunnels and foundations in connection with the Grand Park Sports Campus located in the Grand Junction Economic Development Area as amended.

The 201_ Bonds are all equally and ratably secured by and entitled to the protection of the Bond Ordinance and are payable from COIT Revenues (as defined in the Bond Ordinance). The pledge of COIT Revenues is on a parity with any Outstanding Obligations as described in the Bond Ordinance. Additional COIT Parity Obligations (as defined in the Bond Ordinance) may be issued as described in the Bond Ordinance. To secure payment of the Debt Service (as defined in the Bond Ordinance) on the 201_ Bonds and performance of all other covenants of the City under the Bond Ordinance, the City, pursuant to the Bond Ordinance, has pledged to the payment of the 201_ Bonds COIT Revenues (on a parity with any Outstanding Obligations), to pay Debt Service, together with the funds and accounts held under the Bond Ordinance. 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 201_ Bonds, the terms and conditions upon which the 201_ Bonds are issued and the terms and conditions upon which the 201_ 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 therefore to all of which the owners of the 201_ Bonds, by the acceptance of this 201_ Bond, agree. Copies of the Bond Ordinance are on file at the office of the Clerk-Treasurer of the City.

The 201_ Bonds maturing on or after _______________, are redeemable at the option of the City on any date, on thirty (30) days' notice, in whole or in part, in the order of maturity determined by the City and by lot within maturities beginning on _____________, and on any date thereafter, at par value, plus accrued interest to the date fixed for redemption.

[The 201_ Bonds maturing on _________ 15, 20__ ("Term Bonds") are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest on the dates in the amounts set forth below:

Term Bonds Due ______15, 20__

Date	Amount
*	

*Final Maturity**]**

The Trustee shall credit against the mandatory sinking fund requirement for the Term Bonds subject to mandatory redemption, and corresponding mandatory redemption obligation, in the order determined by the City, any Term Bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and not therefore applied as a credit against any redemption obligation. Each Term Bond so delivered or cancelled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory redemption date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of 201_ Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Trustee shall only credit shall Term Bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date and stated above.

Each Five Thousand Dollar ($5,000) principal amount shall be considered a separate 201_ Bond for purposes of optional **[**and mandatory**]** redemption. If less than an entire maturity is called for redemption, the 201_ Bonds to be redeemed shall be selected by lot by the Registrar. **[**If some 201_ Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the 201_ Bonds for optional redemption before selecting the 201_ Bonds by lot for the mandatory sinking fund redemption.**]**

Notice of any redemption shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless notice is waived by the Owners of the 201_ Bonds) as provided in the Bond Ordinance.

The City may, without the consent of, or notice to, the registered owners of this 201_ Bond, adopt a supplemental ordinance to the Bond Ordinance for certain purposes as described in the Bond Ordinance.

The owners of the Notes or the owners of not less than fifty-one percent (51%) in aggregate principal amount of the 201_ Bonds then outstanding shall have the right, from time to time, anything contained in the Bond Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such supplemental ordinances as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Ordinance or in any supplemental ordinance other than those provisions covered by the paragraph above.

This 201_ Bond is transferable or exchangeable only upon the books of the City kept for the purpose at the office of the Registrar by the Registered Owners, as provided in the Bond Ordinance.

This 201_ Bond shall be issued in fully registered form in the minimum denomination of Five Thousand Dollars ($5,000) or in any integral multiples thereof.

If this 201_ 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 201_ 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 201_ Bond or portion thereof then outstanding 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 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 201_ 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 201_ 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 201_ Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This 201_ Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Westfield, located in Hamilton County, Indiana, has caused this 201_ Bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its Clerk-Treasurer, who has caused the seal of the City to be impressed or a facsimile thereof to be printed hereon.

CITY OF WESTFIELD, INDIANA

By: ____

[SEAL]

J. Andrew Cook, Mayor

Attest:

____
Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This 201_ Bond is one of the 201_ Bonds described in the within mentioned Bond Ordinance.

________________________________, as Registrar

____
Authorized Representative

[Remainder of Page Intentionally Left Blank]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this 201_ Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRAN MIN ACT __________________ Custodian ___________________
(Cust) (Minor)

Under Uniform Transfers to Minors Act

____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____

(Please type of print name, address and social security or other identifying number of assignee, insert number for first assignee if held by joint account.)

this 201_ Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________, as attorney, to transfer this 201_ Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________

Signature guaranteed by:

Registered Owner:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined in SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of this 201_ Bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation or anyone in a representative capacity, proof of authority to act must accompany this assignment.

(End of Bond Form)

[Remainder of Page Intentionally Left Blank]

(B) Form of Notes. The form of the Notes shall be set forth in the Note Purchase Agreement.

(C) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution or ordinance approving the issuance of such Parity Obligations.

SECTION 5. SALE OF THE NOTES AND THE 201_ Bonds

(A) The Clerk-Treasurer is hereby authorized and directed to sell each series of the Notes to the Note Purchaser for that series of Notes at a negotiated sale upon receipt of the purchase price and immediately available funds.

(B) Prior to the delivery of the Notes, the Clerk-Treasurer shall obtain a legal opinion addressed to the City as to the validity of the Notes from Krieg DeVault LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Note Purchaser. The cost of such opinion shall be considered as a part of the cost incidental to these proceedings and shall be paid out of the proceeds of the Notes.

(C) All proceeds of the Notes shall be deposited in the Construction Fund and applied to the Costs of the Project.

(D) After completion of all the necessary legal requirements for the marketing of the 201_ Bonds, the Clerk-Treasurer is hereby authorized and directed to sell the 201_ Bonds to the Bond Purchaser at a negotiated sale, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The 201_ Bonds shall be sold to the Bond Purchaser at a price of not less than 98% of par.

(E) Prior to the delivery of the 201_ Bonds, the Clerk-Treasurer shall obtain a legal opinion addressed to the City as to the validity of the 201_ Bonds from Krieg DeVault LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the 201_ Bonds.

(F) Upon sale of the 201_ Bonds, the proceeds thereof, less underwriters discount, if any, shall be deposited in the Construction Fund, excepting for an amount equal to the Debt Service Reserve Requirement (as defined herein), which shall be deposited in the Debt Service Reserve Fund to the extent deemed necessary by the financial advisor to the City in order to sell the 201_ Bonds. If the Notes are outstanding upon sale of the 201_ Bonds, the Paying Agent is directed to notify the owners of the Notes of the redemption of the Notes in accordance with Section 3(A)(1).

SECTION 6. DELIVERY OF INSTRUMENTS.

The Mayor and the Clerk-Treasurer are hereby authorized and directed to prepare (or cause to be prepared), execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Krieg DeVault LLP determines it is necessary or appropriate to consummate the transactions contemplated by this Ordinance, including the Note Purchase Agreement and the Bond Purchase Agreement and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Notes and the 201_ Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City are hereby authorized and directed.

SECTION 7. BOND PURCHASE AGREEMENT AND NOTE PURCHASE AGREEMENT.

(A) The Common Council hereby approves the use of a Bond Purchase Agreement by which the 201_ Bonds are to be sold to the Bond Purchaser. The Mayor is hereby authorized and directed to execute, and the Clerk-Treasurer of the City is hereby authorized and directed to attest and affix the seal of the City to, the Bond Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Bond Purchase Agreement in the form executed shall constitute the valid and binding obligation of the City, the full performance and satisfaction of which by the City, is hereby authorized and directed.

(B) The City hereby approves the use of a Note Purchase Agreement by which the Notes are to be sold to the Note Purchaser. The Mayor is hereby authorized and directed to execute, and the Clerk-Treasurer of the City is hereby authorized and directed to attest and affix the seal of the City to the Note Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Note Purchase Agreement in the form executed shall constitute the valid and binding obligation of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.

(A) The distribution of an official statement prepared for and on behalf of the City is hereby authorized and approved and the Mayor or the Clerk-Treasurer are authorized and directed to execute the final Official Statement on behalf of the City in a form consistent with this Ordinance and the Bond Purchase Agreement. If necessary, the Mayor or the Clerk-Treasurer is hereby authorized to designate the Official Statement as “nearly final” for purposes of Rule 15c2-12, as amended and as adopted by the Securities and Exchange Commission (“Rule 15c2-12”).

(B) If the Notes or 201_ Bonds are subject to Rule 15c2-12, then with respect to the Notes or 201_ Bonds, respectively, the Mayor or the Clerk-Treasurer of the City are hereby authorized to execute and deliver a continuing disclosure agreement upon delivery of the 201_ Bonds (the “Continuing Disclosure Agreement”). The City covenants, to the extent permitted by law, that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the City's obligations under this Section and the Continuing Disclosure Agreement and there shall be no remedies for money damages of any kind or in any amount. This remedy shall be available solely to owners of the Notes or the 201_ Bonds for which the Continuing Disclosure Agreement was delivered. The City failure to honor its covenant herein shall not constitute a breach or default under this Ordinance pursuant to which the Notes or the 201_ Bonds are issued or any other agreement to which the City is a party. The remedy set forth in this Section 8 may be exercised by any holder of the Notes of the 201_ Bonds for which the Continuing Disclosure Agreement was delivered in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of Notes or the 201_ Bonds for which the Continuing Disclosure Agreement was delivered supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any remedy under this Section 8, a holder of Notes or the 201_ Bonds for which the Continuing Disclosure Agreement was delivered shall give notice to the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of Notes or the 201_ Bonds for which the Continuing Disclosure Agreement was delivered may pursue such remedy under this Section 8.

SECTION 9. EXECUTION OF THE NOTES AND THE 201_ Bonds.

The Mayor is hereby authorized and directed to execute the Notes and the 201_ Bonds with his manual or facsimile signature, and the Clerk-Treasurer is hereby authorized and directed to have the Notes and the 201_ Bonds prepared, attest the Notes and the 201_ Bonds with her manual or facsimile signature, and cause the seal of the City to be impressed or a facsimile thereof to be printed on the Notes and the 201_ Bonds, all in the form and manner herein provided. If any officers whose signature or facsimile signature shall appear on the Notes or the Bonds shall cease to be such officer before the delivery of the Notes and the 201_ Bonds such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in office until the date of delivery of the Notes or the 201_ Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of each sale of the Notes and the 201_ Bonds, the Clerk-Treasurer shall receive from the Note Purchaser the amount to be paid for the Notes and deliver the Notes to the Note Purchaser and shall receive from the Bond Purchaser the amount to be paid for the 201_ Bonds and deliver the 201_ Bonds to the Bond Purchaser.

SECTION 10. CREATION OF FUNDS AND ACCOUNTS.

(A) There is hereby created the Revenue Fund (the "Revenue Fund") into which the City shall deposit from time to time any legally available funds as shall be necessary to pay, when due, the Debt Service on the 201_ Bonds, together with any redemption premium upon optional redemption of the 201_ Bonds, from time to time. The City shall deposit on the last day each of calendar month to the Revenue Fund an amount equal to (1) at least one-sixth (1/6) of the interest payable on the next succeeding interest payment date on all then outstanding 201_ Bonds payable on the then next succeeding interest payment date, (2) at least one-twelveth (1/12) of the principal on all then outstanding 201_ Bonds which mature annually payable on the then next succeeding principal payment date, and (3) at least one-sixth (1/6) of the principal on all then outstanding 201_ Bonds which mature semi-annually payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so deposited. Amounts on deposit in the Revenue Fund shall be transferred for the payment of Debt Service, and premium, if any, due on the 201_ Bonds upon redemption thereof, as provided in Section 11 hereof.

(B) There is hereby created the Construction Fund (the "Construction Fund"). Upon the issuance and sale of the 201_ Bonds, there shall be deposited the net proceeds thereof into the Construction Fund less an amount not in excess of the Debt Service Reserve Requirement to be deposited into the Debt Service Reserve Fund to the extent deemed necessary to market the 201_ Bonds by the financial advisor to the City. Net proceeds of the Notes and 201_ Bonds deposited into the Construction Fund shall be deposited in separate bank account of the City and kept separate and apart from other funds of the City and may be invested only in Qualified Investments as permitted by law. The Clerk-Treasurer shall administer the moneys in the Construction Fund in accordance with this Ordinance. The moneys in the Construction Fund and investment earnings thereon shall be expended only to pay the Costs of the Project, principal of and interest on the Notes, if issued, and Debt Service on the 201_ Bonds. Upon issuance of the 201_ Bonds, the Notes, if issued, shall be called for redemption as provided in Section 3 (A)(1) hereof and proceeds of the 201_ Bonds in the Construction Fund shall be immediately set aside and used for the repayment of the principal of and interest on the Notes. The remaining proceeds of the Notes, if any, and the 201_ Bonds shall be applied to pay remaining costs of the Project.

(C) The Clerk-Treasurer shall disburse from the Construction Fund the amounts required for the payment of the Costs of the Project upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the City.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Construction Fund, the Clerk-Treasurer shall transfer all moneys then in the Construction Fund (except moneys reserved to pay any disputed or unpaid claims), as directed by the Common Council, to the Sinking Fund to pay principal and interest on the Notes, Debt Service on the 201_ Bonds or, as directed by the Common Council, for the same purpose or type of project for which the 201_ Bonds were issued, in accordance with IC 5-1-13, as amended from time to time.

(E) (1) There is hereby created the Debt Service Reserve Fund (the "Debt Service Reserve Fund"). The City may purchase a Debt Service Reserve Fund surety, use funds on hand, proceeds of the 201_ Bonds or a combination thereof to fund to the Debt Service Reserve Fund. The balance to be maintained in the Debt Service Reserve Fund shall equal the Debt Service Reserve Requirement, but in no event shall exceed the least of: (a) the maximum annual debt service on the 201_ Bonds; (b) one hundred twenty-five percent (125%) of the average annual debt service on the 201_ Bonds; or (c) ten percent (10%) of the proceeds of the 201_ Bonds. If the initial deposit into the Debt Service Reserve Fund does not cause the balance therein to equal the Debt Service Reserve Requirement or if no deposit is made, an amount of legally available funds of the City and, if necessary, COIT Revenues shall be credited to the Debt Service Reserve Fund on the last day of each calendar month until the balance therein equals the Debt Service Reserve Requirement. The monthly deposit shall be equal in an amount and sufficient to accumulate the Debt Service Reserve Requirement within five years of the date of delivery of the 201_ Bonds. If the City acquires a Debt Service Reserve surety to satisfy the Debt Service Reserve Requirement, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the surety to the extent necessary to comply such terms. Such agreement shall be deemed a part of this Ordinance for all purposes and is hereby incorporated herein by reference.

(2) The Debt Service Reserve Fund shall constitute the margin for safety and a protection against default in the payment of principal and interests on the 201_ Bonds, and the moneys in the Debt Service Reserve Fund shall be used to pay current principal of and interest on the 201_ Bonds to the extent that moneys in the Revenue Fund and the Sinking Fund (as hereinafter defined) are insufficient for that purposes. Any deficiency maintained in the Debt Service Reserve Fund shall be promptly made up from the next available legally available funds remaining after credits into the Revenue Fund and from COIT Revenues remaining after credits into the Sinking Fund (on a parity basis with the Outstanding Obligations). Any moneys in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be deposited in the Revenue Fund and applied as set forth in Section 10(A) hereof.

(3) The City need not fund the Debt Service Reserve Fund if, upon the advice of its financial advisor, it finds that funding the Debt Service Reserve Fund is not necessary to market the 201_ Bonds.

(4) The debt service reserve requirement, if any, for a Parity Obligations shall be set forth in the resolution or ordinance authorizing the Parity Obligations. Such resolution or ordinance may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding 201_ Bonds.

SECTION 11. FLOW OF FUNDS; PLEDGE.

Debt Service shall be payable as follows:

(A) Out of COIT Revenues. (1) There is hereby created the Sinking Fund. The Sinking Fund shall be held by the Clerk-Treasurer. On the first day of each month beginning on the first day of the first month following the date of issuance of the 201_ Bonds, the Clerk-Treasurer shall deposit COIT Revenues, to the extent legally available funds of the City are not available in the Sinking Fund, in an amount equal to (a) at least one-sixth (1/6) of the interest payable on the next succeeding interest payment date on all then outstanding 201_ Bonds payable on the then next succeeding interest payment date, (b) at least one-twelveth (1/12) of the principal on all then outstanding 201_ Bonds which mature annually payable on the then next succeeding principal payment date, and (c) at least one-sixth (1/6) of the principal on all then outstanding 201_ Bonds which mature semi-annually payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment dates shall have been so deposited. This deposit shall be in addition to the deposit required under the ordinances and leases authorizing the Outstanding Obligations.

(2) All money in the Sinking Fund shall be used and withdrawn solely for the purpose of paying lease rentals and debt service on the 201_ Bonds and the Outstanding Obligations as they shall become due and payable (including accrued interest on any Outstanding Obligations purchased or redeemed prior to maturity) and to fund or replenish the Debt Service Reserve Fund.

(3) The COIT Revenues and amounts in the Sinking Fund shall be invested in Qualified Investments at the direction of the Clerk-Treasurer.

(4) Any COIT Revenues available after meeting the requirements of this Section 11(A) may be used by the City for any lawful purpose.

(B) Pledge of Funds. The City in order to secure the payment of the Debt Service due under this Ordinance and to secure the performance and observance by the City of all covenants expressed or implied in this Ordinance does hereby pledge the COIT Revenues (on a parity with the Outstanding Obligations) and any investment proceeds thereof and all amounts in the Revenue Fund, Sinking Fund and Debt Service Reserve Fund to secure the payment of the Debt Service due hereunder, such pledge to be effective as set forth in IC 5-1-14-4 without filing or recording of the Ordinance or any other instrument. The pledge shall be effective only to the extent and for this term that the City is obligated to pay Debt Service under this Ordinance. The obligation to pay Debt Service is limited to moneys in the Revenue Fund, including legally available funds of the City on deposit therein, and COIT Revenues (on a parity with the Outstanding Obligations), moneys in the Debt Service Reserve Fund, and moneys in the Sinking Fund and investment earnings. The City has not pledged or otherwise encumbered the COIT Revenues (except for any Outstanding Obligations) and there are no prior liens, encumbrances or other restrictions on the COIT Revenues (except for any Outstanding Obligations).

SECTION 12. ISSUANCE OF ADDITIONAL BONDS.

(A) Parity Notes. The City reserves the right to authorize and issue Notes on a parity with the Notes for the purpose of raising money to complete the Project, to refund the Notes or for any other purposes permitted by the Act. Except as provided in this Ordinance, the terms and conditions of any parity notes shall be set forth in the resolution or ordinance authorizing the issuance of such parity notes.

(B) Parity Obligations – COIT Revenues. The authorization and issuance of Parity Obligations which shall be payable from COIT Revenues, shall be subject to the following conditions precedent:

(1) All principal and interest payments and all rental payments with respect to all obligations payable from COIT Revenues shall be current to date in accordance with the terms thereof, with no payment in arrears.

(2) For Parity Obligations payable from COIT Revenues ("COIT Parity Obligations") without a special benefits tax levy under IC 36-7-14-27 or other unlimited *ad valorem* property tax authorized to pay COIT Parity Obligations, the City and the Trustee (as well as the lessor and the trustee for the Outstanding Obligations) shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant (the "Certifier") certifying the amount of the COIT Revenues estimated to be received by the City in each succeeding year, adjusted as provided below, shall be at least equal to 125% of the lease rental and debt service requirements with respect to the outstanding 201_ Bonds, the Outstanding Obligations and the proposed COIT Parity Obligations. If, when the proposed COIT Parity Obligations are issued, the Hamilton County Income Tax Council shall have finally approved an increase in the rate at which the COIT is imposed, the Certifier may adjust the amount of COIT Revenues to take into account the increased COIT rate. The City shall approve and confirm the figures and estimates set forth by the Certifier in a certificate delivered to the City by the Certifier. If the COIT Parity Obligations will be secured by a special benefits tax under IC 36-7-14-27 or an unlimited property tax levy, the requirements of this paragraph (B)(2) need not be met.

(3) Payments of any COIT Parity Obligations shall be payable semiannually in approximately equal installments on February 1 and August 1.

Except as provided in this Ordinance, the terms and conditions of any Parity Obligations shall be set forth in the resolution or ordinance authorizing the issuance of such Parity Obligations and shall be subject to applicable "parity obligation" requirements.

(C) Subordinate Obligations. The City may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds as to the pledge of COIT Revenues. The terms and of such Subordinate Obligations shall be as set forth in the ordinance or resolution authorizing their issuance.

SECTION 13. TAX COVENANTS.

(A) In order to preserve the exclusion from gross income of interest on the 201_ Bonds under the Code and as an inducement to the Bond Purchaser, the City represents, covenants and agrees that:

(1) 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 201_ Bonds or property financed by proceeds of the 201_ Bonds other than as a member of the general public. The Project consists of, all or a portion of, but not limited to, the (a) installation

of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; and (c) construction of pumphouse, well, tunnels and foundations in connection with the Grand Park Sports Campus located in the Grand Junction Economic Development Area as amended and will be available for general public use. 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 actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that coveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the 201_ Bonds. If the City enters into a management contract for any portion of the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be emended, supplemented or superseded for 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 201_ Bonds.

(2) No more than 10% of the payment of the principal of or interest on the 201_ Bonds will be (under the terms of the 201_ Bonds, this Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments in respect of such property or borrowed money used or to be used for a private business use.

(3) No more than 5% of the 201_ Bond proceeds will be loaned to any entity or person. No more than 5% of the 201_ Bond proceeds will be transferred, directly or indirectly, or deemed transferred to any person or entity other than another state or local governmental unit in any manner that would in substance constitute a loan of the 201_ Bonds.

(4) The City reasonably expects, as of the date hereof, that the 201_ Bonds will not meet either the private business use test described in paragraph (1) and (2) above or the private loan test described in paragraph 3 above during the entire term of the 201_ Bonds.

(5) No more than 5% of the proceeds of the 201_ Bonds will be attributable to private business use as described in paragraph (1) and private security or payments described in paragraph (2) 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 government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(6) The City will not take any action or fail to take any action with respect to the 201_ Bonds that would result in the loss of the exclusion from gross income for

federal tax purposes of interest on the 201_ Bonds under Section 103 of the Code, nor will it act in any other manner which would adversely affect such exclusion; and the City will not make any investment or do any other act or thing during the period that the 201_ Bonds are outstanding which would cause any of the 201_ Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The City covenant and agree not to enter into any contracts or arrangements which would cause the 201_ Bonds to be treated as private activity bonds under Section 141 of the Code.

(7) The 201_ Bonds are not private activity bonds as defined in Section 141 of the Code.

(8) The 201_ Bonds are not federally guaranteed under Section 149(b) of the Code.

(9) The covenants in this Section 12 are based solely on current law in effect and in existence on the date of issuance of the 201_ Bonds. It shall not be an event of default under this Ordinance if interest on the 201_ Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of such 201_ Bonds.

(10) All officers, members, employees and agents of the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the City as of the date the 201_ Bonds are issued, and to enter into covenants evidencing the City's commitments made in this Ordinance. In particular, all or any officers of the City are authorized to certify and enter into covenants for the City regarding the facts and circumstances and reasonable expectations of the City on the date the 201_ Bonds are issued and the commitments made by the City regarding the amount and use of the proceeds of the 201_ Bonds.

(B) Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the 201_ Bonds from gross income for federal tax purposes ("Tax Exemption") need not be complied with if the City and the Trustee receive an opinion of nationally recognized bond counsel satisfactory to the City that any Tax Section is unnecessary to preserve the Tax Exemption.

(C) Any Parity Obligations will be subject to the tax covenants set forth in the resolution or ordinance authorizing the issuance of such Parity Obligations or COIT Parity Obligations, respectively.

SECTION 14. CONTRACTUAL NATURE OF THIS ORDINANCE.

(A) The provisions of this Ordinance shall constitute a contract by and between the City and the Owners of the Notes and the Owners of the 201_ Bonds herein authorized. After the issuance of the 201_ Bonds, this Ordinance, and the definition of, or the manner of determining, allocating or collecting the COIT Revenues or the lien created by this Ordinance, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of Owners of the 201_ Bonds (except as specifically permitted in Section 16 and 17), nor shall the City adopt any law, ordinance or resolution which in any way adversely affects the rights of such Owners so long as any of the 201_ Bonds remains unpaid.

(B) The City covenants not to impair the pledge of the COIT Revenues to the payment of the 201_ Bonds (except as provided in Section 12(B) hereof), so long as any of the 201_ Bonds are outstanding, or to impair any other pledge or covenant under this Ordinance during that period.

SECTION 15. DEFEASANCE OF THE 201_ BONDS.

(A) If, when the 201_ Bonds or a 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 201_ Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the 201_ Bonds or a portion thereof then outstanding 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 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 of 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 the 201_ Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the City. If no principal of or interest on the 201_ Bonds or any Subordinate Obligations is outstanding, any remaining funds may be used as provided in Section 11 of this Ordinance.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the City shall have received a verification from an accountant or firm of accountants appointed by the Clerk-Treasurer and acceptable to the City verifying the sufficiency of the deposit to pay the principal of the 201_ Bonds to the due date, whether such due date be by reasons of maturity or upon redemption.

SECTION 16. SUPPLEMENTAL ORDINANCE.

The City may, without the consent of, or notice to, the owners of the Notes or the Owners of the Bonds, adopt a supplemental ordinance for any one or more of the following purposes:

(A) To cure any ambiguity or formal defect or omission in this Ordinance;

(B) To grant to or confer upon the owners of the Notes or the Owners of the Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the Notes or the Owners of the Bonds, respectively;

(C) To modify, amend or supplement this Ordinance to permit the qualification of the Notes or the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Ordinance under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the Notes or the Owners of the Bonds;

(D) To provide for the refunding or advance refunding of all or a portion of the Notes or the Bonds;

(E) To amend this Ordinance to permit the City, to comply with any future federal tax law or any covenants contained in any supplemental ordinance with respect to compliance with future federal tax law;

(F) To provide for the issuance of parity Notes, Parity Obligations, COIT Parity Obligations, or subordinate obligations;

(G) To subject to this Ordinance additional revenues, security, properties or collateral; and

(H) To amend this Ordinance for any other purpose which in the judgment of the City does not adversely affect the interests of the owners of the Notes or the Owners of the Bonds in any material way.

SECTION 17. CONSENT TO SUPPLEMENTAL ORDINANCES.

(A) The owners of the Notes or the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such supplemental ordinances as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinances other than those provisions covered by Section 15; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any Bonds payable from COIT Revenue, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, or (e) a change in the provisions regarding the collection, deposit, and allocation of COIT Revenues as set forth in IC 6-3.5-6, as in effect on the date of the issuance of the 201_ Bonds and in the Bond Ordinance or in the lien on the COIT Revenues for any Bonds, or (f) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder, (g) a change in the method of accrual of interest on any Bonds, or (h) a change in the Debt Service Reserve Requirement.

(B) If at any time the City desires to adopt a supplemental Ordinance for any of the purposes permitted in this Section, the City shall cause written notice of the proposed adoption of such supplemental ordinance to be mailed by registered or certified mail to each owner of the Notes or Owners of the Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that copies of it are on file at its office for inspection by all owners of the Notes or the Owners of the Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the City, following the mailing of such notice, the owners of the Notes and the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental ordinance shall have consented to and approved the execution of such supplemental ordinance, no Note owner or subsequent Owners of the Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from adopting same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental ordinance as is permitted and provided by this Section, this Ordinance shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the owners of the Notes or the Owners of the Bonds, maybe in any number or concurrent writings of similar tenor and may be signed or executed by the owners of the Notes or the Owners of the Bonds, respectively, in person or by agent appointed in writing. Proof of the execution of any consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Notes or the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (a) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (b) by an affidavit of any witness to such execution.

(2) The fact of ownership of the Notes and the Bonds or the amount or amounts, numbers and other identification of the Notes or the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

SECTION 18. EVENTS OF DEFAULT

(A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(1) Default in the due and punctual payment of any interest on any Note or Bond; or

(2) Default in the due and punctual payment of the principal of any Note or Bond at its stated maturity or mandatory redemption date.

(B) Upon the occurrence of an Event of Default, the Trustee shall notify the owners of the Notes or the Owners of all Bonds, as the case may be, then outstanding of such Event of Default by registered or certified mail and will have the following rights and remedies:

(1) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Notes or the Bonds then outstanding.

(2) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners under this Ordinance, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(3) If the Trustee certifies that there is sufficient money on deposit in the funds and accounts under this Ordinance to pay Debt Service on all the Notes or the outstanding Bonds, the Trustee may declare the principal of and accrued interest on all Notes or Bonds, respectively, to be due and payable immediately in accordance with this Ordinance.

(4) The Trustee may use any money in the Construction Fund or the Debt Service Reserve Fund, as well as the allocable share of COIT Revenues pledged to the 201_ Bonds in the Sinking Fund to pay debt service on the Notes or Debt Service on the 201_ Bonds if there is an Event of Default.

(C) No right or remedy by the terms of this Ordinance conferred upon or reserved to the Trustee or to the owners of the Notes or the Owners is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion of employment of any other right or remedy.

(D) No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

(E) No waiver of any Event of Default, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Event of Default of shall impair any rights o remedies consequent thereon.

(F) Anything in this Ordinance to the contrary notwithstanding, the owners of a majority in aggregate principal amount of outstanding Notes and the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Ordinance, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Ordinance.

(G) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Ordinance shall, after payment of the costs and expenses of the Trustee including, without limitation, the fees and expenses of its counsel incurred in connection with the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Sinking Fund and all such money shall be applied to the Notes or the Bonds, as the case may be, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the Notes or the Bonds, including interest on any past due principal of any Note or Bond at the rate borne by such Note or Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the Notes or the Bonds which shall have become due at maturity, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of the Notes or the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Notes or the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the Notes or the Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(H) Whenever money is to be applied pursuant to the provisions of this subsection, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall establish a special record date for such payments and shall mail, at least fifteen (15) days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Trustee shall not be required to make payment of principal to the owner of any Note or the Owner of any Bond until such Note or Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(I) Whenever all principal of and interest on all Notes and all Bonds have been paid under the provisions of this subsection and all expenses and charges of the Trustee have been paid, any balance remaining in the Revenue Fund, Sinking Fund or the Debt Service Reserve Fund shall be paid as provided in Section 11 hereof.

(J) All rights of action (including the right to file proof of claims) under this Ordinance or under any of the Notes or the Bonds maybe enforced by the Trustee without the possession of any of the Notes or the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Notes or Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all outstanding Notes or the Owners of all the outstanding Bonds, respectively.

(K) No owner of any Note or Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Ordinance or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder unless such owner previously shall have given to the Trustee written notice of an Event of Default as provided above, and unless also the Note owner or owners or the Owner or Owners of a majority in principal amount of the Notes or Bonds, respectively, then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in this Ordinance, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy hereunder; it is understood and intended that no one or more owners of the Notes or Owners of the Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all owners of the outstanding Notes or all Owners of the outstanding Bonds, respectively.

Nothing in this Section contained shall, however, affect or impair the right of any Owner, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Notes or Bonds out of the Trust Estate, or the obligation of the City to pay the same, out of the Trust Estate or special funds and accounts, at the time and place expressed in the Notes or the Bonds.

(L) If the Trustee shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the owners shall be restored to their former positions and rights hereunder, respectively, and with regard to the property subject to this Ordinance, and all rights, remedies and powers of the Trustee and the owners of Notes or Bonds shall continue as if no such proceedings had been taken.

(M) The Trustee shall not waive (a) any Event of Default in the payment of the principal of any outstanding Note or Bond at the date of maturity specified therein or (b) any Event of Default in the payment when due of the interest on any outstanding Note or Bond unless prior to such waiver all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Note or Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver, or if any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 19. THE TRUSTEE.

(A) The Trustee hereby accepts the trusts and duties imposed upon it by this Ordinance, upon and subject to the express terms and conditions set forth in this Ordinance. Except during the continuance of an Event of Default (i) the Trustee undertakes to perform only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee; and (ii) in the absence of bad faith on its part, the Trustee may rely, as to the truth of the statements and correctness of the opinions expressed therein, upon the certificates or opinions furnished to the Trustee and conforming to the requirements of this Ordinance; but in the case of any such certificates or opinions which by any provision of this Ordinance are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine them to determine whether or not they conform to the requirements of this Ordinance. If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and power as vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(1) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such

attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the City or the in-house counsel for the Trustee), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(2) The Trustee shall not be responsible for any recital herein or in the Notes or the Bonds, except for the Certificate of Authentication required by this Ordinance, or for the validity of the execution by the City of this Ordinance or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Notes or the Bonds issued hereunder or intended to be secured hereby.

(3) The Trustee shall not be accountable for the use of any Bond authenticated or delivered hereunder. The Trustee may become the owner of any Note or the Owner of any Bond secured hereby with the same rights which it would have if not the Trustee and any Bond owned by the Trustee shall be deemed outstanding unless cancelled pursuant to the provisions hereof.

(4) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the City. Any action taken by the Trustee pursuant to this Ordinance upon the request or consent of any person who at the time of making such request or giving such consent is the owner of any of the Notes or the Owner of any of the Bonds, shall be conclusive and binding upon all future owners of the Notes or Owners of the Bonds, respectively, and upon owners of the Notes or Owners of any Bonds issued in exchange therefor or in place thereof, respectively.

(5) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the City as conclusive evidence that such resolution or ordinance has been duly adopted and is in full force and effect.

(6) The permissive right of the Trustee to do things enumerated in this Ordinance shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(7) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the City pertaining to the revenues and receipts pledged to the payment of the Notes or the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(8) The Trustee shall not be required to give any bond or surety in respect of the execution of such trusts and powers or otherwise in respect of the premises.

(9) Notwithstanding anything elsewhere in this Ordinance, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Ordinance, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the City to the authentication of the Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(10) Before taking the action referred to in Section 18(B), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken. No provision of this Ordinance shall require the Trustee to expend or risk its own funds in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers if it has reasonable grounds for believing that repayment of these funds or adequate indemnity against this risk or liability is not reasonably assured to it.

(11) All money received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received segregated from other funds to the extent required by law. The Trustee shall not be under any liability for interest on any money received hereunder except such as maybe agreed upon.

(12) The Trustee for all purposes of this Ordinance shall be deemed to be aware of any Event of Default.

(B) The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, but solely from money available therefor under this Ordinance. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

(C) In any judicial proceeding to which the City, is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the owners of the Notes or the Owners of the Bonds, the Trustee may intervene on behalf of the owners.

(D) Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the City may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to the Owners whereupon a successor or temporary Trustee shall be appointed in accordance with subsection (G).

(E) The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice by registered or certified mail to the City, and the owners of the Notes or the Owners of the Bonds, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with subsection (G) and acceptance of such appointment by the successor Trustee. If the City fails to appoint a successor Trustee within 60 days of receipt of notice of the Trustee's resignation, the Trustee may petition a court of competent jurisdiction to appoint a successor Trustee.

(F) The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the City and signed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners of a majority of the aggregate principal amount of the outstanding Bonds or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in subsection (E) with respect to the resignation of the Trustee and such removal shall take effect upon the appointment of a successor Trustee. The City shall appoint a successor Trustee immediately upon the removal of the Trustee. So long as no Event of Default, or an event which with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time, upon appointment of a successor Trustee, by resolution or ordinance of the Common Council filed with the Trustee.

(G) If the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or by a receiver appointed by a court, a successor may be appointed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners of a majority of the aggregate principal amount of all Bonds then outstanding by an instrument or concurrent instruments in writing signed by the owners of a majority of the aggregate principal amount of the outstanding Notes or the Owners or by their attorneys-in fact duly authorized, a copy of which shall be delivered personally or sent by registered or certified mail to the City. Nevertheless, in case of such vacancy the City by supplemental ordinance may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the owners may appoint a successor Trustee; and any such temporary Trustee so appointed by the City shall become the successor Trustee if no appointment is made by the owners within such period but if an appointment is made by the owners, such appointment shall immediately and without further act be superseded by any Trustee so appointed by such owners. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by subsection (E) with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or a commercial bank with trust powers and having a reported capital and surplus of not less than $50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(H) Every successor or temporary Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Clerk-Treasurer of the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Clerk-Treasurer of the City, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of subsection (B), execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, money and other property or documents held by it as Trustee hereunder to it successor hereunder. Should any instrument in writing from the City be required by any successor or temporary Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Clerk-Treasurer of the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor or temporary Trustee hereunder, together with all other instruments provided for in this Section, shall be filed or recorded by the successor or temporary Trustee in each office where this Ordinance shall have been filed.

SECTION 20. THE REGISTRAR AND PAYING AGENT.

(A) The Clerk-Treasurer of the City may appoint a separate Registrar or Paying Agent.

(B) Each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Ordinance to be exercised by or vested in or conveyed to the Trustee with respect to this Ordinance shall be exercisable by and vested in Registrar or Paying Agent but only to the extent necessary to enable the Registrar and Paying Agent, to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by the Registrar and Paying Agent, shall run to and be enforceable by it.

(C) Should any instrument in writing from City or agreement be required by the Registrar and Paying Agent for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the Registrar and Paying Agent, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Registrar and Paying Agent so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Registrar and Paying Agent.

SECTION 21. NOTICES. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, sent by telegram, addressed to the appropriate Notice Addresses. The City, or the Registrar and Paying Agent, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 22. BUSINESS DAYS. In any case where the due date of a payment of principal or interest of the Notes or the Bonds or the date fixed for redemption of any portion of the Notes or the Bonds shall be a Saturday, Sunday or a legal holiday or a day on which the offices of the Registrar, Paying Agent or Trustee are required or authorized by law to be closed, or the Federal Reserve wire system is closed, then such payment of principal or interest may be made on the succeeding business day with the same force and effect as if made on the due date of a payment of principal or interest of the Notes or the Bonds or the date fixed for redemption of any portion of the Notes or the Bonds.

SECTION 23. 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 24. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance, are, to the extent of such conflict, hereby repealed or amended.

SECTION 25. EFFECTIVE DATE. This Ordinance shall be in full force and effect immediately upon its passage and signing by the Mayor.

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ADOPTED AND PASSED THIS 9TH DAY OF JULY, 2012, 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
John Dippel	John Dippel	John Dippel
Steve Hoover	Steve Hoover	Steve Hoover
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
Bob Smith	Bob Smith	Bob Smith
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
Robert Stokes	Robert Stokes	Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 12-21 was delivered to the Mayor of Westfield on the _____ day of _____________, 2012, at ___:___ __.m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 12-21

this _____ day of _____________, 2012

at ___:___ __.m.

____
J. Andrew Cook, Mayor

I hereby VETO Ordinance 12-21

this _____ day of _____________, 2012.

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.

____
Signed

This document prepared by
James T. Crawford, Jr., Esq.
KRIEG DEVAULT, LLP
949 East Conner Street, Suite 200
Noblesville, Indiana 46060
(317) 238-6239

ACCEPTANCE OF OFFICE OF REGISTRAR AND PAYING AGENT

The undersigned hereby accepts the duties and obligations of Registrar and Paying Agent imposed by the foregoing Ordinance.

CLERK-TREASURER, CITY OF WESTFIELD, INDIANA, as Registrar and Paying Agent

By: ______________________________
Cindy J. Gossard, Clerk-Treasurer

ATTEST:

____
Teresa Skelton
Date: ______________, 2012

Notice Address of Registrar and Paying Agent:

Clerk-Treasurer, City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46074

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EXHIBIT A

DESCRIPTION OF PROJECT

Improvements, including but not limited to the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; (c) construction of pumphouse, well, tunnels and foundations; and (d) engineering and professional fees for roadway improvements, including a roundabout to be located at the intersection of 191st Street and Tomlinson Road which will serve Grand Park; all in connection with the Grand Park Sports Campus located in the Grand Junction Economic Development Area as amended up to a maximum cost of $8,900,000.

ORDINANCE 12-22

ORDINANCE FOR ADDITIONAL APPROPRIATION OF THE PROCEEDS OF THE CITY OF WESTFIELD, INDIANA COUNTY OPTION INCOME TAX REVENUE BOND ANTICIPATION NOTES OF 2012

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

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

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

WHEREAS, on July 9, 2012, the Council of the City prior in time to the adoption of this Ordinance for Additional Appropriation adopted an ordinance (the "Bond Ordinance") pursuant to I.C. 5-1-14, I.C. 6-3.5-6 and I.C. 36-4-6-19 (collectively, the "Act") authorizing bonds and, to provide interim financing, bond anticipation notes, to be issued under the terms and conditions established in the Bond Ordinance, and designated such bonds as the "City of Westfield, Indiana County Option Income Tax Revenue Bonds of 201_," in an aggregate principal amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000) (the "Bonds") and further designated such bond anticipation notes as "City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2012 in an aggregate principal amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000) (the "BANs") to provide funds to be applied to costs associated with, all or a portion of, but not limited to, improvements, including but not limited to the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; (c) construction of pumphouse, well, tunnels and foundations; and (d) engineering and professional fees for roadway improvements, including a roundabout to be located at the intersection of 191st Street and Tomlinson Road which will serve Grand Park; all in connection with the Grand Park Sports Campus located in the Grand Junction Economic Development Area as amended, including reimbursement of the cost thereof, together with expenses in connection with the issuance of the Bonds and BANs on account thereof, the funding of capitalized interest, if deemed necessary, and the funding of a debt service reserve fund, if deemed necessary (collectively, the "Project"); and,

WHEREAS, the proceeds of the Bonds (and investment earnings thereon) and the proceeds of the BANs (and any investment earnings thereon) have not been included in any regular budget; and,

WHEREAS, the City has determined that it will initially issue BANs to provide interim financing for the Project; and,

WHEREAS, the Council has published notice in accordance with I.C. 6-1.1-18-5 and I.C. 5-3-1, regarding a public hearing on the appropriation of the proceeds of the BANs to be utilized by the City to acquire, construct, install and equip the Project; and,

WHEREAS, the Council, on this date, held a public hearing regarding the appropriation of the proceeds of the BANs in an amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000), together with investment earnings thereon, to be utilized by the City to acquire, construct, install and equip the Project at which public hearing all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriation.

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

Section 1. The proceeds derived from the sale of the BANs to be issued by the City in an aggregate amount not to exceed Eight Million Nine Hundred Thousand Dollars ($8,900,000), together with investment earnings thereon, shall be and the same are hereby appropriated to be applied to the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy and shall continue in effect until the payment of the costs of the Project, together with expenses incidental thereto, including expenses in connection with the issuance of Bonds and BANs. Any surplus of such proceeds shall be credited to the proper fund as required by law.

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

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

Section 4. The Clerk-Treasurer of the City is hereby authorized and directed to report the additional appropriation to the Indiana Department of Local Government Finance in accordance with I.C. 6-1.1-18-5.

ADOPTED AND PASSED THIS 9TH DAY OF JULY, 2012, 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
____________ John Dippel	____________ John Dippel	____________ John Dippel
____________ Steve Hoover	____________ Steve Hoover	____________ Steve Hoover
____________ Robert L. Horkay	____________ Robert L. Horkay	____________ Robert L. Horkay
____________ Bob Smith	____________ Bob Smith	____________ Bob Smith
____________ Cindy L. Spoljaric	____________ Cindy L. Spoljaric	____________ Cindy L. Spoljaric
____________ Robert Stokes	____________ Robert Stokes	____________ Robert Stokes

ATTEST:

____
Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 12-22 was delivered to the Mayor of Westfield on the _____ day of _____________, 2012, at ___:___ __.m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 12-22	I hereby VETO Ordinance 12-22
this _____ day of _____________, 2012	this _____ day of _____________, 2012.
at ___:___ __.m.	at ___:___ __.m.
______________________________	______________________________
J. Andrew Cook, Mayor	J. Andrew Cook, Mayor

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

____
Signed

This document prepared by
James T. Crawford, Jr., Esq.
KRIEG DEVAULT, LLP
949 East Conner Street, Suite 200
Noblesville, Indiana 46060
(317) 238-6239

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ORDINANCE 12-19

ORDINANCE TO AMEND ORDINANCE 10-22 ESTABLISHING THE FAÇADE IMPROVEMENT GRANT PROGRAM OF THE CITY OF WESTFIELD

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 adopt changes as necessary to adequately respond to the needs of the City; and,

WHEREAS, it has come to the attention of the Council that an amendment to the current Façade Improvement Program is necessary.

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

Section 1. That the City hereby amend the Façade Improvement Program to allow for the eligibility of Government owned building.

Section 2. The Westfield Community Development Department is hereby authorized to institute these changes immediately.

Section 3. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed, all acts necessary in the creation of these amendments are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS ________DAY OF ________2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
______________________ Jim Ake	______________________ Jim Ake	______________________ Jim Ake
______________________ John Dippel	______________________ John Dippel	______________________ John Dippel
______________________ Steven Hoover	______________________ Steven Hoover	______________________ Steven Hoover
______________________ Robert L. Horkay	______________________ Robert L. Horkay	______________________ Robert L. Horkay
______________________ Cindy L. Spoljaric	______________________ Cindy L. Spoljaric	______________________ Cindy L. Spoljaric
______________________ Robert J. Smith	______________________ Robert J. Smith	______________________ Robert J. Smith
______________________ Robert W. Stokes	______________________ Robert W. Stokes	______________________ Robert W. Stokes

ATTEST:

____

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-19 was delivered to the Mayor of Westfield

on the _______ day of _______________, 2012, at _______ ____ m.

____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 12-19	I hereby VETO ORDINANCE 12-19
this ______ day of ______________, 2012.	this ______ day of ______________, 2012.
___________________________ J. Andrew Cook, Mayor	___________________________ J. Andrew Cook, Mayor

ATTEST:

____
Cindy J. Gossard, Clerk Treasurer

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

ORDINANCE 12-20

ORDINANCE OF THE CITY OF WESTFIELD REPLACING CHAPTER 34-ARTICLE IV “WEEDS AND OTHER VEGETATION” IN OF THE CODE OF ORDINANCES, CITY OF WESTFIELD

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

WHEREAS, it is the duty and the responsibility of the Council to maintain the health and safety of the citizens of the City and to maintain the Code of Ordinances, of Westfield, Indiana (“Code”) in an updated and efficient manner, and;

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

Section 1. **Replacement of Previous Ordinance.** As of the effective date of this Ordinance, Chapter 34-Article 4 of the Code shall be replaced by the provisions contained in this Ordinance. The Director of Department of Community Development is hereby directed make all necessary changes.

Section 2. **Definitions.**

“Debris” shall include the remains of something broken-down or destroyed.

“Rank Vegetation” shall include those weeds and growing vegetation which is excessively vigorous in growth, shockingly conspicuous, malodorous and/or flagrant. This definition shall also apply to any and all vegetation that inhibits a safe field of view along any public roadway.

“Weeds” shall include any plant that is not valued where it is growing, and is of rank growth, tends to overgrow or choke out more desirable plants and/or is listed as a weed in the U.S. Department of Agriculture publication entitled *Common Weeds of the United States*, or in any similar government publication.

Section 3. **Violation.** It is a violation of this Chapter to have weeds, rank vegetation and/or debris on any real property ("property") located within the City's corporate limits.

<u>Section 4.</u> **Requirement to cut.** All owners of property located within the City shall cut and remove weeds and other rank vegetation growing thereon that exceeds a height of twelve inches, and shall keep their property clear of debris.

<u>Section 5.</u> **Violation Notice.** In the event of a violation of this Chapter, the Director and/or his designee, or an officer of the Police or Fire Department shall issue a written notice ("Violation Notice") to the violating landowner. The Violation Notice shall identify the violation and order the landowner to correct the same within ten calendar days from the date on which the Violation Notice is served on the landowner ("Abatement Period"). Posting notice conspicuously on the property in violation, personal service, service by U.S. certified mail, regular mail or any other manner service recognized in the Indiana Rules of Trial Procedure shall constitute proper service upon the landowner for purposes of this Chapter.

<u>Section 6.</u> **Appeal.** Any Violation Notice issued pursuant to this Chapter may be appealed to the Board of Public Works and Safety ("Board") if written notice of appeal is served by the landowner on the City within the time period contained in the Violation Notice. The timely appeal of a Violation Notice shall toll the abatement period pending the issuance of a decision thereon by the Board. Service of this Notice shall be to the Community Development Department.

<u>Section 7.</u> **City to abate.** If the landowner fails to timely abate each violation set forth in a Violation Notice, the landowner shall be deemed to have granted permission to the City to enter the landowner's property for the limited purpose of inspecting, cutting and/or removing such debris, weeds or rank vegetation located thereon and identified in the Violation Notice. In such case, the Director, or his designee, shall prepare a certified statement as to the actual administrative and other costs incurred by the City in taking such action, and serve a copy of the invoice on the landowner. The landowner shall, within seven calendar days from the date on which the landowner is served with such invoice ("Payment Period"), pay in full the amount stated thereon to the Department of Community Development ("Department").

<u>Section 8.</u> **Appeal of costs.** Any invoice issued pursuant to this Chapter may be appealed to the Board of Public Works and Safety if written notice of appeal is served on the Director within seven calendar days from the date on which the invoice is served on the landowner. The timely appeal of an invoice shall toll the payment period pending the issuance of a decision thereon by the Board.

<u>Section 9.</u> **Failure to pay.** If the landowner fails to timely pay an invoice issued pursuant to this Chapter, the Director, or his designee, shall certify to the County Auditor the amount of the invoice, plus any additional administrative costs incurred in the certification of the same. The Auditor shall place the total amount so certified on the tax duplicate for the property at issue, and the total amount, including any accrued interest, shall be collected as delinquent taxes are collected and shall be disbursed to the general fund of the City.

Section 10. **Time of appeals.** The Board shall hear any timely requested appeal of a Notice of Violation or invoice within 30 calendar days following receipt of the same, and shall thereafter promptly issue a written decision granting or denying, in whole or in part, the appeal. The date on which the Board's decision is served on the landowner shall thereafter become the first calendar day of the abatement period or payment period, as applicable.

Section 11. **Penalty.** Any person who violates any provision of this Chapter shall be subject to the General Penalties set forth in § 1-6 of the Code. Each day that a violation continues shall constitute a separate offense.

Section 12. The Noblesville City Court shall be the court of proper venue and jurisdiction for enforcement pursuant to the Interlocal Agreement between the Cities of Westfield and Noblesville. The Hamilton Circuit or Superior courts may also be utilized as determined by the City Attorney.

Section 13. This Chapter supplements and does not limit any other remedy or action available in law or in equity regarding the subject matter hereof.

Section 14. The following provisions in this Section 14 shall not apply to lots located within a residential subdivision secondary plat recorded after September 7, 1977. This Chapter is not intended to apply to properties being utilized in an agricultural manner, or properties or portions of property that are clearly intended to remain in a natural state, such as, but not limited to, woods, forests, creeks, hedgerows, wetlands, wildflower preservation areas, nature preservation areas, and/or natural wildlife habitats. The Director shall have discretion to determine whether the property in question qualifies under the exception stated herein.

Section 15. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon its passage by the City Council, its publication in accordance with law and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. In the event any portion of this Ordinance is later deemed invalid all remaining portions shall remain in place. All acts taken pursuant to the adoption of this Ordinance are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMITON COUNTY, INDIANA THIS _____ DAY OF ________________, 2012.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For	Voting Against	Abstain
____________________ Jim Ake	____________________ Jim Ake	____________________ Jim Ake
____________________ John Dippel	____________________ John Dippel	____________________ John Dippel
____________________ Steven Hoover	____________________ Steven Hoover	____________________ Steven Hoover
____________________ Robert L. Horkay	____________________ Robert L. Horkay	____________________ Robert L. Horkay
____________________ Robert J. Smith	____________________ Robert J. Smith	____________________ Robert J. Smith
____________________ Cindy L. Spoljaric	____________________ Cindy L. Spoljaric	____________________ Cindy L. Spoljaric
____________________ Robert W. Stokes	____________________ Robert W. Stokes	____________________ Robert W. Stokes

ATTEST:

____
Cindy J. Gossard, Clerk Treasurer

I hereby certify ORDINANCE 12-20 was delivered to the Mayor of Westfield on the

___________ day of ____________ , 2012, at ___________ _____ m.

____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 12-20

this__________ day of __________, 2012.

____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 12-20

this______day of__________, 2012.

____
J. Andrew Cook, Mayor

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-626

ORDINANCE NUMBER 12-25

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

This is a planned unit development ordinance (the “Hall and House PUD Ordinance”) to amend the Westfield-Washington Zoning Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “Zoning Ordinance”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (“City”) 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 1206-PUD-06, filed with the Commission requesting an amendment to the Zoning Ordinance;

WHEREAS, the Commission forwarded Docket 1206-PUD-06 to the Westfield City Council with a favorable (7-0) recommendation in accordance with Ind. Code § 36-7-4-608, as required by Ind. Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the City Council on July 3, 2012;

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

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE ZONING ORDINANCE AND ZONING MAP BE AMENDED AS FOLLOWS:

SECTION 1. APPLICABILITY OF ORDINANCE

1.1 This PUD District Ordinance (the “Ordinance”) applies to the subject real estate, more particularly described in Exhibit A attached hereto (the “Real Estate”).

1.2 The underlying zoning district shall be the GB – General Business District (the “GB District”) with the provisions of Section 16.04.065 (“State Road 32 Overlay”) ordinance, except that an access road, as outlined in Section 16.04.065.5.C, is not required in the Hall and House PUD.

Section 16.04.70 (US Highway 31 Overlay Zone) of the Zoning Ordinance shall be inapplicable to the use and development of the real estate. Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Zoning Ordinance applicable to the GB District shall apply.

1.3 All provisions and representations of the Zoning Ordinance that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.

SECTION 2. PERMITTED USES

2.1 Antiques, Motels, Hotels, Art School, Artisan School, Bakeries, Banks, Savings & Loan Assn., Barber and Beauty Schools, Barber and Beauty Shops, Bicycle Sales Rentals & Service, Blueprinting, Photocopying, Job Printing, Book Store (Excluding Adult), Camera Stores, Carwash (Indoor), China and Glassware Shops, Comic Shops, Convenience Store with Gasoline Sales, Credit Union Offices, Dancing Schools, Delicatessen, Dentist, Department Stores under 10,000 square feet, Discount Stores < 10,000 square feet, Drug Stores, Dry Cleaning and Laundry Pickup, Employment Agencies, Fabric Shops, Floor Coverings, Florist, Galleries, Gift Shops, Grocery Stores, Health Fitness and Exercise Centers, Hardware Stores without Outside Displays, Hobby Shops, Hospitals (minor) Medical, Dental Clinics and Labs, Insurance Companies, Jewelry Store, Lawyers, Liquor Stores, Loan Offices, Locksmith Shops, Luggage stores, Mail Order Store, Music Records Instrument Shops, Music Schools, Office Building, Optometrists, Paint and Wallpaper Stores, Pet Grooming, Pet Shops, Physicians, Picture Framing, Real Estate Offices, Restaurants and Cafeterias Having More Than Fifty (50%) Percent of Gross Sales Derived From Food Sales, Shoe Repair, Shoe Store, Sporting Goods, Stationary stores, Taylor and Seamstress, Tobacco Shop, Travel Bureau, Veterinarians Small Animals (No Outdoor Runs, etc.) and Wearing Apparel and Accessory Shops

SECTION 3. DEVELOPMENT STANDARDS

3.1 Hall and House Commercial Subdivision, as shown in Exhibit B, shall be comprised of Three (3) blocks; Block “A”, Block “B”, and Block “C”.

3.2 Public Trailways – There shall be dedicated to the City, Block “C”, as shown in Exhibit B, Thirty Five Feet (35) for the future City of Westfield Trailway System. The Trailway shall be dedicated within sixty (60) days of written notice by the City of Westfield. All setback and buffer measurements for the western boundary of Block “B” shall be measured from the western boundary of Block “C”.

3.3 Minimum front yard building setback along State Road 32 and Westfield Park Drive from the public right-of-way shall be thirty (30) feet.

3.4 Minimum Rear and Sideyard Setbacks shall be twenty (20) feet unless a required buffer or transition yard is required.

3.5 An eight (8) foot asphalt sidewalk shall be installed along Westfield Park Drive at the time each lot develops.

SECTION 4. APPROVAL Upon motion duly made and seconded, this Ordinance was fully passed by members of the Common Council this _________ day of _______________, 2012.

[REST OF PAGE IS INTENTIONALLY LEFT BLANK]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNDIL OF WESTFIELD, HAMILTON COUNTY, INDIANA THIS ________ DAY OF ____________________, 2012.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For	Voting Against	Abstain
____________________ Robert L. Horkay	____________________ Robert L. Horkay	____________________ Robert L. Horkay
____________________ John Dippel	____________________ John Dippel	____________________ John Dippel
____________________ Steven Hoover	____________________ Steven Hoover	____________________ Steven Hoover
____________________ Jim Ake	____________________ Jim Ake	____________________ Jim Ake
____________________ Robert J. Smith	____________________ Robert J. Smith	____________________ Robert J. Smith
____________________ Cindy L. Spoljaric	____________________ Cindy L. Spoljaric	____________________ Cindy L. Spoljaric
____________________ Robert W. Stokes	____________________ Robert W. Stokes	____________________ Robert W. Stokes

ATTEST:

____

Cindy J. Gossard, Clerk-Treasurer

I hereby certify ORDINANCE 12-25 was delivered to the Mayor of Westfield on the ____________ day of ____________________, 2012, at __________________ m.

____

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 12-25	I hereby VETO ORDINANCE 12-25
this __________day of ________, 2012	this __________day of ________, 2012
___________________________	___________________________
J. Andrew Cook, Mayor	J. Andrew Cook, Mayor

ATTEST:

____

Cindy J. Gossard, Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Larry House and Rodger Hall

Prepared by: Larry House and Rodger Hall – Hall and House, LLC

6501 Bluff Road, P.O. Box 47710, Indianapolis, Indiana 46247

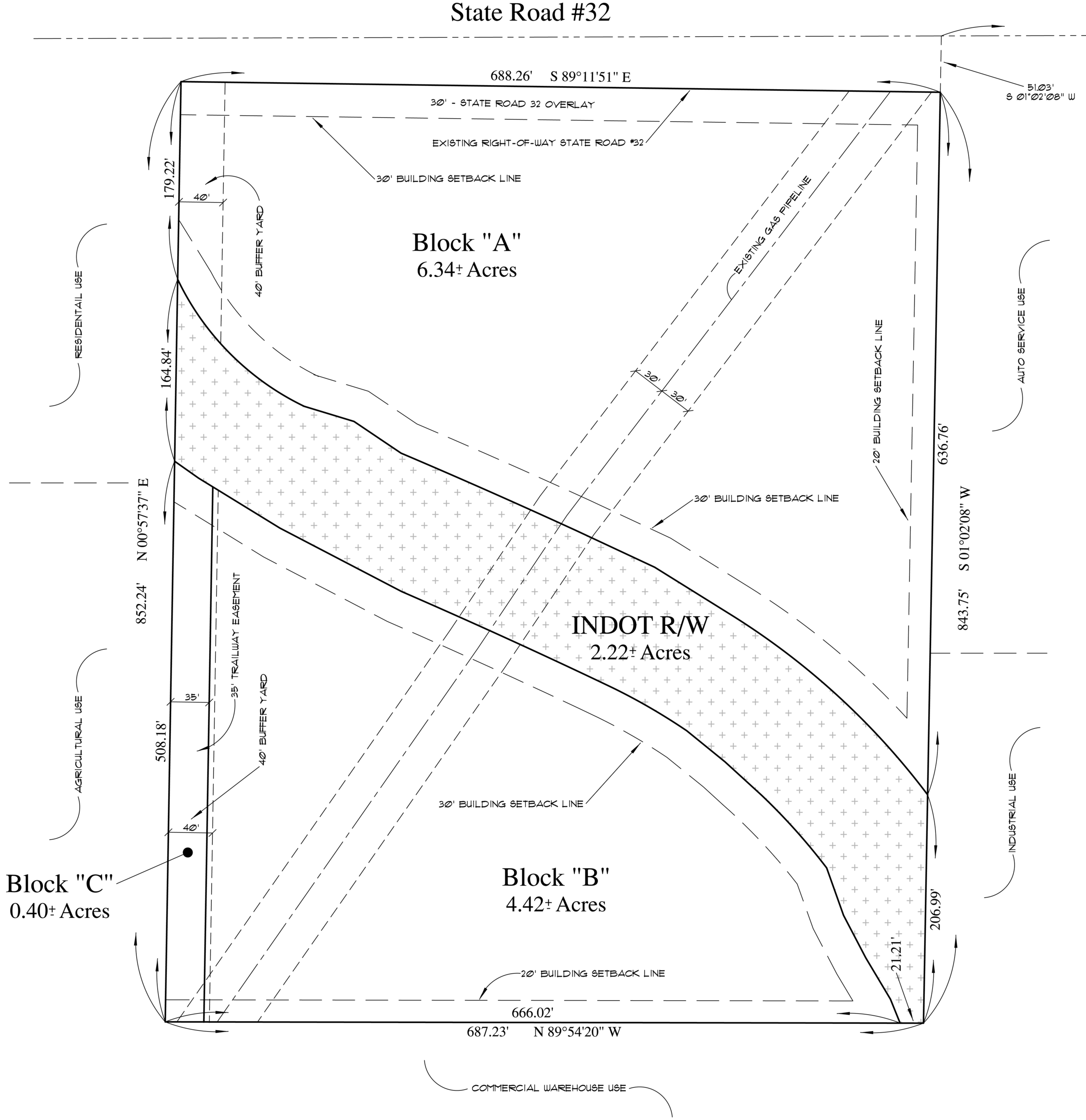
EXHIBIT “A”

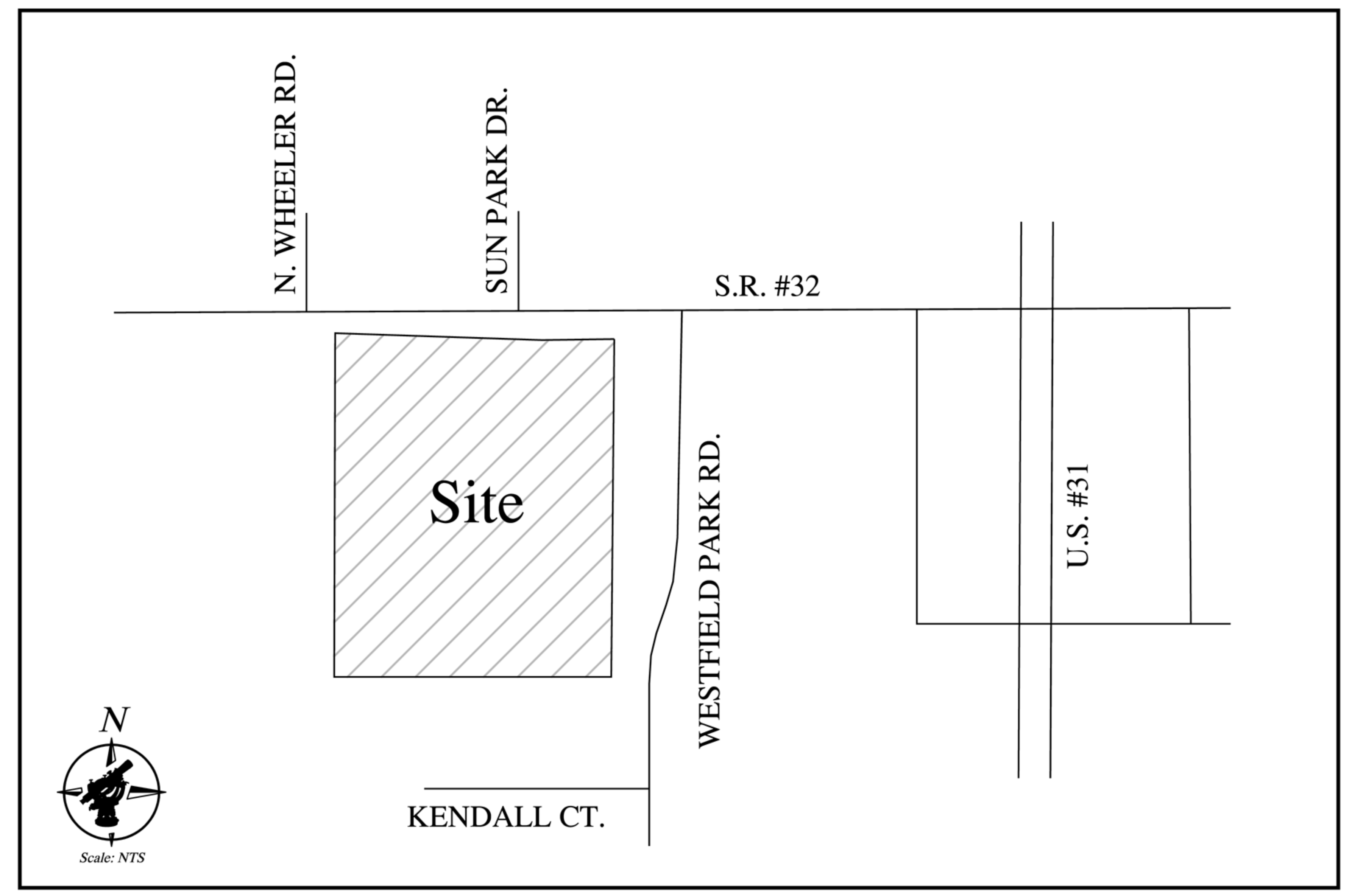
DESCRIPTION

Part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East located in Hamilton County, Indiana described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 36, Township 19 North, Range 3 East (said corner being South 89 degrees 49 minutes 58 seconds West 79.77 feet from the Northeast corner of the East Half of the Northwest Quarter of Section 1, Township 18 North, Range 3 East) assumed basis of bearings; thence South 89 degrees 49 minutes 58 seconds West along the North line of the said Half Quarter Section 551.56 feet to the northeast corner of a variable right-of-way of State Road 32 per Project STP-008-6(006) parcel 41; thence South 01 degrees 02 minutes 08 seconds West 51.03 feet to the southeast corner of said right-of-way parcel 41, being the Point of Beginning; thence South 01 degrees 02 minutes 08 seconds West 843.75 feet to the north right-of-way of the Central Indiana Railroad; thence North 89 degrees 54 minutes 20 seconds West along said right-of-way 687.23 feet; thence North 00 degrees 57 minutes 37 seconds East 852.24 feet to the southwest corner of the aforesaid variable right-of-way; thence North 89 degrees 11 minutes 51 seconds East along the south line of said right-of-way 688.26 feet to the Point of Beginning containing 13.38 acres more or less.

Exhibit "B"





AREA MAP

DESCRIPTION

Part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East located in Hamilton County, Indiana described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 36, Township 19 North, Range 3 East (said corner being South 89 degrees 49 minutes 58 seconds West 79.77 feet from the Northeast corner of the East Half of the Northwest Quarter of Section 1, Township 18 North, Range 3 East) assumed basis of bearings; thence South 89 degrees 49 minutes 58 seconds West along the North line of the said Half Quarter Section 551.56 feet to the northeast corner of a variable right-of-way of State Road 32 per Project STP-008-6(006) parcel 41; thence South 01 degrees 02 minutes 08 seconds West 51.03 feet to the southeast corner of said right-of-way parcel 41, being the Point of Beginning; thence South 01 degrees 02 minutes 08 seconds West 843.75 feet to the north right-of-way of the Central Indiana Railroad; thence North 89 degrees 54 minutes 20 seconds West along said right-of-way 687.23 feet; thence North 00 degrees 57 minutes 37 seconds East 852.24 feet to the southwest corner of the aforesaid variable right-of-way; thence North 89 degrees 11 minutes 51 seconds East along the south line of said right-of-way 688.26 feet to the Point of Beginning containing 13.38 acres more or less.

NORTHPOINTE SURVEYING, Inc.
586 South State Road 135
Suite "B"
Greenwood, Indiana 46142
Office - 317-884-3020
Fax - 317-884-3025
www.npes.biz

PROJECT NAME
Hall & House Commercial Subdivision
City of Westfield, Hamilton County, Indiana

SHEET TITLE
Conceptual Plan

PREPARED FOR
Hall & House LLC
6501 Bluff Raod, P.O. Box 47710
Indianapolis, Indiana 46247

SCALE 1"=50'
DRAWN BY
CHECKED BY DJS
Seal

Sheet 1 of 1
Date: 04-09-2012
Job # 12-0028

Westfield City Council Report

Ordinance Number:	12-25
APC Petition Number:	1206-PUD-06
Petitioner:	Hall and House
Requested Action:	Change in zoning on approximately 13.4 acres from the EI district to the Hall and House PUD District.
Current Zoning District:	Enclosed Industrial (EI)
Requested Zoning District:	Hall and House PUD
Filing Date:	May 4, 2012
Referral Date to APC:	May 14th, 2012
APC Public Hearing:	June 4, 2012
APC Recommendation:	July 2, 2012
Adoption Consideration:	July 9, 2012
Exhibits:	1. Staff Report 2. Aerial Location Map 3. APC Certification 4. Conceptual Site Layouts
Prepared By:	Ryan P. Clark

Petition History

This petition for a change in zoning was filed on May 4, 2012. This petition received a public hearing at the June 4th, 2012 Advisory Plan Commission meeting. It received a favorable recommendation for approval at the July 2, 2012 Advisory Plan Commission meeting.

Procedural

- Requests for a change in zoning are required to be considered at a public hearing, in accordance with Ind. Code §36-7-4-1505.
- The Advisory Plan Commission (the "APC") held a public hearing on June 4, 2012 and issued a favorable recommendation (7-0) to the City Council in support of the proposed rezone request at its July 2, 2012 meeting.
- Notification of the June 4, 2012 public hearing was provided in accordance with the APC Rules of Procedure.
- The Westfield City Council may take action on this item at the July 9, 2012 meeting.

Project Overview

The subject property is approximately 13.4 acres in size and is located at 1001 W. State Road 32 (the "Property"). The Property is bound by SR 32 to the north, industrial property to east and south, and residential/agricultural to the west. The Property is primarily agricultural in use.

The proposed Hall and House PUD Ordinance (the "PUD") establishes three (3) blocks. Block "A" is on the north side of the proposed Westfield Business Park Drive realignment and Block "B" is on the south side. Block "C" borders Block "B" along its western boundary and is to be dedicated to the city for the future extension of the Monon Trail. The proposed PUD defaults to the underlying zoning of General Business ("GB") and includes the provisions of the State Highway 32 Overlay Zone (the "SR 32 Overlay"); with the exception that the access road requirements of the SR 32 overlay would not apply to the PUD. The United States Highway 31 Overlay Zone would not be applicable to Hall and House PUD.

Indiana Statute

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

1. The Comprehensive Plan

The Future Land Use Map of the Westfield-Washington Comprehensive Plan (the "Comprehensive Plan") identifies the Property as "Employment Corridor". Office and service uses are contemplated along Westfield highway corridors. These types of uses are intended to be employment-generating uses. However, the Comprehensive Plan does acknowledge retail uses that are subordinate to and supportive of office and service uses, as acceptable.

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

The Property is currently vacant.

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

The Comprehensive Plan establishes this area as an employment corridor which recommends office and employment uses and acknowledges retail uses as acceptable.

4. The conservation of property values throughout the jurisdiction.

The impact to property values throughout the jurisdiction shall remain neutral or have a positive impact as a result of the rezoning. The future U.S. 31 Major Moves project and limited access intersection at U.S. 31 and S.R. 32 should increase the visibility of this area.

5. Responsible growth and development.

The Property is contiguous to existing developments and the development of the Property would be consistent with the principles of contiguous growth. City services such as water, sewer and emergency services already exist on or near the Property.

Recommendations/Actions

- Economic and Community Development Department [July 2, 2012]
  The Westfield Economic and Community Development Staff, in its report to the APC, made a recommendation that the APC forward a favorable recommendation to the City Council.

- Advisory Plan Commission [July, 2012]
  The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 7-0).

- City Council
  - Introduction: [May 14, 2012]
  - Eligible for Adoption: [July 9, 2012]

Submitted by: Ryan P. Clark, *Associate Planner*

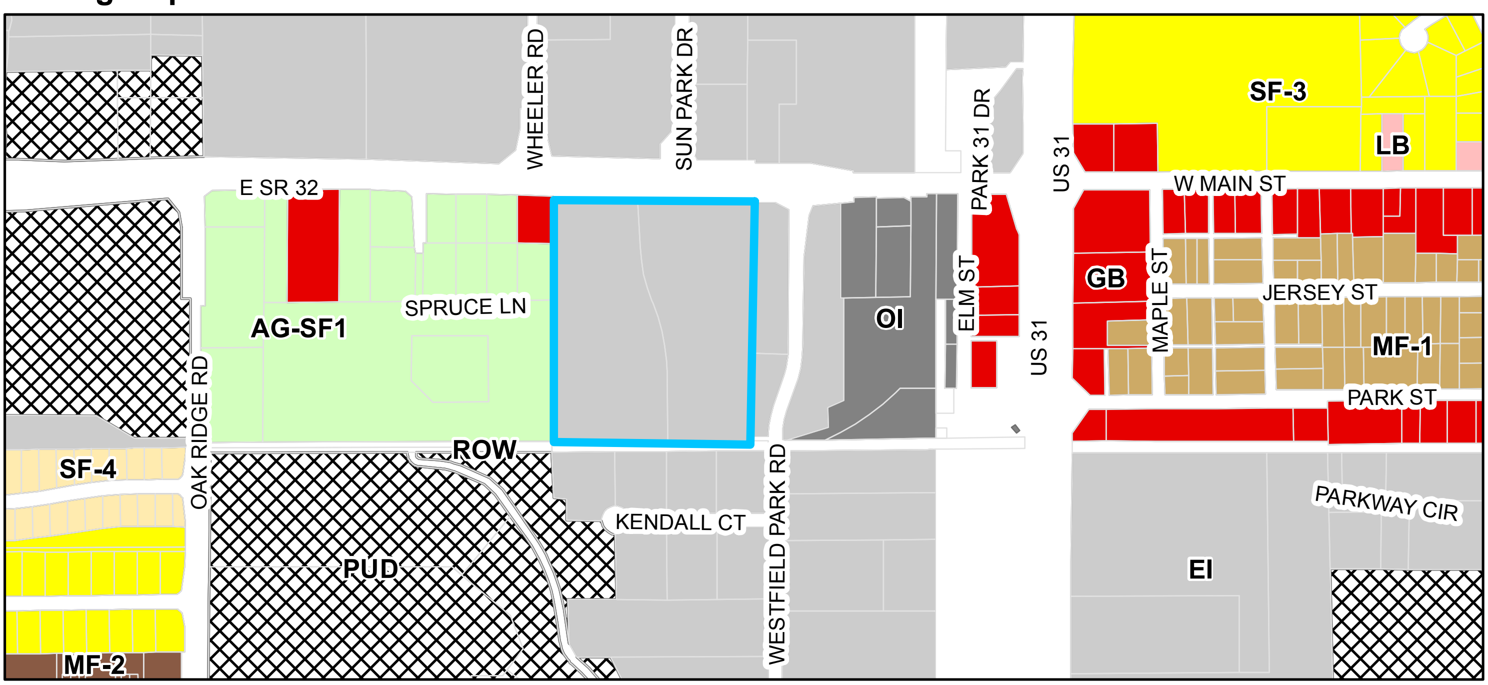
Exhibit 2
1206-PUD-06
1001 W. S.R. 32

Not To Scale

Aerial Location Map

Site

Zoning Map



Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- EI (Enclosed Industrial)
- GB (General Business)
- LB (Local Business)
- MF-1 (Multiple Family - 1)
- MF-2 (Multiple Family - 2)
- OI (Open Industrial)
- PUD (Planned Unite Development)
- SF-3 (Single Family - 3)
- SF-4 (Single Family - 4)

Exhibit 3

WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION

The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, July 2, 2012, to consider a change in zoning from the Enclosed Industrial District to the Hall and House PUD District for the property located at 1001 W. State Route 32. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1206-PUD-06
Petitioner	Hall and House
Description	A change in zoning from the Enclosed Industrial District to the Hall and House PUD.

On July 2, 2012, a motion was made and passed to send a favorable recommendation (7-0) to the City Council to approve 1206-PUD-06.

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

Matthew S. Skelton, Secretary

July 2, 2012
Date

Exhibit 4

Hall & House Commercial Subdivision

Conceptual Plan

NORTHPOINTE ENGINEERING & SURVEYING, Inc.

N

Scale: 1"=60'

Hall & House Commercial Subdivision

Conceptual Plan

NORTHPOINTE ENGINEERING & SURVEYING, Inc.

N

Scale:1"=60'

ORDINANCE NUMBER 12-XX

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

This is a planned unit development ordinance to amend the Westfield-Washington Zoning Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Zoning Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 *et seq*., as amended.

WHEREAS, the City of Westfield, Indiana ("City") 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 __________), filed with the Commission requesting an amendment to the Zoning Ordinance;

WHEREAS, the Commission forwarded Docket ________________to the Westfield City Council with a ___________ recommendation in accordance with Ind. Code § 36-7-4-608, as required by Ind. Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the City Council on _____________, 2012;

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

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE ZONING ORDINANCE AND ZONING MAP BE AMENDED AS FOLLOWS:

SECTION 1. APPLICABILITY OF ORDINANCE.

1.1 This PUD District Ordinance (the "Rick and Linda Aton PUD Ordinance") applies to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate").

1.2 The underlying zoning district shall be the GO – General Office District (the "GO District"). Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Zoning Ordinance applicable to the GO District shall apply.

1.3 All provisions and representations of the Zoning Ordinance that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Rick and Linda Aton PUD Ordinance.

SECTION 2. DEVELOPMENT STANDARDS.

2.1 Minimum Lot Area – 0.5 acre

2.2 Minimum Lot Frontage on Road – 150 feet

2.3 Minimum West Side Yard Setback Line – 15 feet

SECTION 3. STATE HIGHWAY 32 OVERLAY ZONE.

3.1 Minimum Gross Floor Area – 4,000 square feet

SECTION 4. APPROVAL. Upon motion duly made and seconded, this Ordinance was fully passed by the members of the Common Council this_____ day of ____________, 2012.

[REST OF PAGE IS INTENTIONALLY LEFT BLANK]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD, HAMITON COUNTY, INDIANA THIS _____ DAY OF ________________, 2012.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For	**Voting Against**	**Abstain**
______________________	______________________	______________________
Jim Ake	Jim Ake	Jim Ake
______________________	______________________	______________________
John Dippel	John Dippel	John Dippel
______________________	______________________	______________________
Steven Hoover	Steven Hoover	Steven Hoover
______________________	______________________	______________________
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
______________________	______________________	______________________
Robert J. Smith	Robert J. Smith	Robert J. Smith
______________________	______________________	______________________
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
______________________	______________________	______________________
Robert W. Stokes	Robert W. Stokes	Robert W. Stokes

ATTEST:

____

Cindy J. Gossard, Clerk-Treasurer

I hereby certify ORDINANCE 12-XX was delivered to the Mayor of Westfield on the
___________ day of ____________ , 2012, at ___________ _____ m.

____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 12-XX this__________ day of __________, 2012.	I hereby VETO ORDINANCE 12-XX this______day of__________, 2012.
____________________ J. Andrew Cook, Mayor	____________________ J. Andrew Cook, Mayor

ATTEST:

____
Cindy J. Gossard, Clerk Treasurer

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

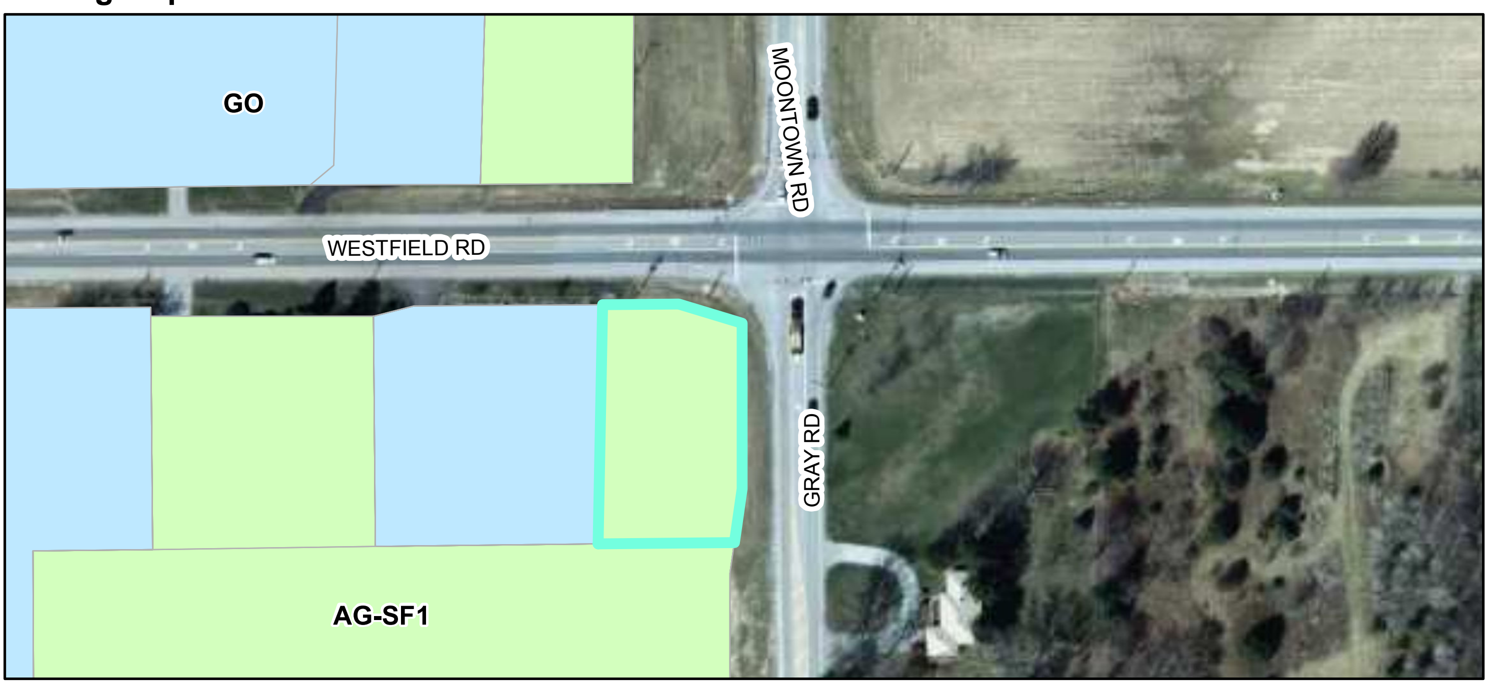
Prepared by: Kevin M. Todd, AICP, Senior Planner, City of Westfield, 2728 East 171st Street, Westfield, IN 46074, (317) 804-3170.

EXHIBIT A – LEGAL DESCRIPTION

Rick and Linda Aton PUD

Aerial Location Map

Zoning Map



Zoning

- AG-SF1 (Agriculture - Single Family - 1)
- GO (General Office)

ORDINANCE 12-13

AN ORDINANCE ESTABLISHING AN EQUITABLE IMPACT FEE FOR THE PURPOSE OF PLANNING AND FINANCING ROAD AND STREET INFRASTRUCTURE NEEDED TO SERVE NEW DEVELOPMENT IN THE CITY OF WESTFIELD

WHEREAS, the City Common Council (the "Council") of the City of Westfield, Indiana (the "City") finds that it is reasonable and necessary to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the City by providing for an equitable program to fund the capital costs of new road and street infrastructure necessary to serve newly developing areas of the City; and

WHEREAS, the Council finds that it is reasonable and necessary to promote the orderly development of the City by establishing standards by which the City may require that new development shall pay a road impact fee, in accordance with Ind. Code § 36-7-4-1300 *et seq.*, (the "Impact Fee") representing the development's proportionate share of the capital cost of new road and street infrastructure necessary to serve new development in the City; and

WHEREAS, the Council finds that new development should not be required to pay a fee for the capital costs of new road and street infrastructure greater than the development's proportionate share of the capital costs of such infrastructure which is needed to serve such development; and

WHEREAS, the City has caused to be prepared the Westfield Road Impact Fee Zone Improvement Plan (the "Zone Improvement Plan") prepared by HNTB Corporation ("HNTB") and adopted by the Council in its Resolution 12-101; and

WHEREAS, because of the size of the City, considering both its population and geographic area, as well as the distribution of public and private institutions, services and other facilities throughout the City, any road or street improvement benefits all citizens of the City equally; and

WHEREAS, it has been the stated objective of the City that the analysis contained in the Zone Improvement Plan supports and should result in the implementation of an Impact Fee which meets the requirements of Indiana law; and

WHEREAS, the Westfield Impact Fee Advisory Committee, at its meeting on February 27, 2012, considered the analyses contained in the Zone Improvement Plan and this Ordinance in accordance with Ind. Code § 36-7-4-1312; and

WHEREAS, the Westfield Advisory Plan Commission properly noticed, advertised and conducted a public hearing on this Ordinance on May 7, 2012; and

WHEREAS, having given due deliberation to the Zone Improvement Plan prepared by HNTB which provides the basis for this Ordinance, the Westfield Advisory Plan Commission has recommended adoption of this Ordinance to the Council; and

WHEREAS, the purpose of this Ordinance is declared as expressly not to deter growth, remedy existing infrastructure deficiencies or pay for maintenance or other "non-capital costs."

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Common Council of the City of Westfield, Hamilton County, Indiana as follows:

Section 1. Conditional Repeal and Limitation on Imposition of Impact Fee. This Ordinance shall expire and become void five (5) years after its effective date, as required by Ind. Code § 36-7-4-1340, unless action is undertaken to replace it consistent with the provisions of Indiana law which contemplates a replacement impact fee ordinance.

Section 2. Establishment of Impact Zone.

a. There is hereby established for the City a road and street infrastructure Impact Zone (as defined in Ind. Code § 36-7-4-1307), the borders of which are co-terminus with the existing corporate boundary of the City of Westfield, Hamilton County, Indiana, as they may be extended from time to time through annexation, over all of which the City exercises planning and zoning jurisdiction. The Council specifically finds that there is a functional relationship between the components of the road and street thoroughfare element of the Zone Improvement Plan and that such road and street improvement recommendations provide a reasonably uniform benefit to all of the citizens of the City throughout the Impact Zone as of the effective date of this Ordinance. The City further finds that all areas within the Impact Zone are contiguous, as required by Ind. Code § 36-7-4-1316.

b. Except as provided below, this Ordinance shall apply uniformly to all developments within the Impact Zone hereby established for which the City may require a structural building permit and which create a need for new or additional road and street infrastructure. This Ordinance shall not apply to:

i. developments meeting the requirements set forth in Ind. Code § 36-7-4-1322(g);

ii. improvements which do not require a structural building permit;

iii. improvements which do not create a need for new or additional road and street infrastructure, including the erection of a sign, structures or fences, or the alteration, renovation or expansion of an improvement where the use, or intensity thereof, has not changed; and

iv. the replacement of a destroyed or partially destroyed improvement; provided, however, that the replacement improvement does not create a need for new and additional road and street infrastructure over and above the infrastructure needed for the original improvement prior to the destruction or partial destruction thereof.

Section 3. Establishment of Impact Fee.

a. Based upon the analyses contained in the Zone Improvement Plan, the City finds, determines, establishes and adopts that the cost per twenty-four hour trip within the Impact Zone is in the amount of (See Exhibit A). This equates to (See exhibit A) per single family detached residence, and this amount is hereby adopted as the Impact Fee for the City. Otherwise, the numbers of twenty-four (24) hour trips are to be based upon calculations taken from the latest version of the ITE Trip Generation Manual, a study published by the Institute of Transportation Engineers ("ITE").

b. The City hereby makes as a part of the record of these proceedings all of the data collected, calculations made, and conclusions reached by HNTB in the process of developing the Zone Improvement Plan, and specifically instructs the employees of the City to make such data and all other information gathered and used in preparing the Zone Improvement Plan publicly available as a public record of the City for review during the City's regular business hours. The City further authorizes HNTB to sell or otherwise distribute copies of the Zone Improvement Plan and any of the other data collected upon which it relied, at a cost reasonably intended to compensate them for the cost of reproduction only. The City makes the specific finding that this Ordinance is the result of the advice it received from HNTB.

c. In the event that any parcel of real estate considered in the creation of the Zone Improvement Plan undergoes a change in use, redevelopment, or modification which requires an improvement location permit, and creates a need for new infrastructure, an Impact Fee will only be assessed for the increase in the burden on infrastructure.

Section 4. Credit in Lieu of Payment; Exemptions.

a. Any person or entity obligated to pay a fee pursuant to the terms of this Ordinance shall have the option of financing, constructing and dedicating actual road and street thoroughfare infrastructure instead of paying all or part of the Impact Fee which may be due, so long as such financing, construction and dedication are accomplished pursuant to the Thoroughfare Plan of the City and in accordance with the road and street specifications for such road or street to be improved in force within the City at that time. Such fee payer, or other person or entity providing the infrastructure or improvement, shall be given credit upon a verified certification from a registered engineer, architect or contractor of the actual costs of planning, financing, constructing and dedicating such road and street thoroughfare improvements or infrastructure to the City. Such certification shall be presented prior to the issuance of any structural building or improvement location permit. In the event the actual cost of such planning, financing, construction and dedication do not equal the amount of the Impact Fee due pursuant to the calculation provided for in the schedule set forth in Section 3 hereof, the remaining balance shall be due by such fee payer to the City in accordance with the provisions this Ordinance.

b. Credits against Impact Fees otherwise due shall be allowed pursuant to this Section 4 for all infrastructure and improvements constructed or furnished in accordance with Ind. Code §§ 36-7-4-1313 and 1335. A fee payer or other person or entity responsible for installing infrastructure or improvements may designate in writing a method of allocating its credits to future fee payers who may be successors in interest to the credits earned by the fee payer or others, as part of the certification provided above.

c. Any person or entity otherwise obligated to pay the fee established by this Ordinance whose property was totally or partially destroyed by fire, storm or other casualty beyond their control, shall be exempt from paying the Impact Fee if they repair or replace the destroyed structure without creating a burden on infrastructure greater than the burden imposed by the destroyed structure. In the event it creates any additional burden, the Impact Fee shall be calculated based only on the increased burden created by the structure.

Section 5. Impact Fee Due Upon Issuance of Structural Building Permit. The Impact Fee imposed pursuant to the terms of this Ordinance shall be due and payable upon the issuance of a structural building permit by the City. It is understood that a structural building permit is synonymous with the term "structural building permit" as used in Ind. Code § 36-7-4-1323, in that the issuance of a structural building permit authorizes the applicant to commence construction activities, structural and otherwise. The entire Impact Fee which is calculated pursuant to the terms of this Ordinance shall be due at the time of permit issuance unless the amount of the fee upon calculation is greater than Five Thousand Dollars ($5,000), in which case an installment plan may be requested by the applicant in accordance with the terms of Ind. Code § 36-7-4-1324.

The Westfield Impact Fee Review Board (the "Review Board"), as identified in Section 11 herein, shall establish specific rules for installment payments consistent with Indiana law. The interest rate on any installment plan or deferred payment shall be the pre-judgment rate of interest set forth in the Indiana Code.

If a fee payer so requests, the amount of the Impact Fee shall be assessed upon the voluntary submission of a development plan or upon the issuance of the structural building permit, whichever is earlier. For purposes of this Section 5, "assessment" means the act of calculating the amount of the Impact Fee which shall be due. The City shall make such assessment within thirty (30) days of the date of such voluntary request or at the issuance of the structural building permit with or without a request.

Section 6. Lien Rights Established. Pursuant to Ind. Code § 36-7-4-1325, the City acquires a lien against the real estate which is the subject of the Impact Fee on the date the structural building permit is issued. Upon final adoption, this Ordinance shall be recorded and, thereafter, it shall constitute constructive notice of the lien rights of the City. The City may, in its discretion, file a specific instrument setting forth its statutory lien rights with respect to a parcel of real estate which is the subject of an installment payment of an Impact Fee, and such instrument shall constitute actual notice in addition to the constructive notice provided for by the recording of this Ordinance.

Section 7. Form of Receipt. The Clerk-Treasurer of the City shall issue a receipt for any and all Impact Fees collected, and the form of such receipt shall be as follows:

RECEIPT
Office of Clerk-Treasurer

_______________________________ Fund

Westfield, IN ___________________ 20_____

RECEIVED FROM _____________________________________$_________________
THE SUM OF ____
ON ACCOUNT OF ____
____

____
Clerk/Treasurer

Payment type & amount
Cash ____________________ Check ___________________ M.O. ______________
E.F.T. ___________________ C.C./B.C. ________________ Other ______________

Section 8. Appeals.

a. Any fee payer who believes itself to be aggrieved by the calculation of the Impact Fee may appeal from such calculation to the Review Board and the Review Board shall conduct a hearing with regard thereto. At such hearing, the fee payer shall bear the burden of presenting either of the following propositions:

i. A fact assumption used in determining the amount of the Impact Fee is incorrect; or

ii. The amount of the Impact Fee is greater than the amount allowed under Ind. Code §§ 36-7-4-1320, 1321, and 1322.

Upon conclusion of the presentation of evidence, the Review Board shall make a determination within not more than thirty (30) days, upon the facts presented and may make such adjustments in the Impact Fee as they believe are appropriate under the circumstances, if any.

b. An appeal under this Section 8 must be filed not later than thirty (30) days after the issuance of the structural building permit. The appeal shall be initiated with the filing of a Petition for Review with the Clerk-Treasurer's office, together with a filing fee in the amount of One Hundred Dollars ($100). The filing fee shall be refunded in full (1) if the Petition for Review is granted and the Impact Fee is eliminated, reduced or adjusted by the Review Board, by independent action of the City, or by a court having jurisdiction, and (2) if the reviewing body determines that the amount of the fee, reductions, or credits was arbitrary or capricious. The Petition for Review shall be in a form calculated to inform the Review Board of the nature of the complaint, the parties to the action, and the relief requested. In addition, the petition shall describe the new development on which the Impact Fee has been assessed, all facts relating to the assessment of the Impact Fee, and the reasons petitioner believes that the amount of the Impact Fee assessed is erroneous or is greater than the amount allowed by the fee limitations set forth in the enabling statute.

c. The City shall not deny the issuance of a structural building permit on the basis that the Impact Fee has not been paid or condition issuance of the permit on the payment of the Impact Fee. If the Impact Fee totals One Thousand Dollars ($1,000) or less, the City may require the fee payer to pay the Impact Fee or initiate an appeal under this Section 8 before the structural building permit is issued.

Section 9. Road and Street Thoroughfare Fund.

a. The City has established a Road and Street Thoroughfare Fund (the "Fund") in compliance with Ind. Code § 36-7-4-1329.

b. Pursuant to Ind. Code § 36-7-4-1332(e), the Clerk-Treasurer is designated as the City official responsible for acting upon refund requests. In order to facilitate refunds when they may be due, the Clerk-Treasurer is directed to identify the purpose of any Impact Fee paid in order that a refund, if any, may be paid from the Fund or account into which the fee was originally deposited.

Section 10. Use of Impact Fees Collected Pursuant to this Ordinance. Any and all fees collected pursuant to the provisions of this Ordinance may be utilized for the purposes identified in Ind. Code § 36-7-4-1330, only by the City, which, for purpose of this Ordinance, is identified as the "infrastructure agency" contemplated by Ind. Code § 36-7-4-1317.

Section 11. Westfield Impact Fee Review Board. The City has established an impact fee review board, the Westfield Impact Fee Review Board (the "Review Board"), in accordance with the Ind. Code § 36-7-4-1338.

Section 12. 1300 Series Impact Fees. The Council specifically acknowledges the existence of Ind. Code §§ 36-7-4- 1300 through 36-7-4-1342 (the "1300 Series") which regulates the imposition of Impact Fee ordinances by municipal corporations within the State of Indiana. It is the intent of the Council and the City to comply with this law, and this Ordinance shall be construed in all respects to be consistent with it. The substantive and procedural requirements of the 1300 Series shall control in the event of any conflicts with this Ordinance.

Section 13. Effective Date. This Ordinance shall be effective on _______, 2013, at least six (6) months following its adoption as required by Indiana law.

Section 14. Savings Clause. If any title, section, subsection, phrase, clause, sentence, or word of this Ordinance shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 15. Construction of Clause Headings. The clause headings appearing herein have been provided for convenience and reference and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clause to which they pertain.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ALL OF WHICH IS ORDAINED THIS ________DAY OF ________2012.

WESTFIELD COMMON COUNCIL

Voting For	**Voting Against**	**Abstain**
____________________ Jim Ake	____________________ Jim Ake	____________________ Jim Ake
____________________ John Dippel	____________________ John Dippel	____________________ John Dippel
____________________ Steven Hoover	____________________ Steven Hoover	____________________ Steven Hoover
____________________ Robert L. Horkay	____________________ Robert L. Horkay	____________________ Robert L. Horkay
____________________ Robert J. Smith	____________________ Robert J. Smith	____________________ Robert J. Smith
____________________ Cindy Spoljaric	____________________ Cindy Spoljaric	____________________ Cindy Spoljaric
____________________ Robert W. Stokes	____________________ Robert W. Stokes	____________________ Robert W. Stokes

ATTEST:

____

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-___ was delivered to the Mayor of Westfield

on the _______ day of _______________, 2012, at _______ ____ m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 12-__

this ______ day of ______________, 2012.

____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 12-___

this ______ day of ______________, 2012.

____
J. Andrew Cook, Mayor

ATTEST:

____
Cindy Gossard, Clerk Treasurer

Exhibit A

Road Impact Fee Schedule

	Per Trip	Per Single Family Detached Residence
January 9, 2013 to December 31, 2013 fee:	________________	________________________
January 1, 2014 to December 31, 2014 fee:	________________	________________________
January 1, 2015 to December 31, 2015 fee:	________________	________________________
January 1, 2016 to December 31, 2016 fee:	________________	________________________
January 1, 2017 to January 9, 2018 fee:	________________	________________________

Westfield City Council Report

Ordinance Number:	12-13
APC Petition Number:	1204-ZOA-02
Petitioner:	City of Westfield
Requested Action:	The City of Westfield is proposing ordinance 12-13 to update the Road Impact Fee.
Filing Date:	March 30, 2012
Referral Date to APC:	April 9, 2012
APC Public Hearing:	May 7, 2012
APC Recommendation:	May 21, 2012
Eligible for Adoption:	June 11, 2012
Prepared By:	Jennifer M. Miller, AICP

PETITION HISTORY

This item was introduced to the City Council on April 9, 2012. The Advisory Plan Commission (the "APC") held a public hearing on May 7, 2012. It was approved by the APC during the May 21, 2012 meeting. Certification of the vote is provided as Exhibit 1.

PROCEDURAL

- Road Impact Fee Ordinances are required to be adopted in the same manner as zoning ordinances per Ind. Code § 36-7-4-1311.
- The Advisory Plan Commission (the "APC") held a public hearing on May 7, 2012, pending direction from the City Council.
- Notification of the May 7, 2012 public hearing was provided in accordance with the Advisory Plan Commission Rules of Procedure.
- The Westfield City Council may take action on this item at the June 11, 2012 meeting.
- The existing City of Westfield Road Impact Fee Ordinance 07-28 will expire June 10, 2013; therefore, action must be taken on this item by December 10, 2012 per Ind. Code § 36-7-4-1300 series.

PROJECT OVERVIEW

Project Description

State statute, Ind. Code § 36-7-4-1300, requires the City Council to review and approve the Zone Improvement Plan (the "ZIP") prior to making changes to the Road Impact Fee. The ZIP was approved by the City Council on April 9, 2012. Following the adoption of the document, the Road Impact Fee Ordinance was introduced, also at the April 9, 2012 City Council meeting.

The Ordinance complies with the statutory requirements for a Road Impact Fee Ordinance. The Ordinance would apply to development within the City's corporate limits. Collected fees could then be applied to public roads within the corporate limits with the exception of US 31, SR 32, SR 38, 146th Street and Moontown Road. These aforementioned roads fall under other governmental jurisdiction for maintenance.

Comments were received from the public during the public hearing on May 7, 2012 and in writing prior to the meeting. A summary of the identified issues and the responses has been provided as Exhibit 2 of this report. Copies of written comments received are provided as Exhibit 3.

RECOMMENDATIONS/ACTIONS

- Community Development Department [May 21, 2012]
  The Westfield Community Development Staff, in its report to the APC, made a recommendation that the APC forward a favorable recommendation to the City Council.

- Advisory Plan Commission [May 21, 2012]
  The Westfield-Washington Advisory Plan Commission has forwarded a unanimous favorable recommendation to the City Council (7-0).

- City Council
  - Introduction: [April 9, 2012]
  - Eligible for Adoption: [June 11, 2012]

Submitted By: Jennifer M. Miller, AICP

WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION CERTIFICATION

The Westfield-Washington Advisory Plan Commission (the "APC"), held a public hearing on Monday May 21, 2012 to consider Ordinance 12-13, Road Impact Fee. Notice of public hearing was advertised and presented to the APC. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposed update is described as follows:

Case No.	1204-ZOA-02
Petitioner	City of Westfield
Description	The City of Westfield requests an update to the Road Impact Fee Ordinance.

On May 21, 2012, the APC voted to approve and certify 1204-ZOA-02 to the Westfield City Council by vote of 7-0.

I, Matthew S. Skelton, Esq., being the Secretary of the APC, do herby certify that the information contained herein is a true and accurate record of the APC's action on 1204-ZOA-02.

Matthew S. Skelton, Esq. Secretary

June 4, 2012
Date

ROAD IMPACT FEE ORDINANCE

EXHIBIT 2

Summary of Issues Raised at May 7, 2012 APC Public Hearing

Case No. 1204-ZOA-02

Petitioner City of Westfield

Description The City of Westfield requests a public hearing and recommendation for the Road Impact Fee Ordinance.

1. What is the impact of the Road Impact Fee on the housing market and housing industry?

   Response: Dave Compton, the representative from the Builders Association of Greater Indianapolis (BAGI), commented at the public hearing that they supported the use of impact fees and suggested a tiered approach to any increase in fees. Indiana state statute does not prohibit this suggested fee structure.

2. Is a road impact fee increase justified at this time given the struggling real estate market?

   Response: The amount of an impact fee is not directly related to the level of permit activity within the community. The impact fee is not generally charged until the development receives a building permit.

3. To what extent do the US 31 Major Moves improvements create the need for infrastructure improvements contemplated in the Zone Improvement Plan?

   Response: The US 31 Major Moves improvements do not create a need for additional infrastructure improvements. Additional analysis completed by the City's Thoroughfare planning consultant has examined this issue and their findings are that the upgrade US 31 to a freeway is expected to have an overall positive impact on Westfield's road network by drawing traffic away from many roads, especially parallel north/south roads. Rather than causing additional improvements to be made to Westfield's roads, the US 31 Major Moves upgrade reduces the improvements that would otherwise be necessary to maintain the existing service levels.

PO Box 44670
Indianapolis, IN 46244-0670

Voice: (317) 236-6330
Fax: (317) 236-6340

www.bagi.com

Builders Association of Greater Indianapolis
Where the Quality Standards are Set.

May 7, 2012

Dear Mayor, Council Members and Plan Commission Members,

On behalf of the Builders Association of Greater Indianapolis, please accept this letter as you consider the proposed increase in the City's road impact fee. As the professional trade association representing the residential construction industry, we are in support of impact fees for infrastructure to support new development and economic growth.

However, the process and planning to develop impact fees must take into account various technical and practical considerations. Our review of the plan indicated the following items warrant your further consideration and discussion:

First, the proposed increase more than doubles the existing road impact fee for single family homes from $1800 to $3,837. Such a dramatic fee increase will choke any positive steps the industry and market are making towards a solid recovery. Such an increase will dramatically and negatively impact homebuyers. Now simply is not the time to add such a significant burden.

Second, it is not clear why the fee for new homes would go up so dramatically when the projections for new home growth have slowed so dramatically since the last Zone Improvement Plan. As a result, the increase cannot be justified based upon an increase in the pace of new home construction. If anything, common sense instructs that the impact of new homes would be reduced when the pace of new home construction has slowed.

Third, it appears that the increased fee may be driven by improvements needed to be made as a result of the US 31 improvements and not necessarily due to increased impacts by new developments on the roadways. To that extent, it does not seem that those US 31-related improvements should be attributable to new development.

As you know, the cost of planned road projects/improvements not only adds burden to the cost of new housing construction but the level of service in the plan requires the City to identify taxes or bonds to pay the existing population's share of the improvements. Thus, the higher the fee, the greater funding the existing population must also bear, too. The improvement plan does not adequately address this item.

We appreciate your consideration of our comments and look forward to an opportunity to work together in creating an impact fee that meets the needs of all segments of the community. The common goal to ensure that positive economic growth continues in the City of Westfield is in everyone's best interest.

Sincerely,

Steve Lains
Chief Executive Officer

SL/Gov't/Issue files/Hamilton Cty/Westfield/road impact fee ltr to apc

Jennifer Miller

Subject: FW: Follow-up

From: Steve Lains <SteveL@bagi.com>
Date: May 11, 2012 1:07:35 PM EDT
To: Matt Skelton <mskelton@westfield.in.gov>, <jmiller@westfield.in.gov>
Cc: David Compton <David.Compton@PulteGroup.com>, Steve Lains <SteveL@bagi.com>, <Steve.Hardin@bakerd.com>
Subject: Follow-up

Thank you for taking the time and meeting Dave and I for lunch yesterday. We both appreciate your willingness to discuss and find solutions to help continue the positive economic growth that Westfield is experiencing.

To recap our issues re: the road impact study we discussed yesterday beyond those already presented in our previous letter to the APC:

1) The impact of the US 31 improvements on the existing resident's travel patterns and how that shifting of existing traffic onto different roads was accounted for in the model is still not clear to us. We simply want to make sure that the increased traffic in the 2021 projections account for that shift and does not add the entire burden of those street improvements onto new development. A percentage of approximately 25% of future roadway projects being the result of existing resident's needs seems on the low side when one does just a quick, non-technical review of the info and unique situation with US 31.
2) Are the planned roadway improvements feasible within the 10 year timeframe indicated? If so, how will those projects that are the responsibility of the existing residents going to be funded? That is an important piece of the study. My interpretation of the enabling statute (IC 36-7-4-1321(d) (1)) prescribes that the fee calculation has to include a deduction for the new residents tax payments towards that portion of those projected projects costs. Again, I am not an attorney but simply providing you my lay person's interpretation of the statute that was intended to keep the new resident from being "double dipped". I can forward you a copy of the study recently completed in Zionsville for parks and their handling of this issue if you would like to see that example.

It is clear that we all want to get to a point in which the new fee is reasonable to allow for the continued growth of Westfield and its infrastructure. As discussed, we will continue to be engaged as a part of the solution to that end and would be happy to attend the meeting with the consultant to further discuss these items. If you agree to that, please let me know the date and time of that meeting and I will make sure we have a representative there.

Thank you and under separate email I will send you an outlook invite for a couple of regularly scheduled meetings to keep the lines of communication open as we discussed. Also, I'll send you a link to BAGI membership info per your request.

Have a great weekend and do not hesitate to contact me directly re: this or any other issues.

Steve Lains
Chief Executive Officer
Builders Association of Greater Indianapolis
Phone: 317-236-6330
Fax: 317-236--6340
www.bagi.com

Homes build our local economy - in 2010 new home construction created $638 million in local income, $60 million in local taxes and 9,773 local jobs.

Jennifer Miller

From:	Joy Skidmore <jskidmore@kiterealty.com>
Sent:	Thursday, May 31, 2012 8:33 AM
To:	Jennifer Miller
Cc:	Thomas K. McGowan; Bud Moll
Subject:	Westfield Proposed Impact Fee Increases

Ms. Miller,
As owner of two shopping centers in the City of Westfield, we would like to submit our opinion to Council regarding the proposed increase in road impact fees. While the recession appears to be coming to an end, it continues to be a struggle to obtain and retain tenants. The current impact fee schedule already in place has prohibited several retail deals from being completed. In certain cases, the impact fees have actually exceeded the cost for the entire construction of the tenant build out. Therefore, it stands to reason, any increase is going to further prohibit Kite and other landlords from securing future tenants for our centers. By prohibiting retail growth these fee increases will subsequently negate the generation of new jobs and sales tax revenue.

We would respectfully ask the City Council to deny any increase in these impact fees and implore them to continue to find another means to fund the necessary roadway improvements and maintenance required for the City to remain prosperous.

Sincerely,

Joy Skidmore | Project Manager, Construction Services

317 578 5154 [direct]
317 409 0554 [cell]
317 577 5600 [main]
317 577 5605 [fax]

Kite Realty Group
30 South Meridian Street, Suite 1100
Indianapolis, IN 46204

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

July 9, 2012

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

JULY 9, 2012

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 14 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of $__________.

Dated this 9th day of July 2012.

Signatures of Governing Board

1

ACCOUNTS PAYABLE REGISTER

JULY 9, 2012

** DEPARTMENT TOTAL 101001

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	37820	PAYROLL	101001111.000	ADM SALARY	SAL	29563.58	0	07/02/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101001119.000	HEALTH & DENTAL INSURANCE	JULY MED INS	5837.85	48631	06/22/2012	Approved
/ /	37820	PAYROLL	101001120.000	FICA & MEDICARE	FICA	2143.72	0	07/02/2012	Approved
/ /	37820	PAYROLL	101001121.000	P.E.R.F.-ADM.	PERF	3104.18	0	07/02/2012	Approved
/ /	37804	STAPLES CONTRACT & COMMER	101001223.000	OFFICE SUPPLIES-ADM.	SUPPLIES	26.65	0	07/02/2012	Approved
/ /	37802	ICE MILLER LLC	101001330.000	ATTORNEY/CONSULTANT-AD M.	JULY RETAINER	5000.00	0	07/02/2012	Approved
/ /	37805	THOMSON WEST	101001330.000	ATTORNEY/CONSULTANT-AD M.	INFO CHARGES	157.63	0	07/02/2012	Approved
/ /	37884	BOSE PUBLIC AFFAIRS GROUP	101001331.000	ADMN CONSULTING	STRATEGIC COMMUNICATIONS	3500.00	0	07/03/2012	Approved
/ /	37806	RESERVE ACCOUNT	101001333.000	POSTAGE-ADM.	POSTAGE	1000.00	0	07/02/2012	Approved
/ /	37894	IMPACT	101001334.000	TRAVEL/TRAINING/SEMINAR S-ADM.	TRAINING	500.00	0	07/03/2012	Approved
/ /	37892	FRONTIER	101001335.000	TELEPHONE-ADM.	MONTHLY SERVICE	43.55	48729	07/03/2012	Approved
/ /	37893	DUKE ENERGY	101001341.000	ELECTRICITY-ADM.	MONTHLY SERVICE/ UNITS 1,2	255.37	48730	07/03/2012	Approved
/ /	37801	COX INTERIOR, INC	101001343.000	BUILDING MAINTENANCE-ADM.	PRIMED CROWN / TRIM	20.48	0	07/02/2012	Approved
/ /	37803	SHERWIN-WILLIAMS	101001343.000	BUILDING MAINTENANCE-ADM.	ACRY LTX CLK	47.08	0	07/02/2012	Approved
/ /	37808	AAA EXTERMINATING	101001343.000	BUILDING MAINTENANCE-ADM.	PEST CONTROL	75.00	0	07/02/2012	Approved
/ /	37809	MARGI INLOW	101001343.000	BUILDING MAINTENANCE-ADM.	REIMBURSE/ MASTER GARDENER/CITY HAL	177.13	0	07/02/2012	Approved
/ /	37843	ESCO COMMUNICATION INC	101001343.000	BUILDING MAINTENANCE-ADM.	INSTALL NEW MIXER	1765.19	0	07/03/2012	Approved
/ /	37883	BUSY BEE CLEANING SERVICE	101001343.000	BUILDING MAINTENANCE-ADM.	JANITORIAL CLEANING	425.00	0	07/03/2012	Approved
/ /	37807	UN COMMUNICATIONS	101001347.000	PROMOTION-ADM.	WESTFIELD NEWSLETTER	2316.46	0	07/02/2012	Approved
/ /	37810	WESTFIELD CHAMBER OF COMM	101001347.000	PROMOTION-ADM.	GOLF OUTING	1000.00	0	07/02/2012	Approved
/ /	37812	CSI SIGNS	101001347.000	PROMOTION-ADM.	RIGID SIGN PRINT	237.07	0	07/02/2012	Approved
/ /	37794	BUSY BEE CLEANING SERVICE	101001349.000	SERVICES CONTRACTUAL-ADM	JANITORIAL CLEANING	768.00	0	07/02/2012	Approved
/ /	37811	COPYCO OFFICE SOLUTIONS	101001349.000	SERVICES CONTRACTUAL-ADM	COPIES	137.56	0	07/02/2012	Approved
/ /	37881	CSI SIGNS	101001349.000	SERVICES CONTRACTUAL-ADM	REPAINT LETTERS & DIMENSIONAL SIGNS	175.00	0	07/03/2012	Approved
/ /	37829	CITY OF WESTFIELD	101001349.000	SERVICES CONTRACTUAL-ADM	REIMB.BKTRNF/ SEWER / ORDIN, QUIT C	108.00	0	07/03/2012	Approved
/ /	37816	IBJ MEDIA	101001350.000	SUBSCRIPTIONS/DUES/MEM	SUBSCRIPTION	69.00	0	07/02/2012	Approved

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
				BERSHIPS-ADM.					
** Subtotal **						58453.50			
** DEPARTMENT TOTAL		101002							
/ /	37820	PAYROLL	101002112.000	POLICE SALARY	SAL	111024.37	0	07/02/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101002119.000	HEALTH & DENTAL INSURANCE-POLICE	JULY MED INS	22491.84	48631	06/22/2012	Approved
/ /	37820	PAYROLL	101002120.000	FICA & MEDICARE	FICA	8293.07	0	07/02/2012	Approved
/ /	37820	PAYROLL	101002121.000	P.E.R.F.-POLICE	PERF	13946.86	0	07/02/2012	Approved
/ /	37749	STAPLES CONTRACT & COMMER	101002223.000	OFFICE SUPPLIES-POLICE	SUPPLIES	403.66	48707	06/25/2012	Approved
/ /	37763	MENARDS	101002224.000	OPERATING SUPPLIES-POLICE	SUPPLIES	52.24	0	06/28/2012	Approved
/ /	37781	CHARLES BLACKFORD	101002224.000	OPERATING SUPPLIES-POLICE	REIMBURSE/ EVIDENCE SUPPLIES	88.14	48716	06/29/2012	Approved
/ /	37759	BRIGHT IDEAS IN BROAD RIP	101002229.000	UNIFORMS-POLICE	UNIFORMS	236.80	0	06/28/2012	Approved
/ /	37762	QUARTERMASTER	101002229.000	UNIFORMS-POLICE	UNIFORMS	179.97	0	06/28/2012	Approved
/ /	37765	JOSH HARRELL	101002229.000	UNIFORMS-POLICE	REIMBURSE/ BLACKHAWK MASK POUCH	44.78	48712	06/28/2012	Approved
/ /	37780	THE UNIFORM HOUSE, INC	101002229.000	UNIFORMS-POLICE	UNIFORMS	124.80	0	06/29/2012	Approved
/ /	37795	QUARTERMASTER	101002229.000	UNIFORMS-POLICE	UNIFORMS	59.99	0	07/02/2012	Approved
/ /	37796	STEVEN R JENKINS	101002229.000	UNIFORMS-POLICE	UNIFORMS	265.94	0	07/02/2012	Approved
/ /	37879	SUN BADGE CO.	101002229.000	UNIFORMS-POLICE	UNIFORMS	263.75	0	07/03/2012	Approved
/ /	37777	SPRINGHILL SUITES ASHBURN	101002334.000	TRAINING/SEMINARS-POLICE	CONFERENCE/ TRAINING	712.80	0	06/29/2012	Approved
/ /	37779	THE HAVEN GROUP LLC	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING	250.00	0	06/29/2012	Approved
/ /	37890	MIKE VICKROY	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE/ TRAINING	441.34	48727	07/03/2012	Approved
/ /	37891	ERIC GRIMES	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE/ TRAINING	267.71	48728	07/03/2012	Approved
/ /	37892	FRONTIER	101002335.000	TELEPHONE	MONTHLY SERVICE	59.42	48729	07/03/2012	Approved
/ /	37776	WESTFIELD PUBLIC WORKS	101002342.000	WATER/SEWER	MONTHLY SERVICE	71.15	0	06/29/2012	Approved
/ /	37870	WESTFIELD PUBLIC WORKS	101002342.000	WATER/SEWER	MONTHLY SERVICE	148.09	0	07/03/2012	Approved
/ /	37761	JONES ELECTRIC SERVICE, L	101002343.000	BUILDING MAINTENANCE	SERVICE	163.50	0	06/28/2012	Approved
/ /	37815	INDIANA DEPARTMENT OF	101002343.000	BUILDING MAINTENANCE	ELEVATOR OPERATING CERT.	60.00	0	07/02/2012	Approved
/ /	37859	ENVIRO-MAX INC.	101002343.000	BUILDING MAINTENANCE	REPAIRS	867.44	0	07/03/2012	Approved
/ /	37868	KOORSEN FIRE & SECURITY	101002343.000	BUILDING MAINTENANCE	ANNUAL BILLING	557.50	0	07/03/2012	Approved
/ /	37778	CROWN TROPHY	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	CRYSTAL AWARD	69.80	0	06/29/2012	Approved
/ /	37817	COMCAST CABLE	101002349.000	SERVICES CONTRACTUAL-POLICE	CABLE	53.19	48721	07/02/2012	Approved
/ /	37750	THE WAYMIRE GROUP	101002360.000	VEHICLE REPAIR-POLICE	ANGLED BRACKETS	581.00	48708	06/25/2012	Approved
/ /	37760	NAPA AUTO PARTS	101002360.000	VEHICLE REPAIR-POLICE	BULB	150.48	0	06/28/2012	Approved
/ /	37764	PIC, INC	101002360.000	VEHICLE REPAIR-POLICE	PARTS/ REPAIRS	218.21	0	06/28/2012	Approved
/ /	37880	NAPA AUTO PARTS	101002360.000	VEHICLE REPAIR-POLICE	PARTS	40.27	0	07/03/2012	Approved

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	37758	ROBERTS	101002476.000	OTHER EQUIPMENT LEASES-POLICE	CAMERA, BATTERIES	1512.83	0	06/28/2012	Approved
** Subtotal **						163700.94			
** DEPARTMENT TOTAL		101003							
/ /	37820	PAYROLL	101003113.000	SALARY COMM. DEV.	SAL	19006.73	0	07/02/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101003119.000	HEALTH & DENTAL INSUR.-COM.DEV.	JULY MED INS	2836.02	48631	06/22/2012	Approved
/ /	37820	PAYROLL	101003120.000	FICA & MEDICARE	FICA	1416.66	0	07/02/2012	Approved
/ /	37820	PAYROLL	101003121.000	P.E.R.F.-COMM. DEV.	PERF	1995.71	0	07/02/2012	Approved
/ /	37751	CORRECTING ENTRIES	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	CORRECTING ENTRY/ LOWES	-9.48	0	06/22/2012	Approved
** Subtotal **						25245.64			
** DEPARTMENT TOTAL		101004							
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101004119.000	HEALTH & DENTAL	JULY MED INS	1309.18	48631	06/22/2012	Approved
** Subtotal **						1309.18			
** DEPARTMENT TOTAL		101005							
/ /	37820	PAYROLL	101005100.000	PARKS SALARY	SAL	8862.01	0	07/02/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101005119.000	HEALTH & DENTAL INSUR-PARKS	JULY MED INS	1926.36	48631	06/22/2012	Approved
/ /	37820	PAYROLL	101005120.000	FICA/MEDICARE PARKS	FICA	665.05	0	07/02/2012	Approved
/ /	37820	PAYROLL	101005121.000	PERF	PERF	930.51	0	07/02/2012	Approved
/ /	37799	OFFICE 360	101005223.000	OFFICE SUPPLIES	SUPPLIES	70.27	0	07/02/2012	Approved
/ /	37754	ACE-PAK PRODUCTS	101005224.000	OPERATING SUPPLIES	X HEAVY BLACK GALLON CAN	299.50	48709	06/25/2012	Approved
/ /	37772	TRI-STATE FORESTRY	101005224.000	OPERATING SUPPLIES	15 YRDS HARDWOOD BLEND	142.50	0	06/28/2012	Approved
/ /	37841	KELTIES	101005334.000	PARKS-TRAVEL/TRAINING	WESTFIELD IN BLOOM JUDGES LUNCH	142.50	0	07/03/2012	Approved
/ /	37756	CSI SIGNS	101005337.000	PRINTING	ROLL SIGN PRINT	139.80	48710	06/25/2012	Approved
/ /	37882	CSI SIGNS	101005337.000	PRINTING	RIGID SIGN PRINT	127.23	0	07/03/2012	Approved
/ /	37792	WESTFIELD PUBLIC WORKS	101005342.000	WATER/SEWER PARKS	06/22 BILLING 211 S UNION ST	2415.33	48718	07/02/2012	Approved
/ /	37757	DEPT OF HOMELAND SECURITY	101005347.000	PROMOTIONS	WESTFIELD ROCKS THE 4TH / PERMIT	272.00	48711	06/25/2012	Approved
/ /	37840	HOOSIER VIDEOS	101005347.000	PROMOTIONS	PETSAFE BARK FOR YOUR PARK VIDEOS	500.00	0	07/03/2012	Approved
/ /	37886	TERESA SKELTON	101005349.000	SERVICES CONTRACTURAL -PARKS	REIMB/ AUDITOR REVIEW 3 DEEDS/MILDA	15.00	48723	07/03/2012	Approved
/ /	37771	GORDON PLUMBING	101005476.000	EQUIPMENT LEASES - PARKS	PORTABLE RENTAL	80.00	0	06/28/2012	Approved
** Subtotal **						16588.06			

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL		101006							
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101006119.000	HEALTH - DENTAL ECO DEV	JULY MED INS	970.28	48631	06/22/2012	Approved
/ /	37793	APPLIED EONOMICS	101006331.000	CONSULTING -- ECO DEV	EMPACT ANALYSIS GRANKPK	4860.00	48719	07/02/2012	Approved
/ /	37885	WESTFIELD YOUTH ASSIST. I	101006347.000	PROMOTION -- ECO DEV	YELLOW TIE BALL	1000.00	0	07/03/2012	Approved
** Subtotal **						6830.28			
** DEPARTMENT TOTAL		101007							
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101007119.000	HEALTH/DENTAL- IT	JULY MED INS	5124.36	48631	06/22/2012	Approved
/ /	37768	INDIANA GEOGRAPHIC	101007350.000	SUBSCRIPTIONS/DUES/MEMBERSHIP -IT	SUBSCRIPTION	200.00	0	06/28/2012	Approved
** Subtotal **						5324.36			
** DEPARTMENT TOTAL		101008							
/ /	37767	KERRI GAGNON	101008001.000	UNAPPROPRIATED CLERK TREASURER	REIMBURSE/ PARKING, MILES/ SBOA CLA	78.20	48633	06/28/2012	Approved
/ /	37769	CINDY GOSSARD	101008001.000	UNAPPROPRIATED CLERK TREASURER	REIMBURSE/ SBOA CLASSES/ MILES, PAR	49.42	48632	06/28/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101008119.000	HEALTH/DENTAL	JULY MED INS	3431.74	48631	06/22/2012	Approved
/ /	37804	STAPLES CONTRACT & COMMER	101008223.000	CT - OFFICE SUPPLIES	SUPPLIES	370.46	0	07/02/2012	Approved
/ /	37766	PAYROLL	101008331.000	CT - ADMN CONSULTING	ADP CHARGES	831.21	0	06/28/2012	Approved
** Subtotal **						4761.03			
** DEPARTMENT TOTAL		101009							
/ /	37753	ADVANTAGE HMO HEALTH PLAN	101009119.000	MAYOR - HEALTH./DENTAL	JULY MED INS	652.80	48631	06/22/2012	Approved
/ /	37814	THE BRIDGEWATER CLUB, LLC	101009347.000	MAYOR - PROMOTION	BUSINESS LUNCHES	46.36	0	07/02/2012	Approved
** Subtotal **						699.16			
** DEPARTMENT TOTAL		101010							
/ /	37797	JAVA SPORTSWEAR	101010347.000	PROMOTION - CC	WESTFIELD ROCKS THE 4TH TSHIRTS	1282.50	0	07/02/2012	Approved
/ /	37798	IMAGERY, LLC	101010347.000	PROMOTION - CC	UNIFORM/ SHIRTS	304.05	0	07/02/2012	Approved
** Subtotal **						1586.55			
** DEPARTMENT TOTAL		201001							
/ /	37820	PAYROLL	201001115.000	SALARY MVH	SAL	6909.48	0	07/02/2012	Approved

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	37820	PAYROLL	201001120.000	SOCIAL SECURITY & MEDICARE-MVH	FICA	528.58	0	07/02/2012	Approved
/ /	37820	PAYROLL	201001121.000	P.E.R.F.-MVH	PERF	725.50	0	07/02/2012	Approved
/ /	37784	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	681.25	0	06/29/2012	Approved
/ /	37785	IRVING MATERIALS	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	519.08	0	06/29/2012	Approved
/ /	37787	IRVING MATERIALS	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	132.09	0	06/29/2012	Approved
/ /	37788	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	206.50	0	06/29/2012	Approved
/ /	37789	BUILDER'S CONCRETE & SUPPLY CO	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	206.50	0	06/29/2012	Approved
/ /	37790	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	259.75	0	06/29/2012	Approved
/ /	37831	ASPHALT MATERIALS, INC.	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	TANKS AE-90	1492.92	0	07/03/2012	Approved
/ /	37832	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	212.50	0	07/03/2012	Approved
/ /	37833	BUILDER'S CONCRETE & SUPPLY CO	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	FLOW FILL QUICK SET	598.50	0	07/03/2012	Approved
/ /	37834	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	STONE	736.25	0	07/03/2012	Approved
** Subtotal **						13208.90			
** DEPARTMENT TOTAL	202001								
/ /	37839	KARNS	202001349.000	SERVICES CONTRACTUAL-LR&S	SUPERVISOR, LABOR, CREW/ TIMBERBROO	1861.25	0	07/03/2012	Approved
/ /	37782	SHERWIN-WILLIAMS	202001472.000	LR & S EQUIPMENT	CURB PAINTING	112.01	0	06/29/2012	Approved
/ /	37783	HALL SIGNS, INC.	202001472.000	LR & S EQUIPMENT	REPORT SIGNS	99.71	0	06/29/2012	Approved
/ /	37786	R & T AUTO SUPPLY, INC.	202001472.000	LR & S EQUIPMENT	PARTS	156.50	0	06/29/2012	Approved
/ /	37818	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SIGNS	128.38	0	07/02/2012	Approved
/ /	37835	GRAINGER	202001472.000	LR & S EQUIPMENT	FARM DUTY MOTOR	335.93	0	07/03/2012	Approved
/ /	37836	CHAPMAN ELECTRIC SUPPLY,	202001472.000	LR & S EQUIPMENT	PARTS, SUPPLIES	34.58	0	07/03/2012	Approved
/ /	37837	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	CHANNEL BRACKET. EXTRUDED BLADES	106.59	0	07/03/2012	Approved
/ /	37838	REYNOLD'S FARM EQUIPMENT	202001472.000	LR & S EQUIPMENT	CUT OFF SAW	56.81	0	07/03/2012	Approved
** Subtotal **						2891.76			
** DEPARTMENT TOTAL	203001								
/ /	37820	PAYROLL	203001114.000	FIRE SALARY	SAL	162794.02	0	07/02/2012	Approved
/ /	37753	ADVANTAGE HMO HEALTH PLAN	203001119.000	HEALTH & DENTAL	JULY MED INS	47041.81	48631	06/22/2012	Approved

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DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	37820	PAYROLL	203001120.000	FICA & MEDICARE	FICA	12002.90	0	07/02/2012	Approved
/ /	37820	PAYROLL	203001121.000	PERF	PERF	31439.49	0	07/02/2012	Approved
/ /	37863	STAPLES CONTRACT & COMMER	203001223.000	OFFICE SUPPLIES	SUPPLIES	244.96	0	07/03/2012	Approved
/ /	37846	HP PRODUCTS	203001224.000	FIRE/OPERATING SUPPLIES	SUNSHINE RINSE	94.80	0	07/03/2012	Approved
/ /	37851	WAL-MART COMMUNITY	203001224.000	FIRE/OPERATING SUPPLIES	SUPPLIES	40.45	0	07/03/2012	Approved
/ /	37869	BATTERIES PLUS 040	203001224.000	FIRE/OPERATING SUPPLIES	BATTERIES	101.96	0	07/03/2012	Approved
/ /	37889	GARY SOUTHERLAND	203001224.000	FIRE/OPERATING SUPPLIES	REIMBURSE/ SUPPLIES	35.36	48726	07/03/2012	Approved
/ /	37862	NORTH CENTRAL CO-OP	203001226.000	VEHICLE-GAS AND SUPPLIES	FUEL	151.43	0	07/03/2012	Approved
/ /	37855	DONLEY SAFETY	203001229.000	UNIFORMS-FIRE	UNIFORMS	480.00	0	07/03/2012	Approved
/ /	37861	DONLEY SAFETY	203001229.000	UNIFORMS-FIRE	UNIFORMS	409.50	0	07/03/2012	Approved
/ /	37876	EMBROIDERY PLUS	203001229.000	UNIFORMS-FIRE	UNIFORMS	110.50	0	07/03/2012	Approved
/ /	37877	MARTINIZING DRY CLEANING	203001229.000	UNIFORMS-FIRE	UNIFORMS	84.00	0	07/03/2012	Approved
/ /	37860	FIRE INSPECTORS ASSOCIATI	203001241.000	FIRE INVESTIGATIONS	MEMBERSHIP	35.00	0	07/03/2012	Approved
/ /	37887	COMCAST CABLE	203001334.000	TRAVEL/TRAINING/SEMINAR S	CABLE	194.38	48724	07/03/2012	Approved
/ /	37888	PAM TAYLOR	203001334.000	TRAVEL/TRAINING/SEMINAR S	REIMBURSE/ TRAINING MATERIALS	47.77	48725	07/03/2012	Approved
/ /	37892	FRONTIER	203001335.000	TELEPHONE	MONTHLY SERVICE	59.43	48729	07/03/2012	Approved
/ /	37776	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE	71.15	0	06/29/2012	Approved
/ /	37870	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE	222.14	0	07/03/2012	Approved
/ /	37815	INDIANA DEPARTMENT OF	203001343.000	BUILDING MAINTENANCE	ELEVATOR OPERATING CERT.	60.00	0	07/02/2012	Approved
/ /	37845	HSBC BUSINESS SOLUTIONS	203001343.000	BUILDING MAINTENANCE	SUPPLIES	128.68	0	07/03/2012	Approved
/ /	37867	THE OVERHEAD DOOR CO.	203001343.000	BUILDING MAINTENANCE	REPLACED BROKEN SPRING/ INSPECT BOL	514.20	0	07/03/2012	Approved
/ /	37871	FASTENAL	203001343.000	BUILDING MAINTENANCE	PARTS	16.05	0	07/03/2012	Approved
/ /	37872	JONES ELECTRIC SERVICE, L	203001343.000	BUILDING MAINTENANCE	REPAIRS	113.51	0	07/03/2012	Approved
/ /	37873	CHAPMAN ELECTRIC SUPPLY,	203001343.000	BUILDING MAINTENANCE	PARTS	32.22	0	07/03/2012	Approved
/ /	37859	ENVIRO-MAX INC.	203001349.000	CONTRACTUAL SERVICES	REPAIRS	867.44	0	07/03/2012	Approved
/ /	37865	AMK SERVICES	203001349.000	CONTRACTUAL SERVICES	PROGRAMMED RADIO, INTERFACED / HEAD	130.00	0	07/03/2012	Approved
/ /	37868	KOORSEN FIRE & SECURITY	203001349.000	CONTRACTUAL SERVICES	ANNUAL BILLING	557.50	0	07/03/2012	Approved
/ /	37874	AMK SERVICES	203001349.000	CONTRACTUAL SERVICES	RELOADED FLASH CODE	120.00	0	07/03/2012	Approved
/ /	37830	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	CHG VAVES TOTFT	1604.00	48722	07/03/2012	Approved
/ /	37844	DON HINDS FORD, INC.	203001360.000	VEHICLE MAINTENANCE	REPAIRS	376.51	0	07/03/2012	Approved
/ /	37847	KAHLO JEEP	203001360.000	VEHICLE MAINTENANCE	HANDLE/ EXTERIOR DOOR	59.40	0	07/03/2012	Approved
/ /	37848	C.A.R. CLINIC	203001360.000	VEHICLE MAINTENANCE	ALIGNMENT/ TIRES	60.00	0	07/03/2012	Approved
/ /	37849	DISCOUNT TIRE	203001360.000	VEHICLE MAINTENANCE	TIRES/ DISPOSAL	851.50	0	07/03/2012	Approved
/ /	37850	INDUSTRIAL MAINTENANCE	203001360.000	VEHICLE MAINTENANCE	WASH, WAX GALLON DRUM	325.90	0	07/03/2012	Approved
/ /	37854	VAN'S ELECTRICAL SYSTEMS	203001360.000	VEHICLE MAINTENANCE	PRIMER	244.66	0	07/03/2012	Approved
/ /	37856	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	MANUAL DRAIN VALVE/ 12 PORT/ ENGINE	1106.70	0	07/03/2012	Approved

ACCOUNTS PAYABLE REGISTER

JULY 9, 2012

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
/ /	37875	CUSTOM TRUCK & AUTO	203001360.000	VEHICLE MAINTENANCE	PARTS	130.65	0	07/03/2012	Approved
/ /	37853	CENTRAL RESTAURANT PRODUC	203001472.000	EQUIPMENT	COMPACT CUBER	1490.00	0	07/03/2012	Approved
** Subtotal **						264449.97			
** DEPARTMENT TOTAL		204001							
/ /	37842	EMH & T INC.	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	MIDLAND TRACE TRAIL LEGAL DESCRIPTI	1975.00	0	07/03/2012	Approved
** Subtotal **						1975.00			
** DEPARTMENT TOTAL		268001							
/ /	37852	CIPROMS INC	268001349.000	CONTRACTURAL SERVICES	BILLING	1703.58	0	07/03/2012	Approved
/ /	37857	BOUND TREE MEDICAL	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	99.50	0	07/03/2012	Approved
/ /	37858	BOUND TREE MEDICAL	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	1361.43	0	07/03/2012	Approved
/ /	37864	AIRGAS MID AMERICA	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	HAZMAT SUPPLIES	485.53	0	07/03/2012	Approved
/ /	37866	BOUND TREE MEDICAL	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	322.75	0	07/03/2012	Approved
/ /	37878	BOUND TREE MEDICAL	268001473.000	EMERGENCY MEDICAL EQUIP-VEHICLE LEASES	EMS SUPPLIES	699.74	0	07/03/2012	Approved
** Subtotal **						4672.53			
** DEPARTMENT TOTAL		301001							
/ /	37775	BANK OF NEW YORK MELLON	301001349.000	EASTSIDE T.I.F. SERVICES	TAX INCREMENT REV BOND 2009	306355.00	48715	07/01/2012	Approved
/ /	37800	WILLIAM D. / SYLVIA J. KI	301001400.000	EAST SIDE TIF LAND PURCHASE	LAND	40000.00	0	07/02/2012	Approved
** Subtotal **						346355.00			
** DEPARTMENT TOTAL		306001							
/ /	37770	CRIDER & CRIDER	306001474.000	CONSTRUCTION COSTS	SITEWORK/ SPORTS CAMPUS	1475775.00	0	06/28/2012	Approved
/ /	37791	MEYER-NAJEM CONSTRUCTION	306001474.000	CONSTRUCTION COSTS	GRAND PARK	30000.00	0	06/29/2012	Approved
** Subtotal **						1505775.00			
** DEPARTMENT TOTAL		308001							
/ /	37774	FIRST MERCHANTS BANK	308001280.000	BOND 32 DEBT SERVICE FUND	GOB 2001	76935.00	48714	07/01/2012	Approved
** Subtotal **						76935.00			

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ACCOUNTS PAYABLE REGISTER

JULY 9, 2012

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL	312001								
/ /	37773	US BANK	312001280.000	2005 BOND DEBT SERVICE	OBLIGATION BOND 2005	206636.25	48713	07/01/2012	Approved
** Subtotal **						206636.25			
** DEPARTMENT TOTAL	701001								
/ /	37819	PAYROLL	701001110.000	NET SALARIES	NET SAL	293304.68	0	07/02/2012	Approved
/ /	37822	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	07/02 FICA	25731.72	0	07/02/2012	Approved
/ /	37822	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	07/02 MEDICARE	6017.90	0	07/02/2012	Approved
/ /	37823	IN FAMILY & SOCIAL	701001140.000	SUPPORT WITHHOLDING	CHILD SUPPORT	2694.90	0	07/02/2012	Approved
/ /	37824	FIRE FIGHTERS CREDIT	701001141.000	UNION DUES	UNION DUES	2186.99	15955	07/02/2012	Approved
/ /	37825	HAMILTON CO. SUPERIOR COU	701001142.000	GARNISHMENT	CAUSE/ 29D04-1111-SC-11377	127.38	15956	07/02/2012	Approved
/ /	37822	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	07/02/12 FED WITHHOLDING	49244.33	0	07/02/2012	Approved
/ /	37822	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	07/02 FICA	23449.11	0	07/02/2012	Approved
/ /	37821	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	07/02/12 STATE WITHHOLDING	17921.43	0	07/02/2012	Approved
/ /	37752	ADVANTAGE HMO HEALTH PLAN	701001930.000	INSURANCE DEDUCTIONS	JULY MED INS	22605.82	15953	06/22/2012	Approved
/ /	37755	AFLAC	701001930.000	INSURANCE DEDUCTIONS	JUNE 2012 INS PREMIUM	7118.96	15954	06/22/2012	Approved
/ /	37826	POLICE & FIREMEN'S INSUR	701001930.000	INSURANCE DEDUCTIONS	INS	25.74	15957	07/02/2012	Approved
/ /	37827	AUL RETIREMENT SERVICES	701001931.000	PEBSCO-DEFERRED COMP.	RETIREMENT/ BATCH 251	11607.96	0	07/02/2012	Approved
/ /	37828	AUL RETIREMENT SERVICES	701001931.000	PEBSCO-DEFERRED COMP.	LOAN PAYMENTS/ BATCH 252	2966.74	0	07/02/2012	Approved
** Subtotal **						465003.66			
*** Total ***						3172401.77			

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/03/12-Sewer Utility:JULY SEWER

Account Code : Sewer Utility

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	625.61 - Sewer - Plant	INSTALLATION	25928	06/25/12	BEST EQUIPMENT	20355.00	0.00	18608	/ /	35022		N	/ /
	620.61 - Sewer Materials &	SUPPLIES	25930	06/25/12	Tractor Supply	292.49	0.00	18617	/ /			N	/ /
	675.64 - Stormwater Misc	WATERTOWN	25931	06/25/12	Daystar Directional	550.00	0.00	18618	/ /	3474		N	/ /
	675.64 - Stormwater Misc	POTOMACO CT	25932	06/25/12	Daystar Directional	950.00	0.00	18619	/ /	3459		N	/ /
	667.634 - Sewer - Office	BATTERY BUSINESS	25929	06/25/12	GovCONNECTION,	35.00	0.00	18624	/ /	49134752		N	/ /
	620.61 - Sewer Materials &	CAUTION SIGN	25933	06/25/12	Grainger	70.74	0.00	18627	/ /	9840635784		N	/ /
	620.61 - Sewer Materials &	MULCH	25934	06/25/12	Tiffany Lawn & Garden	220.50	0.00	18654	/ /	826/985/921/1		N	/ /
	667.634 - Sewer - Office	OFFICE SUPPLIES	25935	06/25/12	STAPLES BUSINESS	32.96	0.00	18655	/ /	8022071714		N	/ /
	620.61 - Sewer Materials &	05/19 STMT	25936	06/25/12	KROGER	90.38	0.00	18656	/ /	A32756		N	/ /
	635.63 - Sewer -	06/06 SERVICE	25937	06/25/12	Askren Pest Control	42.50	0.00	18657	/ /	06/06		N	/ /
	620.61 - Sewer Materials &	BLOWER CAP	25938	06/25/12	RUNYON EQUIPMENT	217.34	0.00	18658	/ /	229972		N	/ /
	620.62 - Materials and	DIESEL	25938	06/25/12	RUNYON EQUIPMENT	217.32	0.00	18658	/ /	229972		N	/ /
	635.63 - Sewer -	JUNE BILLING	25939	06/25/12	ENGLEDOW GROUP	77.50	0.00	18659	/ /	360394		N	/ /
	635.63 - Sewer -	MAY 2012 MAINT	25940	06/25/12	COPYCO OFFICE	126.83	0.00	18660	/ /	131352		N	/ /
	667.644 - Uniforms	UNIFORMS	25941	06/25/12	UNIFIRST	127.07	0.00	18661	/ /	82053/83645		N	/ /
	620.61 - Sewer Materials &	PARTS	25942	06/25/12	SHERWIN WILLIAMS	32.79	0.00	18662	/ /	89755/85480		N	/ /
	667.636 - Billing Supplies	ENVELOPES	25943	06/25/12	Cave & Company	166.50	0.00	18663	/ /	10178		N	/ /
	635.63 - Sewer -	W/E 06/01	25944	06/25/12	OFFICE TEAM	296.83	0.00	18665	/ /	35652681		N	/ /
	635.63 - Sewer -	05/31 BILLING	25945	06/25/12	THE UPS STORE	28.37	0.00	18666	/ /	1353/1375		N	/ /
	650.63 - Sewer -	REPAIR	25946	06/25/12	ESLER'S AUTO	869.38	0.00	18667	/ /	71353		N	/ /
	631.63 - Sewer	MASTER PLAN DOC	25947	06/25/12	HNTB- GREAT LAKES	4176.44	0.00	18668	/ /	42338713PL0		N	/ /
	101.65 - Construction in	MASTER PLAN DOC	25947	06/25/12	HNTB- GREAT LAKES	5449.14	0.00	18668	/ /	42338713PL0		N	/ /
	605.64 - Stormwater Con	2012 MEMBERSHIP DUE	25948	06/25/12	UPPER WHITE RIVER	7000.00	0.00	18669	/ /	UW20120002		N	/ /
	620.62 - Materials and	MULCH	25949	06/25/12	Tiffany Lawn & Garden	495.00	0.00	18670	/ /	790364		N	/ /
	635.63 - Sewer -	03/06 SERVICE	25950	06/25/12	Askren Pest Control	130.00	0.00	18671	/ /	03/06		N	/ /
	636.62 - Sewer Gallon	MAY BILLING	25951	06/25/12	Carmel Utilities	49016.40	0.00	18672	/ /	06/01		N	/ /
	635.62 - Contractual Servi	MAT	25952	06/25/12	UNIFIRST	9.03	0.00	18673	/ /	82 0681140		N	/ /
	620.62 - Materials and	SEEDS	25953	06/25/12	ADVANCED TURF	156.08	0.00	18674	/ /	3143530		N	/ /
	620.61 - Sewer Materials &	TOPSOIL	25954	06/25/12	ORIGINAL DIRT	864.00	0.00	18675	/ /	4410		N	/ /
	620.61 - Sewer Materials &	PARTS	25955	06/25/12	Chapman Electric	59.88	0.00	18676	/ /	1065124		N	/ /

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 07/03/12-Sewer Utility:JULY SEWER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	620.62 - Materials and	SUPPLIES	25956	06/25/12	Aqua Aerobic Systems	36592.75	0.00	18679	/ /	991110		N	/ /
	635.63 - Sewer -	UTILITY APPRAISAL	25957	06/25/12	BURGESS & NIPLE	5000.00	0.00	18680	/ /	494134		N	/ /
	635.63 - Sewer -	ELEVATOR OPERATING	25958	06/25/12	Dept of Homeland	60.00	0.00	18681	/ /			N	/ /
	620.61 - Sewer Materials &	SUPPLIES	25959	06/25/12	Lowes	40.29	0.00	18682	/ /			N	/ /
	635.63 - Sewer -	DIGITAL COPIERS	25960	06/25/12	MUNICIPAL CAPITAL	18.72	0.00	18683	/ /	6-1		N	/ /
	667.634 - Sewer - Office	PAPER	25961	06/25/12	Westfield Washington	24.99	0.00	18684	/ /	2138		N	/ /
	650.63 - Sewer -	FUEL	25962	06/25/12	Westfield Washington	937.90	0.00	18685	/ /	2139		N	/ /
	650.63 - Sewer -	FUEL	25962	06/25/12	Westfield Washington	119.92	0.00	18685	/ /	2139		N	/ /
	650.63 - Sewer -	FUEL	25963	06/25/12	NORTH CENTRAL	750.00	0.00	18686	/ /	000322		N	/ /
	635.63 - Sewer -	DEL SEWER LIENS	25926	06/22/12	Hamilton County	11.00	0.00	18701	/ /			N	/ /
	655.63 - Sewer - Insurance	JULY MED INS	25927	06/22/12	ADVANTAGE HMO	11499.07	0.00	18703	/ /			N	/ /
	635.63 - Sewer -	MAY 2012 FINANCE	25964	06/25/12	O W Krohn &	1696.25	0.00	18704	/ /	SCT060812		N	/ /
	635.63 - Sewer -	MAY TRASH SERVICE	25965	06/28/12	RAY'S TRASH	99230.80	0.00	18705	/ /	6-28		N	/ /
	101.65 - Construction in	SPORTS	0	/ /	CRIDER & CRIDER	43731.45	0.00	18709	/ /	PO898		N	/ /
	635.63 - Sewer -	DEL SEWER LIENS	25966	06/28/12	Hamilton County	252.00	0.00	18710	/ /			N	/ /
	667.644 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	124.77	0.00	18724	/ /	0820686793		N	/ /
	635.63 - Sewer -	TEMP HIRE	0	/ /	OFFICE TEAM	359.80	0.00	18725	/ /	35688395		N	/ /
	635.63 - Sewer -	DRUG TESTING	0	/ /	Midwest Toxicology	183.00	0.00	18726	/ /	270723		N	/ /
	620.61 - Sewer Materials &	FUEL	0	/ /	NORTH CENTRAL	538.01	0.00	18727	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	SOUTHPARK	59.66	0.00	18728	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	CK PROPERTIES	2.16	0.00	18729	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	LAUREN WEGHORST	329.30	0.00	18730	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	GILLIAN WHITE	62.58	0.00	18731	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	DOUG OR WANDA	32.13	0.00	18732	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	INDIANAPOLIS	214.87	0.00	18733	/ /			N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	GRACE	89.80	0.00	18734	/ /			N	/ /
	605.64 - Stormwater Con	TECH ASSIST	0	/ /	Christopher Burke	96.00	0.00	18735	/ /			N	/ /
	635.63 - Sewer -	JET, VAC CLEANING	0	/ /	Fluid Waste Services	1415.00	0.00	18736	/ /	WO5696		N	/ /
	667.644 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	11.03	0.00	18737	/ /	0820685882		N	/ /
	618.62 - Chemicals	ALUM SULFATE	0	/ /	GENERAL CHEMICAL	4437.77	0.00	18738	/ /	90492543		N	/ /
	625.62 - Repairs-Wwtp	A/C NOT WORKING	0	/ /	FREIJE ENGINEERED	621.46	0.00	18739	/ /	161953		N	/ /

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor
Sorted by Order Entered
For 07/03/12-Sewer Utility:JULY SEWER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	WILLIAM OR ROBIN	63.05	0.00	18740	/ /			N	/ /
	620.62 - Materials and	PARTS	0	/ /	Chapman Electric	677.00	0.00	18741	/ /	1066159		N	/ /
	667.631 - Sewer -	LINE FOR	25968	07/02/12	FRONTIER	284.60	0.00	18744	/ /			N	/ /
	620.61 - Sewer Materials &	POWER CORD, 230	0	/ /	AMERICAN PUMP &	540.00	0.00	18745	/ /	6892		N	/ /
	667.640 - Drainage	DRAINAGE EASEMENT	25967	07/02/12	Hamilton County	217.00	0.00	18746	/ /			N	/ /
	625.61 - Sewer - Plant		25969	07/03/12	BEST EQUIPMENT &	20355.00	0.00	18747	/ /	35022		N	/ /
	635.63 - Sewer -	RIGID SIGN PRINT	0	/ /	CSI SIGNS	370.04	0.00	18748	/ /	9689		N	/ /
	635.63 - Sewer -	JANITORIAL CLEANING	0	/ /	BUSY BEE CLEANING	1400.00	0.00	18749	/ /	20628		N	/ /
	141.60 - Sewer - Accounts	REFUND CREDIT BAL	0	/ /	DESIGN &	21.35	0.00	18750	/ /			N	/ /
	635.63 - Sewer -	SUBSCRIPTION	0	/ /	Indiana Newspapers	71.75	0.00	18751	/ /			N	/ /
	620.61 - Sewer Materials &	FUEL	0	/ /	NORTH CENTRAL	345.72	0.00	18752	/ /	400482		N	/ /
	635.62 - Contractual Servi	LAB TESTING	0	/ /	CLAY TOWNSHIP	980.00	0.00	18753	/ /	1026		N	/ /
	667.644 - Uniforms	UNIFORMS/ YELLOW	0	/ /	AIM RIGHT	97.09	0.00	18754	/ /	3850		N	/ /
	650.63 - Sewer -	ROAD SERVICE, TIRE	0	/ /	R & T TIRE & AUTO	196.48	0.00	18755	/ /	T004KK		N	/ /
	635.63 - Sewer -	FINANCIAL SERVICE	0	/ /	O W Krohn &	17100.00	0.00	18756	/ /	W060812		N	/ /
	667.631 - Sewer -	MONTHLY SERVICE	25970	07/03/12	FRONTIER	188.09	0.00	18772	/ /			N	/ /
Account Code Subtotal :						343605.12	0.00						
****Total****						343605.12	0.00						

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/03/12-Water Utility:JULY WATER

Account Code : Water Utility

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	630.12 - Water -	LABOR, MATERIAL/	20281	06/25/12	ICP PAINTING	2180.26	0.00	18624	/ /	WESTFIEL647		N	/ /
	620.13 - Water - Material &	SUPPLIES	20282	06/25/12	MENARDS	69.08	0.00	18639	/ /			N	/ /
	620.13 - Water - Material &	SUPPLIES	20283	06/25/12	Tractor Supply	44.71	0.00	18640	/ /			N	/ /
	620.13 - Water - Material &	UPS TRACKING/	20284	06/25/12	GALLOUP	510.30	0.00	18641	/ /	1501203-00		N	/ /
	667.154 - Water - Office	BATTERY/ BUSINESS	20285	06/25/12	GovCONNECTION,	35.00	0.00	18644	/ /	49134752		N	/ /
	620.13 - Water - Material &	CAUTION SIGN	20286	06/25/12	Grainger	70.74	0.00	18648	/ /	9840635784		N	/ /
	620.12 - Water - Material &	FIBERGLASS STEP	20287	06/25/12	GENERAL SUPPLY	696.98	0.00	18649	/ /	124567		N	/ /
	667.154 - Water - Office	OFFICE SUPPLIES	20288	06/25/12	STAPLES BUSINESS	32.95	0.00	18650	/ /	8022071714		N	/ /
	620.13 - Water - Material &	EXT RING	20289	06/25/12	Utility Supply Co, Inc.	155.00	0.00	18651	/ /	1066369		N	/ /
	101.18 - Water Fixed	WELL #16 TESTING	20290	06/25/12	Bastin Logan Water	51811.00	0.00	18652	/ /	13038 3515F		N	/ /
	620.13 - Water - Material &	NEUTRAL KIT	20291	06/25/12	KIRBY RISK	94.98	0.00	18653	/ /	S106289373.0		N	/ /
	631.15 - Water -	WELLS PERMITTING	20292	06/25/12	HNTB- GREAT LAKES	7793.26	0.00	18654	/ /	42238713PL0		N	/ /
	101.18 - Water Fixed	WELLS PERMITTING	20292	06/25/12	HNTB- GREAT LAKES	606.34	0.00	18654	/ /	42238713PL0		N	/ /
	630.13 - Water -	JUNE MAINT	20293	06/25/12	USC TANK SERVICE	3015.21	0.00	18655	/ /	290721-29072		N	/ /
	620.12 - Water - Material &	MULCH	20294	06/25/12	Tiffany Lawn & Garden	1458.00	0.00	18656	/ /	787826		N	/ /
	620.13 - Water - Material &	MULCH 4 INVS	20294	06/25/12	Tiffany Lawn & Garden	220.50	0.00	18656	/ /	787826 85 921		N	/ /
	636.12 - Lab Testing -	COLILERT	20295	06/25/12	Environmental	415.00	0.00	18657	/ /	20124344		N	/ /
	635.15 - Water -	05/15 SERVICE PUMP	20296	06/25/12	Berry Electric	139.00	0.00	18658	/ /	3804		N	/ /
	620.13 - Water - Material &	HYDRAULIC KIT	20297	06/25/12	RUNYON EQUIPMENT	55.00	0.00	18659	/ /	227110		N	/ /
	667.159 -	RENEWAL DS061552	20298	06/25/12	IDEM	30.00	0.00	18660	/ /	4540390		N	/ /
	620.13 - Water - Material &	SUPPLIES	20299	06/25/12	KROGER	90.38	0.00	18661	/ /	A32756		N	/ /
	635.15 - Water -	06/06 SERVICE	20300	06/25/12	Askren Pest Control	42.50	0.00	18662	/ /	06/06		N	/ /
	620.13 - Water - Material &	BLOWER CAP	20301	06/25/12	RUNYON EQUIPMENT	217.34	0.00	18663	/ /	229972		N	/ /
	635.15 - Water -	JUNE BILLING	20302	06/25/12	ENGLEDOW GROUP	77.50	0.00	18664	/ /	360394		N	/ /
	635.15 - Water -	MAY 2012 MAINT	20303	06/25/12	COPYCO OFFICE	126.84	0.00	18665	/ /	131352		N	/ /
	667.162 - Uniforms	UNIFORMS	20304	06/25/12	UNIFIRST	127.07	0.00	18666	/ /	082 0682053		N	/ /
	620.13 - Water - Material &	PARTS	20305	06/25/12	SHERWIN WILLIAMS	32.78	0.00	18667	/ /	89755/85480		N	/ /
	667.155 - Billing Supplies	ENVELOPES	20306	06/25/12	Cave & Company	166.50	0.00	18668	/ /	10178		N	/ /
	635.15 - Water -	MAY FINANCE SERV	20307	06/25/12	O W Krohn &	1628.75	0.00	18669	/ /	WCT060812		N	/ /
	635.15 - Water -	W/E 06/01	20308	06/25/12	OFFICE TEAM	296.84	0.00	18670	/ /	35652681		N	/ /

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/03/12-Water Utility:JULY WATER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	635.15 - Water -	05/31STMT	20309	06/25/12	THE UPS STORE	28.37	0.00	18671	/ /	1353/1375		N	/ /
	650.15 - Water -	REPAIR	20310	06/25/12	ESLER'S AUTO	869.39	0.00	18672	/ /	71353		N	/ /
	650.15 - Water -	FUEL	20311	06/25/12	NORTH CENTRAL	650.00	0.00	18706	/ /	000322		N	/ /
	650.15 - Water -	FUEL	20312	06/25/12	Westfield Washington	937.91	0.00	18707	/ /	2139		N	/ /
	650.15 - Water -	FUEL	20312	06/25/12	Westfield Washington	119.93	0.00	18707	/ /			N	/ /
	667.154 - Water - Office	PAPER	20313	06/25/12	Westfield Washington	24.99	0.00	18708	/ /	2138		N	/ /
	635.15 - Water -	DIGITAL COPIERS	20314	06/25/12	MUNICIPAL CAPITAL	18.72	0.00	18709	/ /	6-1		N	/ /
	620.13 - Water - Material &	SUPPLIES	20315	06/25/12	Lowes	120.10	0.00	18710	/ /			N	/ /
	620.12 - Water - Material &	SUPPLIES	20315	06/25/12	Lowes	813.17	0.00	18710	/ /			N	/ /
	620.13 - Water - Material &	SUPPLIES	20315	06/25/12	Lowes	40.29	0.00	18710	/ /			N	/ /
	635.15 - Water -	ELEVATOR OPERATING	20316	06/25/12	Dept of Homeland	60.00	0.00	18711	/ /			N	/ /
	635.15 - Water -	UTILITY APPRAISAL	20317	06/25/12	BURGESS & NIPLE	5000.00	0.00	18712	/ /	494134		N	/ /
	620.12 - Water - Material &	ADJ 04/12 STMT	20279	06/22/12	Lowes	4098.11	0.00	18717	/ /	ACCT9800022		N	/ /
	620.12 - Water - Material &	CORR ENTRY/ REFUND	0	06/22/12	City of Westfield	9.48	0.00	18718	/ /			N	/ /
	655.15 - Water - Insurance	JULY MED INS	20280	06/22/12	ADVANTAGE HMO	11499.07	0.00	18720	/ /			N	/ /
	101.18 - Water Fixed	WELL 16 ALUM	0	/ /	Bastin Logan Water	6855.00	0.00	18726	/ /	13065		N	/ /
	620.13 - Water - Material &	VALVE BOX RISER,	0	/ /	Utility Supply Co, Inc.	318.32	0.00	18727	/ /	1067319		N	/ /
	673.15 - Interest Expense	WATERWORKS REV	20318	07/02/12	Us Bank	26795.00	0.00	18731	/ /			N	/ /
	224.13 - Water Bonds	WATERWORKS REV	20318	07/02/12	Us Bank	140000.00	0.00	18731	/ /			N	/ /
	672.15 - Water Interest	WATER BOND 2009	20319	07/02/12	FIRST MERCHANTS	23091.25	0.00	18732	/ /			N	/ /
	224.10 - Water Bonds	WATER BOND 2009	20319	07/02/12	FIRST MERCHANTS	1015000.00	0.00	18732	/ /			N	/ /
	674.16 - Wus-Interest	SPECIAL BONDS 2002	20320	07/02/12	Bank of New York Trust	169829.00	0.00	18733	/ /			N	/ /
	224.16 - Water Bonds	SPECIAL BONDS 2002	20320	07/02/12	Bank of New York Trust	405000.00	0.00	18733	/ /			N	/ /
	620.13 - Water - Material &	FUEL	0	/ /	NORTH CENTRAL	538.01	0.00	18734	/ /			N	/ /
	636.12 - Lab Testing -	COLIFORM	0	/ /	Environmental	192.00	0.00	18735	/ /	20124650		N	/ /
	631.15 - Water -	HYDROGEOLOGIC	0	/ /	Eagon & Associates	7150.96	0.00	18736	/ /	630A-5201231		N	/ /
	635.15 - Water -	DRUG TESTING	0	/ /	Midwest Toxicology	183.00	0.00	18737	/ /	270723		N	/ /
	635.15 - Water -	TEMP HIRE	0	/ /	OFFICE TEAM	359.80	0.00	18738	/ /	35688395		N	/ /
	631.15 - Water -	CONSUMER	0	/ /	Wessler Engineering	800.00	0.00	18739	/ /	24430		N	/ /
	667.162 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	124.77	0.00	18740	/ /	0820686793		N	/ /
	620.12 - Water - Material &	MECHANICAL SEAL	0	/ /	Bastin Logan Water	1087.56	0.00	18741	/ /	13062		N	/ /

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/03/12-Water Utility:JULY WATER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
	630.12 - Water -	POWER WASHED,	0	/ /	PEERLESS ELECTRIC	9880.00	0.00	18742	/ /	33490		N	/ /
	620.13 - Water - Material &	PLASTIC PIT EXTENSION	0	/ /	Utility Supply Co, Inc.	204.92	0.00	18743	/ /	1067776		N	/ /
	675.15 - Water - Misc	REIMBURSE/ CDL	20321	06/29/12	JASON GREATHOUSE	30.00	0.00	18762	/ /			N	/ /
	667.151 - Water -	MONTHLY SERVICE	20322	07/02/12	AT&T	298.08	0.00	18763	/ /			N	/ /
	650.15 - Water -	PANEL DASH	0	/ /	STOOPS	56.27	0.00	18778	/ /	2129682		N	/ /
	650.15 - Water -	ROAD SERVICE/ TIRE	0	/ /	R & T TIRE & AUTO	196.47	0.00	18779	/ /	T004KX		N	/ /
	668.162 - Water Deprec	UNIFORMS/ YELLOW	0	/ /	AIM RIGHT	97.09	0.00	18780	/ /	3850		N	/ /
	620.13 - Water - Material &	AC FAN	0	/ /	RADIOSHACK	22.99	0.00	18781	/ /	028316		N	/ /
	650.15 - Water -	SCRAP TIRE DISPOSAL	0	/ /	INDY TIRE CENTERS	48.00	0.00	18782	/ /	10022226		N	/ /
	620.13 - Water - Material &	FUEL	0	/ /	NORTH CENTRAL	345.72	0.00	18783	/ /	400482		N	/ /
	635.15 - Water -	SUBSCRIPTION	0	/ /	Indiana Newspapers	71.74	0.00	18784	/ /			N	/ /
	620.13 - Water - Material &	FLOWABLE FILL	0	/ /	Beaver Ready Mix	273.00	0.00	18785	/ /	1076349		N	/ /
	675.15 - Water - Misc	RENEWAL/ OPERATOR	0	/ /	IDEM	30.00	0.00	18786	/ /			N	/ /
	618.12 - Water - Chemical	HYDROFLUOSILICIC	0	/ /	PVS NOLWOOD	1419.50	0.00	18787	/ /	372273		N	/ /
	636.12 - Lab Testing -	LAB TESTING	0	/ /	Environmental	790.00	0.00	18788	/ /	20124510		N	/ /
	252.10 - Deferred Revenue	SPRINGMILL SELF	0	/ /	GLICK	9644.81	0.00	18789	/ /	7-15		N	/ /
	635.15 - Water -	JANITORIAL CLEANING	0	/ /	BUSY BEE CLEANING	1400.00	0.00	18790	/ /	20628		N	/ /
	675.15 - Water - Misc	REIMBURSE/ CDL	20323	07/03/12	Bryan Forkner	30.00	0.00	18791	/ /			N	/ /
	671.15 - Water Bond	REFUNDING BOND 2006	20324	07/03/12	Us Bank	1000.00	0.00	18792	/ /			N	/ /
	667.151 - Water -	MONTHLY SERVICE	20325	07/03/12	FRONTIER	188.09	0.00	18794	/ /			N	/ /
Account Code Subtotal :						1919880.69	0.00						
****Total****						1919880.69	0.00						

ACCOUNTS PAYABLE REGISTER

JULY 9, 2012

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL		101001							
/ /	37900	US POSTMASTER	101001347.000	PROMOTION-ADM.	POSTAGE FOR WESTFIELD MATTERS	2586.09	48734	07/05/2012	Approved
** Subtotal **						2586.09			
** DEPARTMENT TOTAL		101002							
/ /	37909	MENARDS	101002224.000	OPERATING SUPPLIES-POLICE	SUPPLIES	128.38	0	07/06/2012	Approved
/ /	37905	MARTINIZING DRY CLEANING	101002229.000	UNIFORMS-POLICE	UNIFORMS	437.27	0	07/06/2012	Approved
/ /	37904	INDIANA PAGING NETWORK	101002332.000	CELLULAR/PAGERS/MOBILE-POLICE	PAGING SERVICE	79.73	0	07/06/2012	Approved
/ /	37906	HECKLER & KOCH TRAINING S	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING	1350.00	0	07/06/2012	Approved
/ /	37908	LOVE AT FIRST SIGHT	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	SYMPATHY FLOWERS	82.00	0	07/06/2012	Approved
/ /	37907	COPYCO OFFICE SOLUTIONS	101002349.000	SERVICES CONTRACTUAL-POLICE	COPIES	348.47	0	07/06/2012	Approved
/ /	37912	COPYCO OFFICE SOLUTIONS	101002349.000	SERVICES CONTRACTUAL-POLICE	COPIES	29.22	0	07/06/2012	Approved
/ /	37911	PUBLIC SAFETY MEDICAL	101002354.000	PHYSICAL EXAM.-POLICE	MED EXAMS	612.46	0	07/06/2012	Approved
/ /	37910	C.A.R. CLINIC	101002360.000	VEHICLE REPAIR-POLICE	PARTS	63.00	0	07/06/2012	Approved
** Subtotal **						3130.53			
** DEPARTMENT TOTAL		101010							
/ /	37902	CINDY OLSON	101010347.000	PROMOTION - CC	REIMB 07/05 KROGER	5.99	48736	07/05/2012	Approved
** Subtotal **						5.99			
** DEPARTMENT TOTAL		203001							
/ /	37901	VECTREN ENERGY DELIVERY	203001328.000	GAS/HEAT	06/28/12 BILLING	12.04	48735	07/05/2012	Approved
/ /	37898	REGIONS INSURANCE, INC	203001339.000	INSURANCE-FIRE	TRAINING FACILITY INS	123.00	0	07/05/2012	Approved
** Subtotal **						135.04			
** DEPARTMENT TOTAL		301001							
/ /	37913	RQAW	301001349.000	EASTSIDE T.I.F. SERVICES	DESIGN/ 31&32 INTERCHANGE	21000.00	0	07/06/2012	Approved
** Subtotal **						21000.00			
*** Total ***						26857.65			

Approved by the State Board of Accounts for City of Westfield Utilities, 2005

Date: 07/06/12 10:46:08 AM

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/06/12-Water Utility:

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Number	Invoice Date	Invoice Number	Fund Name	No Pay	Due Date
Account Code :	**Water Utility**												
	620.13 - Water - Material &	PARTS	0	/ /	E J Prescott	634.25	0.00	18802	/ /	4548009		N	/ /
	101.18 - Water Fixed	HORSESHOE/ DEWITT	0	/ /	Bastin Logan Water	59980.00	0.00	18803	/ /	13073		N	/ /
	630.13 - Water -	REMAINING/ CONTRACT	0	/ /	Berry Electric	14159.50	0.00	18804	/ /	3811		N	/ /
Account Code Subtotal :						74773.75	0.00						
****Total****						74773.75	0.00						

Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 07/06/12-Sewer Utility:

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number Date	Invoice Number	Fund Name	No Pay	Due Date
Account Code :	**Sewer Utility**											
	620.62 - Materials and	MATERIALS/ SUPPLIES	0	/ /	Roudebush Equipment	79.39	0.00	18779 / /	SP110244		N	/ /
Account Code Subtotal :						79.39	0.00					
****Total****						79.39	0.00					

Westfield City Council July 3, 2012

The Westfield City Council met for a special meeting Monday July 3, 2012 at the Westfield City Hall. Members present were Jim Ake, John Dippel, Steve Hoover, Bob Horkay, Cindy Spoljaric and Bob Smith. Also present were Deputy Clerk-Treasurer Teresa Skelton and Westfield City Attorney Brian Zaiger with Krieg DeVault, LLC.

President Horkay called the meeting to order at 6:02 P.M.

New Business:

Ordinance 12-23: Water Conservation Ordinance
Adoption Consideration – July 3, 2012

City Attorney Brian Zaiger presented Ordinance 12-23 to the Council. Chief of Staff Todd Burtron described the mandate for sustaining an aquifer.

Cindy Spoljaric and Steve Hoover expressed their concerns with restricting new landscaping and new plantings. Councilman Hoover suggested that the wording be changed in three areas.

1. In Section 5. Mandatory Water Conservation (Strike exemptions)
2. In Section 5, A1. Add after sprinkling, watering, or irrigating of grass and or other landscaping
3. Under Exhibit "A" Mandatory Conservation there was a typo. It should read which are designed to reduce certain types of water use (not including kind certain)

After some discussion Bob Smith moved to suspend the rule and consider Ordinance 12-23. Steve Hoover seconded. Vote: Yes-6; No-0. Motion carried.

John Dippel moved to approve Ordinance 12-23 as amended. Bob Smith seconded. Vote: Yes-6; No-0. Motion carried.

With no further business the meeting was adjourned at 6:40 P.M.

______________________________ ______________________________

Deputy Clerk-Treasurer President

ORDINANCE 12-26

AN ORDINANCE OF THE CITY OF WESTFIELD EXTENDING THE EMERGENCY OPEN BURNING BAN BY THE CITY OF WESTFIELD

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 Mayor has advised the Council that this matter is a result of the emergency conditions present in Central Indiana by the continuing dry conditions with little to no relief in the immediate future that creates an urgent necessity and requires immediate effectiveness; and,

WHEREAS, after being duly advised in the issues regarding the dry and possibly dangerous conditions that exist, now finds that the implementation of the following Ordinance is in the best interests of the citizens of the City of Westfield.

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

Section 1. As of time of this Ordinance, an emergency exists within the City of Westfield because of the drought conditions which has required the Declaration of Emergency Conditions by the Mayor on June 29, 2012. The Council finds that conditions have not substantially improved and an extension is necessary.

Section 2. In order, to the extent possible, to protect the lives and property of the people of the City of Westfield, the Council orders that the following acts are prohibited within the City:

a. No person shall cause, permit, or allow open burning on any property located within the City.
b. No person shall discharge or cause to be discharged any fireworks as defined in Indiana Code 22-11-14.
c. No person shall discharge or cause to be discharged into the air or ground at any location within the City, any device or mechanism which has an open flame attached or included as any part of the device.

Section 3. Pursuant to Indiana Code 10-14-3-24, all law enforcement officers of the State of Indiana and the political subdivisions within the State may enforce the terms and conditions of this Ordinance.

Section 4. Pursuant to Indiana Code 10-14-3-34, any person who knowingly, intentionally, or recklessly violates this Ordinance commits a Class B Misdemeanor and may be fined and/or imprisoned pursuant to law in addition to the general fines and penalties contained in the Westfield Code of Ordinances.

Section 5. This Declaration shall not prohibit a public fireworks display which is:

a. Sponsored, endorsed, and permitted by the City.
b. The Fire Chief of the municipality determines the municipality has adequate firemen, adequate fire trucks, and other equipment at the site of the fireworks display to immediately suppress any fire resulting from the fireworks.
c. Approved by the Fire Chief of the municipality.

Section 6. This Ordinance shall remain in full force and effect for 60 calendar days from the date of this Ordinance, unless terminated earlier by the Mayor.

Section 7. This Ordinance shall be in full force and effect in accordance with Indiana Law, upon its passage by the City Council, its publication in accordance with law and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby ordered amended or repealed. In the event any portion of this Ordinance is later deemed invalid all remaining portions shall remain in place. All acts taken pursuant to the adoption of this Ordinance are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS ________DAY OF ________2012.

WESTFIELD CITY COUNCIL

Voting For	**Voting Against**	**Abstain**
______________________ Jim Ake	______________________ Jim Ake	______________________ Jim Ake
______________________ John Dippel	______________________ John Dippel	______________________ John Dippel
______________________ Steven Hoover	______________________ Steven Hoover	______________________ Steven Hoover
______________________ Robert L. Horkay	______________________ Robert L. Horkay	______________________ Robert L. Horkay
______________________ Robert J. Smith	______________________ Robert J. Smith	______________________ Robert J. Smith
______________________ Cindy L. Spoljaric	______________________ Cindy L. Spoljaric	______________________ Cindy L. Spoljaric
______________________ Robert W. Stokes	______________________ Robert W. Stokes	______________________ Robert W. Stokes

ATTEST:

____

Cindy J. Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 12-26 was delivered to the Mayor of Westfield

on the _______ day of _______________, 2012, at _______ ____ m.

____
Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 12-26	I hereby VETO ORDINANCE 12-26
this ______ day of ______________, 2012.	this ______ day of ______________, 2012.
___________________________	___________________________
J. Andrew Cook, Mayor	J. Andrew Cook, Mayor

ATTEST:

____
Cindy J. Gossard, Clerk Treasurer

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