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_04_08_2013

Monday, April 08, 2013 at 07:00 PM

BOARD OR COMMISSION: **City Council Meeting**
MEETING DATE: **Monday, April 08, 2013 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 March 25, 2013 (special meeting)
Documents: Minutes- 3/25/13

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:

Proclamation: Month of the Military Child
Documents: Proclamation: Month of the Military Child

Proclamation: Arbor Day
Documents: Proclamation: Arbor Day

Proclamation: Bike to School & Bike to Work Day
Documents: Proclamation- Bike to School & Bike to Work Day

Presentation: Westfield Parks Recreational Programming
Documents: Westfield Parks Recreational Programming

Presentation: Westfield Schools Executive Committee Update

Old Business:

Resolution 13-108: Modification of Commitments regarding Walnut Ridge Estates
Council Introduction- February 11, 2013
APC Public Hearing- March 4, 2013
APC Recommendation- March 18, 2013
Adoption Consideration- April 8, 2013
Documents: Res. 13-108 | Staff Report | Aerial Photo | Conceptual Landscaping Plan | Walnut Ridge Elevation Package | Walnut Ridge Commitments (Recorded)

Ordinance 13-12: Additional Appropriation- General Fund
Council Introduction- March 11, 2013
Public Hearing- March 25, 2013
Adoption Consideration- April 8, 2013
Documents: Ord. 13-12

Ordinance 13-09: Bond Ordinance- Grand Park
Council Introduction- March 25, 2013
Adoption Consideration- April 8, 2013
Documents: Ord. 13-09

Ordinance 13-10: Additional Appropriation- Grand Park
Council Introduction- March 25, 2013
Public Hearing- April 8, 2013
Adoption Consideration- April 22, 2013
Documents: Ord. 13-10

New Business:

Resolution 13-109: Annual Tax Abatement Review
Adoption Consideration- April 8, 2013
Documents: Res. 13-109 | Tax Abatement Review Slide

City Council Comments

Mayor Comments

Adjourn

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

PROCLAMATION

Month of the Military Child

April, 2013

WHEREAS, thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the Armed Forces of the United States of America in active duty posts in Afghanistan, Iraq and around the world; and

WHEREAS, More than 21, 0000 of Indiana's children and youth have been directly affected by the military deployment of at least one parent; and

WHEREAS, these children and youth are a source of pride and honor to us all and it is only fitting that we take time to recognize their contributions, celebrate their spirit and let our men and women in uniform know that while they are taking care of us we are taking care of their children and youth; and

WHEREAS, the recognition of Month of the Military Child will allow us to pay tribute to military children and youth for their commitment, their struggles and their unconditional support of our troops because when parents serve in the military their kids are heroes too; and

WHEREAS, a month-long salute to military children and youth will encourage the local community to provide direct support to military children and families.

NOW, THEREFORE, I, J. Andrew Cook, Mayor of the City of Westfield, do hereby proclaim the month of ***April, 2013***, as ***Month of the Military Child*** and I do hereby urge all citizens, business and government leaders to observe the month with appropriate ceremonies and activities that honor, support and thank military children.

IN WITNESS WHEREOF, I, J. Andrew Cook, have hereunto set my hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 8th day of April, 2013.

(City Seal)

J. Andrew Cook, Mayor
City of Westfield

PROCLAMATION

Arbor Day

April 27, 2013

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2013 is the 141st anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil caused by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beauty for our community; and

WHEREAS, Westfield is a Tree City and recognizes that trees in our City increase property values, enhance the economic vitality of the area and beautify our community.

NOW, THEREFORE, I, J. Andrew Cook, Mayor of the City of Westfield, do hereby proclaim the **27th day of April, 2013**, as ***Arbor Day*** in the county of Hamilton, city of Westfield, IN and call upon all citizens to join the celebration of Arbor Day at Westfield's Quaker Park on Saturday, April 27, 2013.

IN WITNESS WHEREOF, I, J. Andrew Cook, have hereunto set my hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 8th day of April, 2013.

(City Seal)

J. Andrew Cook, Mayor
City of Westfield

PROCLAMATION

Bike to School Day & Bike to Work Day

May 8, 2013 & May 17, 2013

WHEREAS, the City of Westfield, IN encourages the use of bicycles as a means of transportation, benefitting all citizens of Westfield, IN by improving air quality, reducing traffic congestion and noise and fostering exercise; and

WHEREAS, the City of Westfield, IN recognizes the use of bicycles as a viable mode of transportation and endeavors to promote safe and responsible bicycling by providing bicycle paths and trails; and

WHEREAS, the National Center for Safe Routes to School has established ***May 8, 2013*** as ***Bike to School Day*** and the League of American Bicyclists has established **May 17, 2013** as ***Bike to Work Day***; and

NOW, THEREFORE, I, J. Andrew Cook, Mayor of the City of Westfield, do hereby proclaim the **8th day of May, 2013**, as ***Bike to School Day*** and the **17th day of May, 2013** as ***Bike to Work Day*** in the county of Hamilton, city of Westfield, IN and call upon all citizens to join the thousands of Americans who will be participating by bicycling to school and work.

IN WITNESS WHEREOF, I, J. Andrew Cook, have hereunto set my hand and caused to be affixed the great seal of the City of Westfield, Indiana, on this 8th day of April, 2013.

(City Seal)

J. Andrew Cook, Mayor
City of Westfield

ORDINANCE 13-12

ORDINANCE FOR ADDITIONAL APPROPRIATION

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

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

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

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

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

Fund Name	Budget Classification	Amount Requested
0101 General	30000 Other Services & Charges	$35,828

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

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

ALL OF WHICH IS ORDAINED THIS ________DAY OF ________2013.

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 Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 13-12 was delivered to the Mayor of Westfield

on the _______ day of _______________, 2013, at _______ ____ m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 13-12

this ______ day of ______________, 2013.

____
J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 13-12

this ______ day of ______________, 2013.

____
J. Andrew Cook, Mayor

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

ORDINANCE NO. 13-09

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) parking lots and roads, (ii) synthetic turf fields and equipment, (iii) natural grass baseball fields, (iv) perimeter fencing, (v) lighting and (vi) site furnishings; (b) construction of (i) restroom and concession structures and (ii) maintenance structures; and (c) engineering and professional fees for the improvements 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 (i) 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), (ii) 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 (iii) the City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2012 in the principal amount Eight Million Nine Hundred Thousand Dollars ($8,900,000); 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 Twenty-Five Million Dollars ($25,000,000) (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 February 25, 2013, 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 (i) 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); (ii) 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 (iii) the City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2012 in the principal amount of Eight Million Nine Hundred Thousand Dollars ($8,900,000).

"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 <u>Exhibit A</u> 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 Twenty-Five Million Dollars ($25,000,000) to be designated "City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2013" (or, in the event the Notes are not issued within calendar year 2013, 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 as may be negotiated between the City and the Note Purchaser after the date that is not less than 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 Twenty-Five Million Dollars ($25,000,000) 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) Form of the 201_ Bonds. 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 201_ Bond 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) parking lots and roads, (ii) synthetic turf fields and equipment, (iii) natural grass baseball fields, (iv) perimeter fencing, (v) lighting and (vi) site furnishings; (b) construction of (i) restroom and concession structures and (ii) maintenance structures; and (c) engineering and professional fees for the improvements 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) <u>Out of COIT Revenues.</u> (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) parking lots and roads, (ii) synthetic turf fields and equipment, (iii) natural grass baseball fields, (iv) perimeter fencing, (v) lighting and (vi) site furnishings; (b) construction of (i) restroom and concession structures and (ii) maintenance structures; and (c) engineering and professional fees for the improvements 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.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS _____ DAY OF _____________, 2013, 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 13-09 was delivered to the Mayor of Westfield on the _____ day of _____________, 2013, at ___:___ __.m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 13-09	I hereby VETO Ordinance 13-09
this _____ day of _____________, 2013	this _____ day of _____________, 2013
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. *<u>/s/ James T. Crawford, Jr.</u>*

This document prepared by
James T. Crawford, Jr., Esq.
KRIEG DEVAULT, LLP
161 Lakeview Drive
Noblesville, Indiana 46060
(317) 238-6239

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EXHIBIT A

DESCRIPTION OF PROJECT

Improvements, including but not limited to the (a) installation of (i) parking lots and roads, (ii) synthetic turf fields and equipment, (iii) natural grass baseball fields, (iv) perimeter fencing, (v) lighting and (vi) site furnishings; (b) construction of (i) restroom and concession structures and (ii) maintenance structures; and (c) engineering and professional fees for the improvements; all in connection with the Grand Park Sports Campus located in the Grand Junction Consolidated Economic Development Area as amended up to a maximum cost of $25,000,000.

ORDINANCE 13-10

ORDINANCE FOR ADDITIONAL APPROPRIATION OF THE PROCEEDS OF THE CITY OF WESTFIELD, INDIANA COUNTY OPTION INCOME TAX REVENUE BOND ANTICIPATION NOTES OF 2013

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 April 8, 2013, 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 Twenty-Five Million Dollars ($25,000,000) (the "Bonds") and further designated such bond anticipation notes as "City of Westfield, Indiana County Option Income Tax Bond Anticipation Notes of 2013 in an aggregate principal amount not to exceed Twenty-Five Million Dollars ($25,000,000) (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) parking lots and roads, (ii) synthetic turf fields and equipment, (iii) natural grass baseball fields, (iv) perimeter fencing, (v) lighting and (vi) site furnishings; (b) construction of (i) restroom and concession structures and (ii) maintenance structures; and (c) engineering and professional fees for the improvements; 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 Twenty-Five Million Dollars ($25,000,000), 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 Twenty-Five Million Dollars ($25,000,000), 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 _____ DAY OF ______________, 2013, 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 13-10 was delivered to the Mayor of Westfield on the _____ day of _____________, 2013, at ___:___ __.m.

____
Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 13-10	I hereby VETO Ordinance 13-10
this _____ day of _____________, 2013	this _____ day of _____________, 2013.
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. *<u>/s/ James T. Crawford, Jr.</u>*

This document prepared by
James T. Crawford, Jr., Esq.
KRIEG DEVAULT, LLP
161 Lakeview Drive
Noblesville, Indiana 46060
(317) 238-6239

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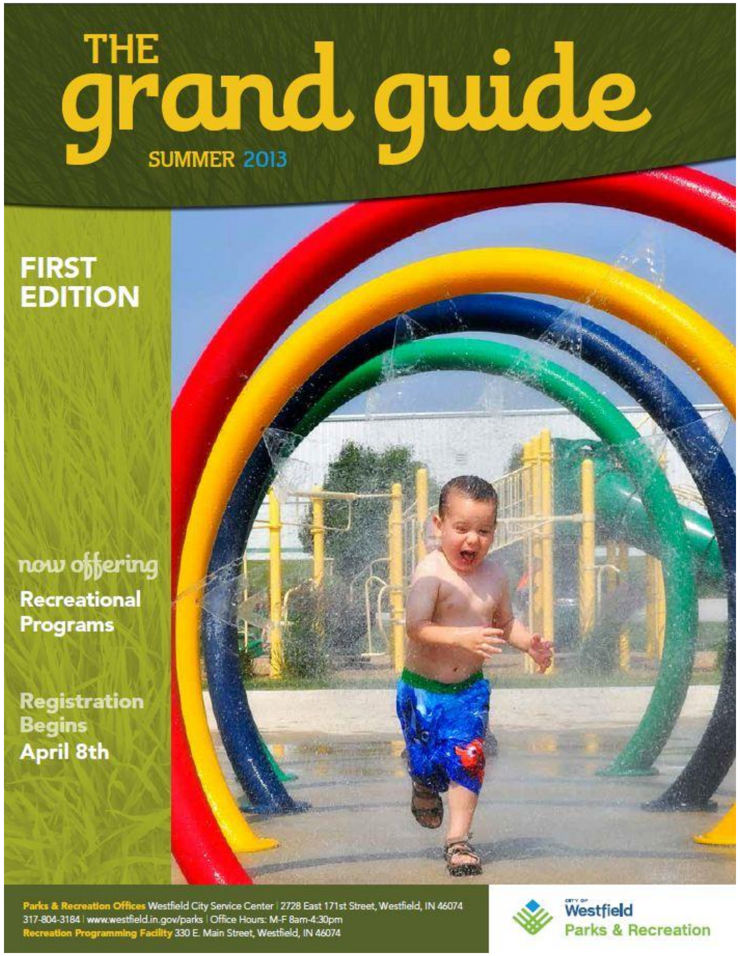
CITY OF
Westfield
Parks & Recreation

Programming Launch

CITY OF
Westfield
INDIANA

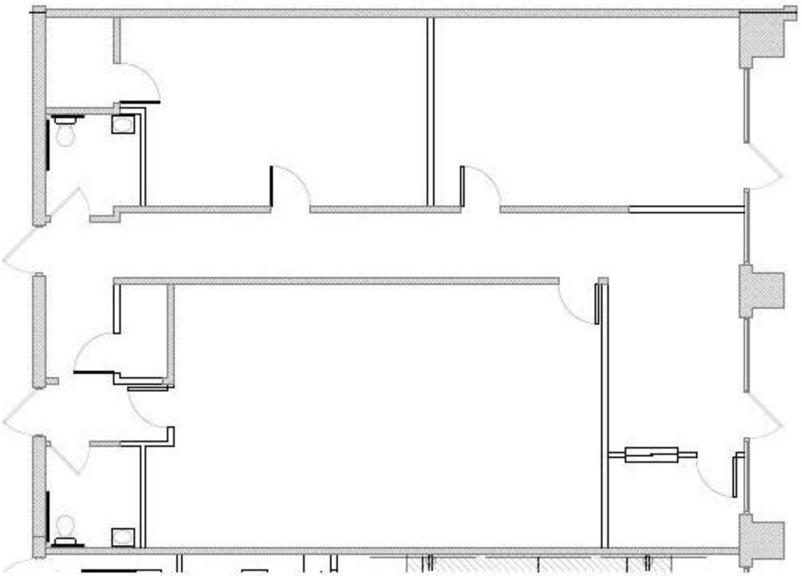
The Grand Guide



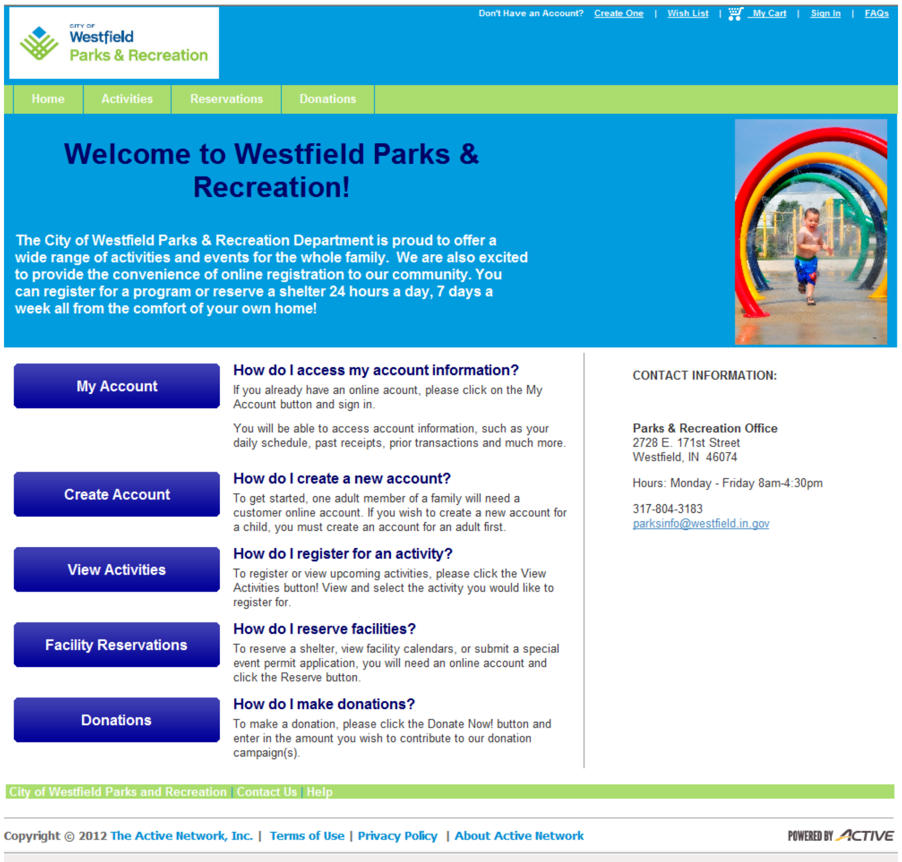
- Comprehensive guide listing all programs and events offered from May-August
- 61 unique programs for ages 18 months to 55+
- 415 sessions to choose from
- 6 special events highlighted
- Other features include:
  - Parks & Trails Guide
  - Volunteer Opportunities
  - Parks & Recreation News
  - Shelter Rental Information
- Mailed to approximately 13,000 households
- Also available [Online] for those who will not receive a copy via mail
- Three issues will be published each year

Main Street Programming Facility

- Located at 330 E. Main Street, between Body One and Edward Jones
- Dedicated exclusively to recreational programming
- Offers three separate spaces, allowing for a variety of programs
- Allows us flexibility in scheduling of programs
- Will only be open during programs and will not be staffed – Parks & Recreation Offices will remain at City Service Center



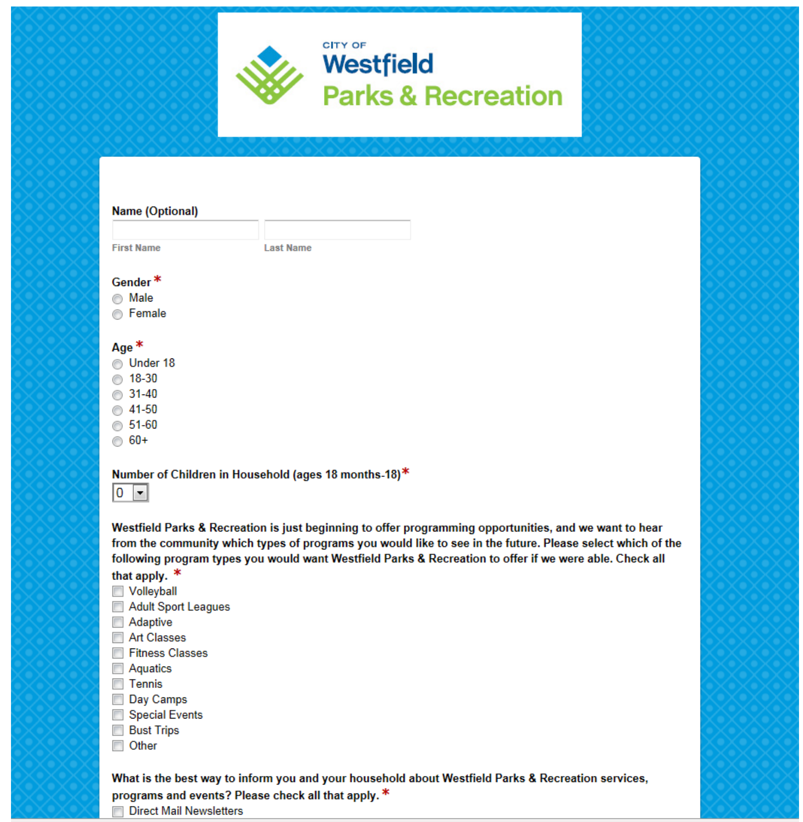
Online Registration System



- Allows people to register for programs or reserve a park shelter 24 hours a day, 7 days a week from the comfort of home
- No convenience fees for registering online
- Registration for all summer programs opened today
- The system also allows for online donations and easy accounting and reporting

Programming Survey

- Very quick survey to determine what types of programs and events the community would like to see offered in the future
- Also asks for anyone who would be interested in teaching a program to provide their contact info/area of expertise



CITY OF Westfield Parks & Recreation

Name (Optional)

First Name   Last Name

Gender *
- Male
- Female

Age *
- Under 18
- 18-30
- 31-40
- 41-50
- 51-60
- 60+

Number of Children in Household (ages 18 months-18) *

0

Westfield Parks & Recreation is just beginning to offer programming opportunities, and we want to hear from the community which types of programs you would like to see in the future. Please select which of the following program types you would want Westfield Parks & Recreation to offer if we were able. Check all that apply. *
- Volleyball
- Adult Sport Leagues
- Adaptive
- Art Classes
- Fitness Classes
- Aquatics
- Tennis
- Day Camps
- Special Events
- Bust Trips
- Other

What is the best way to inform you and your household about Westfield Parks & Recreation services, programs and events? Please check all that apply. *
- Direct Mail Newsletters

RESOLUTION NUMBER 13-109

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA FINDING THAT PROPERTY OWNERS ARE IN SUBSTANTIAL COMPLIANCE FOR TAX ABATEMENT PURPOSES

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

WHEREAS, pursuant to the Act, not later than forty-five (45) days after receipt of the Compliance with Statement of Benefits forms ("Form CF-1"), attached hereto as Exhibit A, the Council may determine whether the property owners have substantially complied with the Statement of Benefits forms ("Form SB-1") previously approved by the Council.

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

SECTION I. The Council has reviewed Exhibit A and has found that the property owners are in substantial compliance with their respective Form SB-1's.

SECTION II. The President of the Council is hereby authorized to certify compliance with the respective Form SB-1's.

SECTION III. The City's administrative staff is hereby directed to file the certified Form CF-1's with the appropriate Hamilton County office on behalf of the Council.

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

ADOPTED AND PASSED THIS 8TH DAY OF APRIL 2013, BY THE 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
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 RESOLUTION 13-109 was delivered to the Mayor of Westfield on the ______ day of _____________, 2013, at _________ ____ m.

____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 13-109

this ______ day of _____________, 2013.

____
J. Andrew Cook, Mayor

I hereby VETO Resolution 13-109

this ______ day of _____________, 2013.

____
J. Andrew Cook, Mayor

Prepared by:
Andrew P. Murray
Economic and Community Development
2728 East 171st Street
Westfield, IN 46074

EXHIBIT A

EGO Enterprises, LLC

Real Property

COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R2 / 1-07)
Prescribed by the Department of Local Government Finance

20 13 PAY 20 14

FORM CF-1 / Real Property

PRIVACY NOTICE
The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

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

☑ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Eligible vacant building (IC 6-1.1-12.1-4.8)

INSTRUCTIONS:

1. *This form does not apply to property located in a residentially distressed area. (IC 6-1.1-12.1-2 (b))*
2. *Property owners must file this form with the County Auditor and the Designating Body for their review regarding the compliance of the project with the Statement of Benefits (SB-1 / Real Property).*
3. *This form must accompany the initial deduction application that is filed with the County Auditor.*
4. *Property owners whose Statement of Benefits was approved after June 30, 1991, must file an updated form with the County Auditor and the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.1)*
5. *The updated form must be filed annually by May 15, or by the due date for the real property owner's personal property return that is filed in the township where the project is located, whichever is later. (IC 6-1.1-12.1-5.1 (b))*
6. *With the approval of the Designating Body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1 / Real Property).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: EGO Enterprises, LLC	
Address of taxpayer (*number and street, city, state, and ZIP code*): 17397 Oak Ridge Road Westfield In 46074	
Name of contact person: Michael Shebek	Telephone number: (317) 579-2000

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: Westfield Redevelopment Commission and Westfield City Council		Resolution number: 11-02
Location of property: NE Approx. 8.53 Acres of Custom Commerence Park Westfield	County: Hamilton	DLGF taxing district number: 015
Description of real property improvements: Construct a fifty thousand square foot building		Estimated starting date (*month, day, year*): 01/01/2011
		Estimated completion date (*month, day, year*): 12/31/2013

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	24	32
Salaries	1,397,760.00	1,949,000.00
Number of employees retained	24	22
Salaries	1,397,760.00	1,580,000.00
Number of additional employees	22	10
Salaries	885,252.80	369,000.00

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	2,500,000.00	
Less: Values of any property being replaced		
Net values upon completion of project		
ACTUAL	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	3,083,903.00	
Less: Values of any property being replaced		
Net values upon completion of project	3,083,903.00	

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed (*month, day, year*)
Michael J Shebek	Member	3-22-13

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991

INSTRUCTIONS: (IC 6-1.1-12-5.1)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. A copy of the notice will be sent to the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner and (2) the County Auditor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________________

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Automatic Pool Covers, Inc.

Personal Property

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R / 1-06)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

INSTRUCTIONS:
1. *Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
2. *This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between March 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between March 1, and the extended due date of each year.*
3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer Automatic Pool Covers, Inc.	
Address of taxpayer *(number and street, city, state, and ZIP code)* 17397 Oak Ridge Road Westfield In 46074	
Name of contact person Michael Shebek	Telephone number (317) 579-2000

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body Westfield Redevelopment Commission and Westfield City Council		Resolution number 11-01
Location of property NE Approx. 8.53 Acres of Custom Commerce Park Westfield	County Hamilton	DLGF taxing district number 015
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. Manufacturing, logistic distribution and IT equipment for automatic pool cover manufacturing facility. Please see Exhibit A for a full description of IT equipment purchases.		Estimated starting date *(month, day, year)* 01/01/2011 Estimated completion date *(month, day, year)* 12/31/2013

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	24.00	32
Salaries	1,397,760.00	1,949,000.00
Number of employees retained	24.00	22
Salaries	1,397,760.00	1,580,000.00
Number of additional employees	22.00	10
Salaries	885,252.80	369,000.00

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project								
Plus: Values of proposed project	270,000.00				130,000.00		100,000.00	
Less: Values of any property being replaced								
Net values upon completion of project								
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project								
Plus: Values of proposed project	48,607.00	19,443.00			32,000.00	12,800.00	152,295.00	60,918.00
Less: Values of any property being replaced								
Net values upon completion of project								

NOTE: The **COST** of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (d).

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
Michael Shebek	President	3-22-13

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991.

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the Township Assessor and the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the Township Assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing	☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Exhibit A

HP Server – hardware and installation $32,833.29

As part of our manufacturing upgrades, we purchased and installed a new computer server. The server is designed to increase our production capacity at each manufacturing cell. Each manufacturing cell is now on a real time production schedule with digital access to our mainframe server.

Thin Clients – hardware and setup $5,687.48

As a component of our manufacturing upgrades, we purchased and installed thin client computer stations. The computer stations increase our production capacity at each manufacturing cell. Each manufacturing cell is now on a real time production schedule with digital access to our mainframe server. The thin client stations contain all applicable manufacturing software.

Software upgrade for Server and Thin Clients $35,896.53

With the manufacturing upgrades, we purchased and installed manufacturing software – MAS200 & JOBOPS [configuration software] and Microsoft Office. The computer stations increase our production capacity at each manufacturing cell. Each manufacturing cell is now on a real time production schedule with digital access to our mainframe server. In addition, the manufacturing cells can communicate with other cells and the office as needed digitally.

Printer/Copier $15,345.94

Copier purchased and installed to centralize scanning and document reproduction between the office and manufacturing floor.

Desktop and Laptop Computers and setup [5] $7,497.52

Mobile and desktop computer terminals for a variety of company departments – setup and installation costs.

Manufacturing paging system $1,479.63

Installed paging system to communicate with entire manufacturing floor.

In addition, we had the following upgrades related to our move:

Security and warehouse cameras $5,091.00

Monitor all manufacturing areas for safety and production down time.

Telephone/voice/data – hardware & install $48,463.53

Upgraded communications systems to enable all groups in this manufacturing facility to communicate more efficiently which results in more efficient manufacturing and production of product.

Indiana Mills & Manufacturing, Inc

Personal Property

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R / 1-06)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

INSTRUCTIONS:
1. *Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
2. *This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between March 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between March 1, and the extended due date of each year.*
3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: Indiana Mills & Manufacturing, Inc.	
Address of taxpayer *(number and street, city, state, and ZIP code)*: 18881 U.S. 31 North Westfield, Indiana 46074	
Name of contact person: John Pendl	Telephone number: (317) 867-8102

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: Westfield Common Council		Resolution number: 11-06
Location of property: CAPE Facility, 18881 US 31 North, Westfield, IN 46074	County: Hamilton	DLGF taxing district number: 015
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired: R&D and support equipment for expansion of research & testing capabilities		Estimated starting date *(month, day, year)*: 02/01/2011 Estimated completion date *(month, day, year)*: 12/31/2012

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	20.00	25
Salaries	1,018,671.00	1,615,432.00
Number of employees retained	20.00	19
Salaries	1,018,671.00	1,227,728.00
Number of additional employees	10.00	6
Salaries	500,000.00	387,704.00

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project			8,129,249.00	1,478,587.49				
Plus: Values of proposed project			2,800,000.00	1,120,000.00				
Less: Values of any property being replaced			0.00	0.00				
Net values upon completion of project			10,929,249.00	2,598,587.49				
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project			8,129,249.00	1,478,587.49				
Plus: Values of proposed project			3,511,057.00	1,404,422.80				
Less: Values of any property being replaced			0.00	0.00				
Net values upon completion of project			11,640,306.00	2,883,010.29				

NOTE: The **COST** of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (d).

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
Warren E. Wise	CFO	3/14/2013

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991.

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the Township Assessor and the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the Township Assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________________

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing *(month, day, year)*	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Indiana Mills & Manufacturing, Inc.
Attachment to Form CF-1/PP
March 2013

R&D Equipment

To date, IMMI has expended $771,057 more on its CAPE Facility than was originally estimated on the Form SB-1 to which this Form CF-1/PP relates.

Employment

In addition to the total number of employees reported on this Form CF-1/PP, IMMI's CAPE unit has two open positions that it will fill once economic conditions and CAPE business levels warrant doing so.

IMMI's CAPE revenue increased by 18% in 2011 and by 15% in 2012. IMMI management foresees continued growth in its existing CAPE business lines. In addition, in late 2012 IMMI management targeted business opportunities in the US Defense industry and has dedicated CAPE resources to pursuing this potential revenue source. IMMI CAPE has been awarded one substantial Defense project, and has solid prospects for additional project assignments.

<u>CPS, Inc.</u>

Personal Property

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R / 1-06)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

INSTRUCTIONS:

1. *Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
2. *This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between March 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between March 1, and the extended due date of each year.*
3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer
CPS, INC.

Address of taxpayer *(number and street, city, state, and ZIP code)*
17435 TILLER COURT, WESTFIELD, IN 46074

Name of contact person
JASON RAY

Telephone number
(317) 848-0000

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body
WESTFIELD CITY COUNCIL

Resolution number
10-07

Location of property
17435 TILLER COURT, WESTFIELD, IN 46074

County
HAMILTON

DLGF taxing district number
29015

Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.
SHRINK WRAP MACHINES, AIR COMPRESSION UNIT, TAPE MACHINES, CONVEYORS, CUTTING TABLES, INVENTORY SYTEM, MOLDS, ETC.

Estimated starting date *(month, day, year)*
06/01/2010

Estimated completion date *(month, day, year)*
06/01/2012

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	4.00	5
Salaries	208,000.00	357,865.00
Number of employees retained	4.00	5
Salaries	208,000.00	357,865.00
Number of additional employees	20.00	185
Salaries	500,000.00	525,055.00

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	550,000.00							
Plus: Values of proposed project								
Less: Values of any property being replaced								
Net values upon completion of project	550,000.00							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project								
Plus: Values of proposed project	267,486.00	127,849.00						
Less: Values of any property being replaced								
Net values upon completion of project	267,486.00	127,849.00						

NOTE: The **COST** of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (d).

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
Jason Ray	President	3-18-13

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991.

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the Township Assessor and the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the Township Assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

<u>B. & K. Real Estate Investment, LLC (Custom Cast Stone)</u>

Real Property

COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R2 / 1-07)
Prescribed by the Department of Local Government Finance

20____ PAY 20____

FORM CF-1 / Real Property

PRIVACY NOTICE
The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

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

☐ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Eligible vacant building (IC 6-1.1-12.1-4.8)

INSTRUCTIONS:

1. *This form does not apply to property located in a residentially distressed area. (IC 6-1.1-12.1-2 (b))*
2. *Property owners must file this form with the County Auditor and the Designating Body for their review regarding the compliance of the project with the Statement of Benefits (SB-1 / Real Property).*
3. *This form must accompany the initial deduction application that is filed with the County Auditor.*
4. *Property owners whose Statement of Benefits was approved after June 30, 1991, must file an updated form with the County Auditor and the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.1)*
5. *The updated form must be filed annually by May 15, or by the due date for the real property owner's personal property return that is filed in the township where the project is located, whichever is later. (IC 6-1.1-12.1-5.1 (b))*
6. *With the approval of the Designating Body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1 / Real Property).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: B-K REAL ESTATE INVESTMENT LLC	
Address of taxpayer (number and street, city, state, and ZIP code): 734 E. 169th ST WESTFIELD IN. 46074	
Name of contact person: J. Kent GRUBAUGH	Telephone number: 896-1700

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: COMMON COUNCIL OF THE CITY OF WESTFIELD		Resolution number: 08-30
Location of property: 734 E. 169th AKA 17001 OAKRIDGE RD	County: Hamilton	DLGF taxing district number: 09
Description of real property improvements: PAVING		Estimated starting date (month, day, year): 7-1-2008
		Estimated completion date (month, day, year): 10-1-2008

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	56	45
Salaries	2,030,000	1,680,000
Number of employees retained	56	45
Salaries	2,030,000	1,680,000
Number of additional employees		
Salaries		

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	264,000	
Less: Values of any property being replaced		
Net values upon completion of project		2,864,800
ACTUAL	COST	ASSESSED VALUE
Values before project	355,009	
Plus: Values of proposed project		
Less: Values of any property being replaced		
Net values upon completion of project		

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed (month, day, year)
[signature]	MEMBER	3-22-13

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991

INSTRUCTIONS: (IC 6-1.1-12-5.1)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. A copy of the notice will be sent to the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner and (2) the County Auditor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ____________________

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Oak Ridge Real Estate Development, LLC and Custom Concrete Co., Inc.

Real Property

COMPLIANCE WITH STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS

State Form 51766 (R3 / 2-13)
Prescribed by the Department of Local Government Finance

20 13 PAY 20 14

FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

INSTRUCTIONS:

1. *This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.*
2. *Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).*
3. *This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.*
4. *This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.1(b))*
5. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer Oak Ridge Real Estate Development, LLC and Custom Concrete, Co., Inc.	County Hamilton
Address of taxpayer *(number and street, city, state, and ZIP code)* 17241 Foundation Parkway, Westfield, IN 46074	DLGF taxing district number
Name of contact person Douglas W. Staebler	Telephone number (317) 399-2299

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body Westfield City Council	Resolution number 03-09, 07-09	Estimated start date *(month, day, year)* 08/01/2003
Location of property 17241 Foundation Parkway, Westfield, IN 46074		Actual start date *(month, day, year)* 08/01/2003
Description of real property improvements New Construction of Commercial Building		Estimated completion date *(month, day, year)* 03/30/2005
		Actual completion date *(month, day, year)* 03/30/2005

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	184	136
Salaries	7000000	6158000
Number of employees retained	184	136
Salaries	7000000	6158000
Number of additional employees	55	
Salaries	2035000	

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	2500000	
Less: Values of any property being replaced		
Net values upon completion of project	2500000	
ACTUAL	COST	ASSESSED VALUE
Values before project		
Plus: Values of proposed project	4320688	4282100
Less: Values of any property being replaced		
Net values upon completion of project	4320688	4282100

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
Doug W Staebler	CFO	03/21/2013

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991

INSTRUCTIONS: (IC 6-1.1-12.1-5.1 and IC 6-1.1-12.1-5.9)

1. *Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).*
2. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.*
3. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.*
4. *If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ____________________

Reasons for the determination (*attach additional sheets if necessary*)		
Signature of authorized member		Date signed *(month, day, year)*
Attested by:	Designating body	

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing	☐ AM ☐ PM	Date of hearing *(month, day, year)*	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)		
Signature of authorized member		Date signed *(month, day, year)*
Attested by:	Designating body	

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Custom Concrete Co., Inc.

Personal Property

COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R / 1-06)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

INSTRUCTIONS:
1. *Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
2. *This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between March 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between March 1, and the extended due date of each year.*
3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: Custom Concrete, Co., Inc. (see attached)

Address of taxpayer *(number and street, city, state, and ZIP code)*: 17241 Foundation Parkway, Westfield, IN 46074

Name of contact person: Douglas W. Staebler

Telephone number: (317) 399-2299

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: Westfield City Council

Resolution number: 03-09, 07-09

Location of property: 17241 Foundation Parkway, Westfield, IN 46074

County: Hamilton

DLGF taxing district number: 29014

Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired.: Construction Equipment, IT Equipment, furnishings & equip-new facility

Estimated starting date *(month, day, year)*: 03/02/2003

Estimated completion date *(month, day, year)*: 03/01/2007

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	184.00	136
Salaries	7,000,000.00	6,158,000.00
Number of employees retained	184.00	136
Salaries	7,000,000.00	6,158,000.00
Number of additional employees	55.00	
Salaries	2,035,000.00	

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project								
Plus: Values of proposed project	4,000,000.00							
Less: Values of any property being replaced								
Net values upon completion of project	4,000,000.00							
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	1,802,110.00	289,054.00						
Plus: Values of proposed project	3,965,177.00	453,434.00					302,635.00	50,328.00
Less: Values of any property being replaced	1,651,869.00	266,518.00						
Net values upon completion of project	4,115,418.00	475,970.00					302,635.00	50,328.00

NOTE: The **COST** of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (d).

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
[signature]	CFO	03/21/2013

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991.

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the Township Assessor and the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the Township Assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________________

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

I.B.C. Real Estate Investment, LLC

Real Property

COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R2 / 1-07)
Prescribed by the Department of Local Government Finance

20____ PAY 20____
FORM CF-1 / Real Property

PRIVACY NOTICE
The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

This statement is being completed for real property that qualifies under the following Indiana Code (*check one box*):
☐ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Eligible vacant building (IC 6-1.1-12.1-4.8)

INSTRUCTIONS:
1. *This form does not apply to property located in a residentially distressed area. (IC 6-1.1-12.1-2 (b))*
2. *Property owners must file this form with the County Auditor and the Designating Body for their review regarding the compliance of the project with the Statement of Benefits (SB-1 / Real Property).*
3. *This form must accompany the initial deduction application that is filed with the County Auditor.*
4. *Property owners whose Statement of Benefits was approved after June 30, 1991, must file an updated form with the County Auditor and the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.1)*
5. *The updated form must be filed annually by May 15, or by the due date for the real property owner's personal property return that is filed in the township where the project is located, whichever is later. (IC 6-1.1-12.1-5.1 (b))*
6. *With the approval of the Designating Body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1 / Real Property).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: I.B.C. Real Estate Investment, LLC.
Address of taxpayer (*number and street, city, state, and ZIP code*): 734 E. 169th St. Westfield, IN. 46074
Name of contact person: Bruce R. Lyon
Telephone number: 317-896-1600

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: Common Council of the City of Westfield, IN.
Resolution number: 08-31
Location of property:
County:
DLGF taxing district number: 09
Description of real property improvements:
Estimated starting date (*month, day, year*): 07-01-2008
Estimated completion date (*month, day, year*): 10-01-2008

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	12	08
Salaries	700,000	588,861
Number of employees retained	12	08
Salaries	700,000	588,861
Number of additional employees		
Salaries		

SECTION 4 — COST AND VALUES

COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	228,480	278,500
Plus: Values of proposed project	136,000	81,800
Less: Values of any property being replaced		
Net values upon completion of project	364,480	360,300
ACTUAL	COST	ASSESSED VALUE
Values before project	343,200	
Plus: Values of proposed project	143,527	
Less: Values of any property being replaced		
Net values upon completion of project	486,727	

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed (*month, day, year*)
[signature]	Member	2-27-13

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991

INSTRUCTIONS: (IC 6-1.1-12-5.1)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. A copy of the notice will be sent to the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner and (2) the County Auditor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________________

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)	
Signature of authorized member	Date signed (*month, day, year*)
Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

Standard Locknut LLC

Personal Property

COMPLIANCE WITH STATEMENT OF BENEFITS
PERSONAL PROPERTY

State Form 51765 (R / 1-06)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

INSTRUCTIONS:
1. *Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)*
2. *This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between March 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between March 1, and the extended due date of each year.*
3. *With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).*

SECTION 1 — TAXPAYER INFORMATION

Name of taxpayer: Standard Locknut LLC	
Address of taxpayer *(number and street, city, state, and ZIP code)*: 1045 East 169th Street, Westfield IN 46074-0780	
Name of contact person: Edward Wetzel	Telephone number: (317) 753-3809

SECTION 2 — LOCATION AND DESCRIPTION OF PROPERTY

Name of designating body: Westfield City Council		Resolution number: 08-54
Location of property: 1045 East 169th Street, Westfield IN 46074-0780	County: Hamilton	DLGF taxing district number: 2901
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. Inverted Vertical CNC Machine 48" CNC Turning Machine		Estimated starting date *(month, day, year)*: 11/11/2008 Estimated completion date *(month, day, year)*: 05/01/2009

SECTION 3 — EMPLOYEES AND SALARIES

EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	178.00	168
Salaries	7,922,000.00	7,347,380.00
Number of employees retained	178.00	168
Salaries	7,922,000.00	7,347,380.00
Number of additional employees	8.00	0
Salaries	300,000.00	0.00

SECTION 4 — COST AND VALUES

	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	6,144,318.00	3,266,347.00						
Plus: Values of proposed project	1,600,000.00	640,000.00						
Less: Values of any property being replaced								
Net values upon completion of project	7,744,318.00	3,906,347.00						
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project	7,548,784.00	2,834,944.00						
Plus: Values of proposed project	1,574,531.00	913,228.00						
Less: Values of any property being replaced								
Net values upon completion of project	9,123,315.00	3,748,172.00						

NOTE: The **COST** of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (d).

SECTION 5 — WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted		
Amount of hazardous waste converted		
Other benefits:		

SECTION 6 — TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Title	Date signed *(month, day, year)*
[signature]	Chief Financial Officer	02/19/2013

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1) THAT WAS APPROVED AFTER JUNE 30, 1991.

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. *This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.*
2. *Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.*
3. *If the property owner is found NOT to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the Township Assessor and the County Auditor.*
4. *Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits.*
5. *If the designating body determines that the property owner has NOT made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the Township Assessor.*

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (*specify*) ______________________________

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of hearing ☐ AM ☐ PM	Date of hearing (*month, day, year*)	Location of hearing

HEARING RESULTS (*to be completed after the hearing*)

☐ Approved ☐ Denied (*see instruction 5 above*)

Reasons for the determination (*attach additional sheets if necessary*)

Signature of authorized member	Date signed (*month, day, year*)

Attested by:	Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.

City of Westfield

2013 Annual Review of Existing Tax Abatements

Abatement Details																				
Name of Taxpayer	Type of Abatement	Term	Years Remaining	Status	2008	2009	2010	2011	2012	2013	2014*	2015*	2016*	2017*	2018*	2019*	2020*	2021*	2022*	**Total Abatement**
1. EGO Enterprises LLC	Real property	10 years	9 years	Proceeding according to plan.						$86,652	$82,319	$69,321	$56,324	$43,326	$34,661	$25,995	$17,330	$8,665	$4,330	**$428,923**
2. Automatic Pool Covers	Personal property	5 years	5 years	Proceeding according to plan.							$2,795	$2,236	$1,677	$1,118	$559					**$8,385**
3. IMMI	Personal property	10 years	9 years	Proceeding according to plan.						$42,133	$40,026	$33,706	$27,386	$21,066	$16,853	$12,640	$8,427	$4,213	$2,107	**$208,557**
4. CPS, Inc.	Personal property	10 years	8 years	Proceeding according to plan.					$4,000	$3,595	$3,068	$2,493	$1,918	$1,534	$1,151	$767	$384	$192		**$19,102**
5. Custom Cast Stone	Real property	8 years	4 years	Employment numbers are lower than expected.			$4,713	$4,912	$4,186	$3,992	$3,168	$2,408	$1,584	$824						**$25,787**
6. Custom Concrete	Real property	10 years	4 years	Employment numbers are lower than expected.	$72,989	$76,073	$63,500	$61,102	$47,002	$30,000	$22,500	$15,000	$7,500	$3,750						**$399,416**
7. Custom Concrete	Personal property	6 years	None	Employment numbers are lower than expected.	$3,651	$5,818	$4,691	$3,854	$2,621	$1,927										**$22,562**
8. Indiana Brick Corporation	Real property	8 years	4 years	Employment numbers are lower than expected.			$2,019	$2,105	$1,794	$1,237	$982	$746	$491	$255						**$9,629**
9. Standard Locknut	Personal property	7 years	3 years	Employment numbers are lower than expected.			$27,397	$23,287	$19,452	$15,616	$11,781	$7,945	$3,836							**$109,314**
				Total Abatement	**$76,640**	**$81,891**	**$102,320**	**$95,260**	**$79,055**	**$185,152**	**$166,639**	**$133,855**	**$100,716**	**$71,873**	**$53,224**	**$39,402**	**$26,141**	**$13,070**	**$6,437**	**$1,231,675**

*Value represents an estimate based on 2012 pay 2013 tax rate ($3.09 per $100 of assessed value, taxes capped at 3%). Assumes tax rate and assessed value estimates remain unchanged in future years.

Westfield City Council Report

Resolution Number:	13-108
APC Petition Number:	0608-REZ-06
Petitioner:	Beazer Homes, Indiana
Requested Action:	A modification to the written commitments associated with the rezoning of property, as approved by Ordinance 06-50 and amended by Resolution 11-05
Current Zoning District:	SF-2, with commitments
Referral Date to APC:	February 11, 2013
APC Public Hearing:	March 4, 2013
APC Recommendation:	March 18, 2013
Adoption Consideration:	April 8, 2013
Exhibits:	1. Staff Report 2. APC Certification
Prepared By:	Kevin M. Todd, AICP

Petition History

This petition was introduced at the February 11, 2013 City Council meeting and received a public hearing at the March 4, 2013 Advisory Plan Commission (the "APC") meeting. The item received a unanimous favorable recommendation for approval at the March 18, 2013 APC meeting.

Procedural

The Westfield City Council may take action on this item at its April 8, 2013 meeting.

Project Overview

Project Location

The subject property is approximately 40 acres in size and is located at the southeast corner of 169th Street and Carey Road (the "Property").

Property History

The Property was rezoned from AG-SF1 to SF-2 with commitments in 2006 (Ordinance 06-50). In 2007, a development plan and plat was approved for the Walnut Ridge Estates subdivision. Construction began on infrastructure, but no homes were built. In 2011, the commitments were amended by a home builder. The modified commitments included more detailed development standards, a conceptual landscaping plan, and specific home elevations (the "2011 Modification"). Since the 2011 Modification, there has been no construction activity on the Property.

Project Description

The current proposal is to modify the commitments that are associated with the Walnut Ridge Estates project. The petitioner is requesting only the two following modifications:

1. Modify the conceptual landscaping plan. The Property is bisected by pipelines, running in a northeast to southwest direction. The pipeline company will not allow plantings within the easements for the pipelines. The conceptual landscaping plan that was included with the 2011 Modification depicted plants within those easements. The proposed modified conceptual landscaping plan shows those easements free from landscaping. The proposed plan also depicts a single row of new spruce trees to be planted in the eastern buffer (along Brookside).

2. Replace the building elevations. The 2011 Modification included building elevations that were specific to the builder at that time. The petitioner, Beazer Homes, does not build the exact homes that were committed to by the 2011 petitioner. Therefore, the proposal is to replace the previous home elevations with the petitioner's home elevations.

No other commitments from the 2011 Modification are proposed to change.

Recommendations/Actions

- Economic and Community Development Department [March 18, 2013]
  The Westfield Economic and Community Development Staff recommended that the proposed modification of the Walnut Ridge Estates Commitments be forwarded to the City Council with a favorable recommendation.

- Advisory Plan Commission [March 18, 2013]
  The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 9-0).

- City Council
  - Introduction: [February 11, 2013]
  - Eligible for Adoption: [April 8, 2013]

Submitted by: Kevin M. Todd, AICP, *Senior Planner*

WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION

The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, 4, 2013, to consider a modification to the Walnut Ridge Estates Commitments. 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.	0608-REZ-08
Petitioner	Beazer Homes, Indiana
Description	A modification to the written commitments associated with the rezoning of property, as approved by Ordinance 06-50 and amended by Resolution 11-05

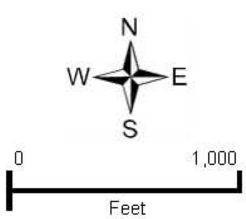
On March 18, 2013, a motion was made and unanimously passed to send a favorable recommendation to the City Council to approve the proposed modification to the Walnut Ridge Estates Commitments.

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

Matthew S. Skelton, Secretary

March 19, 2013
Date

Walnut Ridge Estates



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County of Hamilton Indiana
www.hamiltoncounty.in.gov

TABLE OF LANDSCAPING REQUIREMENTS

WHOLE SITE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING		
REQUIRED PER DWELLING UNIT		TOTAL REQUIRED
SHADE TREE:	4	160
FLOWERING OR EVERGREEN TREE:	2	80
SHRUBS:	4	160
LOT LANDSCAPING PER COMMITMENTS (COUNTS TOWARD WHOLE SITE TOTAL)		
REQUIRED LANDSCAPING PER LOT		TOTAL REQUIRED
SHADE TREE PER LOT:	2	80
FLOWERING TREE PER LOT:	1	40
CONIFER TREE PER LOT:	1	40
3-4' TALL SHRUB PER LOT:	8	360
18-24" TALL SHRUB PER LOT:	12	480
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING 1 SHADE TREE/30 LINEAR FEET (COUNTS TOWARD WHOLE SITE TOTAL)		
TOTAL REQUIRED ALONG CAREY RD:	28	
TOTAL REQUIRED ALONG 169TH ST:	28	
TOTAL:	56	
BUFFER YARD LANDSCAPING REQUIREMENT PER WESTFIELD ZONING 1 EVERGREEN TREE & 5 EVERGREEN SHRUBS/30 LINEAR FEET (DOES NOT COUNT TOWARD WHOLE SITE TOTAL)		
TOTAL TREES ALONG SOUTH BORDER:	38	
TOTAL SHRUBS ALONG SOUTH BORDER:	190	

TOTAL REQUIRED PLANTS	
SHADE TREE:	160
FLOWERING TREE:	40
EVERGREEN TREE:	78
TOTAL TREES:	278
EVERGREEN SHRUBS:	190
3-4' TALL SHRUBS:	360
18-24" TALL SHRUBS:	480
TOTAL SHRUBS:	1030

TOTAL PROVIDED PLANTS	
SHADE TREE:	217
FLOWERING TREE:	40
EVERGREEN TREE:	165
TOTAL TREES:	422
EVERGREEN SHRUBS:	223
3-4' TALL SHRUBS:	380
18-24" TALL SHRUBS:	480
TOTAL SHRUBS:	1083

* COUNT OF PROVIDED PLANTS INCLUDES LOT PLANTINGS NOT SHOWN IN PLAN.

LEGEND	SIZE AT INSTALLATION
= EXISTING SHADE TREE	-
= PROPOSED SHADE TREES	8' HIGH & 2" CALIPER
= EXISTING EVERGREEN TREE	-
= PROPOSED EVERGREEN TREE	6' HIGH
= PROPOSED SHRUBS	18" HIGH
= PROPOSED EVERGREEN BUFFER	7' HIGH

WALNUT RIDGE ESTATES

Date: 03-13-2013

NTS

WEIHE ENGINEERS
10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611

LOCATION: H:\2012\W120359\Engineering\design\exhibits\Preliminary Landscape exhibit.dwg
DATE/TIME: March 14, 2013 - 7:44am
PLOTTED BY: petersong

Stratford ACN

Stratford ACN

Cambridge FCN

Cambridge FCN

Beazer Homes

Cambridge ITN

Cambridge ITN

Bradbury SHN

Bradbury SHN

Lancaster ERN

Lancaster ERN

Beazer Homes

Lancaster ITN

Lancaster ITN

O’Hara TRN Elevation



Wakefield TRN Elevation



Wakefield ACM Elevation



Driftwood ERM Elevation



Vanderbilt TRH Elevation

2011014610 MISC $53.00
03/21/2011 09:56:01A 22 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Cross Referenced to Instrument No. 200600065832

Walnut Ridge Estates, LLC (the "Owner") makes the following commitments (the "Commitments") to the Westfield City Council (the "Council") regarding the use and development of the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate**: See attached Exhibit "A"

Section 2. **Petition**: 0608-REZ-06 (Res. 11-05)

Section 3. **Statement of Commitments**:
These commitments shall run with the land, be binding on the Owner of the Real Estate, subsequent owners of the Real Estate and other persons acquiring an interest therein.

A. There shall be no more than forty (40) residential lots.

B. Square footage requirement (exclusive of basements, porches, garages, or patios):
   a. One-story homes – 2,350 square feet of finished space
   b. Two-story homes – 2,800 square feet of finished space
      i. Ground-floor minimum – 1,400 square feet

C. Driveways:
   a. Shall be concrete, asphalt, or other solid surface
   b. Gravel shall be prohibited

D. Exterior Materials:
   a. All homes shall have 100% first floor wrap consisting of brick, stone, cultured stone or other masonry materials (collectively "Masonry"), not including doors, windows and other openings.
   b. In addition to Masonry, other permissible siding materials include cement fiber board and wood. No vinyl or aluminum siding shall be allowed.
   c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to the use of less brick, stone or stucco material). In all cases without exception there will be a requirement of all sides of the primary structure to have a Masonry water table.
   d. All external chimney chases shall be brick, stone or EIFS.

E. Windows:
   a. All window casings shall be wood, vinyl or a vinyl clad or aluminum clad type material.

F. Garages:
   a. Minimum – three car garage
   b. All garages shall be angled or side-load.

G. Roof Pitch Requirements:
   a. Front to back and front gables or hips 8/12 minimum
   b. All homes shall have a minimum 12" overhangs.
   c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to differ from the standard).

H. Tree Conservation Easement – A ten foot (10') tree conservation easement ("Easement") along the east property line of the Real Estate, at the location identified in Exhibit "B", shall be provided. Within the Easement, no trees with a diameter at breast height ("DBH") in excess of six inches (6") or more in height (the "Protected Trees") shall be removed unless the tree is damaged, diseased, dead, or is required to be removed in order to comply with safety requirements of any governmental agency. If a Protected Tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder (as the case may be) shall reestablish the Protected Tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the Easement. It is acknowledged that certain areas of the woodlands will not be appropriate for the Easement due to the location of drainage and utility infrastructure as will be identified at the time of platting.

I. Lot Landscaping – for each individual lot, the required plant materials to be installed shall be as follows:

a.	2 Deciduous shade trees	2-1/2" caliper at breast height
b.	1 Flowering tree	1-1/2" caliper at breast height
c.	1 Conifer tree	8'-10' in height
d.	8 Shrubs	3'-4' in height
e.	12 Shrubs	18"-24" in height

J. Rear of homes abutting the Tree Conservation Easement shall be two-story homes and shall contain at least three (3) of the following enhancements:
   1. Finished space "pop out"
   2. Bay window
   3. Decorative trim modeling at gutter height
   4. Decorative shaped window
   5. Dormer
   6. Varied building planes
   7. Accent siding
   8. Extended rakes
   9. Chimney chase
   10. Shutters or window trim on all operating windows
   11. Shadow line roof shingles
   12. Wood deck
   13. Screened-in porch or covered porch
   14. Brick wrap

K. Above-ground pools shall be prohibited.

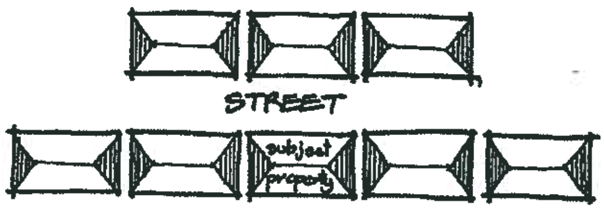
L. Mini-barns and storage sheds shall be prohibited.

M. All residential lots and buffer yards shall not be within, or contain any portion of the Carey Road and 169th Street right-of-way.

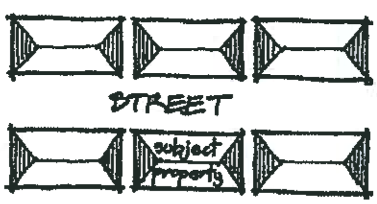
N. All residential lots shall not be within, or contain any portion of a required buffer yard.

O. All homes constructed on the Real Estate shall be substantially similar to those depicted in Exhibit C.

P. The front elevation and the color scheme as a combination, selected for the subject home, shall not be the same combination on any other home within a three (3) home "snapshot" on the same side of the street or immediately across the street from the subject home (the center home of the three (3) home "snapshot"). Further, in addition to the foregoing, each home on each side of the subject home or directly across the street from the subject home shall not contain the same front elevation as the subject home. The forgoing restrictions are depicted on the rendering below.



No home within the distance shown in this diagram should have the same elevation and color scheme as a combination.



No home within the distance shown in this diagram should have the same elevation.

Q. The Developer shall improve the Real Estate with landscaping in substantial compliance with the concept shown on Exhibit D.

R. The total number of single-story homes in the neighborhood shall not exceed 20% of the total number of homes constructed on the Real Estate.

<u>Section 4.</u> **Binding on Successors and Assigns**:

After the Effective Date, these Commitments are binding upon the Owner, each subsequent owner of the Real Estate, each other person acquiring and interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the Westfield City Council.

<u>Section 5.</u> **Modifications of Commitments**:

These Commitments may be modified or terminated only by a decision made by the Westfield City Council.

<u>Section 6.</u> **Effective Date**:

The Commitments contained herein shall be effective upon the approval of Res. 11-05 and shall continue in effect unless modification or terminated by the Westfield City Council.

<u>Section 7.</u> **Recording**:

The undersigned hereby authorizes the Westfield Community Development Department Director to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon approval of Res. 11-05.

<u>Section 8.</u> **Enforcement**:

These Commitments may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana.

[Remainder of page intentionally left blank]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the "Owner," has caused these Commitments to be executed as of the 10th day of March, 2011.

John P Landy

STATE OF ~~INDIANA~~ Texas)
) SS:
COUNTY OF ~~HAMILTON~~ Harris)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared, who having been duly sworn acknowledged the execution of the forgoing Commitments.

Witness my hand and Notarial Seal this 10th day of March, 2011.

Jorge Olivares
Notary Public

My Commission Expires: 7-28-12

Printed Jorge Olivares

Residing in Harris County

JORGE A. OLIVARES
Notary Public
STATE OF TEXAS
My Comm. Exp. July 25, 2012

NOTARY PUBLIC STATE OF TEXAS

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

Prepared by: Andrew Murray, Planner I, City of Westfield, Indiana
2728 East 171st Street, Westfield, Indiana 46074; (317) 804-3170.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the "Owner," has caused these Commitments to be executed as of the 11 day of March, 2011.

John C Lang

STATE OF ~~INDIANA~~ Texas)
) SS:
COUNTY OF ~~HAMILTON~~ Harris)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared, who having been duly sworn acknowledged the execution of the forgoing Commitments.

Witness my hand and Notarial Seal this 11 day of March, 2011.

Carolyn Jean Powers

My Commission Expires: July 27, 2014

Notary Public

Printed Carolyn Jean Powers

Residing in Waller County

CAROLYN JEAN POWERS
MY COMMISSION EXPIRES
July 27, 2014

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

Prepared by : Andrew Murray, Planner I, City of Westfield, Indiana
2728 East 171st Street, Westfield, Indiana 46074; (317) 804-3170.

[Remainder of page intentionally left blank]

EXHIBIT A

LEGAL DESCRIPTION

[redacted] [redacted] [redacted]

EXHIBIT "A"

Part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East, Hamilton County, Indiana, being more particularly described as follows:
Beginning at the Southwest corner of said quarter section; thence North 0 degrees 04 minutes 09 seconds East (assumed basis of bearings) 1329.41 feet to the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East on and along the North line of said half-quarter section 1331.77 feet; thence South 0 degrees 02 minutes 05 seconds West 1321.80 feet to the South line of said half-quarter section; thence North 89 degrees 17 minutes 58 seconds West on and along said south line, 1332.46 feet to the point of beginning.

Except that portion of the above Real Estate deeded to the Town of Westfield and further described as follows:

A part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East Hamilton County, Indiana described as follows:
Beginning at the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East 41.78 feet along the north line of said half-quarter section; thence South 1 degree 01 minute 43 seconds West 16.50 feet to the south boundary of 169th Street; thence South 45 degrees 32 minutes 56 seconds West 35.06 feet to the east boundary of Carey Road; thence North 89 degrees 55 minutes 51 seconds West 16.50 feet to the west line of the said half-quarter section; thence North 0 degrees 04 minutes 09 seconds East 41.78 feet along said west line to the point of beginning and containing 0.032 acres, more or less, inclusive of the presently existing right-of-way which contains 0.025 acres, more or less, for a net additional taking of .007 acres, more or less.

EXHIBIT B

TREE CONSERVATION EXHIBIT

EXHIBIT B

Walnut Ridge Estates

TREE CONSERVATION EXHIBIT

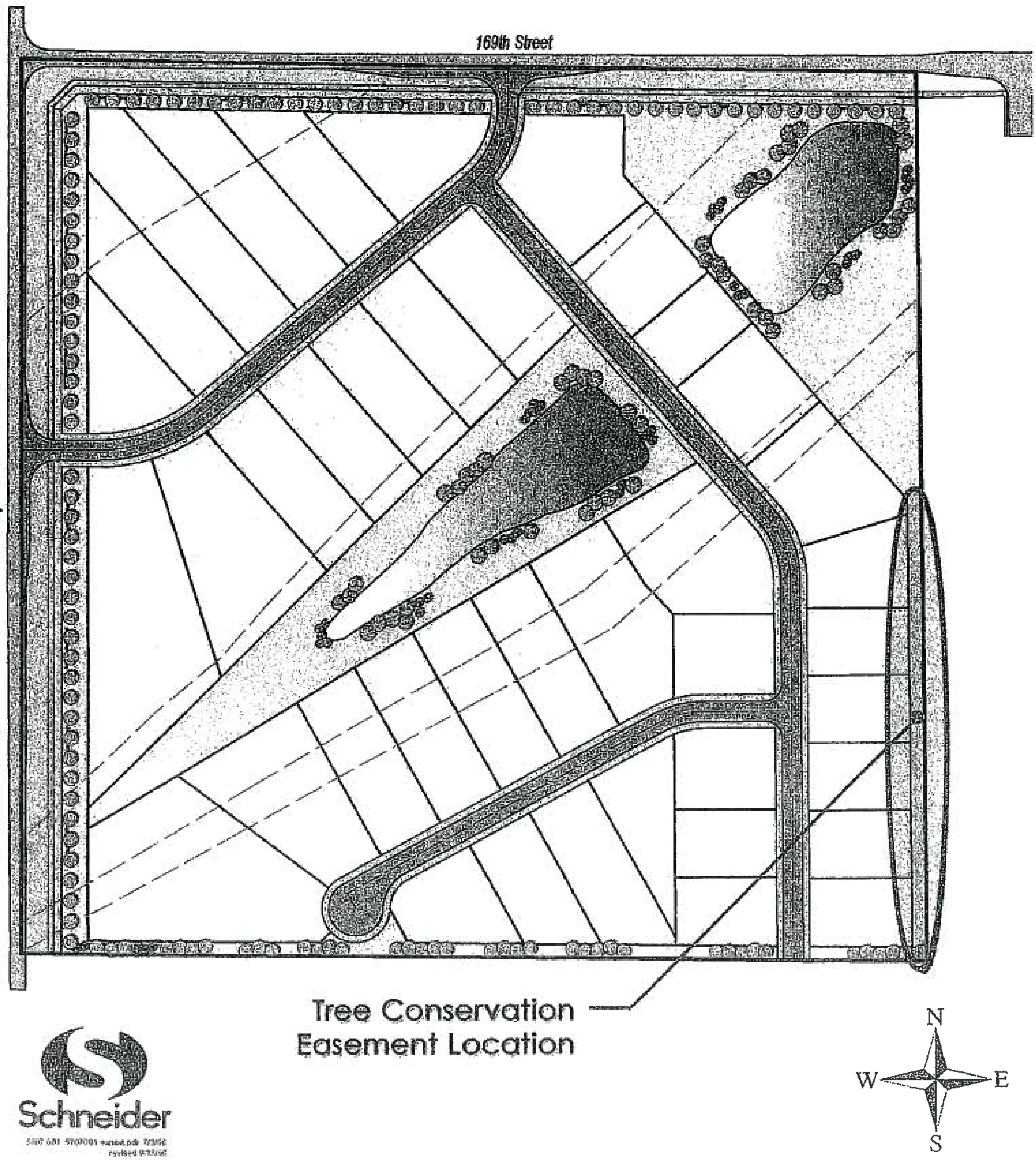
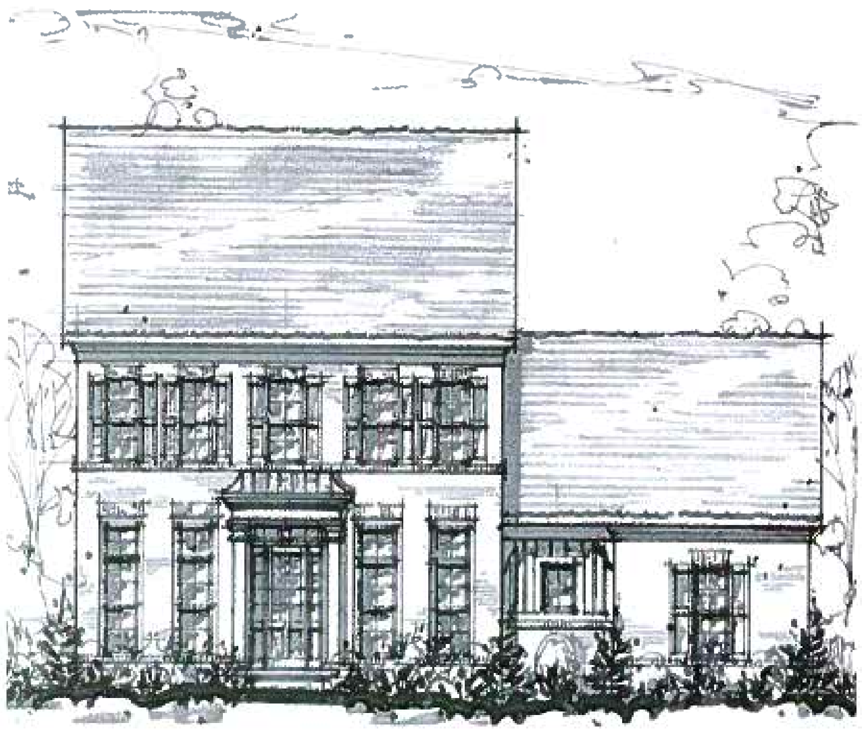
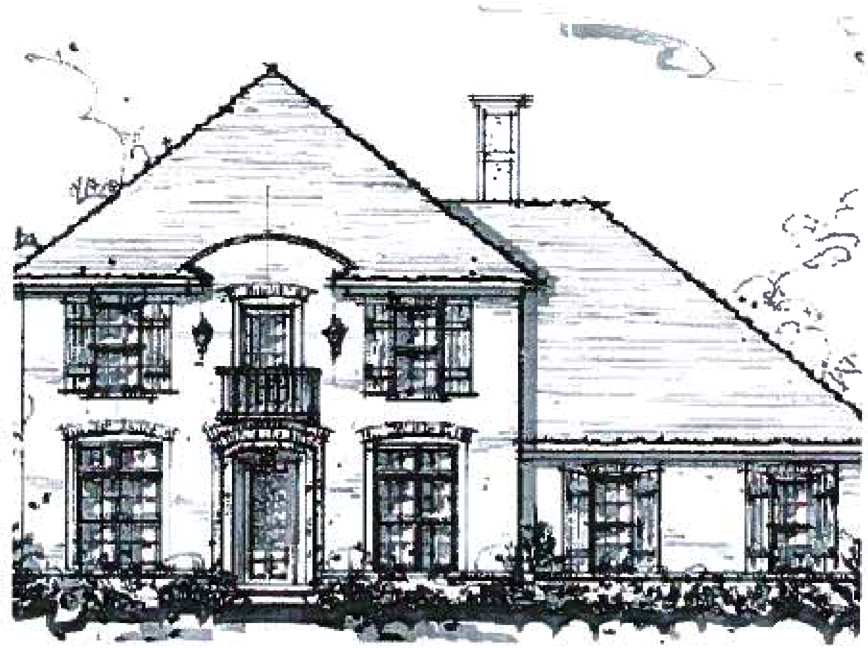


EXHIBIT C

HOME ELEVATIONS

Meridian Collection





4720 Home Plan Design

Estridge

Meridian Collection

C657 Home Plan Design

Estridge

Meridian Collection

3900 Home Plan Design

Estridge

Meridian Collection

4000 Home Plan Design

Estridge

Meridian Collection

4400 Home Plan Design

Meridian Collection

4500 Home Plan Design

Estridge

Meridian Collection

4600 Home Plan Design

Estridge

Meridian Collection

760 Home Plan Design

Estridge

Meridian Collection

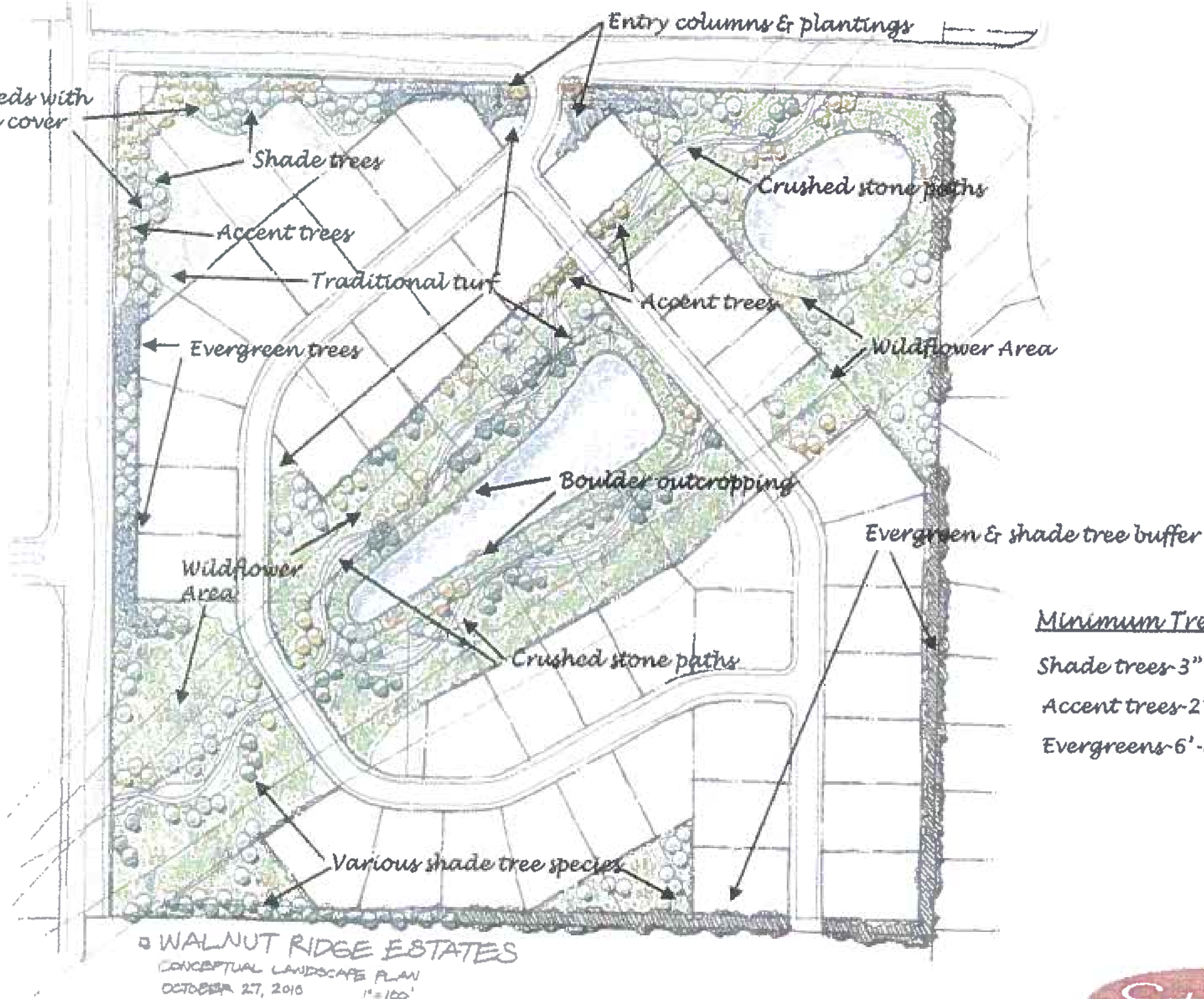
4700 Home Plan Design

Estridge

EXHIBIT D

CONCEPTUAL LANDSCAPE PLAN

New Commitments – Landscape Improvements



Minimum Tree Sizes

Shade trees-3" -3 1/2"

Accent trees-2"-3"

Evergreens-6'-8' tall

Westfield City Council March 25, 2013

The Westfield City Council met Monday March 25, 2013 at the Westfield City Hall. Members present John Dippel, Jim Ake, Bob Horkay, Steve Hoover, Bob Smith, Cindy Spoljaric and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard and Legal Counsel Brian Zaiger from Kreig DeVault.

Mayor Cook called the meeting to order at 7:05 p.m. He informed everyone that because of the snow Westfield Schools moved their presentation to April 8th. A quorum was determined.

Approval of Minutes:

Rob Stokes made a motion to approve the March 11, 2013 minutes. Steve Hoover seconded. Vote: Yes-7; No-0. Motion carries.

Guest:

None

Claims:

Todd Burtron explained that the HNTB claims presented on the Docket were redundant and that the total amount to be paid to HNTB should not exceed $ 582,276.77. This amount would be reimbursed from INDOT.

Bob Horkay made a motion to approve the claims amending the total amount paid to HNTB not to exceed $ 582,276.77. Bob Smith seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentation

None

Old Business:

Ordinance 13-08: Amendment to the Bridgewater PUD – Justus Apartments
Introduction February 11, 2013
APC Public Hearing – March 4, 2013
APC Recommendation – March 18, 2013
Adoption Consideration – March 25, 2013

Matt Skelton presented this item.

Bob Horkay made a motion to approve Ordinance 13-08 as presented. Rob Stokes seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 13-12: Additional Appropriation- General Fund
Introduction – March 11, 2013
Public Hearing – March 25, 2013
Adoption Consideration – April 8, 2013

President Jim Ake opened the Public Hearing at 7:20pm and upon hearing no comments, closed the hearing at 7:21pm. This Ordinance moves on to Adoption Consideration on April 8th.

Ordinance 13-13: Transfer of Funds- General to Rainy Day
Introduction- March 11, 2013
Adoption Consideration- March 25, 2013

Brian Zaiger presented stating it will move funds in the amount of $ 176,000 from one fund to the other as outlined in the ordinance.

John Dippel made the motion to approve Ordinance 13-13 as presented. Bob Smith seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 13-14: Bond Ordinance for SIB- 156th & US 31
Introduction- March 11, 2013
Adoption Consideration- March 25, 2013

Brian Zaiger also presented stating this Bond Ordinance as requested by the State and will allow for the construction of the bridge at 156th St. over US 31.

Steve Hoover made the motion to approve. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

New Business:

Ordinance 03-09: Bond Ordinance- Grand Park
Introduction –March 25, 2013
Public Hearing – April 8, 2013
Adoption Consideration –April 22, 2013

Brian Zaiger presented this item explaining the Ordinance is a Bond Anticipation Note that outlines the $ 25 million COIT Bond Ordinance for infrastructure and improvements at Grand Park. The Ordinance moves on for Public Hearing April 8th.

Ordinance 13-10: Additional Appropriation- Grand Park
Introduction – March 25, 2013
Public Hearing- April 8, 2013
Adoption Consideration – April 22, 2013

Brian Zaiger also presented this item stating this Ordinance will support the spending of the Bond Proceeds for Grand Park. The ordinance moves on for a Public Hearing on April 8th.

CITY COUNCIL COMMENTS:

Jim Ake commended the efforts of the Street Department on the Snow Removal.

MAYOR COMMENTS:

The Mayor also commented on the Snow Removal and introduced our new County Commissioner, Mark Heirbrandt.

Bob Smith made a motion to adjourn. Cindy Spoljaric seconded. Vote: Yes-7; No-0.

With no further business the meeting was adjourned at 7:40 p.m.

____________________________________ ____________________________________
Clerk-Treasurer President

RESOLUTION 13-108

Document Cross Reference Nos. 200600065832, 200600070317, & 2011014610

A RESOLUTION OF THE CITY OF WESTFIELD CONCERNING MODIFICATION TO THE WRITTEN COMMITMENTS ESTABLISHED FOR WALNUT RIDGE ESTATES

WHEREAS, the City of Westfield is governed by its duly elected Mayor and City Council, ("Council") who have the duty and authority to administer the Westfield-Washington Township Zoning Ordinance and all other related zoning matters within Washington Township, Indiana through a Joinder Agreement with the Township;

WHEREAS, the Westfield Town Council, on October 16, 2006, enacted Ordinance 06-50, recorded as Instrument No. 200600065832, which rezoned the real estate described in Exhibit A attached hereto. At the time of the rezoning, certain "Commitments Concerning the Use and Development of Real Estate" were recorded as Instrument No. 200600070317 (the "Original Commitments");

WHEREAS, the Westfield City Council, on March 14, 2011, by Resolution 11-05, approved the "Commitments Concerning the Use and Development of Real Estate" ("2011 Commitments"), recorded as Instrument No. 2011014640. The 2011 Commitments amended, replaced, and restated the Original Commitments;

WHEREAS, Beazer Homes of Indiana LLP, now has filed a petition with the Westfield-Washington Township Advisory Plan Commission (the "Commission") under Docket 0608-REZ-06 to modify the 2011 Commitments (the "Modification");

WHEREAS, the Commission has forwarded the Modification, attached hereto as Exhibit B, under Docket 0608-REZ-06 to the Westfield City Council with a unanimous favorable recommendation, which was certified by the Secretary of the Commission on March 19, 2013; and

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

NOW THEREFORE BE IT RESOLVED BY THE WESTFIELD CITY COUNCIL THAT THE 2011 COMMITMENTS SHALL BE AND HEREBY ARE MODIFIED AS DESCRIBED IN THE MODIFICATION.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ALL OF WHICH IS ORDAINED THIS _____ DAY OF ________________, 2013.

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 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: Steven D. Hardin, Esq.

Prepared by: Steven D. Hardin, Esq., Faegre Baker Daniels, LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240.

I hereby certify RESOLUTION 13-108 was delivered to the Mayor of Westfield on the
___________ day of ____________ , 2013, at ___________ _____ m.

____
Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE RESOLUTION 13-108
this __________ day of __________, 2013.

____
J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 13-108
this ______ day of__________, 2013.

____
J. Andrew Cook, Mayor

<u>Exhibit A</u>

Legal Description

Part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said quarter section; thence North 0 degrees 04 minutes 09 seconds East (assumed basis of bearings) 1329.41 feet to the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East on and along the North line of said half-quarter section 1331.77 feet; thence South 0 degrees 02 minutes 05 seconds West 1321.80 feet to the South line of said half-quarter section; thence north 89 degrees 17 minutes 58 seconds West on and along said south line, 1332.46 feet to the point of beginning.

Except that portion of the above Real Estate deeded to the Town of Westfield and further described as follows:

A part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East, Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East 41.78 feet along the north line of said half-quarter section; thence South 1 degree 01 minutes 43 seconds West 16.50 feet to the south boundary of 169th Street; thence South 45 degrees 32 minutes 56 seconds West 35.06 feet to the east boundary of Carey Road; thence North 89 degrees 55 minutes 51 seconds West 16.50 feet to the west line of the said half-quarter section; thence North 0 degrees 04 minutes 09 seconds East 41.78 feet along said west line to the point of beginning and containing 0.032 acres, more or less, inclusive of the presently existing right-of-way which contains 0.025 acres, more or less, for a net additional taking of 0.007 acres, more or less.

Exhibit B

COMMITMENTS MODIFYING EXISTING COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A ZONE MAP CHANGE.

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-615, the Owner of the real estate located in the City of Westfield, Hamilton County, Indiana, which is described below, makes the following modifications of commitments concerning the use and development of the following described parcel of real estate:

LEGAL DESCRIPTION: See Attached "Exhibit A – Legal Description"

STATEMENT OF MODIFICATION OF COMMITMENTS:

In 2011, Commitments by Walnut Ridge Estates, LLC, were made to the Westfield City Council regarding the use and development of the real estate described above and recorded in Hamilton County, Indiana, as Instrument No. 2011014610 (the "Existing Commitments"). The Existing Commitments shall be modified as follows:

1. "Exhibit B – Home Elevations" attached hereto shall replace the home elevations identified as Exhibit "C" within the Existing Commitments. The attached home elevations are illustrative examples and general representations. Additional elevations for each floor plan will be substantially similar in quality and character.

2. "Exhibit C – Conceptual Landscape Plan" attached hereto shall replace the conceptual landscape plan identified as Exhibit "D" within the Existing Commitments.

In all other respects, the Existing Commitments shall remain in effect and unchanged.

This MODIFICATION OF COMMITMENTS shall run with the land, be binding on the Owner of the above-referenced real estate, subsequent owners of the above-referenced real estate and other persons acquiring an interest therein. This MODIFICATION OF COMMITMENTS may be modified or terminated by a decision of the Westfield City Council following a public hearing held by the Westfield - Washington Township Plan Commission.

The MODIFICATION OF COMMITMENTS contained in this instrument shall be effective upon the Westfield City Council approval of Resolution 13-108.

This MODIFICATION OF COMMITMENTS may be enforced jointly or severally by:

1. The Westfield City Council;

2. Owners of all parcels of ground adjoining the real estate and all owners of real estate within the area included in the petition who were not petitioners for approval.

The undersigned hereby authorizes the City of Westfield, Indiana, to record this MODIFICATION OF COMMITMENTS in the Office of the Recorder of Hamilton County, Indiana, upon final approval of Resolution 13-108 by the Westfield City Council.

IN WITNESS WHEREOF, Owner has executed this instrument this 1st day of April, 2013.

RIVEREDGE PROFESSIONAL CENTER, LLC

By: Paul L. Korel

Printed: PAUL L KOREL

Title: MEMBER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Paul L Kozel, the Member of Riveredge Professional Center, LLC, an Indiana limited liability company, Owner of the real estate described above who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 1st day of April, 2013.

Signature: Christa K Bridges

Printed: CHRISTA K BRIDGES

County of Residence HAMILTON

My Commission expires: 8/26/2014

This instrument was prepared by Steven D. Hardin, Esq., Faegre Baker Daniels LLP, 600 East 96th Street, Suite 600, Indianapolis, IN 46240.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Steven D. Hardin

Exhibit A – Legal Description

Part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said quarter section; thence North 0 degrees 04 minutes 09 seconds East (assumed basis of bearings) 1329.41 feet to the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East on and along the North line of said half-quarter section 1331.77 feet; thence South 0 degrees 02 minutes 05 seconds West 1321.80 feet to the South line of said half-quarter section; thence north 89 degrees 17 minutes 58 seconds West on and along said south line, 1332.46 feet to the point of beginning.

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EXHIBIT B – HOME ELEVATIONS

Stratford ACN

Stratford ACN

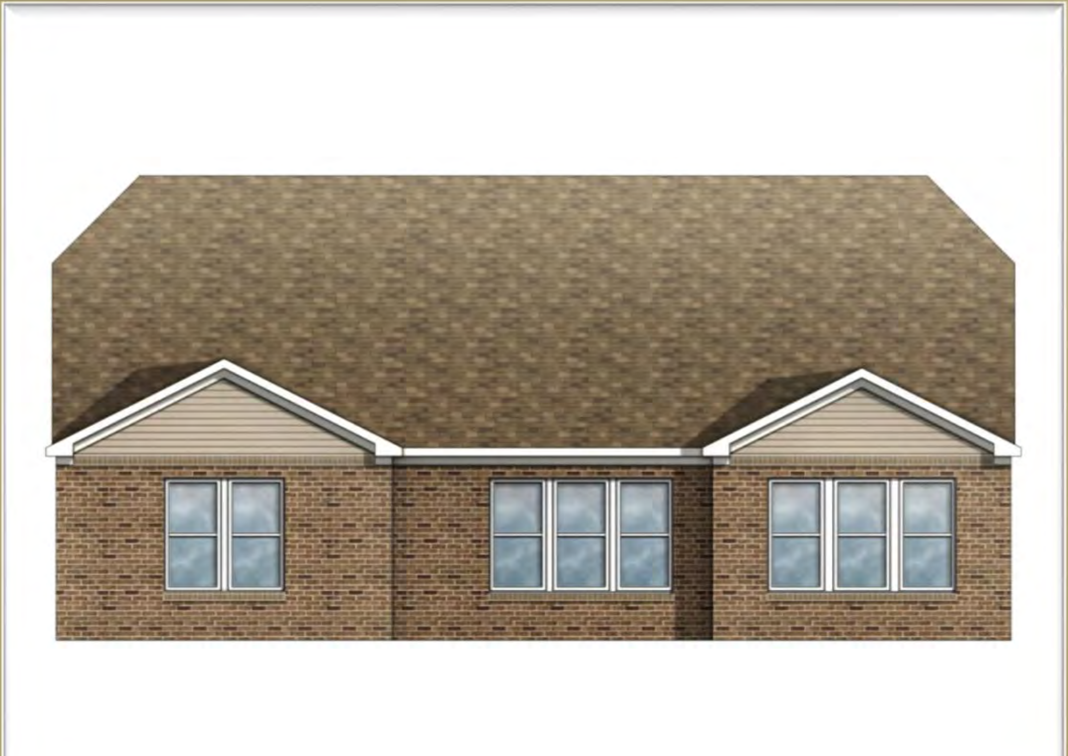
Cambridge FCN

Cambridge FCN

Cambridge ITN

Cambridge ITN

Bradbury SHN



Bradbury SHN

Lancaster ERN

Lancaster ERN

Lancaster ITN

Lancaster ITN

O’Hara TRN Elevation



Wakefield TRN Elevation

Wakefield ACM Elevation



Driftwood ERM Elevation



Beazer
Homes

Vanderbilt TRH Elevation



EXHIBIT C – CONCEPTUAL LANDSCAPE PLAN

TABLE OF LANDSCAPING REQUIREMENTS		
WHOLE SITE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING		
REQUIRED PER DWELLING UNIT		TOTAL REQUIRED
SHADE TREE:	4	160
FLOWERING OR EVERGREEN TREE:	2	80
SHRUBS:	4	160
LOT LANDSCAPING PER COMMITMENTS (COUNTS TOWARD WHOLE SITE TOTAL)		
REQUIRED LANDSCAPING PER LOT		TOTAL REQUIRED
SHADE TREE PER LOT:	2	80
FLOWERING TREE PER LOT:	1	40
CONIFER TREE PER LOT:	1	40
3-4' TALL SHRUB PER LOT:	8	360
18-24" TALL SHRUB PER LOT:	12	480
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING		
1 SHADE TREE/30 LINEAR FEET (COUNTS TOWARD WHOLE SITE TOTAL)		
TOTAL REQUIRED ALONG CAREY RD:	28	
TOTAL REQUIRED ALONG 169TH ST:	28	
TOTAL:	56	
BUFFER YARD LANDSCAPING REQUIREMENT PER WESTFIELD ZONING		
1 EVERGREEN TREE & 5 EVERGREEN SHRUBS/30 LINEAR FEET		
(DOES NOT COUNT TOWARD WHOLE SITE TOTAL)		
TOTAL TREES ALONG SOUTH BORDER:	38	
TOTAL SHRUBS ALONG SOUTH BORDER:	190	

TOTAL REQUIRED PLANTS	
SHADE TREE:	160
FLOWERING TREE:	40
EVERGREEN TREE:	78
TOTAL TREES:	278
EVERGREEN SHRUBS:	190
3-4' TALL SHRUBS:	360
18-24" TALL SHRUBS:	480
TOTAL SHRUBS:	1030

TOTAL PROVIDED PLANTS	
SHADE TREE:	217
FLOWERING TREE:	40
EVERGREEN TREE:	165
TOTAL TREES:	422
EVERGREEN SHRUBS:	223
3-4' TALL SHRUBS:	380
18-24" TALL SHRUBS:	480
TOTAL SHRUBS:	1083

* COUNT OF PROVIDED PLANTS INCLUDES LOT PLANTINGS NOT SHOWN IN PLAN.

LEGEND	SIZE AT INSTALLATION
= EXISTING SHADE TREE	-
= PROPOSED SHADE TREES	8' HIGH & 2" CALIPER
= EXISTING EVERGREEN TREE	-
= PROPOSED EVERGREEN TREE	6' HIGH
= PROPOSED SHRUBS	18" HIGH
= PROPOSED EVERGREEN BUFFER	7' HIGH

WALNUT RIDGE ESTATES

Date: 03-13-2013

WEIHE ENGINEERS
10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611

LOCATION: H:\2012\W120359\Engineering\design\exhibits\Preliminary Landscape exhibit.dwg
DATE/TIME: March 14, 2013 - 7:44am
PLOTTED BY: petersong

BSIGN.FRX
04/03/2013 14:16:11

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.

March 8, 2013

____
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

Apr 2013

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of ___________ 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 8th day of March 2013.

______________	______________	______________
______________	______________	______________
______________	______________	______________

Signatures of Governing Board

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 101	**Fund Name: General**								
Administration Department									
13144	Payroll	APP012586	3/20/2013	101001111	ADM- SALARY	sal	32,836.45	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101001120	ADM- FICA & MEDICARE	fica	1,930.98	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101001120	ADM- FICA & MEDICARE	med	451.58	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101001121	ADM- P.E.R.F	perf	3,940.37	031313EFT	3/20/2013
12516	Westfield VFW Post 10207	APP012610	3/21/2013	101001343	ADM-BUILDING	4x6 Indiana State Flag	58.00	51032	3/26/2013
10464	Duke Energy	APP012616	3/21/2013	101001341	ADM-ELECTRICITY	120 Camilla Ct./Unit 1	27.60	50974	3/26/2013
13544	UN Communications	APP012663	3/26/2013	101001347	ADM-PROMOTIONS	city newsletter/ postage	2,100.51	51028	3/26/2013
VEN000551	Humane Society for Hamilton County	APP012668	3/25/2013	101001349	ADM-SERVICES	march stray contract	3,656.69	032613ACH	3/26/2013
11926	Citizens Gas	APP012670	3/20/2013	101001341	ADM-ELECTRICITY	Gas bill for Feb	1,851.22	51035	3/26/2013
12484	Frontier	APP012699	3/27/2013	101001343	ADM-BUILDING	City Hall building alarm	44.73	51040	3/28/2013
13144	Payroll	APP012704	3/27/2013	101001111	ADM- SALARY	SAL	32,340.97	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101001120	ADM- FICA & MEDICARE	FICA	1,901.51	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101001120	ADM- FICA & MEDICARE	MED	444.70	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101001121	ADM- P.E.R.F	PERF	3,880.92	032713EFT6	3/27/2013
13637	Westfield Chamber Of Commerce	APP012706	3/27/2013	101001347	ADM-PROMOTIONS	Chamber luncheon	45.00		
VEN000117	CSI Signs	APP012709	3/27/2013	101001349	ADM-SERVICES	Etched Glass vinyl for seven	601.60		
VEN000637	Bose Public Affairs Group LLC	APP012712	3/27/2013	101001331	ADM- CONSULTING	Services for Feb Strategic Co	3,500.00		
11952	AAA Exterminating	APP012713	3/27/2013	101001343	ADM-BUILDING	Quarterly pest control at City	75.00		
13522	Tractor Supply Company	APP012715	3/28/2013	101001343	ADM-BUILDING	Tractor Supply stmt	29.40		
VEN000008	Prudential Life	APP012752	4/2/2013	101001119	ADM- HEALTH & DENTAL	April 2013 Life and AD&D Ins.	24.66		
13713	DavisVision	APP012755	4/2/2013	101001119	ADM- HEALTH & DENTAL	April 2013 Vision Ins Prem	95.54		
10464	Duke Energy	APP012773	4/3/2013	101001341	ADM-ELECTRICITY	202 Penn/Clinic House	130.52		
10464	Duke Energy	APP012773	4/3/2013	101001341	ADM-ELECTRICITY	211 Union/DWNA	36.83		
11926	Citizens Gas	APP012785	4/3/2013	101001328	ADM-HEAT/GAS	211 Union/DWNA	133.62		
11926	Citizens Gas	APP012785	4/3/2013	101001328	ADM-HEAT/GAS	141 Union/Women's Ministrie	204.43		
11926	Citizens Gas	APP012785	4/3/2013	101001328	ADM-HEAT/GAS	202 Penn/Clinic House	122.59		
Subtotal for Administration Department							**90,465.42**		
Police Department									
13144	Payroll	APP012586	3/20/2013	101002112	POLICE- SALARY	sal	113,130.81	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101002120	POLICE-FICA & MEDICARE	fica	6,821.10	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101002120	POLICE-FICA & MEDICARE	med	1,595.30	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101002121	POLICE-P.E.R.F.	perf	16,046.90	031313EFT	3/20/2013

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 101	**Fund Name: General**								
Police Department									
13451	T and T Sales promotions	APP012591	3/20/2013	101002347	POLICE-PROMOTIONS	Mood cups	445.22	51019	3/26/2013
12201	CDW Government Inc	APP012592	3/20/2013	101002343	POLICE-BDLG. MAINT	Cable	8.59	50968	3/26/2013
13451	T and T Sales promotions	APP012593	3/20/2013	101002347	POLICE-PROMOTIONS	Promotional Bags	273.00	51019	3/26/2013
13730	Public Safety Center	APP012594	3/20/2013	101002472	POLICE-EQUIP	Batteries - Gun lights	802.30	51009	3/26/2013
11583	Speedway Superamerica	APP012595	3/20/2013	101002226	POLICE-VEHICLE GAS/SUP	Fuel	160.02	51014	3/26/2013
13166	Pitney Bowes	APP012596	3/20/2013	101002333	POLICE-POSTAGE	Meter statement	107.00	51007	3/26/2013
12784	Jackson Oil and Solvents	APP012620	3/21/2013	101002226	POLICE-VEHICLE GAS/SUP	Unleaded fuel	13,145.14	50993	3/26/2013
13660	Westfield-Washington Schools	APP012649	3/22/2013	101002360	POLICE-VEHICLE REPAIR	Fleet maint for Feb	260.63	51033	3/26/2013
12325	Denise Gilreath	APP012651	3/22/2013	101002337	POLICE- PRINTING	Reimbursement for Prints	34.24	51036	3/26/2013
VEN000681	Eric Grimes	APP012652	3/22/2013	101002334	POLICE-TRAINING/SEMINA	Reimbursement for Food-Trai	363.91	50977	3/26/2013
13451	T and T Sales promotions	APP012653	3/21/2013	101002347	POLICE-PROMOTIONS	Promotional Tape Measures	232.62	51019	3/26/2013
10599	Galls	APP012654	3/22/2013	101002229	POLICE- UNIFORMS	Belt-Pants- Larrison-Griffin	90.38	50979	3/26/2013
13566	US Uniform and Supply	APP012655	3/22/2013	101002229	POLICE- UNIFORMS	Pants-Shirt-Ford	139.90	51029	3/26/2013
13230	Ray O'herron Co. Inc.	APP012657	3/22/2013	101002360	POLICE-VEHICLE REPAIR	LED Upgrade kit-stinger	66.62	51010	3/26/2013
13451	T and T Sales promotions	APP012658	3/22/2013	101002347	POLICE-PROMOTIONS	Promotional Pencils	186.30	51019	3/26/2013
11149	Menards	APP012659	3/22/2013	101002224	POLICE-OPERATING SUPPL	Microwave-Batteries	137.33	51000	3/26/2013
11213	Napa Auto Parts	APP012660	3/22/2013	101002360	POLICE-VEHICLE REPAIR	Booster Cables	122.48	51003	3/26/2013
VEN000526	CALEA	APP012661	3/22/2013	101002350	POLICE-SUBSCRIPTIONS/D	Cace-L Update Service fee	130.00	50967	3/26/2013
12054	Atlanta Conservation Club	APP012662	3/22/2013	101002334	POLICE-TRAINING/SEMINA	2013 Membership	2,500.00	50958	3/26/2013
11926	Citizens Gas	APP012670	3/20/2013	101002341	POLICE-ELECTRICITY	Gas bill for Feb	1,763.26	51035	3/26/2013
12676	Indiana Chamber Of Commerce	APP012672	3/22/2013	101002224	POLICE-OPERATING SUPPL	Employment poster set	47.48	51037	3/27/2013
12175	C.A.R. Clinic	APP012696	3/28/2013	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	629.83		
12484	Frontier	APP012699	3/27/2013	101002335	POLICE-TELEPHONE	Postage machine and backup	61.99	51040	3/28/2013
13144	Payroll	APP012704	3/27/2013	101002112	POLICE- SALARY	SAL	118,875.76	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101002120	POLICE-FICA & MEDICARE	FICA	7,177.29	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101002120	POLICE-FICA & MEDICARE	MED	1,678.51	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101002121	POLICE-P.E.R.F.	PERF	16,421.29	032713EFT6	3/27/2013
13637	Westfield Chamber Of Commerce	APP012706	3/27/2013	101002347	POLICE-PROMOTIONS	Chamber luncheon	15.00		
12201	CDW Government Inc	APP012717	3/26/2013	101002343	POLICE-BDLG. MAINT	Epson Connect Wireless Key	94.03		
VEN000008	Prudential Life	APP012752	4/2/2013	101002119	POLICE-HEALTH & DENTAL	April 2013 Life and AD&D Ins.	122.34		
13713	DavisVision	APP012755	4/2/2013	101002119	POLICE-HEALTH & DENTAL	April 2013 Vision Ins Prem	402.24		
10344	Comcast Cable	APP012786	3/28/2013	101002349	POLICE-SERVICES	Monthly statement	48.98		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 101	**Fund Name: General**								
Police Department									
12221	Chemsearch	APP012787	3/29/2013	101002360	POLICE-VEHICLE REPAIR	Balance of Invoice-Shipping	15.34		
12654	IN Assoc Of Chiefs Of Police Foundation	APP012788	4/1/2013	101002334	POLICE-TRAINING/SEMINA	Pela Training-Somerville	1,500.00		
10599	Galls	APP012789	4/1/2013	101002229	POLICE- UNIFORMS	Pants-Belt-Larrison	90.38		
12829	Josh Harrell	APP012790	4/1/2013	101002229	POLICE- UNIFORMS	Reimbursement for 2 pairs du	198.16		
11910	Indiana Paging Network	APP012791	4/1/2013	101002332	POLICE-CELL/PAGERS	Monthly Statement	79.73		
Subtotal for Police Department							**306,021.40**		
Economic and Community Development Dept									
13144	Payroll	APP012586	3/20/2013	101003113	COMM. DEV- SALARY	sal	24,919.77	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101003120	COMM. DEV-FICA & MEDICA	fica	1,500.86	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101003120	COMM. DEV-FICA & MEDICA	med	351.00	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101003121	COMM DEV- P.E.R.F	perf	2,990.37	031313EFT	3/20/2013
12784	Jackson Oil and Solvents	APP012620	3/21/2013	101003226	COMM. DEV-VEHICLE GAS/	Unleaded fuel	43.85	50993	3/26/2013
11677	The Times	APP012626	3/22/2013	101003338	COMM.DEV-LEGAL	Notice Advisory Plan Commis	24.27	51022	3/26/2013
11677	The Times	APP012626	3/22/2013	101003338	COMM.DEV-LEGAL	Notice Advisory Plan Commis	20.36	51022	3/26/2013
13144	Payroll	APP012704	3/27/2013	101003113	COMM. DEV- SALARY	SAL	28,119.78	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101003120	COMM. DEV-FICA & MEDICA	FICA	1,699.26	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101003120	COMM. DEV-FICA & MEDICA	MED	397.42	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	101003121	COMM DEV- P.E.R.F	PERF	2,990.37	032713EFT6	3/27/2013
VEN000943	Anthony Davis	APP012745	3/20/2013	101003349	COMM.DEV-SERVICES	BZA filing reimbursement	550.00		
11677	The Times	APP012748	3/29/2013	101003338	COMM.DEV-LEGAL	Meeting Notice 3/22/13	17.23		
VEN000008	Prudential Life	APP012752	4/2/2013	101003119	COMM. DEV- HEALTH & DE	April 2013 Life and AD&D Ins.	21.92		
13713	DavisVision	APP012755	4/2/2013	101003119	COMM. DEV- HEALTH & DE	April 2013 Vision Ins Prem	69.68		
Subtotal for Economic and Community Development Dept							**63,716.14**		
Building Department									
12784	Jackson Oil and Solvents	APP012620	3/21/2013	101004226	BLDG-VEHICLE GAS	Unleaded fuel	219.79	50993	3/26/2013
VEN000008	Prudential Life	APP012752	4/2/2013	101004119	BLDG-HEALTH & DENTAL	April 2013 Life and AD&D Ins.	8.22		
13713	DavisVision	APP012755	4/2/2013	101004119	BLDG-HEALTH & DENTAL	April 2013 Vision Ins Prem	29.56		
Subtotal for Building Department							**257.57**		
Parks Department									
13144	Payroll	APP012586	3/20/2013	101005100	PARKS-SALARY	sal	10,129.28	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	101005120	PARKS-FICA & MEDICARE	fica	616.13	031313EFT	3/20/2013

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	Fund Name									
101	General									
	Parks Department									
	13144	Payroll	APP012586	3/20/2013	101005120	PARKS-FICA & MEDICARE	med	144.11	031313EFT	3/20/2013
	13144	Payroll	APP012586	3/20/2013	101005121	PARKS-P.E.R.F	perf	1,215.51	031313EFT	3/20/2013
	VEN000940	Blonde Entertainment	APP012613	3/21/2013	101005347	PARKS-PROMOTION	Deposit for opening act for W	500.00	50963	3/26/2013
	10464	Duke Energy	APP012617	3/21/2013	101005341	PARKS-ELECTRIC	17415 Oak Ridge Rd	13.43	50974	3/26/2013
	12784	Jackson Oil and Solvents	APP012620	3/21/2013	101005226	PARKS-VEHICLE GAS	Unleaded fuel	616.76	50993	3/26/2013
	13544	UN Communications	APP012667	3/26/2013	101005337	PARKS-PRINTING	Postage for Summer 2013 Gr	2,560.51	51028	3/26/2013
	VEN000919	Cherry Street Plaza LLC	APP012673	3/26/2013	101005349	PARKS-SERVICES	April 1 rent due	1,582.77	032713EFT4	3/27/2013
	VEN000611	Ace-Pak Products	APP012688	3/27/2013	101005224	PARKS-OPERATING SUPPLI	Soap Dispensers for Quaker	91.98		
	13104	Office 360	APP012692	3/28/2013	101005223	PARKS-OFFICE SUPPLIES	8.5"x11" Wall Sign Holders	43.23		
	13104	Office 360	APP012692	3/28/2013	101005223	PARKS-OFFICE SUPPLIES	File Jackets 25 Pack	14.31		
	13104	Office 360	APP012692	3/28/2013	101005223	PARKS-OFFICE SUPPLIES	Laminating Pouch 50 Pack	12.63		
	13144	Payroll	APP012704	3/27/2013	101005100	PARKS-SALARY	SAL	10,918.41	032713EFT6	3/27/2013
	13144	Payroll	APP012704	3/27/2013	101005120	PARKS-FICA & MEDICARE	FICA	665.05	032713EFT6	3/27/2013
	13144	Payroll	APP012704	3/27/2013	101005120	PARKS-FICA & MEDICARE	MED	155.53	032713EFT6	3/27/2013
	13144	Payroll	APP012704	3/27/2013	101005121	PARKS-P.E.R.F	PERF	1,127.64	032713EFT6	3/27/2013
	11177	Midwest Toxicology Servic	APP012711	3/27/2013	101005349	PARKS-SERVICES	Drug testing	50.00		
	12651	Imagery, LLC	APP012743	4/2/2013	101005347	PARKS-PROMOTION	WR4 Volunteer Buttons	350.00		
	12651	Imagery, LLC	APP012743	4/2/2013	101005347	PARKS-PROMOTION	Set Up for WR4 Buttons	35.00		
	12651	Imagery, LLC	APP012743	4/2/2013	101005347	PARKS-PROMOTION	Shipping for WR4 Buttons	25.59		
	VEN000008	Prudential Life	APP012752	4/2/2013	101005119	PARKS-HEALTH & DENTAL	April 2013 Life and AD&D Ins.	13.70		
	13713	DavisVision	APP012755	4/2/2013	101005119	PARKS-HEALTH & DENTAL	April 2013 Vision Ins Prem	34.84		
	10464	Duke Energy	APP012775	4/3/2013	101005341	PARKS-ELECTRIC	Midland Bridge 2690 171st	16.66		
	12852	Kenney Outdoor Solutions	APP012778	4/2/2013	101005345	PARKS-EQUIP REPAIR	Key Switch and fuel filter	38.07		
	Subtotal for Parks Department							**30,971.14**		
	Informatics Department									
	12784	Jackson Oil and Solvents	APP012620	3/21/2013	101007226	IT-VEHICLE GAS	Unleaded fuel	75.90	50993	3/26/2013
	13580	Van Ausdall and Farrar	APP012686	3/27/2013	101007337	IT-PRINTING		7,635.00		
	10635	Govconnection	APP012742	4/2/2013	101007451	IT-COMPUTER/EQUIP		2,544.00		
	VEN000938	Wagner Equipment Co	APP012746	3/21/2013	101007389	IT- SOFTWARE LICENSING	1 year contract	4,014.00		
	12597	HHPA	APP012747	3/27/2013	101007349	IT-SERVICES	Service for March	961.25		
	VEN000008	Prudential Life	APP012752	4/2/2013	101007119	IT-HEALTH & DENTAL	April 2013 Life and AD&D Ins.	16.44		
	13713	DavisVision	APP012755	4/2/2013	101007119	IT-HEALTH & DENTAL	April 2013 Vision Ins Prem	65.98		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 101	**Fund Name: General**								
Informatics Department									
VEN000748	U.S. Bank Equipment Finance	APP012776	4/2/2013	101007337	IT-PRINTING	Rental for March	1,315.74		
Subtotal for Informatics Department							**16,628.31**		
Clerk Treasurer's Office									
10317	Cindy Gossard	APP012603	3/20/2013	101008334	CT-TRAVEL/TRAINING/SEMI	reimburse/ training	37.78	50788	3/20/2013
11677	The Times	APP012609	3/21/2013	101008338	CT-LEGAL NOTICES	Notice of Additional Appropria	14.88	51022	3/26/2013
12104	Bev Rawlings	APP012625	3/21/2013	101008334	CT-TRAVEL/TRAINING/SEMI	reimburse/ miles	34.41	50954	3/21/2013
12104	Bev Rawlings	APP012625	3/21/2013	101008349	CT- SERVICES	reimburse/ recorder	88.00	50954	3/21/2013
12077	Ball State University	APP012671	3/27/2013	101008334	CT-TRAVEL/TRAINING/SEMI	CPM / training	1,595.00	51034	3/27/2013
12676	Indiana Chamber Of Commerce	APP012672	3/22/2013	101008224	CT - OPERATING SUPPLES	Employment poster set	47.49	51037	3/27/2013
13144	Payroll	APP012681	3/27/2013	101008331	CT - CONSULTING	Processing charges for period	2,699.57	032713EFT5	3/27/2013
13637	Westfield Chamber Of Commerce	APP012706	3/27/2013	101008347	CT - PROMOTIONS	Chamber luncheon	75.00		
11677	The Times	APP012710	3/27/2013	101008338	CT-LEGAL NOTICES	Notice of Add'l Appro	23.49		
VEN000008	Prudential Life	APP012752	4/2/2013	101008119	CT- HEALTH & DENTAL	April 2013 Life and AD&D Ins.	13.70		
13713	DavisVision	APP012755	4/2/2013	101008119	CT- HEALTH & DENTAL	April 2013 Vision Ins Prem	59.12		
13144	Payroll	APP012756	4/2/2013	101008331	CT - CONSULTING	Processing charges for period	787.62		
Subtotal for Clerk Treasurer's Office							**5,476.06**		
Mayor's Office									
12234	Cindy Olson	APP012615	3/21/2013	101009347	MAYOR- PROMOTIONS	GEM award gift card	28.95	50969	3/26/2013
VEN000161	Michael Andrew Tent	APP012674	3/26/2013	101009347	MAYOR- PROMOTIONS	2013 Softball team registratio	550.00	51038	3/27/2013
13637	Westfield Chamber Of Commerce	APP012706	3/27/2013	101009347	MAYOR- PROMOTIONS	Chamber luncheon	15.00		
VEN000008	Prudential Life	APP012752	4/2/2013	101009119	MAYOR- HEALTH & DENTAL	April 2013 Life and AD&D Ins.	2.74		
13713	DavisVision	APP012755	4/2/2013	101009119	MAYOR- HEALTH & DENTAL	April 2013 Vision Ins Prem	12.14		
Subtotal for Mayor's Office							**608.83**		
City Council									
12234	Cindy Olson	APP012615	3/21/2013	101010347	CITY COUNCIL- PROMOTIO	Pre council meeting	10.85	50969	3/26/2013
13637	Westfield Chamber Of Commerce	APP012706	3/27/2013	101010347	CITY COUNCIL- PROMOTIO	Chamber luncheon	30.00		
Subtotal for City Council							**40.85**		
Subtotal for Fund 101 General							**514,185.72**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 201	**Fund Name MVH**								
Public Works Department									
13144	Payroll	APP012586	3/20/2013	201001115	MVH- SALARY	sal	7,055.67	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	201001120	MVH- FICA & MEDICARE	fica	437.45	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	201001120	MVH- FICA & MEDICARE	med	102.32	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	201001121	MVH- P.E.R.F	perf	846.68	031313EFT	3/20/2013
12784	Jackson Oil and Solvents	APP012620	3/21/2013	201001226	MVH- VEHICLE GAS/ SUPPL	Unleaded fuel	10,371.51	50993	3/26/2013
10891	Irving Materials	APP012648	3/22/2013	201001231	MVH- GRAVEL, SAND	Shop	2,085.98	50991	3/26/2013
13144	Payroll	APP012704	3/27/2013	201001115	MVH- SALARY	SAL	6,948.74	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	201001120	MVH- FICA & MEDICARE	FICA	430.82	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	201001120	MVH- FICA & MEDICARE	MED	100.74	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	201001121	MVH- P.E.R.F	PERF	833.85	032713EFT6	3/27/2013
13522	Tractor Supply Company	APP012715	3/28/2013	201001226	MVH- VEHICLE GAS/ SUPPL	Tractor Supply stmt	19.96		
Subtotal for Public Works Department							**29,233.72**		
Subtotal for Fund 201 MVH							**29,233.72**		
Fund No. 202	**Fund Name LR &S**								
Public Works Department									
11149	Menards	APP012624	3/21/2013	202001472	LR & S- EQUIPMENT	Menards stmt/pot holes and	294.52	51000	3/26/2013
11149	Menards	APP012624	3/21/2013	202001472	LR & S- EQUIPMENT	Menards stmt/signs	19.70	51000	3/26/2013
11976	Aim Right Inc	APP012687	3/27/2013	202001472	LR & S- EQUIPMENT	Class 3 Safety Vest	18.50		
12786	Jamar Technologies	APP012724	4/1/2013	202001472	LR & S- EQUIPMENT	Traffic counters with locks, ch	4,449.00		
12155	Bureau Of Motor Vehicles	APP012725	3/28/2013	202001472	LR & S- EQUIPMENT	Title for trailer	21.00	51042	3/29/2013
VEN000936	Dan Wease Construction	APP012726	4/1/2013	202001472	LR & S- EQUIPMENT	Repair mailbox brick structure	758.00		
VEN000310	Palmer Power and Truck Equipment	APP012731	4/1/2013	202001472	LR & S- EQUIPMENT	Sterling repair	816.96		
13256	Reynold's Farm Equipment	APP012732	4/1/2013	202001472	LR & S- EQUIPMENT	Pole saw part	8.15		
13119	Paddacks Wrecker Service	APP012733	4/1/2013	202001472	LR & S- EQUIPMENT	Plow truck	350.00		
11601	Stello Products Inc	APP012734	4/1/2013	202001472	LR & S- EQUIPMENT	Signs	172.89		
11379	Quality Truck and Trailer	APP012735	4/1/2013	202001472	LR & S- EQUIPMENT	Repairts to Sterling, Vaccon a	1,929.93		
Subtotal for Public Works Department							**8,838.65**		
Subtotal for Fund 202 LR &S							**8,838.65**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 203	**Fund Name: Fire Operating Fund**								
Administration Department									
VEN000954	Capital One Commercial	APP012781	4/2/2013	203001334	FIRE- TRAVEL/TRAINING/SE		151.84		
Subtotal for Administration Department							**151.84**		
Fire Department									
13144	Payroll	APP012586	3/20/2013	203001114	FIRE -SALARY	sal	163,590.85	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	203001120	FIRE- FICA & MEDICARE	fica	9,728.70	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	203001120	FIRE- FICA & MEDICARE	med	2,275.24	031313EFT	3/20/2013
13144	Payroll	APP012586	3/20/2013	203001121	FIRE- P.E.R.F	perf	31,474.39	031313EFT	3/20/2013
13583	Vectren	APP012618	3/21/2013	203001328	FIRE-GAS/ HEAT	Sta 82	421.60	51031	3/26/2013
12784	Jackson Oil and Solvents	APP012620	3/21/2013	203001226	FIRE- VEHICLE GAS/ SUPPL	Unleaded fuel	1,690.09	50993	3/26/2013
11677	The Times	APP012622	3/21/2013	203001337	FIRE- PRINTING	Meeting notice Merit Commis	12.53	51022	3/26/2013
11595	Staples Contract and Commercial	APP012628	3/22/2013	203001223	FIRE- OFFICE SUPPLIES	Binder, hiliter, sharpies & fold	64.25	51015	3/26/2013
11615	Stoops Freightliner	APP012629	3/22/2013	203001360	FIRE- VEHICLE MAINT	Fuel filter & swivel bracket	238.91	51018	3/26/2013
12436	FDIC	APP012632	3/22/2013	203001334	FIRE- TRAVEL/TRAINING/SE	2013 FDIC classes	6,285.00	50978	3/26/2013
10498	Embroidery Plus	APP012633	3/22/2013	203001229	FIRE- UNIFORMS	Black fleeces	174.00	50975	3/26/2013
11615	Stoops Freightliner	APP012634	3/22/2013	203001360	FIRE- VEHICLE MAINT	Air springs	235.88	51018	3/26/2013
12077	Ball State University	APP012635	3/22/2013	203001334	FIRE- TRAVEL/TRAINING/SE	Public Manager Program-Lem	1,595.00	50959	3/26/2013
10842	Indiana University Health	APP012636	3/22/2013	203001334	FIRE- TRAVEL/TRAINING/SE	AMLS Course-Pam Taylor	100.00	50990	3/26/2013
11082	Love At First Sight	APP012637	3/22/2013	203001347	FIRE- PROMOTIONS	D Anderson, G Southerland F	120.00	50999	3/26/2013
13707	Alert-all	APP012638	3/22/2013	203001244	FIRE- PREVENTION/ PUBLI	whistles, pencils, activity book	1,462.00	50956	3/26/2013
11595	Staples Contract and Commercial	APP012639	3/22/2013	203001223	FIRE- OFFICE SUPPLIES	Tab dividers, paper, markers,	56.50	51015	3/26/2013
12107	BGI FITNESS	APP012640	3/22/2013	203001472	FIRE- EQUIP	Treadmill repair	134.99	50961	3/26/2013
11680	The Uniform House, Inc	APP012641	3/22/2013	203001229	FIRE- UNIFORMS	Lemons & Green's new Chief	586.58	51023	3/26/2013
11910	Indiana Paging Network	APP012643	3/22/2013	203001332	FIRE- CELLULAR/PAGERS	pagers	14.02	50988	3/26/2013
10820	Indiana Newspapers	APP012644	3/22/2013	203001350	FIRE-SUBSCRIPTIONS/DUE	Daily paper	24.50	50987	3/26/2013
13399	Spectrum Janitorial	APP012645	3/22/2013	203001343	FIRE- BLDG.MAINT	Touchless paper towel rolls	577.81	51013	3/26/2013
13199	Promotional Resources Unlimite	APP012646	3/22/2013	203001244	FIRE- PREVENTION/ PUBLI	Water bottles & flyers	1,004.92	51008	3/26/2013
12405	Enviro-max Inc	APP012664	3/22/2013	203001343	FIRE- BLDG.MAINT	St 82 Prev. main't	528.00	50976	3/26/2013
12871	Koorsen Fire and Security	APP012665	3/25/2013	203001343	FIRE- BLDG.MAINT	Febr. Air Compressor Main't	90.95	50996	3/26/2013
11926	Citizens Gas	APP012670	3/20/2013	203001341	FIRE- ELECTRIC	Gas bill for Feb	1,763.27	51035	3/26/2013
12676	Indiana Chamber Of Commerce	APP012672	3/22/2013	203001224	FIRE- OPERATING SUPPLIE	Employment poster set	182.49	51037	3/27/2013
12448	Witmer Public Safety Group	APP012695	3/28/2013	203001229	FIRE- UNIFORMS	9 badges, Helmet and helmet	213.00		
VEN000515	Citizens Water	APP012698	3/21/2013	203001342	FIRE- WATER/ SEWER	Training Facility	12.48	51041	3/28/2013

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. Fund Name									
203 Fire Operating Fund									
Fire Department									
12484	Frontier	APP012699	3/27/2013	203001343	FIRE- BLDG.MAINT	Postage machine and backup	62.00	51040	3/28/2013
12199	Cave and Company Printing	APP012700	3/28/2013	203001337	FIRE- PRINTING	Business cards for Green, Le	118.60		
13144	Payroll	APP012704	3/27/2013	203001114	FIRE -SALARY	SAL	168,395.83	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	203001120	FIRE- FICA & MEDICARE	FICA	10,026.61	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	203001120	FIRE- FICA & MEDICARE	MED	2,344.91	032713EFT6	3/27/2013
13144	Payroll	APP012704	3/27/2013	203001121	FIRE- P.E.R.F	PERF	31,551.27	032713EFT6	3/27/2013
13163	Pickett's Place	APP012736	4/2/2013	203001243	FIRE-SPECIAL RESCUE/ DIV	Alum pucks for TAC. Trailer	135.00	51045	4/2/2013
11615	Stoops Freightliner	APP012737	3/28/2013	203001360	FIRE- VEHICLE MAINT	PLBPS kit, A81 AD-IP	149.08		
11615	Stoops Freightliner	APP012738	3/28/2013	203001360	FIRE- VEHICLE MAINT	E81 seals	435.50		
VEN000942	ARS Rescue Rooter	APP012739	3/28/2013	203001343	FIRE- BLDG.MAINT	water issue/Valve	247.00		
11945	A Affordable Appliance Repair	APP012740	3/28/2013	203001343	FIRE- BLDG.MAINT	Refrigerator leak	180.00		
13022	Mike Sherley	APP012741	3/28/2013	203001243	FIRE-SPECIAL RESCUE/ DIV	Material for TAC. Trailer	146.00		
VEN000008	Prudential Life	APP012752	4/2/2013	203001119	FIRE-HEALTH & DENTAL	April 2013 Life and AD&D Ins.	194.54		
13713	DavisVision	APP012755	4/2/2013	203001119	FIRE-HEALTH & DENTAL	April 2013 Vision Ins Prem	740.04		
13022	Mike Sherley	APP012757	4/2/2013	203001360	FIRE- VEHICLE MAINT	dip sticks	10.00		
10344	Comcast Cable	APP012760	3/21/2013	203001350	FIRE-SUBSCRIPTIONS/DUE	Monthly cable	82.44		
11615	Stoops Freightliner	APP012761	3/27/2013	203001360	FIRE- VEHICLE MAINT	nuts, link. brkt, & conn.	206.26		
VEN000201	Joe Walker	APP012762	4/2/2013	203001334	FIRE- TRAVEL/TRAINING/SE	reimb Hotel stay	85.47		
11680	The Uniform House, Inc	APP012766	3/20/2013	203001229	FIRE- UNIFORMS	R Gaylor belt & Shoes	203.57		
13326	Schwartz/Indy	APP012768	3/21/2013	203001360	FIRE- VEHICLE MAINT	T80 lug nuts	27.00		
10842	Indiana University Health	APP012769	4/2/2013	203001334	FIRE- TRAVEL/TRAINING/SE	AMLS Class for B Shade	100.00		
13236	Recognition Services, Inc	APP012770	3/20/2013	203001229	FIRE- UNIFORMS	patches	380.00		
13652	Westfield Public Works	APP012782	4/2/2013	203001342	FIRE- WATER/ SEWER	Sta 83 Fire Fill	98.50		
13652	Westfield Public Works	APP012782	4/2/2013	203001342	FIRE- WATER/ SEWER	Sta 83 Domestic	292.53		
13652	Westfield Public Works	APP012782	4/2/2013	203001342	FIRE- WATER/ SEWER	Sta 82	231.09		
Subtotal for Fire Department							**441,101.19**		
Fire Department									
VEN000131	Fire Apparatus and Supply Team/FAST	APP012694	3/28/2013	203001229	FIRE- UNIFORMS	30 ppe	9,112.00		
Subtotal for Fire Department							**9,112.00**		
Subtotal for Fund 203 Fire Operating Fund							**450,365.03**		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	**Fund Name**									
204	**Parks & Recreation Fund**									
	Parks Department									
	VEN000906	Design Point Inc	APP012666	3/26/2013	204001349	PARKS & REC- SERVICES	Construction Drawings for 33	2,400.00	50973	3/26/2013
	VEN000906	Design Point Inc	APP012666	3/26/2013	204001349	PARKS & REC- SERVICES	State Filing Fee for 330 E. Ma	173.91	50973	3/26/2013
	VEN000611	Ace-Pak Products	APP012688	3/27/2013	204001472	PARKS & REC- EQUIP PUR	Toilet Paper Dispensers for M	49.98		
	VEN000611	Ace-Pak Products	APP012688	3/27/2013	204001472	PARKS & REC- EQUIP PUR	Soap Dispensers for Main St.	91.98		
	VEN000611	Ace-Pak Products	APP012688	3/27/2013	204001472	PARKS & REC- EQUIP PUR	White Cast Xlerator Hand Dry	899.98		
	VEN000611	Ace-Pak Products	APP012688	3/27/2013	204001472	PARKS & REC- EQUIP PUR	Freight	40.00		
	VEN000611	Ace-Pak Products	APP012749	4/2/2013	204001472	PARKS & REC- EQUIP PUR	Stainless Steel Dixie Cup Dis	139.98		
	VEN000953	Jeffrey Rupp	APP012779	4/3/2013	204001400	PARKS & REC- LAND PURC	118-120 Park Street land purc	25,000.00		
	Subtotal for Parks Department							**28,795.83**		
Subtotal for Fund 204 Parks & Recreation Fund								**28,795.83**		
Fund No.	**Fund Name**									
239	**Law Enforcement**									
	Police Department									
	VEN000935	Dakota Ammo Inc	APP012656	3/22/2013	239001334	LAW ENFORCEMENT- TRAV	Duty Ammo	6,541.15	50970	3/26/2013
	Subtotal for Police Department							**6,541.15**		
Subtotal for Fund 239 Law Enforcement								**6,541.15**		
Fund No.	**Fund Name**									
264	**Road & Street Imp.**									
	Public Works Department									
	13548	United Consulting Engineers	APP012587	3/20/2013	264001349	SERVICES	161st Street and Oakridge Ro	16,590.00	51026	3/26/2013
	Subtotal for Public Works Department							**16,590.00**		
Subtotal for Fund 264 Road & Street Imp.								**16,590.00**		
Fund No.	**Fund Name**									
268	**Emergency Medical & Equip**									
	Fire Department									
	10635	Govconnection	APP012621	3/21/2013	268001472	EQUIPMENT PURCHASES	Mobile Docks Original PO139	683.38	50982	3/26/2013
	10201	Bound Tree Medical	APP012627	3/22/2013	268001224	EMS-OPERATING SUPPLIE	medication, O2 supplies EKG	909.42	50964	3/26/2013
	10039	Airgas Mid America	APP012630	3/22/2013	268001224	EMS-OPERATING SUPPLIE	O2	617.31	50955	3/26/2013
	10039	Airgas Mid America	APP012642	3/22/2013	268001224	EMS-OPERATING SUPPLIE	O2	44.64	50955	3/26/2013
	12237	Ciproms Inc	APP012763	3/24/2013	268001349	CONTRACTUAL SERVICES	Febraury billing	1,604.26		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	**Fund Name**									
268	**Emergency Medical & Equip**									
	Fire Department									
	10201	Bound Tree Medical	APP012783	3/26/2013	268001224	EMS-OPERATING SUPPLIE	Sodium Bicarbonate & 2 sucti	1,069.84		
	Subtotal for Fire Department							**4,928.85**		
Subtotal for Fund 268 Emergency Medical & Equip								**4,928.85**		
Fund No.	**Fund Name**									
269	**Training Facility Center**									
	Police and Fire Department									
	13583	Vectren	APP012771	4/2/2013	269001349	TRAINING FACILITY CENTE	Training Facility	240.68		
	10464	Duke Energy	APP012774	4/3/2013	269001349	TRAINING FACILITY CENTE	Training Facility Fire Dept	225.02		
	10464	Duke Energy	APP012774	4/3/2013	269001349	TRAINING FACILITY CENTE	Training Facility Const Temp	166.85		
	Subtotal for Police and Fire Department							**632.55**		
Subtotal for Fund 269 Training Facility Center								**632.55**		
Fund No.	**Fund Name**									
301	**Eastside T.I.F.**									
	Administration Department									
	13734	RQAW Corp	APP012614	3/21/2013	301001349	EASTSIDE TIF SERVICE	Add'l services 31/32 Architect	7,950.64	51011	3/26/2013
	12099	Bernardin Lochmueller and Assoc.	APP012689	3/27/2013	301001349	EASTSIDE TIF SERVICE	Regional Detention Permitting	6,908.05		
	12099	Bernardin Lochmueller and Assoc.	APP012705	3/27/2013	301001349	EASTSIDE TIF SERVICE	Regional Detention Permitting	10,472.12		
	13242	Regions Insurance, Inc	APP012708	3/27/2013	301001349	EASTSIDE TIF SERVICE	Bond renewal Jill Doyle	150.00		
	Subtotal for Administration Department							**25,480.81**		
Subtotal for Fund 301 Eastside T.I.F.								**25,480.81**		
Fund No.	**Fund Name**									
306	**Construction Fund**									
	Administration Department									
	11156	Meyer Najem Construction, LLC	APP012719	3/29/2013	306001474	CONSTRUCTION COSTS C	Construction Management Fe	30,000.00		
	Subtotal for Administration Department							**30,000.00**		
Subtotal for Fund 306 Construction Fund								**30,000.00**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. 313	**2012 COIT Ban Construction**								
Administration Department									
VEN000880	Huston Electric	APP012612	3/21/2013	313001349	GRAND PK SPORT CAMPUS	Pay Request 2 Grand Park	125,622.00	50985	3/26/2013
VEN000840	Mid-America Golf and Landscape	APP012728	3/28/2013	313001349	GRAND PK SPORT CAMPUS	Grand Park Phase II	62,606.80		
VEN000880	Huston Electric	APP012729	4/1/2013	313001349	GRAND PK SPORT CAMPUS	Grank Park/Pay Req 4	27,297.00		
13148	Peerless Midwest Inc	APP012730	4/1/2013	313001349	GRAND PK SPORT CAMPUS	Grand Park/Well 1 testing	5,060.00		
Subtotal for Administration Department							**220,585.80**		
Subtotal for Fund 313 2012 COIT Ban Construction							**220,585.80**		
Fund No. 320	**South Union Streetscape**								
Administration Department									
12091	Baumgartner and Co	APP012611	3/21/2013	320001349	SOUTH UNION STREETSCA	Change Order	4,066.11	50960	3/26/2013
Subtotal for Administration Department							**4,066.11**		
Administration Department									
12091	Baumgartner and Co	APP012611	3/21/2013	320001349	SOUTH UNION STREETSCA	Midland Trace Trail Extension	67,202.00	50960	3/26/2013
Subtotal for Administration Department							**67,202.00**		
Subtotal for Fund 320 South Union Streetscape							**71,268.11**		
Fund No. 404	**Regional Storm Detention**								
Public Works Department									
12099	Bernardin Lochmueller and Assoc.	APP012689	3/27/2013	404001349	REGIONAL STORM DETEN	Regional Detention Permitting	28,997.44		
Subtotal for Public Works Department							**28,997.44**		
Subtotal for Fund 404 Regional Storm Detention							**28,997.44**		
Fund No. 427	**Cum. Capital Development**								
Administration Department									
10548	Fifth Third Leasing Co.	APP012675	3/27/2013	427001473	CUM CAP DEV- VEHICLE LE	2012 lease pmt for 4/13	29,913.61	51039	4/27/2013
Subtotal for Administration Department							**29,913.61**		
Subtotal for Fund 427 Cum. Capital Development							**29,913.61**		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	**Fund Name**								
601	**Water - Cash Operating Fund**								
11149	Menards	APP012623	3/21/2013	800620120	WATER - MATERIAL & SUPP	Menards stmt	16.11	26768	3/26/2013
11149	Menards	APP012623	3/21/2013	800620130	WATER - MATERIAL & SUPP	Menards stmt	74.60	26768	3/26/2013
13522	Tractor Supply Company	APP012714	3/28/2013	800620130	WATER - MATERIAL & SUPP	Tractor Supply stmt	182.64		
12199	Cave and Company Printing	APP012716	3/27/2013	800620130	WATER - MATERIAL & SUPP	envelopes	164.78		
12373	E J Prescott Inc	APP012720	4/1/2013	800620130	WATER - MATERIAL & SUPP	Meter Adapters 5/8 x 3/4 to 1"	300.20		
13567	USA Bluebook	APP012722	4/1/2013	800620130	WATER - MATERIAL & SUPP	Arc Flash Safety Equipment	427.01		
VEN000928	Werner-Todd Pump Company	APP012723	4/1/2013	800620120	WATER - MATERIAL & SUPP	Fluoride transfer pump housin	369.00		
Subtotal for							**1,534.34**		
VEN000649	Superior Operating Solutions	APP012690	3/27/2013	800630120	WATER - CONT SVS - TREA	Total SCADA system upgrade	3,937.00		
VEN000649	Superior Operating Solutions	APP012690	3/27/2013	800630130	WATER - CONT SVS - DISTR	Total SCADA system upgrade	3,937.00		
VEN000649	Superior Operating Solutions	APP012718	3/29/2013	800630120	WATER - CONT SVS - TREA	Total SCADA system upgrade	19,629.50		
VEN000649	Superior Operating Solutions	APP012718	3/29/2013	800630130	WATER - CONT SVS - DISTR	Total SCADA system upgrade	19,629.50		
VEN000649	Superior Operating Solutions	APP012727	4/1/2013	800630120	WATER - CONT SVS - TREA	Total SCADA system upgrade	9,459.89		
VEN000649	Superior Operating Solutions	APP012727	4/1/2013	800630130	WATER - CONT SVS - DISTR	Total SCADA system upgrade	9,459.88		
Subtotal for							**66,052.77**		
12407	Environmental Laboratories	APP012777	4/3/2013	800636120	WATER - LAB TESTING - TR	1st year (2012)	928.00		
Subtotal for							**928.00**		
13660	Westfield-Washington Schools	APP012590	3/20/2013	800650150	WATER - TRANSPORTATIO	Diesel fuel for Feb	1,842.27	26776	3/26/2013
13660	Westfield-Washington Schools	APP012590	3/20/2013	800650150	WATER - TRANSPORTATIO	Fleet Maint for Feb	276.20	26776	3/26/2013
12784	Jackson Oil and Solvents	APP012619	3/21/2013	800650150	WATER - TRANSPORTATIO	Unleaded fuel	650.00	26764	3/26/2013
Subtotal for							**2,768.47**		
VEN000008	Prudential Life	APP012750	4/2/2013	800655150	WATER - INSURANCE	April 2013 Life and AD&D Ins.	48.84		
13713	DavisVision	APP012753	4/2/2013	800655150	WATER - INSURANCE	April 2013 Vision Ins Prem	166.80		
Subtotal for							**215.64**		
11926	Citizens Gas	APP012602	3/20/2013	800667153	WATER - UTILITIES	Gas bill for Feb	388.58	26758	3/26/2013
13565	US Postmaster	APP012650	3/22/2013	800667155	WATER - BILLING SUPPLIES	postage	25.00	26752	3/22/2013
12484	Frontier	APP012697	3/27/2013	800667151	WATER - TELEPHONE	City Services and Water Plant	199.42		

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No. Fund Name									
601 Water - Cash Operating Fund									
VEN000941	Frieje HVAC	APP012721	4/1/2013	800667152	WATER - REPAIRS - OFFICE	Induction fan for furnace at P	145.43		
12052	At and T	APP012758	4/1/2013	800667151	WATER - TELEPHONE	Cherry Tree and River Road	322.36		
Subtotal for							**1,080.79**		
13637	Westfield Chamber Of Commerce	APP012707	3/27/2013	800675150	WATER - MISC	Chamber Luncheon	7.50		
Subtotal for							**7.50**		
Subtotal for Fund 601 Water - Cash Operating Fund							**72,587.51**		
Fund No. Fund Name									
605 Water - Construction									
10729	HNTB-Great Lakes Division	APP012669	3/22/2013	800101180	WATER - CONSTR IN PROG	utility relocates	398,713.37	26777	3/26/2013
10729	HNTB-Great Lakes Division	APP012669	3/22/2013	800101180	WATER - CONSTR IN PROG	US 31 Utility Relocates Rebid	21,434.07	26777	3/26/2013
Subtotal for							**420,147.44**		
Subtotal for Fund 605 Water - Construction							**420,147.44**		
Fund No. Fund Name									
606 Sewer - Cash Operating Fund									
11149	Menards	APP012623	3/21/2013	900620610	SEWER-MATERIAL & SUPPL	Menards stmt	18.22	26768	3/26/2013
12092	BBC Pump and Equipment Co	APP012691	3/27/2013	900620610	SEWER-MATERIAL & SUPPL	Spare pump for Merrimac lift	12,067.33		
13522	Tractor Supply Company	APP012714	3/28/2013	900620610	SEWER-MATERIAL & SUPPL	Tractor Supply stmt	182.64		
13522	Tractor Supply Company	APP012714	3/28/2013	900620620	SEWER-MATERIAL & SUPPL	Tractor Supply stmt	67.92		
12199	Cave and Company Printing	APP012716	3/27/2013	900620610	SEWER-MATERIAL & SUPPL	envelopes	164.78		
13567	USA Bluebook	APP012722	4/1/2013	900620610	SEWER-MATERIAL & SUPPL	Arc Flash Safety Equipment	449.52		
Subtotal for							**12,950.41**		
12761	Ironbrook Partners	APP012608	3/20/2013	900625620	SEWER - REPAIRS - WTTP	Update UV cabinets/WWTP	27,696.00	26762	3/26/2013
Subtotal for							**27,696.00**		
VEN000649	Superior Operating Solutions	APP012690	3/27/2013	900630610	SEWER - CONTRACTUAL S	Total SCADA system upgrade	3,937.00		
VEN000649	Superior Operating Solutions	APP012718	3/29/2013	900630610	SEWER - CONTRACTUAL S	Total SCADA system upgrade	19,629.50		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	**Fund Name**									
606	**Sewer - Cash Operating Fund**									
	VEN000649	Superior Operating Solutions	APP012727	4/1/2013	900630610	SEWER - CONTRACTUAL S	Total SCADA system upgrade	9,459.89		
	Subtotal for							**33,026.39**		
	VEN000649	Superior Operating Solutions	APP012690	3/27/2013	900634620	SEWER -CONTRACT SVS-W	Total SCADA system upgrade	3,937.00		
	VEN000649	Superior Operating Solutions	APP012718	3/29/2013	900634620	SEWER -CONTRACT SVS-W	Total SCADA system upgrade	19,629.50		
	VEN000649	Superior Operating Solutions	APP012727	4/1/2013	900634620	SEWER -CONTRACT SVS-W	Total SCADA system upgrade	9,459.88		
	Subtotal for							**33,026.38**		
	13725	Brehob Electric	APP012693	3/28/2013	900635620	SEWER - CONTRACT SVS-	Annual overhead crane inspe	250.00		
	Subtotal for							**250.00**		
	13660	Westfield-Washington Schools	APP012590	3/20/2013	900650630	SEWER - TRANSPORTATIO	Diesel fuel for Feb	1,842.27	26776	3/26/2013
	13660	Westfield-Washington Schools	APP012590	3/20/2013	900650630	SEWER - TRANSPORTATIO	Fleet Maint for Feb	276.19	26776	3/26/2013
	12784	Jackson Oil and Solvents	APP012619	3/21/2013	900650630	SEWER - TRANSPORTATIO	Unleaded fuel	750.00	26764	3/26/2013
	Subtotal for							**2,868.46**		
	VEN000008	Prudential Life	APP012751	4/2/2013	900655630	SEWER - INSURANCE ADMI	April 2013 Life and AD&D Ins.	48.84		
	13713	DavisVision	APP012754	4/2/2013	900655630	SEWER - INSURANCE ADMI	April 2013 Vision Ins. Prem	166.80		
	Subtotal for							**215.64**		
	11926	Citizens Gas	APP012602	3/20/2013	900667633	SEWER - UTILITIES	Gas bill for Feb	388.59	26758	3/26/2013
	13565	US Postmaster	APP012650	3/22/2013	900667636	SEWER - BILLING SUPPLIE	postage	25.00	26752	3/22/2013
	12484	Frontier	APP012697	3/27/2013	900667631	SEWER - TELEPHONE	City Services and Water Plant	199.43		
	VEN000941	Frieje HVAC	APP012721	4/1/2013	900667632	SEWER - REPAIRS - ADMIN	Induction fan for furnace at P	145.42		
	12484	Frontier	APP012759	4/1/2013	900667631	SEWER - TELEPHONE	Line for Powershare/WWTP	296.46		
	Subtotal for							**1,054.90**		
	13637	Westfield Chamber Of Commerce	APP012707	3/27/2013	900675630	SEWER - MISCELLANEOUS	Chamber Luncheon	7.50		
	Subtotal for							**7.50**		
Subtotal for Fund 606 Sewer - Cash Operating Fund								**111,095.68**		

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	Fund Name									
609	Sewer - Construction									
	10729	HNTB-Great Lakes Division	APP012669	3/22/2013	900101650	SEWER - CONSTR IN PROG	utility relocates	162,129.33	26777	3/26/2013
	Subtotal for							162,129.33		
Subtotal for Fund 609 Sewer - Construction								162,129.33		
Fund No.	Fund Name									
646	Westfield Connects									
	Administration Department									
	11256	Northern Lights	APP012588	3/20/2013	646001349	WESTFIELD CONNECTS	Utility locating services for Fe	774.50	51004	3/26/2013
	12686	Indiana Fiber Network	APP012589	3/20/2013	646001349	WESTFIELD CONNECTS	Network monitoring	137.90	50986	3/26/2013
	Subtotal for Administration Department							912.40		
Subtotal for Fund 646 Westfield Connects								912.40		
Fund No.	Fund Name									
701	Payroll Fund									
	Clerk Treasurer's Office									
	12679	Indiana Dept Of Revenue	APP012585	3/20/2013	701001923	PAYROLL-STATE WITHHOL	state	13,579.45	032013EFT4	3/20/2013
	12679	Indiana Dept Of Revenue	APP012585	3/20/2013	701001923	PAYROLL-STATE WITHHOL	coit	4,423.71	032013EFT4	3/20/2013
	12626	Huntington National Bank	APP012601	3/20/2013	701001131	PAYROLL- EMPLOYER'S FIC	fica	25,772.62	032013EFT3	3/20/2013
	12626	Huntington National Bank	APP012601	3/20/2013	701001132	PAYROLL- EMPLOYER'S ME	med	6,027.47	032013EFT3	3/20/2013
	12626	Huntington National Bank	APP012601	3/20/2013	701001921	PAYROLL-FEDERAL WITHH	fed	49,305.54	032013EFT3	3/20/2013
	12626	Huntington National Bank	APP012601	3/20/2013	701001922	PAYROLL-EMPLOYEE FICA	med	6,027.52	032013EFT3	3/20/2013
	12626	Huntington National Bank	APP012601	3/20/2013	701001922	PAYROLL-EMPLOYEE FICA	fica	25,772.54	032013EFT3	3/20/2013
	13150	PERF	APP012604	3/20/2013	701001133	PAYROLL-P.E.R.F.	quarterly civilian	30,119.45	032013EFT5	3/20/2013
	11943	77 Police and Fire Fund	APP012605	3/20/2013	701001133	PAYROLL-P.E.R.F.	non civilian/ march	45,992.34	032013EFT	3/20/2013
	13150	PERF	APP012606	3/20/2013	701001133	PAYROLL-P.E.R.F.	quarterly perf/ march	29,846.93	032013EFT6	3/20/2013
	11943	77 Police and Fire Fund	APP012607	3/20/2013	701001133	PAYROLL-P.E.R.F.	non civilian fire	45,992.34	032013EFT2	3/20/2013
	12059	Aul Retirement	APP012676	3/27/2013	701001931	PAYROLL-PEBSCO-DEFER	RETIREMENT/ BATCH 308	11,015.27	032713EFT	3/27/2013
	12059	Aul Retirement	APP012677	3/27/2013	701001931	PAYROLL-PEBSCO-DEFER	LOAN/ BATCH 309	3,466.35	032713EFT2	3/27/2013
	12679	Indiana Dept Of Revenue	APP012678	3/27/2013	701001923	PAYROLL-STATE WITHHOL	STATE	14,042.30	032713EFT4	3/27/2013
	12679	Indiana Dept Of Revenue	APP012678	3/27/2013	701001923	PAYROLL-STATE WITHHOL	COIT	4,576.68	032713EFT4	3/27/2013
	12626	Huntington National Bank	APP012679	3/27/2013	701001131	PAYROLL- EMPLOYER'S FIC	FICA	26,617.39	032713EFT3	3/27/2013
	12626	Huntington National Bank	APP012679	3/27/2013	701001132	PAYROLL- EMPLOYER'S ME	MED	6,225.03	032713EFT3	3/27/2013

Fund No.	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount with Tax	Check No.	Check Date
Fund No.	**Fund Name**									
701	**Payroll Fund**									
	Clerk Treasurer's Office									
	12626	Huntington National Bank	APP012679	3/27/2013	701001921	PAYROLL-FEDERAL WITHH	FED	50,549.88	032713EFT3	3/27/2013
	12626	Huntington National Bank	APP012679	3/27/2013	701001922	PAYROLL-EMPLOYEE FICA	MED	6,224.93	032713EFT3	3/27/2013
	12626	Huntington National Bank	APP012679	3/27/2013	701001922	PAYROLL-EMPLOYEE FICA	FICA	26,617.47	032713EFT3	3/27/2013
	12444	Fire Fighters Credit Union	APP012682	3/27/2013	701001141	PAYROLL-UNION DUES	union dues	2,084.78	16047	3/27/2013
	12659	IN Family and Social Services Administr	APP012683	3/27/2013	701001140	PAYROLL-SUPPORT WITHH	child support	3,073.14	032713EFT5	3/27/2013
	13173	Police and Firemen's Insurance	APP012684	3/27/2013	701001930	PAYROLL- INS. DED	ins	66.80	16049	3/27/2013
	11975	AFLAC	APP012685	3/27/2013	701001930	PAYROLL- INS. DED	march ins	7,888.64	16050	3/27/2013
	13150	PERF	APP012701	3/28/2013	701001133	PAYROLL-P.E.R.F.	civilian perf	30,389.73	032813EFT	3/28/2013
	13150	PERF	APP012702	3/28/2013	701001133	PAYROLL-P.E.R.F.	non civilian perf	45,992.34	032813EFT2	3/28/2013
	13275	Robert Horkay	APP012703	3/27/2013	701001142	PAYROLL-GARNISHMENT	Reimbursement	332.64	16048	3/27/2013
	Subtotal for Clerk Treasurer's Office							**522,023.28**		
Subtotal for Fund 701 Payroll Fund								**522,023.28**		
Posted Invoices Total								**2,755,252.91**		

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Fund No.	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
Fund No.	**Fund Name**								
101	**General**								
	Administration Department								
	VEN000551	Humane Society for Hamilton County	API012461	4/2/2013	101001349	Adm-Services	Adm-Services	3,656.69	Approval Pending
	10236	Busy Bee Cleaning Service	API012463	4/2/2013	101001343	Adm-Building	Adm-Building	425.00	Approval Pending
	13652	Westfield Public Works	API012483	4/2/2013	101001342	Adm-Water/Sewer	Adm-Water/Sewer	64.47	Approval Pending
	13652	Westfield Public Works	API012483	4/2/2013	101001342	Adm-Water/Sewer	Adm-Water/Sewer	69.37	Approval Pending
	13652	Westfield Public Works	API012483	4/2/2013	101001342	Adm-Water/Sewer	Adm-Water/Sewer	64.82	Approval Pending
	13652	Westfield Public Works	API012483	4/2/2013	101001342	Adm-Water/Sewer	Adm-Water/Sewer	65.52	Approval Pending
	11595	Staples Contract and Commercial	API012491	4/3/2013	101001223	Adm-Office Supplies	Adm-Office Supplies	36.56	Approval Pending
	Subtotal for Administration Department							**4,382.43**	
	Police Department								
	13652	Westfield Public Works	API012420	4/1/2013	101002342	Police-Water/Sewer	Police-Water/Sewer	78.27	Approved
	10599	Galls	API012425	4/1/2013	101002229	Police- Uniforms	Police- Uniforms	1,220.00	Approval Pending
	13485	The Overhead Door Co.	API012465	4/2/2013	101002343	Police-Bdlg. Maint	Police-Bdlg. Maint	106.20	Approved

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Fund No.	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
Fund No.	**Fund Name**								
101	**General**								
	Police Department								
	13652	Westfield Public Works	API012466	4/2/2013	101002342	Police-Water/Sewer	Police-Water/Sewer	178.45	Approved
	Subtotal for Police Department							**1,582.92**	
	Economic and Community Development Dept								
	11595	Staples Contract and Commercial	API012430	4/1/2013	101003223	Comm.Dev- Office Supplies	Comm.Dev- Office Supplies	13.82	Approved
	12199	Cave and Company Printing	API012494	4/3/2013	101003337	Comm.Dev-Printing	Comm.Dev-Printing	56.84	Approved
	Subtotal for Economic and Community Development Dept							**70.66**	
	Parks Department								
	12929	Lowe's	API012478	4/2/2013	101005224	Parks-Operating Supplies	Parks-Operating Supplies	100.60	Approved
	Subtotal for Parks Department							**100.60**	
	Clerk Treasurer's Office								
	11595	Staples Contract and Commercial	API012491	4/3/2013	101008223	Ct - Office Supplies	Ct - Office Supplies	137.40	Approved
	Subtotal for Clerk Treasurer's Office							**137.40**	
	Mayor's Office								
	12199	Cave and Company Printing	API012495	4/3/2013	101009347	Mayor- Promotions	Mayor- Promotions	190.88	Approval Pending
	Subtotal for Mayor's Office							**190.88**	
Subtotal by Fund 101 General								**6,464.89**	
Fund No.	**Fund Name**								
201	**MVH**								
	Public Works Department								
	11476	Runyon Equipment Rental	API012409	4/1/2013	201001226	Mvh- Vehicle Gas/ Supplies	Mvh- Vehicle Gas/ Supplies	204.00	Approval Pending
	12611	Home Depot	API012434	4/1/2013	201001231	Mvh- Gravel, Sand	Mvh- Gravel, Sand	1,039.50	Approval Pending
	10228	Builder's Concrete and Supply Co	API012477	4/2/2013	201001231	Mvh- Gravel, Sand	Mvh- Gravel, Sand	347.50	Approval Pending
	12929	Lowe's	API012478	4/2/2013	201001226	Mvh- Vehicle Gas/ Supplies	Mvh- Vehicle Gas/ Supplies	6.44	Approval Pending
	11213	Napa Auto Parts	API012492	4/3/2013	201001360	Mvh-Vehicle Repair	Mvh-Vehicle Repair	11.35	Approval Pending
	Subtotal for Public Works Department							**1,608.79**	
Subtotal by Fund 201 MVH								**1,608.79**	
Fund No.	**Fund Name**								
202	**LR &S**								
	Public Works Department								
	11213	Napa Auto Parts	API012492	4/3/2013	202001472	Lr & S- Equipment	Lr & S- Equipment	259.67	Approval Pending
	Subtotal for Public Works Department							**259.67**	

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Fund No.	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
Subtotal by Fund 202 LR &S								**259.67**	
Fund No.	**Fund Name**								
203	**Fire Operating Fund**								
	Fire Department								
	13652	Westfield Public Works	API012420	4/1/2013	203001342	Fire- Water/ Sewer	Fire- Water/ Sewer	78.27	Approved
	13652	Westfield Public Works	API012466	4/2/2013	203001342	Fire- Water/ Sewer	Fire- Water/ Sewer	267.68	Approved
	12432	Fastenal	API012470	4/2/2013	203001360	Fire- Vehicle Maint	Fire- Vehicle Maint	13.03	Approved
	13464	TC Property's	API012475	4/2/2013	203001334	Fire- Travel/Training/Seminars	Fire- Travel/Training/Seminars	60.00	Approved
	13464	TC Property's	API012475	4/2/2013	203001360	Fire- Vehicle Maint	Fire- Vehicle Maint	18.00	Approved
	11213	Napa Auto Parts	API012476	4/2/2013	203001360	Fire- Vehicle Maint	Fire- Vehicle Maint	1,227.59	Approved
	Subtotal for Fire Department							**1,664.57**	
Subtotal by Fund 203 Fire Operating Fund								**1,664.57**	
Fund No.	**Fund Name**								
301	**Eastside T.I.F.**								
	Administration Department								
	12897	Lawyers Title Insurance	API012398	3/28/2013	301001400	East Side TIF Land Purchase	East Side TIF Land Purchase	127,995.00	Approval Pending
	Subtotal for Administration Department							**127,995.00**	
Subtotal by Fund 301 Eastside T.I.F.								**127,995.00**	
Fund No.	**Fund Name**								
601	**Water - Cash Operating Fund**								
	10635	Govconnection	API012403	3/29/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	4,686.77	Approval Pending
	12521	Grainger	API012407	4/1/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	86.40	Approval Pending
	11547	Sherwin-Williams	API012408	4/1/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	52.83	Approval Pending
	12695	Indiana Oxygen Company	API012410	4/1/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	104.08	Approval Pending
	12373	E J Prescott Inc	API012426	4/1/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	249.33	Approval Pending
	12929	Lowe's	API012479	4/2/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	214.37	Approval Pending
	11213	Napa Auto Parts	API012493	4/3/2013	800620130	Water - Material & Supply - Di	Water - Material&Supply-Distri	5.12	Approval Pending
	Subtotal for							**5,398.90**	
	12377	Eagon and Associates	API012421	4/1/2013	800631150	Water - Cont Svs - Engineerin	Water - Contract Svs-Enginee	302.25	Approval Pending
	Subtotal for							**302.25**	
	12864	Kings III America	API012339	3/20/2013	800635150	Water - Cont Svs - Admin	Water - Contract Svs-Admin	44.48	Approval Pending

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Fund No.	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
601	**Water - Cash Operating Fund**								
	11741	Unifirst Corporation	API012422	4/1/2013	800635150	Water - Cont Svs - Admin	Water - Contract Svs-Admin	103.75	Approval Pending
	13109	Office Team	API012443	4/1/2013	800635150	Water - Cont Svs - Admin	Water - Contract Svs-Admin	1,311.84	Approval Pending
	10236	Busy Bee Cleaning Service	API012462	4/2/2013	800635150	Water - Cont Svs - Admin	Water - Contract Svs-Admin	1,400.00	Approval Pending
	Subtotal for							**2,860.07**	
	11213	Napa Auto Parts	API012493	4/3/2013	800650150	Water - Transportation	Water - Transportation	137.70	Approval Pending
	Subtotal for							**137.70**	
	11595	Staples Contract and Commercial	API012406	4/1/2013	800667154	Water - Office Supplies	Water - Office Supplies	60.89	Approval Pending
	13237	Red Wing Shoe Company	API012411	4/1/2013	800667162	Water - Uniforms	Water - Uniforms	150.00	Approval Pending
	11595	Staples Contract and Commercial	API012431	4/1/2013	800667154	Water - Office Supplies	Water - Office Supplies	27.84	Approval Pending
	VEN000404	Josh Pickett	API012432	4/1/2013	800667159	Water - Travel/Training	Water - Travel/Training	3.00	Approval Pending
	Subtotal for							**241.73**	
	VEN000950	Bradley Prater	API012436	4/1/2013	800675150	Water - Misc	Water - Misc	76.00	Approval Pending
	VEN000948	Adam Essex	API012438	4/1/2013	800675150	Water - Misc	Water - Misc	39.00	Approval Pending
	Subtotal for							**115.00**	
Subtotal by Fund 601 Water - Cash Operating Fund								**9,055.65**	
606	**Sewer - Cash Operating Fund**								
	VEN000951	Deborah Gold	API012444	4/1/2013	900141600	Sewer - North AR	Sewer - North AR	16.71	Approval Pending
	Subtotal for							**16.71**	
	12111	Biochem	API012344	3/20/2013	900618620	Sewer - Chemicals	Sewer - Chemicals	2,668.92	Approval Pending
	10668	Hach Company	API012428	4/1/2013	900618620	Sewer - Chemicals	Sewer - Chemicals	1,281.69	Approval Pending
	Subtotal for							**3,950.61**	
	10635	Govconnection	API012403	3/29/2013	900620610	Sewer-Material & Supply-Coll	Sewer-Material & Supply-Coll	4,686.77	Approval Pending
	11547	Sherwin-Williams	API012408	4/1/2013	900620610	Sewer-Material & Supply-Coll	Sewer-Material & Supply-Coll	52.82	Approval Pending
	12695	Indiana Oxygen Company	API012410	4/1/2013	900620610	Sewer-Material & Supply-Coll	Sewer-Material & Supply-Coll	104.08	Approval Pending

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Fund No.	Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
Fund No.	**Fund Name**								
606	**Sewer - Cash Operating Fund**								
	12929	Lowe's	API012479	4/2/2013	900620610	Sewer-Material & Supply-Coll	Sewer-Material & Supply-Coll	214.37	Approval Pending
	Subtotal for							**5,058.04**	
	12864	Kings III America	API012339	3/20/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	44.47	Approval Pending
	13231	Ray's Trash Service	API012372	3/27/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	115,892.50	Approval Pending
	12247	Clay Township Regional Waste District	API012415	4/1/2013	900635620	Sewer - Contract Svs-WWTP-	Sewer - Contr Svs - WWTP La	800.00	Approval Pending
	11741	Unifirst Corporation	API012422	4/1/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	103.75	Approval Pending
	VEN000649	Superior Operating Solutions	API012433	4/1/2013	900635620	Sewer - Contract Svs-WWTP-	Sewer - Contr Svs - WWTP La	3,590.00	Approval Pending
	VEN000649	Superior Operating Solutions	API012433	4/1/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	1,781.25	Approval Pending
	13109	Office Team	API012443	4/1/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	1,311.84	Approval Pending
	10236	Busy Bee Cleaning Service	API012462	4/2/2013	900635630	Sewer - Contractual Svs-Adm	Sewer - Contractual Svs - Ad	1,400.00	Approval Pending
	Subtotal for							**124,923.81**	
	11213	Napa Auto Parts	API012493	4/3/2013	900650630	Sewer - Transportation - Admi	Sewer - Transportation - Admi	137.70	Approval Pending
	Subtotal for							**137.70**	
	11595	Staples Contract and Commercial	API012406	4/1/2013	900667634	Sewer - Office Supplies	Sewer - Office Supplies	60.89	Approval Pending
	13237	Red Wing Shoe Company	API012411	4/1/2013	900667644	Sewer - Uniforms	Sewer - Uniforms	150.00	Approval Pending
	13683	Worrell	API012413	4/1/2013	900667636	Sewer - Billing Supplies	Sewer - Billing Supplies	15.00	Approval Pending
	11595	Staples Contract and Commercial	API012431	4/1/2013	900667634	Sewer - Office Supplies	Sewer - Office Supplies	27.84	Approval Pending
	Subtotal for							**253.73**	
	VEN000949	Cheyene Riley	API012437	4/1/2013	900675630	Sewer - Miscellaneous - Admi	Sewer - Miscellaneous - Admi	20.00	Approval Pending
	VEN000948	Adam Essex	API012438	4/1/2013	900675630	Sewer - Miscellaneous - Admi	Sewer - Miscellaneous - Admi	39.00	Approval Pending
	Subtotal for							**59.00**	
Subtotal by Fund 606 Sewer - Cash Operating Fund								**134,399.60**	
Fund No.	**Fund Name**								
609	**Sewer - Construction**								
	12808	JF New	API012301	3/18/2013	900101650	Sewer - Constr in Progress	Sewer - Constr in Progress	2,520.00	Approval Pending
	Subtotal for							**2,520.00**	

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Vendor No.	Vendor Name	Invoice No.	Date	GL Account	GL Account Description	Description	Amount with Tax	Status
Subtotal by Fund 609 Sewer - Construction							**2,520.00**	
Fund No.	**Fund Name**							
630	**Stormwater - Cash Revenue Fund**							
12179	Calumet Civil Contractors, Inc	API012445	4/1/2013	900605640	Stormwater-Contractual Svs-E	Stormwater-Contractual Svs-E	56.91	Approval Pending
Subtotal for							**56.91**	
Subtotal by Fund 630 Stormwater - Cash Revenue Fund							**56.91**	
Fund No.	**Fund Name**							
646	**Westfield Connects**							
Administration Department								
11256	Northern Lights	API012390	3/27/2013	646001349	Westfield Connects	Westfield Connects	0.00	Disapproved
11256	Northern Lights	API012390	3/27/2013	646001349	Westfield Connects	Westfield Connects	100.00	Approved
Subtotal for Administration Department							**100.00**	
Subtotal by Fund 646 Westfield Connects							**100.00**	
Un-Posted Invoices Total							**284,125.08**	