

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_03_09_2015

Monday, March 09, 2015 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, March 09, 2015 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

Special Presentation: Proclamation- Music in Our Schools Month

Documents: [Proclamation: Music in Our Schools Month](#)

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 February 23, 2015 (special meeting)

Documents: [Minutes- 2/23/15](#)

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:

Miscellaneous Business: Parks & Recreation Department Update
Documents: [Parks & Recreation Presentation](#)

Old Business:

Ordinance 14-53: Pawnshops Ordinance
Council Introduction- November 10, 2014
Adoption Consideration- ~~March 9, 2015~~ CONTINUED TO FUTURE MEETING
Documents: [Ord. 14-53](#)

Ordinance 15-03: Amendment to WPWD Erosion Control Inspection Fees
Council Introduction- February 9, 2015
Adoption Consideration- March 9, 2015
Documents: [Ord. 15-03](#) | [Cover Letter](#) | [Reference Only: Ordinance 06-52 \(with changes\)](#)

Ordinance 15-02: Approval of Grand Park Indoor Athletic Facilities Lease
Council Introduction- January 26, 2015
Public Hearing- February 9, 2015
Adoption Consideration- ~~February 9, 2015~~ TABLED
Council Response to Public Hearing Questions- February 23, 2015
Adoption Consideration- ~~March 9, 2015~~ CONTINUED TO FUTURE MEETING
Documents: [Ord. 15-02](#) | [Reference Only: Letter from Council President Lehman-Answers to Questions](#) | [Reference Only: Public Hearing Portion for Ord. 14-48](#) | [Reference Only: Public Hearing Portion for Ord. 15-02](#)

New Business:

Ordinance 15-06: Viking Meadows PUD Amendment
Council Introduction- March 9, 2015
APC Public Hearing- April 6, 2015
APC Recommendation- April 20, 2015
Council Approval Consideration- May 11, 2015
Documents: [Ord. 15-06](#) | [Reference Only: Location Map](#) | [Reference Only: Building Elevations](#) | [Reference Only: Narrative Statement](#)

Ordinance 15-07: Woodwind PUD Ordinance
Council Introduction- March 9, 2015
APC Public Hearing- April 6, 2015
APC Recommendation- April 20, 2015

Council Approval Consideration- May 11, 2015

Documents: [Ord. 15-07](#) | [Reference Only: Concept Plan](#) | [Reference Only: Location Map](#)

Ordinance 15-08: Gateway Southwest PUD District

Council Introduction- March 9, 2015

APC Public Hearing- April 6, 2015

APC Recommendation- April 20, 2015

Adoption Consideration- May 11, 2015

Documents: [Ord. 15-08](#) | [Reference Only: Concept Plan](#) | [Reference Only: Building Character Exhibit](#)

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

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

March 09, 2015

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS
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CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 19 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 9 day of March, 2015

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Administration									
VEN000513	DavisVision	APP023900	2/18/2015	101001119	ADM-HEALTH AND DENTAL	ins	36.42	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101001119	ADM-HEALTH AND DENTAL	ins	9.39	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101001332	ADM-CELL/PAGERS/MOBILE	Cell phones	295.01	56194	2/25/2015
VEN000589	Duke Energy	APP023962	2/25/2015	101001341	ADM-ELECTRICITY	Electric	717.75	56193	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101001111	ADM-SALARY	sal	9,516.55	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101001120	ADM-FICA AND MEDICARE	fica	558.12	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101001120	ADM-FICA AND MEDICARE	med	130.53	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101001121	ADM-PERF	perf	924.52	102022515	2/26/2015
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101001347	ADM-PROMOTIONS	Management Intelligence	74.48		
Subtotal for Administration							12,262.77		
Police									
VEN000513	DavisVision	APP023900	2/18/2015	101002119	POLICE-HEALTH AND DENT	ins	438.12	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101002119	POLICE-HEALTH AND DENT	ins	142.89	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101002332	POLICE-CELL/PAGERS/MOBI	Cell phones	1,761.07	56194	2/25/2015
VEN000589	Duke Energy	APP023962	2/25/2015	101002341	POLICE-ELECTRICITY	Electric	2,149.70	56193	2/25/2015
VEN000476	Crossroads Of America Council	APP023965	2/25/2015	101002347	POLICE-PROMOTIONS	Co-Table Sponsorship of the	500.00		
VEN002035	US Uniform and Supply	APP023966	2/25/2015	101002229	POLICE-UNIFORMS	Pants and boots - Dine	359.90		
VEN003365	Lexington Citizen Police Academy Alum	APP023967	2/25/2015	101002334	POLICE-TRAVEL/TRAINING/	Annual National Citizens Plice	225.00		
VEN002017	Unifirst Corporation	APP023978	2/25/2015	101002343	POLICE-BUILDING MAINTEN	Mat Rental	37.75		
VEN000747	Galls	APP023979	2/25/2015	101002229	POLICE-UNIFORMS	Boots - Siara	107.00		
VEN000312	Busy Bee Cleaning Service	APP023980	2/25/2015	101002343	POLICE-BUILDING MAINTEN	Janitorial - Feb	768.00		
VEN001815	Speedway Superamerica	APP023981	2/25/2015	101002226	POLICE-VEHICLE GAS/SUPP	Vehicle gas	38.67		
VEN000314	C.A.R. Clinic	APP023982	2/25/2015	101002360	POLICE-VEHICLE REPAIR	Vehicle repairs	363.34		
VEN001537	Payroll	APP024004	2/25/2015	101002111	POLICE-SALARY	sal	119,933.89	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101002120	POLICE-FICA AND MEDICAR	fica	7,162.61	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101002120	POLICE-FICA AND MEDICAR	med	1,675.07	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101002121	POLICE-PERF	perf	19,132.28	102022515	2/26/2015
VEN000747	Galls	APP024051	2/27/2015	101002472	POLICE-EQUIP	LED Flahlights, Chargers, Fla	1,296.91		
VEN003312	Motorola Solutions	APP024052	2/27/2015	101002472	POLICE-EQUIP	10 PSM IP55 with 3.5MM Jack	750.00		
VEN001606	Protective Training Services LLC	APP024053	2/27/2015	101002334	POLICE-TRAVEL/TRAINING/	PTS Ground Fighting Instruct	600.00		
VEN001606	Protective Training Services LLC	APP024053	2/27/2015	101002334	POLICE-TRAVEL/TRAINING/	PTS DT Instructor Course - F	600.00		
VEN001455	Noblesville Police Dept.	APP024054	2/27/2015	101002355	POLICE-K-9 MAINT	Dog food	76.36		

Purchase Invoice Register

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Police								
VEN003387	Pinnacle Mailing Products	APP024055	2/27/2015	101002333	POLICE-POSTAGE	Ink and Seal Solution	100.00		
VEN001753	Scott Clouse	APP024068	3/2/2015	101002229	POLICE-UNIFORMS	Reimbursement for 24-7 Pant	83.00	56200	3/2/2015
VEN000314	C.A.R. Clinic	APP024069	3/2/2015	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	3,910.28		
VEN002017	Unifirst Corporation	APP024139	3/3/2015	101002343	POLICE-BUILDING MAINTEN	Mat Rental	37.75		
VEN001001	Industrial Maintenance Solutions	APP024140	3/3/2015	101002360	POLICE-VEHICLE REPAIR	Super Wash & Was	232.00		
VEN000480	CSI Signs	APP024141	3/3/2015	101002337	POLICE-PRINTING	Sign Print for Murder Trial	444.01		
VEN000434	Comcast Cable	APP024142	3/3/2015	101002349	POLICE-SERVICES	Monthly Statement	68.24		
VEN002336	Citizens Westfield	APP024143	3/3/2015	101002349	POLICE-SERVICES	Fire Line Charges	84.79		
VEN000379	Chemsearch	APP024144	3/3/2015	101002360	POLICE-VEHICLE REPAIR	Vehicle cleaner and Disenfect	473.59		
VEN001774	Sharp Printing Service	APP024145	3/3/2015	101002337	POLICE-PRINTING	Printing Year-End Report	2,105.00		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101002347	POLICE-PROMOTIONS	Management Intelligence	700.28		
VEN002336	Citizens Westfield	APP024176	3/3/2015	101002342	POLICE-WATER/SEWER		254.67		
	Subtotal for Police						166,611.97		
	Economic and Community Development								
VEN000513	DavisVision	APP023900	2/18/2015	101003119	ECD-HEALTH AND DENTAL	ins	64.40	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101003119	ECD-HEALTH AND DENTAL	ins	21.91	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101003332	ECD-CELL/PAGERS/MOBILE	Cell phones	1,142.87	56194	2/25/2015
VEN000949	IN.GOV	APP023974	2/25/2015	101003349	ECD-SERVICES	New employee background ck	30.00		
VEN001537	Payroll	APP024004	2/25/2015	101003111	ECD-SALARY	sal	19,472.78	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101003119	ECD-HEALTH AND DENTAL	hsa	500.00	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101003120	ECD-FICA AND MEDICARE	fica	1,169.12	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101003120	ECD-FICA AND MEDICARE	med	273.44	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101003121	ECD-PERF	perf	2,730.35	102022515	2/26/2015
VEN000118	Andrew Murray	APP024128	3/3/2015	101003334	ECD-TRAVEL/TRAINING/SE	Duke ED Summit Parking and	79.32		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101003347	ECD-PROMOTIONS	Management Intelligence	178.78		
	Subtotal for Economic and Community Development						25,662.97		

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Fund No. Fund Name									
101	General								
ECD - Building									
VEN000513	DavisVision	APP023900	2/18/2015	101004119	BLDG-HEALTH AND DENTA	ins	29.56	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101004119	BLDG-HEALTH AND DENTA	ins	9.39	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101004332	BLDG-CELL/PAGERS/MOBIL	Cell phones	150.87	56194	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101004111	BLDG-SALARY	sal	6,051.51	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101004120	BLDG-FICA AND MEDICARE	fica	356.71	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101004120	BLDG-FICA AND MEDICARE	med	83.43	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101004121	BLDG-PERF	perf	859.31	102022515	2/26/2015
VEN000952	Indiana Association Of Building Officials	APP024071	3/2/2015	101004350	BLDG-SUBSCRIPTIONS/DUE	2015 dues	120.00		
Subtotal for ECD - Building							7,660.78		
Parks									
VEN000513	DavisVision	APP023900	2/18/2015	101005119	PARKS-HEALTH AND DENT	ins	15.84	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101005119	PARKS-HEALTH AND DENT	ins	12.52	56092	2/18/2015
VEN000381	Cherry Street Plaza LLC	APP023955	2/25/2015	101005366	PARKS-BUILDING LEASE	Westfield Parks and Rec Mon	1,630.35		
VEN000381	Cherry Street Plaza LLC	APP023955	2/25/2015	101005366	PARKS-BUILDING LEASE	Increase starting in March	49.43		
VEN002050	Verizon Wireless	APP023960	2/25/2015	101005332	PARKS-CELL/PAGERS/MOBI	Cell phones	133.32	56194	2/25/2015
VEN000589	Duke Energy	APP023962	2/25/2015	101005341	PARKS-ELECTRIC	Electric	1,058.19	56193	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101005111	PARKS-SALARY	sal	7,277.03	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101005120	PARKS-FICA AND MEDICAR	fica	447.61	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101005120	PARKS-FICA AND MEDICAR	med	104.68	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101005121	PARKS-PERF	perf	1,033.34	102022515	2/26/2015
VEN002016	UN Communications	APP024174	3/3/2015	101005333	PARKS-POSTAGE	Postage for Summer Grand G	2,317.18		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101005347	PARKS-PROMOTION	Management Intelligence	59.58		
Subtotal for Parks							14,139.07		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
	Informatics								
VEN000513	DavisVision	APP023900	2/18/2015	101007119	IT-HEALTH AND DENTAL	ins	78.12	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101007119	IT-HEALTH AND DENTAL	ins	21.91	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101007332	IT-CELLULAR/PAGERS/MOBI	Air Cards	4,725.91	56194	2/25/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones	1,242.84	56194	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101007111	IT-SALARY	sal	15,625.65	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101007120	IT-FICA AND MEDICARE	fica	919.88	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101007120	IT-FICA AND MEDICARE	med	215.14	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101007121	IT-PERF	perf	2,218.84	102022515	2/26/2015
VEN000053	Adxstudio Inc	APP024079	3/2/2015	101007331	IT-CONSULTING	Support services	7,000.00		
VEN000616	Egov Strategies	APP024080	3/2/2015	101007331	IT-CONSULTING	Website design and Dev-Wes	2,500.00		
VEN000882	HHPA	APP024081	3/2/2015	101007349	IT-SERVICES	Services for Jan	255.00		
VEN000348	CDW Government Inc	APP024082	3/2/2015	101007451	IT-COMPUTER/EQUIP	Rackfans	1,081.53		
VEN000348	CDW Government Inc	APP024082	3/2/2015	101007451	IT-COMPUTER/EQUIP	Networking	671.37		
VEN000132	Apparatus	APP024083	3/2/2015	101007331	IT-CONSULTING	Services for Feb	5,745.00		
VEN000348	CDW Government Inc	APP024127	3/3/2015	101007389	IT-SOFTWARE LICENSING		1,837.03		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101007347	IT-PROMOTION	Management Intelligence	104.28		
Subtotal for Informatics							44,242.50		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
Clerk Treasurer									
VEN000513	DavisVision	APP023900	2/18/2015	101008119	CT-HEALTH AND DENTAL	ins	65.98	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101008119	CT-HEALTH AND DENTAL	ins	18.78	56092	2/18/2015
VEN000847	Hamilton County Recorder	APP023913	2/19/2015	101008349	CT-SERVICES	recording bond	53.00	56093	2/19/2015
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	30,759.60	103021915	2/20/2015
VEN001537	Payroll	APP023954	2/25/2015	101008331	CT-CONSULTING	Processing charges for period	1,716.10	101022515	2/26/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101008332	CT-CELLULAR/PAGERS/MO	Cell phones	303.07	56194	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101008111	CT-SALARY	sal	14,749.45	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101008120	CT-FICA AND MEDICARE	fica	877.26	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101008120	CT-FICA AND MEDICARE	med	205.18	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101008121	CT-PERF	perf	1,729.12	102022515	2/26/2015
VEN000697	Finley and Cook	APP024035	2/26/2015	101008331	CT-CONSULTING	Bank Rec Services	5,663.75	56196	2/26/2015
VEN001537	Payroll	APP024065	3/2/2015	101008331	CT-CONSULTING	processing charges for period	1,668.20	101030315	3/3/2015
VEN000847	Hamilton County Recorder	APP024076	3/2/2015	101008349	CT-SERVICES	quit claim, easements	97.00		
VEN000837	Hamilton County Auditor Courthouse	APP024077	3/2/2015	101008349	CT-SERVICES	transfers	10.00		
VEN001637	Ray's Trash Service	APP024103	3/2/2015	101008349	CT-SERVICES	Cross shredder	38.85		
VEN001537	Payroll	APP024106	3/3/2015	101008331	CT-CONSULTING	Processing charges for period	597.60	102030315	3/3/2015
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101008347	CT-PROMOTIONS	Management Intelligence	89.38		
Subtotal for Clerk Treasurer							58,642.32		
Mayor									
VEN000513	DavisVision	APP023900	2/18/2015	101009119	MAYOR-HEALTH AND DENT	ins	12.14	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101009119	MAYOR-HEALTH AND DENT	ins	3.13	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101009332	MAYOR-CELL/PAGERS/MOBI	Cell phones	60.29	56194	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101009111	MAYOR-SALARY	sal	4,161.55	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101009120	MAYOR- FICA AND MEDICA	fica	253.36	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101009120	MAYOR- FICA AND MEDICA	med	59.25	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101009121	MAYOR-PERF	perf	590.94	102022515	2/26/2015
Subtotal for Mayor							5,140.66		

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Fund No. Fund Name									
101	General								
City Council									
VEN002050	Verizon Wireless	APP023960	2/25/2015	101010332	CITY COUNCIL-CELL/PAGER	Cell phones	372.64	56194	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	101010111	CITY COUNCIL-SALARY	sal	17,916.67	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101010120	CITY COUNCIL-FICA AND M	fica	1,045.62	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101010120	CITY COUNCIL-FICA AND M	med	244.55	102022515	2/26/2015
VEN000942	Imagery LLC	APP024034	2/26/2015	101010347	CITY COUNCIL-PROMOTION	Apparell	149.50		
VEN000476	Crossroads Of America Council	APP024158	3/3/2015	101010347	CITY COUNCIL-PROMOTION	Boy Scout breakfast	1,000.00		
Subtotal for City Council							20,728.98		
Public Works									
VEN000513	DavisVision	APP023900	2/18/2015	101013119	PW-HEALTH AND DENTAL	ins	364.74	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101013119	PW-HEALTH AND DENTAL	ins	109.55	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101013332	PW-CELLULAR/PAGERS/MO	Cell phones	2,137.16	56194	2/25/2015
VEN000589	Duke Energy	APP023962	2/25/2015	101013341	PW-ELECTRIC	Electric	4,316.50	56193	2/25/2015
VEN000345	Cave and Company Printing	APP023970	2/25/2015	101013223	PW-OFFICE SUPPLIES	Business cards for Trnian and	97.86		
VEN001537	Payroll	APP024004	2/25/2015	101013111	PW-SALARY	sal	64,054.37	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101013119	PW-HEALTH AND DENTAL	hsa	666.68	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101013120	PW-FICA AND MEDICARE	fica	3,738.80	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101013120	PW-FICA AND MEDICARE	med	874.39	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101013121	PW-PERF	perf	8,836.13	102022515	2/26/2015
VEN001586	Postmaster	APP024137	3/3/2015	101013333	PW-POSTAGE	Postage due account	50.00		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101013347	PW-PROMOTIONS	Management Intelligence	536.38		
Subtotal for Public Works							85,782.56		

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Fund No. Fund Name									
101	General								
Communications									
VEN000513	DavisVision	APP023900	2/18/2015	101020119	COMM-INSURANCE	ins	17.42	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101020119	COMM-INSURANCE	ins	6.26	56092	2/18/2015
VEN002016	UN Communications	APP023931	2/20/2015	101020333	COMM- POSTAGE	UN postage	2,471.15	56094	2/20/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101020332	COMM- CELL PHONES	Cell phones	150.87	56194	2/25/2015
VEN000949	IN.GOV	APP023974	2/25/2015	101020347	COMM-PROMOTIONS	New employee background ck	15.00		
VEN000942	Imagery LLC	APP023976	2/25/2015	101020347	COMM-PROMOTIONS	Monthly hosting fee Feb 2015	150.00		
VEN001537	Payroll	APP024004	2/25/2015	101020111	COMM-SALARY	sal	5,469.74	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101020120	COMM-FICA	fica	329.31	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101020120	COMM-FICA	med	77.01	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101020122	COMM-PERF	perf	558.23	102022515	2/26/2015
VEN000942	Imagery LLC	APP024148	3/3/2015	101020347	COMM-PROMOTIONS	Miniature soccer and baseball	494.02		
VEN002016	UN Communications	APP024149	3/3/2015	101020337	COMM-PRINTING	Your City Matters newsletter f	3,400.26		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101020347	COMM-PROMOTIONS	Management Intelligence	44.68		
Subtotal for Communications							13,183.95		
Customer Service									
VEN000513	DavisVision	APP023900	2/18/2015	101021119	CUST SERVICE- INSURANC	ins	53.84	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101021119	CUST SERVICE- INSURANC	ins	12.52	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	101021332	CUSTOMER SERV- CELL PH	Cell phones	60.80	56194	2/25/2015
VEN000949	IN.GOV	APP023974	2/25/2015	101021347	CUST SERV- PROMO	New employee background ck	15.00		
VEN000345	Cave and Company Printing	APP023975	2/25/2015	101021223	CUSTOMER SERV- OFFICE	Envelopes Cust Serv	324.00		
VEN001478	Office Team	APP024002	2/25/2015	101021111	CUST SERVICE- SAL	Temp employee for cust serv	449.75		
VEN001537	Payroll	APP024004	2/25/2015	101021111	CUST SERVICE- SAL	sal	8,849.57	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101021119	CUST SERVICE- INSURANC	hsa	166.68	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101021120	CUSTOMER SERV- FICA ME	fica	525.67	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101021120	CUSTOMER SERV- FICA ME	med	122.93	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101021121	CUSTOMER SERV- PERF	perf	1,256.64	102022515	2/26/2015
VEN003356	Workplace Dynamics	APP024175	3/3/2015	101021347	CUST SERV- PROMO	Management Intelligence	59.58		
Subtotal for Customer Service							11,896.98		

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Fund No. Fund Name									
101	General								
Human Resources									
VEN000513	DavisVision	APP023900	2/18/2015	101022119	HR- INSURANCE	ins	24.28	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	101022119	HR- INSURANCE	ins	6.26	56092	2/18/2015
VEN001537	Payroll	APP024004	2/25/2015	101022111	HR - SAL	sal	4,061.09	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101022120	HR- FICA MED	fica	242.20	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101022120	HR- FICA MED	med	56.64	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	101022121	HR - PERF	perf	576.68	102022515	2/26/2015
Subtotal for Human Resources							4,967.15		
Subtotal for Fund 101 General							470,922.66		
Fund No. Fund Name									
201	Motor Vehicle Highway (MVH)								
Clerk Treasurer									
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	11,887.41	103021915	2/20/2015
Subtotal for Clerk Treasurer							11,887.41		
Public Works									
VEN000589	Duke Energy	APP023962	2/25/2015	201013341	MVH-ELECTRIC	Electric	1,496.66	56193	2/25/2015
VEN000332	Cargill	APP023971	2/25/2015	201013231	MVH-SUBGRADE MATERIAL	Salt 2/13	1,877.98		
VEN000562	DLZ	APP023972	2/25/2015	201013349	MVH-SERVICES	Monon/Midland Loop Project	9,811.20		
VEN001671	Rieth-Riley Construction	APP023973	2/25/2015	201013378	MVH-STREET STRIPING	Group K Striping	0.00		
VEN000949	IN.GOV	APP023974	2/25/2015	201013349	MVH-SERVICES	Background checks and annu	126.00		
VEN001912	The Brickman Group	APP024129	3/3/2015	201013349	MVH-SERVICES	Snow event 2/1/15	3,809.00		
VEN000332	Cargill	APP024135	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/24	4,636.23		
VEN000332	Cargill	APP024135	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/20	12,657.79		
VEN000332	Cargill	APP024136	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/5	5,931.10		
VEN000332	Cargill	APP024136	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/19	1,572.84		
VEN000332	Cargill	APP024136	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/19	4,834.34		
VEN000332	Cargill	APP024136	3/3/2015	201013231	MVH-SUBGRADE MATERIAL	Shipped 2/19	8,166.14		
VEN001504	Paddacks Wrecker Service	APP024138	3/3/2015	201013349	MVH-SERVICES	Sterling Tandem Dump assist	350.00		
Subtotal for Public Works							55,269.28		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							67,156.69		

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Fund No. Fund Name									
202	Local Road and Street (LRS)								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	116.00	103021915	2/20/2015
	Subtotal for Clerk Treasurer						116.00		
	Public Works								
VEN000843	Hamilton County Highway Dept	APP023961	2/25/2015	202013472	LRS-EQUIPMENT	Our share of HCHD sign repla	23,709.61		
	Subtotal for Public Works						23,709.61		
Subtotal for Fund 202 Local Road and Street (LRS)							23,825.61		
Fund No. Fund Name									
203	Fire Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	7,182.09	103021915	2/20/2015
	Subtotal for Clerk Treasurer						7,182.09		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN000513	DavisVision	APP023900	2/18/2015	203012119	FIRE-HEALTH AND DENTAL	ins	762.20	56091	2/18/2015
VEN001250	Lincoln National Life Insurance Co	APP023901	2/18/2015	203012119	FIRE-HEALTH AND DENTAL	ins	225.36	56092	2/18/2015
VEN002050	Verizon Wireless	APP023960	2/25/2015	203012332	FIRE-CELL/PAGERS/MOBILE	Cell phones	834.59	56194	2/25/2015
VEN000589	Duke Energy	APP023962	2/25/2015	203012341	FIRE-ELECTRIC	Electric	3,932.50	56193	2/25/2015
VEN001537	Payroll	APP024004	2/25/2015	203012111	FIRE-SALARY	sal	173,527.43	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	203012120	FIRE-FICA AND MEDICARE	fica	10,243.09	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	203012120	FIRE-FICA AND MEDICARE	med	2,395.60	102022515	2/26/2015
VEN001537	Payroll	APP024004	2/25/2015	203012121	FIRE-PERF	perf	32,580.04	102022515	2/26/2015
VEN002048	Vectren	APP024050	2/26/2015	203012328	FIRE-GAS/HEAT	Sta 82	502.15	56197	2/27/2015
VEN002336	Citizens Westfield	APP024143	3/3/2015	203012342	FIRE-WATER/SEWER	Fire Line Charges	84.50		
VEN000935	IDville	APP024160	3/3/2015	203012223	FIRE-OFFICE SUPPLIES		679.00		
VEN003418	International Assoc of Arson Investigator	APP024161	3/3/2015	203012350	FIRE-SUBSCRIPTIONS/DUE		480.00		
VEN000644	Enviro-max Inc	APP024162	3/3/2015	203012343	FIRE-BUILDING MAINTENAN		794.71		
VEN001135	Jones and Bartlett Learning LLC	APP024163	3/3/2015	203012334	FIRE-TRAVEL/TRAINING/SE		36.00		
VEN001637	Ray's Trash Service	APP024164	3/3/2015	203012349	FIRE-SERVICES		33.30		
VEN001935	The Overhead Door Co.	APP024165	3/3/2015	203012343	FIRE-BUILDING MAINTENAN		164.97		
VEN001615	Public Safety Medical Services	APP024166	3/3/2015	203012354	FIRE-MEDICAL EXAMS/TEST		81.58		
VEN000575	Donley Safety	APP024167	3/3/2015	203012472	FIRE-EQUIP		499.93		
VEN000345	Cave and Company Printing	APP024169	3/3/2015	203012337	FIRE-PRINTING		27.76		
VEN000903	Hoosier Fire Equipment	APP024171	3/3/2015	203012472	FIRE-EQUIP		2,766.22		
VEN002336	Citizens Westfield	APP024173	3/3/2015	203012342	FIRE-WATER/SEWER	Sta 82	189.61		
VEN002336	Citizens Westfield	APP024173	3/3/2015	203012342	FIRE-WATER/SEWER	Sta 83	360.69		
VEN002336	Citizens Westfield	APP024173	3/3/2015	203012342	FIRE-WATER/SEWER	Sta 83	98.95		
VEN003356	Workplace Dynamics	APP024175	3/3/2015	203012347	FIRE-PROMOTIONS	Management Intelligence	1,102.58		
VEN002336	Citizens Westfield	APP024176	3/3/2015	203012342	FIRE-WATER/SEWER		254.68		
Subtotal for Fire							232,657.44		
Subtotal for Fund 203 Fire Operating							239,839.53		

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Fund No.	Fund Name								
204	Park Impact								
	Public Works								
VEN003048	Linnaea Tillett Lighting Design	APP024013	2/25/2015	204005349	PARK IMPACT-SERVICES	Westfield Trail Lighting Desig	6,426.57		
VEN002019	United Consulting Engineers	APP024031	2/26/2015	204005349	PARK IMPACT-SERVICES	Capital Project Consulting - C	1,841.50		
	Subtotal for Public Works						8,268.07		
	Subtotal for Fund 204 Park Impact						8,268.07		
Fund No.	Fund Name								
206	Parks Programming/Events								
	Parks								
VEN002598	Creative Escape Inc	APP024154	3/3/2015	206005349	PARKS PROGRAM/SERVICE	Paint A Story Class for Febru	100.00		
VEN003127	Milestone Talent Group	APP024155	3/3/2015	206005349	PARKS PROGRAM/SERVICE	Fundamentals of Acting (ages	159.00		
VEN002270	Midwest Taekwondo Academy	APP024156	3/3/2015	206005349	PARKS PROGRAM/SERVICE	February Taekwondo	258.00		
VEN002924	Marilyn S Todd	APP024157	3/3/2015	206005349	PARKS PROGRAM/SERVICE	Paint a Winter Moon on Canv	50.00		
VEN002924	Marilyn S Todd	APP024157	3/3/2015	206005349	PARKS PROGRAM/SERVICE	Paint a Winter Moon on Canv	50.00		
VEN001159	Kathleen Marsh	APP024159	3/3/2015	206005349	PARKS PROGRAM/SERVICE	Number of enrollee's for Feb.	60.00		
	Subtotal for Parks						677.00		
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	305.55	103021915	2/20/2015
	Subtotal for Clerk Treasurer						305.55		
	Subtotal for Fund 206 Parks Programming/Events						982.55		
Fund No.	Fund Name								
239	Law Enforcement								
	Police								
VEN003412	Power5DMS	APP024146	3/3/2015	239002334	LAW ENFORCEMENT-TRAV	Basic Service Package, Subs	9,399.59		
	Subtotal for Police						9,399.59		
	Subtotal for Fund 239 Law Enforcement						9,399.59		
Fund No.	Fund Name								
268	Emergency Medical and Equip								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	96.27	103021915	2/20/2015
	Subtotal for Clerk Treasurer						96.27		

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Fund No.	Fund Name								
268	Emergency Medical and Equip								
	Fire								
VEN000403	Ciproms Inc	APP024168	3/3/2015	268012349	EMS-SERVICES		1,843.37		
VEN000065	Airgas Mid America	APP024170	3/3/2015	268012224	EMS-OPERATING SUPPLIES		50.00		
VEN000266	Bound Tree Medical	APP024172	3/3/2015	268012224	EMS-OPERATING SUPPLIES		1,062.46		
	Subtotal for Fire						2,955.83		
	Subtotal for Fund 268 Emergency Medical and Equip						3,052.10		
Fund No.	Fund Name								
269	Training Facility Center								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	222.85	103021915	2/20/2015
	Subtotal for Clerk Treasurer						222.85		
	Public Safety (Police and Fire)								
VEN000405	Citizens Energy Group	APP024027	2/26/2015	269014342	TRAINING FAC-WATER/SE	Training Facility Water	27.89	56195	2/26/2015
VEN000589	Duke Energy	APP024126	3/3/2015	269014341	TRAINING FAC-ELECTRIC	Training Facility	323.38		
	Subtotal for Public Safety (Police and Fire)						351.27		
	Subtotal for Fund 269 Training Facility Center						574.12		
Fund No.	Fund Name								
309	Eagletown TIF								
	RDC								
VEN002225	Butler Fairman and Seufert Inc	APP023963	2/25/2015	309018349	EAGLETOWN TIF SERVICES	Ditch Road Extension (SR 32	9,459.10		
VEN002225	Butler Fairman and Seufert Inc	APP023963	2/25/2015	309018349	EAGLETOWN TIF SERVICES	ROW Services and CN activit	2,494.90		
	Subtotal for RDC						11,954.00		
	Subtotal for Fund 309 Eagletown TIF						11,954.00		
Fund No.	Fund Name								
313	2012 and 2013 COIT BAN Construction								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	6,047.34	103021915	2/20/2015
	Subtotal for Clerk Treasurer						6,047.34		

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Fund No. Fund Name									
313	2012 and 2013 COIT BAN Construction								
	Grand Park								
VEN000437	Commercial Irrigation and Turf	APP023959	2/25/2015	313015474	2012-13 COIT BAN-CONSTR	CITI PH04 Retainage	21,600.00		
VEN002096	West Coast Netting Inc	APP024066	3/2/2015	313015474	2012-13 COIT BAN-CONSTR	Baseball Netting	66,100.00		
VEN002096	West Coast Netting Inc	APP024066	3/2/2015	313015474	2012-13 COIT BAN-CONSTR	Baseball Netting CO#02	5,522.25		
VEN002096	West Coast Netting Inc	APP024066	3/2/2015	313015474	2012-13 COIT BAN-CONSTR	Baseball Netting CO#03	5,237.00		
	Subtotal for Grand Park						98,459.25		
	Subtotal for Fund 313 2012 and 2013 COIT BAN Construction						104,506.59		
Fund No. Fund Name									
314	2012 and 2013 COIT BAN Interest Ph II								
	Clerk Treasurer								
VEN001652	Regions Bank	APP024147	3/3/2015	314008381	2012-13 COIT BAN-INTERES	coit ban 2013	313,750.00		
	Subtotal for Clerk Treasurer						313,750.00		
	Subtotal for Fund 314 2012 and 2013 COIT BAN Interest Ph II						313,750.00		
Fund No. Fund Name									
640	Sports Campus Operating								
	Clerk Treasurer								
VEN001142	JP Morgan Chase	APP023938	2/19/2015	101965	PCARD PAYABLE	closing 01-31-14	625.00	103021915	2/20/2015
	Subtotal for Clerk Treasurer						625.00		
	Grand Park								
VEN002228	Indiana Sports Properties	APP024003	2/25/2015	640015349	SPORTS CAMPUS-SERVICE	Jan Monthly management fee	21,500.00	1079	2/25/2015
	Subtotal for Grand Park						21,500.00		
	Subtotal for Fund 640 Sports Campus Operating						22,125.00		

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Fund No. Fund Name									
651 Infrastructure Improv									
Public Works									
VEN002038	USI Consultants, Inc	APP023958	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Replaces PO2277/can not fin	11,170.00		
VEN002019	United Consulting Engineers	APP023964	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Monon Trail over SR 32 and T	1,770.00		
VEN000562	DLZ	APP023968	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Monon Phase 6 and 7 Prelimi	81,585.00		
VEN000562	DLZ	APP023969	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Replaces PO2094/Monon Tri	10,495.00		
VEN001671	Rieth-Riley Construction	APP023973	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Group A 2014 Fall Resurfacin	4,400.20		
VEN001671	Rieth-Riley Construction	APP023973	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Group C 2014 Fall Resurfacin	620.01		
VEN003324	Flatland Resources LLC	APP023977	2/25/2015	651013474	INFRASTRUCTURE IMPRO	Mill St. Riparian Design	15,200.00		
VEN000535	Delta Services	APP024019	2/26/2015	651013474	INFRASTRUCTURE IMPRO	Mill St. Home Asbestos Testin	1,900.00		
VEN003321	United Infrastructure LLC	APP024067	3/2/2015	651013474	INFRASTRUCTURE IMPRO	Erosion Control at Mill St. Tre	980.00		
VEN000562	DLZ	APP024072	3/2/2015	651013474	INFRASTRUCTURE IMPRO	Monon Phase 6 and 7 Prelimi	55,291.60		
VEN000562	DLZ	APP024073	3/2/2015	651013474	INFRASTRUCTURE IMPRO	Replaces PO2094/Monon Tri	7,075.00		
VEN003416	New Cingular Wireless PCS LLC	APP024123	3/3/2015	651013474	INFRASTRUCTURE IMPRO	Midland Trace Trail Parcel 1	6,200.00		
VEN003417	Michael D Wilcox	APP024124	3/3/2015	651013474	INFRASTRUCTURE IMPRO	Westfield Trail Connectors pa	19,100.00		
VEN003408	Denver Frazee	APP024130	3/3/2015	651013474	INFRASTRUCTURE IMPRO	Parcel 6 Westfield Trail Conn	4,510.00		
VEN003410	Brian Ayer	APP024131	3/3/2015	651013474	INFRASTRUCTURE IMPRO	131 W Park St Commi land M	1,500.00		
VEN001273	M G Gerdenich II	APP024132	3/3/2015	651013474	INFRASTRUCTURE IMPRO	131 W Park St commi land Mi	1,500.00		
VEN002849	Jeffrey S Juday	APP024133	3/3/2015	651013474	INFRASTRUCTURE IMPRO	131 W Park Street Commi lan	1,500.00		
VEN002842	Precision Concrete Inc	APP024134	3/3/2015	651013474	INFRASTRUCTURE IMPRO	Westfield Farms HOA sidewa	26,367.00		
Subtotal for Public Works							251,163.81		
Subtotal for Fund 651 Infrastructure Improv							251,163.81		

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Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000163	Aul Retirement	APP023946	2/24/2015	701008931	PAYROLL-401A MATCHING-	Loan payments	4,345.45	101022415	2/24/2015
VEN000163	Aul Retirement	APP023947	2/24/2015	701008931	PAYROLL-401A MATCHING-	Employee Contributions	11,715.63	102022415	2/24/2015
VEN000948	IN Family and Social Services Admin	APP023948	2/24/2015	701008140	PAYROLL-SUPPORT WITHH	Child Support	2,222.42	103022415	2/24/2015
VEN000920	Huntington National Bank	APP024006	2/25/2015	701008131	PAYROLL-EMPLOYER'S FIC	fica	28,013.55	105022515	2/25/2015
VEN000920	Huntington National Bank	APP024006	2/25/2015	701008132	PAYROLL-EMPLOYER'S ME	med	6,551.56	105022515	2/25/2015
VEN000920	Huntington National Bank	APP024006	2/25/2015	701008921	PAYROLL-FEDERAL WITHH	fed	53,079.23	105022515	2/25/2015
VEN000920	Huntington National Bank	APP024006	2/25/2015	701008922	PAYROLL-EMPLOYEE FICA	med	6,551.54	105022515	2/25/2015
VEN000920	Huntington National Bank	APP024006	2/25/2015	701008922	PAYROLL-EMPLOYEE FICA	fica	28,013.54	105022515	2/25/2015
VEN000959	Indiana Dept Of Revenue	APP024007	2/25/2015	701008923	PAYROLL-STATE WITHHOL	state	14,285.01	104022515	2/25/2015
VEN000959	Indiana Dept Of Revenue	APP024007	2/25/2015	701008923	PAYROLL-STATE WITHHOL	coit	4,779.91	104022515	2/25/2015
VEN000703	Fire Fighters Credit Union	APP024008	2/25/2015	701008141	PAYROLL-UNION DUES	union dues	1,924.67	16307	2/25/2015
VEN001864	Supporting heroes	APP024009	2/25/2015	701008991	PAYROLL-MISC	contributions	125.50	16310	2/25/2015
VEN001583	Police and Firemen's Insurance	APP024010	2/25/2015	701008930	PAYROLL-INS. DED	ins	66.89	16309	2/25/2015
VEN002177	Indiana Members Credit Union	APP024011	2/25/2015	701008930	PAYROLL-INS. DED	hsa	1,333.36	16308	2/25/2015
VEN001537	Payroll	APP024012	2/25/2015	701008110	PAYROLL-NET SALARIES	net sal	327,786.52	103022515	2/25/2015
VEN000008	77 Police and Fire Fund	APP024064	3/2/2015	701008133	PAYROLL-PERF	non civilian perf	48,303.61	101030215	3/3/2015
VEN001550	PERF	APP024078	3/2/2015	701008133	PAYROLL-PERF	civilian perf	36,330.27	102030215	3/3/2015
Subtotal for Clerk Treasurer							575,428.66		
Subtotal for Fund 701 Payroll							575,428.66		

Fund No. Fund Name

900 Stormwater

Stormwater									
VEN003338	William and Rita Collins	APP023983	2/25/2015	900016370	STORMWATER-REFUND		5.78		
VEN002949	Robert Dee	APP023984	2/25/2015	900016370	STORMWATER-REFUND	OP	28.09		
VEN002950	Justin Siurek	APP023985	2/25/2015	900016370	STORMWATER-REFUND		3.58		
VEN002960	Derek and Cherie Cook	APP023986	2/25/2015	900016370	STORMWATER-REFUND		38.77		
VEN003332	Sharon Kirk	APP023987	2/25/2015	900016370	STORMWATER-REFUND		7.24		
VEN003339	Todd Brinker	APP023988	2/25/2015	900016370	STORMWATER-REFUND		4.36		
VEN003340	V N Kapur	APP023989	2/25/2015	900016370	STORMWATER-REFUND		4.31		
VEN003341	Khupulo Mukwen	APP023990	2/25/2015	900016370	STORMWATER-REFUND		41.17		
VEN003342	Andrew Baird	APP023991	2/25/2015	900016370	STORMWATER-REFUND		2.93		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
VEN003343	Anthony Birsfield	APP023992	2/25/2015	900016370	STORMWATER-REFUND	OP	214.41		
VEN003344	Sangram Singh	APP023993	2/25/2015	900016370	STORMWATER-REFUND		4.13		
VEN003345	Jian Chen	APP023994	2/25/2015	900016370	STORMWATER-REFUND		5.50		
VEN003348	Marietta and Ken Stalcup	APP023996	2/25/2015	900016370	STORMWATER-REFUND		3.63		
VEN003349	Lindsay Newton	APP023997	2/25/2015	900016370	STORMWATER-REFUND		5.14		
VEN003350	Eric Cooper	APP023998	2/25/2015	900016370	STORMWATER-REFUND		9.69		
VEN003351	David Speicher	APP023999	2/25/2015	900016370	STORMWATER-REFUND		2.93		
VEN003355	Chirag Amin	APP024000	2/25/2015	900016370	STORMWATER-REFUND		6.33		
VEN003354	Charan Ahluwalia	APP024001	2/25/2015	900016370	STORMWATER-REFUND		249.71		
VEN001537	Payroll	APP024005	2/25/2015	900016111	STORM-SALARY	sal	2,325.63	100022615	2/26/2015
VEN001537	Payroll	APP024005	2/25/2015	900016120	STORM-FICA AND MEDICAR	fica	144.19	100022615	2/26/2015
VEN001537	Payroll	APP024005	2/25/2015	900016120	STORM-FICA AND MEDICAR	med	33.72	100022615	2/26/2015
VEN001537	Payroll	APP024005	2/25/2015	900016121	STORM-PERF	perf	330.24	100022615	2/26/2015
VEN003388	Judith Carrell	APP024084	3/2/2015	900016370	STORMWATER-REFUND		2.93		
VEN003389	Troy Holwerda	APP024085	3/2/2015	900016370	STORMWATER-REFUND		2.93		
VEN003390	Richard Fitzgerald	APP024086	3/2/2015	900016370	STORMWATER-REFUND		50.06		
VEN003392	Manuel Vega	APP024087	3/2/2015	900016370	STORMWATER-REFUND		3.30		
VEN003393	Sam Adili	APP024088	3/2/2015	900016370	STORMWATER-REFUND		2.84		
VEN003394	Sara Freeman	APP024089	3/2/2015	900016370	STORMWATER-REFUND		2.93		
VEN003395	Christine Bennett	APP024090	3/2/2015	900016370	STORMWATER-REFUND		2.29		
VEN003396	Chelsea Budd	APP024091	3/2/2015	900016370	STORMWATER-REFUND		2.66		
VEN003397	Randy Jones	APP024092	3/2/2015	900016370	STORMWATER-REFUND		4.18		
VEN003398	Jenna Hoffman	APP024093	3/2/2015	900016370	STORMWATER-REFUND		3.30		
VEN003399	Gary Donovan	APP024094	3/2/2015	900016370	STORMWATER-REFUND		2.93		
VEN003400	Adam Hammack	APP024095	3/2/2015	900016370	STORMWATER-REFUND		3.18		
VEN003401	Phillip Lewis	APP024096	3/2/2015	900016370	STORMWATER-REFUND		2.66		
VEN003402	Nadejda Dondenco	APP024097	3/2/2015	900016370	STORMWATER-REFUND		2.57		
VEN003403	Kelleen Kennedy	APP024098	3/2/2015	900016370	STORMWATER-REFUND		3.85		
VEN003404	Debbie Buess	APP024099	3/2/2015	900016370	STORMWATER-REFUND		3.85		
VEN003405	Laura Cotton	APP024100	3/2/2015	900016370	STORMWATER-REFUND		6.00		
VEN003391	Greg Chip	APP024101	3/2/2015	900016370	STORMWATER-REFUND		53.00		
VEN003407	Scott Bennett	APP024102	3/2/2015	900016370	STORMWATER-REFUND		701.81		

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Fund No. Fund Name										
900	Stormwater									
	Stormwater									
VEN003415	Barbara Roberts	APP024125	3/3/2015	900016370	STORMWATER-REFUND		74.73			
	Subtotal for Stormwater							4,403.48		
Subtotal for Fund 900 Stormwater							4,403.48			
Fund No. Fund Name										
950	Trash									
	Trash									
VEN001637	Ray's Trash Service	APP023957	2/25/2015	950017851	TRASH-RES QRTLY FEE CO	January payments	248,547.57	35535	2/25/2015	
VEN001637	Ray's Trash Service	APP023957	2/25/2015	950017851	TRASH-RES QRTLY FEE CO	January OP	16,289.27	35535	2/25/2015	
VEN001637	Ray's Trash Service	APP023957	2/25/2015	950017851	TRASH-RES QRTLY FEE CO	OP 2014	16,725.13	35535	2/25/2015	
VEN003338	William and Rita Collins	APP023983	2/25/2015	950017349	TRASH-ADM SERVICES		1.13			
VEN003338	William and Rita Collins	APP023983	2/25/2015	950017370	TRASH-REFUND		23.31			
VEN002950	Justin Siurek	APP023985	2/25/2015	950017349	TRASH-ADM SERVICES		0.70			
VEN002950	Justin Siurek	APP023985	2/25/2015	950017370	TRASH-REFUND		14.43			
VEN002960	Derek and Cherie Cook	APP023986	2/25/2015	950017349	TRASH-ADM SERVICES		0.56			
VEN002960	Derek and Cherie Cook	APP023986	2/25/2015	950017370	TRASH-REFUND		11.47			
VEN003332	Sharon Kirk	APP023987	2/25/2015	950017349	TRASH-ADM SERVICES		0.58			
VEN003332	Sharon Kirk	APP023987	2/25/2015	950017370	TRASH-REFUND		11.84			
VEN003339	Todd Brinker	APP023988	2/25/2015	950017349	TRASH-ADM SERVICES		0.77			
VEN003339	Todd Brinker	APP023988	2/25/2015	950017370	TRASH-REFUND		15.91			
VEN003340	V N Kapur	APP023989	2/25/2015	950017349	TRASH-ADM SERVICES		0.85			
VEN003340	V N Kapur	APP023989	2/25/2015	950017370	TRASH-REFUND		17.39			
VEN003341	Khupulo Mukwen	APP023990	2/25/2015	950017349	TRASH-ADM SERVICES		0.02			
VEN003341	Khupulo Mukwen	APP023990	2/25/2015	950017370	TRASH-REFUND		0.37			
VEN003342	Andrew Baird	APP023991	2/25/2015	950017349	TRASH-ADM SERVICES		0.58			
VEN003342	Andrew Baird	APP023991	2/25/2015	950017370	TRASH-REFUND		11.84			
VEN003343	Anthony Birsfield	APP023992	2/25/2015	950017349	TRASH-ADM SERVICES		0.02			
VEN003343	Anthony Birsfield	APP023992	2/25/2015	950017370	TRASH-REFUND		0.37			
VEN003344	Sangram Singh	APP023993	2/25/2015	950017349	TRASH-ADM SERVICES		0.81			
VEN003344	Sangram Singh	APP023993	2/25/2015	950017370	TRASH-REFUND		16.65			
VEN003345	Jian Chen	APP023994	2/25/2015	950017349	TRASH-ADM SERVICES		1.08			
VEN003345	Jian Chen	APP023994	2/25/2015	950017370	TRASH-REFUND		22.20			

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
950	Trash								
	Trash								
VEN003347	Thomas Huckstep	APP023995	2/25/2015	950017349	TRASH-ADM SERVICES		4.24		
VEN003347	Thomas Huckstep	APP023995	2/25/2015	950017370	TRASH-REFUND		14.25		
VEN003348	Marietta and Ken Stalcup	APP023996	2/25/2015	950017349	TRASH-ADM SERVICES		0.92		
VEN003348	Marietta and Ken Stalcup	APP023996	2/25/2015	950017370	TRASH-REFUND		15.75		
VEN003349	Lindsey Newton	APP023997	2/25/2015	950017349	TRASH-ADM SERVICES		1.01		
VEN003349	Lindsey Newton	APP023997	2/25/2015	950017370	TRASH-REFUND		20.11		
VEN003350	Eric Cooper	APP023998	2/25/2015	950017349	TRASH-ADM SERVICES		1.05		
VEN003350	Eric Cooper	APP023998	2/25/2015	950017370	TRASH-REFUND		21.66		
VEN003351	David Speicher	APP023999	2/25/2015	950017349	TRASH-ADM SERVICES		0.58		
VEN003351	David Speicher	APP023999	2/25/2015	950017370	TRASH-REFUND		11.84		
VEN003355	Chirag Amin	APP024000	2/25/2015	950017349	TRASH-ADM SERVICES		1.24		
VEN003355	Chirag Amin	APP024000	2/25/2015	950017370	TRASH-REFUND		25.54		
VEN001637	Ray's Trash Service	APP024070	3/2/2015	950017851	TRASH-RES QRTLTY FEE CO		97,193.83		
VEN003388	Judith Carrell	APP024084	3/2/2015	950017349	TRASH-ADM SERVICES		0.58		
VEN003388	Judith Carrell	APP024084	3/2/2015	950017370	TRASH-REFUND		11.84		
VEN003389	Troy Holwerda	APP024085	3/2/2015	950017349	TRASH-ADM SERVICES		0.58		
VEN003389	Troy Holwerda	APP024085	3/2/2015	950017370	TRASH-REFUND		11.84		
VEN003390	Richard Fitzgerald	APP024086	3/2/2015	950017349	TRASH-ADM SERVICES		0.50		
VEN003390	Richard Fitzgerald	APP024086	3/2/2015	950017370	TRASH-REFUND		10.36		
VEN003392	Manuel Vega	APP024087	3/2/2015	950017349	TRASH-ADM SERVICES		0.65		
VEN003392	Manuel Vega	APP024087	3/2/2015	950017370	TRASH-REFUND		13.32		
VEN003393	Sam Adili	APP024088	3/2/2015	950017349	TRASH-ADM SERVICES		0.56		
VEN003393	Sam Adili	APP024088	3/2/2015	950017370	TRASH-REFUND		11.47		
VEN003394	Sara Freeman	APP024089	3/2/2015	950017349	TRASH-ADM SERVICES		0.58		
VEN003394	Sara Freeman	APP024089	3/2/2015	950017370	TRASH-REFUND		11.84		
VEN003395	Christine Bennett	APP024090	3/2/2015	950017349	TRASH-ADM SERVICES		0.45		
VEN003395	Christine Bennett	APP024090	3/2/2015	950017370	TRASH-REFUND		9.25		
VEN003396	Chelsea Budd	APP024091	3/2/2015	950017349	TRASH-ADM SERVICES		0.52		
VEN003396	Chelsea Budd	APP024091	3/2/2015	950017370	TRASH-REFUND		10.73		
VEN003397	Randy Jones	APP024092	3/2/2015	950017349	TRASH-ADM SERVICES		0.74		
VEN003397	Randy Jones	APP024092	3/2/2015	950017370	TRASH-REFUND		15.17		
VEN003398	Jenna Hoffman	APP024093	3/2/2015	950017349	TRASH-ADM SERVICES		0.65		

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Fund No. Fund Name									
950	Trash								
	Trash								
VEN003398	Jenna Hoffman	APP024093	3/2/2015	950017370	TRASH-REFUND		13.32		
VEN003399	Gary Donovan	APP024094	3/2/2015	950017349	TRASH-ADM SERVICES		0.58		
VEN003399	Gary Donovan	APP024094	3/2/2015	950017370	TRASH-REFUND		11.84		
VEN003400	Adam Hammack	APP024095	3/2/2015	950017349	TRASH-ADM SERVICES		0.54		
VEN003400	Adam Hammack	APP024095	3/2/2015	950017370	TRASH-REFUND		11.10		
VEN003401	Phillip Lewis	APP024096	3/2/2015	950017349	TRASH-ADM SERVICES		0.52		
VEN003401	Phillip Lewis	APP024096	3/2/2015	950017370	TRASH-REFUND		10.73		
VEN003402	Nadejda Dondenco	APP024097	3/2/2015	950017349	TRASH-ADM SERVICES		0.50		
VEN003402	Nadejda Dondenco	APP024097	3/2/2015	950017370	TRASH-REFUND		10.36		
VEN003403	Kelleen Kennedy	APP024098	3/2/2015	950017349	TRASH-ADM SERVICES		0.76		
VEN003403	Kelleen Kennedy	APP024098	3/2/2015	950017370	TRASH-REFUND		15.54		
VEN003404	Debbie Buess	APP024099	3/2/2015	950017349	TRASH-ADM SERVICES		0.76		
VEN003404	Debbie Buess	APP024099	3/2/2015	950017370	TRASH-REFUND		15.54		
VEN003405	Laura Cotton	APP024100	3/2/2015	950017349	TRASH-ADM SERVICES		1.18		
VEN003405	Laura Cotton	APP024100	3/2/2015	950017370	TRASH-REFUND		24.10		
Subtotal for Trash							379,255.87		
Subtotal for Fund 950 Trash							379,255.87		
Posted Invoices Total							2,486,608.33		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
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Credit Memo Total

Westfield City Council February 23, 2015

The Westfield City Council met in Special Session Monday February 23, 2015 at the Westfield City Hall. Members present were Chuck Lehman, Jim Ake, Steve Hoover, Bob Smith, Bob Horkay, Cindy Spoljaric and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard, Mayor Andy Cook and representing Legal Counsel Brian Zaiger.

Mayor Cook called the meeting to order at 7:00 p.m.

President Lehman stated there has been a change to the Agenda. Ordinance 15-03 has been tabled to a future meeting.

Approval of Minutes:

Jim Ake made a motion to approve February 9, 2015 minutes as amended. Cindy Spoljaric seconded. Vote: Yes-6; No-0; Abstain -1 (B. Smith) Motion carries.

Guest:

Joe Plankis commented on what a good job our Police and Fire Departments have done and continue to do.

Claims:

Jim Ake made a motion to approve the claims as presented. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations

Miscellaneous Business: Police Department Update

Police Chief Joel Rush gave a brief Department 2014 update.

Old Business:

Ordinance 14-53: Pawnshop Ordinance

Council Introduction – November 10, 2014

Adoption Consideration – February 23, 2015

Council asked questions of Chief Rush regarding this Ordinance. There were Council comments and discussion.

Bob Smith stated he would follow up on some of the questions presented tonight for clarification and return to the Council with answers for the March meeting.

Ordinance 15-03: Amendment to Ordinance 06-52: WPWD Erosion Control Inspection Fee

Council Introduction: February 9, 2015

Adoption Consideration: February 23, 2015

Continued to Future Meeting

Ordinance 15-02: Approval of Grand Park Indoor Athletic Facilities Lease

Council Introduction- January 26, 2015

Public Hearing- February 9, 2015

Adoption Consideration – TABLED

Council Response to Public Hearing Questions- February 23, 2015

Adoption Consideration – February 23, 2015

President Lehman stated all documents and transcriptions are on the city website and issuu.com.

Jim Ake commented thanking everyone for their comments, questions, and discussions on the topic.

Bob Horkay commented he appreciated all the time put in by everyone involved.

Cindy Spoljaric commented that she hoped communications would be improved within the Community and looks forward to seeing this happen.

Steve Hoover commented, thanking the Community for their concerns. He stated it is his job to represent the entire community in the best way he can.

Bob Smith commented on the time and effort spent on this issue, and thanked all involved for their work in trying to reach a decision.

President Lehman handed the gavel to Vice President Ake and took the floor stating; please see attached.

Vice President Ake asked for a motion and being none, handed the gavel back to President Lehman to continue with the meeting.

New Business:

Resolution 15-111: Pre-Disaster Multi-Hazard Mitigation Plan

Adoption Consideration – February 23, 2015

Fire Chief Joe Lyons presented this item stating this is the required Resolution that needs to be adopted in order for the City to claim Federal Funding in case of a disaster.

Bob Smith made a motion to approve resolution 15-111 as presented. Steve Hoover seconded. Vote: Yes-7; no-0. Motion carries.

CITY COUNCIL COMMENTS:

Jim Ake commented on the Fire Fighters Pancake Breakfast on Saturday

Chuck Lehman noted the Chamber luncheon this Thursday at Bridgewater with discussions of the future plans of Grand Junction

MAYOR COMMENTS

Fire Department raised \$660.00 for Relay for Life at Saturday's Pancake Breakfast

We Connect helping with communications within the community

Westfield Welcomes Wednesdays joins with the Chamber to highlight local area businesses.

With no further business the meeting was adjourned at 7:56 p.m.

Clerk-Treasurer

President

Comments made at the City of Westfield council meeting Feb 23, 2015

The need to include an indoor facility as an integral part of the Grand Park Sports Complex was identified in the original findings of the exploratory committee beginning back in 2007. This need is further validated by the tens of millions of investment dollars that had been committed to when the construction of the indoor complex begins. After nearly a year of continuous & intense efforts to seek the best option to meet our needs, this council approved several ordinances back in October to make it all happen. That process set in motion a plan that would have delivered both immediate and long term benefits to all concerned. However, the negative response of one individual has set into motion a process aimed to deliberately disrupt, or totally stop the project. That single action has proven to be extremely harmful in many ways and the negative economic impact alone has escalated to over \$30 million of direct investment losses. Hundreds of immediate jobs have been eliminated and longer term employment opportunities will not be created. Many additional pending commitments from other developments are now on hold. The total investment loss to our community could easily exceed one hundred million dollars by the end of this year.

Considering all the facts & details from the past months and years, I am still totally committed to supporting the efforts taken to add the indoor facility. It further assures the success of the Grand Park sports campus.

However, in light of the recent court proceedings that have occurred because of an individual action, it's my responsibility to respect both the process and the timetable that has been set forth by the judge in this matter.

Meanwhile, it appears there are no winners for any individual, or for our community – in this situation everyone loses.

Chuck Lehman

Westfield, IN 46072

ORDINANCE 14-53

AN ORDINANCE OF THE CITY OF WESTFIELD INDIANA GOVERNING PAWNSHOPS, SECONDHAND DEALERS, METAL RECYCLING ENTITIES & SECONDHAND METAL DEALERS

WHEREAS, pawnshops, secondhand dealers, metal recycling entities and secondhand metal dealers ("Secondhand Entity" or collectively, "Secondhand Entities") operate throughout central Indiana;

WHEREAS, the City of Westfield, Indiana ("Westfield") recognizes the business concerns of Secondhand Entities while also seeking to protect Westfield' citizens from perpetrators of crimes involving personal property;

WHEREAS, perpetrators of crimes involving personal property often attempt to sell stolen property to Secondhand Entities;

WHEREAS, Westfield desires to afford the Westfield Police Department ("Police Department") every lawful means to combat, prevent and investigate crimes involving personal property; and

WHEREAS, to help combat crimes involving personal property, it is necessary for Westfield to adopt an ordinance governing Secondhand Entities.

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

Section 1. Applicability. This ordinance applies to the owner or operator of any Secondhand Entity as defined herein. For purposes of this ordinance, the term Secondhand Entity does not include:

- (A) not-for-profit charitable organizations that
 - i. do not pay cash for acceptance of secondhand personal property; and
 - ii. utilize second-hand, or personal property in furtherance of the charity's or not-for-profit's mission.
- (B) retail stores that exclusively trade or purchase sporting goods and sports-related equipment.
- (C) retail stores that exclusively trade or purchase clothing.

Section 2. Registration, Fee and Bond. The owner or operator of any Secondhand Entity shall register with the Police Department; pay a registration fee of

fifty dollars (\$50.00) and execute a bond payable to Westfield in the penal sum of one thousand dollars (\$1,000.00) with good and sufficient surety, to be approved by the Police Department and conditioned on the applicant agreeing to faithfully observe and conform to all Westfield regulations and requirements governing Secondhand Entities (collectively, "Registration Requirements").

Section 3. License Requirement. No person, firm, corporation, partnership or association shall engage or continue to own or operate a Secondhand Entity except as authorized by this ordinance without having first satisfying the Registration Requirements.

Section 4. Definitions.

- A. Secondhand Entity or Secondhand Entities. Any pawnshop, secondhand dealer, metal recycling entity, secondhand metal dealer or valuable metal dealer, except as set forth in Section 1.
- B. Person. Any individual, firm, corporation, limited liability company, or partnership.
- C. Metal Recycling Entity. Any person who from a fixed location engages in the business of utilizing machinery or equipment for the processing of or manufacturing of iron, steel, or nonferrous metallic scrap and whose principal product is scrap iron, scrap steel or nonferrous metallic scrap for re-melting purposes.
- D. Secondhand Metal Dealer. Any person who operates or maintains a scrap metal yard or other place in which used or previously purchased metal items or scrap metal is collected or kept for shipment, sale or transfer.
- E. Personal Property. This term shall include metal, iron and steel and shall also include jewelry, precious metals, office equipment, household goods, electronic equipment, tool and coins, as each of those items is defined in subsection (G) below.
- F. Pawn Dealer. Any person lending money on the deposit or pledge of personal property or who deals in the purchase of personal property on the condition of selling the property back again at a stipulated price.
- G. Secondhand Dealer. Any person who engages in the purchase or exchange of secondhand personal property for profit, except as set forth in Section 1. Secondhand personal property includes, but is not limited to the following:
 - 1. Jewelry and Precious Metals. Watches, bracelets, rings,

necklaces and other articles that have value and are generally used for personal adornment and metals that have an intrinsic value such as gold, silver and platinum.

2. Office Equipment. Typewriters, calculators, cash registers, copying machines, facsimile machines, telephones, cellular phones, computer hardware, software, computers, computer accessories including tape and disc drives, printers and storage media.
 3. Household Goods. Washers, dryers, furnaces, air conditioners, microwave ovens, kitchen appliances, china, crystal, silverware, flatware, pianos, organs, guitars, and other musical instruments.
 4. Electronic Equipment. Televisions, video cameras and receivers, still picture cameras, motion picture cameras and projectors, radios (receiving and sending), digital video disc players, camcorders, tape recorders, cassettes, video tape recorders, stereo equipment, compact disc players, compact discs, video gaming systems, video games, digital video disc players, digital video discs (DVDs), blue-ray disc players, blue-ray discs, VHS players, VHS tapes, portable music devices such as MP3 players, Ipods, Ipads and any other electronic equipment.
 5. Tools. Any device used to facilitate manual or mechanical work, including but not limited to cutting, gardening, hand, machine and power tools.
 6. Coins. Small pieces of metal, usually flat and circular, authorized for use as money by the United States Department of Treasury or any another governmental agency or department.
- H. Valuable Metal Dealer. Any person engaged in the business of purchasing and reselling valuable metal either at a permanently established place of business or in connection with a business of an itinerant nature, including junk shops, junk yards, junk stores, auto wreckers, scrap metal dealers or processors, salvage yards, collectors of or dealers in junk, and junk cars or trucks. The term includes a core buyer. The term does not include a person who purchases a vehicle and obtains title to the vehicle.

Section 5. Record of Transaction. Except as otherwise provided herein, any person operating a Secondhand Entity within Westfield' municipal boundaries shall maintain an electronic inventory-tracking system and transmit all information required by this Section via computer to the LeadsOnline system ("LeadsOnline").

For Pawn Dealers and Secondhand Dealers, the information maintained and transmitted to LeadsOnline shall include:

1. The date and time of each transaction in which Personal Property is purchased pledged or received;
2. An accurate and detailed description of any and all Personal Property purchased or acquired during the regular course of business, including but not limited to the following information: (a) trademarks; (b) identification numbers; (c) serial numbers; (d) model numbers; (e) brand names; (f) inscriptions; and (g) other identifying marks;
3. The compensation or amount of money exchanged for each such transaction;
4. The full name, address, telephone number, date of birth, driver's license number or state-issued identification card and digital photograph of the person from whom Personal Property is acquired;
5. A digital photograph of any item not bearing a unique serial number and purchased or acquired for a sum or money or other compensation valued at twenty five dollars (\$25.00) or more; and
6. Any additional information that the Westfield Chief of Police may reasonably require to ensure compliance with the laws of the State of Indiana or Westfield' ordinances (collectively, "Identifying Information").

The information required to be transmitted to LeadsOnline shall be transmitted within forty-eight (48) hours of the date and time a purchase or transaction is consummated.

Recycling entities and Secondhand Metal Dealers shall comply with Ind. Code§ 25-37.5-1-2 which provides that every valuable metal dealer in this state shall enter on forms provided by the state police department for each purchase of valuable metal the following information:

- (1) The name and address of the dealer.
- (2) The date and place of each purchase.
- (3) The name, address, age, and driver's license number or Social Security number of the person or persons from whom the valuable metal was purchased.
- (4) The valuable metal dealer shall verify the identity of the person from whom the valuable metal was purchased by use of a government issued photographic identification. The dealer shall enter on the form the type of government issued photographic identification used to verify the identity of the person from whom

the valuable metal was purchased, together with the:

- (A) name of the government agency that issued the photographic identification; and
 - (B) identification number present on the government issued photographic identification.
- (5) The motor vehicle license number of the vehicle or conveyance on which the valuable metal was delivered to the dealer.
 - (6) The price paid for the metal.
 - (7) A description and weight of the valuable metal purchased.
 - (8) The source of the valuable metal.
 - (9) The photograph described in subsection (b).

After entering the information required in this subsection, the valuable metal dealer shall require the person or persons from whom the valuable metal is purchased to sign the form and verify its accuracy.

- (b) In addition to collecting the information described in subsection (a), a valuable metal dealer shall take a photograph of:
 - (1) the person from whom the valuable metal is being purchased;and
 - (2) the valuable metal.
- (c) A valuable metal dealer shall make and retain a copy of the government issued photographic identification described under subsection (a)(4) used to verify the identity of the person from whom valuable metal was purchased and the photograph described in subsection (b). However, a valuable metal dealer is not required to make a copy of a government issued photographic identification used under subsection (a)(4) to verify the identity of the person from whom valuable metal is purchased if the valuable metal dealer has retained a copy of a person's government issued photographic identification from a prior purchase from the person by the valuable metal dealer.
- (d) The completed form, the photograph described in subsection (b), and the copy of the government issued photographic identification described in subsection (c) shall be kept in a separate book or register by the dealer and shall be retained for a period of two (2) years. This book or register shall be made available for inspection by any law enforcement official at any time.

Section 6. Card Record; Fingerprint.

- A. In addition to the requirements set forth in Section 5 above, all Secondhand Entities shall
- i. electronically scan the right thumb of any person transferring an item, Personal Property, or valuable metal to a Secondhand Entity and transfer the thumbprint to LeadsOnline; or
 - ii. complete a card prescribed by the Police Department which card shall include a space for the person to (1) write in his or her own handwriting the person's name and address and date of the transaction; and (2) place his or her right thumbprint on the back of the card.

If the right thumb is missing, any of the person's fingerprints may be used. The thumbprint shall be made in the manner approved by the Chief of Police and shall not be blurred or obliterated.

- B. If the card described in subsection (A)(ii) is used, it shall be in a form prescribed by the Chief of Police and shall cross-reference the information submitted to LeadsOnline pursuant to Section 5 in a manner that allows the Secondhand Entity to readily match the card to the person for which the Identifying Information was submitted to LeadsOnline.
- C. All cards completed pursuant to this Section shall be maintained by the Secondhand Entity for not less than five (5) years.
- D. The thumbprint required by subsection (A)(i) shall be transmitted to LeadsOnline within forty-eight (48) hours of the date and time a purchase or transaction is consummated.

Section 7. Retention Period for Personal Property Acquired. All Personal Property received by Secondhand Entities for resale or reclamation shall be retained by the Secondhand Entity for not less than seven (7) days.

Section 8. Acceptance of Property from Minors or Persons Under the Influence. It shall be unlawful for any person owning or operating a Secondhand Entity to take, purchase or receive Personal Property from any person who is under the age of eighteen (18) or who is under the influence of narcotics or alcohol.

Section 9. Government or Utility Property. It shall be unlawful for any person owning or operating a Secondhand Entity to take, purchase or receive Personal Property on which words or markings appear indicating ownership of such item by the

United States, State of Indiana, or any political subdivision, governmental agency or public utility company ("Governmental Entity"), except where the person offering such item for sale or transfer provides the following:

1. Written authorization from the Governmental Entity to convey the item on behalf of the Governmental Entity; or
2. A valid receipt from the Governmental Entity evidencing that the Governmental Entity has conveyed or relinquished ownership rights in the Personal Property.

It shall not be a defense to prosecution that the Personal Property contains no words or markings indicating ownership if the person who purchased or received the Personal Property knew or should have known that the Personal Property is owned by a Governmental Entity.

Section 10. Acceptance of Property Sealed or Unopened in its Original Packaging. It shall be unlawful for any owner or operator of a Secondhand Entity to purchase or receive Personal Property sealed or unopened in its original packaging unless the person conveying such Personal Property presents a receipt or proof of purchase for the Personal Property

Section 11. Acceptance of Property Inscribed with a Company Name. It shall be unlawful for any owner or operator of a Secondhand Entity to purchase or receive Personal Property bearing the name, initials or logo of a business entity unless the person conveying such Personal Property provides, at the time of conveyance, a valid receipt indicating lawful ownership, a signed statement attesting to lawful ownership, or written authorization from the business entity to convey the Personal Property on the entity's behalf.

Section 12. Violations and Prosecution of Violation. Any person receiving a notice of violation of this ordinance may appear at the Ordinance Violations Bureau and pay the fine indicated on the notice or deny the violation and contest the matter in City Court.

If a person appears at the Ordinance Violations Bureau denies the violation, the Bureau shall cause the matter to be docketed with the Clerk of the City Court. The case shall then proceed according to the rules and procedures of the City Court pertaining to ordinance violations.

Section 13. Effect of Failure to Appear. Upon the failure or refusal of any person receiving a notice of violation of this ordinance to appear as provided in this chapter and report to the Ordinance Violations Bureau or to compromise the violation if appearing, it shall be the duty of the Clerk of the City Court to report such fact to the City Attorney and to the law enforcement officer who signed the notice to appear, and to furnish the Chief of Police with all necessary information to prepare a proper affidavit and complaint, together with the correct name and address of the violator, if known or ascertainable. Proceedings in the City Court against such violator shall thereupon be

brought in the manner provided by statute or as hereafter may be provided and, upon conviction of the offense charged and in lieu of the sums prescribed by any such compromise, the penalties provided for general violations of this chapter may be assessed for each such offense, together with all court costs and fees.

Section 14. Penalty for Violation. Any person, firm or corporation who violates any section of this ordinance shall be subject to a fine not exceeding five hundred dollars (\$500.00). A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

Section 15. Effective Date. This Ordinance shall be in full force and effect from and upon its adoption in accordance with the law. All Ordinances or pmts thereof in conflict herewith are hereby repealed.

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2015.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Cindy Spoljaric	_____ Cindy Spoljaric	_____ Cindy Spoljaric
_____ Robert J. Smith	_____ Robert J. Smith	_____ Robert J. Smith
_____ Robert W. Stokes	_____ Robert W. Stokes	_____ Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 14-53 was delivered to the Mayor of Westfield
on the _____ day of _____, 2015, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 14-53

I hereby VETO ORDINANCE 14-53

this _____ day of _____, 2015.

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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



Mayor
Andy Cook

City Council
Jim Ake
John Dippel
Steven Hoover
Robert L. Horkay
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

January 27, 2015

RE: Ordinance 06-52 Amending Ordinance 06-16
Sec. 7 WPWD Erosion Control Inspection Fees

Dear Council Members.

The Westfield Public Works Department is requesting a change to Ordinance 06-52 for the upcoming February City Council.

1. Requesting a change to the language in Section 7 (3). Please see attached Word Doc. to review the revision.

If you have any questions please feel free to contact me.

Sincerely,
Wes Rood
Stormwater Coordinator
City of Westfield Public Works
wrood@westfield.in.gov

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

ORDINANCE 06-52
Amending Ordinance 06-16

**AN ORDINANCE TO ESTABLISH INSPECTION FEES AND REGULATIONS FOR
EROSION & SEDIMENT CONTROL INSPECTIONS
FOR RESIDENTIAL LOTS AND OUTLOTS**

WHEREAS, The ~~CityTown~~ Council of the ~~CityTown~~ of Westfield, Indiana ("Council") desires to provide for the health, safety, and general welfare of the citizens of the ~~CityTown~~ of Westfield, Indiana ("~~CityTown~~") through the regulation of water, erosion and sediment discharges to the maximum extent practicable as required by federal and state law; and

WHEREAS, The Council is desirous of establishing methods for controlling the introduction of pollutants from construction activity into the ~~CityTown~~ Separate Storm Sewer System ("MS4") in order to comply with requirements of the National Pollutant Discharge Elimination System ("NPDES") program authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management's Rule 13 (327 IAC 15-13), and the Indiana Department of Environmental Management's Rule 5 (327 IAC 15-5); and

WHEREAS, on April 10, 2006 the council adopted Ordinance 06-16, an Ordinance to Establish Inspection Fees and Regulations for Erosion & Sediment Control Inspections for Residential Lots and Outlots; and

Whereas, The Council has the authority to amend ordinances;

NOW, THEREFORE BE IT ORDAINED by the ~~CityTown~~ Council of the ~~CityTown~~ of Westfield, Hamilton County, Indiana, meeting in regular session, Ordinance 06-16 is hereby amended by the addition of language underlined and the deletion of language stricken through as follows:

Section 1. Purpose and Intent

The primary purpose of this Ordinance is to ensure perimeter sediment and erosion control, with best management practices (BMP's) being utilized to prevent and minimize sediment and erosion discharge from leaving the construction site. The intent of this Ordinance is to prevent non-storm water discharges, erosion and minimize sediment from leaving the site. Failure to do so can result in damage to adjacent property, damage to the MS4's storm sewer system, and contribute to the polluting of streams, lakes and rivers.

The City/Town of Westfield Improvement Location Permit Application (“ILP”), generally known as a Building Permit, permittee (the “Permittee”) is responsible for ensuring that adequate BMP's are in place and functioning until the construction project obtains a Certificate of Occupancy (“C of O”) from the City/Town Building Department. The property owner, after the C of O is issued, is responsible to maintain the erosion control measures until adequate ground cover (70% mature growth) is established and the property is required to have established adequate ground cover within two (2) years from the issuance of the C of O.

Compliance with this Ordinance shall be the responsibility of the party listed on the ILP filed with the City/Town.

Section 2. Best Management Practices (BMP's) For Construction Lots

Examples of BMP's include but are not limited to: sediment fence, straw mat, seed, mulch, coconut and fiber rolls, or other types approved by the Westfield Public Works Department (“WPWD”). The sequence of installation shall be:

- a. **Grading/Excavating** - Install all BMP's prior to any grading or excavating activities, where practical.
- b. **Inlet Protection** - Ensure that the BMP's are in place and functioning for both yard inlets and curb inlets around the perimeter of the lot.
- c. **Protection of Adjacent Lots** - Install BMP's along the common lot line of adjacent lots.
- d. **Stabilize Stockpiles** - Install BMP's to stabilize stockpiles to prevent erosion and sediment from entering the street.
- e. **Installation of BMP's** – Follow manufacturer's recommendations and requirements for the installation of all BMP's.
- f. **Temporary Construction Entrance** – A temporary stone access drive is required for all lots and shall be utilized for access onto the lot.
- g. **Maintenance** - The builder is responsible for maintaining and repairing all BMP's as needed throughout construction.
- h. **Final Grading** - BMP's may be removed in order to complete final grading on the lot. However, BMP's will be required to be reinstalled until seed germination establishes 70% mature growth. On lots where sod is installed erosion control measures are not required to be installed, unless requested by the WPWD. For lots where sod installation is delayed, the contractor will be required to maintain BMP's until the sod can be installed effectively.
- i. **Concrete Wash Out** – Required onsite or within development.

Section 3. Responsibilities of Permittee

- a. The Permittee is responsible for ensuring that a BMP's measures remain in place during the construction process and that the installation and continuous maintenance of all lot erosion and sediment control devices are monitored.
- b. Periodic inspection will be necessary to ensure that erosion and sediment control measures are functioning as designed and installed per the manufacturer's specifications. In addition, to standard periodic inspections, this Ordinance requires that the Permittee conduct inspections after each rain event of 1/2" or more in a 24-hour period. Any problems noted during these inspections shall be corrected immediately.
- c. Once the Permittee has started construction, the Permittee is responsible for the maintenance of erosion and sediment control measures protecting yard inlets on and/or adjacent to their lots, as well as curb inlets along the street frontage. Sediment must not be allowed to enter the storm sewer system and allowing such is a violation of this Ordinance.
- d. A temporary construction entrance provides a place for parking vehicles off of the street and a spot where material can be off loaded. This requirement is to provide a stable surface for parking vehicles where mud and other debris will not to be tracked onto the street. Proper maintenance of the area is required until such time as a permanent driveway is installed.
- e. During the entire construction process the Permittee is responsible to ensure that mud, dirt, rocks, and other debris are not allowed to erode onto streets and sidewalks, nor tracked onto the streets by construction vehicles. At no time shall any mud or other debris be deposited onto the street.
- f. Failure to keep streets clear of mud sediment, and debris will result in an enforcement action by the WPWD under the authority of the [City-Town](#) of Westfield's [Stormwater Management Ordinance \(05-30\)](#). The Permittee will be responsible for incurring all costs associated with cleaning the streets.

Section 4. Administration and Application

- a. The WPWD will administer, implement, and enforce the provisions of this Ordinance.
- b. ~~Thisb. This~~ Ordinance shall apply to all construction activity, (direct or indirect stormwater discharges, and illicit discharges) entering within the storm drainage system, MS4, or receiving waters under the jurisdiction of the [City-Town](#).
- c. Any Permittee subject to an NPDES Stormwater Discharge Permit shall comply with all provisions of such permit. If provisions of this ordinance are more restrictive than the NPDES Stormwater Discharge Permit, proof of compliance with said permit and this Ordinance may be required in a form acceptable to the WPWD prior to allowing discharges to the MS4.

d. The provisions of this Ordinance shall be deemed as additional requirements to minimum standards required by other provisions of the [CityTown](#) of Westfield Code, and as supplemental requirements to Indiana's Rule 5 regarding Stormwater Discharge associated with construction activity and Indiana's Rule 13 regarding stormwater runoff associated with MS4 conveyances. In case of conflicting requirements, the most restrictive shall apply. Unless otherwise stated, the most recent versions or editions of said codes, ordinances, laws, and statutes shall apply.

e. The [CityTown](#), by and through its Council, has the authority to modify, grant exemptions, and/or waive any and all the requirements of this Ordinance. A meeting with the WPWD may be requested by an Permittee to discuss the applicability of various provisions of the Ordinance with regard to unique or unusual circumstances. However, any initial determination of such applicability shall not be binding on future determinations of the WPWD.

f. The [CityTown](#) of Westfield Utility and Infrastructure Construction Standards and Specifications Manual, and amendments thereto, are hereby incorporated herein by reference, with copies of the same being maintained in the WPWD for public inspection during regular business hours.

g. Words and phrases in this Ordinance shall be construed according to their common and accepted meanings. Technical words and technical phrases that are not defined in this Ordinance, but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings and as defined in 327 IAC 15-13 and 327 IAC 15-5 of the Indiana Code and other provisions of the [CityTown](#) of Westfield Code.

h. The [CityTown](#) shall be permitted to enter and inspect any premise subject to regulation under this Ordinance. It shall be unlawful for the Permittee of any premise to refuse to allow the WPWD to enter upon the premise for the purposes set forth in this Ordinance.

Section 5. Enforcement

I. NOTICE OF VIOLATION and STOP WORK ORDER

A. In the event a Permittee has violated the terms of this Ordinance, the [CityTown](#) may order compliance by written Notice of Violation to the Permittee. Such notice may require:

1. Issuance of a Pending Stop Work Order or issuance of a Stop Work Order.
2. The restoration or installation of new BMP measures;
3. Payment of a fine; and/or
4. Revocation or suspension of the Erosion Control Inspection Permit.

B. The [CityTown](#) may, without prior Notice of Stop Work Order or Violation, suspend Storm Drainage System or MS4 access to a Permittee when storm water discharges present or may present imminent and substantial danger.

C. The Notice of a Stop Work Order due to a Violation will:

1. Be in writing;
2. Include a description of the property for identification;
3. Include a statement of the violation(s) and section violated and why the notice or order is being issued;
4. Failure to comply with the conditions set forth in this Ordinance will result in an initial verbal warning. If the violation is not corrected within one day from the verbal warning, a Pending Stop Work Order will be issued and a penalty of \$50.00 will be assessed for a re-inspection. After the third day from the initial verbal warning, a Stop Work Order will be issued and an additional penalty of \$50.00 will be assessed for a re-inspection to ensure that the repairs and improvements required to the property are in compliance with the provisions of this Ordinance.

D. Reinspection of remedied violations will be assessed a re-inspection fee in accordance with the fee schedule in this Ordinance.

E. If the Permittee fails to comply with a Stop Work Order, then the WPWD will take steps as deemed necessary to prevent or minimize damage or remediate a violation. All reasonable costs associated with the abatement or restoration shall be assessed against the owner of the property and may be filed as a lien against the property in the amount of the assessment. It shall be unlawful for any Permittee, owner, agent or person in possession of any premise to refuse to allow the WPWD or its designee to enter upon the premise for the purposes set forth above.

F. In the event of a Stop Work Order, the [City/Town](#) shall not reinstate the Erosion Control Inspection Permit or MS4 access to the Permittee until the Permittee presents proof, satisfactory to the [City/Town](#), that the corrections have been made. Permittee violates this ordinance if the Permittee reinstates MS4 access to the premises terminated pursuant to this section, without the prior approval of the [City/Town](#).

G. In addition to the penalties listed above, if construction activities are conducted contrary to the provisions of this Ordinance, the [City/Town](#) may order the work stopped by notice in writing, in the form of a Stop Work Order, served on any Permittee engaged in the doing or causing of such work to be done; and any such Permittee shall forth with stop such work until authorized by the WPWD to proceed with the work.

II. APPEAL OF NOTICE OF VIOLATION

A. Any Permittee receiving a Notice of Violation may appeal the determination of violation to the Council, for rescission of the Notice or Order, or for a modification, variance, or extension of time for compliance on one or more of the following bases: (i) a Stop Work Order served in accordance with this Ordinance is in error, or (ii) should, due to hardship, be modified or entitled to a variance from enforcement, or (iii) that a reasonable extension of time for the compliance should be granted upon the grounds of a demonstrated case of hardship and evidence of an actual undertaking to correct the violation, together with a legitimate intent to comply within a reasonable time period.

B. A request for rescission, modification, variance, or extension of time shall be made in writing, within ten (10) days of the Permittee's receipt of a copy of the Notice or Order, to the [City-Town](#) of Westfield Clerk-Treasurer's Office, to be placed on the Council agenda. The Council shall schedule a hearing within thirty (30) days of receipt of the request.

C. All hearings before the Council shall be open to the public. The Permittee, the Permittee's representative, and any persons whose interests are affected shall be given an opportunity to be heard.

D. At the conclusion of the hearing the Council may reverse, affirm, or modify the Order, Notice, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as justice would require. The Council's determination and findings of fact shall be recorded and if a Notice or Order is affirmed or modified, the Council shall, in the determination on appeal, re-establish a reasonable timeline to make the repairs and improvements required to bring the violation into compliance with the provisions of this Ordinance.

III. TRANSFER OF OWNERSHIP

No owner of any premise upon whom a Stop Work Order has been served shall sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the Notice of Violation have been complied with, or until such owner first furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or Notice of Violation issued by the [City-Town](#) and furnishes to the [City-Town](#) a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such Notice of Violation and fully accepting the responsibility without condition for making corrections or repairs required by such Notice of Violation.

IV. PENALTIES FOR VIOLATIONS

Any person found in violation of any provisions of this Ordinance shall be responsible for a civil infraction and subject to a maximum fine of \$200 for the first offense, \$1,000 for the second offense, and a maximum of \$7,500 for a subsequent offense, plus cost, damages, and expenses. Each day such violation occurs or continues shall be deemed a separate offense and shall make the violator liable for the imposition of a fine for each day. The rights and remedies provided for in this section are cumulative and in addition to any other remedies provided by law. An admission or determination of responsibility shall not exempt the offender from compliance with the requirements of this Ordinance.

Any person who aids or abets a person in violation of this Ordinance shall be subject to the penalties provided in this section.

For purposes of this section, "subsequent offense" means a violation of the provisions of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance for which said person admitted responsibility or was adjudicated to be responsible.

Section 6. WPWD Erosion Control Inspections

a. The WPWD Erosion Control Inspector will inspect erosion and sediment control measures in conjunction with routine inspections. Inspections will ensure that proper placement and installation of erosion and sediment control measures are in place.

b. The first inspection will occur at the time prior to the pushing of the pad and foundation installation. Standard items to be checked are: protection of adjacent lots, protection of inlets, grading/excavating, and that stockpiles are stabilized. If BMP's are not installed in the correct location and/or not installed correctly, the inspection may be denied, a Stop Work Order required or fees may be applied.

c. It is anticipated that by the time the foundation inspection is requested, backfilling of the foundation will have been complete and all erosion and sediment control measures will have been installed. If the Permittee fails to install the proper erosion and sediment control measure, this may result in the inspection being denied, a Stop Work Order required or fees may be applied.

d. For unique situations the Erosion Control Inspector will be available to discuss erosion and sediment control measures for any lot and the sequencing for installation of BMP's.

Section 7. WPWD Erosion Control Inspection Fees

Fees for Erosion Control Inspections shall be:

1. Residential lots 2 acres or less \$100 each.
2. Residential lots greater than 2 acres will be assessed at \$100 per ¼ acre or portion thereof.
3. ~~Industrial, commercial, and retail outlets will be assessed at \$100 per ¼ acre or portion thereof.~~
Industrial, commercial, retail outlets and all other development not noted in Section 7/1 and 7/2 will be assessed at \$100 per ¼ acre or portion thereof.
4. Additional re-inspections for denied and/or stop work orders or fines will be assessed at \$50 per re-inspection.

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Section 8. Forms

The applicable permit forms are attached to this Ordinance as Exhibit A.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

All ordinances or parts thereof in conflict with the provisions of the Ordinance are hereby repealed.

This Ordinance shall be in full force and effect from and after its passage and signing by the Westfield ~~City~~^{Town} Council and publication as required by law.



ADOPTED AND PASSED THIS _____ DAY OF _____, 2006, BY THE WESTFIELD
CITYTOWN COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITYTOWN COUNCIL

Voting For

Voting Against

Abstain

Robert J. Smith

Robert J. Smith

Robert J. Smith

John B. Hart

John B. Hart

John B. Hart

David Mikesell

David Mikesell

David Mikesell

Teresa Otis Skelton

Teresa Otis Skelton

Teresa Otis Skelton

Ron Thomas

Ron Thomas

Ron Thomas

ATTEST:

Clerk-Treasurer, Cindy J. Gossard

Ordinance prepared by
Bruce Hauk, Director, WPW

Exhibit A

WESTFIELD PUBLIC WORKS



EROSION CONTROL INSPECTION PERMIT REQUEST

Name of Development/Minor Plat & Lot #: _____ **Project Name:** _____

Parcel Number: _____ Section/Township/Range _____

Applicant's Name: _____ Property Owner: _____
Address: _____ Property Address: _____

Phone: (____) _____ Phone: (____) _____
Fax: (____) _____ Fax: (____) _____

Contractor/Builder: _____
Address: _____
Phone: (____) _____ Fax: (____) _____
Contact Person: _____ Cell Phone: _____

Type of Lot or Improvement: _____

Trained Individual in Charge of the Mandatory Stormwater Pollution Prevention Program

Name: _____ Address: _____ Phone #: _____

List of Qualifications: _____

The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

Signature _____ Date _____
Check Title: Owner _____ Contractor _____ Engineer _____ Agent _____ Other _____

*** For Office Use Only *** Engineering Firm: _____

Permit # _____ Plan Project # _____ Check # _____



CityTown of Westfield Public Works Engineer

Westfield Public Works Department

CityTown of Westfield

2706 East 171st Street

Westfield, IN 46074

Phone: (317)896-5452 ♦ Fax (317)867-0202

Date: _____ Permit Number: _____ Builder: _____

Subdivision: _____ Section: _____ Lot: _____ Developer: _____

Faxed to: _____ Fax Number: _____

NOTICE OF PENDING STOP WORK ORDER

A PERIOD OF 2 DAYS OR 48 HOURS IS GRANTED TO BRING THIS VIOLATION INTO FULL COMPLIANCE. THIS SITE WILL BE INSPECTED AGAIN IN **48 HOURS** FOR COMPLIANCE. IF IT DOES NOT COMPLY AT THAT TIME A **STOP WORK ORDER** WILL BE ISSUED AND ALL FEES CHARGED PURSUANT TO CITYTOWN OF WESTFIELD ORDINANCE NO. 6-16.

☒ Construction Drive _____

☒ Erosion Control _____

☒ Streets (Sediment) _____

☒ Other _____

SPECIAL NOTE: All needed measures must be taken to secure and leave the construction site in a safe and non-hazardous condition.

Issued by:

FAXED _____ (DATE & TIME)

ORIGINAL TO FILE

YELLOW TO PLANNING AND BUILDING

PINK COPY LEFT AT SITE



CityTown of Westfield Public Works Engineer

Westfield Public Works Department

CityTown of Westfield

2706 East 171st Street

Westfield, IN 46074

Phone: (317)896-5452 ♦ Fax (317)867-0202

Date: _____ Permit Number: _____ Builder: _____

Subdivision: _____ Section: _____ Lot: _____ Developer: _____

Faxed to: _____ Fax Number: _____

NOTICE OF STOP WORK ORDER

THIS SITE HAS FAILED TO MEET LOCAL COMPLIANCE STANDARDS IN THE CITYTOWN OF WESTFIELD ORDINANCE NO. 6-16. A **STOP WORK ORDER** IS BEING ISSUED AND ALL APPLICABLE FEES AND FINES WILL BE CHARGED. YOUR CLEAN WATER PERMIT RE-INSTATEMENT FEE IS A MINIMUM \$200.00 OR TWO (2) TIMES THE FILING FEE, WHICHEVER IS GREATER. THE FINE FOR CONTINUED CONSTRUCTION AFTER ISSUANCE OF STOP WORK ORDER IS \$1000.00 FIRST DAY AND UP TO \$500.00 FOR EACH ADDITIONAL DAY.

☒ Construction Drive _____

☒ Erosion Control _____

☒ Streets (Sediment) _____

☒ Failure to Notify _____

☒ Other _____

SPECIAL NOTE: All needed measures must be taken to secure and leave the construction site in a safe and non-hazardous condition.

Issued by:

FAXED _____ (DATE & TIME)

ORIGINAL TO FILE

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PINK COPY TO PLANNING AND BUILDING

ORDINANCE 15-02

AN ORDINANCE BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING AND AUTHORIZING CERTAIN ACTIONS AND PROCEEDINGS WITH RESPECT TO CERTAIN PROPOSED ECONOMIC DEVELOPMENT FACILITIES AND THE LEASE THEREOF BY THE CITY

WHEREAS, Indiana Code Title 36, Article 7, Chapters 11.9 and 12 (collectively, the “Act”) declares a unit of government may lease, as lessee, economic development facilities and that such constitutes a public purpose; and

WHEREAS, pursuant to the Act, the City of Westfield, Indiana (the “City”) is authorized enter into a lease, as lessee, for the purpose of causing the acquisition, construction, installation and equipping of economic development facilities in order to foster diversification of economic development, creation of business opportunities and creation or retention of opportunities for gainful employment in or near the City; and

WHEREAS, Holladay Properties Grand Park Sports I, LLC (the “Company”) desires to construct and lease to the City economic development facilities to be undertaken by the Company consisting of the acquisition, construction and equipping of an indoor athletic facility to be used for field sports and ancillary uses containing approximately 380,000 square feet to be located in Grand Park at 701 E. 191st Street, Westfield, Indiana (the “Project”) pursuant to a lease agreement between the Company, as Lessor, and the City, as Lessee, (the “Lease”); and

WHEREAS, the Company has arranged for financing of the Project; and

WHEREAS, this Council has studied the Project and the proposed leasing of the Project to the City and its effects on the health and general welfare of the City and its citizens; and

WHEREAS, the completion of the Project will result in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health safety and general welfare of the City and its citizens; and

WHEREAS, pursuant to and in accordance with the Act, the City desires to enter into the Lease; and

WHEREAS, there have been prepared plans and specifications and cost estimates for the Project, which have been reviewed by this Council; and

WHEREAS, the Lease will be payable from any legally available revenues of the City; and

WHEREAS, on January 26, 2015, this Council adopted a resolution making the preliminary determination that a need exists for the Project and for the City to lease the Project from the Company;

WHEREAS, there has been submitted to this Council for its approval the form of the Lease and the form of the proposed Ordinance of the Council with respect to the Project (the "Ordinance"); and

WHEREAS, pursuant to Indiana Code 36-7-12-24, as amended, and in accordance with Indiana Code 5-3-1-2(b), (a) this Council published notice of a public hearing (the "Council Public Hearing") on the proposed Lease and of the City's intention to enter into the Lease, and on February 9, 2015 prior to the adoption of this Ordinance this Council held the Council Public Hearing on the Project regarding the necessity for the execution of the Lease and whether the lease rental provided therein is a fair and reasonable rental for the Project at which all interested parties were given an opportunity to be heard prior to the final determination to execute the Lease; and (b) the Westfield Economic Development Commission (the "Commission") published notice of a public hearing (the "Commission Public Hearing") on the proposed Lease and of the City's intention to enter into the Lease, and on October 27, 2014 prior to the adoption of this Ordinance the Commission held the Commission Public Hearing on the proposed Lease and of the City's intention to enter into the Lease at which all interested parties were given an opportunity to be heard prior to the adoption of the Commission's resolution; and

WHEREAS, the Commission on October 27, 2014 adopted its resolution regarding the Project and the leasing thereof by the City which resolution has been transmitted to this Council together with the form of the Lease and of this Ordinance; and

WHEREAS, no member of this Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Lease authorized herein, which pecuniary interest has not been fully disclosed to the Commission and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16; and

WHEREAS, this Council has previously adopted its Ordinance 14-48; and

WHEREAS, this Council after giving substantial reconsideration of the terms of the Lease, its public purpose and the subject matter thereof finds that all conditions precedent to the adoption of this Ordinance have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THIS WESTFIELD COMMON COUNCIL AS FOLLOWS:

SECTION 1. This Council hereby finds, determines, ratifies and confirms that the financing by the Company of the economic development facilities referred to in the Lease consisting of the Project and the entering into the Lease by the City, as Lessee, will: (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City; (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City; (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the

City; and (v) that the use of the Project throughout the term of the Lease by the City will serve the public purpose of the City and is in the best interests of its residents.

SECTION 2. After investigation, this Council hereby determines that a need exists for the Project and that the Project cannot be constructed from funds available to the City making it necessary for the City to enter into the Lease with the Company and the City shall proceed to take steps as may be necessary to cause the Project to be constructed by the Company and leased by the City. The term of the Lease shall be no longer than twenty-five (25) years from the date the Project is complete and ready for occupancy. The maximum annual Base Rent (as defined in the Lease) is not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000). This Council hereby approves (i) the terms of the Lease in the form presented at this meeting; and (ii) the form of the Ordinance authorizing the issuance of the City to enter into the Lease and providing for the terms thereof. The forms of the Lease and the Ordinance presented herewith are hereby approved, with any and all such changes as may be deemed necessary, desirable or appropriate by the Mayor and such Lease shall be kept on file by the Clerk-Treasurer. In compliance with Indiana Code 36-1-5-4, two (2) copies of the Lease are on file in the office of the Clerk-Treasurer for public inspection.

SECTION 3. On or before each rental payment date under the Lease, the Clerk-Treasurer shall transfer to the Company or its duly authorized assigns, legally available revenues of the City at least equal to the Base Rent and the Additional Rent (each as defined in the Lease) then due under the Lease on such rental payment date which funds are pledged to such payments. The City reasonably believes that on each rental payment date an amount of legally available revenues sufficient to fully pay the Base Rental and the Additional Rent then due and owing will be available. Upon the final payment of Base Rent and Additional Rent due under the Lease, the pledge of this Section shall expire and shall no longer be in force and effect.

SECTION 4. The Mayor is hereby authorized and directed, in the name and on behalf of the City, to execute the Lease and any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by such officer to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Ordinance (including the preambles hereto and the documents mentioned herein), and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

SECTION 5. 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 6. 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. Ordinance 14-48 is hereby superceded by this Ordinance.

SECTION 7. This Ordinance shall be in full force and effect upon adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS ____ DAY OF _____, 2015, 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

Steve Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

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 15-02 was delivered to the Mayor of Westfield on the _____ day of _____, 2015, at ____:____.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 15-02

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 15-02

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

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

This document prepared by James T. Crawford, Jr., Esq., Krieg DeVault LLP, 161 Lakeview Drive, Noblesville, IN 46060, (317) 238-6239.



February 13, 2015

Two whom it may concern:

As elected representatives for the citizens of Westfield, it is our job to make decisions that we believe will best meet the needs of this community economically while enhancing our quality of life. It is a responsibility and a privilege that all of us take very seriously each day.

This type of public/private partnership is an important issue for consideration. I sincerely respect the residents in this community who had concerns, and stepped forward to make sure their council members' decisions were as informed as possible.

I'm proud of our staff – many of whom are also Westfield residents and taxpayers – who have gone above and beyond what is required by the Public Access Counselor in terms of making sure the public has access to relevant documents. They have made themselves available for questions, clarified all details regarding the process, and have published the relevant documents on the city's website in order for residents to peruse the facts, figures and numbers themselves, should they choose to do so.

The following questions were collected during the public comments section during the City Council meeting of February 9th. This document answers those questions.

As your Council President, I again would like to emphasize the importance of this valuable public discussion. Hopefully, it can be a benefit to all concerned.

Respectfully,


Chuck Lehman

President, Westfield City Council

Jeff Harpe

Q-1: Where's the transparency?

A-1: Prior to the meeting on October 27, 2014, documents pertinent to this proposal have been posted to the city's website, distributed to the media and updated accordingly as new developments occurred. Also prior to both public hearings, October 27th and February 9th, legal notices were published in the Indianapolis Star and the Noblesville Times.

Q-2: Where are the facts?

A-2: See above.

Q-3: Where are the figures?

A-3: See above.

Q-4: Where are the numbers?

A-4: See above.

Q-5: Who's the puppet master here? Who's pulling the strings for the city council?

A-5: Individual members of the City Council researched the documents on their own and came to their own conclusions on the matter. No one is pulling anyone else's strings.

Q-6: What's at stake when this place is built and people walk away with their golden parachutes?

A-6: There are no golden parachutes. If the insinuation is that city council members will somehow personally profit from this project, please present that evidence immediately.

Brian Ferguson

Q-1: Has the City has conducted a request for a proposal process that allows developers to competitively bid on the right to build the Indoor Facility?

A-1: As is included in the Westfield Sports Commission report (hard copy available) the need and demand for an indoor field sports facility was identified. The original concept for such a building was smaller in scope and was part of the initial construction of Grand Park. However, as conversations progressed between soccer/field sports leadership and the Westfield Sports Commission it became apparent the original concept for such a facility would be too small and would not meet the then current – and ever growing – demands for indoor field sports.

In 2011, as conversation continued, the city was approached by Indiana Soccer Association (ISA) with the idea to partner in constructing, and operating, an indoor field sports facility. ISA had already commissioned concept design(s) for the facility and overall was seeking a financial partnership with the city.

In 2013 the city was approached by a single private investor seeking a partnership in constructing and operating an indoor facility. After several discussions with the individual it was apparent the financial terms sought by the individual were not in the city's best interest(s).

In the summer of 2013 the city received another partnership proposal from Keystone Construction and Development. Not unlike the offer from ISA, Keystone desired a financial partnership with the city in order to build and operate indoor facility.

Both proposals from ISA and Keystone sought the city to pledge borrowing capacities (such as County Option Income Tax: COIT, TIF, Property Taxes) in order for financing to be secured. While the city successfully has entered into such financial backing agreements before (most notably Wellbrooke) the timing and terms to do so in this project were not optimal as it would have limited the city from doing other future projects and/or partnerships.

In December 2013 the city was presented a proposal by Holladay Properties (HP) to partner in the design, construction and subsequent Triple Net leasing of an indoor field sports facility. The differing factor(s) with the proposal from HP was no direct pledge of borrowing capacity/instruments (COIT, TIF, Property Taxes) was being sought other than the financial security of available revenues specifically monies received through lease agreements. Furthermore, HP sought no operational presence leaving the city the options and availability to have exclusive rights and negotiations to any/all net revenues generated within the footprint of the facility operations.

As part of due diligence of each proposal the city incorporated the outside expertise of O.W. Krohn and Associates to provide accounting review of all financial components. Furthermore, the city investigated financing and constructing the facility without HP. The financial terms (rates, re-fi lockout, early payment /payoff, and term) offered by a lender of the city did not match that of the lending institution of HP. In fact the non-exempt rate offered by HP was lower with greater flexibility in term.

Lastly, the city has conducted itself in accordance with Indiana Code 36-7-12-20(b).

Q-2: Will there be property taxes paid on the indoor facility and if so; who is paying the taxes?

A-2: On the largest portion of the facility there will be no property taxes. The reason for such is due to usage classification of the commercial facility rather the ownership classification. Over 92% of the facility will be used and operated by ISP which is a Not for Profit entity. As far as the space occupied by Jonathon Byrd's, their lease unit cost includes a Payment In Lieu of Taxes (PILOT) calculation.

Q-3: Will Westfield essentially be paying taxes to itself?

A-3: No (see the above question and associated response)

Q-4: Why does the City need to guarantee lease payments?

A-4: As is the case with most all Public Private Partnerships (P3) the public partner offers a significant element of stability. As was previously noted, the city engaged in P3 with Mainstreet LLC, which is now known as Wellbrooke. In this P3 the city used its COIT backing of \$15 million in order for Mainstreet LLC to obtain financing. Without the city's financial partnership role Wellbrooke most

assuredly would not be open for business thus adding to the economic vitality of the city. When the city does partner with the private sector terms of the agreement are required such to mitigate as much potential risk as possible.

Q-5: Why haven't the financials from Grand Park's first year been disclosed?

A-5: The year-end close and reconciliation of year-one is still underway as is the rest of the city's 2014 financials. These numbers will be posted as soon as possible.

Q-6: Why does the City need to be the risk bearer?

A-6: The city is not the sole risk bearer. As noted in the agreement HP is the primary holder of the debt. Furthermore risk is transferred to subtenants in the form of a required escrow (\$500,000 up to \$1M) and the usual and customary performance and default clauses.

Q-7: Why doesn't the developer sign agreements with them (the tenants)?

A-7: As noted in a previous response HP has no desire to operate this facility. Furthermore, given the city's already sole investment in Grand Park it would be less than optimal for the city to relinquish control of this critical asset in that of programming, visitor experience and quality of product delivered.

Q-8: Why shouldn't the payment be considered as debt for the City of Westfield?

A-8: At no time has this proposal been represented as being debt-free or without any sort of risk. This was clearly stated by council members at the meeting in October.

Q-9: Why don't the soccer organizations sign a 25-year non-cancellable lease agreement with the directly with the developer?

A-9: Please refer to previous response from Question 6.

Q-10: What disclosures have been made since the December 27, 2014 meeting?

A-10: There was no December 27, 2014 meeting. Prior to the meeting on October 27, 2014, documents pertinent to this proposal have been posted to the city's website, distributed to the media and updated accordingly as new developments occurred. Also prior to both public hearing, October 27th and February 9th, legal notices were published in the Indianapolis Star and the Noblesville Times.

Q-11: Have any disclosures been made in the last two weeks?

A-11: This question is somewhat ambiguous. The action(s) taken related to this project took place on December 8, 2014 wherein the sublease agreements were introduced to the City Council. On January 12, 2015 both agreements received a 7-0 approval by the City Council. Also in the last few weeks, all documents related to the lease and sub-lease agreements have been updated and displayed on the city's website.

Q-12: How does this meeting avoid the prejudice associated with the Open Doors lawsuit recently filed?

A-12: The city does not make comments related to pending litigation.

Clarification: Ordinance 15-02 Section 4

Clarification Response: This is standard language drafted by the city's legal counsel. But to be specifically clear, the Mayor and his staff have no pecuniary interest(s) in this project.

Marla Ailor

Q-1: Will you please consider my opinion about this indoor soccer facility?

A-1: Yes

Q-2: Why should the Citizens of Westfield accept your word that a 53 million dollar project will produce revenue promised?

A-2: This is a \$25M project. It should be recognized there is no project without some sort of associated risk. However, the city conducted due diligence efforts using third-party input from accounting professionals, local soccer leadership input determining current and future demand. The city also enlisted the consultation of an owner /operator of similar facility in Pontiac, MI. Using this information the city's risk has been mitigated within each agreement.

Q-3: Why won't you follow-up the Request for Proposal process?

A-3: Please see response A-1 to Mr. Ferguson.

Q-4: What if the project could be completed for far less?

A-4: Given the design and scope of the facility the best suited project and financial partner is found in Holladay Properties. Extensive research and due diligence has proven this agreement is our best option to efficiently build this facility.

Ron Thomas

Q-1: Is the property taxed, and if so, to what extent?

A-1: See response A-2 to Mr. Ferguson

Comment: Mr. Thomas expressed his view regarding the fiscal condition the city is in.

Mr. Thomas stated, "We currently have the second highest tax rate in the county, which is not great shape."

Clarification: The City of Westfield tax rate is not the second highest in the county. In 2013 the City tax rate was \$.8424 / \$100 of assessed valuation. In 2014 the City tax rate was \$.80750 / \$100 of assessed valuation and in 2015 the City tax rate is \$.7698 / \$100 of assessed valuation reflecting a \$.04 every year for the past two taxing years. The City of Westfield tax rate is the fourth lowest in the county in 2014 and the fifth lowest in 2015.

When reporting Total Combined Rate (a summation of ALL taxing authorities: School, Library, Township, County, City & Solid Waste) it is important to clearly note one taxing authority has no control over another when setting tax rates. In 2013 the total tax rate for the City of Westfield was \$3.0947 / \$100 of assessed valuation, in 2014 it was \$3.0960 / \$100 of assessed valuation and in 2015 the Total Combined rate is \$3.0430 / \$100 of assessed valuation. When comparing Total Combined

Rates, Westfield did in fact have the second highest rate in 2013 and 2014, and in 2015 the third highest. Again, it is important to note the tax rate the city has complete control over is not the second highest.

The finance rate presenting in this partnership was/is more competitive and flexible than terms offered to the city through typical municipal financing. Refer to response A-1 to Mr. Ferguson.

In 2014 the city's S&P Bond Rating improved two classifications from AA- to AA+. This bond rating is still effective in 2015.

The city's Rainy Day Fund has a sustained balance of \$1 million. Additionally, in 2008 the city stopped the practice of deficit spending and now has a cash operating balance of over \$4 million eliminating the need to have a line of credit in order to pay daily operational expenses.

Q-2: How are the COIT backed bonds due in 2016, 2017, and 2018 going to be paid?

A-2: As part of the Grand Park debt structure each short term COIT Bond Anticipation Note (BAN) is scheduled to be refinanced into Tax Increment Financing (TIF) Bonds, using the tax increment from commercial economic growth within the Grand Junction TIF district. The city has a pro forma that reflects the current available increment is sufficient to refinance both the 2016, 2017 BANs into Bonds as well as a portion of the 2018 BAN. In the event Increment has not occurred to offer coverage for the entire 2018 BAN the city has a contingency plan of using COIT as debt coverage until such time Increment is available to cover the remainder of the 2018 BAN.

Q-3: Question is related to the legal definitions within the Statute.

A-3: All questions related to legal definitions are referred to the City's legal counsel.

Linda Naas

Q-1: What was the reason for the revote on this issue?

A-1: To satisfy concerns raised by the public.

Q-2: How does this resolve the Open Door issue?

A-2: The city does not make comments related to pending litigation.

Q-3: There have been no open meetings. Where are these discussions happening?

A-3: There have been two public hearings related to this matter, October 27, 2014 and February 9, 2015.

Q-4: Concerned about Mr. Burtron's statements regarding 250K excess per year

A-4: These figures are found in the pro forma and are relative to the building of the park.

In the Matter Of:

Westfield City Council Meeting - Ordinance 14-48

Public Hearing Portion



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WESTFIELD CITY COUNCIL MEETING

ORDINANCE 14-48

PUBLIC HEARING PORTION ONLY

TRANSCRIBED BY LAURIE MORGAN, NOTARY PUBLIC
IN AND FOR THE COUNTY OF MARION
STATE OF INDIANA

STEWART RICHARDSON & ASSOCIATES
Registered Professional Reporters
One Indiana Square
Suite 2425
Indianapolis, IN 46204
(317)237-3773

1 (Whereupon, the public hearing was opened.)

2 MR. RAWSON: Good evening, City Council. My
3 name is Don Rawson, R-A-W-S-O-N, 435 Quincy Place
4 in Centennial subdivision. I've lived at that
5 residence since the year 2000.

6 My job right now is president and chief
7 executive officer of Indiana Sports Properties.
8 And as such, we have been working with the City to
9 manage the outdoor field sport side of Grand Park.

10 This facility, this indoor facility -- which
11 is extremely well-designed by Holladay, and I trust
12 implicitly their ability to deliver this product to
13 you in a first class manner -- will absolutely
14 compliment the outdoor facility that currently
15 exists.

16 We're out there every day. We talk to the
17 people who come out to the park. We hear their
18 comments about how wonderful the outdoor project is
19 going, how beautiful it is, all the amenities are
20 there for the restrooms, the extraordinary parking,
21 the fact that 31 is going to be so fantastic to get
22 up and down the highway to their hotels.

23 And when we talk to them or they talk to us
24 about the indoor facility, they're extraordinarily
25 impressed by this endeavor. They know how much it

1 will mean to sports, not only sports, but even
2 allow just people to come here to the park for
3 sporting events, talk about what it might mean to
4 this community in terms of nonsporting activities.

5 And I share in that vision, that this facility
6 will do an awful lot toward helping nonsporting
7 activities be located in this community.

8 So in short, because a lot of other people may
9 speak, I think the facility is very well-designed.
10 I think it will deliver on its mission in terms of
11 bringing in activity during the months when we're
12 obviously not outdoors in this particular climate,
13 as much as other places around the country, talk to
14 the people that play not only soccer, but lacrosse,
15 football, other sports.

16 It's not just a soccer facility. There are
17 many, many other sports that are extraordinarily
18 excited about being in there.

19 I talked to Peter Wilt and others today from
20 Indy Eleven. They are also excited by the
21 possibility of being there and training there and
22 using that facility, not only during their season,
23 but when their season is at rest and they want an
24 opportunity to train when they can't be outdoors.

25 We look forward to helping the City manage

1 this project. Greatly appreciate the work that the
2 mayor has done, Todd and all the staff, to bring it
3 to this point and appreciate your consideration of
4 this ordinance tonight.

5 Thank you very much.

6 MR. HARPE: Good evening. My name is Jeff
7 Harpe, H-A-R-P-E. I live at 640 Burgess Hill Pass,
8 Westfield.

9 Thank you, Council. My concerns are with this
10 indoor facility. I'm looking at this facility.
11 I've read the articles in the paper. I've followed
12 the Grand Park. And I start looking at who is
13 paying for it.

14 The residents of Westfield are paying for
15 this. I see it as an unfunded liability. You say
16 it's going to be funded by hope. It's funded by
17 hope. We hope that people come. We hope the
18 developer's coming.

19 I know a little bit about economic
20 development. I lived and work with municipal
21 budgets in one of the fastest growing townships in
22 Marion County. Pike Township is what Westfield is
23 25 years ago -- or excuse me, Westfield is what
24 Pike Township was 25 years ago.

25 So I've seen responsible growth, and I've seen

1 irresponsible growth. And I have great concern if
2 this indoor facility is built on taxpayer money,
3 then it will be an unfunded liability.

4 Do we want Westfield heading down the road of
5 being a community that's residentially rich, but
6 municipally poor?

7 Thank you, Council.

8 MR. ANDERSON: My name is Mark Anderson, 227
9 Creekwood Drive, Westfield. Myself, along with Ken
10 Yerkes, we co-chair Indiana Fire Juniors, Westfield
11 Youth Soccer Association.

12 For 18 years, almost 20 years, I've been
13 involved in youth sports, mostly in leadership
14 positions. I was involved with the Grand Park
15 council, all three phases. I still continue to
16 support Grand Park projects.

17 What I can tell you is that during Phase II of
18 the project, we did investigate and review indoor
19 complexes. None of them were less than
20 \$20 million.

21 Our recommendation back to the committee was
22 that if the City was to achieve the economic
23 development that they were hoping for, they would
24 need to make an investment of this magnitude.

25 I will also tell you that as a club leader, we

1 currently send all kids to the northwest side of
2 Indianapolis to get their winter training. We use
3 this facility Monday through Friday, 5:00 to 9:00,
4 all day Saturday, and all day Sunday, and yet it
5 still does not meet all our needs. More
6 importantly, it is a very inconvenient drive for
7 our members, and many times the time slots that we
8 use are not family friendly.

9 It is the one area, as an organization, that
10 we do not meet the needs of our members, but a
11 complex like this would take care of all that.

12 Nobody wants to see the City lose
13 economically, and nobody wants to see the kids lose
14 out either. We all want that proverbial win-win.

15 Walt Disney once said, The difference in
16 winning and losing is when you quit. So what I
17 would encourage the Council to do is not to quit,
18 to stay the course, we're almost there.

19 Thank you.

20 MR. GUTHRIE: My name is Dave Guthrie. My
21 address is 7636 Timber Hill North Drive,
22 Indianapolis. I've lived at that residence for 25
23 years.

24 I have the privilege of representing Indiana
25 Soccer as its executive director. That

1 representation is about 60,000 members, a large
2 portion of which are within 35 minutes of this
3 complex.

4 To give you an idea the significance of play,
5 this year alone, we will serve 1,200 teams and will
6 schedule about 10,000 games.

7 The challenge we have is connecting the fall
8 season to the spring season. The seamless
9 opportunity by having a complex like this available
10 is extremely significant.

11 I also met just this last Saturday night --
12 when you look at the United States, we happen to be
13 Region 2. Region 2 is made up of 14 states. And I
14 had the privilege of meeting with the director of
15 the Olympic Development Program who, when he
16 learned that this might be a possibility, even
17 though I mentioned some things I thought he could
18 bring to this event -- or to this venue, he had a
19 whole list of things that he would like to bring in
20 from those 14 states. The opportunity there is to
21 add to the economic impact of what Grand Park is
22 there for.

23 So I would urge you to seriously consider the
24 event, and Indiana Soccer will do its best to make
25 sure that it overflows. Not just fills it, but

1 overflows it.

2 Thank you, sir.

3 MS. MYERS: I have prepared remarks because
4 this morning I have statistics.

5 Good evening. My name is Brenda Myers, and
6 I'm privileged to be the executive director of
7 Hamilton County Tourism, which is your tourism
8 agency for the community.

9 I also, in that role, serve as the county
10 representative to the Capital Improvement Board of
11 Marion County, which operates Lucas Oil Stadium,
12 Indiana Convention Center.

13 So I've grown to understand the complexities
14 of the financial packages that make these things
15 happen, and I know you're tasked with identifying
16 the risks and opportunities for the proposed arena
17 project, and it's not an easy task. Only you can
18 decide whether the rewards outweigh the risk.

19 Tonight I will focus, however, on whether or
20 not this is a tourism impact opportunity. The
21 greatest potential in the new Grand Park is
22 obviously the opportunity for year-round
23 competitive sports.

24 Long before Grand Park, Hamilton County was a
25 key regional destination for youth competitive

1 sports, but the addition of Grand Park has taken
2 that success to a new level. We're now known as a
3 national destination for youth competitive sports,
4 the largest in the country.

5 Through September 2014, hotel occupancy here
6 has been an astounding 70.2 percent with demand for
7 room of year to date almost 9 percent. That means
8 we've sold almost 75,000 more hotel rooms in
9 Hamilton County, and we estimate about a third of
10 those in-county rooms. That doesn't count those
11 that had the overflow to Marion County being open
12 with a portion of those sales coming back to the
13 facility.

14 Weekend occupancy is now at 74 percent. And
15 for those who track such occupancy, you know that
16 the church is almost full. The bulk of that growth
17 came April through August. And, of course, sports
18 played a huge part of that.

19 Like other industries, lodging has cycles,
20 eight- to nine-year cycles, and this hotel cycle
21 has been slower than normal, but we anticipate 900
22 hotel rooms coming on in the next two to three
23 years, which means we'll have more than 325,000
24 room nights to sell annually. We take this very
25 seriously.

1 January, February, and March, of course, are
2 our weakest periods for tourism occupancy, taking
3 December out of the equation. Anything we do to
4 drive weekend business and help sell those weekend
5 days and drive business for weekdays is an exciting
6 opportunity to support Hamilton County's already
7 robust tourism market, and we're the third largest
8 employer in Hamilton County.

9 Other year-round opportunities in the facility
10 include competitive sports requiring high ceilings
11 such as gymnastics or trampoline competitions,
12 expos for the large equipment, or demonstration
13 shows and large space complications, all of which
14 bring economic impact.

15 Much will depend on the required primary use
16 of the facility by the tenants, but a robust and
17 year-round schedule will definitely expand market
18 opportunities.

19 The success in our county has come from more
20 companies investing and more business travel, more
21 quality of life investments by individuals like you
22 through government, but also it really has come
23 from sports. I can't stress enough the economic
24 impact of sports in Hamilton County.

25 Thank you for this opportunity.

1 MS. PARIS: Jill Paris, 15865 Falcons Fire
2 Drive. It's hard to follow up on that one, but I
3 will do my best.

4 I'm a former soccer player with the Carmel
5 Cosmos. I grew up in girls soccer and kind of put
6 soccer on the map, as far as I'm concerned, under
7 Dr. McCarroll's leadership.

8 I'm a scholarship player at Butler University.
9 And I moved to Westfield and one of the reasons --
10 I mean, I graduated from Carmel High School in
11 1994, but one of the things was -- raising a family
12 here was I saw Grand Park, and it was like -- I
13 took a picture of it one night when all the nights
14 were on, when they were testing all the lights, and
15 it just was amazing to me.

16 And as a business owner, a second generation
17 in my father's insurance agency, I just said, This
18 is where I want to be. It's where I want to raise
19 my children. Although I was raised in Carmel, and,
20 you know, this is where I want to be because I want
21 to be part of this community, and it's growing.

22 So with that being said, growing up, there was
23 no place to play in the winter. So we'd fly to
24 Phoenix. We flew to Miami. I've been everywhere
25 playing soccer, but this would complete my dream

1 growing up. I mean, this would be amazing.

2 And I think also it would bring, as she
3 said -- I come from a background in hospitality
4 before I was in insurance in Orlando and Louisville
5 and everywhere. I mean there are facilities all
6 over the place, so this is nothing unusual to have
7 in the community. I mean, you have a soccer
8 program that's growing.

9 So I would definitely support this, and I hope
10 that you will as well. Thank you.

11 MR. CLARK: Good evening, Mayor, Mayor Pro
12 Tempore, Mr. President, members of the council.

13 For the record, my name is Murray Clark, with
14 the offices of 9333 North Meridian Street in
15 Indianapolis. I promise I won't talk about
16 commercial lighting this evening.

17 I do stand, though, and rise to support the
18 resolution before you, and I do so as the president
19 of the board of Indiana Soccer Association.

20 Mr. President, I will not repeat what has been
21 said here, but other than to say I completely
22 support the comments of my colleagues Don Rawson,
23 Mark Anderson, and Dave Guthrie, who is the
24 executive director of the Indiana Soccer
25 Association, and also the comments made about the

1 tourism value to Grand Park and this proposed
2 facility.

3 I would point out a couple of things. Grand
4 Park is such an extraordinary transformational
5 venue project that it has already accomplished
6 really extraordinary things.

7 We know that nationally, because in our world
8 we hear this, as you heard Dave Guthrie mention, we
9 know that people are talking about all of this all
10 over the country, most recently.

11 Within the last year, we got the commitment
12 from -- before one game had been played at Grand
13 Park, we got the commitment from our parent
14 organization, United States Soccer, to bring its
15 region to regional tournament here -- you heard it
16 mentioned that is comprised of 14 states -- in
17 2016.

18 A very conservative group that does not go out
19 on a limb, before one game was played out there,
20 they made that decision. The importance of that to
21 Westfield, that will be 10,000 bed nights in 2016.
22 10,000 bed nights that are already committed. And
23 there are other examples of that as well.

24 You know, I would just say, not to repeat
25 what's been said before you, this legislative

1 body -- and I've been in the legislature before --
2 has taken some bold, I'm sure sometimes difficult
3 steps in the past with regard to Grand Park and now
4 this issue before you.

5 I would also say stay the course. This
6 facility completes the project out there. It
7 stands, as you've heard, the fall and the spring.
8 It is world class. This facility, as designed, is
9 extraordinary.

10 And I think Dave and Don and I have seen
11 projects, venues throughout the country. There
12 will not be a nicer facility of its kind in this
13 country, if and when this is built. Already, we
14 can say that about the outdoor facility.

15 And I would also say that when this rounds out
16 the Grand Park venue, it will provide the City of
17 Westfield and its citizens the greatest opportunity
18 to realize a maximum -- the maximum economic
19 development of return on its dollar.

20 Thank you for your attention.

21 MR. THOMAS: Good evening, ladies and
22 gentlemen. My name is Ron Thomas, 7 Cool Creek
23 Circle here in Carmel.

24 I just want to start out by saying that I wish
25 I could stand here before you feeling as confident

1 as all these sports people who have no skin in the
2 game.

3 They are speaking to this from their positions
4 as building their sports organizations, not as
5 taxpayers holding the bill. I wish that they were
6 investing their monies into this and making it a
7 private facility as opposed to a publicly funded
8 one.

9 With that said, I'd like to start off and
10 follow that up with the idea that I learned of this
11 two weeks ago. Everything previous had been a case
12 of this is a private facility built by private
13 dollars going to be taxable.

14 I'll quote the IBJ from the June 21 article.
15 "Cook said the project will be financed without any
16 public contributions. Holladay will buy the
17 property and the City-owned park, making it
18 taxable, and the City will work to find a private
19 operator in the facility."

20 That stands in opposition to an article in
21 today's Star that said, "Cook told reporters
22 afterwards that Holladay was encouraged by the
23 success of Grand Park and would finance and build
24 the arena on city-owned land."

25 Is it private land, or is it city land? Right

1 now I know it's private. Right?

2 COUNCIL MEMBER: It is currently --

3 MR. THOMAS: Thank you for an answer, finally.

4 Okay. Now, following that up, beginning of
5 today Star's article, "In June, Mayor Cook
6 announced this City's Grand Park sports campus had
7 attracted \$20 million privately funded indoor
8 sports arena."

9 Second paragraph, "By the time the
10 announcement is made, however, City officials had
11 already been negotiating for months with the
12 private developer to become significantly involved
13 in helping to finance this project."

14 Now, Mayor Cook goes on to say later in that
15 same article -- or in a different article, that he
16 was factually correct in his statement.

17 I'm not saying he's not. What I am saying is
18 omission of the full truth isn't going to lend to
19 the citizens believing or trusting you guys or him,
20 and that's what's occurring.

21 I'm here because I don't trust you guys after
22 hearing this is private and now it's not. And two
23 weeks is not enough to digest any financials, which
24 really haven't come out in the presentation.

25 Why hasn't there been any financial

1 information come out about Grand Park? What were
2 the sales? What were the field rental numbers?
3 How much revenue was generated by the park? Is it
4 sustainable to build this and double the money?

5 Grand Park was originally proposed for
6 45 million. You've exceeded that budget, and now
7 you want to more than double that budget. So I'm
8 wondering, where are we going with this?

9 Is this going to be another government project
10 where you are going to have something else that you
11 need to present to say this is what's going to make
12 it successful?

13 You guys need to put that financial
14 information out. I'd ask that you table this for
15 tonight, vote on it in two weeks. Tomorrow,
16 release the financials of what has occurred at
17 Grand Park so far. Let the community digest it. I
18 think that's fair. It's our money.

19 Thank you.

20 MR. BROWN: Thank you, Councilors. My name is
21 Allen Brown. I live at 15882 Bridgewater Club
22 Boulevard here in Westfield.

23 I am on the board of both Indiana Soccer
24 Properties and the Indiana Soccer Association.
25 I've been in soccer management association for 25

1 years when I'm not in my day job.

2 I'm not going to talk about what a great
3 facility this is because it's a given. It's going
4 to be one of the finest in the nation.

5 I will talk about the financing piece of that
6 because that has been brought up, and it's
7 obviously a very important part of this. We're
8 going to be the people, the organization
9 responsible for bringing teams and players and
10 bodies into the building.

11 We are contemplating, at this point in time,
12 and very close in finalizing a deal for 92 percent
13 of the space in there, and the rent that we're
14 going to pay is what's going to pay the debt
15 service and the maintenance costs and everything
16 else.

17 We are a conservative organization. Our
18 mission is to further youth and adult soccer in the
19 state of Indiana. This is a huge leap for us.
20 We've never taken on anything quite like this.

21 We have crunched some numbers. We have
22 folded, we have been over and mutilated them.
23 We've looked at it every way possible, and we have
24 come unanimously to the conclusion that this is
25 something that can be done, that will be done, and

1 will be a great success financially.

2 Most importantly from our perspective, it's
3 going to be great for the kids of Indiana, for the
4 adults of Indiana who play soccer. It's going to
5 be great for ultimate frisbee, it's going to be
6 great for lacrosse, it's going to be a fantastic
7 place for marching bands to practice.

8 It has convention opportunities, it can host
9 gradations, put your prom in there, it can be the
10 type of trade show venue that can generate the kind
11 of revenue that gets generated down at the
12 convention center. It's a one-of-a-kind facility
13 in that regard.

14 We enter into this cautiously, conservatively,
15 but confidently. We think this is going to be a
16 great success. We're very, very proud to be a part
17 of it. And we hope you'll make that vision come
18 true with a positive vote.

19 MR. WEBBER: Good evening. I live at 13367
20 Lorenzo Boulevard in Westfield. My name is Mark
21 Webber. I currently serve as the executive
22 director for Indiana Fire Juniors, lifelong soccer
23 player and coach.

24 The state of Indiana has a very rich history
25 in soccer. We have four national youth titles to

1 our name in the state. Indiana University has
2 seven national NCAA titles.

3 We haven't had a team on the youth side in the
4 final rounds of the championship for five years.
5 Our game is currently losing ground to teams from
6 other states, warm weather states that can play all
7 year round, and states that have state-of-the-art
8 facilities like this one.

9 So as a club, we've done a couple things to
10 put an improvement plan in place so we can get back
11 to the national promise that we had five years ago.
12 Obviously, one of those is having Grand Park to
13 play at, the best facility in the country.

14 The second piece is an affiliation with a
15 professional organization. We are affiliated with
16 the Chicago Fire profession group. We are bringing
17 state-of-the-art coaching curriculum, techniques,
18 processes to our club.

19 And the final piece for us, which has been
20 mentioned a couple of times, is to bridge that gap
21 between the spring and the fall season. So a
22 facility like this allows us to play a full year
23 season, it allows us to play the exact structure
24 that you play the games on a 10 by 10, 11 by 11
25 field.

1 Currently, we play in a very cramped -- you
2 cannot simulate game-type situations where we do
3 the indoor and out. This allows us to do this. So
4 from a soccer perspective, we'd love to have this.

5 On top of that, soccer is the fastest growing
6 sport in the country. If you're not a soccer nerd,
7 most recently we just signed -- NBC just signed a
8 premier deal for showing soccer games on TV.

9 So we need this to stay on top of the game.
10 Thank you.

11 MR. DOUTHIT: Hello. My name is Eric Douthit,
12 D-O-U-T-H-I-T, 2633 Old Vines Drive in Westfield.
13 I've lived there since 2005.

14 I'm here speaking solely as an individual.
15 I've got three kids in the Westfield School
16 District.

17 I've had a chance to review what was posted
18 online. I've had a chance to do the due diligence
19 in this. And I think this is a wonderful
20 opportunity for Westfield. I would urge you guys
21 to adopt this particular project as proposed.

22 Thank you.

23 MR. BURDICK: I hadn't planned to speak until
24 just a few minutes ago. I was asked to just come
25 and support.

1 My name is Bob Burdick. I live at 451 Quincy
2 Place, Westfield, Indiana. And I'm here as a
3 Westfield resident, but I have kids that are
4 involved in the Indiana Fire program and the WYSA
5 rec program to the point that actually I'm looking
6 forward to a facility like this currently right
7 now.

8 Both my daughters and my son play practice
9 soccer in a converted warehouse on a concrete floor
10 with a green veneer flooring. So I'm looking
11 forward to a facility like this.

12 But as a Westfield resident, how do I keep my
13 taxes at the same or lower, and yet provide great
14 services?

15 In every -- through people -- I have a friend
16 that works for the Entrepreneur Magazine, I've
17 looked on the internet. Everybody says an urban
18 anchor development that allows businesses to come
19 and a city that encourages businesses to come, once
20 that anchor facility is provided.

21 I think this is it, and I encourage you to
22 keep going forward both from a low tax point of
23 view in getting a bigger tax base not from your
24 residents but from businesses.

25 And I'd also encourage my -- I have a daughter

1 that actually is on the Olympic Development Team,
2 which is not associated with the Grand Park, but
3 they utilize that facility greatly, and they are
4 currently looking for an indoor place. Either
5 that, or we're going to be out there in December
6 and January, and I'm not looking forward to that.

7 MR. LOHE: Thank you. My name is Eric Lohe.
8 I'm the current president of the Westfield Chamber
9 of Commerce, and I'm speaking as that this evening
10 on behalf of the Board of the Chamber of Commerce
11 of Westfield.

12 We have 14 members on our board, and the
13 statement that I'd like to read was unanimously
14 adopted by all 14 of them.

15 The statements says this: The Board of
16 Directors of the Westfield Chamber of Commerce
17 affirms the good work of the City of Westfield as
18 it currently is engaged in a number of strategic
19 projects designed to enhance Westfield. All of
20 these are designed to drive significant, healthy
21 economic business growth in our community.

22 The Grand Park indoor athletic facility
23 provides year-round sports capabilities, which will
24 make Westfield much more desirable to business
25 prospects.

1 Knowing that the Grand Park will be drawing
2 people and tournaments 12 months of the year,
3 provides businesses the opportunity for consistent
4 monthly revenues versus having seasonal revenues
5 only.

6 In addition, the opportunities for year-round
7 employment at the athletic facility will be a great
8 economic plus for Westfield.

9 As a Board, we endorse the proposed plan and
10 encourage the City Council to approve the building
11 of the Grand Park indoor athletic facility.

12 We firmly believe that it will be an
13 additional incentive for continued economic
14 development around the Grand Park. And we, as a
15 board, thank you for the good work of the City
16 Council.

17 Thank you.

18 MR. MEAD: Honorable Mayor, Honorable
19 Ex-Mayor, Honorable City Council, my name is Mic
20 Mead. I live at 15466 Oak Road, Westfield.

21 I have no financial interest in these
22 projects, land or otherwise. I have no sports
23 interest, other than the fascination of what we've
24 been hearing tonight.

25 I'm a retired builder of successful specialty

1 businesses. I was on the town council in the first
2 few years after the millennium. Westfield had no
3 industry. We had businesses. We had IMMI. We had
4 a telephone company that left.

5 We had a presentation made to us for a
6 building that might be a four-story building, maybe
7 no windows, maybe black, maybe smoke stacks.
8 Probably would need 3 million gallons of water a
9 day.

10 Of course, it didn't get very far. We didn't
11 have 3 million gallons of water a day. We had a
12 good water company, but not on that level.

13 It wasn't long after that, that Hamilton
14 Western Water Company became available to us. We
15 bought it. It took a lot of doing.

16 Carmel mayor encouraged -- stood right here
17 and encouraged us to do it, and then he tried to
18 keep us from doing it because he wanted the whole
19 thing. We fought for it. We got it.

20 After that the committee solicited input from
21 people that maybe knew what they were talking about
22 on this kind of thing. One of them was Senator
23 Luke Kenley.

24 We invited him. He came quickly here. We
25 asked him for his advice, what he thought of it.

1 He said, It will be huge for Westfield if you run
2 it like a business, the water company.

3 We put together the management for that water
4 company, putting together Westfield's old company
5 and our half of Hamilton Western. It took a while
6 to get the two merged. They were different
7 cultures and different rates. We got it done and
8 the council that followed got it done.

9 When the opportunity came along to follow
10 Govern Daniel's example of selling the toll road,
11 highly successful. Think what that's done for us.
12 Think what the freeway is going to do for this
13 town. It put us on the freeway.

14 We followed that example, and some of you
15 folks and our ex-mayor put together the sale of the
16 water company, Todd Burtron and others. Brilliant.
17 Absolutely brilliant. We ran it like a business,
18 you ran it like a business, and it worked. And
19 they made a huge profit, what a sales opportunity
20 it was.

21 Now what are we going to do with that
22 opportunity? Enhance the freeway, improve our
23 roads. Lots of money left over. Not as much as
24 original because we've had great opportunities.

25 Well, yes, there were risks. People who have

1 built businesses from the ground up, especially
2 specialty businesses, know that you have to take
3 risks. You have to be involved in risk management.
4 You have to manage for risk.

5 I know how. Several of you know how.

6 COUNCIL MEMBER: I think your time is expired.
7 Could you conclude.

8 MR. MEAD: In any business, in any military --
9 in military exercises or, heaven forbid, warfare,
10 the field changes, opportunities change, and some
11 things have to change, new investments have to be
12 made, new risks have to be taken. They have to be
13 managed.

14 I know that this administration and you folks
15 know how. There was so much bologna in today's
16 paper and in other blogs going around that I know
17 that can be explained.

18 Please, approve this wonderful opportunity for
19 Westfield to have a magnificent, clean, popular,
20 world renowned industry. Thank you.

21 MS. WILLIAMS: My name is Sharon J. Williams.
22 I live at 807 East State Road 32, Westfield,
23 Indiana, a quarter of a mile west of U.S. 31.

24 In that area, there have been several
25 farmlands that have gone without water and they've

1 dried up because of all this water management,
2 okay, so that is a total lie when you say you've
3 done the management. I've complained about this,
4 but that goes by the wayside.

5 The main reason I'm coming up here to speak
6 was I'd like to know where you really, really think
7 this money is going to come from. It's going to
8 come from parents who are going to put it on their
9 charge card, and what they're going to do is end up
10 bankrupt.

11 And the only people that are going to get paid
12 are the soccer administrations, the lawyers who are
13 doing whatever they do, the accountants who are
14 getting paid to keep the bills paid, the building
15 bidders who are going to be building the thing.
16 They're going to make money, but the peons are not
17 going to make money.

18 There's going to be millions and millions of
19 soccer moms and soccer dads who are going to go
20 bankrupt, and I know a few, and that's who you're
21 going to bleed your money from. I think that's
22 totally ridiculous.

23 I agree with Ron Thomas. He's the only one
24 that has made any sense whatsoever. I don't see
25 how anybody could invest in this, especially city

1 money.

2 I did intend to go to the county courthouse to
3 find out exactly how much the Hamilton County and
4 the City of Westfield did receive each year. I got
5 some papers at home, but I wanted to see what the
6 current year was.

7 Now, that's what you're running from. You've
8 got to be able to pay your lawyers, these two here.
9 You've got to be able to pay Mayor Cook \$200,000.

10 COUNCIL MEMBER: How much?

11 MS. WILLIAMS: It's 130-.

12 And then you've got to pay the fire people.
13 You've got to fill their bank account with
14 retirement money. I don't see how you're going to
15 do all this. I think the whole thing is
16 outrageously stupid.

17 MR. WOOD: Ladies and gentlemen of the
18 council, my name is Craig Wood. I reside at 167
19 East 191st Street.

20 I'm going to put a few things at rest. My
21 wife and I are the co-owners of the proposed
22 building site. I have gone on record with the plan
23 commission stating that I'm in favor of the
24 building being constructed.

25 Yes, I'm going to look at it every day from my

1 house, and I will drive by it every day from my
2 house.

3 And, you know, I'm kind of excited about
4 seeing that building because I've seen the activity
5 that has gone in the park, and I know that this
6 activity will resume in the off season as the
7 sports folks have talked about and make it a
8 year-round facility.

9 I think the Grand Park and the area
10 surrounding it is a goldmine waiting to happen. I
11 certainly understand where the restaurants and
12 hotels would be a little questionable, they want to
13 make sure this thing is going to happen before they
14 dedicate putting up concrete. And, yes, we've seen
15 some new concrete and structures go up on that.

16 Regarding the farmstead, I've had some of the
17 best crops I've had this year. Yes, we've had some
18 big rains. We've had some rains that have been a
19 concern. My aquifer -- the aquifer that ground
20 comes from, it's not been impacted.

21 I would like to say that I don't envy you, the
22 choices you're going to have to make. I'm trusting
23 that due diligence has been utilized in preparing
24 your information. I understand that there has
25 maybe been some information that would like to be

1 seen that's not been visible yet. I'm trusting
2 that that will happen as well.

3 My other big concern is regarding, I don't
4 know if it's going to end up being a public
5 structure or a privately funded structure. I just
6 want to make sure when I collect the check for the
7 sale of that property that it's a good check.

8 Thank you.

9 MR. BRUMBARGER: Council, thank you. My name
10 is Ron Brumbarger. I live at 34 West Woodsage
11 Court in Westfield. I say hi to many of my friends
12 here.

13 I have kind of an interesting perspective.
14 I've started and grown or sold seven businesses in
15 Hamilton County in the last 20 years. I've owned a
16 technology firm for 23 years in Indiana.

17 I get risk, by the way. 23 years ago, do the
18 math, okay. I get the idea of risk. I get the
19 idea that it takes money to make money, and you
20 have to have the long view for such an investment.

21 I've also served in an economic development
22 capacity, so these conversations aren't entirely
23 new to me. I've served as the vice chairman for
24 two years -- the chairman for two years, and the
25 vice chairman for two years of the economic

1 development organization known as the Hamilton
2 County Alliance that's been rebranded recently. So
3 I've worked with Matt and Mayor Cook and many folks
4 in similar capacities around the county for a long
5 time.

6 One of the things that's clearly evident to me
7 is when you have an article like what came out in
8 today's newspaper, that two weeks isn't going to
9 matter. It's not going to matter guys, gals. It's
10 not going to matter. Get the facts out. Let the
11 facts be seen.

12 Matt can attest on the bottom of my card, I
13 picked both in support of and in opposition of this
14 project. I think it's a great idea. I get
15 economic development. I get the long-view
16 perspective, as I've already stated.

17 But I do not think that rushing tonight to
18 make a decision when the facts are murky -- and you
19 may think they're clearly stated -- but when the
20 facts are murky, I don't think that's a wise
21 choice.

22 I encourage you, forge ahead with this,
23 provided the funding is there, provided the
24 economics are in place, and that the people
25 understand what the commitment is that you are

1 signing them up to make.

2 I like the idea. My kids aren't in sports any
3 longer. My kids are off, out of the sports area at
4 their age, but I love the vision. But I don't love
5 the timing of the facts that have been put out or
6 the misinformation or the disinformation that's
7 been put out.

8 So my encouragement to you is forge ahead in
9 support, but pause, wait, get the facts straight,
10 put it out there, else you risk the black eye out
11 of the gate, and no one wants that for a project of
12 this magnitude.

13 So, thank you for your time.

14 MS. NASS: Linda Nass, 1122 East 161st Street.
15 I'm speaking for the 161st Street neighbors, just
16 to give some views of several people who are out
17 there. You know, ask my grandkids, when anybody
18 wants something that's exciting and fun, I'll make
19 it happen, okay.

20 But there are still people who have some
21 concerns about the finances and the development and
22 what's been going on. And we've read the details,
23 and unfortunately the devil's in the details.

24 This is no longer a \$20 million project, it's
25 \$25.7 million. And the way it's written up is the

1 taxpayers, you know, are on the line. Holladay is
2 financing, it looks like it's pretty much
3 contingent on the City passing this and saying
4 we're behind this financially. Hopefully, these
5 leases will come through.

6 But I just wanted to point out some things
7 that people in the community are talking about.
8 And now that we're going down this path, you know,
9 many have said we need a year-round activity at
10 Grand Park, and going down this path now, that
11 sounds great.

12 We do have, according to the September
13 announcement, a \$6 million fieldhouse coming in
14 paid privately, and everybody thinks that's a good
15 idea, that the private company is going to come in.
16 They think this is a good investment. It's a good
17 place to be. It's a good thing to do.

18 They're going to have basketball, volleyball,
19 offices, cafe, perhaps a sports rehab. They're
20 going to buy the property, pay the taxes on the
21 10-acre site. This seems more the type of facility
22 many of us hope to attract once we got into this.
23 We're here now.

24 However, you know, the monies have gone up
25 from when this was promoted as 20 million. The

1 base rent is like -- I'm a numbers' person. I'm a
2 financial CFO, so I look at numbers. Love to make
3 things happen, if we can forward them, in the
4 long-term, even.

5 But the base rent is anywhere from 53 million
6 with the limit of 62 1/2 million. There's
7 additional rents on top of that. There's a lot of
8 cost involved. I hope all these people with the
9 organization come through and they make big
10 commitments, and they make them for the next 25
11 years.

12 Because in reading this lease, it's pretty
13 tight. It's pretty in favor of the landlord,
14 Holladay. In the resolution we wrote -- in the
15 resolution passed two weeks ago, "A need exists for
16 the project, and the project cannot be provided
17 from any funds available to the City."

18 Okay. We're asking, then where are we going
19 to come up with funds if this doesn't go in the
20 best-case scenario that's being presented? That's
21 a concern to people out here because it falls back
22 on the taxpayer.

23 We get to the fact the lease says that the
24 funds for this ordinance and this lease come from
25 any and all city revenues. So there could be

1 other -- you know, it could take from other
2 projects. Are we putting other projects at risk?
3 Are we putting highways at risk? Are we putting
4 streets at risk? Are we putting other things at
5 risk to do this?

6 A few years ago, we came out with a Grand
7 Junction Project that was estimated that we would
8 put in over \$62 million of public investment in
9 Grand Junction. We still seem to be going full
10 steam ahead on Grand Junction. Where is the limit
11 on our funds?

12 I went back and got net assessed value at the
13 county office, and she gave me that our net
14 assessed value, which we get our taxes off of,
15 okay, which we pay a lot of our bills, from 2009
16 decreased in 2010. Decreased again in 2011.
17 Decreased again in 2012. Paying 2013 from 1
18 billion 7.50 to 1 billion 689.

19 2013 is the first year it went up, but it went
20 up still less than it was in 2009. So we're not
21 growing gangbusters. The taxes aren't just flowing
22 in like crazy. And then this year, we've had a
23 little bit of overall increase. We're up about 123
24 million in AV. So we get a little bit more tax
25 money.

1 But, yes, this looks like a great thing. It
2 looks like a beautiful building. It would make a
3 lot of people happy, but can we honestly afford
4 this? I think we seriously need to look at the
5 details of this lease. There's an awful lot of
6 financial stuff in there. It is concerning.

7 I think we need more disclosure -- what we
8 think we need. More disclosure, full and accurate.
9 And then we want a continuing disclosure to go
10 forward with this.

11 We want a continuing disclosure to the public
12 of where we are in the finances and how are we
13 doing, and do we have these leases, and did they
14 come through.

15 Even the commission who presented this in the
16 resolution last week, they said the commission
17 tentatively determines that the acquisition,
18 construction, and equipping of the project will not
19 have an adverse competitive effect on similar
20 facilities already constructed or operating in or
21 near Westfield.

22 They estimate that upon completion, there will
23 be 13 full-time jobs and approximately 30
24 part-time. I'm not sure that's a lot for a project
25 where we're investing this kind of money.

1 So, financially, please look into the details.
2 Thank you so much for your time.

3 MR. SUMMER: Ted Summer. I live at 21001
4 Anthony Road, Westfield, Indiana, and I've lived
5 there for six years.

6 I'm also a member of the Board of Indiana
7 Sports Properties that has been talking very much
8 with ourselves and with the City about how we can
9 go about helping to pay the lease costs, and we've
10 got it to the point where I, who am a skeptic CPA,
11 believe that we can do this.

12 And our belief is going to be backed up to the
13 extent we can by a half a million dollars, which we
14 would then be putting at risk should we be wrong in
15 meeting those obligations of the City.

16 I am a financial adviser for municipalities,
17 and my clients include Henderson, East Chicago, and
18 Evansville, and a whole bunch of different Lake
19 County cities and towns. I look at numbers a lot.
20 And at first I was skeptical.

21 But we have the best person possible to fill
22 that place up, and his name is Don Rawson. And I
23 was one of the last people who said, yes, we need
24 to do this because we can help them to do this. We
25 can make our nut. We can meet the obligations of

1 the debt service and the operating costs.

2 Is anything certain other than death and
3 taxes? No. But we've set it up now so that I'm
4 pretty sure do can this. And we can do it 100
5 percent, and we can do it right out of the gate.

6 I wish Highway 31 wasn't such a mess because
7 it's a little hard to get there right now, but this
8 is a good thing, not just for ISP, but for
9 Westfield. And not justing for soccer, but for all
10 the other events that can be had in there.

11 It's my belief you shouldn't call it a sports
12 facility, this is a multiuse facility. That's how
13 I feel about it.

14 And I've got 48 seconds left, but I'm
15 finished. Thank you.

16 MS. WILKINS: Hi. My name is Lisa Wilkins. I
17 live at 213 Beechwood Drive.

18 I just wanted to follow up on a couple of
19 things that have been said here and repeated over
20 and over talking about what a great idea it is.

21 If it's such a great idea, then why isn't
22 private money doing it all, private development?
23 Why do we have to have the City supplement it, if
24 it's such a good idea?

25 The issue of the details not completely being

1 released, that information is very murky. As a
2 taxpayer and a resident with small children here in
3 Westfield, I would like to have more information.
4 I think you guys need to make that a little bit
5 more transparent.

6 The information talking about using City
7 money, we've already done that with the resolution
8 that you passed using money at the Grand Park. And
9 that resolution was murky because there was no end
10 date when that money was going to be paid back.

11 And so the lack of transparency really
12 concerns me as a resident here in Westfield, so I'd
13 like you to take the time and make sure that
14 there's complete disclosure to the taxpayers before
15 you vote on this issue.

16 Thank you.

17 (Whereupon, the public hearing was closed.)
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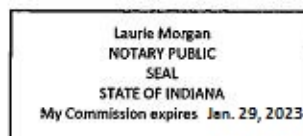
1 CERTIFICATE

2
3 I, Laurie Morgan, a Notary Public in and for
4 said county and state, do hereby certify that the
5 foregoing public hearing portion was taken down in
6 stenograph notes from audio provided and afterwards
7 reduced to typewriting under my direction; and that
8 the typewritten transcript is a true record of the
9 proceedings;

10 I do further certify that I am a disinterested
11 person in this cause of action; that I am not a
12 relative of the attorneys for any of the parties.

13 IN WITNESS WHEREOF, I have hereunto set my
14 hand and affixed my notarial seal this 23rd day of
15 February, 2015.

16 



19 My Commission expires:
20 January 29, 2023

21 Job No. 95816
22
23
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25

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In the Matter Of:

Westfield City Council Meeting - Ordinance 1502

Public Hearing Portion



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WESTFIELD CITY COUNCIL MEETING

ORDINANCE 15-02

PUBLIC HEARING PORTION ONLY

TRANSCRIBED BY LAURIE MORGAN, NOTARY PUBLIC
IN AND FOR THE COUNTY OF MARION
STATE OF INDIANA

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1 (Whereupon, the public hearing was opened.)

2 MR. HARPE: Good evening. This is
3 interesting, but we are on a redo, a revote on
4 something that was already voted on. I'm here as a
5 concerned citizen, not as a political figure as
6 some might say. I'm very concerned about this
7 facility for the taxpayers.

8 Back in October, I came to the meeting, and
9 that was the first that I heard that this was going
10 to be leased by the City.

11 Back in June the mayor said that this facility
12 was going to be built on private land with private
13 money and let me leave this meeting thinking, What
14 went on? Where's the transparency? Where are the
15 facts? Where are the figures? Where are you
16 numbers?

17 I am a firefighter. I'm a professional
18 firefighter. I look at budgets, city budgets. I
19 understand the cost that's involved in building a
20 facility like this when it comes to public safety.

21 There was no facts, no figures given, but
22 we're told by the council members that we discussed
23 this topic extensively. We're competent on these
24 numbers. They're hypothetical numbers. It hasn't
25 been built yet. There is no money coming in from

1 the facility. It's all speculation.

2 So I'm here challenging you to look at this
3 situation with open eyes because you do represent
4 the residents out in the community. And it's
5 important that they have facts, figures, honesty,
6 transparency.

7 Who's the puppet master here? Who is pulling
8 the strings for the City Council? What's at stake?
9 If this place is built and people walk away with
10 your golden parachutes, the taxpayers are left on
11 the hook. Nothing about this makes any sense.

12 I love youth sports. I'm an advocate for
13 youth sports, but the mayor said in the state of
14 the City address that anybody that opposed him, or
15 this thing that he's got going on, is a CAVER, a
16 citizen against virtually everything. You're
17 right, I'm a CAVER. I'm a citizens against
18 venomous ethics.

19 So I plead you to reconsider your vote.

20 MR. GUTHRIE: Members of the Council, my name
21 is Dave Guthrie. I'm the executive director of
22 Indiana Soccer.

23 It's my pleasure to speak in favor of the
24 ordinance, but first I'd like to thank the lady in
25 front of me from the Cancer Society.

1 My family had suffered -- not myself, but my
2 wife. And having gone through cancer and seeing
3 her become a survivor, it was very much predicated
4 on the volunteer base, and you made that journey
5 from being diagnosed to success, it's so much
6 pleasurable than it would have been without you.
7 So thank you very much for that.

8 I won't reiterate the comments that I made the
9 last time I stood before you, but I would add a
10 couple of things I didn't mention.

11 Indiana soccer is anxious to move its
12 headquarters to Westfield. What that would do,
13 that would bring eight full-time employees and
14 several part-time.

15 We'd also need to expand those full-time and
16 part-time positions to be able to handle the
17 additional programs that we would be delivering
18 inside the facility, and we would also be hiring
19 several thousand hours of contractors, and that
20 would be in the form of referees or educators as
21 Indiana Soccer has a lot of parent and coaching
22 education.

23 I just wanted to add those points where the
24 facility would be looking at long-term tenants, and
25 Indiana Soccer would be anxious to move to

1 Westfield.

2 Thank you very much.

3 MR. FERGUSON: Mr. Mayor, members of the
4 Council, I have -- instead of making comments, I've
5 got a mixture of comments and questions that I
6 would like addressed, some right now and then some
7 I hope would be addressed later on after comments
8 are made. I don't want to spend my entire three
9 minutes waiting for an answer.

10 So first, has the City of Westfield conducted
11 a request for proposal process that allows
12 developers to competitively bid on the right to
13 build an indoor soccer facility? And if not, why
14 not?

15 Will there be property taxes paid on the
16 indoor facility? And if so, who is paying the
17 taxes and how much are they expected to be? Will
18 Westfield essentially be paying the taxes to
19 itself?

20 If building the indoor facility is such a
21 great deal, such a great investment, then why does
22 the City of Westfield need to guarantee the lease
23 payments? Why does the City need to be the
24 risk-bearer?

25 There are subleases with two different

1 enterprises. Why doesn't the developer sign a
2 lease agreement directly with them?

3 I assume the developer is in the business of
4 making money, and that the reason he needs
5 Westfield to sign a non-cancelable 25-year
6 agreement is because they wouldn't get such
7 favorable terms from anyone else.

8 The City is guarantor of payments for the
9 25-year lease agreement. Perhaps you can explain
10 why the payments should be considered as debt for
11 the City of Westfield.

12 I expect we'll hear from many soccer
13 organizations after me who will come before you and
14 proclaim how much this indoor facility is needed
15 and how much it will be used. And I question why
16 don't they sign the 25-year non-cancelable lease
17 agreement directly with the developer?

18 Why haven't financials from the first year of
19 Grand Park been disclosed? I believe this was
20 requested at the 10/27/14 meeting.

21 Besides the sublease agreements, what other
22 disclosures have been made about the indoor
23 facility since the 10/27/14 meeting? And have any
24 disclosures been made in the last two weeks?

25 How does this meeting avoid the prejudice

1 associated with the open doors lawsuit recently
2 filed?

3 And lastly, I note the whereas clause in the
4 middle of Page 2 of Ordinance 15-02 discussing
5 disclosure of any pecuniary interest by the
6 Council. I note that despite the very broad
7 authority given to the mayor under Section 4 of the
8 same ordinance, there is no such similar whereas
9 clause for the mayor and his staff.

10 Those are all the comments I have. Thank you.

11 MS. AHLER: Mr. Mayor, Council members, fellow
12 residents of Westfield, my name is Marla Ahler, and
13 I have lived in Westfield for almost 16 years in
14 the home my grandparents built in 1965.

15 My limited education on Westfield city
16 politics began only a few short years ago. I am a
17 proponent of economic development. I am pleased so
18 far with Grand Park. I look forward to the
19 development of Chatham Hills.

20 I stand before you hoping that you have great
21 intentions for my future in Westfield. However,
22 when I read in the Indy Star that someone should
23 consider whether the City Council had violated open
24 door policies on this matter, I said to my husband,
25 Someone should make this their business, but why

1 should it be me?

2 Now that Mr. Harpe has asked a judge to
3 consider your culpability, I am relieved that I
4 didn't ask the question, as I can't imagine
5 Mr. Zaiger suing me for asking him.

6 I have the following questions for you: As a
7 resident and taxpayer, will you please consider my
8 opinion about this indoor soccer facility?

9 The plan for the public/private partnership
10 between the City and Holladay Properties has the
11 potential to be a house of cards for taxpayers.
12 Why should we accept your word that a \$53 million
13 property will generate the revenue you promised?

14 What if your revenue figures are inadequate to
15 meet operating and debt costs which are
16 considerable? Why should taxpayers be on the hook
17 for a 25-year, trust-me-this-will-work project?

18 Why won't you follow the request for proposals
19 process? What if the project could be completed
20 for far less?

21 You have a responsibility to hear our concerns
22 and consider those ideals that we, your
23 constituents, hold dear.

24 In 2009, Mayer Cook told WTHR that there were
25 only two other communities in the country that

1 would compare to this \$1.5 billion community plan
2 for Westfield. He referenced one of those being
3 Disney World.

4 What if 25 years from now we find out that the
5 only thing we have in common with Disney World is
6 the decision to burden taxpayers by funding a
7 \$53 million facility, without considering all
8 options, is both goofy, dopey, and that we've all
9 been taken for a ride?

10 Thank you.

11 MR. LOHE: Mr. President and Councilors, I'm
12 Eric Lohe. I'm the immediate past president of the
13 Westfield Chamber of Commerce.

14 And this evening I would like to speak on
15 behalf of our board that consists of Tom Dooley,
16 Rob Garrett, Karen Keinsley, Kevin Buchheit, Eric
17 Douthit, Andi Montgomery, Dwight DePeau, Terri
18 Flood, Pat Fox, Bob Robey, Jeff Sinclair, Nick
19 Verhoff, and Tom Warner.

20 And some of those I will ask, that are here
21 today, if you would please stand.

22 I would like to read a statement that had
23 unanimous support from the Board of the Westfield
24 Chamber of Commerce.

25 "Members of the Westfield City Council, the

1 Board of Directors of the Westfield Chamber of
2 Commerce affirm the good work of the City of
3 Westfield as it currently is engaged in a number of
4 strategic projects designed to enhance Westfield.

5 All of these are designed to drive
6 significant, healthy economic business growth in
7 our community. The Grand Park indoor athletic
8 facility provides year round sports capabilities,
9 which will make Westfield much more desirable to
10 business prospect.

11 Knowing that the Grand Park will be drawing
12 people and tournaments 12 months of the year,
13 provides businesses the opportunities for
14 consistent monthly revenues versus seasonal
15 revenues only.

16 In addition, the opportunity for year-round
17 employment at the athletic facility will be a great
18 economic plus for Westfield.

19 As a board, we endorse the proposed plan and
20 encourage the City of Westfield to approve the
21 building of the Grand Park indoor facility and its
22 lease.

23 We firmly believe that it will be an
24 additional incentive for continued economic
25 development around the Grand Park.

1 Thank you for the good work of the City of
2 Westfield from the Westfield Chamber of Commerce
3 Board.

4 Thank you.

5 MR. WEBBER: My name is Mark Webber. I'm the
6 executive director for Indiana Fire Juniors. I'm a
7 Westfield resident.

8 This is my second time addressing the council
9 on this issue. I will not repeat what I said last
10 time. But since the last time I spoke to you, I
11 mentioned that we were going to have six events at
12 the park this year.

13 We believe into next year we'll have over
14 1,000 teams that will be coming to Westfield to
15 participate in the Indiana Fire Juniors events
16 alone, not mentioning the state of Indiana events
17 and the national events that also come to the park.

18 I mentioned before that Indiana has a rich
19 tradition and history of soccer, seven national
20 championships in Indiana, three youth
21 championships, two through Carmel United, one
22 through the youth program.

23 This sport has become a 12-month sport. We
24 currently have 1,200 kids that play travel soccer
25 in our program. We send them now to four different

1 locations for indoor training in the wintertime.
2 Three of them are in Indianapolis. Only one is in
3 Westfield.

4 We need the facility for training and to keep
5 up with the tradition of excellence that we have in
6 Indiana in the sport of soccer. We're falling
7 behind. States of Ohio, Michigan, Wisconsin all
8 have full-year facilities. Illinois has full-year
9 facilities.

10 With the club our size and the backing of
11 Chicago Fire, the one thing we're lacking in our
12 program is a state-of-the-art indoor facility. The
13 outdoor facility speaks for itself.

14 With all the events that we had, the one
15 consistent complaint that we hear, hotels are too
16 far away from the park.

17 Our belief is that when the indoor facility is
18 added, that will bring additional economic
19 development around the park, bring hotels and
20 businesses closer to the park, and make it a more
21 viable and economic destination for all the clubs
22 that we bring in from out of town.

23 And, again, that's 1,000 teams. And probably
24 65 percent of those are coming from outside of the
25 state. Probably 80 percent of those total are

1 staying in hotels here locally.

2 Thank you.

3 MR. THOMAS: Good evening. Ron Thomas, 7 Cool
4 Creek Circle, Carmel, Indiana.

5 I wanted to start out with a follow-up from
6 last time. There was a question by one of the
7 council members asking if this property would be
8 taxed. And all I heard was her getting run around
9 the bushes and never got a yes-or-no answer on
10 that.

11 I would like a yes-or-no answer tonight. And
12 if it is going to be taxed, to what extent? Is it
13 only going to be half of it, is it going to be all
14 of it, what?

15 Secondly, I would like to address the fiscal
16 condition the City is in. In the past, I've stood
17 up here and asked about it, and I've been told it's
18 in great shape.

19 We currently have the second highest tax rate
20 in the county, which is not great shape. We have
21 over 20 percent of the land mass of the City in a
22 TIF district or districts, according to the
23 Hamilton County website.

24 And both those things really concern me. The
25 TIF districts are taking money away from our

1 schools, county libraries, townships, and driving
2 them somewhere else.

3 The next aspect of the financial condition is
4 we have currently eight bonds that are active in
5 the public world. Of those, seven of them have
6 been issued since we became a city. Of those
7 seven, there's only one of them that has a higher
8 interest rate than what this agreement states.

9 And as one reason you guys have stated we're
10 going through this process in the manner we are is
11 because the City cannot get a lower interest rate
12 than 4.15. But our history shows that's not true,
13 unless we're in such financial dire straits and we
14 don't have the revenue to pay those bonds and meet
15 the requirements of due bonds.

16 There are three bonds due: One in '16, one in
17 '17, and one in '18. Therefore, respectfully, 10.7
18 million, 9.3 million, and 26.2 million. They were
19 five-year bonds. They were interest-only bonds.

20 Those are going to have to be refinanced or
21 paid off in the next three years. How are we going
22 to do that? If you're not sure, don't obligate us
23 to another 53 million.

24 From Mr. Zaiger, I would like -- these are
25 definitions from -- I'm speaking for a group, Cool

1 Creek neighborhood.

2 In your ordinance, right on the very top, it
3 says you guys are doing this under 36-7-11.9 IC.
4 Well, in there, there's definitions. One of them
5 is a developer.

6 The definition of a developer says it's a
7 person who proposes to enter into or has entered
8 into a financing agreement with the unit, that
9 would be the City, for economic development for
10 pollution control facilities, and it has entered
11 into a separate agreement with some person for a
12 substantial use of the facility financed.

13 The developer in this case has not entered
14 into any type of agreement for somebody else to
15 use. You guys have done the subleases. You can't
16 be the unit and the party in this, according to
17 this. So the developer is not a developer,
18 according to the IC definition.

19 The user, the user means a person who has
20 entered into a financing agreement with the unit,
21 the City, a developer or lender, in contemplation
22 of its use of a facility. I have no problem with
23 that one.

24 But then there's also the financing agreement.
25 The financing agreement means an agreement between

1 a unit and a developer, user, or lender, of the
2 financing of, the title to, or possession of
3 economic development or pollution control
4 facilities and payments to the unit. Not from the
5 unit to the unit.

6 In this case, you guys are agreeing, per this
7 definition, of a reverse. You guys are willing to
8 pay for this facility. The developer is supposed
9 to pay according to the definition in the IC.

10 And you guys have been counseled by City
11 attorney, so I would like to hear his explanation
12 of how these definitions fit this process.

13 Thank you.

14 MR. ANDERSON: Good evening, everyone, and to
15 the City council, thank you for the opportunity to
16 get up here and speak before you.

17 My name is Mark Anderson, Westfield citizen.
18 I am currently the co-chair for Indiana Fire
19 Juniors and Westfield Youth Soccer.

20 I've been involved with soccer in the
21 Westfield area for nearly 20 years. I was involved
22 with the Grand Park committee through all three
23 phases, and I continue to be involved in various
24 things now.

25 So what I would like to do is share with you a

1 little history. During Phase II, one of the
2 recommendations that we made under our scope of
3 sport was for an indoor facility. It would mostly
4 be hosted by soccer for training, games, and
5 events.

6 How our finance committee came to a
7 recommendation of what the revenue would be in
8 addition to concession and sponsorship and whatnot,
9 would be the indoor facility and the things
10 generated from training, games, and events.

11 So all I'm saying to you is just go ahead and
12 approve what the committee recommended back in
13 Phase II.

14 Thank you.

15 MS. STUART: My name is Shannon Sampson
16 Stuart. I am a born-and-bred Westfield person;
17 went to Westfield High School; was one of the first
18 graduates -- actually the first graduate to be
19 asked to come to the Indiana Academy at Ball State.

20 And when I look at this project, I look at
21 this as I look at our city. We have roots, and we
22 have wings. I know about the roots because I've
23 been here for 40 years, and I'm so pleased to see
24 our small town grow economically, grow in
25 population, and have a vision for our future.

1 One of the reasons I came back to my roots was
2 to raise my children here and give them the
3 opportunities that I enjoyed as a child like fish
4 fries, small town festivals, playing in sports,
5 soccer, baseball, basketball. Those are the
6 reasons I came back here, safe community, parks,
7 recreation, all of these pieces.

8 And now part of my job as the Indiana Fire
9 Juniors director of operations, is to look at how
10 we can do this through our soccer organization.

11 I've been involved with soccer from the very
12 beginning, played on the very first fields, very
13 first high school team. But this is more than just
14 soccer, and that's what everyone in the room needs
15 to understand.

16 This is about all sports. This is about all
17 kids. This is a facility that could be used for
18 events. This is a facility that we're already
19 talking with the Westfield Outreach Program about
20 how we could help students do after-school
21 projects, do tutoring and mentoring with our soccer
22 facility. This is not just about sports.

23 It's about fiscal responsibility, but it's
24 also looking to the future. As an Indiana Fire
25 Juniors operators person, I can put that hat on and

1 tell you all the same figures that Mark Anderson
2 and Mark Webber shared.

3 We're actually scheduled to have seven events.
4 These two gentlemen didn't know that we have a new
5 event that's been approved called the Kohl's
6 American Cup, which is going to be hosted over two
7 days in September and will host over 300
8 recreational teams from around the state.

9 We're planning to have over 25,000 room
10 nights. 25,000 room nights here in Hamilton County
11 just from our one organization. So think about
12 what we could do with all the organizations
13 involved. Think about how many children that we
14 could give that opportunity to.

15 And we're not talking about just sports and
16 fitness. We're talking about learning to be a
17 citizen, to grow up, spread their wings, and come
18 back to take advantage of jobs that could be
19 created by building this facility, to take
20 advantage of opportunities and learning to be a
21 good citizen and serving on councils, and looking
22 at things from a roots and a wings perspective.

23 I don't think we're on opposite sides here. I
24 think there's a way to accomplish this, the best of
25 our city, the best of our kids, and keep in mind

1 those roots and wings.

2 I think we can do it with fiscal
3 responsibility and with vision for the future. And
4 I implore you, as you sit and think about this
5 today, think about those kids and think about what
6 we can accomplish together.

7 Thank you.

8 MR. PERRY: Good evening, Council. My name is
9 George Perry. I am currently the commissioner of
10 the Indiana Soccer League, and I oversee travel
11 soccer throughout the state of Indiana.

12 This spring we will have over 1,100 teams
13 throughout the state playing in youth soccer from
14 U10, which include 8, 9, and 10-year-olds, all the
15 way up to U19.

16 In the area, I think, surrounding Westfield
17 and Grand Park in particular, we will have about
18 4,500 to 5,000 travel players, and probably twice
19 that many recreational players that will be
20 hopefully attracted to come and participate in the
21 soccer programming there at Grand Park.

22 In addition to that, between the Holladay
23 tournaments, different things throughout the year,
24 I think that's where we'll be accessing the players
25 from around the state to help populate the facility

1 on the schedule.

2 I think that the youth side will be run from
3 somewhere between November and mid March, and
4 certainly go down once the outdoor season comes
5 around, for sure.

6 But year round, I do believe the adult
7 community will be involved all the time. I know
8 myself, I will certainly be pushing for an over-60
9 league happening in there with very small-sized
10 fields, things around those lines.

11 But that's a group that plays soccer pretty
12 much year around, and knowing that they can play
13 every day that they have scheduled because it's
14 indoors will be very attractive to them.

15 I've spoken with a number of college coaches
16 from around the state, they're excited about the
17 opportunities of being able to expand their
18 off-season play in the wintertime, throughout the
19 spring, to be able to provide opportunities for
20 their teams.

21 It will also be an opportunity for our youth
22 to be able to watch high-level soccer. I've done
23 the same with NLS franchises, NSL teams, as well as
24 USL, those are professional leagues that we have in
25 the country, and they're also very interested in

1 utilizing this during preseason training, and again
2 opportunities for the youth to grow along those
3 lines.

4 With Indiana Soccer, we're very involved with
5 coaching education. We try to grow that side of
6 our team as well. We have Indiana Soccer
7 Association courses, U.S. Soccer National courses,
8 and National Coaches of America all have their
9 courses and those would be one day, weekend along,
10 as well as weeklong courses that they'll be able to
11 do.

12 I personally go down to Florida every year and
13 teach a course in January. And I know with the
14 National Soccer Coaches Association, I know they're
15 very interested in bringing something at that exact
16 same time up to the Midwest, and we would be
17 utilizing them as well.

18 And lastly the beast that we want to try to
19 grow as well is our referee development. This is
20 going to reach out and grow the game for our
21 coaches, and we tend to lag behind what we can do
22 for the referee development. And the opportunity
23 to have referees being mentored while the indoor
24 games are going on is a great opportunity to help
25 grow the game along those lines.

1 Thank you, very much.

2 MR. RAWSON: Good evening, members of the City
3 Council, and Mayor, and the public. My name is Don
4 Rawson. I live at 435 Quincy Place in Westfield in
5 the Centennial subdivision.

6 I live there with three children -- or did,
7 until they move out, and my wife, Janet. Two of
8 the children went to Westfield schools, and we're
9 very proud that they graduated and went on to
10 college.

11 I would like to address a couple of things
12 that perhaps have not been mentioned tonight, and I
13 did not mention when I addressed the Council and
14 the public in the last public hearing, and that
15 is -- which is in the public documents that Indiana
16 Sports Properties, which I'm president of, and we
17 manage the outdoor part of the facility at Grand
18 Park, that we have -- we'll place in escrow a
19 million dollars to make sure that for whatever
20 reason the pro forma does not match what is there
21 right now that we've got a backstop for the City.

22 Indiana Sports Properties has really worked
23 very hard this first year of Grand Park to make
24 sure that the park is successful. And our
25 definition of successful is not just the number of

1 teams that play there and just the number of
2 families that come in here from either Westfield or
3 from out of town, but we recognize why the park was
4 being built in the first place.

5 We know it's about economic development, about
6 jobs, about getting companies to move here, and
7 about the companies who are here, the businesses
8 that are here that are downtown, that are around
9 Westfield, that our job is to help make this park
10 flourish so that these businesses are successful.

11 And the same goes with the indoor facility.
12 It's up to you to decide if the financing package
13 and everything is right. We believe that we have
14 done a very good job to try to make sure that there
15 are backstops in the agreement with Indiana Sports
16 Properties to make sure the citizens of Westfield
17 have a good backstop and that it is done properly
18 so that everybody should feel as safe as possible.

19 Obviously, going into the first year of any
20 operation, there's always a lot of questions, but
21 we're going to work very hard to make sure that
22 facility is successful and not just for sports.
23 You've heard a lot tonight from people involved in
24 soccer, which I came from, but that facility is not
25 just for youth soccer, it's for the professional

1 game.

2 I spoke to Indy Eleven quite a bit. They plan
3 on training there. Colleges plan on being there.
4 Lacrosse is going to be there, WYSI.

5 There are an awful lot of sports that are
6 going to be there, but I've spoken to the football
7 coach, and I think if the weather gets as bad as it
8 gets sometimes or it storms out, they'd love to be
9 able to go someplace to train and make sure that
10 they take advantage of the great outdoor facility
11 that they have now.

12 And not only sports, but the band. Anybody
13 who wants to use it from the school system, it can
14 be great for nonsporting activities. We want to
15 make sure that this facility -- and I think I see
16 William Knox from Hamilton County Sports Authority,
17 and we're working with them quite a bit with the
18 Hamilton County tourism group to make sure that not
19 only sports, but nonsporting activities are used on
20 the facility.

21 Thank you so much.

22 MR. SEMIA: Thank you. Members of the
23 Council, my name is Joseph Semia. My address is
24 4010 Sunningdale Lane, Westfield, Indiana.

25 I actually am here to present the next case on

1 your agenda concerning the new Grand Park
2 Fieldhouse, but we would just like to say our
3 group, which is developing the Grand Park
4 Fieldhouse, which is an indoor facility for
5 basketball and volleyball in the Grand Park area,
6 feels that it's a natural and logical step for
7 Westfield to expand the outdoor facilities in Grand
8 Park to the indoor for the year-round benefits that
9 it brings.

10 And also it's important to make -- or to
11 assist Grand Park in becoming a leading destination
12 for youth sports. We note that this use will be
13 complimentary to the use that Grand Park Fieldhouse
14 is proposing and find that it will be not be
15 competitive in nature.

16 So we believe that this is, again, the logical
17 step to take for Westfield and strongly support
18 Ordinance 15-02 and urge you to adopt it.

19 Thank you.

20 MS. HELLER: Good evening. I just want to let
21 you know that I moved here from Washington about
22 three and a half years ago. I worked very closely
23 with the auditor for Kitsap County, and there was a
24 deal that was made by our council members.

25 And what they did was a loan like you guys

1 did. And everybody was talking about how this is
2 going to build jobs. It ruined our county. It was
3 a defaulted loan. They trusted a contractor who
4 had filed bankruptcy before, and they were on the
5 hook for the loan.

6 I saw my friends get fired, laid off, be
7 without jobs. So this doesn't really affect the
8 building of jobs. You've got to look at the bigger
9 picture.

10 If you default on the loan -- which nobody
11 wants to do. I understand nobody wants to default
12 on the loan, but it does happen, and you have to
13 look at all the people that work for you. And when
14 they don't have jobs, you're not looking at being
15 responsible for people not having jobs and their
16 families.

17 So there is a bigger picture here. And I just
18 want you to kind of take that into consideration
19 when you are thinking about so much money, so much
20 profit.

21 And being from the Seattle area, we had an
22 indoor soccer field. My boss actually was partial
23 owner in that. It was not as lucrative a business
24 as everyone might think it is, and Seattle is huge
25 into soccer.

1 So I just urge you really to think long and
2 hard before doing this decision because Kitsap
3 County didn't, and they thought that they had the
4 answer, and they didn't. In the end, people lost
5 jobs.

6 Thank you.

7 MS. NASS: Linda Nass. I live at 1122 East
8 161st Street. I represent the 161st Street
9 neighbors.

10 And we attended the 10/27 meeting and spoke
11 and submitted our comments. We weren't sure why
12 we're back doing this again, but felt because we
13 spoke then we should come and speak again.

14 We do not want to repeat what we said before.
15 We were confused in trying to understand why this
16 revote is happening. Is it, in fact, to delay or
17 do away with some legal action.

18 Our concern is, if there's an open law
19 violation, and we think there maybe has been one
20 and more, that we don't understand how this
21 resolves that issue.

22 At the last meeting, October 27, we spoke and
23 many asked please delay this, let people give
24 input, please consider our input and delay the vote
25 for at least two weeks.

1 We were told at that meeting that you couldn't
2 delay. Many of you explained that ground was going
3 to break November 1. We were moving forward,
4 moving forward. We haven't seen that happen, and
5 we wonder again, are you going to consider what
6 people's concerns are, or are you going to address
7 these?

8 We submitted our comments from that meeting to
9 Cindy Gossard after the meeting, and we thought
10 with the agenda for this meeting, we might see some
11 people's comments and maybe some comments that came
12 after that meeting on this agenda, or somewhere
13 released by the City. We did not see those.

14 So we still think the issue brought up about
15 transparency and how we've been going about this
16 whole process hasn't been the way to do it. Is
17 this the proper way to do it? Have we really
18 listened to the peoples' concerns? Have we looked
19 at all of our options?

20 It was rushed through October 27, and it seems
21 like we're rushing through this one. Which in
22 reading the ordinance, it's pretty much identical.
23 There's just a couple statements which are changed
24 in this ordinance.

25 And those refer to a whereas added that says

1 this Council -- whereas, this Council, after giving
2 substantial reconsideration of the terms of the
3 lease, its public purpose, and the subject matter
4 thereof, finds that all conditions precedent to the
5 adoption of this ordinance have been complied with.

6 We would like to know what this substantial
7 reconsideration was, is it ongoing, or according to
8 the agenda tonight, are we making a vote in a few
9 minutes again on this when there's even other
10 people here making comments?

11 Since the October meeting, there has been no
12 open meeting. If the concern was open meetings and
13 open committee meetings, and we were told in
14 October that the financial committee had really
15 looked at this for months and months, and weeks,
16 six months, somebody said, and somebody else said
17 they looked at it for 12 to 13 weeks, there's been
18 no open meetings since then until now even knowing
19 that this was coming up on the agenda.

20 So where has all the decision been happening?
21 We are still concerned about the same things, the
22 cost of the land that still has not been paid for.
23 Where does that come into the financials?

24 We are concerned about Mr. Burtron saying that
25 we're going to have \$250,000 excess per year, but

1 we've just hired a new director position, which I'm
2 sure salary and benefits is a considerable amount,
3 taxes, maintenance, should there be some litigious
4 issues out there at the park, should there be a
5 need for more security, \$250,000 excess doesn't go
6 very far in this city, if you look back at some of
7 the bills we have been paying over the last several
8 years since we have become a city. \$250,000
9 doesn't cover much for us.

10 So we have those same concerns. We would ask
11 you to go back and look at our comments that we
12 submitted before, and some of the other people, and
13 please share with us if other people have come
14 forward or have written to you or e-mailed and we
15 haven't been privy to those comments.

16 Thank you for your time.

17 (Whereupon, the public hearing was closed.)
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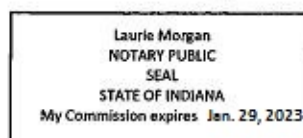
1 CERTIFICATE

2
3 I, Laurie Morgan, a Notary Public in and for
4 said county and state, do hereby certify that the
5 foregoing public hearing portion was taken down in
6 stenograph notes from audio provided and afterwards
7 reduced to typewriting under my direction; and that
8 the typewritten transcript is a true record of the
9 proceedings;

10 I do further certify that I am a disinterested
11 person in this cause of action; that I am not a
12 relative of the attorneys for any of the parties.

13 IN WITNESS WHEREOF, I have hereunto set my
14 hand and affixed my notarial seal this 23rd day of
15 February, 2015.

16 



22 My Commission expires:
23 January 29, 2023

24 Job No. 95816
25

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ORDINANCE NUMBER 15-##

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

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

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

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

WHEREAS, the Commission forwarded **Petition No. 15##-PUD-##** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (##) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2015;

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

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

Applicability of Ordinance.

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

Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.

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

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

- 2.1 **Ridgeline:** Horizontal ridges of a roof which form the peak of a pitched area. Covered and enclosed porches qualify as a Ridgeline.
- 2.2 **Underlying Zoning District:** The Zoning District of the Unified Development Ordinance that shall govern the development of this District and its various subareas, as set forth in Section 4 of this Ordinance.

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

Section 4. **District Areas.** The District is hereby divided into four (4) sub-districts, as set forth below and illustrated on the Concept Plan. Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Underlying Zoning District, as set forth below, shall apply. Development of each sub-district shall be regulated as set forth in this Ordinance.

- 4.1 **District A:** The Underlying Zoning District for District A shall be the SF4: Single Family Residential District.
- 4.2 **District B:** The Underlying Zoning District for District B shall be the SF4: Single Family Residential District.
- 4.3 **District C:** The Underlying Zoning District for District C shall be the SF4: Single Family Residential District.
- 4.4 **District D:** The Underlying Zoning District for District D shall be the SF3: Single Family Residential District.

Section 5. **Permitted Uses.** All uses permitted in the Underlying Zoning District, as set forth in *Chapter 4: Zoning Districts* and *Chapter 13: Use Table*, shall be permitted.

Section 6. General Regulations. The standards of *Chapter 4: Zoning Districts*, as applicable to the Underlying Zoning District, shall apply to the development of each sub-district, except as modified in the below matrix.

Area	Underlying Zoning District	Min. Lot Frontage		Min. Lot Area	Max. Bldg. Height	Minimum Building Setbacks			Min. Living Area	
		at Bldg Setback Line	at Right of Way			Front	Side	Rear	1-Story	2-Story
1	SF-3	65'	40'	8,450	35'	25'	5' min. 14' Aggregate Between Structures	25'	1,800	2,000
2	SF-3	65'	40'	8,000	35'	25'	5' min. 10' Aggregate Between Structures	20'	1,600	2,000
3	SF-3	80'	40'	10,400	35'	25'	5' min. 14' Aggregate Between Structures	25'	2,000	2,200
4	SF-3	95'	50'	12,000	35'	25'	5' min. 18' Aggregate Between Structures	25'	2,400	2,600

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

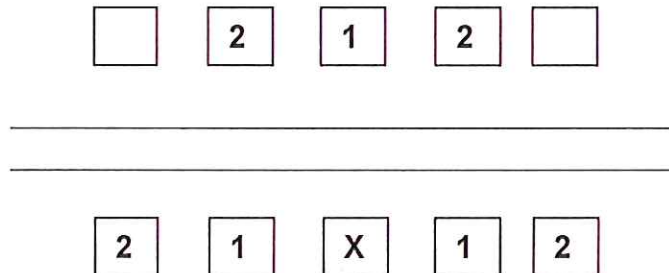
7.1 *Article 6.3 Architectural Standards:* Shall apply. In addition, the following shall apply:

- A. Foundations: Crawl spaces shall be prohibited.
- B. Minimum Roof Pitch:
 - i. Minimum Pitch of Dwelling's Primary Roof: 6:12
 - ii. Minimum Pitch of Gables on the Front Building Façade: 8:12
 - iii. Ancillary roofs such as porches, bays or walkways may be less than the minimum requirement, as determined by the Director.
- C. Minimum Roof Overhang: Twelve (12) inches on front and rear elevations (specifically excluding side elevation overhangs), as measured prior to the installation of any exterior siding or Masonry Material.

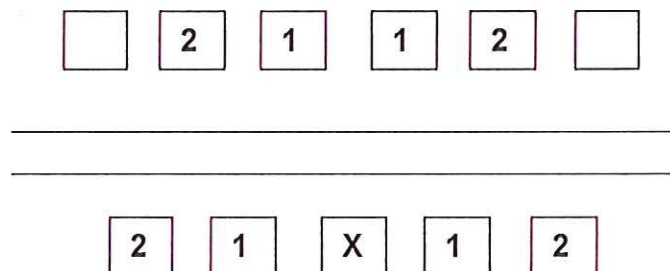
- D. Minimum Roof Ridgelines: Dwellings shall have a minimum of three (3) Ridgelines; however, only two (2) Ridgelines shall be required if the Dwelling has full first floor Masonry Materials around the entire Dwelling (exclusive of openings).
- E. Garages:
- i. Dwellings in District A and B shall have a minimum two-car attached garage.
 - ii. Dwellings in District C shall have a minimum three-car attached garage.
 - iii. Dwellings located in District D shall have a minimum three-car attached side load garage.
- F. Building Materials: In addition to *Article 6.3 (C)(3) Building Materials*, the following shall apply:
- i. The Front Building Façade of all Dwellings shall be a minimum of fifty percent (50%) Masonry Materials, exclusive of windows, doors and garage doors.
 - ii. Vinyl and aluminum siding shall be prohibited.
- G. Windows:
- i. All windows shall be vinyl, vinyl clad, aluminum clad or wood.
 - ii. All Dwellings in District A, District B and District C shall have a minimum of four (4) windows on both the front façade and the rear facade. Each side façade shall include a minimum of one (1) window.
 - iii. All Dwellings in District D shall have a minimum of six (6) windows on both the front façade and the rear facade. Each side façade shall include a minimum of one (1) window.
- H. Architectural Breaks. Each dwelling shall have a minimum of three (3) corner breaks on the front façade. For dwellings on perimeter lots which face a public road, dwellings shall also have a minimum of two (2) corner breaks on the rear facade. The exterior corners of a covered porch, the outermost corners of the home and a projection with a height of no less than six feet (6') shall count toward this requirement.

I. Facade Variety.

- i. When dwellings are located directly across the street from one another, the dwelling directly across the street and to either side (identified as 1 below) may not be of the same color package or same elevation as the subject dwelling (identified by X below). Dwellings on either side (identified as 2 below) may not be of the same color package as the subject dwelling.



- ii. When dwellings located across the street from one another are staggered, the two dwellings across the street and to either side (identified as 1 below) may not be of the same color package or same elevation as the subject dwelling (identified by X below). Dwellings on either side (identified as 2 below) may not be of the same color package as the subject dwelling.



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

A. Minimum Lot Landscaping. In addition to *Article 6.8 (K) Minimum Lot Landscaping*, the following shall also apply:

- i. Each Lot shall utilize either sod (with or without irrigation) or hydroseed with irrigation in all Front Yards to the front corners of the Lot. All Side Yards and Rear Yards must be seed with straw at a minimum and no irrigation is required.

- ii. Corner Lot homes which have two elevations substantially parallel to a public Street shall have lawns comprised of sod (with or without irrigation) or hydroseed with irrigation in that portion of the Yard located between the public Street on each side of the Corner Lot and a line drawn parallel to each front corner elevation closest to the public Street extending from each end of said elevations to each perpendicular Lot Line. All other Side Yards and Rear Yards must be seeded with straw at a minimum and no irrigation is required.
- iii. Corner Lot homes which are set at an angle to the public Streets, lacking an elevation substantially parallel to either abutting public Street, shall have lawns comprised of sod (with or without irrigation) or hydroseed with irrigation in that portion of the Yard located (i) between the front elevation of the home and each public Street and (ii) between the public Street on each side of the Corner Lot and a line drawn parallel to each public Street, extending to each perpendicular lot line from the two exterior corners of the home closest to each abutting public Street. All other Side Yard and Rear Yards must be seeded with straw at minimum and no irrigation is required.

7.3 Miscellaneous

- A. A not for profit Homeowners Association shall be incorporated and related Covenants, Restrictions and By-Laws shall be created prior to platting any section.
- B. All new home, landscaping and exterior color plans must be approved by the Covenants, Restrictions and By-Law's New Construction Committee (the "NCC") prior to beginning construction.
- C. All driveways shall be concrete unless otherwise approved by the NCC; asphalt is not permitted.
- D. Public sidewalks are required on all lots.
- E. Uniform mailboxes shall be required.
- F. Dusk to dawn lights shall be required on all garages; two lights per home.
- G. All fireplaces located on the exterior elevation of a home must be constructed of Masonry Material. Interior fireplaces protruding through the roof not on an exterior elevation of a home, are not required to be Masonry Material but must be decorative in nature using Masonry Material, stucco or EIFS materials.

- H. Dumpsters and/or trash bins are required on all lots once framing begins and shall be removed prior to receiving a Certificate of Occupancy.

Section 8. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see *Chapter 7: Subdivision Regulations*), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

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

Section 10. **Amenities.** Amenities shall be provided in accordance with this section and in substantial compliance with the Concept Plan (**Exhibit B**). The following Amenities shall be constructed:

- A. A swimming pool.
- B. A clubhouse.
- C. Common greenspace.
- D. A lake pavilion/meeting facility.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2015.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

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 15-##** was delivered to the Mayor of Westfield

on the _____ day of _____, 2015, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 15-##**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 15-##**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

This document prepared by Jarod Brown, Attorney at Law, Densborn Blachly LLP, 500 East 96th Street, Suite 100, Indianapolis, Indiana 46240.

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. Jarod Brown

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

EXHIBIT A
REAL ESTATE
LEGAL DESCRIPTION

The land referred to in this Commitment, situated in the County of Hamilton, State of Indiana, is described as follows:

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

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

EXCEPTING THEREFROM:

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

Commencing at the Northwest corner of said Southwest Quarter; thence North 89 degrees 32 minutes 31 seconds East (an assumed bearing) along the North line of said Southwest Quarter a distance of 2145.00 feet to the point of beginning; thence continue North 89 degrees 32 minutes 31 seconds East along said North line 320.47 feet; thence South 00 degrees 02 minutes 24 seconds East parallel with the East line of said Southwest Quarter a distance of 324.21 feet; thence South 61 degrees 18 minutes 36 seconds West 361.06 feet to the Southeasterly corner of a tract of land conveyed to Sarah Jane Brigham, recorded as Instrument Number 9609647425 in the Office of the Recorder of Hamilton County; thence North 00 degrees 27 minutes 29 seconds West along the Easterly line of said Brigham tract 495.00 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

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

Commencing at the Northwest corner of said West Half; thence North 89 degrees 34 minutes 29 seconds East (an assumed bearing) along the North line of said West Half a distance of 705.68 feet to the point of beginning; thence continue North 89 degrees 34 minutes 29 seconds East along said North line 651.69 feet to the Northeast corner of said West Half; thence South 00 degrees 07 minutes 29 seconds East along the East line of said West Half a distance of 500.00 feet; thence South 89 degrees 34 minutes 29 seconds West parallel with the North line of said West Half a distance of 654.33 feet to the Easterly line of a Classified Forest as described in Miscellaneous Record Book 157 page 42 as recorded in the Office of the Hamilton County Recorder; thence North 00 degrees 10 minutes 40 seconds East along the East line of said Forest, a distance of 500.00 feet to the point of beginning.

Property Address: 2302 West 161st Street, Westfield, Indiana
Tax Id. Nos.: 08-09-09-00-003.001 / 2909-09-000-003.001-015

EXHIBIT B
CONCEPT PLAN

Woodwind

Residential Development
Westfield Indiana
Master Plan Concept

SITE DATA

Total Land area - 210.4 Acres

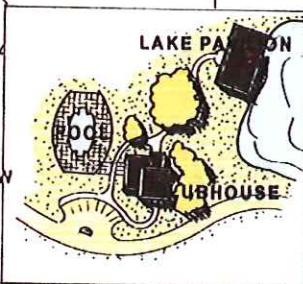
Area 1 - 57 Acres
126 - 65' x 140' lots

Area 2
42 - 65' x 140' lots

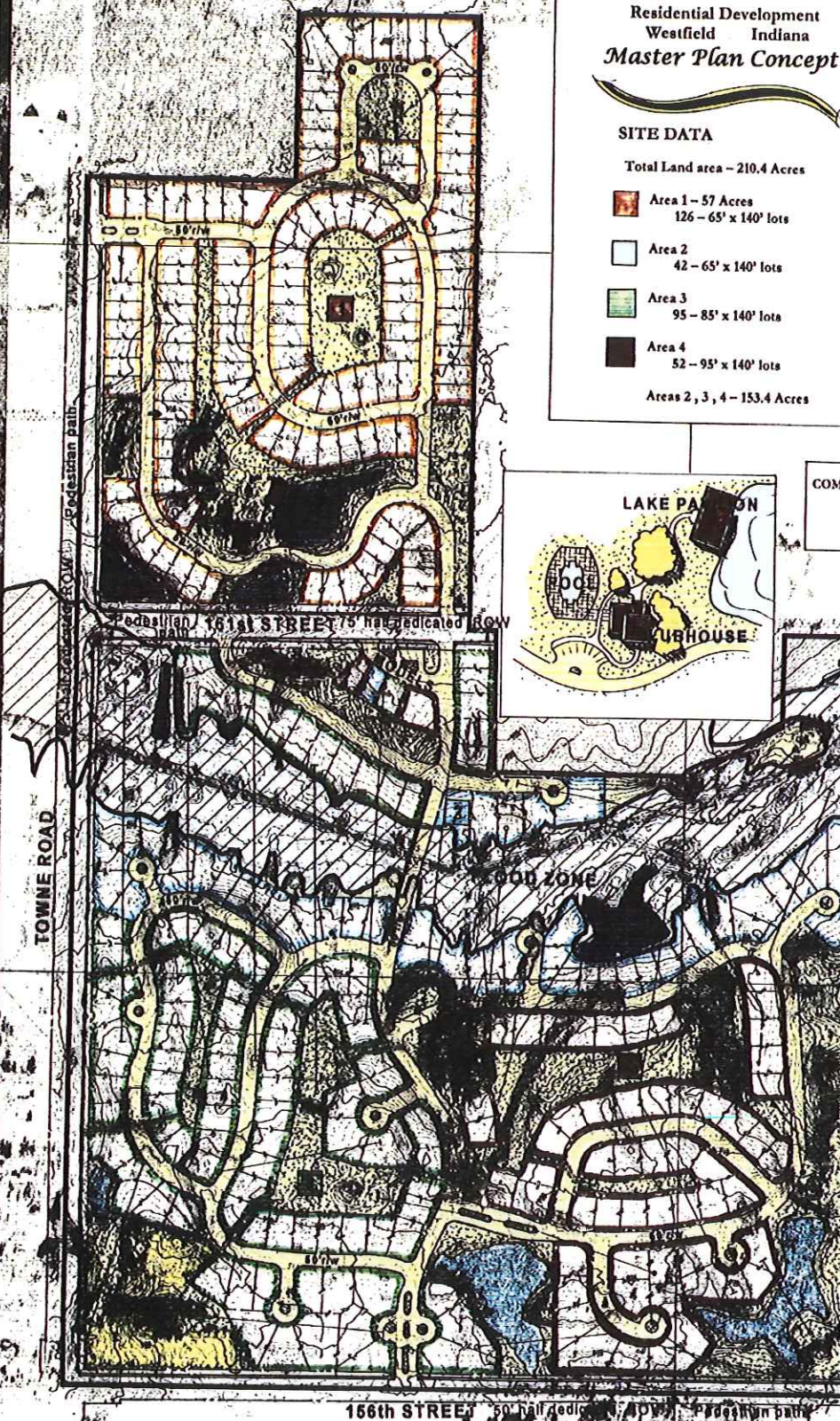
Area 3
95 - 85' x 140' lots

Area 4
52 - 95' x 140' lots

Areas 2, 3, 4 - 153.4 Acres



COMMON GREEN SPACE



SCALE 1"=200'

DAVID C. KLAUBA & A
LAND PLANNING, LANDSCAPE ARCHITECTS
PO BOX 1000 PLATEAU, INDIANAPOLIS, IN 46206

Woodwind

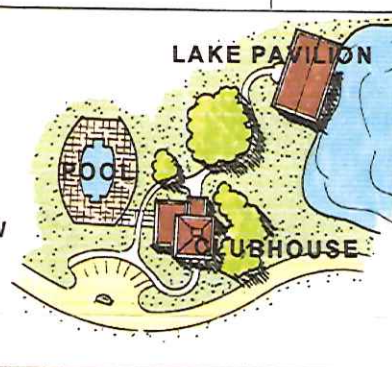
Residential Development
Westfield Indiana
Master Plan Concept

SITE DATA

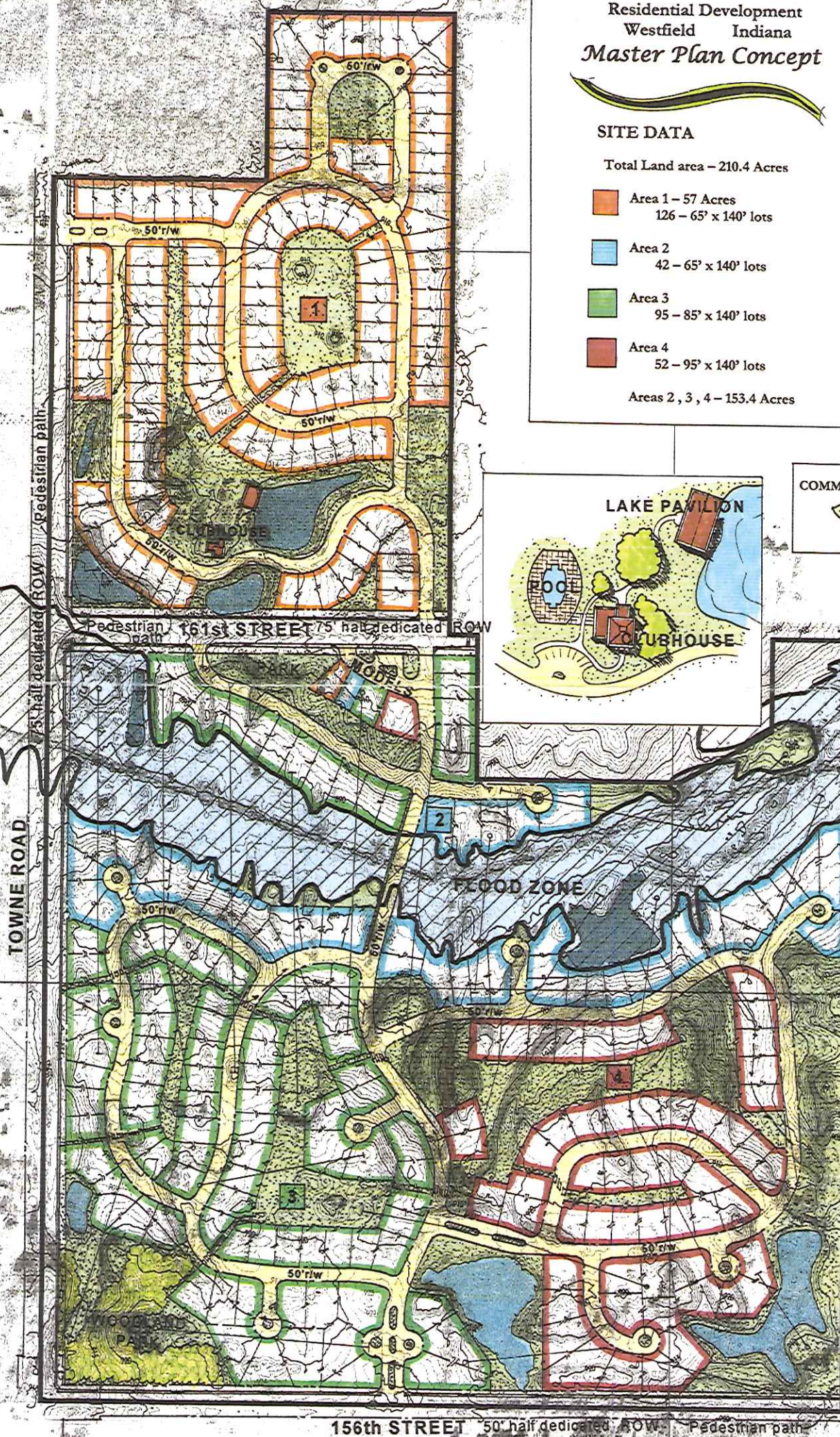
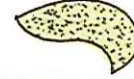
Total Land area - 210.4 Acres

- Area 1 - 57 Acres
126 - 65' x 140' lots
- Area 2
42 - 65' x 140' lots
- Area 3
95 - 85' x 140' lots
- Area 4
52 - 95' x 140' lots

Areas 2, 3, 4 - 153.4 Acres

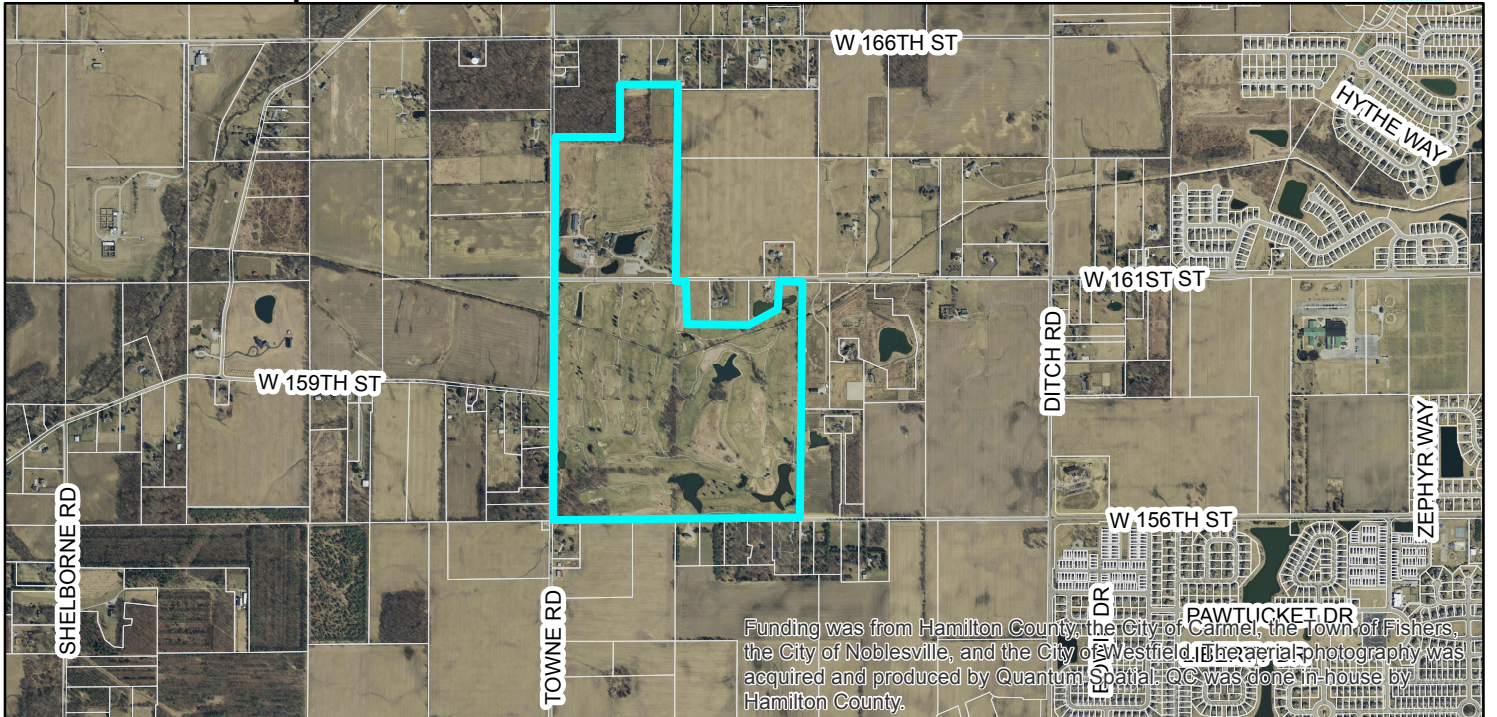


COMMON GREEN SPACE

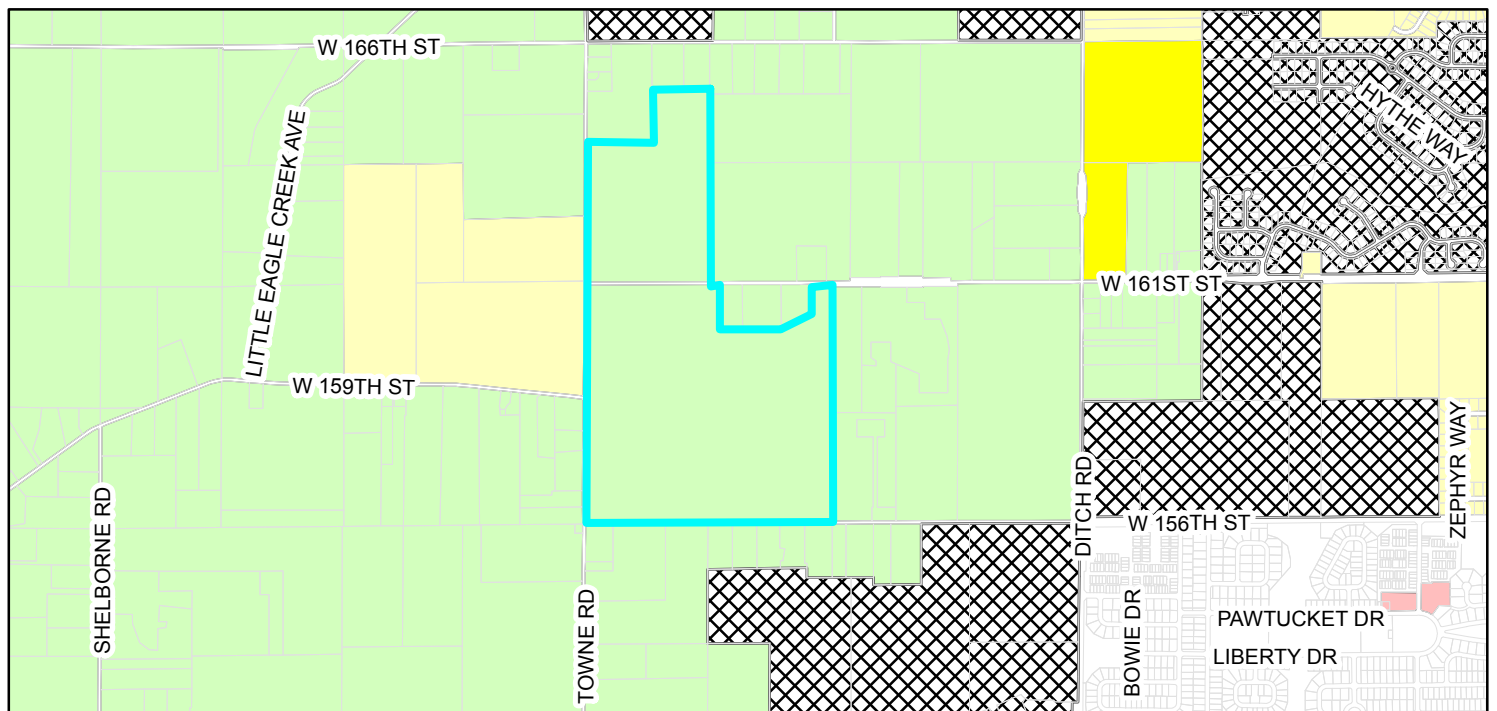


SCALE 1"=200'

Aerial Location Map



Zoning Map



Zoning

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

Exhibit "A"

ORDINANCE NUMBER YY-##

Gateway Southwest PUD District

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

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

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

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 20YY;

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

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

Section 1. Applicability of Ordinance.

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

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

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

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the General Business District. Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Underlying Zoning District, as set forth above, shall apply.

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

- 5.1 All uses permitted in the Underlying Zoning District, as set forth in *Chapter 4* and *Chapter 13*, shall be permitted unless otherwise prohibited below.
- 5.2 Additional Uses: The following additional uses shall be permitted:
 - A. None requested at this time

5.3 Prohibited Uses: The following uses shall be prohibited:

A. Mortuaries, Nursery, Religious Institution

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

6.1 Minimum Building Setback Lines

Front Yard: No minimum

Side Yard abutting road or street: No minimum

Side Yard internal to development: No minimum

Side Yard abutting residential: No Minimum

Rear Yard: No minimum

6.2 Building Height The PUD will have two districts for building height standards. District 1 shall be defined as the parcels adjacent to US 31. District 2 shall be defined as the balance of Parcel 1 from District 1 to the western boundary of the parcel. The Building Height Districts Exhibit, attached hereto as **Exhibit C**, is hereby incorporated as a graphical expression of the text description above.

- i. District 1 Building Height: Minimum of three (3) stories. No maximum.
- ii. District 2 Building Height: Minimum of two (1) stories. No maximum.
- iii. Maximum Building Height: None

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

- 7.1 Article 6.3 Architectural Standards: Shall apply. In addition, the following shall also apply:
- A. Character Exhibit. The Character Exhibit, attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed in the District. Although the exhibits do not necessarily represent the final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are permitted to be constructed and that contribute to the District's intent and vision. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department's decision may be appealed to the Plan Commission.
- 7.2 Buffer Yard Standards: Shall not apply.
- 7.3 Site Access and Circulation: The Pedestrian Accessibility Exhibit, attached hereto as **Exhibit E**, is hereby incorporated as representative drawing designed to capture the intended pedestrian connectivity and pathways to be constructed in the District. The Vehicular Flow Exhibit, attached hereto as **Exhibit F**, is hereby incorporated as a proposed traffic flow pattern intended to create a safe and convenient vehicular movement in the District.
- 7.4 Off Street Parking: The Gateway Southwest PUD shall use a group parking area centrally located in the PUD. This group parking area shall provide at least seventy (70%) of the total parking spaces required for each use.
- 7.5 On Street Parking: Due to the nature of Westfield Business Park Court Road as a road only servicing this PUD it is requested that street parking on the road be allowed. This parking shall count toward the required parking as outlined in the Unified Developer Ordinance.
- 7.6 Bicycle Parking: A maximum of ten (10) bicycle spaces per Principal Building will be the requirement. Decorative or artistic racks shall be credited towards any public art requirements.
- 7.7 Monument Signage: A directional monument sign shall be permitted in the public easement that creates a "V" at the intersection of Wheeler Road and Westfield Business Park Court Road. This Monument sign shall not count towards the allowable number for the Gateway Southwest PUD. One (1) monument sign shall be allowed for each Principal Building within the Gateway Southwest PUD District.

- 7.8 Bicycle Parking: A maximum of ten (10) bicycle spaces per Principal Building will be the requirement. Decorative or artistic racks shall be credited towards any public art requirements.
- 7.9 US 31 Overlay Requirements: Shall not apply to the Gateway Southwest PUD District.

Section 8. **Infrastructure Standards.** The District's infrastructure shall comply with the Unified Development Ordinance and the City's Construction Standards (see *Chapter 7: Subdivision Regulations*), unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

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

- 9.1 None requested at this time.

ALL OF WHICH IS ORDAINED/RESOLVED THIS DD DAY OF _____, 20YY.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTEST:

_____, Clerk Treasurer

I hereby certify that **ORDINANCE YY-##** was delivered to the Mayor of Westfield
on the _____ day of _____, 20YY, at _____ m.

_____, Clerk-Treasurer

I hereby APPROVE ORDINANCE YY-##
this _____ day of _____, 20YY.

I hereby VETO ORDINANCE YY-##
this _____ day of _____, 20YY.

_____, Mayor

_____, Mayor

This document prepared by:

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Building Height Districts Exhibit
Exhibit D	Character Exhibit
Exhibit E	Pedestrian Accessibility Exhibit
Exhibit F	Vehicular Flow Exhibit

EXHIBIT A
REAL ESTATE
Land Description Key Map



August 11, 2014

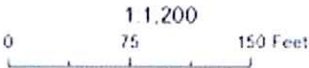


EXHIBIT A (continued)**Parcel 1 Land Description**

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East of the Second Principle Meridian in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 36, Township 19 North, Range 3 East of the Second Principle Meridian in Washington Township, Hamilton County, Indiana; thence South 89 degrees 49 minutes 58 seconds West (assumed bearing) along the North line of said Section 1 a distance of 241.50 feet to the Northerly prolongation of the East line of the land of Willow Branch Limited Partnership recorded as Instrument No. 9733809 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 27 minutes 58 seconds West along said East line and the Northerly prolongation thereof 200.83 feet to the South line of the land of the State of Indiana as set out in a Court Cause No. 29COI-1211-PL-12265 and recorded as Instrument No. 2013-06319 in said Recorder's Office and the POINT OF BEGINNING of this description (the following eleven (11) courses are along the East, South and West lines of said land of Willow Branch Limited Partnership); 1.) thence continuing South 00 degrees 27 minutes 58 seconds West 196.17 feet; 2.) thence North 89 degrees 49 minutes 58 seconds East parallel with the North line of said Northwest Quarter 11.00 feet; 3.) thence South 00 degrees 00 minutes 00 seconds East parallel with the East line of said Northwest Quarter 357.88 feet; 4.) thence South 63 degrees 37 minutes 25 seconds West 59.97 feet; 5.) thence South 00 degrees 00 minutes 00 seconds East parallel with said East line 70.08 feet to a point on the Northerly right of way line of Sohl's "Y" Switch, said right of way line being on a non-tangent curve with the last described line, the radius point of which lies 583.05 feet North 23 degrees 25 minutes 43 seconds West from said point; 6.) thence Southwesterly, curving to the right on said right of way line, an arc distance of 171.03 feet to a point on the Easterly line of Dedicated Roadway Easement (known locally as Westfield Park Road), per dedication thereof recorded as Instrument No. 9119718 in said Recorder's Office; 7.) thence North 00 degrees 00 minutes 00 seconds East on the Easterly line of said Easement 7.31 feet to the point of curvature of a curve to the right, the radius point of which lies 275.00 feet North 90 degrees 00 minutes 00 seconds East from said point; 8.) thence Northeasterly, curving to the right on the Easterly line of said Easement, an arc distance of 88.21 feet to the point of tangency of said curve at a point that is 275.00 feet North 71 degrees 37 minutes 17 seconds West of the radius point of said curve; 9.) thence North 18 degrees 22 minutes 43 seconds East on the Easterly line of said Easement 121 .06 feet to the point of curvature of a curve to the left, the radius point of which lies 350.00 feet North 71 degrees 37 minutes 17 seconds West from said point; 10.) thence Northeasterly, curving to the left on the Easterly line of said Easement, an arc distance of 105.94 feet to the point of tangency of said curve, at a point that is 350.00 feet South 88 degrees 57 minutes 52 seconds East of the radius point of said curve; 11.) thence North 01 degrees 02 minutes 08 seconds East on the Easterly line of said Easement 262.64 feet to the South line of said land of the State of Indiana (the following three (3) courses are along said South line); 1.) thence North 27 degrees 48 minutes 20 seconds East 100.57 feet; 2.) thence North 69 degrees 32 minutes 29 seconds East 87.27 feet; 3.) thence South 88 degrees 51 minutes 08 seconds East 5.50 feet to the Point of Beginning, containing 2.213 acres, more or less.

EXHIBIT A (continued)

Parcel 2 Land Description

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East of the Second Principle Meridian in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 36, Township 19 North, Range 3 East of the Second Principle Meridian in Washington Township, Hamilton County, Indiana; thence South 89 degrees 49 minutes 58 seconds West (assumed bearing) along the North line of said Section 1 a distance of 120.75 feet to the Northerly prolongation of the East line of the land of R.L. Wilfong Land Corp. recorded as Instrument No. 2009002807 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 27 minutes 58 seconds West along said East line and Northerly prolongation thereof 203.61 feet to the South line of the land of the State of Indiana as set out in a Warranty Deed recorded as Instrument No. 2013-25385 in said Recorder's Office and the POINT OF BEGINNING of this description (the following three (3) courses are along the East, South and West lines of said land of R.L. Wilfong Land Corp.); 1.) thence continuing South 00 degrees 27 minutes 58 seconds West 193.39 feet; 2.) thence South 89 degrees 49 minutes 58 seconds West 120.75 feet; 3.) thence North 00 degrees 27 minutes 58 seconds East 196.17 feet to the South line of said land of the State of Indiana; thence South 88 degrees 51 minutes 08 seconds East along said South line 120.75 feet to the Point of Beginning, containing 0.540 acres, more or less.

Parcel 3 Land Description

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East of the Second Principle Meridian in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Beginning 81.2 feet measured (83 feet deed) West of the Northeast corner of the Northwest Quarter of Section 1, Township 18 North, Range 3 East on the North line thereof, thence South 397 feet; thence West 120.75 feet; thence North 397 feet; thence East to the place of beginning, the North and South lines thereof being parallel with the East line of said Quarter Section. Containing 1.10 acres, more or less.

EXCEPT:

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows: Beginning at a point on the North line of the Northwest Quarter of Section 1, Township 18 North, Range 3 East, said point of beginning being the Northeast corner of a 1.10 acre tract of land described in Instrument #8553 and recorded in Deed Record 197, page 18 in the records of Hamilton County, Indiana, and being 81 .2 feet measured (83 feet prior description) West of the Northeast corner of said Northwest Quarter; thence South 147.75 feet along the East line of said 1.10 acre tract of land; thence West 120.75 feet parallel with the North line of said Northwest Quarter to the West line of said 1.10 acre tract of land; thence North 147.75 feet along the West line of said 1.10 acre tract of land to its Northwest corner and the North line of said Northwest Quarter; thence East 120.75 feet along the North line of said Northwest Quarter to the POINT OF BEGINNING. Containing 0.410 acre, more or less.

EXHIBIT A (continued)

Parcel 4 Land Description

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

Commencing at the northeast corner of said quarter section; thence South 88 degrees 48 minutes 00 seconds West 33.00 feet along the north line of said quarter section; thence South 1 degree 01 minute 58 seconds East 25.00 feet to the northeast corner of the owner's land and the point of beginning of this description: thence South 1 degree 01 minute 58 seconds East 15.00 feet along the east line of the owner's land; thence south 88 degrees 48 minutes 00 seconds West 47.10 feet to the west line of the owner's land, thence North 0 degrees 34 minutes 00 seconds West 15.00 feet along said west line of the owner's land to the south boundary of S.R. 32, thence North 88 degrees 48 minutes 00 seconds East 46.97 feet along the boundary of said S.R. 32 to the point of beginning and containing 0.016 acres, more or less.

Also, an easement in and to the following-described real estate, to wit: A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East, Hamilton county, Indiana, described as follows:

Commencing at the northeast corner of said quarter section; thence south 88 degrees 48 minutes 00 seconds West 33.00 feet along the north line of said quarter section; thence South 1 degree 01 minute 58 seconds East 40.00 feet along the east line of the owner's land to the point of beginning of this description: thence South 1 degree 01 minute 58 seconds East 39.14 feet along said east line of the owner's land; thence South 88 degrees 48 minutes 00 seconds West 47.41 feet to the west line of the owner's land; thence North 0 degrees 34 minutes 00 seconds West 39.14 feet along the said west line of the owner's land; thence north 88 degrees 48 minutes 00 seconds East 47.10 feet to the said line of the owner's land and the point of beginning and containing 0.042 acres, more or less.

Parcel 5 Land Description

A part of the Northeast Quarter of the Northwest Quarter of Section 1, Township 18 North, Range 3 East, commencing at the Southeast corner of a tract of land heretofore deeded to A. J. Sohl, thence West to said Sohl's "Y" switch, thence Southwest on the line of said switch to the right-of-way of the Chicago and Southeastern Railroad Company, thence East to the right-of-way of the Louisville, New Albany and Chicago Railroad Company, thence North to the place of beginning, containing 1 acre, more or less. To more clearly describe the above real estate the "Commencing Point" is a point 33 feet West of, and 44 rods and 1 foot South of the Northeast corner of the Northwest Quarter of section 1, Township 18 North, Range 3 East, and what is referred to as the Chicago and Southeastern Railroad Company is now known as the Central Indiana Railroad Company, and what is referred to as the Louisville, New Albany and Chicago Railroad company is now known as the Monon Railroad.

EXHIBIT B
CONCEPT PLAN



EXHIBIT C
CHARACTER EXHIBIT



EXHIBIT D
BUILDING HEIGHT DISTRICTS EXHIBIT

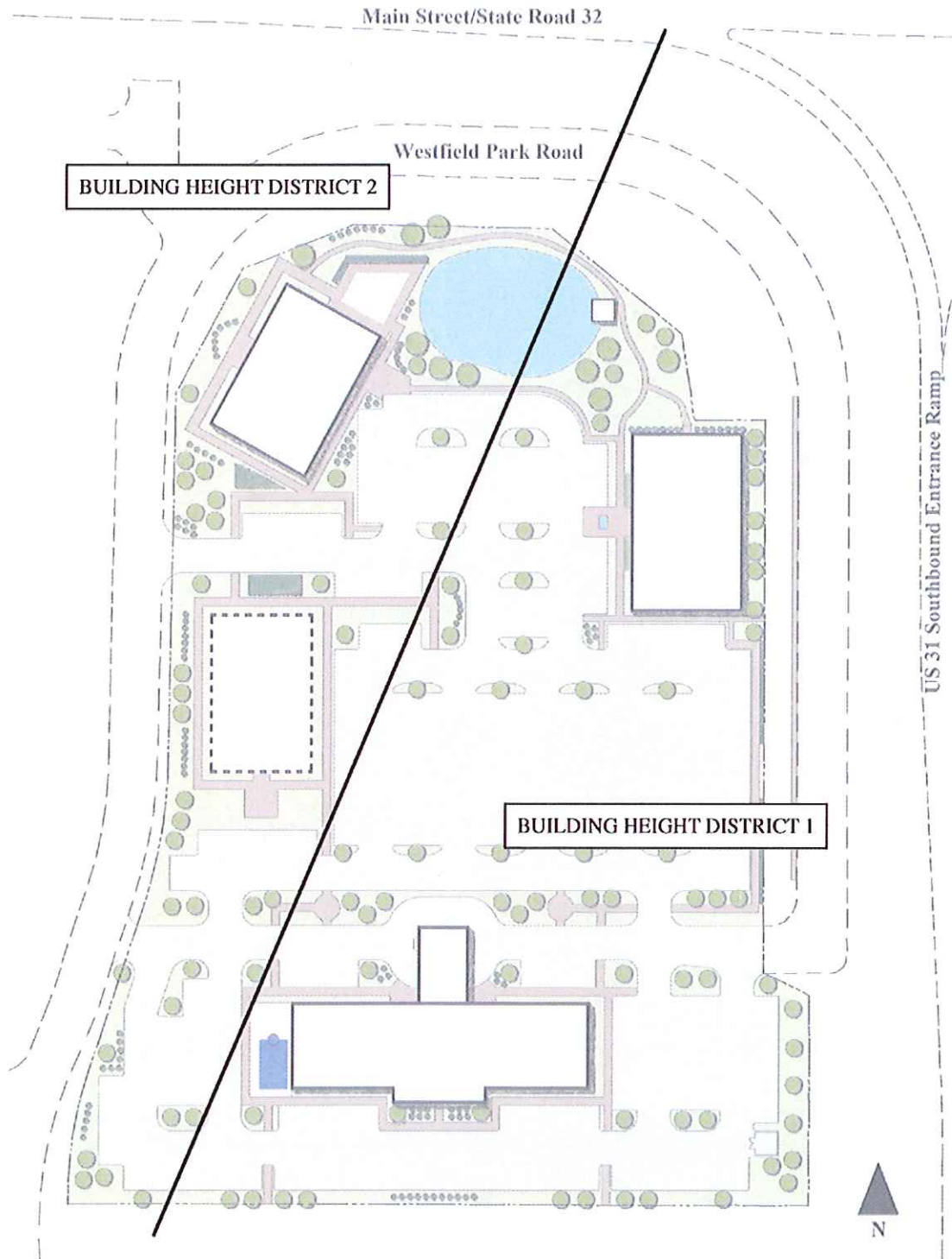


EXHIBIT E
PEDESTRIAN ACCESSIBILITY EXHIBIT



EXHIBIT E
VEHICULAR FLOW EXHIBIT

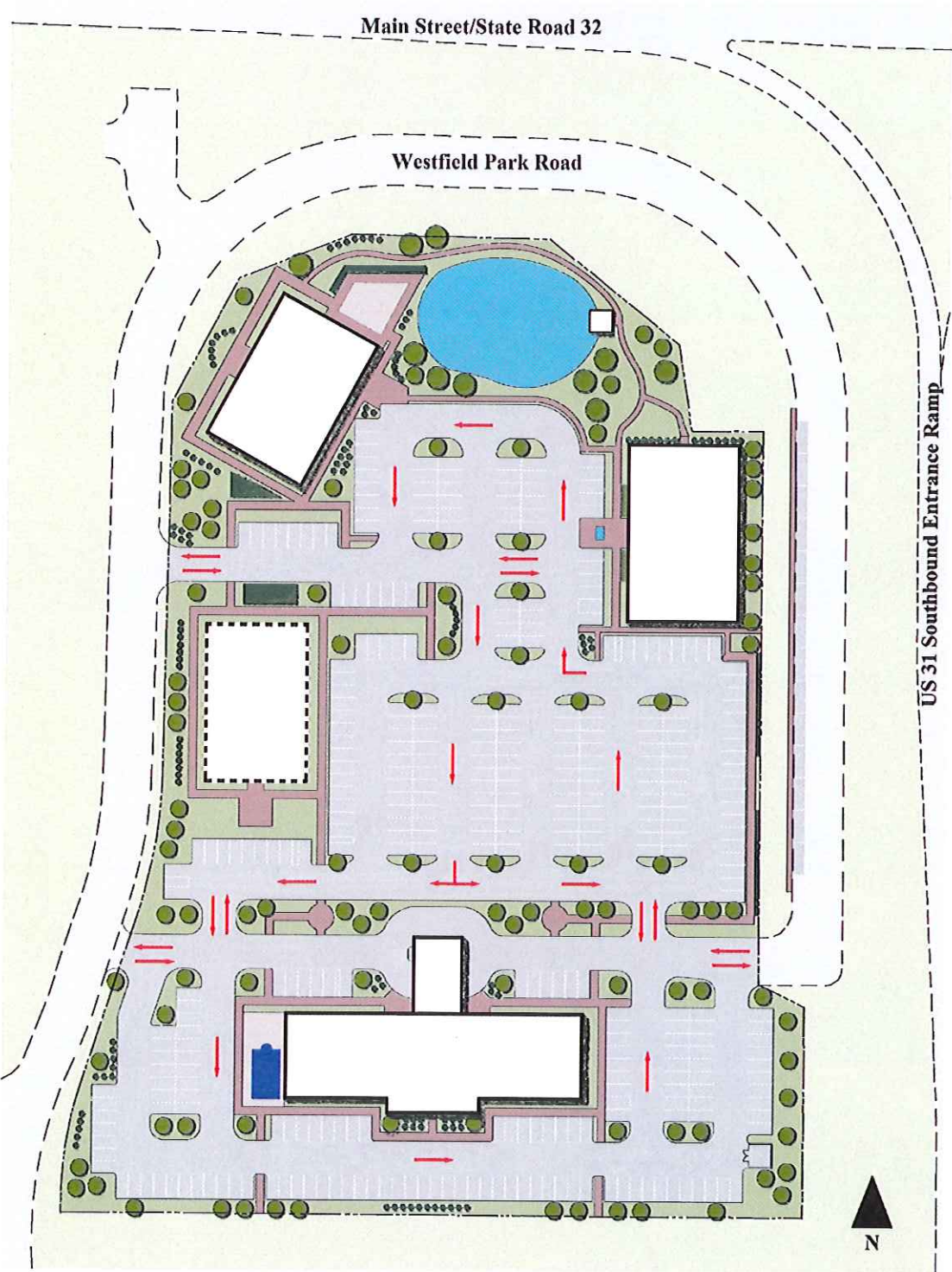
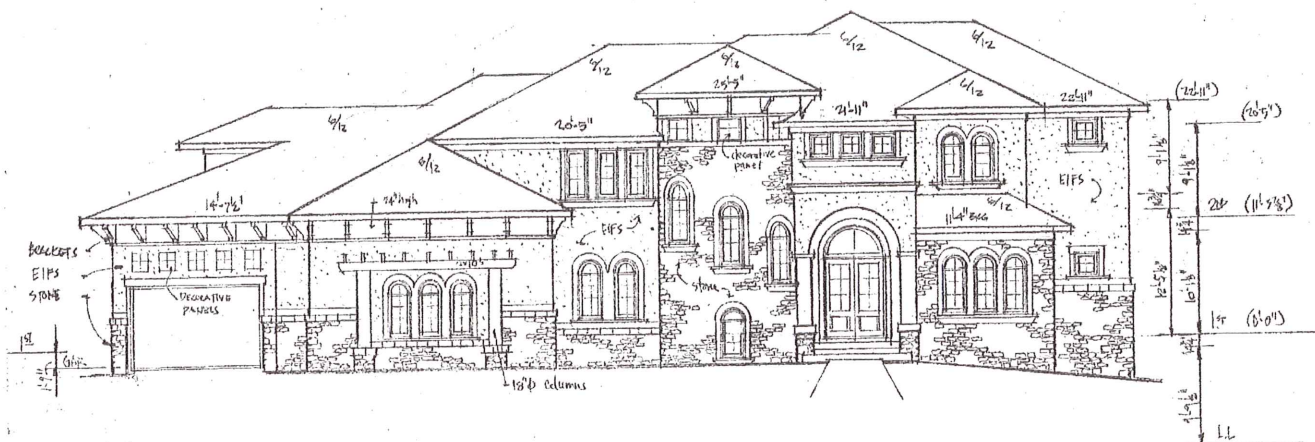


EXHIBIT B
CONCEPT PLAN



EXHIBIT C
CHARACTER EXHIBIT

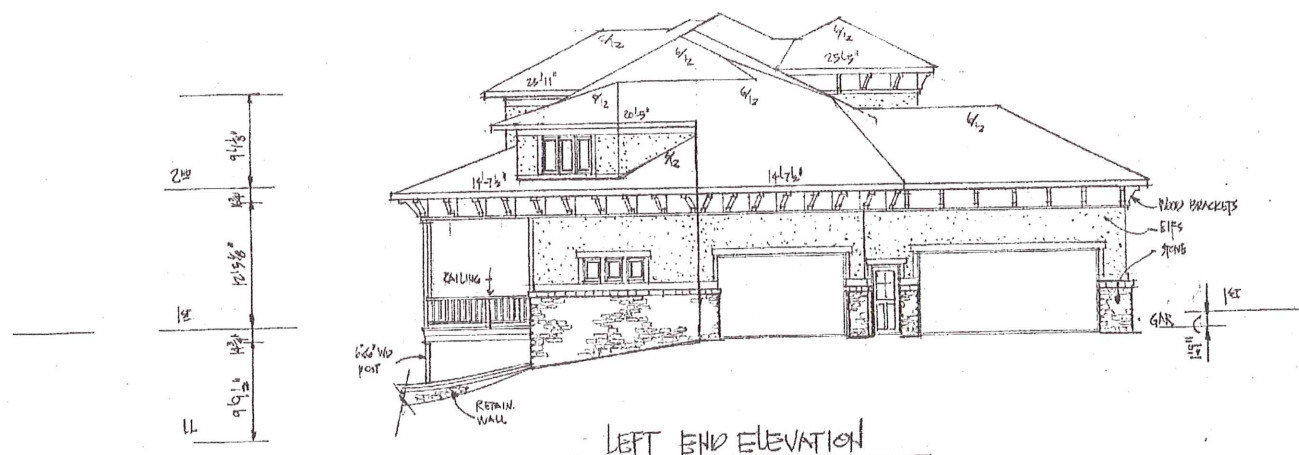




FRONT ELEVATION

1/8" scale

#14-140 (1-28-15)

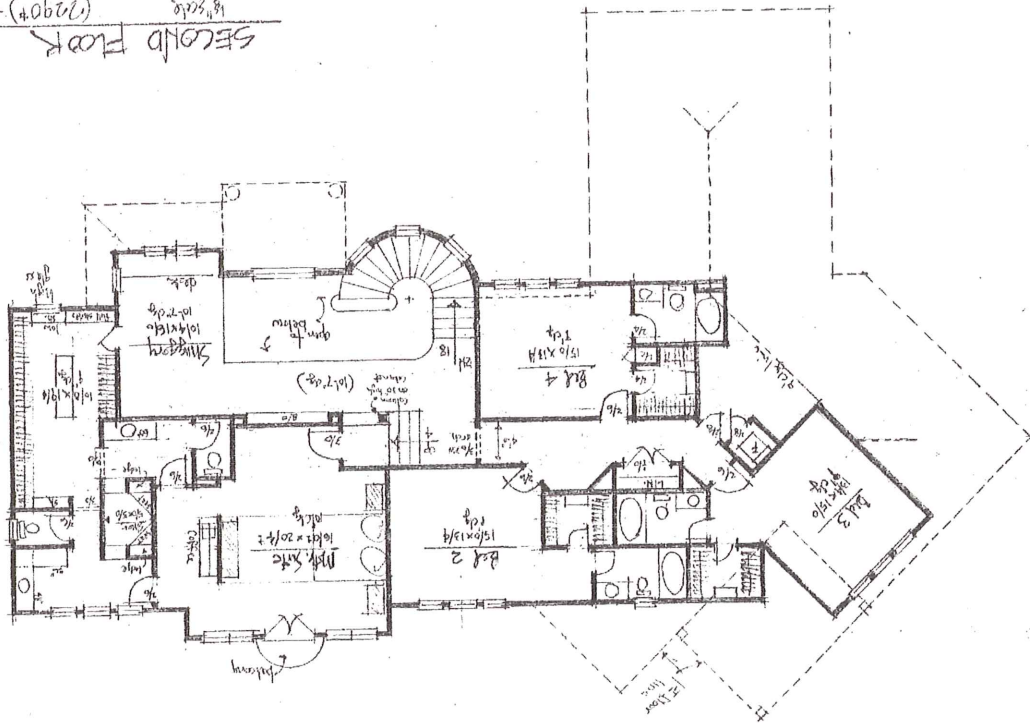


LEFT END ELEVATION

#14-140 (1-28-15)

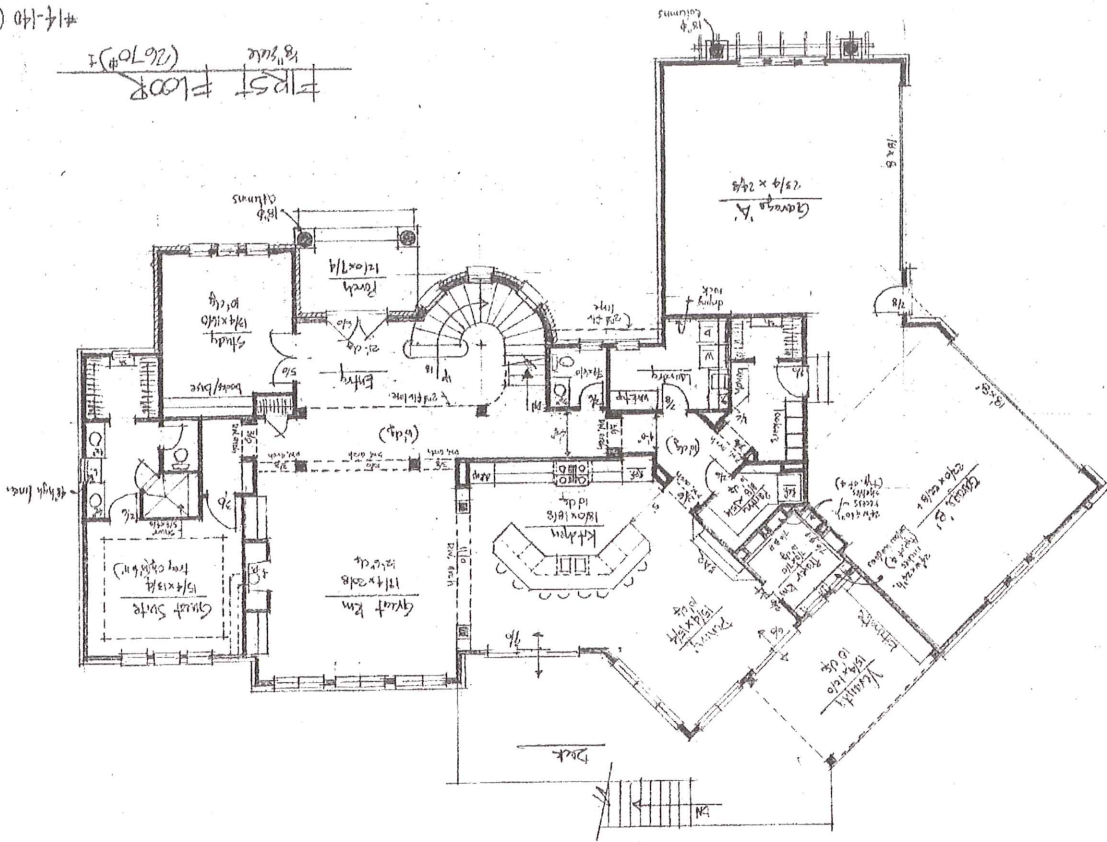
#14-140 (1-28-15)

SECOND FLOOR



#14-140 (1-28-15)

FIRST FLOOR



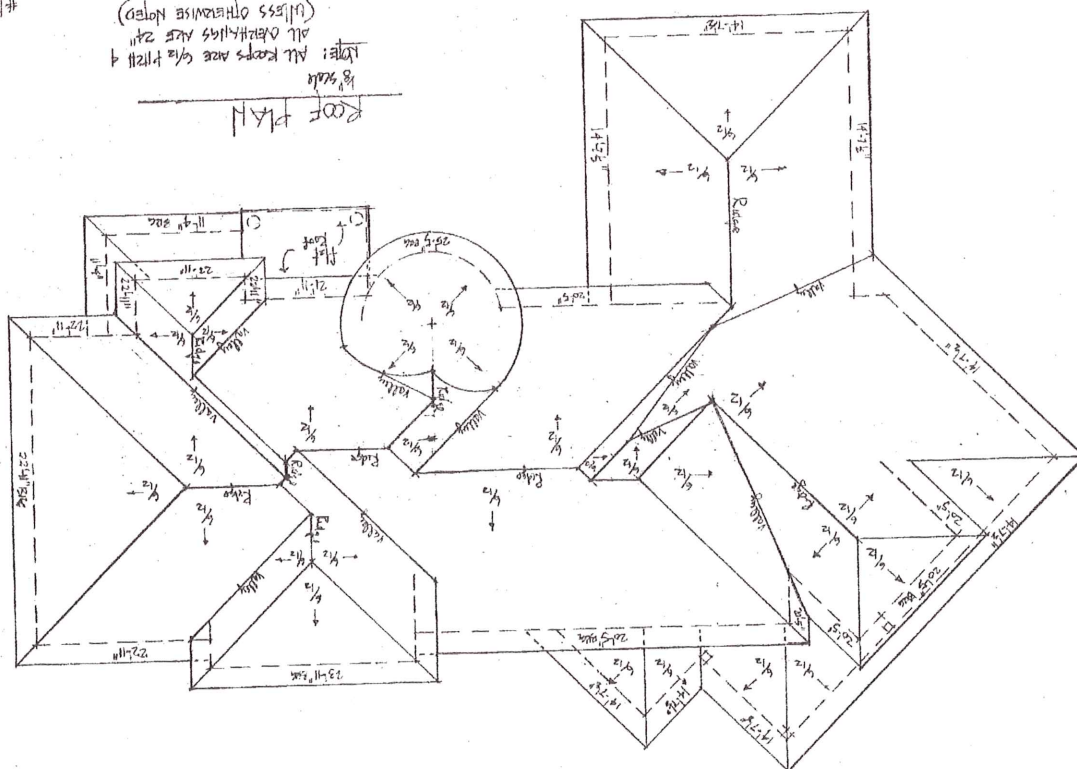
Hand-drawn floor plan of the lower level of a house. The plan shows a large living area with a fireplace, a dining area, a kitchen, and a breakfast room. There are two bedrooms, a bathroom, and a central hall. A large staircase is located in the center. The plan is labeled "LOWER LEVEL" and includes dimensions for various rooms.

Rooms and Dimensions:

- Living Room: 13'0" x 14'8"
- Dining Room: 12'0" x 14'0"
- Kitchen: 11'0" x 13'4"
- Breakfast Room: 8'4" x 11'8"
- Bedroom 1: 13'0" x 12'6"
- Bedroom 2: 13'0" x 12'6"
- Bathroom: 5'0" x 7'0"
- Hall: 4'0" x 10'0"
- Staircase: 11'0" x 13'4"
- Entry: 11'0" x 13'4"
- Living Room: 13'0" x 14'8"
- Dining Room: 12'0" x 14'0"
- Kitchen: 11'0" x 13'4"
- Breakfast Room: 8'4" x 11'8"
- Bedroom 1: 13'0" x 12'6"
- Bedroom 2: 13'0" x 12'6"
- Bathroom: 5'0" x 7'0"
- Hall: 4'0" x 10'0"
- Staircase: 11'0" x 13'4"
- Entry: 11'0" x 13'4"

Other features include a fireplace in the living room, a large window in the dining room, and a central hall with a staircase.

COF PLAN



G&G Custom Homes, Inc

15822 Shining Spring Dr • Westfield, IN 46074 • Phone: 317-418-7665
E-Mail: joe@ggcustomhomes.com Web: www.ggcustomhomes.com



To whom it may concern:

This is a request for an amendment to the PUD for a lower roof pitch than what is allowed in the Valley View Section of Viking Meadows. The home we will be building is a Mediterranean style home that requires a 6/12 roof pitch. This home will be located on Lot 16 Valley View. The architecture for this type of home requires this lower roof pitch. The price point of this home with the lot is \$1,300,000. This house will blend in nicely with the rest of the homes and architecture that exists in Valley View.

Sincerely,

Joe I Garcia
President

ORDINANCE NUMBER 15-06

Document Cross Reference No. 200500022608, 2010068626, 2012023476 and 2013012833

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

This is a Planned Unit Development District Ordinance to amend the Westfield-Washington Zoning Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “Zoning Ordinance”) and Ordinance No. 04-22, as amended by Ordinance No. 10-30, Ordinance No. 12-05 and Ordinance 13-11 enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 *et seq.*, as amended.

WHEREAS, the City of Westfield, Indiana (the “City”) and the Township of Washington, both of Hamilton County, Indiana are subject to the Zoning Ordinance;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (**Docket 1504-PUD-05**), filed with the Commission requesting an amendment to the Zoning Ordinance;

WHEREAS, the Commission forwarded **Docket 1504-PUD-05** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2013;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This ordinance shall hereafter be referred to as the Valley View at Viking Meadows PUD Amendment Ordinance for Lot 16 (this "Ordinance").

- 1.2 This Ordinance applies only to the subject real estate, generally described as Lot 16 within Parcel C of the Viking Meadows PUD Ordinance, and more particularly described in Exhibit A attached hereto (the "Real Estate").
- 1.3 Any provisions of the Viking Meadows PUD Ordinance or Zoning Ordinance that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance. All other provisions of the PUD Ordinance not affected by this Ordinance shall remain in effect with the adoption of this Ordinance.

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Viking Meadows PUD Ordinance or as otherwise ascribed to them in the Zoning Ordinance.

- 2.1 Original PUD Ordinance. Shall mean and refer to The Viking Meadows Planned Unit Development District Ordinance recorded as Instrument No. 200500022608 in the Office of the Recorder of Hamilton County, Indiana and adopted by the Westfield Town Council on June 14, 2004 as Ordinance No. 04-22.
- 2.2 Viking Meadows PUD Ordinance. Shall mean and collectively refer to the Original PUD Ordinance and the Viking Meadows Planned Unit Development Amendment Ordinance recorded as Instrument No. 2010068626 in the Office of the Recorder of Hamilton County, Indiana and adopted by the Westfield City Council on December 13, 2010 as Ordinance No. 10-30.

Section 3. **Architectural Standards.** Exhibit 19 ("Architectural Standards – Parcel C") of the Original PUD Ordinance is hereby amended and superseded with the attached Exhibit B ("Architectural Standards – Parcel D").

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS ____ DAY OF _____, 2013.

WESTFIELD COMMON COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoove

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify **ORDINANCE** 15-06 was delivered to the Mayor of Westfield on the ____ day of _____, 2015.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 15-06
this ____ day of _____, 2015.

I hereby VETO ORDINANCE 15-06
this ____ day of _____, 2015.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A
REAL ESTATE

Lots #16 of Valley View at Viking Meadows Section one per the plat thereof recorded as Instrument #_____ in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
ARCHITECTURAL STANDARDS – PARCEL C

- 1) **Lot Width:**
Minimum of 100 ft. at front building line

- 2) **Minimum Square Footage:**
One-story home: 2600
Two-story home: 3200

- 3) **Side Yard Setbacks:**
10 ft. minimum
20 ft. minimum between residences

- 4) **Roof Pitch:**
Front to back: 8/12
Front gables 10/12

This requirement may be modified by the Department for homes with a historical style¹ which lends itself to a lower roof pitch.

Note: ancillary roofs such as porches, bays or walkways may be less than the minimum requirement.

- 5) **Roof Overhangs:**
Minimum framed overhang: 12 inches

Note: Where masonry meets any overhang, the overhang shall measure a minimum of eight (8) inches.

- 6) **Roof Ridgeline:**
- A. In Viking Meadows a one-story home shall have a minimum of three (3) ridgelines unless fewer is consistent with a historical style¹ of the home in which case a minimum of two (2) ridgelines are required.
 - B. A two-story home shall have a minimum of three (3) ridgelines, unless fewer is consistent with a historical style¹ of the home in which case a minimum of two (2) ridgelines are required.
 - C. Ridgelines shall only be considered if they are horizontal ridges which form the peak of a pitched area. Covered and enclosed porches shall count as a ridgeline.

- 7) **Corner Breaks:**
Each home shall have a minimum of three (3) corner breaks on the front and rear facades. The exterior corners of a covered porch, the outermost corners of the home and a projection with a height of no less than six (6) feet shall count toward this requirement.

8) Equipment Vents:

All vents shall attach to the rear or side of the home to reduce visibility from the street.

9) Foundations:

No slab foundations permitted. All home foundations shall be on a basement or crawl space.

10) Windows:

- A. Window type shall be vinyl clad, aluminum clad or wood.
- B. Front and rear facades to include a minimum of six (6) windows and each side façade shall include at least one (1) window.
- C. In counting windows, a double hung shall count as one (1) window and each casement window where the glass is enclosed by vinyl, vinyl clad or aluminum clad, or wood material frame shall count as one (1) window.

11) Garages:

All homes shall have a minimum three-car attached garage.

12) Masonry Requirements:

- A. Acceptable masonry materials include the following: brick, limestone, natural stone, cultured stone, stucco and EIFS.
- B. All homes shall have masonry on the first floor, front, sides and rear.
- C. The masonry requirements may be modified by the Department for up to 35% of the homes with a historical style¹ which lends itself to the use of less masonry.

13) Siding Requirements:

No vinyl or aluminum siding shall be permitted. Acceptable siding materials shall be wood, LP siding, Hardiplank or similar composition siding materials.

14) Landscaping:

- A. Front landscaping:
 - 20 shrubs (18" planted)
 - 2 yard trees (2" minimum caliper outside planting bed)
 - 1 to 4 parkway trees (2" minimum caliper) to be planted between the curb and sidewalk, required 50' to 60' on center spacing (number depends on lot street frontage).
- B. Lawns:
 - 1) Sod with hydroseed with irrigation in all front yards to the front corners of the home. All side yards and rear yards must be seed with straw at a minimum and no irrigation is required.
 - 2) Corner lot homes which have two elevations substantially parallel to a public street shall have lawns comprised of sod or hydroseed with irrigation in that portion of the yard located between the public street on each side of the corner lot and a line drawn parallel to each front corner elevation closest to the public street extending from each end of said

elevations to each perpendicular lot line. All other side yards and rear yards must be seeded with straw at a minimum and no irrigation is required.

- 3) Corner lot homes which are set at an angle to the public streets, lacking an elevation substantially parallel to either abutting public street, shall have lawns comprised of sod or hydroseed with irrigation in that portion of the yard located (i) between the front elevation of the home and each public street and (ii) between the public street on each side of the corner lot and a line drawn parallel to each public street, extending to each perpendicular lot line from the two exterior corners of the home closest to each abutting public street. All other side yard and rear yards must be seeded with straw at minimum and no irrigation is required.

15) Miscellaneous:

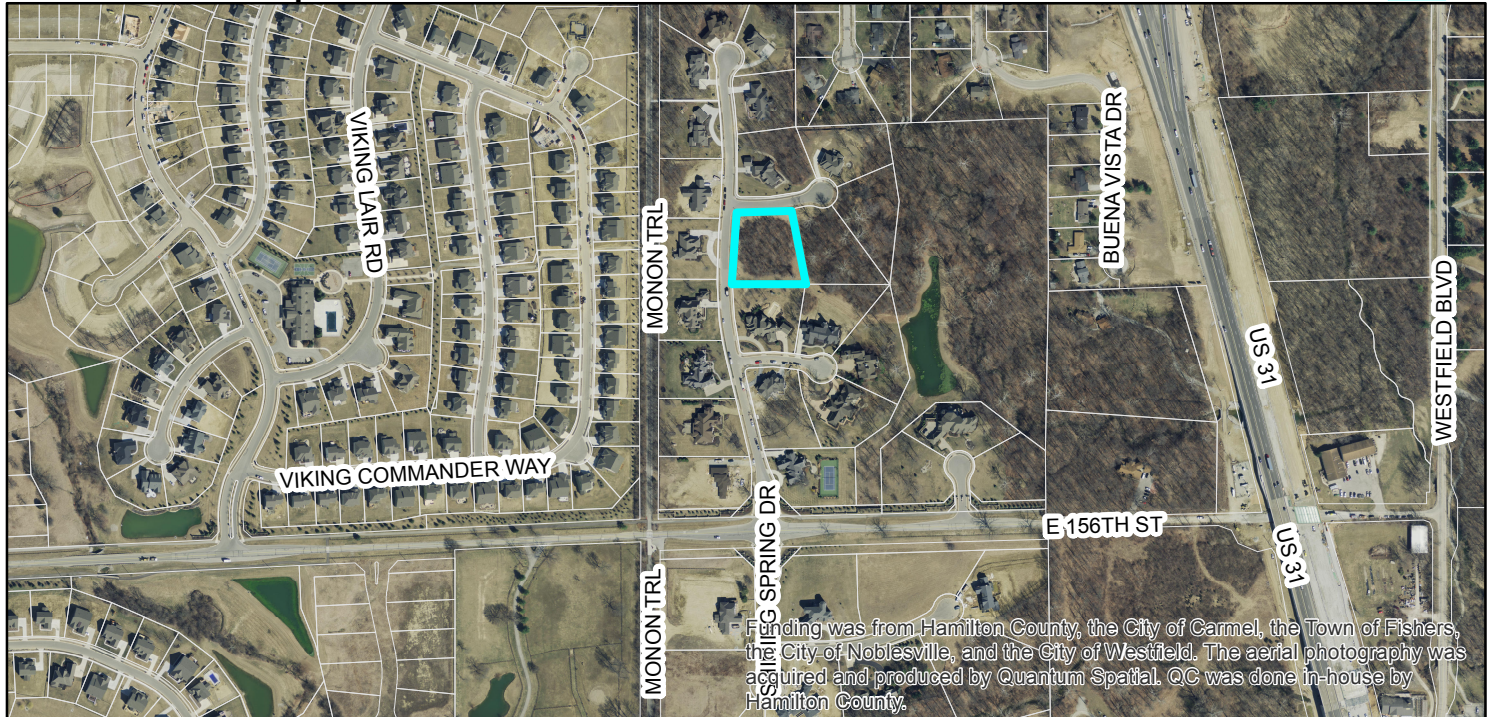
- A. A not for profit Viking Meadows Homeowners Association shall be incorporated and related Covenants, Restrictions and By-Laws shall be created prior to platting any sections of Viking Meadows.
- B. All new home, landscaping and exterior color plans must be approved by the Department prior to beginning construction.
- C. All driveways shall be concrete.
- D. Public sidewalks are required on all lots.
- E. Uniform mailboxes (as determined by the Developer) shall be required.
- F. Dusk to dawn yardlights shall be required in a uniform location (as determined by Developer). The yardlight shall have a maximum total of 120-watt bulbs.
- G. All fireplaces located on the exterior elevation of a home must be constructed of masonry. Interior fireplaces protruding through the roof not on an exterior elevation of a home, are not required to be masonry but must be decorative in nature using masonry, stucco or EFIS materials.
- H. Dumpsters and or trash bins are required on all lots once framing begins.

¹ Historical architectural styles are styles such as Colonial, Cape Code, Craftsman, Farmhouse, French Country, Prairie, Mediterranean or homes with various architectural elements taken from the foregoing to create more recent and modern versions of the foregoing. The Department shall have the authority to determine whether a specific house plan qualifies as a historical architectural style entitled to the modification, in the manner specified in these guidelines, of the standards set forth in these guidelines. The Department shall have the authority to approve a home plan as a Historical architectural style.

Viking Meadows PUD Amendment Location Map



Aerial Location Map



Zoning Map



Zoning

-  PUD (Planned Unit Development)
-  AG-SF1 (Agriculture Single Family 1)
-  LB (Local Business)

PROCLAMATION

Music in Our Schools Month

March 2015

WHEREAS, the study of music contributes to young people's development through heightened skills in listening, reading, self-expression, and creativity; and engages our youth in individual and group activities and provides a competitive edge for our students, and

WHEREAS, music education in our schools includes a broad range of types of music and active musical experiences, and helps students acquire skills in production and performance of music, as well as an understanding of history and culture, and

WHEREAS, music and the other arts significantly enhance the morale and quality of the school environment, and plays a significant role in preparing children for a productive role in our society, and

WHEREAS, the City of Westfield proudly supports our many students and teachers who dedicate their time and talent to music performance and education and congratulate all for their extraordinary contributions to our community.

NOW, THEREFORE, I, J. Andrew Cook, Mayor of the City of Westfield, do hereby proclaim March 2015 as ***MUSIC IN OUR SCHOOLS MONTH*** in the City of Westfield, IN and call upon all Westfield citizens, teachers and students to support the purposes and practices of music education in our schools.

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 9th day of March, 2015.

(City Seal)

J. Andrew Cook, Mayor
City of Westfield

ORDINANCE 15-03

Amending/Replacing Ordinance 06-16 and 06-52

AN ORDINANCE TO ESTABLISH INSPECTION FEES AND REGULATIONS FOR EROSION & SEDIMENT CONTROL INSPECTIONS FOR RESIDENTIAL LOTS AND OUTLOTS

WHEREAS, The City Council of the City of Westfield, Indiana ("Council") desires to provide for the health, safety, and general welfare of the citizens of the City of Westfield, Indiana ("City") through the regulation of water, erosion and sediment discharges to the maximum extent practicable as required by federal and state law; and

WHEREAS, The Council is desirous of establishing methods for controlling the introduction of pollutants from construction activity into the City Separate Storm Sewer System ("MS4") in order to comply with requirements of the National Pollutant Discharge Elimination System ("NPDES") program authorized by the 1972 amendments to the Clean Water Act, the Indiana Department of Environmental Management's Rule 13 (327 IAC 15-13), and the Indiana Department of Environmental Management's Rule 5 (327 IAC 15-5); and

WHEREAS, on April 10, 2006 the council adopted Ordinance 06-16, an Ordinance to Establish Inspection Fees and Regulations for Erosion & Sediment Control Inspections for Residential Lots and Outlots; and

Whereas, The Council has the authority to amend and replace ordinances;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, Ordinance 06-16 and 06-52 are hereby amended/replaced by this ordinance as follows:

Section 1. Purpose and Intent

The primary purpose of this Ordinance is to ensure perimeter sediment and erosion control, with best management practices (BMP's) being utilized to prevent and minimize sediment and erosion discharge from leaving the construction site. The intent of this Ordinance is to prevent non-storm water discharges, erosion and minimize sediment from leaving the site. Failure to do so can result in damage to adjacent property, damage to the MS4's storm sewer system, and contribute to the polluting of streams, lakes and rivers.

The City of Westfield Improvement Location Permit Application ("ILP"), generally known as a Building Permit, permittee (the "Permittee") is responsible for ensuring that adequate BMP's are in place and functioning until the construction project obtains a Certificate of Occupancy ("C of O")

from the City Building Department. The property owner, after the C of O is issued, is responsible to maintain the erosion control measures until adequate ground cover (70% mature growth) is established and the property is required to have established adequate ground cover within two (2) years from the issuance of the C of O.

Compliance with this Ordinance shall be the responsibility of the party listed on the ILP filed with the City.

Section 2. Best Management Practices (BMP's) For Construction Lots

Examples of BMP's include but are not limited to: sediment fence, straw mat, seed, mulch, coconut and fiber rolls, or other types approved by the Westfield Public Works Department ("WPWD"). The sequence of installation shall be:

- a. **Grading/Excavating** - Install all BMP's prior to any grading or excavating activities, where practical.
- b. **Inlet Protection** - Ensure that the BMP's are in place and functioning for both yard inlets and curb inlets around the perimeter of the lot.
- c. **Protection of Adjacent Lots** - Install BMP's along the common lot line of adjacent lots.
- d. **Stabilize Stockpiles** - Install BMP's to stabilize stockpiles to prevent erosion and sediment from entering the street.
- e. **Installation of BMP's** – Follow manufacturer's recommendations and requirements for the installation of all BMP's.
- f. **Temporary Construction Entrance** – A temporary stone access drive is required for all lots and shall be utilized for access onto the lot.
- g. **Maintenance** - The builder is responsible for maintaining and repairing all BMP's as needed throughout construction.
- h. **Final Grading** - BMP's may be removed in order to complete final grading on the lot. However, BMP's will be required to be reinstalled until seed germination establishes 70% mature growth. On lots where sod is installed erosion control measures are not required to be installed, unless requested by the WPWD. For lots where sod installation is delayed, the contractor will be required to maintain BMP's until the sod can be installed effectively.
- i. **Concrete Wash Out** – Required onsite or within development.

Section 3. Responsibilities of Permittee

- a. The Permittee is responsible for ensuring that a BMP's measures remain in place during the construction process and that the installation and continuous maintenance of all lot erosion and sediment control devices are monitored.
- b. Periodic inspection will be necessary to ensure that erosion and sediment control measures are functioning as designed and installed per the manufacturer's specifications. In addition, to standard periodic inspections, this Ordinance requires that the Permittee conduct inspections after each rain event of 1/2" or more in a 24-hour period. Any problems noted during these inspections shall be corrected immediately.
- c. Once the Permittee has started construction, the Permittee is responsible for the maintenance of erosion and sediment control measures protecting yard inlets on and/or adjacent to their lots, as well as curb inlets along the street frontage. Sediment must not be allowed to enter the storm sewer system and allowing such is a violation of this Ordinance.
- d. A temporary construction entrance provides a place for parking vehicles off of the street and a spot where material can be off loaded. This requirement is to provide a stable surface for parking vehicles where mud and other debris will not to be tracked onto the street. Proper maintenance of the area is required until such time as a permanent driveway is installed.
- e. During the entire construction process the Permittee is responsible to ensure that mud, dirt, rocks, and other debris are not allowed to erode onto streets and sidewalks, nor tracked onto the streets by construction vehicles. At no time shall any mud or other debris be deposited onto the street.
- f. Failure to keep streets clear of mud sediment, and debris will result in an enforcement action by the WPWD under the authority of the City of Westfield's Stormwater Management Ordinance (05-30). The Permittee will be responsible for incurring all costs associated with cleaning the streets.

Section 4. Administration and Application

- a. The WPWD will administer, implement, and enforce the provisions of this Ordinance.
- b. This Ordinance shall apply to all construction activity, (direct or indirect stormwater discharges, and illicit discharges) entering within the storm drainage system, MS4, or receiving waters under the jurisdiction of the City.
- c. Any Permittee subject to an NPDES Stormwater Discharge Permit shall comply with all provisions of such permit. If provisions of this ordinance are more restrictive than the NPDES Stormwater Discharge Permit, proof of compliance with said permit and this Ordinance may be required in a form acceptable to the WPWD prior to allowing discharges to the MS4.
- d. The provisions of this Ordinance shall be deemed as additional requirements to minimum standards required by other provisions of the City of Westfield Code, and as supplemental requirements to Indiana's Rule 5 regarding Stormwater Discharge associated with construction activity and Indiana's Rule 13 regarding stormwater runoff associated with MS4 conveyances. In

case of conflicting requirements, the most restrictive shall apply. Unless otherwise stated, the most recent versions or editions of said codes, ordinances, laws, and statutes shall apply.

e. The City, by and through its Council, has the authority to modify, grant exemptions, and/or waive any and all the requirements of this Ordinance. A meeting with the WPWD may be requested by an Permittee to discuss the applicability of various provisions of the Ordinance with regard to unique or unusual circumstances. However, any initial determination of such applicability shall not be binding on future determinations of the WPWD.

f. The City of Westfield Utility and Infrastructure Construction Standards and Specifications Manual, and amendments thereto, are hereby incorporated herein by reference, with copies of the same being maintained in the WPWD for public inspection during regular business hours.

g Words and phrases in this Ordinance shall be construed according to their common and accepted meanings. Technical words and technical phrases that are not defined in this Ordinance, but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings and as defined in 327 IAC 15-13 and 327 IAC 15-5 of the Indiana Code and other provisions of the City of Westfield Code.

h. The City shall be permitted to enter and inspect any premise subject to regulation under this Ordinance. It shall be unlawful for the Permittee of any premise to refuse to allow the WPWD to enter upon the premise for the purposes set forth in this Ordinance.

Section 5. Enforcement

I. NOTICE OF VIOLATION and STOP WORK ORDER

A. In the event a Permittee has violated the terms of this Ordinance, the City may order compliance by written Notice of Violation to the Permittee. Such notice may require:

1. Issuance of a Pending Stop Work Order or issuance of a Stop Work Order.
2. The restoration or installation of new BMP measures;
3. Payment of a fine; and/or
4. Revocation or suspension of the Erosion Control Inspection Permit.

B. The City may, without prior Notice of Stop Work Order or Violation, suspend Storm Drainage System or MS4 access to a Permittee when storm water discharges present or may present imminent and substantial danger.

C. The Notice of a Stop Work Order due to a Violation will:

1. Be in writing;
2. Include a description of the property for identification;

3. Include a statement of the violation(s) and section violated and why the notice or order is being issued;
4. Failure to comply with the conditions set forth in this Ordinance will result in an initial verbal warning. If the violation is not corrected within one day from the verbal warning, a Pending Stop Work Order will be issued and a penalty of \$50.00 will be assessed for a re-inspection. After the third day from the initial verbal warning, a Stop Work Order will be issued and an additional penalty of \$50.00 will be assessed for a re-inspection to ensure that the repairs and improvements required to the property are in compliance with the provisions of this Ordinance.

D. Reinspection of remedied violations will be assessed a re-inspection fee in accordance with the fee schedule in this Ordinance.

E. If the Permittee fails to comply with a Stop Work Order, then the WPWD will take steps as deemed necessary to prevent or minimize damage or remediate a violation. All reasonable costs associated with the abatement or restoration shall be assessed against the owner of the property and may be filed as a lien against the property in the amount of the assessment. It shall be unlawful for any Permittee, owner, agent or person in possession of any premise to refuse to allow the WPWD or its designee to enter upon the premise for the purposes set forth above.

F. In the event of a Stop Work Order, the City shall not reinstate the Erosion Control Inspection Permit or MS4 access to the Permittee until the Permittee presents proof, satisfactory to the City, that the corrections have been made. Permittee violates this ordinance if the Permittee reinstates MS4 access to the premises terminated pursuant to this section, without the prior approval of the City.

G. In addition to the penalties listed above, if construction activities are conducted contrary to the provisions of this Ordinance, the City may order the work stopped by notice in writing, in the form of a Stop Work Order, served on any Permittee engaged in the doing or causing of such work to be done; and any such Permittee shall forth with stop such work until authorized by the WPWD to proceed with the work.

II. APPEAL OF NOTICE OF VIOLATION

A. Any Permittee receiving a Notice of Violation may appeal the determination of violation to the Westfield Board of Works and Safety ("BPW"), for rescission of the Notice or Order, or for a modification, variance, or extension of time for compliance on one or more of the following bases: (i) a Stop Work Order served in accordance with this Ordinance is in error, or (ii) should, due to hardship, be modified or entitled to a variance from enforcement, or (iii) that a reasonable extension of time for the compliance should be granted upon the grounds of a demonstrated case of hardship and evidence of an actual undertaking to correct the violation, together with a legitimate intent to comply within a reasonable time period.

B. A request for rescission, modification, variance, or extension of time shall be made in writing, within ten (10) days of the Permittee's receipt of a copy of the Notice or Order, to the City

of Westfield Clerk-Treasurer's Office, to be placed on the Council agenda. The Council shall schedule a hearing within thirty (30) days of receipt of the request.

C. All hearings before the BPW shall be open to the public. The Permittee, the Permittee's representative, and any persons whose interests are affected shall be given an opportunity to be heard.

D. At the conclusion of the hearing the BPW may reverse, affirm, or modify the Order, Notice, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as justice would require. The Council's determination and findings of fact shall be recorded and if a Notice or Order is affirmed or modified, the Council shall, in the determination on appeal, re-establish a reasonable timeline to make the repairs and improvements required to bring the violation into compliance with the provisions of this Ordinance.

III. TRANSFER OF OWNERSHIP

No owner of any premise upon whom a Stop Work Order has been served shall sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the Notice of Violation have been complied with, or until such owner first furnishes the grantee, transferee, mortgagee or lessee a true copy of any compliance order or Notice of Violation issued by the City and furnishes to the City a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such Notice of Violation and fully accepting the responsibility without condition for making corrections or repairs required by such Notice of Violation.

IV. PENALTIES FOR VIOLATIONS

Any person found in violation of any provisions of this Ordinance shall be responsible for a civil infraction and subject to a maximum fine of \$200 for the first offense, \$1,000 for the second offense, and a maximum of \$7,500 for a subsequent offense, plus cost, damages, and expenses. Each day such violation occurs or continues shall be deemed a separate offense and shall make the violator liable for the imposition of a fine for each day. The rights and remedies provided for in this section are cumulative and in addition to any other remedies provided by law. An admission or determination of responsibility shall not exempt the offender from compliance with the requirements of this Ordinance.

Any person who aids or abets a person in violation of this Ordinance shall be subject to the penalties provided in this section.

For purposes of this section, "subsequent offense" means a violation of the provisions of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance for which said person admitted responsibility or was adjudicated to be responsible.

Section 6. WPWD Erosion Control Inspections

- a. The WPWD Erosion Control Inspector will inspect erosion and sediment control measures in conjunction with routine inspections. Inspections will ensure that proper placement and installation of erosion and sediment control measures are in place.
- b. The first inspection will occur at the time prior to the pushing of the pad and foundation installation. Standard items to be checked are: protection of adjacent lots, protection of inlets, grading/excavating, and that stockpiles are stabilized. If BMP's are not installed in the correct location and/or not installed correctly, the inspection may be denied, a Stop Work Order required or fees may be applied.
- c. It is anticipated that by the time the foundation inspection is requested, backfilling of the foundation will have been complete and all erosion and sediment control measures will have been installed. If the Permittee fails to install the proper erosion and sediment control measure, this may result in the inspection being denied, a Stop Work Order required or fees may be applied.
- d. For unique situations the Erosion Control Inspector will be available to discuss erosion and sediment control measures for any lot and the sequencing for installation of BMP's.

Section 7. WPWD Erosion Control Inspection Fees

Fees for Erosion Control Inspections shall be:

1. Residential lots 2 acres or less \$100 each.
2. Residential lots greater than 2 acres will be assessed at \$100 per ¼ acre or portion thereof.
3. Industrial, commercial, retail outlets and all other development not noted in Section 7/1 and 7/2 will be assessed at \$100 per ¼ acre or portion thereof.
4. Additional re-inspections for denied and/or stop work orders or fines will be assessed at \$50 per re-inspection.

Section 8. Forms

The applicable permit forms are attached to this Ordinance as Exhibit A.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance, or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

All ordinances or parts thereof in conflict with the provisions of the Ordinance are hereby repealed. All acts undertaken to create this Ordinance are hereby ratified.

This Ordinance shall be in full force and effect from and after its passage and signing by the Westfield City Council and publication as required by law.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS ____DAY OF _____2015.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

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 15-03 was delivered to the Mayor of Westfield

on the _____ day of _____, 2015, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 15-03

I hereby VETO ORDINANCE 15-03

this _____ day of _____, 2015. this _____ day of _____, 2015.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

Ordinance prepared by
Jeremy Lollar, Director, WPW

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

Exhibit A

WESTFIELD PUBLIC WORKS



EROSION CONTROL INSPECTION PERMIT REQUEST

Name of Development/Minor Plat & Lot #: _____ **Project Name:** _____

_____ Section/Township/Range _____

Parcel Number: _____ Township Name: _____

Applicant's Name: _____ Property Owner: _____

Address: _____ Property Address: _____

Phone: (____) _____ Phone: (____) _____

Fax: (____) _____ Fax: (____) _____

Contractor/Builder: _____

Address: _____

Phone: (____) _____ Fax: (____) _____

Contact Person: _____ Cell Phone: _____

Type of Lot or Improvement: _____

Trained Individual in Charge of the Mandatory Stormwater Pollution Prevention Program

Name: _____ Address: _____ Phone #: _____

List of Qualifications): _____

The individual lot operator is responsible for installation and maintenance of all erosion and sediment control measures until the site is stabilized.

Signature _____ Date _____

Check Title: Owner _____ Contractor _____ Engineer _____ Agent _____ Other _____

***** For Office Use Only ***** Engineering Firm: _____

Permit # _____ Plan Project # _____ Check # _____



City of Westfield Public Works Engineer



CONSTRUCTION SITE IN A SAFE AND NON-HAZARDOUS CONDITION.

Issued by:

FAXED _____ (DATE & TIME)

ORIGINAL TO FILE

YELLOW TO PLANNING AND BUILDING

PINK COPY LEFT AT SITE



City of Westfield Public Works Engineer

Westfield Public Works Department



 Other _____

SPECIAL NOTE: All needed measures must be taken to secure and leave the construction site in a safe and non-hazardous condition.

Issued by:

FAXED _____ (DATE & TIME)

ORIGINAL TO FILE

YELLOW COPY LEFT AT SITE

PINK COPY TO PLANNING AND BUILDING



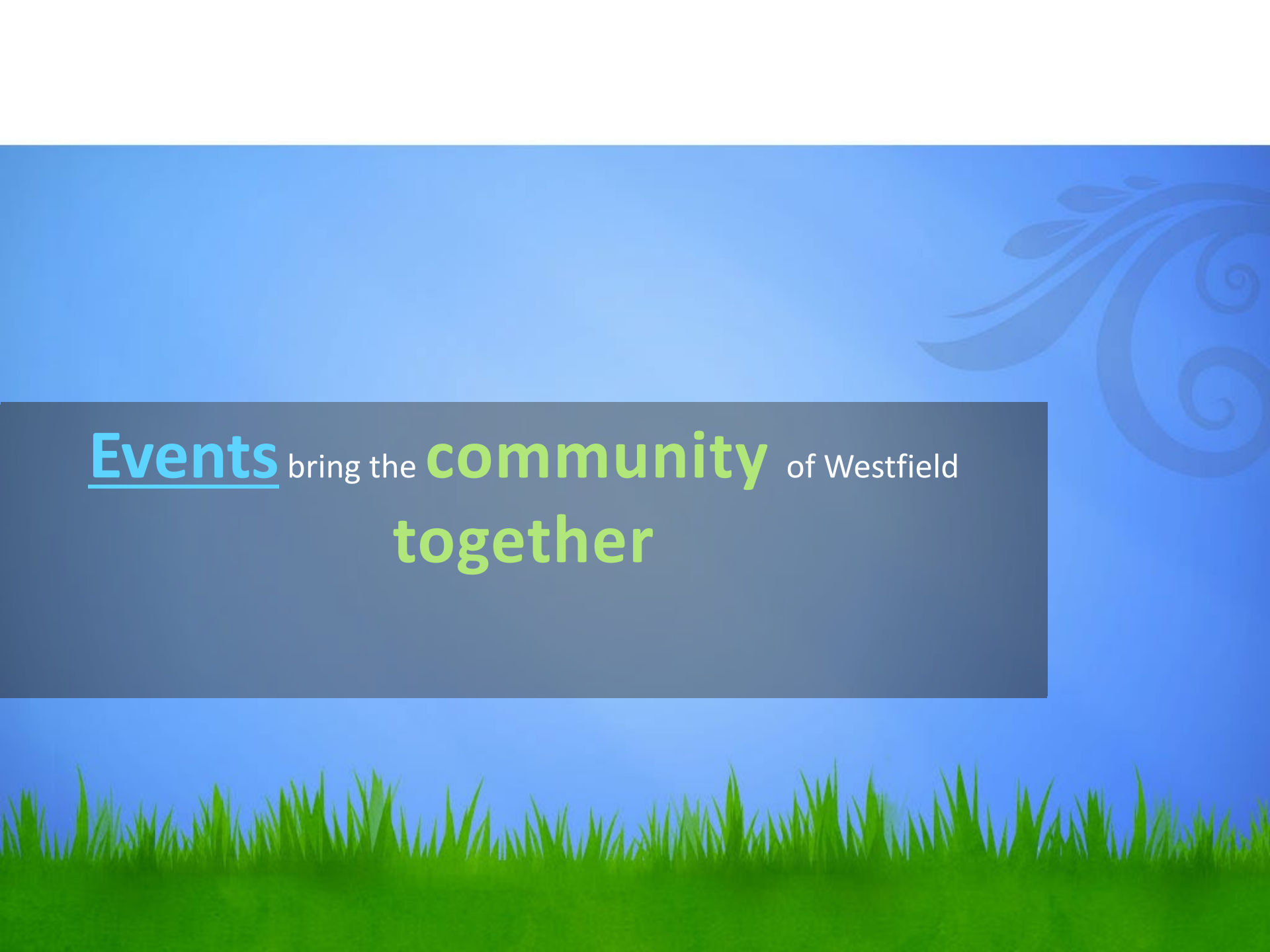
Update

Parks and Recreation



The Parks department brings the **community** of
Westfield **together** through:

EVENTS
PROGRAMS
TRAILS
PARKS



Events bring the **community** of Westfield
together

Events Overview

- Gained **\$34,800** from local sponsors
- Partnered with **117** local businesses
- Hosted **9** community events
- Supported by over **400** volunteers



Events Update

- **Summer Series: Movies in the Park**

Average Attendance: **500** per movie



- **September: Voices from the Past**

Attendance: **280** School Tours and **600** ticket sales



- **October: Grand Junction Derby**

Attendance: **1,500**



Events Update

- **December: Westfield in Lights**

Attendance: **5,000**



- **February: Melt the Trail**

Attendance: **75**

**New event held at Grand Park*

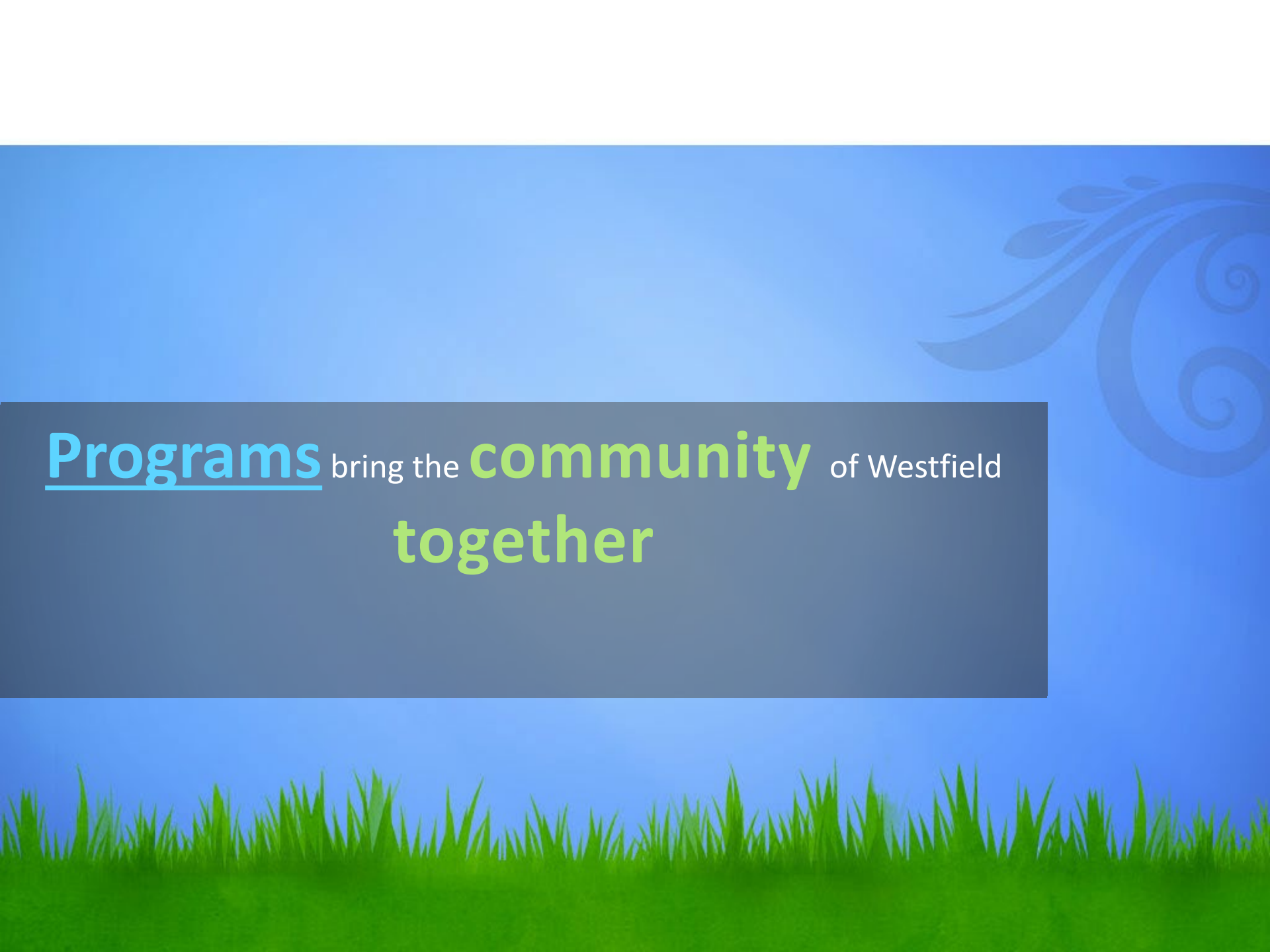


- **Spring/Summer:**

Bicycle Rodeo* WR4th* Movies in the Park

Westfield in Lights Video

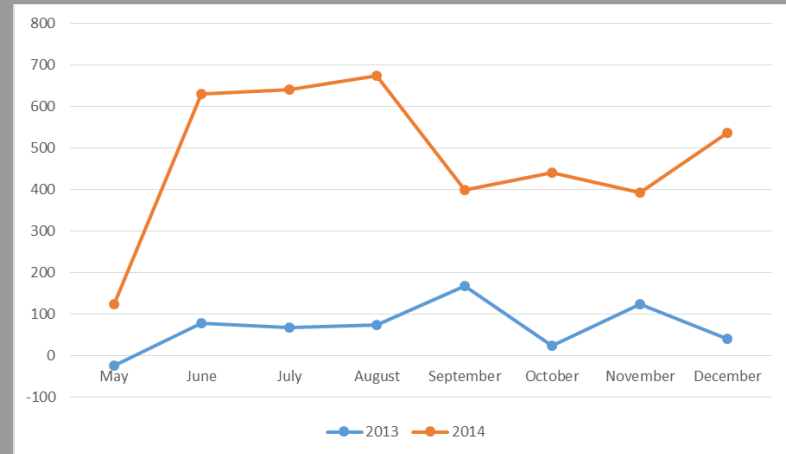




Programs bring the **community** of Westfield
together

Programming Overview

- Over **138%** increase in participation
- Revenue increase of **525%**
- Added **20** new programs



Programming Update

- **Fall Highlights**

Wilderness Survival Academy partnered with Boy Scouts
FREE ESL class almost at max capacity for building



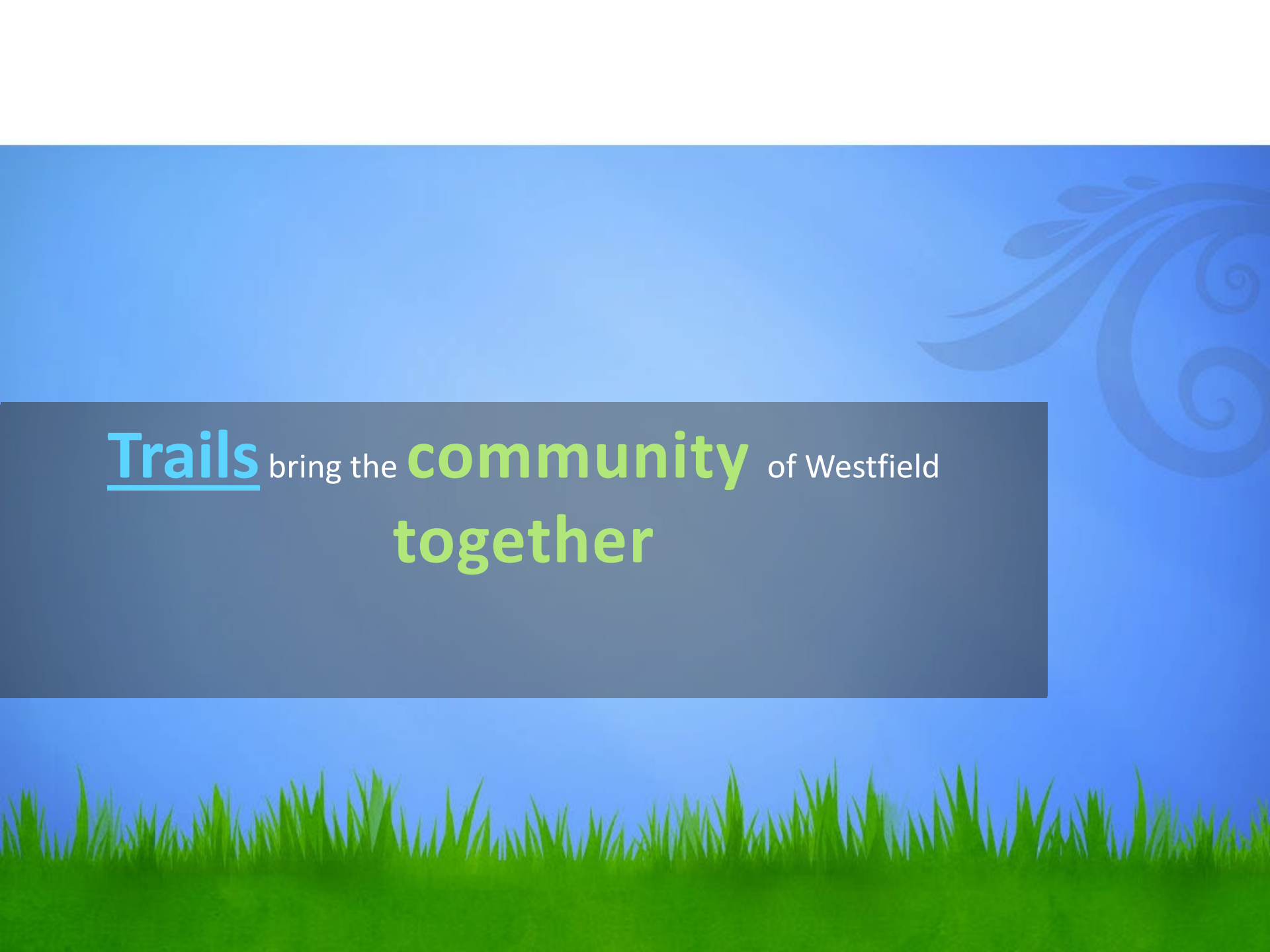
- **Winter Highlights**

Senior Bingo Brunch
Adult Painting Classes

- **Spring/Summer Programming**

NEW sports camps
NEW Cooking classes
NEW Quilting workshops





Trails bring the **community** of Westfield
together

Trails Update

City Workforce Merged

- Street Projects maintained and managed through Public works
- New Director of Public works is Jeremy Loller

Projects

- **Monon Trail Phase 3A**
Paved from 161st to Oak Ridge.
- **Monon Trail Phase 4** (Bridge over the Anna Kendall)
Will have bid opening March 19
- **Trail Connections 2014**
Under Construction
40% complete. Will resume construction when the weather breaks.



Trails Update

- **Monon Phase 6** (181st to Monon Trail Elementary School north of 191st)
Design – 95%
Construction will begin in Early September this year
*This includes an east/west connection along north side of 181st from US 31 to Wheeler Road
- **Monon Phase 7** (Monon Trail Elementary School to 216th)
Design – 50%
Construction will begin in Early September 2016
- **Wheeler Road Extension** (Includes the Monon Trail from SR 32 to 181st)
Design – 90%
Construction will begin as early as September this year and as late as next spring
- **Monon Trail Phase 5** –(Bridge over SR 32)
Design – 30%
Construction will begin late 2017
- **Midland Trace Trail Phase 4**
Design- Complete
Construction will begin when both parcels are cleared



A decorative swirl graphic in a light blue color, located in the upper right corner of the slide.

Parks bring the **community** of Westfield
together

A decorative border at the bottom of the slide consisting of a row of green grass blades on a green background.

Parks Update

2014
Year in
Review

Simon Park - April

- New "Smart" Playground
- Designed for ages 5-12

Trails Lighting Plan

- Designed by Tillet Lighting Company
- Plan finished by May

Regional Detention

- Demolition of structures will occur in March and April

**allowing for stream repair and Mill Street Project*



A decorative swirl graphic in a lighter blue shade, located in the upper right corner of the image.

The Grand Junction Park and Plaza

brings the **community** of Westfield **together**

A horizontal border of green grass blades at the bottom of the image.

Grand Junction Park and Plaza Update

Schematic Design Completed

Next Steps:

Land Acquisitions- completed this summer

Design Development- **pending funding*

Construction Documents- **pending funding*





Parks and Recreation

