

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_02_11_2013

Monday, February 11, 2013 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, February 11, 2013 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation

Opening of Meeting:

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Approval of City Council minutes of January 14, 2013 (regular meeting)

Documents: [Minutes- 1/14/13](#)

Guests:

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

Council Response to Guest Comments

Claims:

Approval of Claims

Documents: [Claims](#)

Miscellaneous Business/Special Recognition:

Update on Grand Junction Plaza/Park Project

Documents: [Schematic Design](#) | [Grand Junction Park Land Acquisition](#)

Old Business:

Resolution 13-104: Fiscal Plan for Bridgewater, Parcel G 100% Voluntary Annexation

Council Introduction: January 14, 2013

Adoption Consideration: February 11, 2013

Documents: [Res. 13-104](#)

Ordinance 13-05: Bridgewater, Parcel G 100% Voluntary Annexation

Council Introduction: January 14, 2013

Public Hearing: January 14, 2013

Adoption Consideration: February 11, 2013

Documents: [Ord. 13-05](#) | [Map](#)

Ordinance 12-24: Towne West PUD

Council Introduction- August 13, 2012

APC Public Hearing- September 4, 2012

APC Recommendation- February 4, 2013

Adoption Consideration- February 11, 2013

Documents: [Ord. 12-24](#) | [Staff Report](#) | [Concept Plan](#)

Ordinance 13-11: Amendment to Viking Meadows PUD

Council Introduction- October 8, 2012

APC Public Hearing- January 22, 2013

APC Recommendation- February 4, 2013

Adoption Consideration- February 11, 2013

Documents: [Ord. 13-11](#) | [Staff Report](#) | [Concept Plan](#)

Ordinance 13-03: Amendment to Bridgewater PUD for Bridgewater Marketplace-Christian Bros.

Council Introduction- December 10, 2012

APC Public Hearing- January 22, 2013

APC Recommendation- February 4, 2013

Adoption Consideration- February 11, 2013

Documents: [Ord. 13-03](#) | [Staff Report](#) | [Concept Plan](#) | [Building Interior and Exterior](#)

Ordinance 13-07: Board of Public Works & Safety Grant of Additional Jurisdiction (Discussion at Pre-Council meeting)

Council Introduction- January 14, 2013

Adoption Consideration- February 11, 2013

Documents: [Ord. 13-07](#)

New Business:

Ordinance 13-08: Amendment to Bridgewater PUD- Justus Apartments

Council Introduction- February 11, 2013

APC Public Hearing- March 4, 2013

APC Recommendation- March 18, 2013

Adoption Consideration- April 8, 2013

Documents: [Ord. 13-08](#) | [Site Location](#)

Modification of Commitments regarding Walnut Ridge Estates

Council Introduction- February 11, 2013

APC Public Hearing- March 4, 2013

APC Recommendation- March 18, 2013

Adoption Consideration- April 8, 2013

Documents: [Modification of Commitments regarding Walnut Ridge Estates](#) | [Proposed Home Elevations](#) | [Conceptual Landscaping Plan](#)

Amendment to Asset Purchase Agreement for the Wastewater & Water Utility

Adoption Consideration - February 11, 2013

Documents: [Amendment to Asset Purchase Agreement for the Wastewater & Water Utility](#)

Resolution 13-101: Transfer of Right of Way Property from City of Westfield, IN to Hamilton County, IN & State of Indiana

Adoption Consideration- February 11, 2013

Documents: [Res. 13-101](#)

Resolution 13-105: Approval of Plan Commission Order and Amending Declaratory Resolution 1-2013 of the Grand Junction Consolidated Economic Development Area

Adoption Consideration- February 11, 2013

Documents: [Res. 13-105](#) | [RDC Res. 1-2013 \(Reference Only\)](#) | [Maps of Properties](#)

City Council Comments

Mayor Comments

Adjourn

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

NELSON & FRANKENBERGER

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

JAMES J. NELSON
CHARLES D. FRANKENBERGER
JAMES E. SHINAVER
LAWRENCE J. KEMPER
JOHN B. FLATT
FREDRIC LAWRENCE

3105 EAST 98TH STREET, SUITE 170
INDIANAPOLIS, INDIANA 46280
PHONE: 317-844-0106
FACSIMILE: 317-846-8782

JANE B. MERRILL,
Of Counsel

JON C. DOBOSIEWICZ,
Land Use Professional

Date: February 1, 2013
To: Westfield City Council Members
From: Jon Dobosiewicz, Nelson & Frankenger
RE: Bridgewater Apartments (151st Street and Market Center Drive) –
Text Amendment

City Council Members,

Please find the following information included with this transmittal:

1. Cover letter to Kevin Todd dated February 1, 2013,
2. An application for Text Amendment,
3. A copy of the proposed Ordinance and exhibits thereto illustrating the standards of the text amendment,
4. An aerial map illustrating the area within the Bridgewater that is the subject of the text amendment, and
5. A narrative overview of the Bridgewater Apartments.

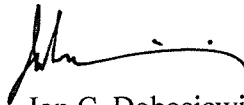
The applicant, Justus Companies, Inc. has filed the text amendment to amend and consolidate the provisions applicable to apartment development on the Real Estate as noted in Exhibit "A" to the proposed Ordinance.

We are filing at this time in order to be heard for introduction by the City Council on February 11th, TAC on February 19th, and the Plan Commission on March 4th and 18th. We anticipate then returning to the City Council for adoption consideration.

If you have any questions or need any additional information please contact me at 317-428-8393.

Very truly yours,

NELSON & FRANKENBERGER, P.C.



Jon C. Dobosiewicz

NELSON & FRANKENBERGER

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

JAMES J. NELSON
CHARLES D. FRANKENBERGER
JAMES E. SHINAVER
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INDIANAPOLIS, INDIANA 46280
PHONE: 317-844-0106
FACSIMILE: 317-846-8782

JANE B. MERRILL,
Of Counsel

JON C. DOBOSIEWICZ,
Land Use Professional

February 1, 2013

Kevin M. Todd, AICP
City of Westfield
2706 East 171st Street
Westfield, IN 46074

RE: Bridgewater Apartments (151st Street and Market Center Drive) - Text Amendment

Dear Kevin,

Please find enclosed the necessary application for a Text Amendment for the Bridgewater PUD (Ordinance 06-49). We are filing at this time in order to be heard for introduction by the City Council on February 11th, TAC on February 19th, and the Plan Commission on March 4th and 18th with an anticipated return to the City Council after that based on the review process.

Please find the following information enclosed:

1. Completed and signed Petition for Text Amendment with legal description,
2. Copy of the proposed Text Amendment ordinance,
3. Site Location Exhibit / Aerial Photograph, and
4. A narrative overview of the Bridgewater Apartments.

I will provide a check in the amount of the filing fee, and draft public notice next week after we determine specifics of the above items.

If you have any questions or need any additional information please contact me at 317-844-0106.

Very truly yours,

NELSON & FRANKENBERGER, P.C.



Jon C. Dobosiewicz

Date: _____

PETITION FOR TEXT AMENDMENT
TO PUD ORDINANCE NO. 06-49
THE BRIDGEWATER CLUB RESTATED AND CONSOLIDATED
PLANNED UNIT DEVELOPMENT DISTRICT

Name of Applicant: Justus at Bridgewater, LLC
Address: 1398 N. Shadeland Ave., Indianapolis, IN 46219
Phone No.: (317) 353-8311

Name of Representative: James E. Shinaver and Jon C. Dobosiewicz
Address: 3105 East 98th Street, Ste 170, Indianapolis, IN 46280
Phone No.: (317) 844-0106

Name of Property Owner: Throgmartin-Henke Development, LLP

Premises Affected: The Real Estate which is the subject of this application is on the south side of 151st Street west of Gray Road. The subject Real Estate is identified in the attached legal description and site location exhibit.

Metes and Bounds Description: See Exhibit "A"

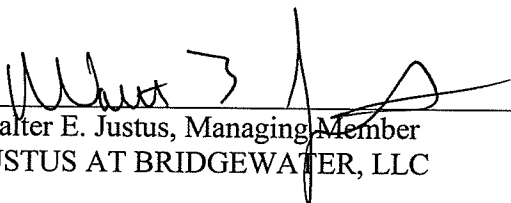
Plot Size: 23.06 acres, more or less

Fronting On: 151st Street

Nature and Size of Improvement Now Existing on Plot: Vacant Parcel within the Bridgewater PUD.

Present Zoning: Mixed Use PUD (Ordinance 06-49)

Explanation of Text Amendment: The Text Amendment will amend and consolidate the provisions applicable to apartment development on the Real Estate. See Exhibit "A" of the proposed Ordinance.



Walter E. Justus, Managing Member
JUSTUS AT BRIDGEWATER, LLC

EXHIBIT "A"

Page 1 of 2

(Legal Description)

Bridgewater Apartments

Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, said part being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence South 00 degree 46 minutes 18 seconds East along the East line thereof 1,249.14 feet; thence South 89 degrees 46 minutes 53 seconds West parallel with the South line of said Quarter Quarter Section 662.99 feet; to the POINT OF BEGINNING of this description; thence South 89 degrees 46 minutes 53 seconds West 299.25 feet; thence South 00 degrees 48 minutes 53 seconds East 72.86 feet; thence South 89 degrees 46 minutes 53 seconds West 662.94 feet; thence North 00 degrees 51 minutes 28 seconds West 1,284.31 feet; thence North 89 degrees 52 minutes 56 seconds East 510.85 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 07 minutes 04 seconds East 140.00 feet from said point; thence southeasterly along said curve 219.91 feet to the point of tangency of said curve, said point being North 89 degrees 52 minutes 56 seconds East 140.00 feet from the radius point of said curve; thence South 00 degrees 07 minutes 04 seconds East 73.50 feet; thence North 89 degrees 52 minutes 56 seconds East 35.17 feet; thence South 00 degrees 02 minutes 55 seconds East 140.60 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 57 minutes 05 seconds East 500.00 feet from said point; thence southerly along said curve 334.97 feet to the point of tangency of said curve, said point being South 51 degrees 34 minutes 01 seconds West 500.00 feet from the radius point of said curve; thence South 38 degrees 25 minutes 59 seconds East 205.99 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 51 degrees 34 minutes 01 seconds West 250.00 feet from said point; thence southerly along said curve 164.15 feet to the point of tangency of said curve, said point being North 89 degrees 11 minutes 14 seconds East 250.00 feet from the radius point of said curve; thence South 00 degrees 48 minutes 45 seconds East 231.39 feet to the place of beginning, containing 23.0606 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

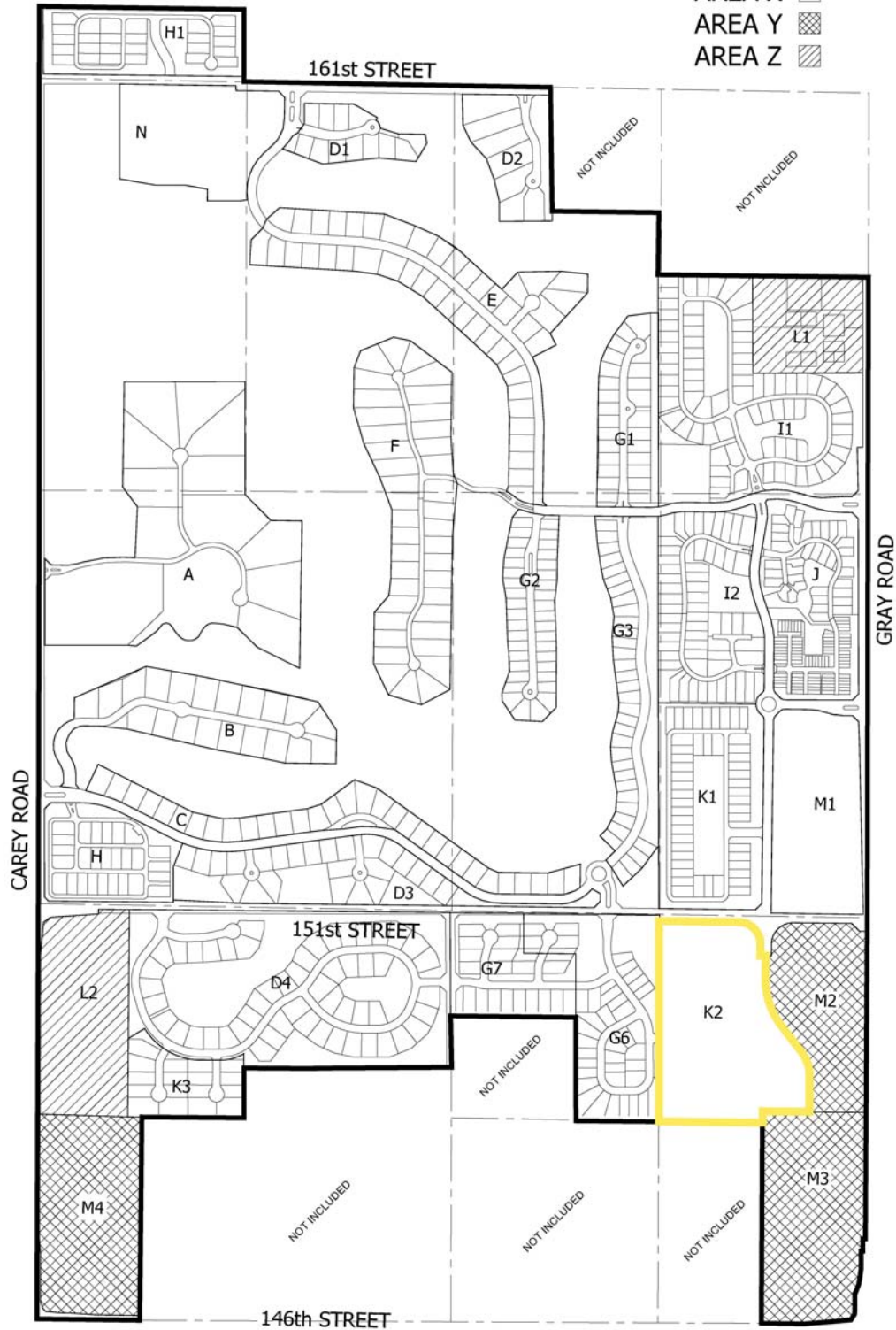
EXHIBIT "A"

Page 2 of 2

(Site Location Exhibit)

LEGEND

- AREA X 
- AREA Y 
- AREA Z 



ORDINANCE 13-__

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49, ORDINANCE 08-05, ORDINANCE 09-17, ORDINANCE 10-01, ORDINANCE 10-08, ORDINANCE 10-19, ORDINANCE 11-01, ORDINANCE 12-10, ORDINANCE 13-____ AND TITLE 16 - LAND USE CONTROLS

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Docket 13__-PUD-__), filed with the Commission requesting an amendment to Ordinance 06-49, enacted by the Town Council on October 9, 2006 , and amended by (i) Ordinance 08-05, enacted by the City Council on February 11, 2008 (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009; (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010; (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010; (v) Ordinance 10-08, enacted by the City Council on May 24, 2010; (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010; (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011; (viii) Ordinance 12-10, enacted by the City Council on April 9, 2012; and (viii) Ordinance 13-03, enacted by the City Council on _____, 2013 (collectively, the “Bridgewater PUD Ordinance”)

WHEREAS, on _____, 2013 the Commission took action to forward Docket Number 13__-PUD-__ to the Westfield City Council with a favorable recommendation in accordance with Ind. Code 36-7-4-608, as required by Ind. Code 36-7-4-1505;

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

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

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

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

SECTION 2. Upon motion duly made and seconded, this Ordinance 13-__ was fully passed by members of the Council this __ day of _____, 2013. Further, this Ordinance 13-__ shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict with this Ordinance 13-__ are hereby amended. To the extent that this Ordinance 13-__ conflicts with the terms of any previously-adopted ordinance or part thereof, the terms of this Ordinance 13-__ shall prevail.

[Rest of page is intentionally left blank]

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

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer

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

Signed

I hereby certify that ORDINANCE No. 13-__ was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE No. 13-__

This _____ day of _____, 2013.

I hereby VETO ORDINANCE No. 13-__

this _____ day of _____, 2013.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

Prepared by: James E. Shinaver and Jon C. Dobosiewicz, Nelson & Frankenger
3105 East 98th Street, Suite 170, Indianapolis, In. 46280, (317) 844-0106

EXHIBIT “A”

DEVELOPMENT STANDARDS FOR MULTI-FAMILY RESIDENTIAL USES. The below terms, conditions, and provisions shall apply to the use and development apartment dwellings on Parcel K2 of the Bridgewater PUD (Ordinance 06-49 as amended).

- A. Minimum lot area: Not applicable.
- B. Minimum lot frontage on road: Not applicable.
- C. Maximum number of Apartments:
 - 1. Two-hundred and forty (240) dwellings.
- D. Minimum Open/Green Space Area: Twenty percent (20%).
- E. Minimum distance between buildings: Twenty (20) feet.
- F. Building Setbacks (minimum):
 - 1. Sixty (60) foot front yard along External Streets (151st Street).
 - 2. Five (5) foot front yard along Market Center Drive.
 - 3. Thirty (30) foot rear yard along the south perimeter of the Real Estate. The minimum setback shall be twenty (20) feet where the Parcel K2 abuts Area “Y”.
 - 4. Sixty (60) foot side yard along the west perimeter of the Real Estate.
- G. Maximum building height: Forty (40) feet.
- H. Minimum Square footage per dwelling unit: Seven Hundred (700) square feet.
- I. Architectural Standards and Building Materials:
 - 1. Building Elevations:
 - a. Building Elevations must generally conform with the exhibits contained in the architectural character illustrations are included in Exhibit “C” of this Ordinance.
 - b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include, but are not limited to, windows, window placement, trim detailing, and exterior wall materials.
 - c. Aluminum and vinyl siding are prohibited, but metal garage doors and vinyl clad windows and soffits shall be permitted. Permitted materials

include EIFS, synthetic stucco, cultured stone, brick, stone, wood, and concrete fiber siding.

- d. Brick or stone shall be used on all elevations of each building as appropriate to the building architectural style.
 - e. All structures shall utilize a minimum of two (2) exterior building materials (excluding window, door, and roofing materials) per elevation. Examples of materials: Brick, stone, concrete fiber siding.
 - f. All structures shall utilize a minimum of three (3) exterior building material styles per elevation. Examples: Brick, stone and horizontal fiber cement siding, and/or shake style concrete fiber siding.
2. Windows: All windows shall have either shutters and/or architectural treatment. For windows in brick façade, the treatment shall be of natural or masonry materials and be applied to the sill at a minimum. For windows in a non-brick façade, the windows shall be trimmed to match the building style. The width of the architectural treatment shall be a minimum of 3½” reveal dimension of the base siding material.
3. Roof Pitch: Roof form and pitch design will include, where appropriate, varied pitches and ridge levels.

J. Parking:

- 1. Two (2) parking spaces per dwelling are required. Tandem Parking Spaces adjacent to individual garages shall meet this requirement provided that both the garage and tandem space are dedicated to the same tenant.
- 2. All off-street parking shall be in rear or side yards.

K. Required Amenities: The following Amenities will be distributed throughout the Real Estate, for use by residents of the Real Estate:

- 1. Clubhouse including indoor resident amenities.
- 2. Swimming Pool.
- 3. Integrated trail and sidewalk system.
- 4. All amenities will be constructed as part of first phase of construction. The timing for the completion of the trails and sidewalks will be in phases as the development is completed.

L. Site Landscaping Requirements:

1. Trash Facilities: Trash dumpster or compactor locations shall be screened with a minimum six (6) foot opaque fence or wall constructed of the same permitted exterior materials permitted on buildings.
2. Detention/Retention Basins and Ponds: Basins and ponds shall be landscaped with shade trees, ornamental trees, evergreens, shrubbery, hedges, and/or other plant material at the election of the owner of the Real Estate.
3. On-Site Standards: The minimum numbers of shade trees, evergreen trees, ornamental trees, and shrubs set forth in On-Site Table of Exhibit 18 shall not apply to the development of apartments on the Real Estate.
4. Building Base Landscaping Requirements:
 - a. A minimum of one-half (0.5) trees, and two (2) shrubs shall be planted around each building per the number of dwellings in each building.
 - b. The clubhouse shall require one (1) tree and five (5) shrubs for every thirty (30) feet not obstructed by walkways, patios, and/or pool deck area.
 - c. A mulched area a minimum of two (2) feet in width will be provided along 100% of the building façade where not obstructed by walkways, patios and/or driveways.
 - d. Perennial plants and ground cover may be planted in addition to the above noted required plantings.
5. Road Frontage/Street Trees:
 - a. External Streets: See Buffer Yards below.
 - b. Internal Streets (Market Center Drive): A minimum of one (1) shade tree per (30) linear feet of frontage.
6. Buffer Yards:
 - a. Buffer Yards shall be required in areas adjacent to (i) External Streets (151st Street), (ii) the south perimeter of the Real Estate, (iii) the west perimeter of the Real Estate, and (iv) is not required along internal streets (Market Center Drive).
 - b. Minimum width of Buffer Yards shall be as follows:
 - i. The External Street (151st Street) Buffer Yard shall be a minimum of fifty (50) feet.
 - ii. The south perimeter Buffer Yard shall be a minimum of twenty (20) feet in width.

iii. The west perimeter Buffer Yard shall be a minimum of twenty (20) feet in width.

- c. The Buffer yard along 151st Street shall be landscaped using a combination of berms, landscaping, brick or stone masonry, and ornamental metal picket fencing. Berming shall be at least four (4) feet in height. At least seven (7) evergreen trees per one-hundred (100) linear feet and two (2) shade trees per (100) linear feet shall be planted. Ornamental trees may be substituted, one (1) for (1), for evergreen trees, provided at least sixty percent (60%) of the trees used are evergreen trees. Brick or stone masonry columns and ornamental metal picket fencing may also be used provided they do not exceed eight (8) feet in height.
- d. Within the south and west Buffer Yards, at least one (1) evergreen tree per thirty (30) linear feet and five (5) evergreen shrubs per thirty (30) linear feet shall be planted. Shade Trees may be substituted for evergreen trees at a one-to-one (1:1) basis (shade:evergreen). Evergreen trees and shrubs may be substituted for one another on a one-to-three (1:3) basis (tree:shrub). Where there exist conflicts between Buffer Yards and overhead power transmission line easements the planting standard shall be five (5) shade or evergreen trees per one hundred (100) linear feet permitting a substitution as noted above for shrubs.

7. Interior Parking Lot Landscaping:

- a. Area Required: A portion of vehicular use areas shall be maintained as landscaped area. The minimum amount of interior parking lot area that must be landscaped shall be five (5) percent.
- b. Parking Lot Islands:
- i. Interior landscaped areas shall be curbed in a manner that restricts vehicles from driving over landscaped areas.
- ii. Parking lot islands shall include at least one (1) tree and four (4) shrubs per parking lot island. One hundred (100) percent of every parking island shall be covered with permitted groundcover material to achieve complete coverage.

8. Perimeter Parking Lot Landscaping:

- a. Perimeter landscaping is only required for parking areas within twenty (20) feet of the perimeter of the Real Estate or within the block occupied by the clubhouse for those spaces that serve the clubhouse.

- b. Perimeter parking lot landscape areas shall be at least five (5) feet wide and shall extend along the perimeter of parking lots. Plantings should be grouped in an aesthetically pleasing manner.
- c. There shall be one tree per thirty (30) linear feet of parking lot length. Trees may be clustered.
- d. There shall be one shrub per three (3) feet of parking lot length. Shrubs may be clustered.

EXHIBIT "B"

Page 1 of 2

(Legal Description)

Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, said part being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence South 00 degree 46 minutes 18 seconds East along the East line thereof 1,249.14 feet; thence South 89 degrees 46 minutes 53 seconds West parallel with the South line of said Quarter Quarter Section 662.99 feet; to the POINT OF BEGINNING of this description; thence South 89 degrees 46 minutes 53 seconds West 299.25 feet; thence South 00 degrees 48 minutes 53 seconds East 72.86 feet; thence South 89 degrees 46 minutes 53 seconds West 662.94 feet; thence North 00 degrees 51 minutes 28 seconds West 1,284.31 feet; thence North 89 degrees 52 minutes 56 seconds East 510.85 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 07 minutes 04 seconds East 140.00 feet from said point; thence southeasterly along said curve 219.91 feet to the point of tangency of said curve, said point being North 89 degrees 52 minutes 56 seconds East 140.00 feet from the radius point of said curve; thence South 00 degrees 07 minutes 04 seconds East 73.50 feet; thence North 89 degrees 52 minutes 56 seconds East 35.17 feet; thence South 00 degrees 02 minutes 55 seconds East 140.60 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 57 minutes 05 seconds East 500.00 feet from said point; thence southerly along said curve 334.97 feet to the point of tangency of said curve, said point being South 51 degrees 34 minutes 01 seconds West 500.00 feet from the radius point of said curve; thence South 38 degrees 25 minutes 59 seconds East 205.99 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 51 degrees 34 minutes 01 seconds West 250.00 feet from said point; thence southerly along said curve 164.15 feet to the point of tangency of said curve, said point being North 89 degrees 11 minutes 14 seconds East 250.00 feet from the radius point of said curve; thence South 00 degrees 48 minutes 45 seconds East 231.39 feet to the place of beginning, containing 23.0606 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

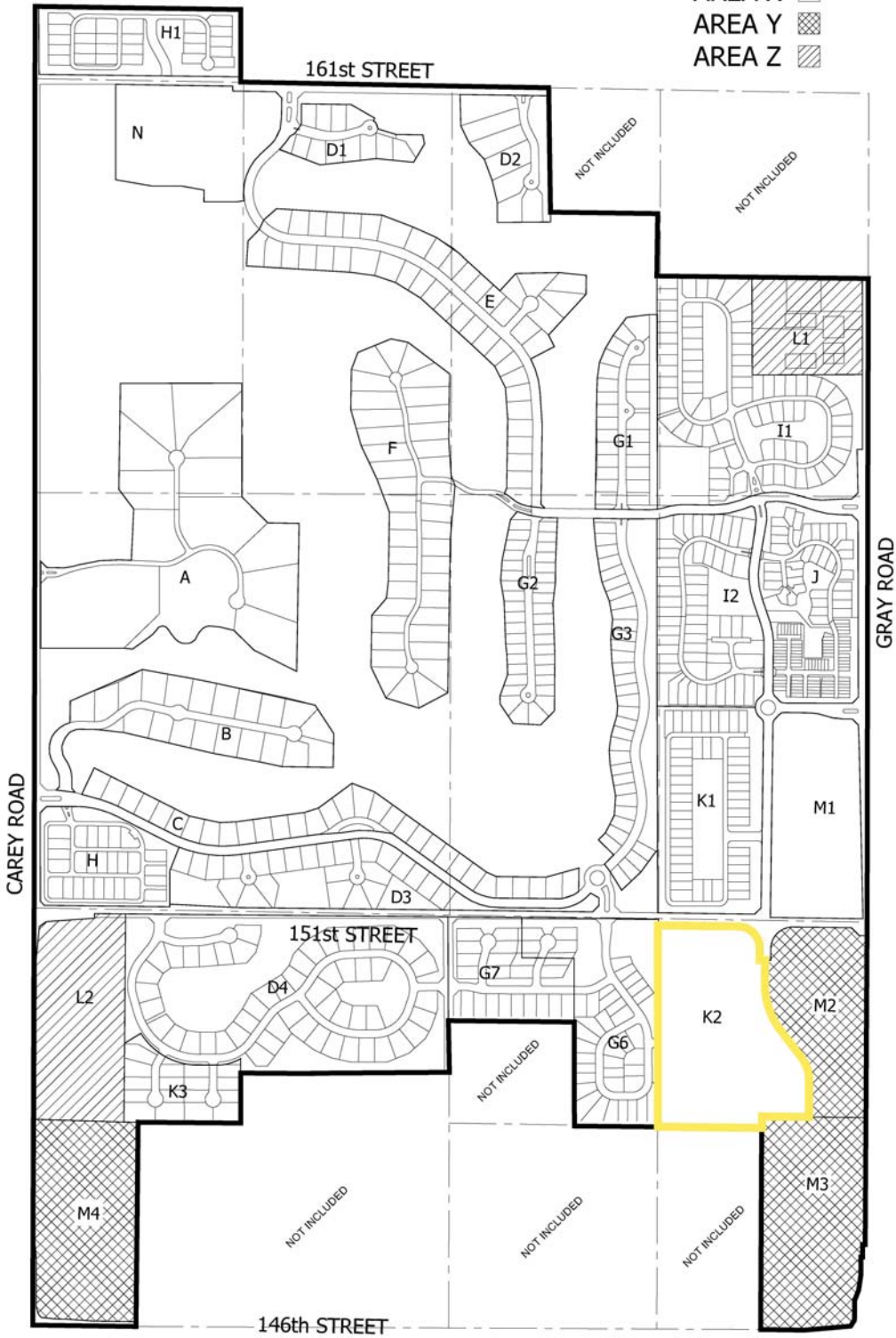
EXHIBIT “B”

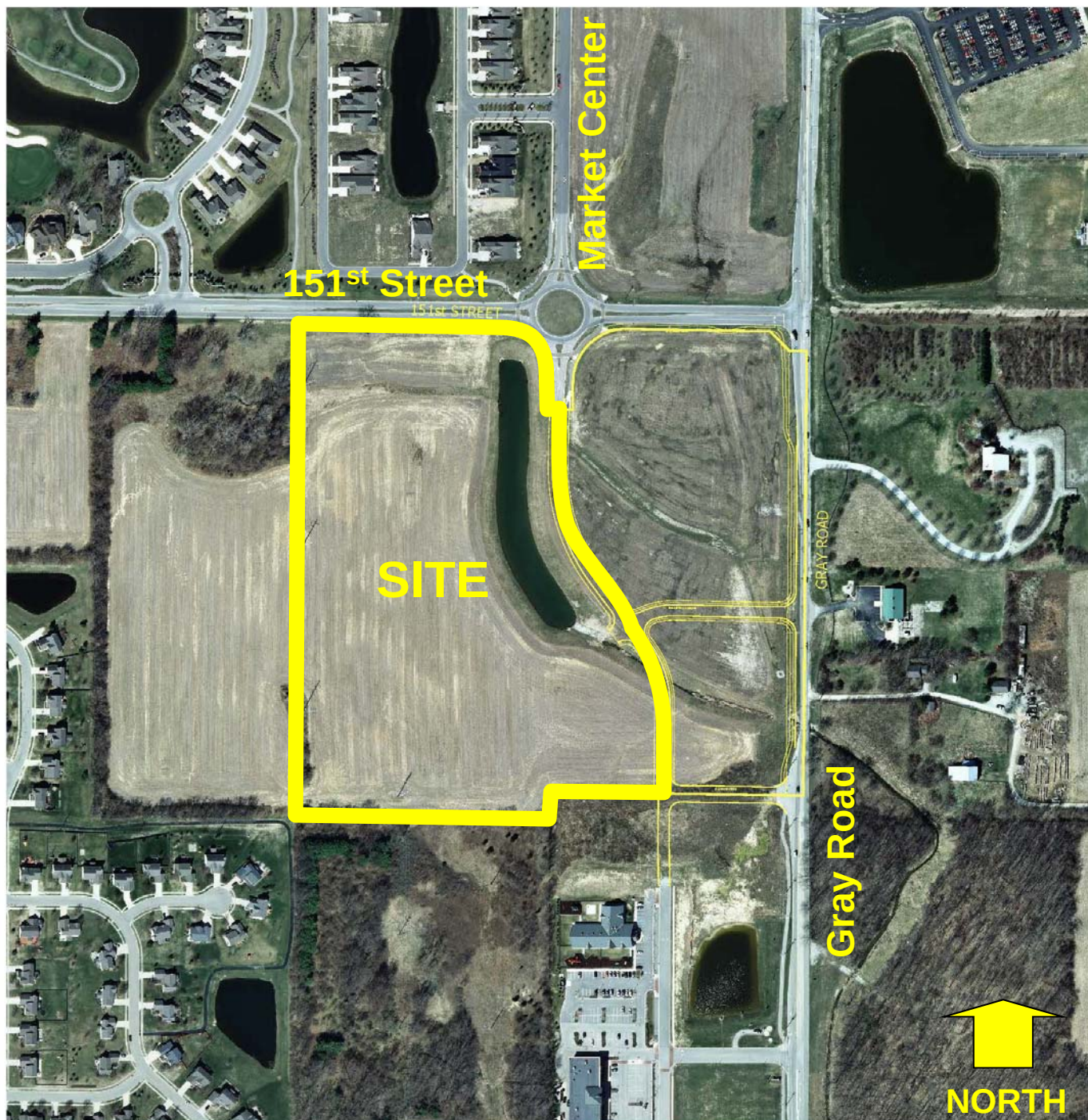
Page 2 of 2

(Legal Description)

LEGEND

- AREA X 
- AREA Y 
- AREA Z 





Bridgewater Apartments
Site Location Map / Aerial Photograph

Bridgewater Apartments

Narrative Overview

The Justus Companies, Inc. is proud to announce plans for Bridgewater Apartments. This brand new “Class A” urban apartment community will be built on a 24 acre parcel located near 151st and Gray Road, in Westfield, Indiana. Developed in cooperation with the City of Westfield as part of the Bridgewater Club PUD (Planned Unit Development) multi-family phase, Bridgewater Apartments is being carefully designed to compliment the aesthetics of the surrounding residential and commercial properties.

The 240 luxury apartment homes at Bridgewater will be comprised of the following:

- 84 One Bedroom Homes, from 760 sq. ft. to 921 sq. ft.
- 136 Two Bedroom Homes, from 1109 sq. ft. to 1169 sq. ft.
- 20 Three Bedroom Homes at 1365 sq. ft.
- A selection of fully ADA accessible apartment homes

Just as Bridgewater’s luxury homes offer designer-planned features for beauty, ease and convenience; the apartment homes at Bridgewater will be well appointed with top of the line appliances, granite and granite-look countertops, luxurious soaking tubs, designer fixtures and high-end floor coverings. 124 of the apartment homes in Bridgewater will also include an attached or adjacent garage for the convenience of residents.

The trained management professionals of Justus Rental Properties, Inc. (JRPI) will be on hand to extend concierge-level services to Bridgewater Apartment residents, including 24 hour worry-free emergency residential maintenance.

Bridgewater Apartments will feature extensive walking paths, a golf cart path, and a beautifully designed central amenity centre conducive to optimum social engagement. The Bridgewater Apartment amenity centre (clubhouse) will offer the following:

- 5800 sq. ft. of social space
- Masterful landscaping with soothing water feature
- Welcoming lobby with timber-framed loft and stone fireplace
- Gathering areas, including expansive kitchen, entertainment space and conference center
- Health Club facility, offering 24/7 controlled access and state-of-the-art technology and exercise equipment
- 2000 sq. ft. pool with relaxation spa
- Stamped concrete deck, with outdoor kitchen and fireplace
- JRPI administrative offices and maintenance team office with controlled equipment storage

Because Bridgewater Apartments is being built by the Justus Companies, Inc., residents are assured they are getting the absolute best value, including exceptional features and amenities, an eco-friendly footprint, and a level of quality craftsmanship born from more than 100 years of experience in the construction and development industry.

Date: _____

PETITION FOR TEXT AMENDMENT
TO PUD ORDINANCE NO. 06-49
THE BRIDGEWATER CLUB RESTATED AND CONSOLIDATED
PLANNED UNIT DEVELOPMENT DISTRICT

Name of Applicant: Justus at Bridgewater, LLC
Address: 1398 N. Shadeland Ave., Indianapolis, IN 46219
Phone No.: (317) 353-8311

Name of Representative: James E. Shinaver and Jon C. Dobosiewicz
Address: 3105 East 98th Street, Ste 170, Indianapolis, IN 46280
Phone No.: (317) 844-0106

Name of Property Owner: Throgmartin-Henke Development, LLP

Premises Affected: The Real Estate which is the subject of this application is on the south side of 151st Street west of Gray Road. The subject Real Estate is identified in the attached legal description and site location exhibit.

Metes and Bounds Description: See Exhibit "A"

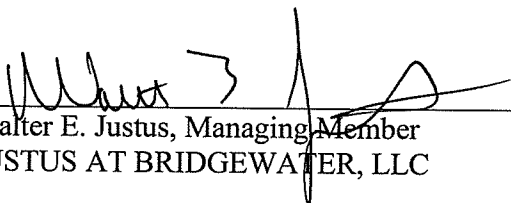
Plot Size: 23.06 acres, more or less

Fronting On: 151st Street

Nature and Size of Improvement Now Existing on Plot: Vacant Parcel within the Bridgewater PUD.

Present Zoning: Mixed Use PUD (Ordinance 06-49)

Explanation of Text Amendment: The Text Amendment will amend and consolidate the provisions applicable to apartment development on the Real Estate. See Exhibit "A" of the proposed Ordinance.



Walter E. Justus, Managing Member
JUSTUS AT BRIDGEWATER, LLC

EXHIBIT "A"

Page 1 of 2

(Legal Description)

Bridgewater Apartments

Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, said part being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence South 00 degree 46 minutes 18 seconds East along the East line thereof 1,249.14 feet; thence South 89 degrees 46 minutes 53 seconds West parallel with the South line of said Quarter Quarter Section 662.99 feet; to the POINT OF BEGINNING of this description; thence South 89 degrees 46 minutes 53 seconds West 299.25 feet; thence South 00 degrees 48 minutes 53 seconds East 72.86 feet; thence South 89 degrees 46 minutes 53 seconds West 662.94 feet; thence North 00 degrees 51 minutes 28 seconds West 1,284.31 feet; thence North 89 degrees 52 minutes 56 seconds East 510.85 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 07 minutes 04 seconds East 140.00 feet from said point; thence southeasterly along said curve 219.91 feet to the point of tangency of said curve, said point being North 89 degrees 52 minutes 56 seconds East 140.00 feet from the radius point of said curve; thence South 00 degrees 07 minutes 04 seconds East 73.50 feet; thence North 89 degrees 52 minutes 56 seconds East 35.17 feet; thence South 00 degrees 02 minutes 55 seconds East 140.60 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 57 minutes 05 seconds East 500.00 feet from said point; thence southerly along said curve 334.97 feet to the point of tangency of said curve, said point being South 51 degrees 34 minutes 01 seconds West 500.00 feet from the radius point of said curve; thence South 38 degrees 25 minutes 59 seconds East 205.99 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 51 degrees 34 minutes 01 seconds West 250.00 feet from said point; thence southerly along said curve 164.15 feet to the point of tangency of said curve, said point being North 89 degrees 11 minutes 14 seconds East 250.00 feet from the radius point of said curve; thence South 00 degrees 48 minutes 45 seconds East 231.39 feet to the place of beginning, containing 23.0606 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

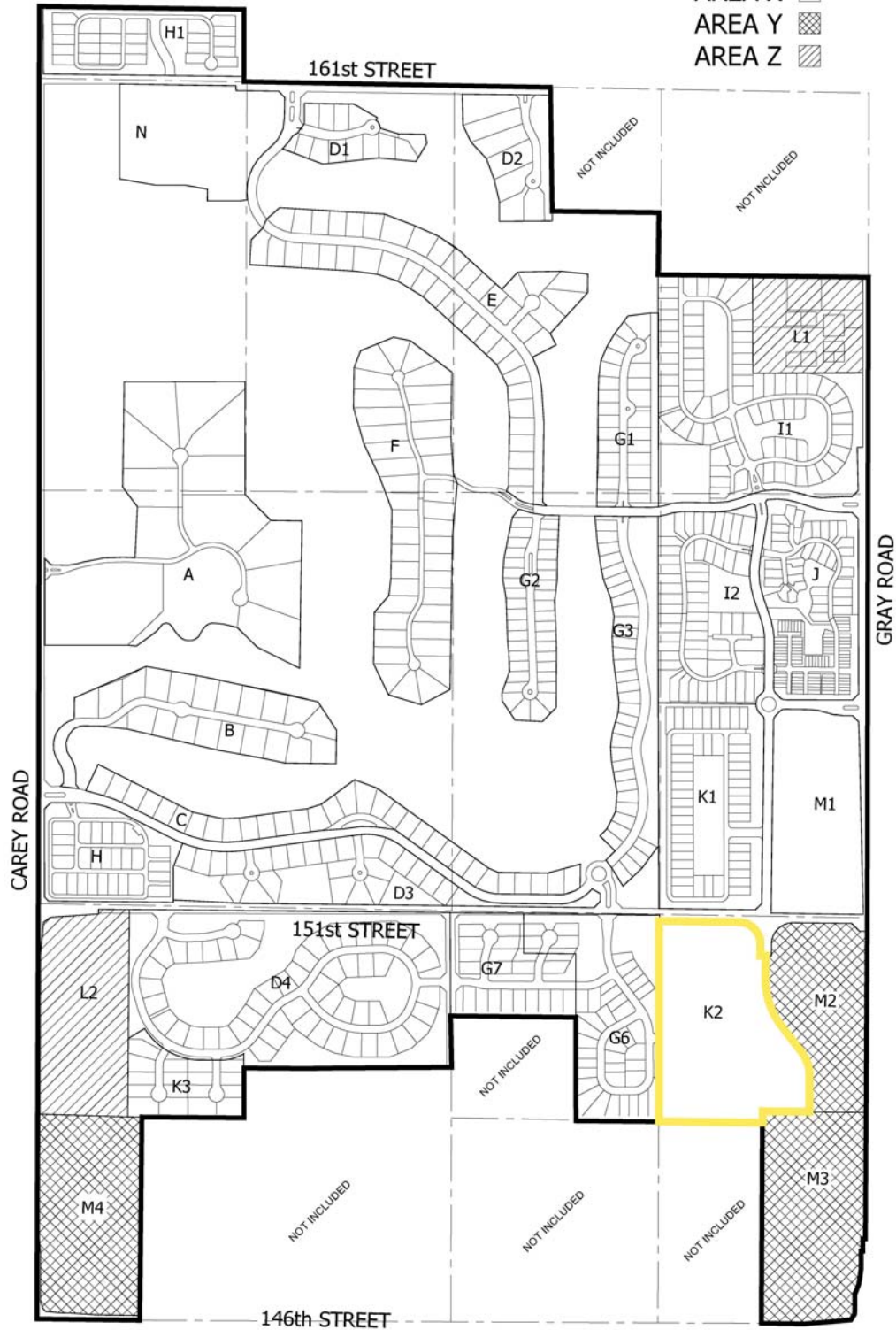
EXHIBIT "A"

Page 2 of 2

(Site Location Exhibit)

LEGEND

- AREA X 
- AREA Y 
- AREA Z 



ORDINANCE 13-__

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49, ORDINANCE 08-05, ORDINANCE 09-17, ORDINANCE 10-01, ORDINANCE 10-08, ORDINANCE 10-19, ORDINANCE 11-01, ORDINANCE 12-10, ORDINANCE 13-____ AND TITLE 16 - LAND USE CONTROLS

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Docket 13__-PUD-__), filed with the Commission requesting an amendment to Ordinance 06-49, enacted by the Town Council on October 9, 2006 , and amended by (i) Ordinance 08-05, enacted by the City Council on February 11, 2008 (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009; (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010; (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010; (v) Ordinance 10-08, enacted by the City Council on May 24, 2010; (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010; (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011; (viii) Ordinance 12-10, enacted by the City Council on April 9, 2012; and (viii) Ordinance 13-03, enacted by the City Council on _____, 2013 (collectively, the "Bridgewater PUD Ordinance")

WHEREAS, on _____, 2013 the Commission took action to forward Docket Number 13__-PUD-__ to the Westfield City Council with a favorable recommendation in accordance with Ind. Code 36-7-4-608, as required by Ind. Code 36-7-4-1505;

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

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

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

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

SECTION 2. Upon motion duly made and seconded, this Ordinance 13-__ was fully passed by members of the Council this __ day of _____, 2013. Further, this Ordinance 13-__ shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict with this Ordinance 13-__ are hereby amended. To the extent that this Ordinance 13-__ conflicts with the terms of any previously-adopted ordinance or part thereof, the terms of this Ordinance 13-__ shall prevail.

[Rest of page is intentionally left blank]

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

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer

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

Signed

I hereby certify that ORDINANCE No. 13-__ was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE No. 13-__

This _____ day of _____, 2013.

I hereby VETO ORDINANCE No. 13-__

this _____ day of _____, 2013.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

Prepared by: James E. Shinaver and Jon C. Dobosiewicz, Nelson & Frankenger
3105 East 98th Street, Suite 170, Indianapolis, In. 46280, (317) 844-0106

EXHIBIT “A”

DEVELOPMENT STANDARDS FOR MULTI-FAMILY RESIDENTIAL USES. The below terms, conditions, and provisions shall apply to the use and development apartment dwellings on Parcel K2 of the Bridgewater PUD (Ordinance 06-49 as amended).

- A. Minimum lot area: Not applicable.
- B. Minimum lot frontage on road: Not applicable.
- C. Maximum number of Apartments:
 - 1. Two-hundred and forty (240) dwellings.
- D. Minimum Open/Green Space Area: Twenty percent (20%).
- E. Minimum distance between buildings: Twenty (20) feet.
- F. Building Setbacks (minimum):
 - 1. Sixty (60) foot front yard along External Streets (151st Street).
 - 2. Five (5) foot front yard along Market Center Drive.
 - 3. Thirty (30) foot rear yard along the south perimeter of the Real Estate. The minimum setback shall be twenty (20) feet where the Parcel K2 abuts Area “Y”.
 - 4. Sixty (60) foot side yard along the west perimeter of the Real Estate.
- G. Maximum building height: Forty (40) feet.
- H. Minimum Square footage per dwelling unit: Seven Hundred (700) square feet.
- I. Architectural Standards and Building Materials:
 - 1. Building Elevations:
 - a. Building Elevations must generally conform with the exhibits contained in the architectural character illustrations are included in Exhibit “C” of this Ordinance.
 - b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include, but are not limited to, windows, window placement, trim detailing, and exterior wall materials.
 - c. Aluminum and vinyl siding are prohibited, but metal garage doors and vinyl clad windows and soffits shall be permitted. Permitted materials

include EIFS, synthetic stucco, cultured stone, brick, stone, wood, and concrete fiber siding.

- d. Brick or stone shall be used on all elevations of each building as appropriate to the building architectural style.
 - e. All structures shall utilize a minimum of two (2) exterior building materials (excluding window, door, and roofing materials) per elevation. Examples of materials: Brick, stone, concrete fiber siding.
 - f. All structures shall utilize a minimum of three (3) exterior building material styles per elevation. Examples: Brick, stone and horizontal fiber cement siding, and/or shake style concrete fiber siding.
2. Windows: All windows shall have either shutters and/or architectural treatment. For windows in brick façade, the treatment shall be of natural or masonry materials and be applied to the sill at a minimum. For windows in a non-brick façade, the windows shall be trimmed to match the building style. The width of the architectural treatment shall be a minimum of 3½” reveal dimension of the base siding material.
3. Roof Pitch: Roof form and pitch design will include, where appropriate, varied pitches and ridge levels.

J. Parking:

- 1. Two (2) parking spaces per dwelling are required. Tandem Parking Spaces adjacent to individual garages shall meet this requirement provided that both the garage and tandem space are dedicated to the same tenant.
- 2. All off-street parking shall be in rear or side yards.

K. Required Amenities: The following Amenities will be distributed throughout the Real Estate, for use by residents of the Real Estate:

- 1. Clubhouse including indoor resident amenities.
- 2. Swimming Pool.
- 3. Integrated trail and sidewalk system.
- 4. All amenities will be constructed as part of first phase of construction. The timing for the completion of the trails and sidewalks will be in phases as the development is completed.

L. Site Landscaping Requirements:

1. Trash Facilities: Trash dumpster or compactor locations shall be screened with a minimum six (6) foot opaque fence or wall constructed of the same permitted exterior materials permitted on buildings.
2. Detention/Retention Basins and Ponds: Basins and ponds shall be landscaped with shade trees, ornamental trees, evergreens, shrubbery, hedges, and/or other plant material at the election of the owner of the Real Estate.
3. On-Site Standards: The minimum numbers of shade trees, evergreen trees, ornamental trees, and shrubs set forth in On-Site Table of Exhibit 18 shall not apply to the development of apartments on the Real Estate.
4. Building Base Landscaping Requirements:
 - a. A minimum of one-half (0.5) trees, and two (2) shrubs shall be planted around each building per the number of dwellings in each building.
 - b. The clubhouse shall require one (1) tree and five (5) shrubs for every thirty (30) feet not obstructed by walkways, patios, and/or pool deck area.
 - c. A mulched area a minimum of two (2) feet in width will be provided along 100% of the building façade where not obstructed by walkways, patios and/or driveways.
 - d. Perennial plants and ground cover may be planted in addition to the above noted required plantings.
5. Road Frontage/Street Trees:
 - a. External Streets: See Buffer Yards below.
 - b. Internal Streets (Market Center Drive): A minimum of one (1) shade tree per (30) linear feet of frontage.
6. Buffer Yards:
 - a. Buffer Yards shall be required in areas adjacent to (i) External Streets (151st Street), (ii) the south perimeter of the Real Estate, (iii) the west perimeter of the Real Estate, and (iv) is not required along internal streets (Market Center Drive).
 - b. Minimum width of Buffer Yards shall be as follows:
 - i. The External Street (151st Street) Buffer Yard shall be a minimum of fifty (50) feet.
 - ii. The south perimeter Buffer Yard shall be a minimum of twenty (20) feet in width.

iii. The west perimeter Buffer Yard shall be a minimum of twenty (20) feet in width.

- c. The Buffer yard along 151st Street shall be landscaped using a combination of berms, landscaping, brick or stone masonry, and ornamental metal picket fencing. Berming shall be at least four (4) feet in height. At least seven (7) evergreen trees per one-hundred (100) linear feet and two (2) shade trees per (100) linear feet shall be planted. Ornamental trees may be substituted, one (1) for (1), for evergreen trees, provided at least sixty percent (60%) of the trees used are evergreen trees. Brick or stone masonry columns and ornamental metal picket fencing may also be used provided they do not exceed eight (8) feet in height.
- d. Within the south and west Buffer Yards, at least one (1) evergreen tree per thirty (30) linear feet and five (5) evergreen shrubs per thirty (30) linear feet shall be planted. Shade Trees may be substituted for evergreen trees at a one-to-one (1:1) basis (shade:evergreen). Evergreen trees and shrubs may be substituted for one another on a one-to-three (1:3) basis (tree:shrub). Where there exist conflicts between Buffer Yards and overhead power transmission line easements the planting standard shall be five (5) shade or evergreen trees per one hundred (100) linear feet permitting a substitution as noted above for shrubs.

7. Interior Parking Lot Landscaping:

- a. Area Required: A portion of vehicular use areas shall be maintained as landscaped area. The minimum amount of interior parking lot area that must be landscaped shall be five (5) percent.
- b. Parking Lot Islands:
- i. Interior landscaped areas shall be curbed in a manner that restricts vehicles from driving over landscaped areas.
- ii. Parking lot islands shall include at least one (1) tree and four (4) shrubs per parking lot island. One hundred (100) percent of every parking island shall be covered with permitted groundcover material to achieve complete coverage.

8. Perimeter Parking Lot Landscaping:

- a. Perimeter landscaping is only required for parking areas within twenty (20) feet of the perimeter of the Real Estate or within the block occupied by the clubhouse for those spaces that serve the clubhouse.

- b. Perimeter parking lot landscape areas shall be at least five (5) feet wide and shall extend along the perimeter of parking lots. Plantings should be grouped in an aesthetically pleasing manner.
- c. There shall be one tree per thirty (30) linear feet of parking lot length. Trees may be clustered.
- d. There shall be one shrub per three (3) feet of parking lot length. Shrubs may be clustered.

EXHIBIT "B"

Page 1 of 2

(Legal Description)

Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, said part being more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence South 00 degree 46 minutes 18 seconds East along the East line thereof 1,249.14 feet; thence South 89 degrees 46 minutes 53 seconds West parallel with the South line of said Quarter Quarter Section 662.99 feet; to the POINT OF BEGINNING of this description; thence South 89 degrees 46 minutes 53 seconds West 299.25 feet; thence South 00 degrees 48 minutes 53 seconds East 72.86 feet; thence South 89 degrees 46 minutes 53 seconds West 662.94 feet; thence North 00 degrees 51 minutes 28 seconds West 1,284.31 feet; thence North 89 degrees 52 minutes 56 seconds East 510.85 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 07 minutes 04 seconds East 140.00 feet from said point; thence southeasterly along said curve 219.91 feet to the point of tangency of said curve, said point being North 89 degrees 52 minutes 56 seconds East 140.00 feet from the radius point of said curve; thence South 00 degrees 07 minutes 04 seconds East 73.50 feet; thence North 89 degrees 52 minutes 56 seconds East 35.17 feet; thence South 00 degrees 02 minutes 55 seconds East 140.60 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 57 minutes 05 seconds East 500.00 feet from said point; thence southerly along said curve 334.97 feet to the point of tangency of said curve, said point being South 51 degrees 34 minutes 01 seconds West 500.00 feet from the radius point of said curve; thence South 38 degrees 25 minutes 59 seconds East 205.99 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 51 degrees 34 minutes 01 seconds West 250.00 feet from said point; thence southerly along said curve 164.15 feet to the point of tangency of said curve, said point being North 89 degrees 11 minutes 14 seconds East 250.00 feet from the radius point of said curve; thence South 00 degrees 48 minutes 45 seconds East 231.39 feet to the place of beginning, containing 23.0606 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

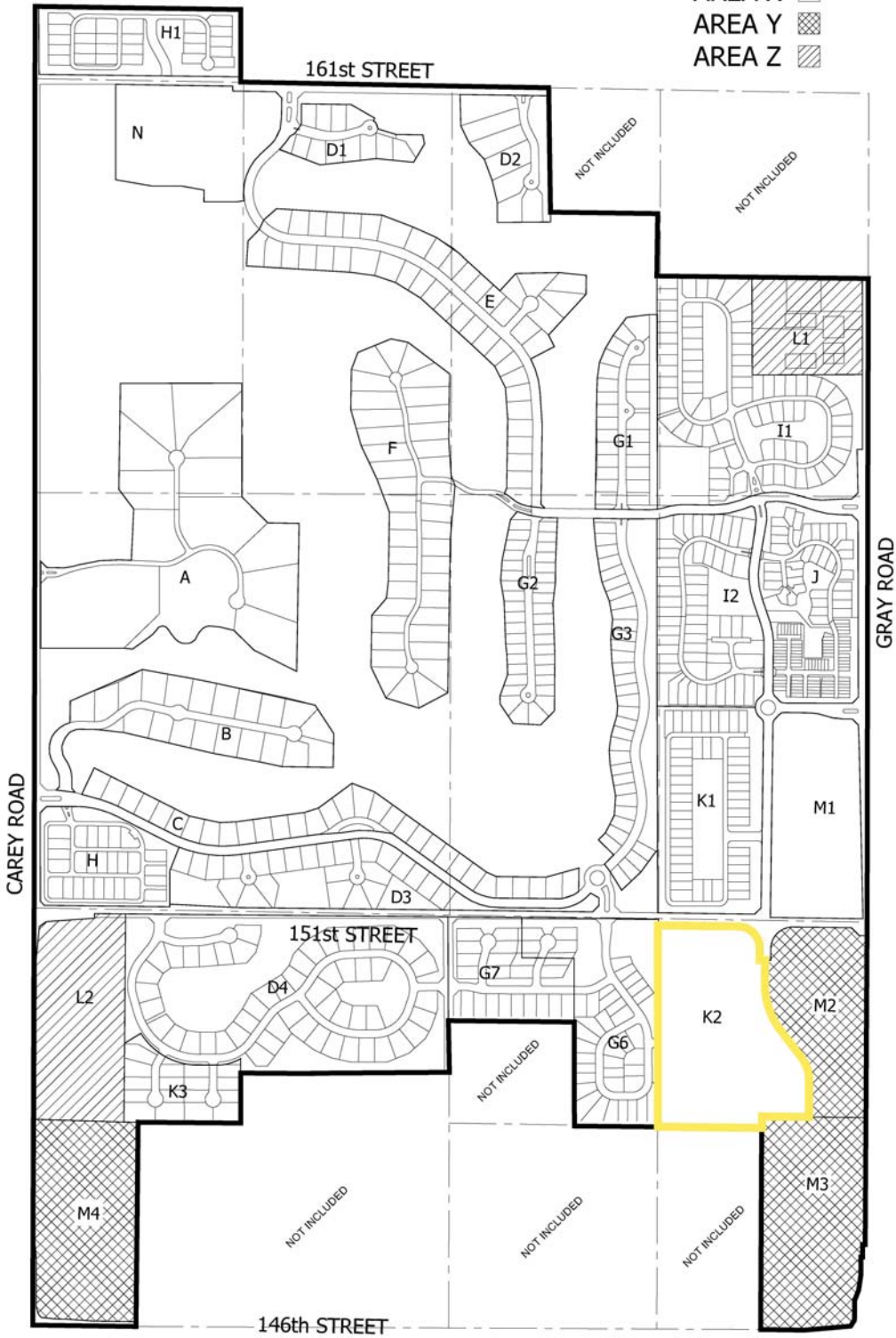
EXHIBIT “B”

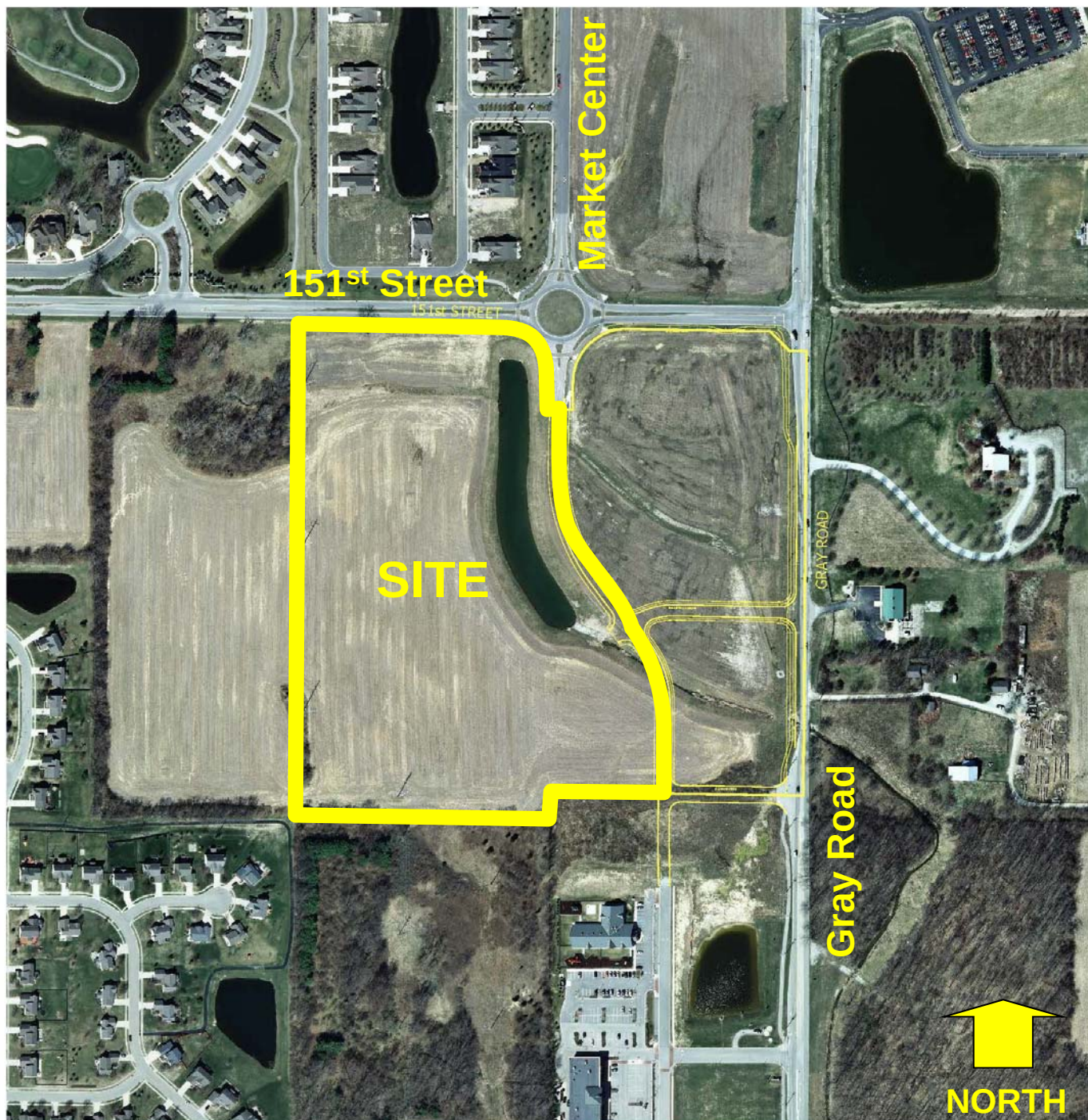
Page 2 of 2

(Legal Description)

LEGEND

- AREA X 
- AREA Y 
- AREA Z 





Bridgewater Apartments
Site Location Map / Aerial Photograph

Bridgewater Apartments

Narrative Overview

The Justus Companies, Inc. is proud to announce plans for Bridgewater Apartments. This brand new “Class A” urban apartment community will be built on a 24 acre parcel located near 151st and Gray Road, in Westfield, Indiana. Developed in cooperation with the City of Westfield as part of the Bridgewater Club PUD (Planned Unit Development) multi-family phase, Bridgewater Apartments is being carefully designed to compliment the aesthetics of the surrounding residential and commercial properties.

The 240 luxury apartment homes at Bridgewater will be comprised of the following:

- 84 One Bedroom Homes, from 760 sq. ft. to 921 sq. ft.
- 136 Two Bedroom Homes, from 1109 sq. ft. to 1169 sq. ft.
- 20 Three Bedroom Homes at 1365 sq. ft.
- A selection of fully ADA accessible apartment homes

Just as Bridgewater’s luxury homes offer designer-planned features for beauty, ease and convenience; the apartment homes at Bridgewater will be well appointed with top of the line appliances, granite and granite-look countertops, luxurious soaking tubs, designer fixtures and high-end floor coverings. 124 of the apartment homes in Bridgewater will also include an attached or adjacent garage for the convenience of residents.

The trained management professionals of Justus Rental Properties, Inc. (JRPI) will be on hand to extend concierge-level services to Bridgewater Apartment residents, including 24 hour worry-free emergency residential maintenance.

Bridgewater Apartments will feature extensive walking paths, a golf cart path, and a beautifully designed central amenity centre conducive to optimum social engagement. The Bridgewater Apartment amenity centre (clubhouse) will offer the following:

- 5800 sq. ft. of social space
- Masterful landscaping with soothing water feature
- Welcoming lobby with timber-framed loft and stone fireplace
- Gathering areas, including expansive kitchen, entertainment space and conference center
- Health Club facility, offering 24/7 controlled access and state-of-the-art technology and exercise equipment
- 2000 sq. ft. pool with relaxation spa
- Stamped concrete deck, with outdoor kitchen and fireplace
- JRPI administrative offices and maintenance team office with controlled equipment storage

Because Bridgewater Apartments is being built by the Justus Companies, Inc., residents are assured they are getting the absolute best value, including exceptional features and amenities, an eco-friendly footprint, and a level of quality craftsmanship born from more than 100 years of experience in the construction and development industry.

Steven D. Hardin
Partner
steven.hardin@FaegreBD.com
Direct +1 317 569 4833

Faegre Baker Daniels LLP
600 East 96th Street ▼ Suite 600
Indianapolis ▼ Indiana 46240-3789
Phone +1 317 569 9600
Fax +1 317 569 4800

February 1, 2013

City of Westfield City Council
Attn: Matthew Skelton, Esq.
2728 East 171st Street
Westfield, IN 46074

Re: Modification of Commitments regarding Walnut Ridge Estates

Dear Members of the Westfield City Council:

Our client, Beazer Homes, LLC, is pleased to propose its plans to complete the development of Walnut Ridge Estates by introducing its new landscaping plan and home elevations. Walnut Ridge Estates is 40-acre site located on the southeast corner of 169th Street and Carey Road that was developed in 2008 into 40 home sites. Since that time, no homes have been built within the development. Beazer's plans include improvements to the perimeter landscaping, installation of the perimeter path, and construction of attractive new homes. No changes to the standards set forth in the previous commitments are proposed.

The existing commitments related to this development were modified in 2011 when the previous proposed builder included its specific home plans as part of the commitments. That builder no longer is in business, and thus, in order to move forward with Beazer's plans to complete the development's build-out, Beazer now proposes to substitute its proposed home elevations for the previous proposed builder's home elevations.

On February 11, 2013, Beazer will appear before the City Council to present its proposed plan for completing this development.

Enclosed for your review are the following materials:

Tab A: Proposed New Conceptual Landscape Plan

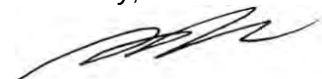
Tab B: Proposed New Home Elevations

Tab C: Proposed Modification of Existing Commitments

Tab D: Existing Commitments

Thank you for your consideration.

Sincerely,



Steven D. Hardin, Esq.

TABLE OF LANDSCAPING REQUIREMENTS			
WHOLE SITE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING			
REQUIRED PER DWELLING UNIT			
SHADE TREE	4	160	TOTAL REQUIRED
FLOWERING OR EVERGREEN TREE	2	60	
SHRUBS	4	160	
LOT LANDSCAPING PER PUD (COUNTS TOWARD WHOLE SITE TOTAL)			
REQUIRED LANDSCAPING PER LOT			
SHADE TREE PER LOT	2	80	TOTAL REQUIRED
FLOWERING TREE PER LOT	1	40	
CONIFER TREE PER LOT	1	40	
SHRUBS PER LOT	4	160	
18-24" TALL SHRUB PER LOT	12	480	
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING			
1 SHADE TREE/30 LINEAR FEET (COUNTS TOWARD WHOLE SITE TOTAL)			
SHADE TREE/30 LINEAR FEET	28		
TOTAL REQUIRED ALONG 169TH ST.		50	
TOTAL		50	
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING			
1 EVERGREEN TREE & 5 EVERGREEN SHRUBS/30 LINEAR FEET			
DOES NOT COUNT TOWARD WHOLE SITE TOTAL			
TOTAL TREES ALONG SOUTH BORDER		38	
TOTAL SHRUBS ALONG SOUTH BORDER		190	

TOTAL REQUIRED PLANTS		TOTAL PROVIDED PLANTS	
SHADE TREE	160	SHADE TREE	210
FLOWERING TREE	40	FLOWERING TREE	40
EVERGREEN TREE	78	EVERGREEN TREE	138
TOTAL TREES	278	TOTAL TREES	388
EVERGREEN SHRUBS	190	EVERGREEN SHRUBS	231
SHRUBS	360	SHRUBS	380
18-24" TALL SHRUBS	480	18-24" TALL SHRUBS	1091
TOTAL SHRUBS	1030	TOTAL SHRUBS	1091

ZONE: PUD

WALNUT RIDGE ESTATES

Date: 01-29-2013

WEIHE
ENGINEERS

16005 N. College Avenue
Indianapolis, Indiana 46250
317.846.4611

NTS

169TH STREET

ZONE: PUD

CAREY ROAD

ZONE: SF-2

ZONE: AG-SF1

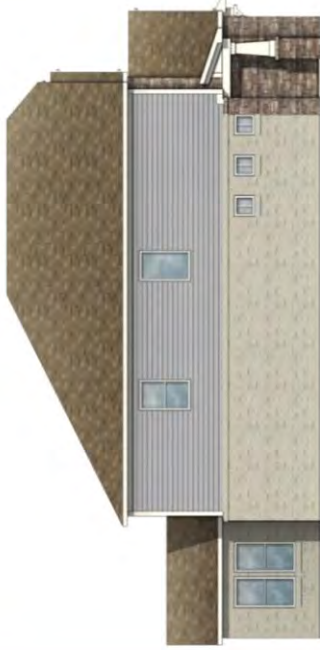
SEE ATTACHED SHEET

TREE PRESERVATION AREA





Stratford ACN

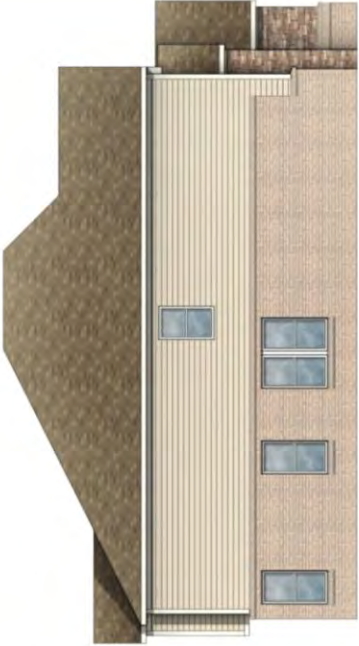
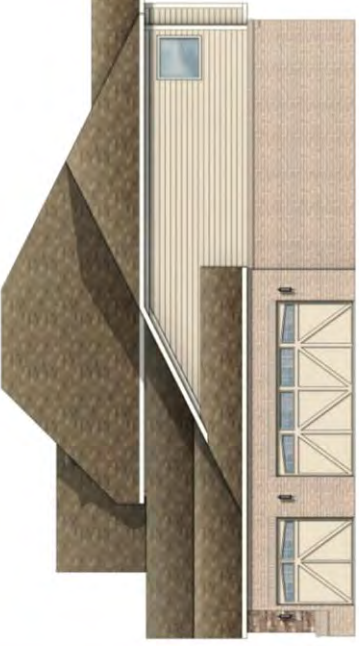


Stratford ACN



Cambridge FCN

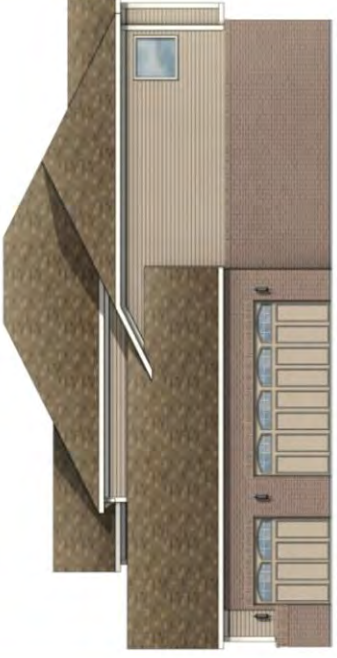
Cambridge FCN





Cambridge ITN

Cambridge ITN





Bradbury SHN

Bradbury SHN





Lancaster ERN



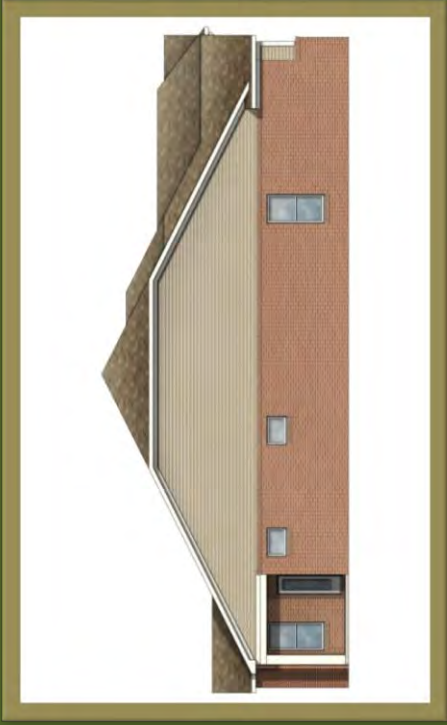
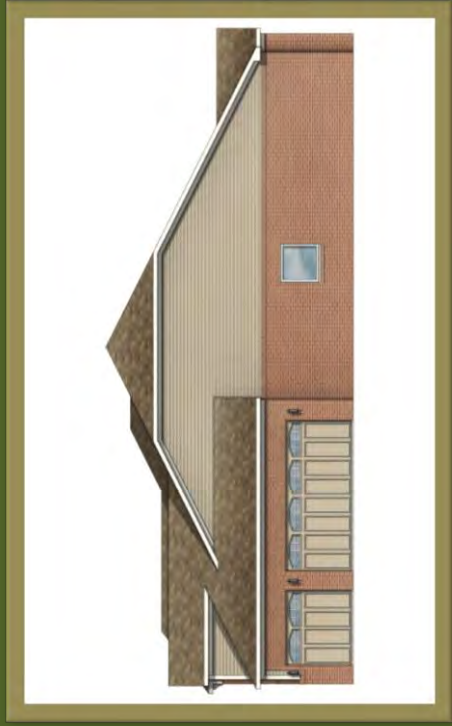
Lancaster ERN



Lancaster ITN



Lancaster ITN



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

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

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

STATEMENT OF MODIFICATION OF COMMITMENTS:

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

1. "Exhibit B – Home Elevations" attached hereto shall remove and replace the home elevations identified as Exhibit "C" within the Existing Commitments.
2. "Exhibit C – Conceptual Landscape Plan" attached hereto shall remove and replace the conceptual landscape plan identified as Exhibit "D" within the Existing Commitments.

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

The MODIFICATION OF COMMITMENTS contained in this instrument shall be effective upon the Westfield City Council approval of petition # _____.

These COMMITMENTS may be enforced jointly or severally by:

1. The Westfield - Washington Township Plan Commission;
2. Owners of all parcels of ground adjoining the real estate and all owners of real estate within the area included in the petition who were not petitioners for approval.

The undersigned hereby authorizes the City of Westfield, Indiana, to record this MODIFICATION OF COMMITMENTS in the Office of the Recorder of Hamilton County, Indiana, upon final approval petition # _____ by the Westfield City Council.

IN WITNESS WHEREOF, Owner has executed this instrument this ____ day of _____, 20____.

RIVEREDGE PROFESSIONAL CENTER, LLC

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Witness my hand and Notarial Seal this ____ day of _____, 20____.

Signature: _____

Printed: _____

County of Residence _____

My Commission expires: _____

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

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

Exhibit A – Legal Description

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

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

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

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

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

EXHIBIT B – HOME ELEVATIONS

As provided in Tab B of City Council Packet

EXHIBIT C – CONCEPTUAL LANDSCAPE PLAN

As provided in Tab A of City Council Packet

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


**COMMITMENTS CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

Cross Referenced to Instrument No. 200600065832

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

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

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

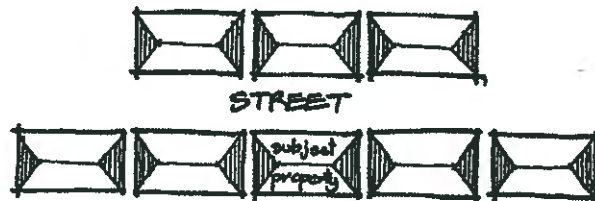
Section 3. **Statement of Commitments:**

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

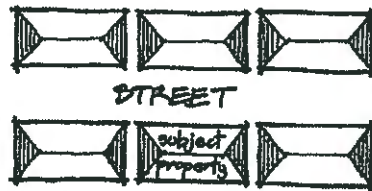
- A. There shall be no more than forty (40) residential lots.
- B. Square footage requirement (exclusive of basements, porches, garages, or patios):
 - a. One-story homes – 2,350 square feet of finished space
 - b. Two-story homes – 2,800 square feet of finished space
 - i. Ground-floor minimum – 1,400 square feet
- C. Driveways:
 - a. Shall be concrete, asphalt, or other solid surface
 - b. Gravel shall be prohibited
- D. Exterior Materials:
 - a. All homes shall have 100% first floor wrap consisting of brick, stone, cultured stone or other masonry materials (collectively "Masonry"), not including doors, windows and other openings.
 - b. In addition to Masonry, other permissible siding materials include cement fiber board and wood. No vinyl or aluminum siding shall be allowed.
 - c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to the use of less brick, stone or stucco material). In all cases without exception there will be a requirement of all sides of the primary structure to have a Masonry water table.
 - d. All external chimney chases shall be brick, stone or EIFS.
- E. Windows:
 - a. All window casings shall be wood, vinyl or a vinyl clad or aluminum clad type material.

- F. Garages:
- a. Minimum – three car garage
 - b. All garages shall be angled or side-load.
- G. Roof Pitch Requirements:
- a. Front to back and front gables or hips 8/12 minimum
 - b. All homes shall have a minimum 12" overhangs.
 - c. The foregoing requirements may be modified by the neighborhood's architectural committee on a case-by-case basis (e.g., Victorian, Country French, Colonial, Cape Cod or other styles that lend themselves to differ from the standard).
- H. Tree Conservation Easement – A ten foot (10') tree conservation easement ("Easement") along the east property line of the Real Estate, at the location identified in Exhibit "B", shall be provided. Within the Easement, no trees with a diameter at breast height ("DBH") in excess of six inches (6") or more in height (the "Protected Trees") shall be removed unless the tree is damaged, diseased, dead, or is required to be removed in order to comply with safety requirements of any governmental agency. If a Protected Tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder (as the case may be) shall reestablish the Protected Tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the Easement. It is acknowledged that certain areas of the woodlands will not be appropriate for the Easement due to the location of drainage and utility infrastructure as will be identified at the time of platting.
- I. Lot Landscaping – for each individual lot, the required plant materials to be installed shall be as follows:
- | | |
|----------------------------|---------------------------------|
| a. 2 Deciduous shade trees | 2-1/2" caliper at breast height |
| b. 1 Flowering tree | 1-1/2" caliper at breast height |
| c. 1 Conifer tree | 8'-10' in height |
| d. 8 Shrubs | 3'-4' in height |
| e. 12 Shrubs | 18"-24" in height |
- J. Rear of homes abutting the Tree Conservation Easement shall be two-story homes and shall contain at least three (3) of the following enhancements:
1. Finished space "pop out"
 2. Bay window
 3. Decorative trim modeling at gutter height
 4. Decorative shaped window
 5. Dormer
 6. Varied building planes
 7. Accent siding
 8. Extended rakes
 9. Chimney chase
 10. Shutters or window trim on all operating windows
 11. Shadow line roof shingles
 12. Wood deck
 13. Screened-in porch or covered porch
 14. Brick wrap

- K. Above-ground pools shall be prohibited.
- L. Mini-barns and storage sheds shall be prohibited.
- M. All residential lots and buffer yards shall not be within, or contain any portion of the Carey Road and 169th Street right-of-way.
- N. All residential lots shall not be within, or contain any portion of a required buffer yard.
- O. All homes constructed on the Real Estate shall be substantially similar to those depicted in Exhibit C.
- P. The front elevation and the color scheme as a combination, selected for the subject home, shall not be the same combination on any other home within a three (3) home "snapshot" on the same side of the street or immediately across the street from the subject home (the center home of the three (3) home "snapshot"). Further, in addition to the foregoing, each home on each side of the subject home or directly across the street from the subject home shall not contain the same front elevation as the subject home. The foregoing restrictions are depicted on the rendering below.



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



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

- Q. The Developer shall improve the Real Estate with landscaping in substantial compliance with the concept shown on Exhibit D.
- R. The total number of single-story homes in the neighborhood shall not exceed 20% of the total number of homes constructed on the Real Estate.

Section 4. **Binding on Successors and Assigns:**

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

Section 5. **Modifications of Commitments:**

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

Section 6. **Effective Date:**

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

Section 7. **Recording:**

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

Section 8. **Enforcement:**

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

[Remainder of page intentionally left blank]

e Commitments to be executed as of the 10th
John P. Lantry

7-28-12

[Remainder of page intentionally left blank]

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

John C. Lang

STATE OF ~~INDIANA~~ ^{Texas})
COUNTY OF ~~WARRICK~~ ^{Harris}) SS:
(~~WARRICK~~)

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

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

Carolyn Jean Powers

My Commission Expires: July 27, 2014

Notary Public

Printed Carolyn Jean Powers

Residing in Waller County



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

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

[Remainder of page intentionally left blank]

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT "A"

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

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

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

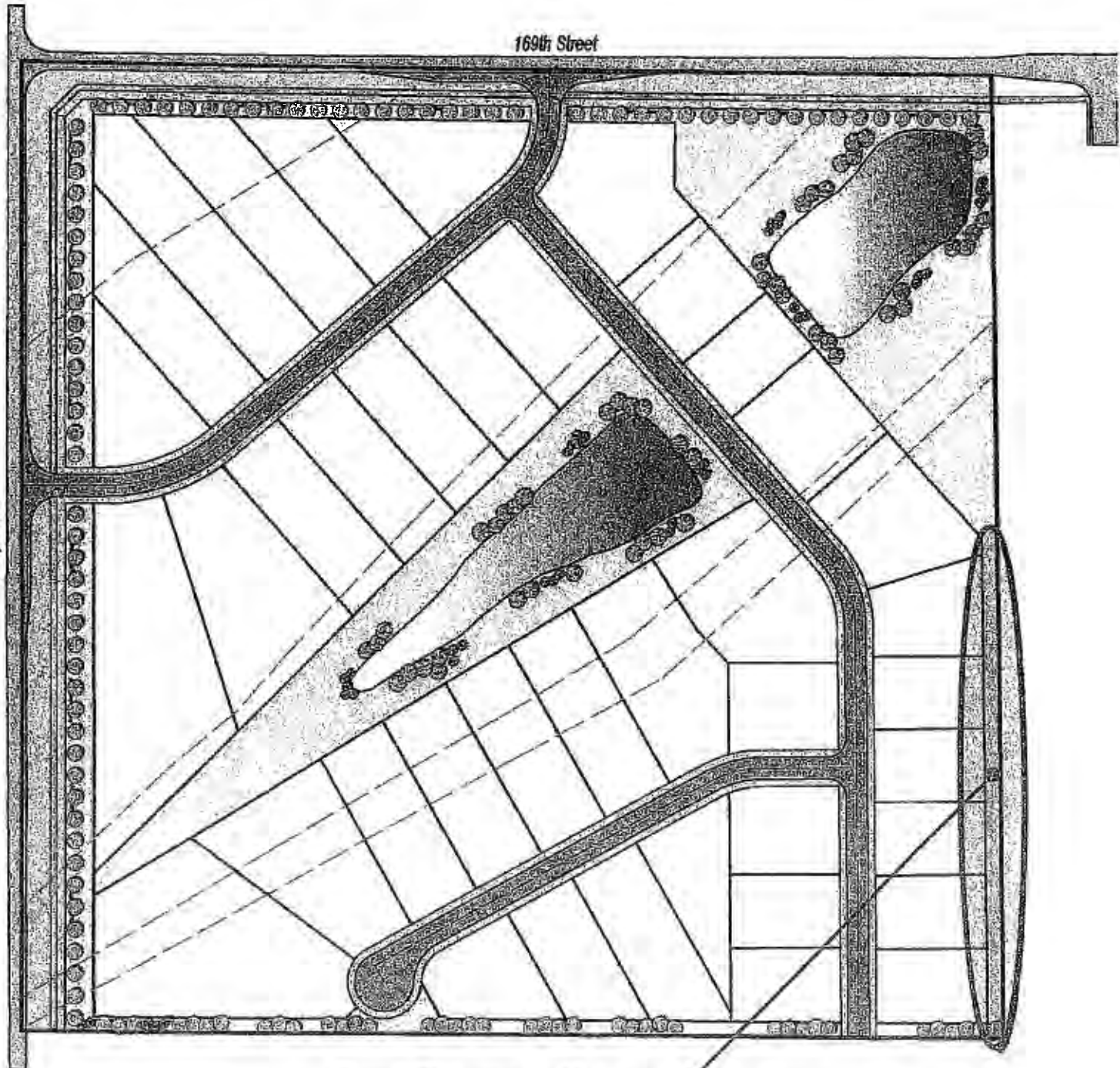
A part of the South Half of the Southwest Quarter of Section 5, Township 18 North, Range 4 East Hamilton County, Indiana described as follows:

Beginning at the Northwest corner of said half-quarter section; thence South 88 degrees 58 minutes 17 seconds East 41.78 feet along the north line of said half-quarter section; thence South 1 degree 01 minute 43 seconds West 16.50 feet to the south boundary of 169th Street; thence South 45 degrees 32 minutes 36 seconds West 35.06 feet to the east boundary of Carey Road; thence North 89 degrees 55 minutes 51 seconds West 16.50 feet to the west line of the said half-quarter section; thence North 0 degrees 04 minutes 09 seconds East 41.78 feet along said west line to the point of beginning and containing 0.032 acres, more or less, inclusive of the presently existing right-of-way which contains 0.025 acres, more or less, for a net additional taking of .007 acres, more or less.

EXHIBIT B
TREE CONSERVATION EXHIBIT

Walnut Ridge Estates

TREE CONSERVATION EXHIBIT

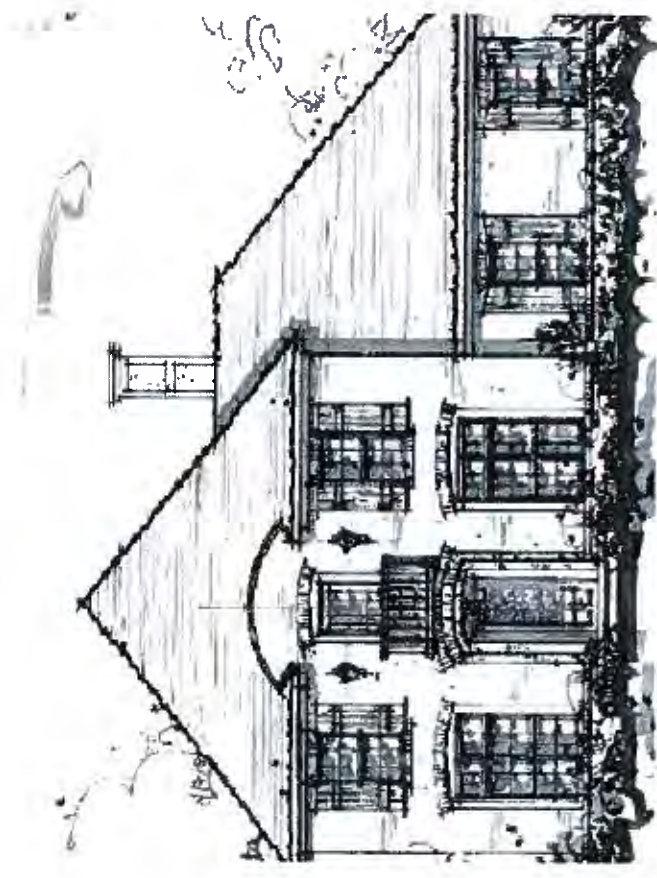


Tree Conservation
Easement Location



EXHIBIT C
HOME ELEVATIONS

Meridian Collection



4720 Home Plan Design



Meridian Collection



C657 Home Plan Design



Meridian Collection



3900 Home Plan Design





Meridian Collection



4000 Home Plan Design



Meridian Collection



4400 Home Plan Design





Meridian Collection



4500 Home Plan Design





Meridian Collection



4600 Home Plan Design



Meridian Collection



760 Home Plan Design





Meridian Collection



4700 Home Plan Design



EXHIBIT D
CONCEPTUAL LANDSCAPE PLAN

New Commitments - Landscape Improvements



WALNUT RIDGE ESTATES
LANDSCAPE PLAN
OCTOBER 27, 2010
1" = 100'

Estridge

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

February 11, 2013

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

FEBRUARY 11, 2013

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 accounts payables are hereby allowed in the total amount of \$_____.

Dated this 11th day of February 2013.

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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ACCOUNTS PAYABLE REGISTER
FEBRUARY 11, 2013

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
** DEPARTMENT TOTAL		101001							
//	39949	PAYROLL	101001111.000	ADM SALARY	SAL	37487.47	0	01/17/2013	Approved
//	40048	PAYROLL	101001111.000	ADM SALARY	SAL	30914.70	0	01/29/2013	Approved
//	40035	DAVIS VISION	101001119.000	HEALTH & DENTAL INSURANCE	FEB 2013 INS PREMIUM	95.54	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101001119.000	HEALTH & DENTAL INSURANCE	FEB MED INS	6583.34	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101001119.000	HEALTH & DENTAL INSURANCE	FEB MED INS	6583.34	0	02/01/2013	Approved
//	39949	PAYROLL	101001120.000	FICA & MEDICARE	FICA	2727.65	0	01/17/2013	Approved
//	40048	PAYROLL	101001120.000	FICA & MEDICARE	FICA	2236.23	0	01/29/2013	Approved
//	39949	PAYROLL	101001121.000	P.E.R.F.-ADM.	PERF	4498.50	0	01/17/2013	Approved
//	40048	PAYROLL	101001121.000	P.E.R.F.-ADM.	PERF	3709.76	0	01/29/2013	Approved
//	40080	STAPLES CONTRACT & COMMER	101001223.000	OFFICE SUPPLIES-ADM.	OFFICE SUPPLIES	60.86	0	01/31/2013	Approved
//	40019	JP MORGAN CHASE	101001223.000	OFFICE SUPPLIES-ADM.	DEC STMT	25.56	0	01/24/2013	Approved
//	40019	JP MORGAN CHASE	101001224.000	OPERATING SUPPLIES-ADM.	DEC STMT	51.41	0	01/24/2013	Approved
//	40073	BOSE PUBLIC AFFAIRS GROUP	101001331.000	ADMN CONSULTING	STRATEGIC COMMUNICATIONS	3500.00	0	01/31/2013	Approved
//	40187	ICE MILLER LLC	101001331.000	ADMN CONSULTING	RETAINER	10002.81	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	101001334.000	TRAVEL/TRAINING/SEMINAR S-ADM.	DEC STMT	709.94	0	01/24/2013	Approved
//	40097	FRONTIER	101001335.000	TELEPHONE-ADM.	01/20/13 BILLING	44.80	50560	02/01/2013	Approved
//	39981	INDIANAPOLIS STAR	101001338.000	LEGAL NOTICES/RECORDINGS-ADM.	WAGE RATE HEARING/ NOTICE	15.06	0	01/18/2013	Approved
//	39952	DUKE ENERGY	101001341.000	ELECTRICITY-ADM.	MONTHLY SERVICE	603.60	50545	01/18/2013	Approved
//	40174	DUKE ENERGY	101001341.000	ELECTRICITY-ADM.	MONTHLY SERVICE/ CLINIC HOUSE	348.11	50572	02/05/2013	Approved
//	40166	WESTFIELD PUBLIC WORKS	101001342.000	WATER/SEWER	MONTHLY SERVICE	64.47	50564	02/05/2013	Approved
//	40170	WESTFIELD PUBLIC WORKS	101001342.000	WATER/SEWER	MONTHLY SERVICE/ HISTORICAL SOC	200.06	50568	02/05/2013	Approved
//	40179	GENERAL ALARM	101001343.000	BUILDING MAINTENANCE-ADM.	PROGRAMMING CODE CHANGES	20.00	0	02/05/2013	Approved
//	40186	ADVANCED TURF SOLUTIONS	101001343.000	BUILDING MAINTENANCE-ADM.	ICE ATTACK SHAKERS	18.00	0	02/05/2013	Approved
//	40192	BUSY BEE CLEANING SERVICE	101001343.000	BUILDING MAINTENANCE-ADM.	JANITORIAL CLEANING	425.00	0	02/05/2013	Approved
//	40002	UN COMMUNICATIONS	101001347.000	PROMOTION-ADM.	CITY NEWSLETTER	2317.69	0	01/22/2013	Approved
//	40065	US POSTMASTER	101001347.000	PROMOTION-ADM.	FEB CITY NEWSLETTER/ POSTAGE	2686.56	50555	01/30/2013	Approved
//	40072	DWNA	101001347.000	PROMOTION-ADM.	DEC 2012 SERVICES	7500.00	0	01/31/2013	Approved
//	40078	CSI SIGNS	101001347.000	PROMOTION-ADM.	DOG PARK SIGNS	839.56	0	01/31/2013	Approved
//	40120	WESTFIELD CHAMBER OF	101001347.000	PROMOTION-ADM.	EVENT FEE 01/17/13	75.00	0	02/04/2013	Approved

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ACCOUNTS PAYABLE REGISTER
FEBRUARY 11, 2013

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
		COMM							
//	40019	JP MORGAN CHASE	101001347.000	PROMOTION-ADM.	DEC STMNT	1155.98	0	01/24/2013	Approved
//	40076	CSI SIGNS	101001349.000	SERVICES	RIGID SIGN	299.76	0	01/31/2013	Approved
		CONTRACTUAL-ADM							
//	40109	HUMANE SOCIETY FOR HAMILT	101001349.000	SERVICES	JAN 2013 STRAY ANIMAL	7313.38	0	02/04/2013	Approved
		CONTRACTUAL-ADM			CONTRACT				
//	40075	SHRM	101001350.000	SUBSCRIPTIONS/DUES/MEM	HR MAGAZINE	165.00	0	01/31/2013	Approved
		BERSHIPS-ADM.							
//	40019	JP MORGAN CHASE	101001350.000	SUBSCRIPTIONS/DUES/MEM	DEC STMNT	159.00	0	01/24/2013	Approved
		BERSHIPS-ADM.							
** Subtotal **						133438.14			
** DEPARTMENT TOTAL		101002							
//	39949	PAYROLL	101002112.000	POLICE SALARY	SAL	114050.04	0	01/17/2013	Approved
//	40048	PAYROLL	101002112.000	POLICE SALARY	SAL	113406.28	0	01/29/2013	Approved
//	40035	DAVIS VISION	101002119.000	HEALTH & DENTAL	FEB 2013 INS PREMIUM	402.24	50552	01/25/2013	Approved
		INSURANCE-POLICE							
//	40095	ADVANTAGE HMO HEALTH	101002119.000	HEALTH & DENTAL	FEB MED INS	26006.73	50559	02/01/2013	Approved
		PLANS		INSURANCE-POLICE					
//	40095	ADVANTAGE HMO HEALTH	101002119.000	HEALTH & DENTAL	FEB MED INS	26006.73	0	02/01/2013	Approved
		PLANS		INSURANCE-POLICE					
//	39949	PAYROLL	101002120.000	FICA & MEDICARE	FICA	8488.32	0	01/17/2013	Approved
//	40048	PAYROLL	101002120.000	FICA & MEDICARE	FICA	8439.08	0	01/29/2013	Approved
//	39949	PAYROLL	101002121.000	P.E.R.F.-POLICE	PERF	16020.69	0	01/17/2013	Approved
//	40048	PAYROLL	101002121.000	P.E.R.F.-POLICE	PERF	16060.43	0	01/29/2013	Approved
//	40045	AUL RETIREMENT SERVICES	101002125.000	PEBSO- MATCH	MATCH/ POLICE	109009.17	0	01/29/2013	Approved
//	39946	STAPLES CONTRACT &	101002223.000	OFFICE SUPPLIES-POLICE	OFFICE SUPPLIES	1287.38	0	01/16/2013	Approved
		COMMER							
//	40019	JP MORGAN CHASE	101002223.000	OFFICE SUPPLIES-POLICE	DEC STMNT	11.12	0	01/24/2013	Approved
//	40030	BRIGHT HOUSE NETWORK	101002224.000	OPERATING	PROCESSING/ ADMIN FEE,	30.00	0	01/25/2013	Approved
				SUPPLIES-POLICE	SUBSCRIBER I				
//	40087	MENARDS	101002224.000	OPERATING	HEAT TAPE	45.88	0	02/01/2013	Approved
				SUPPLIES-POLICE					
//	40154	SPECTRUM JANITORIAL	101002224.000	OPERATING	TOUCHLESS ROLL PAPER	207.92	0	02/05/2013	Approved
				SUPPLIES-POLICE					
//	39974	SPEEDWAY SUPERAMERICA	101002226.000	VEHICLE GAS AND	FUEL	297.23	0	01/18/2013	Approved
				SUPPLIES-POLICE					
//	40019	JP MORGAN CHASE	101002226.000	VEHICLE GAS AND	DEC STMNT	11912.86	0	01/24/2013	Approved
				SUPPLIES-POLICE					
//	39947	BILLY ADAMS	101002229.000	UNIFORMS-POLICE	REIMB 01/16 ALTERATION	24.00	0	01/16/2013	Approved
//	39973	STEVEN R JENKINS	101002229.000	UNIFORMS-POLICE	STARS	53.97	0	01/18/2013	Approved
//	40005	RUNNERS FORUM OF CARMEL,	101002229.000	UNIFORMS-POLICE	RUNNING SHOES	63.00	0	01/22/2013	Approved
//	40031	KIM'S ALTERATIONS	101002229.000	UNIFORMS-POLICE	UNIFORMS	10.00	0	01/25/2013	Approved

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02/05/2013 14:55:15
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ACCOUNTS PAYABLE REGISTER

FEBRUARY 11, 2013

DATE FILED	APV NO.	NAME OF PAYEE	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CK NUM	CK DATE	APPROVED
//	40033	GALLS	101002229.000	UNIFORMS-POLICE	INSULATED BOOTS	280.00	0	01/25/2013	Approved
//	40034	QUARTERMASTER	101002229.000	UNIFORMS-POLICE	TACTICAL FLEECE JACKET	113.48	0	01/25/2013	Approved
//	40006	PITNEY BOWES	101002333.000	POSTAGE-POLICE	POSTAGE	107.00	0	01/22/2013	Approved
//	39944	HARD ROCK HOTEL & CASINO TULSA	101002334.000	TRAINING/SEMINARS-POLICE	03/10-14/13 RESERVATION	495.00	50544	01/16/2013	Approved
//	39945	NATIONAL CRIMINAL ENFORCE	101002334.000	TRAINING/SEMINARS-POLICE	01/14/13 NAT'L INTERDICTION CONF	295.00	0	01/16/2013	Approved
//	39995	SODEXO INC & AFFILIATES	101002334.000	TRAINING/SEMINARS-POLICE	MEALS/ AT ACADEMY	347.50	0	01/22/2013	Approved
//	40032	INSTITUTE OF POLICE TECH	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING	1190.00	0	01/25/2013	Approved
//	40152	PRO TRAIN	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING	900.00	0	02/05/2013	Approved
//	40157	PUBLIC AGENCY TRAINING CO	101002334.000	TRAINING/SEMINARS-POLICE	SEMINAR	285.00	0	02/05/2013	Approved
//	40161	CONCORDE INN CLINTON TOWN	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING/ HOTEL	164.23	0	02/05/2013	Approved
//	40163	BRODIE HOUSTON	101002334.000	TRAINING/SEMINARS-POLICE	REIMBURSE/ TRAINING	30.00	0	02/05/2013	Approved
//	40164	NORTHEAST	101002334.000	TRAINING/SEMINARS-POLICE	TRAINING	175.00	0	02/05/2013	Approved
//	40097	FRONTIER	101002335.000	TELEPHONE	01/20/13 BILLING	62.10	50560	02/01/2013	Approved
//	39952	DUKE ENERGY	101002341.000	ELECTRICITY-POLICE	MONTHLY SERVICE	1719.58	50545	01/18/2013	Approved
//	40088	WESTFIELD PUBLIC WORKS	101002342.000	WATER/SEWER	MONTHLY SERVICE	78.27	0	02/01/2013	Approved
//	40167	WESTFIELD PUBLIC WORKS	101002342.000	WATER/SEWER	MONTHLY SERVICE	133.90	50565	02/05/2013	Approved
//	39942	UNIFIRST CORPORATION	101002343.000	BUILDING MAINTENANCE	UNIFORMS	55.96	0	01/16/2013	Approved
//	39996	CDW GOVERNMENT, INC.	101002343.000	BUILDING MAINTENANCE	VIDEO SPLITTER	211.58	0	01/22/2013	Approved
//	40039	CHAPMAN ELECTRIC SUPPLY,	101002343.000	BUILDING MAINTENANCE	SUPPLIES	204.69	0	01/28/2013	Approved
//	40151	ENVIRO-MAX INC.	101002343.000	BUILDING MAINTENANCE	BOILER PUMP REPAIR	446.45	0	02/05/2013	Approved
//	39940	CREATIVE PRODUCT SOURCING	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	SCHOOL NEW CURRICULUM	275.94	0	01/16/2013	Approved
//	40019	JP MORGAN CHASE	101002347.000	PROMOTIONS/PUBLIC RELATIONS-POLICE	DEC STMTNT	531.59	0	01/24/2013	Approved
//	40040	BUSY BEE CLEANING SERVICE	101002349.000	SERVICES CONTRACTUAL-POLICE	JANITORIAL CLEANING	768.00	0	01/28/2013	Approved
//	40091	COMCAST CABLE	101002349.000	SERVICES CONTRACTUAL-POLICE	CABLE	48.98	50556	02/01/2013	Approved
//	40158	SAFETY KLEEN	101002349.000	SERVICES CONTRACTUAL-POLICE	SUPPLIES	159.60	0	02/05/2013	Approved
//	39943	IACAI	101002350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-POLICE	2013 MEMBERSHIP DUES	140.00	0	01/16/2013	Approved
//	39948	INTERNATIONAL ASSOC FOR	101002350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-POLICE	2013 MEMBERSHIP DUES	50.00	0	01/16/2013	Approved
//	40089	FOP/HAMILTON CO FRATERNAL	101002350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-POLICE	DUES	2400.00	0	02/01/2013	Approved
//	40156	PUBLIC ENGINES	101002350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-POLICE	ANNUAL SUBSCRIPTION RENEWAL	1188.00	0	02/05/2013	Approved
//	40004	CANINE LEGAL UPDATE	101002355.000	K-9 MAINT.-POLICE	YEARLY MEMBERSHIP FEE	50.00	0	01/22/2013	Approved
//	39941	PUBLIC SAFETY CENTER INC	101002360.000	VEHICLE REPAIR-POLICE	BATTERY	158.58	0	01/16/2013	Approved

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//	40029	ON-DUTY DEPOT	101002360.000	VEHICLE REPAIR-POLICE	REPAIRS	265.93	0	01/25/2013	Approved
//	40153	C.A.R. CLINIC	101002360.000	VEHICLE REPAIR-POLICE	REPAIRS	837.00	0	02/05/2013	Approved
//	40155	PUBLIC SAFETY CENTER INC	101002360.000	VEHICLE REPAIR-POLICE	REPAIRS	109.15	0	02/05/2013	Approved
//	40159	NAPA AUTO PARTS	101002360.000	VEHICLE REPAIR-POLICE	PARTS	245.80	0	02/05/2013	Approved
//	40160	WESTFIELD TIRE & MUFFLER	101002360.000	VEHICLE REPAIR-POLICE	TIRES	1102.16	0	02/05/2013	Approved
//	40162	INTERSTATE BATTERY	101002360.000	VEHICLE REPAIR-POLICE	BATTERIES	479.85	0	02/05/2013	Approved
//	40038	ROCK RIVER ARMS	101002472.000	POLICE EQUIPMENT	EQUIP	1913.00	0	01/28/2013	Approved
** Subtotal **						469851.39			
** DEPARTMENT TOTAL		101003							
//	39949	PAYROLL	101003113.000	SALARY COMM. DEV.	SAL	22060.18	0	01/17/2013	Approved
//	40048	PAYROLL	101003113.000	SALARY COMM. DEV.	SAL	24919.77	0	01/29/2013	Approved
//	40035	DAVIS VISION	101003119.000	HEALTH & DENTAL INSUR.-COM.DEV.	FEB 2013 INS PREMIUM	57.54	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101003119.000	HEALTH & DENTAL INSUR.-COM.DEV.	FEB MED INS	4113.31	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101003119.000	HEALTH & DENTAL INSUR.-COM.DEV.	FEB MED INS	4113.31	0	02/01/2013	Approved
//	39949	PAYROLL	101003120.000	FICA & MEDICARE	FICA	1642.46	0	01/17/2013	Approved
//	40048	PAYROLL	101003120.000	FICA & MEDICARE	FICA	1851.88	0	01/29/2013	Approved
//	39949	PAYROLL	101003121.000	P.E.R.F.-COMM. DEV.	PERF	2647.22	0	01/17/2013	Approved
//	40048	PAYROLL	101003121.000	P.E.R.F.-COMM. DEV.	PERF	2990.37	0	01/29/2013	Approved
//	40113	MATT SKELTON	101003223.000	OFFICE SUPPLIES-COMM. DEV.	REIMB JAN 2013	42.80	0	02/04/2013	Approved
//	40178	STAPLES CONTRACT & COMMER	101003223.000	OFFICE SUPPLIES-COMM. DEV.	SUPPLIES	18.55	0	02/05/2013	Approved
//	40180	GOVCONNECTION	101003223.000	OFFICE SUPPLIES-COMM. DEV.	IPAD 4	599.00	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	101003223.000	OFFICE SUPPLIES-COMM. DEV.	DEC STMNT	191.96	0	01/24/2013	Approved
//	40181	DONNA KOSNAK DESIGNS	101003226.000	VEHICLE GAS/SUPPLIES-COM DEV	MODEL BICYCLE	250.00	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	101003226.000	VEHICLE GAS/SUPPLIES-COM DEV	DEC STMNT	199.18	0	01/24/2013	Approved
//	40112	GREENSTREET	101003330.000	ATTORNEY/CONSULTANT-CO MM. DEV.	ESRI DEMOGRAPHIC REPORTS	275.00	0	02/04/2013	Approved
//	40114	CAVE & COMPANY PRINTING	101003337.000	PRINTING-COMM. DEV.	BUSINESS LAYOUT	81.84	0	02/04/2013	Approved
//	39983	INDIANAPOLIS STAR	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	NOTICES	93.98	0	01/18/2013	Approved
//	39984	THE TIMES	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	BZA MEETING/ NOTICE	14.50	0	01/18/2013	Approved

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/ /	40115	THE TIMES	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	AD NOTICE 01/11/13	17.23	0	02/04/2013	Approved
/ /	40116	THE TIMES	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	AD NOTICE 12/27/12 12/24	39.63	0	02/04/2013	Approved
/ /	40117	THE TIMES	101003338.000	LEGAL NOTICES/RECORDINGS-COM. DEV.	AD BZA MEETING 11/30 11/29/12	46.49	0	02/04/2013	Approved
/ /	40113	MATT SKELTON	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	REIMB JAN 2013	91.00	0	02/04/2013	Approved
/ /	40119	IMAGERY, LLC	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	PROMOTION ITEMS WATER JUG	940.89	0	02/04/2013	Approved
/ /	40120	WESTFIELD CHAMBER OF COMM	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	EVENT FEE 01/17/13	90.00	0	02/04/2013	Approved
/ /	40019	JP MORGAN CHASE	101003347.000	PROMOTION COMMUNITY DEVELOPMENT	DEC STMNT	162.01	0	01/24/2013	Approved
/ /	39937	WILKINS LAWN CARE	101003349.000	SERVICES CONTRACTURAL-COMM. DEV.	MOWING HARVEST MEADOWS	640.00	0	01/16/2013	Approved
/ /	40022	INTERNATIONAL ECONOMIC DE	101003350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-COMM.DEV	MEMBERSHIP	345.00	0	01/24/2013	Approved
/ /	40023	HAMILTON COUNTY ALLIANCE	101003350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-COMM.DEV	DUES	8280.00	0	01/24/2013	Approved
/ /	40118	MATTHEW BENDER & CO	101003350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-COMM.DEV	COURT RULES	304.01	0	02/04/2013	Approved
/ /	40019	JP MORGAN CHASE	101003350.000	SUBSCRIPTIONS/DUES/MEM BERSHIPS-COMM.DEV	DEC STMNT	1072.00	0	01/24/2013	Approved
/ /	40013	NAPA AUTO PARTS	101003360.000	VEHICLE REPAIR-COM. DEV.	PARTS	21.69	0	01/22/2013	Approved
** Subtotal **						78212.80			
** DEPARTMENT TOTAL		101004							
/ /	40035	DAVIS VISION	101004119.000	HEALTH & DENTAL	FEB 2013 INS PREMIUM	29.56	50552	01/25/2013	Approved
/ /	40095	ADVANTAGE HMO HEALTH PLANS	101004119.000	HEALTH & DENTAL	FEB MED INS	1786.17	50559	02/01/2013	Approved
/ /	40095	ADVANTAGE HMO HEALTH PLANS	101004119.000	HEALTH & DENTAL	FEB MED INS	1786.17	0	02/01/2013	Approved
/ /	40019	JP MORGAN CHASE	101004223.000	OFFICE SUPPLIES	DEC STMNT	168.39	0	01/24/2013	Approved
/ /	40019	JP MORGAN CHASE	101004226.000	VEHICLE GAS	DEC STMNT	629.09	0	01/24/2013	Approved
/ /	40019	JP MORGAN CHASE	101004334.000	TRAVEL/TNG/SEMINARS	DEC STMNT	1527.87	0	01/24/2013	Approved
/ /	40019	JP MORGAN CHASE	101004349.000	SERVICES CONTRACTURAL	DEC STMNT	24.02	0	01/24/2013	Approved
** Subtotal **						5951.27			

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** DEPARTMENT TOTAL		101005							
//	39949	PAYROLL	101005100.000	PARKS SALARY	SAL	9446.63	0	01/17/2013	Approved
//	40048	PAYROLL	101005100.000	PARKS SALARY	SAL	9625.99	0	01/29/2013	Approved
//	40035	DAVIS VISION	101005119.000	HEALTH & DENTAL INSUR-PARKS	FEB 2013 INS PREMIUM	34.84	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101005119.000	HEALTH & DENTAL INSUR-PARKS	FEB MED INS	2082.17	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101005119.000	HEALTH & DENTAL INSUR-PARKS	FEB MED INS	2082.17	0	02/01/2013	Approved
//	39949	PAYROLL	101005120.000	FICA/MEDICARE PARKS	FICA	707.99	0	01/17/2013	Approved
//	40048	PAYROLL	101005120.000	FICA/MEDICARE PARKS	FICA	721.72	0	01/29/2013	Approved
//	39949	PAYROLL	101005121.000	PERF	PERF	1133.60	0	01/17/2013	Approved
//	40048	PAYROLL	101005121.000	PERF	PERF	1155.12	0	01/29/2013	Approved
//	40016	OFFICE 360	101005223.000	OFFICE SUPPLIES	SUPPLIES	48.42	0	01/22/2013	Approved
//	40071	OFFICE 360	101005223.000	OFFICE SUPPLIES	OFFICE SUPPLIES	136.31	0	01/31/2013	Approved
//	40017	WESTFIELD PHARMACY	101005224.000	OPERATING SUPPLIES	FLOWERS	81.00	0	01/22/2013	Approved
//	40104	LOWE'S	101005224.000	OPERATING SUPPLIES	SUPPLIES	29.74	0	02/01/2013	Approved
//	40019	JP MORGAN CHASE	101005224.000	OPERATING SUPPLIES	DEC STMNT	28.68	0	01/24/2013	Approved
//	40055	IPRA CONFERENCE	101005334.000	PARKS-TRAVEL/TRAINING	STATE CONF	10.00	0	01/29/2013	Approved
//	40019	JP MORGAN CHASE	101005334.000	PARKS-TRAVEL/TRAINING	DEC STMNT	32.00	0	01/24/2013	Approved
//	39952	DUKE ENERGY	101005341.000	ELECTRIC	MONTHLY SERVICE	584.08	50545	01/18/2013	Approved
//	40172	DUKE ENERGY	101005341.000	ELECTRIC	MONTHLY SERVICE/ PARKS	18.44	50570	02/05/2013	Approved
//	40189	WESTFIELD PUBLIC WORKS	101005342.000	WATER/SEWER PARKS	MONTHLY SERVICE/ PARKS	162.98	0	02/05/2013	Approved
//	40012	WESTFIELD WINNELSON	101005345.000	EQUIPMENT REPAIR	PARTS	7.53	0	01/22/2013	Approved
//	40077	MID-STATE TRUCK EQUIPMENT	101005345.000	EQUIPMENT REPAIR	CAPELBOW KIT	4.40	0	01/31/2013	Approved
//	40015	INDY PRO AUDIO PRODUCTION	101005347.000	PROMOTIONS	PORTABLE STAGE/ WESTFIELD 4TH	3150.00	0	01/22/2013	Approved
//	40188	MIDWEST SOUND AND PRODUCT	101005347.000	PROMOTIONS	DEP/ 4TH	750.00	0	02/05/2013	Approved
//	40013	NAPA AUTO PARTS	101005360.000	VEHICLE REPAIR - PARKS	PARTS	110.89	0	01/22/2013	Approved
//	40104	LOWE'S	101005472.000	EQUIPMENT - PARKS	SUPPLIES	28.46	0	02/01/2013	Approved
//	40011	GORDON PLUMBING	101005476.000	EQUIPMENT LEASES - PARKS	PORTABLES	80.00	0	01/22/2013	Approved
//	40056	GORDON PLUMBING	101005476.000	EQUIPMENT LEASES - PARKS	PORTABLE/ RENTALS	80.00	0	01/29/2013	Approved
** Subtotal **						32333.16			
** DEPARTMENT TOTAL		101006							
//	40019	JP MORGAN CHASE	101006226.000	VEHICLE GAS/SUPPLIES	DEC STMNT	14.56	0	01/24/2013	Approved
//	40019	JP MORGAN CHASE	101006334.000	TRAVEL/TRAINING/SEMINAR S -- ECO DEV	DEC STMNT	25.00	0	01/24/2013	Approved

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//	40019	JP MORGAN CHASE	101006347.000	PROMOTION -- ECO DEV	DEC STMNT	42.96	0	01/24/2013	Approved
** Subtotal **						82.52			
** DEPARTMENT TOTAL		101007							
//	40035	DAVIS VISION	101007119.000	HEALTH/DENTAL- IT	FEB 2013 INS PREMIUM	65.98	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101007119.000	HEALTH/DENTAL- IT	FEB MED INS	4103.09	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101007119.000	HEALTH/DENTAL- IT	FEB MED INS	4103.09	0	02/01/2013	Approved
//	40019	JP MORGAN CHASE	101007223.000	OFFICE SUPPLIES - IT	DEC STMNT	27.46	0	01/24/2013	Approved
//	40190	SAM RIVARD	101007224.000	OPERATING SUPPLIES - IT	REIMBURSE/ EQUIP	11.23	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	101007226.000	VEHICLE-GAS	DEC STMNT	68.78	0	01/24/2013	Approved
//	40019	JP MORGAN CHASE	101007334.000	TRAVEL/TRAINING - IT	DEC STMNT	4.00	0	01/24/2013	Approved
//	39992	VAN AUDALL & FARRAR	101007337.000	I.T - PRINTING	PRINTER/ LEASES	1333.03	0	01/22/2013	Approved
//	40066	US BANK	101007337.000	I.T - PRINTING	COPIERS/ PRINTERS	1315.74	0	01/30/2013	Approved
//	40019	JP MORGAN CHASE	101007347.000	PROMOTION	DEC STMNT	19.98	0	01/24/2013	Approved
//	40037	HHPA	101007349.000	SERVICES CONTRACTURAL -IT	BANDWIDTH	911.25	0	01/28/2013	Approved
//	40067	EGOV STRATEGIES	101007349.000	SERVICES CONTRACTURAL -IT	SUPPORT, MAINT	7254.39	0	01/30/2013	Approved
//	40082	FINLEY & COOK, PLLC	101007349.000	SERVICES CONTRACTURAL -IT	SERVICE RENDERED THRU 010413	175.00	0	01/31/2013	Approved
//	40084	HHPA	101007350.000	SUBSCRIPTIONS/DUES/MEMBERSHIP -IT	TOB ANNUAL DUES	20850.00	0	01/31/2013	Approved
//	39987	THINK TANK SOFTWARE DEV	101007389.000	SOFTWARE LICENSING -IT	FULL GUARD/ 1 YR RENEWAL	1269.00	0	01/18/2013	Approved
//	40019	JP MORGAN CHASE	101007389.000	SOFTWARE LICENSING -IT	DEC STMNT	2500.00	0	01/24/2013	Approved
//	39936	GOVCONNECTION	101007451.000	COMPUTER/EQUIP -IT	RPM 64MB CACHE	2190.00	0	01/16/2013	Approved
//	39956	GOVCONNECTION	101007451.000	COMPUTER/EQUIP -IT	EQUIP	1692.00	0	01/18/2013	Approved
//	40064	GOVCONNECTION	101007451.000	COMPUTER/EQUIP -IT	EQUIP	620.00	0	01/30/2013	Approved
//	40090	GOVCONNECTION	101007451.000	COMPUTER/EQUIP -IT	EQUIP	1275.29	0	02/01/2013	Approved
//	40193	GOVCONNECTION	101007451.000	COMPUTER/EQUIP -IT	KEYBOARD/ BATTERIES /IPADS	4037.97	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	101007451.000	COMPUTER/EQUIP -IT	DEC STMNT	273.93	0	01/24/2013	Approved
** Subtotal **						54101.21			
** DEPARTMENT TOTAL		101008							
//	40035	DAVIS VISION	101008119.000	HEALTH/DENTAL	FEB 2013 INS PREMIUM	59.12	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101008119.000	HEALTH/DENTAL	FEB MED INS	3705.04	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101008119.000	HEALTH/DENTAL	FEB MED INS	3705.04	0	02/01/2013	Approved
//	40080	STAPLES CONTRACT & COMMER	101008223.000	CT - OFFICE SUPPLIES	OFFICE SUPPLIES	350.82	0	01/31/2013	Approved

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//	39988	PAYROLL	101008331.000	CT - ADMN CONSULTING	ADP CHARGES	1948.77	0	01/18/2013	Approved
//	40041	PAYROLL	101008331.000	CT - ADMN CONSULTING	ADP CHARGES	728.31	0	01/28/2013	Approved
//	40019	JP MORGAN CHASE	101008347.000	CT - PROMOTION	DEC STMNT	202.12	0	01/24/2013	Approved
//	39985	O.W. KROHN & ASSOCIATES	101008349.000	CT- CONTRACTURAL SERVICES	FINANCIAL SERVICE	1088.75	0	01/18/2013	Approved
//	39954	ILMCT	101008350.000	CT-SUB/DUES/MEMBERSHIP S	ANNUAL DUES	365.00	0	01/18/2013	Approved
** Subtotal **						12152.97			
** DEPARTMENT TOTAL		101009							
//	40035	DAVIS VISION	101009119.000	MAYOR - HEALTH./DENTAL	FEB 2013 INS PREMIUM	12.14	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101009119.000	MAYOR - HEALTH./DENTAL	FEB MED INS	704.26	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	101009119.000	MAYOR - HEALTH./DENTAL	FEB MED INS	704.26	0	02/01/2013	Approved
//	40019	JP MORGAN CHASE	101009334.000	MAYOR-TRAVEL/TRAINING/S EMINARS	DEC STMNT	194.00	0	01/24/2013	Approved
//	40001	WESTFIELD PHARMACY	101009347.000	MAYOR - PROMOTION	FLOWERS	40.50	0	01/22/2013	Approved
//	40019	JP MORGAN CHASE	101009347.000	MAYOR - PROMOTION	DEC STMNT	217.84	0	01/24/2013	Approved
** Subtotal **						1873.00			
** DEPARTMENT TOTAL		101010							
//	40083	CAVE & COMPANY PRINTING	101010224.000	OPERATING SUPPLIES - CC	BUSINESS CARD LAYOUT	56.20	0	01/31/2013	Approved
//	40001	WESTFIELD PHARMACY	101010347.000	PROMOTION - CC	FLOWERS	40.50	0	01/22/2013	Approved
//	40003	BMI GENERAL LICENSING	101010347.000	PROMOTION - CC	ANNUAL FEE	327.00	50550	01/22/2013	Approved
//	40021	CINDY OLSON	101010347.000	PROMOTION - CC	REIMBURSE/ DONUTS/MEETING	11.05	0	01/24/2013	Approved
//	40074	IMAGERY, LLC	101010347.000	PROMOTION - CC	AWARD	78.12	0	01/31/2013	Approved
//	40120	WESTFIELD CHAMBER OF COMM	101010347.000	PROMOTION - CC	EVENT FEE 01/17/13	45.00	0	02/04/2013	Approved
//	40019	JP MORGAN CHASE	101010347.000	PROMOTION - CC	DEC STMNT	5.99	0	01/24/2013	Approved
** Subtotal **						563.86			
** DEPARTMENT TOTAL		201001							
//	39949	PAYROLL	201001115.000	SALARY MVH	SAL	7001.31	0	01/17/2013	Approved
//	40048	PAYROLL	201001115.000	SALARY MVH	SAL	7133.30	0	01/29/2013	Approved
//	39949	PAYROLL	201001120.000	SOCIAL SECURITY & MEDICARE-MVH	FICA	535.63	0	01/17/2013	Approved
//	40048	PAYROLL	201001120.000	SOCIAL SECURITY & MEDICARE-MVH	FICA	545.68	0	01/29/2013	Approved
//	39949	PAYROLL	201001121.000	P.E.R.F.-MVH	PERF	840.16	0	01/17/2013	Approved
//	40048	PAYROLL	201001121.000	P.E.R.F.-MVH	PERF	856.00	0	01/29/2013	Approved
//	40010	TRACTOR SUPPLY COMPANY	201001226.000	VEHICLE GAS/SUPPLIES MVH	SUPPLIES	95.89	0	01/22/2013	Approved

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//	40013	NAPA AUTO PARTS	201001226.000	VEHICLE GAS/SUPPLIES MVH	PARTS	14.37	0	01/22/2013	Approved
//	40020	MENARDS	201001226.000	VEHICLE GAS/SUPPLIES MVH	SUPPLIES	111.62	0	01/24/2013	Approved
//	40103	TRACTOR SUPPLY COMPANY	201001226.000	VEHICLE GAS/SUPPLIES MVH	SUPPLIES	80.90	0	02/01/2013	Approved
//	40175	SHERWIN-WILLIAMS	201001226.000	VEHICLE GAS/SUPPLIES MVH	PAINT	74.05	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	201001226.000	VEHICLE GAS/SUPPLIES MVH	DEC STMNT	9399.24	0	01/24/2013	Approved
//	40000	MILESTONE CONTRACTORS	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	SURFACE	350.77	0	01/22/2013	Approved
//	40079	BUILDER'S CONCRETE & SUPP	201001231.000	GRAVEL, SAND, SALT,ETC.-MVH	QUICK SET	417.00	0	01/31/2013	Approved
//	39952	DUKE ENERGY	201001341.000	ELECTRICITY-MVH	MONTHLY SERVICE	1432.78	50545	01/18/2013	Approved
//	40106	INDIANAPOLIS METROPOLITAN	201001349.000	SERVICES CONTRACTUAL-MVH	PLANNING	9834.00	0	02/01/2013	Approved
** Subtotal **						38722.70			
** DEPARTMENT TOTAL		202001							
//	40105	MIDWESTERN ELECTRIC	202001349.000	SERVICES CONTRACTUAL-LR&S	LABOR, MATERIAL	706.25	0	02/01/2013	Approved
//	39998	WAITT LAWN & PET	202001472.000	LR & S EQUIPMENT	EQUIP	14.03	0	01/22/2013	Approved
//	40070	MACDONALD MACHINERY CO.	202001472.000	LR & S EQUIPMENT	FUEL PUMP	295.05	0	01/31/2013	Approved
//	40104	LOWE'S	202001472.000	LR & S EQUIPMENT	SUPPLIES	349.09	0	02/01/2013	Approved
//	40176	QUALITY TRUCK & TRAILER	202001472.000	LR & S EQUIPMENT	BATTERY	1017.98	0	02/05/2013	Approved
//	40177	STELLO PRODUCTS INC	202001472.000	LR & S EQUIPMENT	SIGNS	47.30	0	02/05/2013	Approved
** Subtotal **						2429.70			
** DEPARTMENT TOTAL		203001							
//	39949	PAYROLL	203001114.000	FIRE SALARY	SALK	167765.87	0	01/17/2013	Approved
//	40048	PAYROLL	203001114.000	FIRE SALARY	SAL	163020.42	0	01/29/2013	Approved
//	40035	DAVIS VISION	203001119.000	HEALTH & DENTAL	FEB 2013 INS PREMIUM	740.04	50552	01/25/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	203001119.000	HEALTH & DENTAL	FEB MED INS	50686.97	50559	02/01/2013	Approved
//	40095	ADVANTAGE HMO HEALTH PLANS	203001119.000	HEALTH & DENTAL	FEB MED INS	50686.97	0	02/01/2013	Approved
//	39949	PAYROLL	203001120.000	FICA & MEDICARE	FICA	12325.19	0	01/17/2013	Approved
//	40048	PAYROLL	203001120.000	FICA & MEDICARE	FICA	11970.47	0	01/29/2013	Approved
//	39949	PAYROLL	203001121.000	PERF	PERF	32158.46	0	01/17/2013	Approved
//	40048	PAYROLL	203001121.000	PERF	PERF	31741.31	0	01/29/2013	Approved
//	39964	STAPLES CONTRACT & COMMER	203001223.000	OFFICE SUPPLIES	SUPPLIES	24.15	0	01/18/2013	Approved
//	39978	WAL-MART COMMUNITY	203001223.000	OFFICE SUPPLIES	SUPPLIES	46.43	0	01/18/2013	Approved
//	40132	STAPLES CONTRACT & COMMER	203001223.000	OFFICE SUPPLIES	OFFICE SUPPLIES	241.24	0	02/04/2013	Approved
//	40135	BOYCE FORMS/SYSTEMS	203001223.000	OFFICE SUPPLIES	INSPECTION FORMS	156.62	0	02/04/2013	Approved

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//	40165	WAL-MART COMMUNITY	203001223.000	OFFICE SUPPLIES	SUPPLIES	17.11	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	203001223.000	OFFICE SUPPLIES	DEC STMNT	52.46	0	01/24/2013	Approved
//	40122	EASTMAN PRODUCTS	203001224.000	FIRE/OPERATING SUPPLIES	BATTERY	40.05	0	02/04/2013	Approved
//	40131	BATTERIES PLUS	203001224.000	FIRE/OPERATING SUPPLIES	BATTERIES	76.99	0	02/04/2013	Approved
//	40133	BATTERIES PLUS	203001224.000	FIRE/OPERATING SUPPLIES	BATTERIES	100.80	0	02/04/2013	Approved
//	40019	JP MORGAN CHASE	203001224.000	FIRE/OPERATING SUPPLIES	DEC STMNT	949.40	0	01/24/2013	Approved
//	40019	JP MORGAN CHASE	203001226.000	VEHICLE-GAS AND SUPPLIES	DEC STMNT	5483.48	0	01/24/2013	Approved
//	39972	WITMER PUBLIC SAFETY GROU	203001229.000	UNIFORMS-FIRE	GLOVES	139.75	0	01/18/2013	Approved
//	40148	BEHIND THE SEAMS	203001229.000	UNIFORMS-FIRE	REPAIRED SAFETY VEST	25.00	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	203001229.000	UNIFORMS-FIRE	DEC STMNT	22.87	0	01/24/2013	Approved
//	39955	VECTREN ENERGY DELIVERY	203001328.000	GAS/HEAT	MONTHLY SERVICE	479.90	50546	01/18/2013	Approved
//	39963	INDIANA PAGING NETWORK	203001332.000	CELLULAR/PAGERS/MOBILE	PAGING SERVICE	15.55	0	01/18/2013	Approved
//	40126	UPS	203001333.000	FIRE-POSTAGE	01/03 SHIPPING	21.46	0	02/04/2013	Approved
//	40111	JONES AND BARTLETT PUBLIS	203001334.000	TRAVEL/TRAINING/SEMINAR	EVENTS MEDICAL SERVICES	57.54	0	02/04/2013	Approved
//	40137	PAGE, WOLFBERG & WIRTH	203001334.000	TRAVEL/TRAINING/SEMINAR	HIPAA	129.00	0	02/04/2013	Approved
//	40140	INDIANA FIRE INSTRUCTORS	203001334.000	TRAVEL/TRAINING/SEMINAR	MEMBERSHIP DUES 2013	80.00	0	02/04/2013	Approved
//	40019	JP MORGAN CHASE	203001334.000	TRAVEL/TRAINING/SEMINAR	DEC STMNT	1699.95	0	01/24/2013	Approved
//	40097	FRONTIER	203001335.000	TELEPHONE	01/20/13 BILLING	62.10	50560	02/01/2013	Approved
//	39952	DUKE ENERGY	203001341.000	ELECTRIC	MONTHLY SERVICE	3185.69	50545	01/18/2013	Approved
//	40173	DUKE ENERGY	203001341.000	ELECTRIC	MONTHLY SERVICE/ TRAINING	619.76	50571	02/05/2013	Approved
//	40057	CITIZENS WATER	203001342.000	WATER/SEWER	MONTHLY SERVICE/ TRAINING	12.25	50554	01/29/2013	Approved
//	40088	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE	78.27	0	02/01/2013	Approved
//	40167	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE	200.85	50565	02/05/2013	Approved
//	40169	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE/ ST 82	253.67	50567	02/05/2013	Approved
//	40171	WESTFIELD PUBLIC WORKS	203001342.000	WATER/SEWER	MONTHLY SERVICE/ ST 83	395.13	50569	02/05/2013	Approved
//	39968	ENVIRO-MAX INC.	203001343.000	BUILDING MAINTENANCE	PREVENT MAINT	528.00	0	01/18/2013	Approved
//	40123	THE OVERHEAD DOOR CO.	203001343.000	BUILDING MAINTENANCE	LAMP	93.20	0	02/04/2013	Approved
//	40125	HSBC BUSINESS SOLUTIONS	203001343.000	BUILDING MAINTENANCE	01/04/ PATS	85.65	0	02/04/2013	Approved
//	40151	ENVIRO-MAX INC.	203001343.000	BUILDING MAINTENANCE	BOILER PUMP REPAIR	446.45	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	203001343.000	BUILDING MAINTENANCE	DEC STMNT	162.32	0	01/24/2013	Approved
//	39980	TROPHY AWARDS	203001347.000	PROMOTION- FIRE	AWARD	96.03	0	01/18/2013	Approved
//	39970	AMK SERVICES	203001349.000	CONTRACTUAL SERVICES	RETUNED RADIO	40.00	0	01/18/2013	Approved
//	39958	COMCAST CABLE	203001350.000	FIRE-SUB/DUES/MEMBERSHI	CABLE	92.42	50547	01/18/2013	Approved
//	39967	INDIANA NEWSPAPERS	203001350.000	FIRE-SUB/DUES/MEMBERSHI	SUBSCRIPT	24.50	0	01/18/2013	Approved

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//	40128	INTERNATIONAL ASSOC OF	203001350.000	FIRE-SUB/DUES/MEMBERSHIP	MEMBERSHIP RENEWAL	229.00	0	02/04/2013	Approved
//	39960	CUSTOM TRUCK & AUTO	203001360.000	VEHICLE MAINTENANCE	PARTS, REPAIRS	491.52	0	01/18/2013	Approved
//	39962	COLLISION CURE INDY	203001360.000	VEHICLE MAINTENANCE	PARTS, REPAIRS	673.01	0	01/18/2013	Approved
//	39965	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	PARTS	44.74	0	01/18/2013	Approved
//	39966	CHAPMAN ELECTRIC SUPPLY,	203001360.000	VEHICLE MAINTENANCE	MULTI VOLT TIME CLOCK	84.33	0	01/18/2013	Approved
//	39969	KAHLO JEEP	203001360.000	VEHICLE MAINTENANCE	PARTS	184.52	0	01/18/2013	Approved
//	39971	NAPA AUTO PARTS	203001360.000	VEHICLE MAINTENANCE	PARTS	120.21	0	01/18/2013	Approved
//	39975	FASTENAL	203001360.000	VEHICLE MAINTENANCE	LENEX BULK PKG	125.19	0	01/18/2013	Approved
//	39976	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	PARTS	122.60	0	01/18/2013	Approved
//	40124	DON HINDS FORD, INC.	203001360.000	VEHICLE MAINTENANCE	REPLACE CONNECTOR	360.65	0	02/04/2013	Approved
//	40127	DONLEY SAFETY	203001360.000	VEHICLE MAINTENANCE	PARTS	67.51	0	02/04/2013	Approved
//	40129	INDY TRUCK SALES	203001360.000	VEHICLE MAINTENANCE	PARTS	163.68	0	02/04/2013	Approved
//	40134	CUSTOM TRUCK & AUTO	203001360.000	VEHICLE MAINTENANCE	03 CHEVY REPAIR	1079.79	0	02/04/2013	Approved
//	40136	GOSHEN COACH	203001360.000	VEHICLE MAINTENANCE	RUBBER CAP	382.25	0	02/04/2013	Approved
//	40138	STOOPS FREIGHTLINER	203001360.000	VEHICLE MAINTENANCE	CORE	78.86	0	02/04/2013	Approved
//	40019	JP MORGAN CHASE	203001360.000	VEHICLE MAINTENANCE	DEC STMNT	892.00	0	01/24/2013	Approved
//	39959	RUNYON EQUIPMENT	203001472.000	EQUIPMENT	EQUIP	398.52	0	01/18/2013	Approved
//	39977	SAFETY TECH. INC	203001472.000	EQUIPMENT	SWAPPED SCBA VALVES/ 6 TANKS	80.00	0	01/18/2013	Approved
//	40121	RUNYON EQUIPMENT	203001472.000	EQUIPMENT	SERVICE TRIGGER BEAK	398.52	0	02/04/2013	Approved
//	40149	HOOSIER FIRE EQUIPMENT	203001472.000	EQUIPMENT	EQUIP	64.90	0	02/05/2013	Approved
//	40019	JP MORGAN CHASE	203001472.000	EQUIPMENT	DEC STMNT	233.07	0	01/24/2013	Approved
** Subtotal **						543606.61			
** DEPARTMENT TOTAL		204001							
//	39990	CONSTRUCTION WASTE	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	STRUCTURE/ DEMO/ PARK, JERSEY ST	14900.00	0	01/18/2013	Approved
//	40014	GRETA PETERSON	204001349.000	PARKS & REC-SERVICES CONTRACTUAL	ADJ/ BIKE LOOP DESIGN	262.50	0	01/22/2013	Approved
//	40036	ACTIVE NETWORK	204001472.000	EQUIPMENT PURCHASES	IPAD	265.00	0	01/28/2013	Approved
** Subtotal **						15427.50			
** DEPARTMENT TOTAL		239001							
//	39997	KIESLER'S POLICE SUPPLY	239001334.000	TRAVEL/TRAINING/SEMINAR S LAW ENF.CON.ED	TRAINING SUPPLIES	9441.60	0	01/22/2013	Approved
** Subtotal **						9441.60			
** DEPARTMENT TOTAL		241001							
//	40019	JP MORGAN CHASE	241001347.000	POLICE DONATION-PROMOTIONS	DEC STMNT	3239.52	0	01/24/2013	Approved

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** Subtotal **						3239.52			
** DEPARTMENT TOTAL		264001							
//	39986	UNITED CONSULTING ENGINEE	264001349.000	SERVICES CONTRACTUAL-ROAD & STREET IMP.	161 & OAKRIDGE RD INTERSECT/ IMPROV	14472.50	0	01/18/2013	Approved
** Subtotal **						14472.50			
** DEPARTMENT TOTAL		268001							
//	39993	AIRGAS MID AMERICA	268001224.000	EMS- OPERATING SUPPLIES	OXYGEN	85.54	0	01/22/2013	Approved
//	39994	BOUND TREE MEDICAL	268001224.000	EMS- OPERATING SUPPLIES	EMS SUPPLIES	1059.75	0	01/22/2013	Approved
//	40130	AIRGAS MID AMERICA	268001224.000	EMS- OPERATING SUPPLIES	OXYGEN 6 INVS	682.57	0	02/04/2013	Approved
//	40139	BOUND TREE MEDICAL	268001224.000	EMS- OPERATING SUPPLIES	6 INVS MED SUPPLIES	3150.30	0	02/04/2013	Approved
//	40150	VIDACARE CORP	268001224.000	EMS- OPERATING SUPPLIES	NEEDLE SET	2663.55	0	02/05/2013	Approved
//	39989	CIPROMS INC	268001349.000	CONTRACTURAL SERVICES	BILLING	1628.00	0	01/18/2013	Approved
//	40142	DOROTHY BULTEMEIER	268001349.000	CONTRACTURAL SERVICES	PT REFUND	69.89	0	02/05/2013	Approved
//	40143	NANCY DOWDEN	268001349.000	CONTRACTURAL SERVICES	PT REFUND	74.38	0	02/05/2013	Approved
//	40144	MARY HARVILL	268001349.000	CONTRACTURAL SERVICES	PT REFUND	76.60	0	02/05/2013	Approved
//	40145	CAROL KUHN	268001349.000	CONTRACTURAL SERVICES	PT REFUND	84.51	0	02/05/2013	Approved
//	40146	BECKY RINEHART	268001349.000	CONTRACTURAL SERVICES	PT REFUND	597.00	0	02/05/2013	Approved
//	40147	MADONNA SCHAMBER	268001349.000	CONTRACTURAL SERVICES	PT REFUND	73.54	0	02/05/2013	Approved
** Subtotal **						10245.63			
** DEPARTMENT TOTAL		269001							
//	39979	COMCAST CABLE	269001349.000	TRAINING FACILITY CENTER	CABLE	216.90	50548	01/18/2013	Approved
//	40168	COMCAST CABLE	269001349.000	TRAINING FACILITY CENTER	MONTHLY SERVICE/ CABLE	216.90	50566	02/05/2013	Approved
** Subtotal **						433.80			
** DEPARTMENT TOTAL		301001							
//	40081	O.W. KROHN & ASSOCIATES	301001349.000	EASTSIDE T.I.F. SERVICES	DEC 2012 SERVICE CHGS	832.50	0	01/31/2013	Approved
//	40092	BANK OF NEW YORK MELLON	301001349.000	EASTSIDE T.I.F. SERVICES	REDEV TAX INCR 09	304630.00	50557	02/01/2013	Approved
//	40100	RICHARD & REBECCA FITZGER	301001400.000	EAST SIDE TIF LAND PURCHASE	LAND/ MILL STREET	40000.00	50561	02/01/2013	Approved
//	40107	WILLIAM D. / SYLVIA J. KI	301001400.000	EAST SIDE TIF LAND PURCHASE	LAND/ 201 MILL ST	12500.00	0	02/01/2013	Approved
//	40009	LAWYERS TITLE INSURANCE	301001400.000	EAST SIDE TIF LAND PURCHASE	LAND PURCHASE/ JERRY,DENISE JOHNSON	130995.00	0	01/22/2013	Approved
** Subtotal **						488957.50			
** DEPARTMENT TOTAL		308001							
//	40042	FIRST MERCHANTS BANK	308001280.000	BOND 32 DEBT SERVICE	GO BOND 2001	77272.50	50553	01/28/2013	Approved

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** Subtotal **						77272.50			
** DEPARTMENT TOTAL		313001							
/ /	39938	PEERLESS MIDWEST INC	313001349.000	GRNAD PARK SPORTS CAMPUS II	PUMP TEST WEST WELL 1	4800.00	0	01/16/2013	Approved
/ /	40085	CAROLYN ROBINSON	313001349.000	GRNAD PARK SPORTS CAMPUS II	REIMB RELACE PUMP	527.74	0	01/31/2013	Approved
/ /	40086	WILLIAMS CREEK CONSULTING	313001349.000	GRNAD PARK SPORTS CAMPUS II	DEC 2012 SERVICES	3000.00	0	01/31/2013	Approved
/ /	40191	HENKE DEVELOPMENT GROUP	313001349.000	GRNAD PARK SPORTS CAMPUS II	CONSULTING/ SPORTS CAMPUS	25000.00	0	02/05/2013	Approved
/ /	39939	USI CONSULTANTS, INC	313001474.000	2012 COIT BAN CONSTRUCITON	SERVICE THRU 12/01-31/12	6965.00	0	01/16/2013	Approved
** Subtotal **						40292.74			
** DEPARTMENT TOTAL		314001							
/ /	40096	REGIONS	314001474.000	2012 COIT BAN INTEREST	COIT BAN 2012	95939.53	0	02/01/2013	Approved
** Subtotal **						95939.53			
** DEPARTMENT TOTAL		320001							
/ /	39951	LAWYERS TITLE INSURANCE	320001349.000	SOUTH UNION STREETSCAPE	PURCHASE PROPERTY 208 MILLER ST	130995.00	0	01/17/2013	Approved
** Subtotal **						130995.00			
** DEPARTMENT TOTAL		404001							
/ /	40018	BERNARDIN LOCHMUELLER & A	404001349.000	REGIONAL STORM DETENTION	REG DETENTION PERMITTING	12198.59	0	01/22/2013	Approved
** Subtotal **						12198.59			
** DEPARTMENT TOTAL		427001							
/ /	39957	ON-DUTY DEPOT	427001472.000	EQUIPMENT-CCD	EQUIP	880.00	0	01/18/2013	Approved
** Subtotal **						880.00			
** DEPARTMENT TOTAL		511001							
/ /	40102	JAMES LEE	511001349.000	CITY FACADE IMPROVEMENT	FACADE IMPROVEMENT	4325.00	50562	02/01/2013	Approved
** Subtotal **						4325.00			
** DEPARTMENT TOTAL		540001							
/ /	39961	GOVCONNECTION	540001349.000	LIBERTY MUTUAL GRANT FUND- FIRE	EQUIP	1152.00	0	01/18/2013	Approved

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** Subtotal **						1152.00			
** DEPARTMENT TOTAL		646001							
//	40182	FAEGRE BAKER DANIELS	646001349.000	FIBER OPTICS NON REVERTING	NETWORK DISPOSITION	1988.50	0	02/05/2013	Approved
//	40183	INDIANA FIBER NETWORK	646001349.000	FIBER OPTICS NON REVERTING	FIBER	140.00	0	02/05/2013	Approved
//	40184	NORTHERN LIGHTS	646001349.000	FIBER OPTICS NON REVERTING	UTILITY LOCATING SERVICES	935.00	0	02/05/2013	Approved
//	40185	VANTAGE POINT	646001349.000	FIBER OPTICS NON REVERTING	CONSULTING / FIBER/ PROJECT DESIGN	2500.00	0	02/05/2013	Approved
** Subtotal **						5563.50			
** DEPARTMENT TOTAL		701001							
//	39950	PAYROLL	701001110.000	NET SALARIES	NET SAL	285231.64	0	01/17/2013	Approved
//	40049	PAYROLL	701001110.000	NET SALARIES	NET SAL	282593.78	0	01/29/2013	Approved
//	39929	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	01/16/13 FICA	25854.70	0	01/15/2013	Approved
//	40047	HUNTINGTON NATIONAL BANK	701001131.000	EMPLOYERS SHARE OF FICA	01/30 FICA EMPLOYERS	25561.45	0	01/29/2013	Approved
//	39929	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	01/16/13 MED	6046.66	0	01/15/2013	Approved
//	40047	HUNTINGTON NATIONAL BANK	701001132.000	EMPLOYER'S SHARE-MEDICARE	01/30 MED EMPLOYER	5978.08	0	01/29/2013	Approved
//	39933	IN FAMILY & SOCIAL	701001140.000	SUPPORT WITHHOLDING	01/16/13 SUPPORT	3073.14	0	01/15/2013	Approved
//	40052	IN FAMILY & SOCIAL	701001140.000	SUPPORT WITHHOLDING	CHILD SUPPORT	3073.14	0	01/29/2013	Approved
//	39931	FIRE FIGHTERS CREDIT UNIO	701001141.000	UNION DUES	01/16/13 DUES	2088.06	16029	01/15/2013	Approved
//	40054	FIRE FIGHTERS CREDIT UNIO	701001141.000	UNION DUES	UNION DUES	2088.06	16031	01/29/2013	Approved
//	39929	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	01/16/13 FED WITHHOLDING	49059.66	0	01/15/2013	Approved
//	40047	HUNTINGTON NATIONAL BANK	701001921.000	FEDERAL WITHHOLDING	01/30 FED WITHHOLDING	48686.59	0	01/29/2013	Approved
//	39929	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	01/16/13 FICA	31901.22	0	01/15/2013	Approved
//	40047	HUNTINGTON NATIONAL BANK	701001922.000	EMPLOYEE FICA	01/30 FICA	31539.64	0	01/29/2013	Approved
//	39930	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	01/16/13 STATE WITHHOLDING	18072.73	0	01/15/2013	Approved
//	40046	INDIANA DEPT OF REVENUE	701001923.000	STATE WITHHOLDING	01/30 STATE WITHHOLDING	17878.00	0	01/29/2013	Approved
//	39932	POLICE & FIREMEN'S INSUR	701001930.000	INSURANCE DEDUCTIONS	01/16/13 INS PREMIUM	76.80	16030	01/15/2013	Approved
//	40053	POLICE & FIREMEN'S INSUR	701001930.000	INSURANCE DEDUCTIONS	INS	66.80	16032	01/29/2013	Approved
//	40069	AFLAC	701001930.000	INSURANCE DEDUCTIONS	FEB 2013 INS PREMIUM	7948.02	16033	01/30/2013	Approved
//	40094	ADVANTAGE HMO HEALTH PLAN	701001930.000	INSURANCE DEDUCTIONS	FEB MED INS	26270.44	16034	02/01/2013	Approved
//	39934	AUL RETIREMENT SERVICES	701001931.000	PEBSKO-DEFERRED COMP.	01/16/13 LOAN PMT	15097.61	0	01/15/2013	Approved
//	40050	AUL RETIREMENT SERVICES	701001931.000	PEBSKO-DEFERRED COMP.	LOAN/ BATCH 298	3113.34	0	01/29/2013	Approved
//	40051	AUL RETIREMENT SERVICES	701001931.000	PEBSKO-DEFERRED COMP.	RETIREMENT/ BATCH 297	10976.63	0	01/29/2013	Approved
** Subtotal **						902276.19			

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 02/05/13-Sewer Utility:FEB SEWER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number	Invoice Date	Invoice Number	Fund Name	No Due Pay	Due Date
Account Code : Sewer Utility													
	625.61 - Sewer - Plant	HYDROMATIC PARTS	0	/ /	BBC Pump &	3170.40	0.00	20072	/ /	30015085		N	/ /
	636.62 - Sewer Gallon	DEC BILLING	0	/ /	Carmel Utilities	47029.06	0.00	20073	/ /	01/02		N	/ /
	615.61 - Sewer - Power for	MONTHLY SERVICE	26616	01/18/13	DUKE ENERGY	18666.35	0.00	20076	/ /			N	/ /
	615.61 - Sewer - Power for	MONTHLY SERVICE	26616	01/18/13	DUKE ENERGY	4657.90	0.00	20076	/ /			N	/ /
	667.633 - Sewer - Utilities	MONTHLY SERVICE	26616	01/18/13	DUKE ENERGY	1372.57	0.00	20076	/ /			N	/ /
	620.61 - Sewer Materials &PORT		0	/ /	E J Prescott	6572.70	0.00	20079	/ /	4626881		N	/ /
	635.63 - Sewer -	TEMP HIRE	0	/ /	OFFICE TEAM	364.84	0.00	20081	/ /	37072802		N	/ /
	667.644 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	258.53	0.00	20082	/ /	0820732648		N	/ /
	667.636 - Billing Supplies	UTILITY BILLING	0	/ /	WORRELL	15.00	0.00	20083	/ /	0233795		N	/ /
	650.63 - Sewer -	PARTS	0	/ /	CUSTOM TRUCK AND	1032.21	0.00	20084	/ /	17017		N	/ /
	620.61 - Sewer Materials &SUPPLIES		0	/ /	KROGER	92.81	0.00	20085	/ /	1-26		N	/ /
	635.63 - Sewer -	BILLING	0	/ /	Hasler Inc	131.25	0.00	20086	/ /	16434059		N	/ /
	635.63 - Sewer -	POSTAGE	0	/ /	PITNEY BOWES	90.00	0.00	20087	/ /	371283		N	/ /
	635.62 - Contractual Servi	LAB TESTING	0	/ /	CLAY TOWNSHIP	800.00	0.00	20088	/ /	1073		N	/ /
	667.644 - Uniforms	SUPPLIES	0	/ /	Tractor Supply	94.99	0.00	20089	/ /			N	/ /
	620.61 - Sewer Materials &SUPPLIES		0	/ /	Tractor Supply	160.51	0.00	20089	/ /			N	/ /
	620.62 - Materials and	SUPPLIES	0	/ /	Tractor Supply	16.24	0.00	20089	/ /			N	/ /
	631.62 - Contractual	SERVICES	0	/ /	ANDERSON	279.00	0.00	20090	/ /	1-10		N	/ /
	618.62 - Chemicals	ALUM SULFATE	0	/ /	GENERAL CHEMICAL	4538.03	0.00	20091	/ /	90538462		N	/ /
	650.63 - Sewer -	PARTS	0	/ /	NAPA	72.21	0.00	20100	/ /			N	/ /
	655.63 - Sewer - Insurance	FEB 2013 INS PREMIUM	26617	01/25/13	DAVIS VISION	164.33	0.00	20105	/ /	503856		N	/ /
	605.64 - Stormwater Con	REPAIR SUMP LINE	0	/ /	Daystar Directional	550.00	0.00	20106	/ /	3868		N	/ /
	605.64 - Stormwater Con	SUMP LINE REPAIRS	0	/ /	Daystar Directional	950.00	0.00	20107	/ /	3867		N	/ /
	635.63 - Sewer -	LOCATES	0	/ /	USIC LOCATING	4617.63	0.00	20108	/ /	1233811149		N	/ /
	620.62 - Materials and	MAINT SUPPORT	0	/ /	SUPERIOR	5705.10	0.00	20110	/ /	1579		N	/ /
	667.631 - Sewer -	LINE/ POWERSHARE	26618	01/28/13	FRONTIER	296.78	0.00	20112	/ /			N	/ /
	620.61 - Sewer Materials &PIT SINGLE, DUAL PORT		0	/ /	E J Prescott	3055.80	0.00	20113	/ /	4629177		N	/ /
	635.63 - Sewer -	DEC TRASH SERVICE	26619	01/28/13	RAY'S TRASH	106502.27	0.00	20116	/ /			N	/ /
	620.61 - Sewer Materials &PIT SINGLE PORT TC		0	/ /	E J Prescott	4641.00	0.00	20121	/ /	4632630		N	/ /
	650.63 - Sewer -	SPRING TRIP	0	/ /	MID-STATE TRUCK	41.90	0.00	20122	/ /	70573		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 02/05/13-Sewer Utility:FEB SEWER

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Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number Date	Invoice Number	Fund Name	No Due Pay Date
	667.634 - Sewer - Office	OFFICE SUPPLIES	0	//	STAPLES BUSINESS	79.06	0.00	20123 //	8024342154		N //
	625.61 - Sewer - Plant	PARTS	0	//	BBC Pump &	7531.20	0.00	20124 //	30015084		N //
	625.61 - Sewer - Plant	VOLTAGE RELAY	0	//	KIRBY RISK	321.85	0.00	20125 //	S106697526.0		N //
	620.62 - Materials and	LAMPS	0	//	Ironbrook Partners	9004.00	0.00	20126 //	6060		N //
	635.63 - Sewer -	MONITORING SERV 2013	0	//	USAUTOMATIC FIRE	420.00	0.00	20127 //	RMBM1575-06		N //
	635.63 - Sewer -	12/12 SHIPPING	0	//	THE UPS STORE	28.12	0.00	20128 //	12/31		N //
	675.63 - Sewer -	REIMB CDL LICENSE	0	//	ANDREW REED	30.00	0.00	20129 //	REIMB		N //
	620.61 - Sewer Materials &	FILTERS	0	//	ACE-PAK PRODUCTS	512.00	0.00	20130 //	A3535		N //
	611.62 - Sewer-Sludge	EPA REPORTING	0	//	Merrell Bros	300.00	0.00	20131 //	15111		N //
	675.63 - Sewer -	THERMOSTAT/ GASKET	0	//	Roudebush Equipment	63.00	0.00	20136 //			N //
	675.63 - Sewer -	MEMBERSHIP DUES	0	//	American Public Works	284.00	0.00	20152 //	ID 639656		N //
	620.61 - Sewer Materials &	PAINT SUPPLIES	0	//	SHERWIN WILLIAMS	92.07	0.00	20153 //	7430-2		N //
	667.644 - Uniforms	UNIFORM PANTS	0	//	Imagery, LLC	2888.44	0.00	20154 //	0017777		N //
	667.634 - Sewer - Office	OFFICE SUPPLIES	0	//	STAPLES BUSINESS	40.97	0.00	20155 //	8024267253		N //
	620.61 - Sewer Materials &	PARTS	0	//	Chapman Electric	620.61	0.00	20156 //	1072302		N //
	635.63 - Sewer -	JET AND VAC	0	//	Fluid Waste Services	866.25	0.00	20157 //	7254 7232		N //
	620.61 - Sewer Materials &	PARTS	0	//	Fastenal	30.93	0.00	20158 //	89968		N //
	620.61 - Sewer Materials &	KEYMARK	0	//	Haley's Lock Safe &	45.00	0.00	20159 //	67104		N //
	635.63 - Sewer -	W/E 01/11	0	//	OFFICE TEAM	335.87	0.00	20160 //	37143677		N //
	635.63 - Sewer -	DEC 2012 SERVICE CHG	0	//	O W Krohn &	8240.00	0.00	20161 //	S10813		N //
	674.62 - Permits and	BASE/FLOW FEE	0	//	IDEM	9200.00	0.00	20162 //	165782		N //
	655.63 - Sewer - Insurance	FEB MED INS	26620	02/01/13	ADVANTAGE HMO	10783.41	0.00	20165 //	2-1-13		N //
	625.61 - Sewer - Plant	EQUIP	0	//	BBC Pump &	7168.41	0.00	20166 //	30015312		N //
	667.631 - Sewer -	01/20/13 BILLING	26621	02/01/13	FRONTIER	191.88	0.00	20169 //	012603-5		N //
	667.644 - Uniforms	SUPPLIES	0	//	Tractor Supply	80.98	0.00	20174 //			N //
	620.61 - Sewer Materials &	SUPPLIES	0	//	Tractor Supply	79.13	0.00	20174 //			N //
	620.62 - Materials and	SUPPLIES	0	//	Lowes	193.05	0.00	20175 //			N //
	620.61 - Sewer Materials &	SUPPLIES	0	//	Lowes	47.69	0.00	20175 //			N //
	620.61 - Sewer Materials &	PAINT	0	//	SHERWIN WILLIAMS	25.98	0.00	20190 //	7814-7		N //
	650.63 - Sewer -	SUPPLIES	0	//	QUALITY TRUCK &	114.87	0.00	20191 //	22458		N //
	675.63 - Sewer -	MEMBERSHIP RENEWAL	0	//	AWWA	892.50	0.00	20192 //	12-29		N //

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 02/05/13-Sewer Utility:FEB SEWER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number	Invoice Date	Invoice Number	Fund Name	No Due Pay	Due Date
	635.63 - Sewer -	TEMP HIRE	0	//	OFFICE TEAM	280.64	0.00	20193	//	37208639		N	//
	635.63 - Sewer -	TELEWISE SEWER LINE	0	//	Fluid Waste Services	740.00	0.00	20194	//	WO7331		N	//
	635.63 - Sewer -	TEMP HIRE	0	//	OFFICE TEAM	330.74	0.00	20195	//	37186527		N	//
	611.62 - Sewer-Sludge	VAC TRUCK	0	//	HERITAGE CRYSTAL	446.70	0.00	20196	//	12360334		N	//
	667.644 - Uniforms	UNIFORMS	0	//	UNIFIRST	129.07	0.00	20197	//	0820737581		N	//
	620.61 - Sewer Materials & PUMP MODEL		0	//	ENVIRONMENTAL	130.00	0.00	20198	//	27712		N	//
	667.634 - Sewer - Office	SUPPLIES	0	//	STAPLES BUSINESS	18.95	0.00	20199	//	8024415837		N	//
	620.61 - Sewer Materials & ICE ATTACK SHAKERS		0	//	ADVANCED TURF	18.00	0.00	20200	//	3406780		N	//
	635.63 - Sewer -	JANITORIAL CLEANING	0	//	BUSY BEE CLEANING	1400.00	0.00	20204	//	20750		N	//
	650.63 - Sewer -	TIRES	0	//	INDY TIRE CENTERS	574.78	0.00	20205	//	10061653		N	//
	101.66 - CIP -- Stormwater	BEECHWOOD	0	//	3 D COMPANY INC	72099.84	0.00	20206	//	1-13		N	//
Account Code Subtotal :						352619.40	0.00						
Total						352619.40	0.00						

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

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Date: 02/05/13 02:54:13 PM

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Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 02/05/13-Water Utility:FEB WATER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number	Invoice Date	Invoice Number	Fund Name	No Due Pay	Due Date
Account Code : Water Utility													
	636.12 - Lab Testing -	COLIFORM	20902	01/18/13	Environmental	106.00	0.00	20101	/ /	2013486		N	/ /
	615.11 - Water- Power for	MONTHLY SERVICE	20903	01/18/13	DUKE ENERGY	29681.45	0.00	20102	/ /			N	/ /
	667.153 - Water - Utilities	MONTHLY SERVICE	20903	01/18/13	DUKE ENERGY	1372.56	0.00	20102	/ /			N	/ /
	620.13 - Water - Material & PORTS		0	/ /	E J Prescott	6572.70	0.00	20107	/ /	4626881		N	/ /
	667.162 - Uniforms	SUPPLIES	0	/ /	Tractor Supply	94.99	0.00	20119	/ /			N	/ /
	620.13 - Water - Material & SUPPLIES		0	/ /	Tractor Supply	20.49	0.00	20119	/ /			N	/ /
	635.15 - Water -	POSTAGE	0	/ /	PITNEY BOWES	90.00	0.00	20120	/ /	371283		N	/ /
	620.13 - Water - Material & SUPPLIES		0	/ /	KROGER	92.81	0.00	20121	/ /	1-26		N	/ /
	631.15 - Water -	HYDROGEOLOGIC	0	/ /	Eagon & Associates	142.50	0.00	20122	/ /	63012201231		N	/ /
	650.15 - Water -	PARTS, MAINT	0	/ /	CUSTOM TRUCK AND	1032.21	0.00	20123	/ /	17017		N	/ /
	667.155 - Billing Supplies	UTILITY BILLING	0	/ /	WORRELL	17.50	0.00	20124	/ /	0233795		N	/ /
	667.162 - Uniforms	UNIFORMS	0	/ /	UNIFIRST	258.54	0.00	20125	/ /	0820732648		N	/ /
	635.15 - Water -	TEMP HIRE	0	/ /	OFFICE TEAM	364.84	0.00	20126	/ /	37072802		N	/ /
	650.15 - Water -	PARTS	0	/ /	NAPA	17.71	0.00	20128	/ /			N	/ /
	667.151 - Water -	MONTHLY SERVICE	20904	01/23/13	AT&T	389.74	0.00	20129	/ /			N	/ /
	655.15 - Water - Insurance	FEB 2013 INS PREMIUM	20905	01/25/13	DAVIS VISION	164.34	0.00	20130	/ /	503856		N	/ /
	635.15 - Water -	LOCATES	0	/ /	USIC LOCATING	4617.62	0.00	20136	/ /	1233811149		N	/ /
	620.13 - Water - Material & PIT SINGLE, DUAL PORT		0	/ /	E J Prescott	3055.80	0.00	20141	/ /	4629177		N	/ /
	620.13 - Water - Material & METER BOTTOM PLATE		0	/ /	E J Prescott	135.00	0.00	20142	/ /	4632301		N	/ /
	636.12 - Lab Testing -	COLIFORM	0	/ /	Environmental	42.00	0.00	20144	/ /	20122990		N	/ /
	620.13 - Water - Material & PIT SINGLE PORT TC		0	/ /	E J Prescott	4641.00	0.00	20147	/ /	4632630		N	/ /
	667.154 - Water - Office	OFFICE SUPPLIES	0	/ /	STAPLES BUSINESS	79.05	0.00	20160	/ /	8024342154		N	/ /
	635.15 - Water -	MONITORING SERV 2013	0	/ /	USAUTOMATIC FIRE	210.00	0.00	20161	/ /	RMBM1575-06		N	/ /
	620.13 - Water - Material & FILTERS		0	/ /	ACE-PAK PRODUCTS	511.99	0.00	20162	/ /	A3535		N	/ /
	618.12 - Water - Chemical	CHLORINE	0	/ /	JONES CHEMICALS,	279.00	0.00	20164	/ /	571135		N	/ /
	620.13 - Water - Material & PUMP SERVICE		0	/ /	Berry Electric	175.00	0.00	20165	/ /	3892		N	/ /
	620.13 - Water - Material & SUPPLIES		0	/ /	Utility Supply Co, Inc.	205.65	0.00	20166	/ /	1083732		N	/ /
	620.12 - Water - Material & FLOW SPOOL KIT		0	/ /	Bastin Logan Water	264.97	0.00	20167	/ /	13398		N	/ /
	675.15 - Water - Misc	MEMBERSHIP RENEWAL	0	/ /	American Public Works	284.00	0.00	20168	/ /	639656		N	/ /
	620.13 - Water - Material & PAINT SUPPLIES		0	/ /	SHERWIN WILLIAMS	92.07	0.00	20169	/ /	7430-2		N	/ /

Accounts Payable Voucher Register

Grouped by Account Code and Vendor

Sorted by Order Entered

For 02/05/13-Water Utility:FEB WATER

Journal Code	Account Number	Description	Check Number	Check Date	Vendor Name	Debit Amount	Credit Amount	APV Invoice Number	Invoice Date	Invoice Number	Fund Name	No Due Pay Date
	667.162 - Uniforms	UNIFORMS	0	//	Imagery, LLC	2888.44	0.00	20170	//	0017777		N //
	667.154 - Water - Office	OFFICE SUPPLIES	0	//	STAPLES BUSINESS	40.96	0.00	20171	//	8024267253		N //
	620.13 - Water - Material & PIPE		0	//	Westfield Winnelson Co	39.92	0.00	20172	//	360839		N //
	620.13 - Water - Material & SKEYMARK		0	//	Haley's Lock Safe &	45.00	0.00	20173	//	67104		N //
	635.15 - Water -	W/E 01/11	0	//	OFFICE TEAM	335.88	0.00	20174	//	37118639		N //
	635.15 - Water -	BUSINESS CARD	0	//	Cave & Company	28.10	0.00	20175	//	11004		N //
	635.15 - Water -	DEC 2012 SERVICE CHG	0	//	O W Krohn &	8395.00	0.00	20176	//	WCT10813		N //
	635.15 - Water -	PWS FEE SVC 10656	0	//	IDEM	10123.20	0.00	20177	//	164592		N //
	655.15 - Water - Insurance	FEB MED INS	20907	02/01/13	ADVANTAGE HMO	10783.40	0.00	20191	//	2-1		N //
	667.151 - Water -	01/20/13 BILLING	20908	02/01/13	FRONTIER	191.89	0.00	20194	//	012603-5		N //
	618.12 - Water - Chemical	HYDROFLUOSILICIC	0	//	PVS NOLWOOD	11147.82	0.00	20197	//	392344		N //
	620.13 - Water - Material & SUPPLIES		0	//	Lowes	47.69	0.00	20198	//			N //
	667.162 - Uniforms	SUPPLIES	0	//	Tractor Supply	80.99	0.00	20199	//			N //
	636.12 - Lab Testing -	COLIFORM	20909	01/18/13	Environmental	516.00	0.00	20202	//	20131490		N //
	620.13 - Water - Material & ICE ATTACK SHAKERS		0	//	ADVANCED TURF	18.00	0.00	20203	//	3406780		N //
	141.10 - Water Accounts	REFUND CR BAL	0	//	TIM GOSSWIELER	1758.04	0.00	20204	//			N //
	667.154 - Water - Office	SUPPLIES	0	//	STAPLES BUSINESS	18.95	0.00	20205	//	8024415837		N //
	618.12 - Water - Chemical	CHLORINE	0	//	BRENNTAG	461.00	0.00	20206	//	BMS368975		N //
	667.162 - Uniforms	UNIFORMS	0	//	UNIFIRST	129.07	0.00	20207	//	0820737581		N //
	675.15 - Water - Misc	MEMBERSHIP FEE	0	//	Indiana Rural Water	350.00	0.00	20208	//	13172		N //
	635.15 - Water -	TEMP HIRE	0	//	OFFICE TEAM	330.75	0.00	20209	//	37164219		N //
	635.15 - Water -	TEMP HIRE	0	//	OFFICE TEAM	280.65	0.00	20210	//	37208639		N //
	675.15 - Water - Misc	MEMBERSHIP RENEWAL	0	//	AWWA	892.50	0.00	20211	//	3-11		N //
	650.15 - Water -	REPAIRS	0	//	QUALITY TRUCK &	114.86	0.00	20212	//	22458		N //
	620.13 - Water - Material & PIPE		0	//	Westfield Winnelson Co	64.31	0.00	20213	//	360965		N //
	620.13 - Water - Material & PAINT		0	//	SHERWIN WILLIAMS	25.98	0.00	20214	//	7814-7		N //
	650.15 - Water -	TIRES	0	//	INDY TIRE CENTERS	575.78	0.00	20226	//	10061653		N //
	635.15 - Water -	JANITORIAL CLEANING	0	//	BUSY BEE CLEANING	1400.00	0.00	20227	//	20750		N //
	667.155 - Billing Supplies	ENVELOPES	0	//	WORRELL	15.00	0.00	20232	//	0234596		N //

Account Code Subtotal :

106110.71 0.00

Total

106110.71 0.00

Westfield City Council January 14, 2012

The Westfield City Council met in regular session Monday January 14, 2013 at the Westfield City Hall. Members present were Jim Ake, John Dippel, Steve Hoover, Bob Horkay, Cindy Spoljaric and Rob Stokes. Also present were Mayor Andy Cook, Deputy Clerk-Treasurer Teresa Skelton and City Attorney Brian Zaiger from Krieg DeVault, LLP.

President Jim Ake called the meeting to order at 7:00 P.M.

After a quorum was determined President Ake announced a change in the agenda. Ordinance 12-14 would be heard first.

Ordinance 12-14: Harmony PUD Ordinance

Council Introduction – April 9, 2012

APC Public Hearing – May 7, 2012

APC Recommendation – December 3, 2012

Adoption Consideration – January 14, 2013

Director of Community and Economic Development Matt Skelton recapped the petition history.

Steve Hoover, John Dippel and Jim Ake explained that through the process this has evolved in to a positive project.

Cindy Spoljaric expressed her concerns that some details could be improved upon although it has come a long way through the process.

Rob Stokes expressed his concerns that this might not be all it could be and therefore he will not be supporting Ordinance 12-14 at this time.

Project Manager Bryan Stumpf was introduced and available for questions.

After some discussion Steve Hoover moved to adopt Ordinance 12-14, the Harmony PUD Ordinance, with the condition that the land uses and development standards applicable to Area B and Area C of the Mixed Use District of the Harmony PUD shall become effective only upon Hamilton County's approval of at least one right in/right out vehicular access to each of the two Areas on 146th Street. This was seconded by John Dippel. Vote: Yes-4; No-2 (Cindy Spoljaric and Rob Stokes). Motion carried.

Approval of Minutes:

December 26, 2012 Special Meeting Minutes

Steve Hoover moved to approve December 26, 2012 meeting minutes as presented and this was seconded by Bob Horkay. Vote: Yes-5; No-0; Abstain-1 (Cindy Spoljaric). Motion carried.

Claims:

John Dippel moved to approve the Claims as presented and this was seconded by Rob Stokes.
Vote: Yes-6; No-0. Motion carried.

Miscellaneous Business/Special Recognition:

Appointments by Mayor

Mayor Cook announced that Chief Todd Burtron is appointed for the year 2013 to the Hamilton County Emergency Advisory Council Member.

Mayor Cook also announced that Jack Hart resigned from the Board of Public Works and Safety. His new appointment is Randy Graham.

Old Business:

Ordinance 13-01: Bond Ordinance for Wastewater Disposition
Council Introduction – December 10, 2012
Adoption Consideration – January 14, 2013

Ordinance 13-02: Bond Ordinance for Water Disposition
Council Introduction – December 10, 2012
Adoption Consideration – January 14, 2013

Chief of Staff Todd Burtron presented both Ordinances 13-01 and 13-02 for consideration.

Rob Stokes moved to approve both Ordinance 13-01 and Ordinance 13-02 as presented and this was seconded by Steve Hoover. Vote: Yes-6; No-0. Motion carried.

Ordinance 12-37: Andover PUD Amendment
City Council Introduction – November 12, 2012
APC Public Hearing – November 19, 2012
APC Recommendation – January 7, 2013
Adoption Consideration – January 14, 2013

Representing Community / Economic Development Ryan Clark was available to answer any questions the Council might have with Ordinance 12-37.

Rob Stokes moved to approve Ordinance 12-37 as presented and this was seconded by Bob Horkay. Vote: Yes-6; No-0. Motion carried.

Resolution 13-100: Fiscal Plan for Merrill Area 100% Voluntary Annexation

Council Introduction – December 10, 2012
Adoption Consideration – January 14, 2013

Ordinance 13-04: Merrill Area 100% Voluntary Annexation
Council Introduction – December 10, 2012
Adoption Consideration – January 14, 2013

Ryan Clark was available for questions from the Council.

Bob Horkay moved to approve Resolution 13-100 and Ordinance 13-04 as presented and this was seconded by Steve Hoover. Vote: Yes-5; No-0; Abstain-1 (John Dippel). Motion carried

Resolution 12-114: Complete Streets Policy
Council Introduction – October 29, 2012
Adoption Consideration – January 14, 2013

Steve moved to approve Resolution 12-114 as presented and this was seconded by John Dippel. Vote: Yes-6; No-0. Motion carried.

New Business:

Resolution 13-103: Repayment of State of Infrastructure (SIB) Loan Adoption Consideration – January 14, 2013

Attorney Brian Zaiger described Resolution 13-103.

Rob Stokes moved to approve Resolution 13-103 as presented and this was seconded by Steve Hoover. Vote: Yes-6; No-0. Motion carried.

Ordinance 13-07: Board of Public Works & Safety Grant of Additional Jurisdiction
Adoption Consideration: January 14, 2012

Brian Zaiger was available to answer any questions the Council might have.

After some discussion the Council decided not to consider Ordinance 13-07 until the February 11, 2013 meeting.

Resolution 13-104: Fiscal Plan for Bridgewater, Parcel G 100% Voluntary Annexation
Adoption Consideration: February 11, 2013

Representing Community / Economic Development Andrew Murray was available for any questions the Council might have.

Ordinance 13-05: Bridgewater, Parcel G 100% Voluntary Annexation

Council Introduction: January 14, 2013

Public Hearing: January 14, 2013

Adoption Consideration: February 11, 2013

President Ake opened the Public Hearing at 7:47 P.M. Hearing no one the Public Hearing was closed at 7:48 P.M.

Both Resolution 13-104 and Ordinance 13-05 will come back before the Council for consideration February 11, 2013.

Ordinance 13-06: Text Amendments to The Bridgewater PUD

Council Introduction – January 14, 2013

APC Public Hearing – February 4, 2013

APC Recommendation – February 19, 2013

Adoption Consideration – February 25, 2013

Representing Community / Economic Development Sara Reed presented Ordinance 13-06 to the Council. She explained that this would go before the APC for a Public Hearing and return with a recommendation to the Council February 25, 2013 for consideration.

Council Comments:

- o Steve Hoover wishes everyone a Happy 2013.
- o Jim Ake expressed his appreciation to Bob Horkay for serving as Council President in 2012.
- o Jim Ake also congratulated the Westfield Washington Schools for their most recent test scores.

Mayor Comments:

Mayor Cook announced that this Thursday will be the regular Westfield Chamber of Commerce membership luncheon. He also announced that John Gifford, of Indiana Connections will be doing a presentation at this week's Chamber luncheon on Public Transit.

He also complimented Police Chief Rush and the Police Department on the High School demonstration of terrorist attacks. This was a realistic mock act with the Police Department playing both sides (Law Enforcement and Terrorists).

Grand Park bids are out for fencing of the complex.

Don Ross was introduced as President of Indiana Soccer. Mr. Ross shared a few words and how excited Indiana Soccer is to be a part of Grand Park and the City of Westfield.

Rob Stokes moved to adjourn and this was seconded by John Dippel. Vote: Yes-6; No-0.
Motion carried.

With no further business the meeting was adjourned at 8:15 P.M.

Deputy Clerk-Treasurer

President

AMENDMENT NO. 1
to
Asset Purchase Agreement
for the Wastewater Utility
By and Among the City of Westfield
and the Public Works Department
Acting By and Through The Board of Public Works
and Citizens Wastewater of Westfield, LLC

This AMENDMENT NO. 1 (this "Amendment") to Asset Purchase Agreement for the Wastewater Utility By and Among the City of Westfield and the Public Works Department Acting by and through The Board of Public Works and Citizens Wastewater of Westfield, LLC, dated as of November 16, 2012 (the "Asset Purchase Agreement"), is entered into by and among the City of Westfield, Indiana (the "City") and the Public Works Department acting by and through the Board of Public Works & Safety (together with the City, "Seller") and Citizens Wastewater of Westfield, LLC (the "Purchaser"), is effective as of the 31st day of January, 2013 (the "Effective Date").

WITNESSETH:

WHEREAS, the Parties previously entered into the Asset Purchase Agreement;

WHEREAS, pursuant to Section 7.15 of the Asset Purchase Agreement, the Purchaser agreed to lease from the City a portion of the Public Works Building for its use in the operations of the System (the "Capital Lease");

WHEREAS, the Parties no longer wish to enter into the Capital Lease;

WHEREAS, one employee of Seller, Robert Lambert (defined as a City Official), has resigned and been replaced with Jeremy Lollar; and

WHEREAS, the Parties desire to amend the Asset Purchase Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

Section 1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

Section 2. **Amendments.** The following amendments shall be made to the Asset Purchase Agreement:

1. The definition of "City Officials" in Article I shall be deleted and replaced in its entirety as follows:

"City Officials" means Seller's Mayor, the Chief of Staff, the Director of the Department, Jeremy Lollar and Randy Higginbotham (with respect to operations), Diana Peyton (with respect to human resources matters) and Derrick Cash (with respect to information technology matters).

2. The definition of "Public Works Building Lease" in Article I and all references thereto shall be deleted.

3. Section 7.15 shall be deleted from the Asset Purchase Agreement.

Section 3. Confirmation of the Asset Purchase Agreement. No other terms or conditions of the Asset Purchase Agreement are modified or amended hereby, and except as expressly amended and modified pursuant to the provisions of this Amendment, the Asset Purchase Agreement shall remain in full force and effect in accordance with its respective terms and conditions.

Section 4. Effectiveness. This Amendment shall be effective as of the Effective Date.

Section 5. Governing Law. The provisions of Section 15.15 of the Asset Purchase Agreement shall be equally applicable to this Amendment.

Section 6. Counterparts; Facsimile Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

"SELLER"

"PURCHASER"

CITY OF WESTFIELD

**CITIZENS WASTEWATER OF
WESTFIELD, LLC**

By: _____
J. Andrew Cook
Mayor

By: _____
Michael Strohl
President

**DEPARTMENT OF PUBLIC WORKS
OF THE CITY OF WESTFIELD
ACTING BY AND THROUGH THE
BOARD OF PUBLIC WORKS &
SAFETY**

By: _____
Todd Burtron
Chief of Staff to the Mayor

AMENDMENT NO. 1
to
Asset Purchase Agreement
for the Water Utilities
By and Among the City of Westfield
and the Public Works Department
Acting By and Through The Board of Public Works
and Citizens Water of Westfield, LLC

This AMENDMENT NO. 1 (this "Amendment") to Asset Purchase Agreement for the Water Utilities By and Among the City of Westfield and the Public Works Department Acting by and through The Board of Public Works and Citizens Water of Westfield, LLC dated as of November 16, 2012 (the "Asset Purchase Agreement"), is entered into by and among the City of Westfield, Indiana (the "City") and the Public Works Department acting by and through the Board of Public Works & Safety (together with the City, "Seller") and Citizens Water of Westfield, LLC (the "Purchaser"), is effective as of the 31st day of January, 2013 (the "Effective Date").

WITNESSETH:

WHEREAS, the Parties previously entered into the Asset Purchase Agreement;

WHEREAS, pursuant to Section 7.14 of the Asset Purchase Agreement, the Purchaser agreed to grant a license to Seller to use the Public Safety Training Academy Property (the "Public Safety Training Academy License");

WHEREAS, the Parties no longer wish to enter into the Public Safety Training Academy License;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller was to convey the Public Safety Training Academy Property to the Purchaser, subject to the Public Safety Training Academy License;

WHEREAS, the Parties no longer wish to have the entire Public Safety Training Academy Property conveyed to the Purchaser, but rather wish to have a portion of that property conveyed to the Purchaser (the "Horseshoe Wellfield Property"), with reciprocal rights and easements between the Parties as to the property;

WHEREAS, pursuant to Section 7.15 of the Asset Purchase Agreement, the Purchaser agreed to lease from the City a portion of the Public Works Building for its use in the operations of the System (the "Capital Lease");

WHEREAS, the Parties no longer wish to enter into the Capital Lease;

WHEREAS, two employees of Seller, Bryan Forkner and Robert Lambert (both defined as City Officials), have resigned and been replaced with Jeremy Lollar and Randy Higginbotham;

WHEREAS, the City's petition before the IURC requesting a waiver and the authority to charge fire protection service fees for customers outside the city at levels above customers inside the city was withdrawn ("Withdrawn Petition"); and

WHEREAS, the Parties desire to amend the Asset Purchase Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

Section 2. Amendments. The following amendments shall be made to the Asset Purchase Agreement:

1. The definition of "City Officials" in Article I shall be deleted and replaced in its entirety as follows:

"**City Officials**" means Seller's Mayor, the Chief of Staff, the Director of the Department, Jeremy Lollar and Randy Higginbotham (with respect to operations), Diana Peyton (with respect to human resources matters) and Derrick Cash (with respect to information technology matters).

2. The following definitions in Article I and all references thereto shall be deleted: "Public Safety Training Academy License" and "Public Works Building Lease."

3. The following definition shall be added in Article I:

"**Horseshoe Wellfield Property**" has the meaning specified in Schedule 4.08-A.

4. The following definition shall be amended in Article I to read in its entirety as follows:

"**Public Safety Training Academy Property**" means the approximately 35-acre parcel of land near the Cherry Tree Water Treatment Plant more particularly depicted on Schedule 4.08-A, based upon a GIS map and subject to an update to reflect the Parties mutual agreement after a survey of the property is conducted, which does not include the Horseshoe Wellfield Property.

5. Section 2.01(a) shall be amended to replace the reference to "Public Safety Training Academy Property" with "Horseshoe Wellfield Property."

6. Section 2.02 shall be amended to add as an Excluded Asset: "(j) the Public Safety Training Academy Property."

7. Section 7.14 shall be deleted and replaced in its entirety as follows:

Section 7.14. Horseshoe Wellfield Property. The Parties agree that prior to Closing, Parcel No. 29-10-12-000-014.000-012, which currently includes both the Public Safety Training Academy Property and the Horseshoe Wellfield Property shall be surveyed in accordance with Section 6.02 so that two separate parcels will be created: the Horseshoe Wellfield Property and the Public Safety Training Academy Property, the approximate boundaries of which are depicted on Schedule 4.08-A, based upon a GIS map and subject to an update to reflect the Parties mutual agreement after a survey of the property is conducted. The Horseshoe Wellfield Property shall be conveyed to Purchaser and considered Real Property and subject to all terms and conditions of this Agreement related to Real Property. Seller shall retain ownership of the Public Safety Training Academy. At Closing, the Parties shall execute an easement agreement in recordable form, subject to reasonable notice and approval requirements and otherwise reasonably acceptable to the Purchaser and Seller, which, in part, shall provide (a) Seller with the right to use the gravel pit pond and access the White River across the Horseshoe Wellfield Property and (b) Purchaser with the right to install and maintain any utilities necessary to operate the System under the Public Safety Training Academy Property and access the Horseshoe Wellfield Property from a public right of way across the Public Safety Training Academy Property (the "Public Safety Parcel Easement Agreement").

8. Section 7.15 shall be deleted from the Asset Purchase Agreement.

9. Sections 13.02 and 13.03 shall be amended to include among the items listed: "A duly executed counterpart of the Public Safety Parcel Easement Agreement."

10. Schedule 4.08(j) shall be amended in its entirety to read as follows:

- j. Horseshoe Wellfield Property – a portion of Property Parcel No. 29-10-12-000-014.000-012, including Wells 14, 15 and 16 (Horseshoe Wellfield), all as more particularly depicted in Schedule 4.08-A attached hereto.

11. Schedule 4.08 shall be amended to include Schedule 4.08-A, which is attached to this Amendment as Schedule 4.08-A.

12. In light of the Withdrawn Petition, the reference to future rates listed in Schedule 7.07 for Public Fire Protection Service Fees Outside City are hereby deleted and the words "Inside City" are deleted.

Section 3. Confirmation of the Asset Purchase Agreement. No other terms or conditions of the Asset Purchase Agreement are modified or amended hereby, and except as

expressly amended and modified pursuant to the provisions of this Amendment, the Asset Purchase Agreement shall remain in full force and effect in accordance with its respective terms and conditions.

Section 4. **Effectiveness.** This Amendment shall be effective as of the Effective Date.

Section 5. **Governing Law.** The provisions of Section 15.15 of the Asset Purchase Agreement shall be equally applicable to this Amendment.

Section 6. **Counterparts; Facsimile Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date.

"SELLER"

CITY OF WESTFIELD

By: _____
J. Andrew Cook
Mayor

"PURCHASER"

**CITIZENS WATER OF
WESTFIELD, LLC**

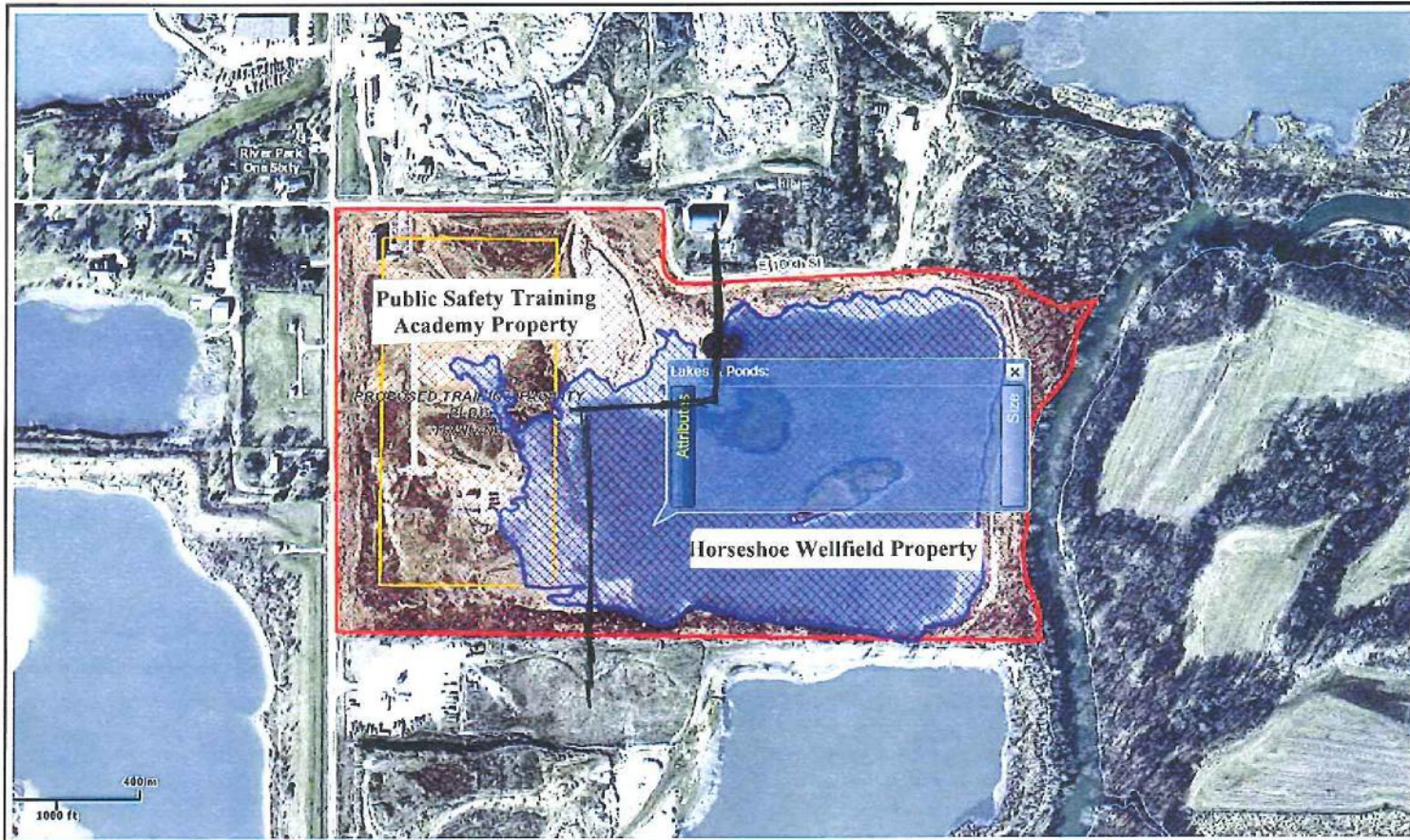
By: _____
Michael Strohl
President

**DEPARTMENT OF PUBLIC WORKS
OF THE CITY OF WESTFIELD
ACTING BY AND THROUGH THE
BOARD OF PUBLIC WORKS &
SAFETY**

By: _____
Todd Burtron
Chief of Staff to the Mayor

SCHEDULE 4.08-A

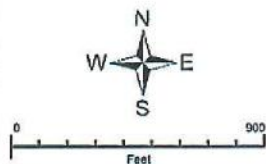
**Boundaries to the Horseshoe Wellfield Property and
The Public Safety Training Academy Property**



TS
2-1-2013

The City of Westfield Public Safety Training Academy Property

Printed: Jan 31, 2013



The information on this web site is provided and hosted by The City of Westfield, Indiana. Continued use of this web site is conditional upon your explicit acceptance of the terms and conditions set forth in this disclaimer document. The data provided herein may be inaccurate and/or out of date. Any person or entity who relies on this data for any purpose whatsoever does so solely at their own risk. Neither The City of Westfield nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind. The City of Westfield may elect to discontinue this service without notice at any point in the future.



RESOLUTION 13-104

A RESOLUTION ADOPTING A FISCAL PLAN FOR THE ANNEXATION OF LANDS DEFINED IN ORDINANCE 13-05

WHEREAS, the City of Westfield (the “City”) desires to annex certain parcels as identified in Exhibit “A” and Exhibit “B” (the “Annexation Area”) into the municipality; and,

WHEREAS, pursuant to IC 36-7-4-3.1 a fiscal plan must be prepared and adopted prior to such annexation; and,

WHEREAS, this fiscal plan, identified as Exhibit “C” (the “Plan”) and attached hereto and made a part hereof, has been prepared and presented to the Council for consideration; and

WHEREAS, the Plan has been reviewed and complies with the requirements of IC 36-4-3-13.

NOW, THEREFORE, BE IT RESOLVED that the Plan attached hereto and made a part hereof is hereby approved and adopted by the Westfield City Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ADOPTED AND PASSED THIS _____ DAY OF _____, 2013, BY THE
WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that RESOLUTION 13-104 was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

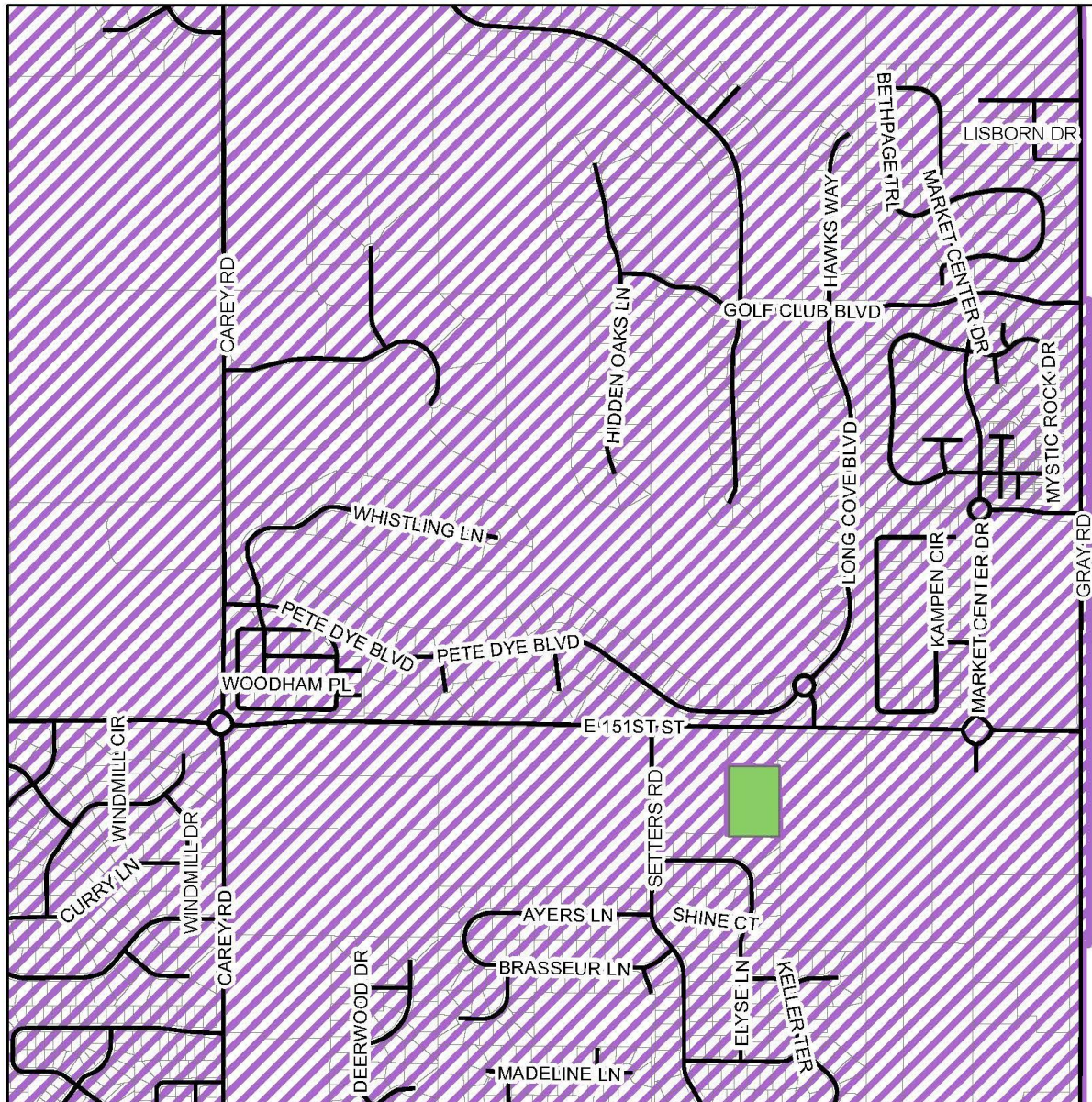
I hereby APPROVE Resolution 13-104
this _____ day of _____, 2013.

J. Andrew Cook, Mayor

I hereby VETO Resolution 13-104
this _____ day of _____, 2013.

J. Andrew Cook, Mayor

Exhibit A: Parcel Location Map



Legend

- Parcel to be Annexed
- Existing City Limits

- Parcels
- Streets

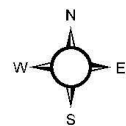


Exhibit “B”
Legal Description of Property to be Annexed

Parcel # 08-10-17-00-00-014.001

Part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence North 89 degrees 52 minutes 47 seconds East along the North line thereof 469.00 feet; thence South 00 degrees 56 minutes 37 seconds East 256.00 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 47 seconds East parallel with the North line of said Quarter Section 332.36 feet; thence South 00 degrees 51 minutes 28 seconds East 407.09 feet; thence South 89 degrees 52 minutes 47 seconds West 331.75 feet; thence North 00 degrees 56 minutes 37 seconds West 407.10 feet to the place of beginning containing 3.103 acres, more or less.

Exhibit “C”
Fiscal Plan



Fiscal Plan for the Voluntary Annexation of Real Estate Contiguous to the City of Westfield, Indiana

**Generally described as the real estate located on the southeast corner of 151st Street and
Setters Road.**

**This Fiscal Plan Supports
Ordinance 13-05**

**This Fiscal Plan is
Exhibit “C”**

**Referenced in
Resolution 13-104**

Introduction

The purpose of this report is to outline the estimated fiscal impact of annexation upon the City of Westfield (the “City”) and ability of the City to provide necessary municipal capital and non-capital services to an area proposed for annexation. The area proposed for annexation that is analyzed in this report is referred to as the “Bridgewater, Parcel G6 Annexation Area” and is generally located on the southeast corner of 151st Street and Setters Road. The annexation is 100% voluntary.

The Indiana Statute (IC 36-4-3-13(d)) governing annexation activity by the City of Westfield requires the preparation of a written fiscal plan and the establishment of an annexation policy, by resolution, as of the date of the annexation ordinance. The fiscal plan is required to present cost estimates and a plan for the extension of municipal services to the area proposed for annexation. Municipal services of a non-capital nature are required to be provided within one (1) year of the effective date of the annexation ordinance to the extent that such services are equivalent in standard and scope to those services already provided within the city limits. Municipal services of a capital improvement nature are required to be provided within three (3) years of the effective date of the annexation ordinance to the extent that such services are equivalent in standard and scope to those services already provided within the city limits.

This report contains an analysis of the revenues and expenditures that will result from the annexation of certain territory by the City. While the City is committed to providing the highest quality service to all areas of the community, the dollar figures presented here are only estimates and are subject to change. Variations may occur depending upon the rate and extent of future development, an increase or decrease in the cost of providing municipal services, or fluctuations in future property assessments.

City of Westfield

Annexation Philosophy and Plan

A. Fiscal Policy of the City

It is appropriate to state that the annexation policies of the City are expected to correspond with the fiscal policies of the City. Therefore, it is the policy of the City of Westfield that annexation(s) should only be undertaken under circumstances which are not adverse to the fiscal interests of the current residents and taxpayers of the City of Westfield.

B. General Philosophy and Plan

The philosophy and plan of the City of Westfield is to annex real estate into its corporate limits in accordance with the terms of Title 36, Article 4, Chapter 3 of the Indiana Code. The adoption of an ordinance authorizing such annexation shall:

1. Provide the residents of the City of Westfield with a broad, stable and growing economic tax base; and,
2. Provide a plan for the quality and quantity of urban development in a coordinated manner; and,
3. Provide for preservation and enhancement of the public's overall health, safety, and welfare, regarding all of the City's residents; and,
4. Allow for the provision of services to the annexed area in a cost effective manner that will not significantly impact existing residents.

C. Further the City Shall:

1. First seek the voluntary annexations of new developments contiguous to the current City boundaries. It is certainly the preference of the City of Westfield to implement annexation action under the most amenable conditions possible. Therefore, in cases where it is practical and possible to achieve consensus, the City prefers to proceed with annexation under the "voluntary" provisions of the statute (IC 36-4-3-5); and,
2. Enhance the existing assessed valuation of the municipality through voluntary annexations; and,
3. Consider any requests for voluntary annexation from existing parcels; and,
4. Consider any forced annexations that will positively impact the future economic development opportunity of the community.

D. Financial Incentives in Support of Annexation

Aside from the issue of municipal services, the City has developed annexation and growth policies with support for the concept of applying economic incentives to the annexation policies as a basis for building public support and popular consensus. The financial incentives available to the City of Westfield include:

- tax abatement provided by IC 36-4-3-8.5;
- delay of the effective date of the annexation provided by IC 36-4-3-8;
- negotiation of supplemental services (based on surplus tax revenues);
- elimination of utility services surcharges;
- appropriate arrangements as provided by IC 36-4-3-21; and,
- agricultural tax liability exemption for municipal taxes provided by IC 36-4-3-4.1.

It is the fundamental position of the City; however, that the extension of such financial incentives shall be made primarily in those cases where it is appropriate to the fiscal and governmental interests of the City of Westfield.

Parcel Analysis

A. Location

The Bridgewater, Parcel G6 Annexation Area is generally described as the real estate located adjacent to the existing corporate limits; the southeast corner of 151st Street and Setters Road (see attached Exhibit 1, Parcels to be Annexed).

B. Contiguity

The Bridgewater, Parcel G6 Annexation Area meets the contiguity requirements of IC 36-4-3-1.5.

C. Size

The Bridgewater, Parcel G6 Annexation Area encompasses an area of approximately 3 acres.

D. Population

The Bridgewater, Parcel G6 Annexation Area has zero inhabitants.

E. Structures

The Bridgewater, Parcel G6 Annexation Area contains no structures.

F. Zoning

The Bridgewater, Parcel G6 Annexation Area is currently located within the planning and zoning jurisdiction of the City of Westfield through a joinder agreement with Washington Township served by the Westfield-Washington Township Advisory Plan Commission. If annexed, the parcels will remain in the same planning jurisdiction.

The zoning designation in Bridgewater, Parcel G6 Annexation Area is Bridgewater Planned Unit Development.

G. Property Tax Assessment

The 2011 pay 2012 total net assessed valuation of all real property and its improvements located within the Bridgewater, Parcel G6 Annexation Area is \$4,600.

H. Municipal Property Tax Rate

The existing 2011 pay 2012 property tax rate assessed to all real property and its improvements within the Bridgewater, Parcel G6 Annexation Area is \$2.5635 per \$100 of assessed valuation.

This is the total Washington Township tax rate assessed to all real property and its improvements, subject to any property tax “cap” which may apply.

I. Council District

The Bridgewater, Parcel G6 Annexation Area will be incorporated into Council District 1.

Municipal Services

The City of Westfield currently extends to its citizens a diverse range of public services. These services are provided by seven different municipal departments. Each department has a unique function within the municipal service system of the City. These departments include: Police, Fire, Public Works, Informatics, Administration, Parks and Recreation and Economic and Community Development.

Each of the municipal service sectors are analyzed in this section to determine the impact of annexation on their ability to provide both capital and non-capital services to the area proposed for annexation as required by Indiana law. The method used to determine the fiscal impact of annexation is known as “fiscal impact analysis”.

Fiscal impact analysis is a method of evaluation that is used to measure and project the direct public costs and revenues associated with residential and non-residential growth within a municipality. It explores public (government) costs and revenues. It does not consider private costs of public actions. Therefore, special assessments on real property or the value of land dedications required of developers are considered private revenues. Individual services contracted for homeowners associations, neighborhoods, and similar groups are also considered private.

All municipal departments were analyzed to determine the extent of the affect of annexation. The Police, Fire, Public Works, Informatics, Administration, Parks and Recreation and Economic and Community Development Departments were identified as being affected by the annexation of new territory. The effect on most of these departments is determined to be minimal and is likely to create no demand for additional personnel and associated expenditures. It can therefore be assumed the area proposed for annexation will not affect the workload of these departments or cause the need for additional expenditures associated with the provision of services.

The existing levels and costs of service provisions for each department are outlined below:

A. Police Department

The 40 uniformed officers of the City of Westfield Police Department provide the citizens of Westfield with public safety and emergency response service throughout the corporate limits of the City. The individual services include: neighborhood patrols for the prevention of crime; detection and apprehension of criminal offenders; resolution of domestic disputes; anti-crime and anti-drug public education; traffic control and accident reporting; and the creation and maintenance of a general feeling of safety and security throughout the community.

The services provided by the Police Department vary in their individual requirements for personnel and financial resources and are subject to annual review and approval by the Westfield City Council.

Annual operating costs associated with the addition of one (1) uniformed police officer(s) include salary, overtime pay, holiday pay, clothing and uniform allowance, health insurance, training, pension benefits and administrative overhead.

Capital one-time costs associated with the addition of one (1) uniformed police officer(s) include a patrol vehicle and related equipment. These costs have been factored together to arrive at necessary service level increases for various areas under consideration for annexation.

The area identified for annexation includes 3 acres and is currently uninhabited. The City of Westfield will provide police service to the proposed annexation area upon the effective date of annexation through the extension of an existing patrol area with existing personnel.

Provisioning of planned service of a non-capital nature within one year.

The services can be provided for the annexed area with existing personnel. Any additional cost for patrol coverage can be accommodated within the existing budget.

Provision of planned services of a capital improvement nature within three years.

Any additional capital requirements can be accommodated in future budgets through the annual budgeting process.

B. Fire Department

The 70 Firefighters, EMS and Paramedics personnel employed by the City of Westfield Fire Department respond to fire emergencies, chemical and hazardous material spills, and general life safety emergencies through the corporate limits of Westfield and throughout the remainder of Washington Township, Hamilton County.

The personnel of the Fire Department are assigned to three (3) fire stations located on Dartown Road (Headquarters), 151st Street, and Grassy Branch Road. Each station is the primary respondent to emergencies within its assigned geographical area. Secondary response is provided by personnel and equipment by volunteer and paid city and town fire departments in adjacent communities.

The existing Fire Department currently has the entire responsibility for services throughout Washington Township; therefore, the annexation of this new territory will not change the impact or the need for additional personnel.

Provisioning of planned service of a non-capital nature within one year.

The services can be provided for the annexed area with existing personnel because current services already serve the entire township.

Provision of planned service of a capital nature within three years.

The capital services required for future growth in the fire services for Washington Township will be managed through the annual budgeting process.

C. Public Works - Street Division

The Street Division of the City of Westfield is part of the Public Works Department and has responsibility for the maintenance and upkeep of all streets and public rights-of-way within the City Limits of Westfield. Maintenance activities include potholes and curb repair, mowing of weeds and other vegetation, street sweeping, sign maintenance and replacement, pavement striping, and snow removal. It is also responsible for reconstruction of sidewalks and removal of dead or damaged trees from the City rights-of-way.

Other responsibilities include resurfacing and reconstruction of all public roads with the exception of the roads falling under the jurisdiction of the Indiana Department of Transportation or the Hamilton County Highway Department. These operations are primarily funded from the Motor Vehicle Highway (MVH) fund, the Local Road and Street Fund (LR&S), and the Road and Street Improvement Fund. The budgeted expenditures for MVH and LR&S is approximately \$1,701,458 for 2013.

Provisioning of planned service of a non-capital nature within one year.

Street Division services can be provided for the annexed area with existing personnel. There are no existing streets adjacent to the Bridgewater, Parcel G6 Annexation Area to be annexed.

Provision of planned service of a capital nature within three years.

The intent of the City with respect to future road construction will require future developers to improve, or contribute financially to the improvement of existing roadways in accordance with the impact of any proposed development on the traffic loads. Road improvements are evaluated each year and the annexed area would be in that annual review process for consideration of improvements.

D. Public Works Department - Water and Sewer Services

The Westfield Public Works Department is responsible for the operation of the Water and Wastewater works for the City of Westfield. Services for both water and sewer are provided within the corporate limits and into portions of Washington Township.

The area proposed for annexation is currently served by City water and sewer service.

a. Utility Service

The City of Westfield will provide access to sewer and water utility service for any proposed development, with the costs for connecting to that utility service to be borne by the developer/owner, in accordance with the policies and fee structure set forth by the Westfield City Council.

The development policies of the City of Westfield and the Westfield-Washington Township Advisory Plan Commission have required developers to install sewer and water utilities within their developments for the vast majority of developed sites in the Township for many years. In

most cases, the developer installs such infrastructure and then adds this cost to the price of the developed parcel. This means that the cost of such infrastructure is paid by each individual property owner. However, in some cases, based upon the specific request of the developer or owner, the development has been allowed to proceed without utility connections.

The City's policy for utility connection shall be that the developer or owner may choose not to connect the proposed development to the municipal utility systems, and thus avoid the immediate cost of said connection. However, when utility connections are later required, for whatever reason, the system of fees and charges promulgated by the Westfield City Council shall apply to that utility connection. In this manner, the cost of installation of utility infrastructure is equitable to all property owners within the service area of the utility, whether the owner decides to connect to the utility systems when the development first occurs, or whether the owner decides to connect at some later date. The City currently has a method for allocating the cost of utility connections in a manner which is favorable to the property owners.

The City also reserves the right to consider other options for providing utility services when working with areas proposed for annexation. Options which may be considered include, but are not limited to: payment plans, enlargement of payment periods, discounts, Barrett Law funding, bonds, inter-local agreements and BOT agreements.

b. Municipal Water Utility

The municipal water utility provides potable water service to properties within the service area of the water utility and in many cases outside of the corporate limits of the municipality. The municipal water utility technically provides the service of pumping water from the water source, treating the water to some level, distributing the water into the system of municipal water lines, storing the water for peak demand and fire protection purposes, and maintaining the system, in its entirety. This policy states that the water utility meets the parameters of providing access to water utility service, to a property, when a municipal water distribution line is within the distributive area of a main trunk line or lateral line. When water lines are already developed with respect to a specific property, the water utility is made directly available to that property when a water line is located within 300 lineal feet of the nearest property line of the developed parcel. Water utility service and connection costs are handled in a manner similar to that of the wastewater utility.

In some cases, property owners have not connected their property to the municipal water system and use private water sources (primarily wells) instead. This election is made by the property owner in accordance with the development standards of the property at the time of the original development. The municipal water system also extends beyond the corporate limits of the municipality and service is provided to property in unincorporated areas.

The water utility is administered by the Westfield City Council who is responsible for recommending user charges to the legislative body of the municipality for implementation. The legislative body of the municipality may consider changes to the user charge system to reflect

special situations, as well as changes in policy with regard to the type of customer and/or the location (inside or outside of the corporate limits of the municipality).

The policy of providing municipal water service is not to be construed as being “free” in any respect, and these costs are certainly not covered by property taxes. The water utility is supported by a system of user charges which is administered by the Westfield City Council. In addition, the development policies and standards of the municipality require the developer or owner to pay any capital costs associated with the extension of water distribution facilities into any proposed development. The major capital expenditures covered by the water utility (outside of the service extensions afforded by the developers) are the capital cost of constructing and maintaining water pumping and treatment and storage facilities. These are paid either directly or indirectly through the utility’s user charge system. The cost of extending distribution lines is to be borne by the property owner or developer.

Property tax revenues are not a part of the water utility budget. The water utility sets a system of user charges which are generally paid on a monthly basis. Those user charges cover both the capital and operating costs of the water utility. In addition to monthly service charges, the water utility may consider and/or establish a system of fees or other services such as various connection fees, or supplemental fees for special facilities installed to meet the needs and demands of customers. The water utility is also subject to some regulatory requirements which are administered at the State and Federal level. As such, the system of fees and charges must be adjusted from time to time to remain current with regulatory and other requirements.

c. Fire Hydrants

Fire hydrants are generally supported by the user charge system of the water utility. As stated with regard to other services, the municipality may seek changes in the system of revenues used to pay for such services; however, at this time the policy of the City is that the developer of the site – without regard to the nature of the development – is responsible for installing the fire hydrants necessary to protect the proposed development from catastrophic fire.

d. Municipal Wastewater Utility

The municipal wastewater utility provides access to wastewater collection, treatment and disposal service to all properties within the corporate limits of the municipality. This policy states that the municipality meets the parameters of providing access to municipal wastewater service when the parcel is within the drainage watershed of a major interceptor, trunk or lateral sewer which ultimately delivers wastewater to the municipal wastewater treatment plant. In cases where sewer laterals are made available to developed parcels, the standard for service is met when a municipal sewer is located within 300 lineal feet of the nearest property line of the parcel.

In some cases, property owners have chosen not to connect their development to the municipal sewer system and use private wastewater disposal facilities (primarily septic tanks), instead. This decision is based purely upon the owner’s election and the development standards of the original property development. As noted above, the general policy of the City is that the

developer pays the cost of installing wastewater utility service in accordance with the schedule of fees and charges in effect at that time, and then adds that cost to the price of the developed parcel. In this manner, the property owner ultimately pays for the cost of the wastewater utility connection.

In the case of developers or owners who elect not to pay the cost of wastewater utility connections for whatever reason, it is the policy of the City of Westfield to respect that decision. However, when those private wastewater facilities become dysfunctional, it is the policy of the City of Westfield to provide such wastewater utility connections at the capital expense of the owner, and in accordance with the schedule of fees and charges set forth by the Westfield City Council at the time the work is undertaken. In this manner, the provision of wastewater utility services is equitable to all property owners.

The municipal wastewater system extends beyond the corporate limits of the municipality and municipal wastewater service is provided to property in unincorporated areas. The wastewater utility is also administered by the Westfield City Council which is responsible for developing and recommending a system of user charges for implementation. These user charges must cover the cost of both capital and operations of the wastewater utility. The municipality may consider changes to the user charge system to reflect special situations, as well as changes in policy with regard to the type of customer or the location (inside or outside of the corporate limits of the municipality).

The policy of providing municipal wastewater service is also not to be construed as being “free” in any respect, and the costs of such services are certainly not covered by property taxes. The wastewater utility is supported by a system of user charges which is administered by the Westfield City Council to cover both capital and operating expenses, in cooperation with the municipality. Property tax revenues are not a part of the wastewater utility budget. The development standards of the municipality are such that the capital cost of wastewater utility services are afforded by the developer as part of the development of the property (and that cost is ultimately passed on to property owners). In addition to monthly service charges, the wastewater utility has established a system of fees for other services such as various connection fees, and/or supplemental fees for special facilities installed to meet the needs and demands of various customers. The cost of extending distribution lines is to be borne by the property owner or developer. The wastewater utility is also subject to regulatory requirements which are administered at the State and Federal level. As such, the system of fees and charges must be adjusted from time to time to remain current with regulatory and other requirements.

Wastewater utility services which are within the wastewater service area of the City of Westfield will be extended to any property desiring wastewater services and charges for the capital and non-capital cost of extending these wastewater services will be paid by the property owner in accordance with the approved schedule of rates and charges of the wastewater utility, and in accordance with approved annexation policies of the City. Currently, private developers install the local collector sewers as part of their development cost and pay access, as well as, capacity fees for the interceptor and treatment plant costs.

E. Parks and Recreation

The Westfield Parks and Recreation services are funded out of the Parks budget with the City of Westfield. The inventory of facilities include: Armstrong Park, Old Friends Cemetery Park, Osborne Park, Raymond Worth Park, Quaker Park, Simon Moon Park, Asa Bales Park, Liberty Park, Hadley Park and Freedom Trail Park. The inventory of trails include: Monon, Midland Trace, Natalie Wheeler, Anna Kendall, and Cool Creek. These parks and recreation operations are supported by the City's General Fund. The proposed annexation is not anticipated to have an appreciable effect on existing park facilities and no additional costs for this function are anticipated.

Provisioning of planned service of a non capital nature within one year

The services can be provided for the annexed area with the existing budget.

Provision of planned service of a capital nature within three years

The capital services required for future growth in parks will be accomplished through the annual budgeting process.

F. Clerk-Treasurer

The Clerk-Treasurer of the City of Westfield is responsible for the maintenance of all city records.

Provisioning of planned service of a non capital nature within one year.

The services can be provided for the annexed area with existing personnel.

Provision of planned service of a capital nature within three years.

The capital services required for this department can be accomplished through the annual budgeting process.

G. Economic and Community Development Department

a. Planning Division

The Planning Division of Economic and Community Development is responsible for all of the planning and zoning support for the Westfield-Washington Township Advisory Plan Commission and the Westfield-Washington Township Board of Zoning Appeals. These responsibilities currently involve all of Washington Township; therefore, no service level increases are expected for this division with respect to the proposed annexation area.

Provisioning of planned service of a non capital nature within one year.

The services can be provided for the annexed area with exiting personnel who already serve the entire Township area.

Provision of planned service of a capital nature within three years.

The capital services required for this division can be accomplished through the annual budgeting process.

b. Economic Development Division

The Economic Development Division of Economic and Community Development is responsible for all of the economic development functions within the City of Westfield corporate limits. No service level increases are expected for this division with respect to the proposed annexation area.

Provisioning of planned service of a non capital nature within one year.

The services can be provided for the annexed area with exiting personnel who already serve the entire Township.

Provision of planned service of a capital nature within three years.

The capital services required for this division can be accomplished through the annual budgeting process.

c. Building Division

The Building Division of Economic and Community Development processes building permits throughout all of the Washington Township, Hamilton County area. It conducts inspections on new buildings and unsafe structures. Since this division currently functions throughout the entire Township, no service level increases are expected for this division with respect to the proposed annexation.

Provisioning of planned service of a non capital nature within one year.

The services can be provided for the annexed area with existing personnel, who already serve the entire Township.

Provision of planned service of a capital nature within three years.

The capital services required for this division can be accomplished through the annual budgeting process.

Financial Summary

The Bridgewater, Parcel G6 Annexation Area has been researched and analyzed in accordance with the terms of the Indiana Code, Title 36, Article 4, Chapter 3.

The primary source of revenue for the City of Westfield is that which is received from property taxes and COIT (County Option Income Tax).

The net assessed valuation of all real property and its improvements within the area proposed for annexation is \$4,600.

There are no new road miles or inhabitants as a result of the Bridgewater, Parcel G6 Annexation Area. Typically additional population and road miles due to annexation would cause the City of Westfield to receive revenue from other sources that include Alcohol Gallonage Taxes, Cigarette Tax, Vehicle Excise Tax, MVH road miles tax, and LR& S road mile tax.

Assuming the annexation occurs prior to March 1, 2013; the property within the area proposed for annexation will then be entered into public record and assessed for taxation as an incorporated area.

Revenue received by the City of Westfield from property assessed on or before March 1, 2013 will not be realized until May and November of 2013. The delay in the collection of property taxes will cause the City to experience a cost of services from existing budgets due to the required provision of non-capital services in the first year following annexation. To the extent that real costs exceed revenue as a result of this annexation, the City of Westfield is prepared to use funds from other budgeted line items in order to assure that services required by State Statute are provided to the area proposed for annexation. Apart from any costs associated with the Street Division, it is assumed that there will be no additional non-capital costs associated with this annexation.

The City projects that the extension of all municipal services to the existing undeveloped land within the area proposed for annexation will be paid through existing revenue streams. Primarily, the City will receive nominal property taxes from the existing improvements within the annexation. It should be understood, however, that the annexation of undeveloped land has a very minimal impact on municipal revenue streams and generally a minor impact on the provision of municipal services, if proper fiscal planning is performed.

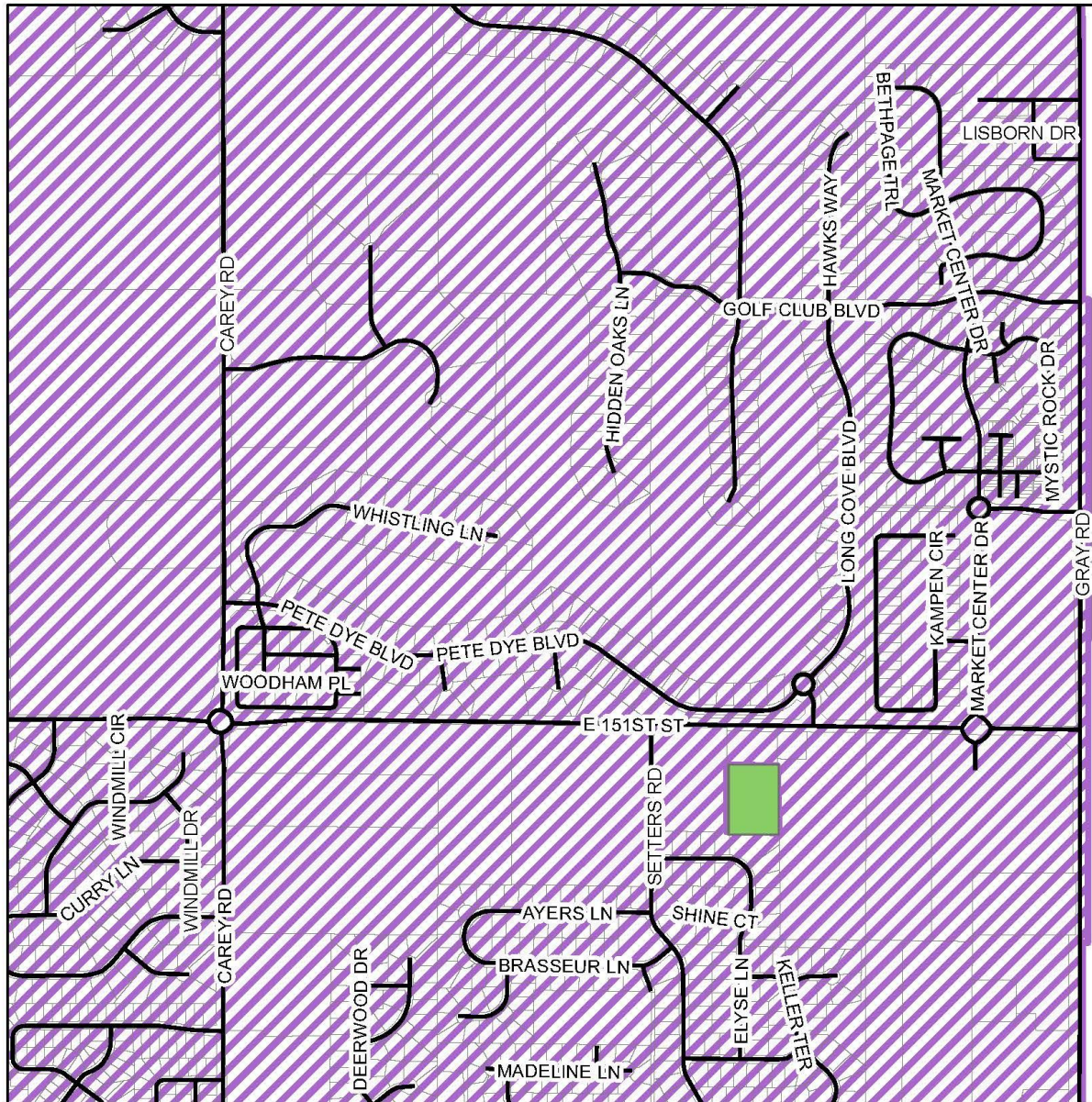
When development occurs, the impact of that development on various revenue streams, as well as the impact of that development on the demand for municipal services, is to be examined by the City as a part of the development approval process. It is the City's stated goal that it seeks to establish fiscal policies which would result in no negative impact on property taxes for existing City residents as a result of growth. Therefore, the City will seek to assure that all proposed development offers a balance between the cost of services demanded and the revenues produced.

It is the intent of the City to pay for extension of all municipal services to the area from revenues generated as a result of the annexation, which will be derived from property taxes, along with other state distributions. The total property tax rate in Washington Township outside of the corporate limits for pay 2012 is \$2.5635. The tax rate for all taxpayers in the City/Washington Township, including all overlapping taxing units, is equal to \$2.9954, an increase of \$0.4319 or 17%.

Exhibit 1



Exhibit A: Parcel Location Map



Legend

- Parcel to be Annexed
- Existing City Limits

- Parcels
- Streets

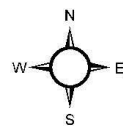


Exhibit 2

Legal Description of Property to be Annexed

Parcel # 08-10-17-00-00-014.001

Part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence North 89 degrees 52 minutes 47 seconds East along the North line thereof 469.00 feet; thence South 00 degrees 56 minutes 37 seconds East 256.00 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 47 seconds East parallel with the North line of said Quarter Section 332.36 feet; thence South 00 degrees 51 minutes 28 seconds East 407.09 feet; thence South 89 degrees 52 minutes 47 seconds West 331.75 feet; thence North 00 degrees 56 minutes 37 seconds West 407.10 feet to the place of beginning containing 3.103 acres, more or less.

RESOLUTION NUMBER 13-105

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, APPROVING THE ORDER OF THE WESTFIELD PLAN COMMISSION AND THE AMENDMENT BY THE WESTFIELD REDEVELOPMENT COMMISSION OF THE DECLARATORY RESOLUTION FOR THE GRAND JUNCTION CONSOLIDATED ECONOMIC DEVELOPMENT AREA

WHEREAS, on July 7, 2009, the Redevelopment Commission (the “Commission”) of the City of Westfield (the “City”) approved the Economic Development Plan (the “Original Plan”) for the Grand Junction Economic Development Area (the “Original Area”) and adopted Declaratory Resolution No. 2-2009 (the “Original Declaratory Resolution”), which created the Original Area, by declaring that the Original Area is an economic development area and subject to economic development activities pursuant to Indiana Code 36-7-14 and 36-7-25 *et seq.*, and all acts supplemental and amendatory thereto (collectively, the “Act”); and,

WHEREAS, on July 13, 2010, the Redevelopment Commission adopted Declaratory Resolution No. 2-2010 (the “2010 Amendatory Declaratory Resolution”) amending certain provisions of the Original Declaratory Resolution relating to the percentage of accumulated assessed value that the Redevelopment Commission could capture, collect and retain in the Original Allocation Area; and,

WHEREAS, on August 29, 2011, the Commission adopted Resolution No. 2-2011 (the “2011 Amendatory Declaratory Resolution”), further amending the Original Declaratory Resolution as previously amended by the 2010 Amendatory Declaratory Resolution to expand the Original Area by the addition of Expansion Area No. 1 (the “Expansion Area No. 1”) thereto including the creation of the Mainstreet Project Sub-Area (the “Mainstreet Project Sub-Area”) (the Original Area together with Expansion Area No. 1 are referred to as the “Grand Junction Consolidated Economic Development Area”) and by the removal of three (3) parcels from the Original Area; and,

WHEREAS, the 2011 Amended Declaratory Resolution adopted the Grand Junction Expansion Area No. 1 Economic Development Plan, and supporting data, including a Factual Report In Support of Findings For The Grand Junction Economic Development Expansion Area No. 1, maps and plats describing the Expansion Area No. 1 and the Mainstreet Project Sub-Area (together the Expansion Area No. 1 Plan and the Original Plan are referred to as the “Grand Junction Consolidated Economic Development Plan”); and,

WHEREAS, on January 23, 2013, the Commission adopted its Resolution No. 1-2013 (the “2013 Amendatory Declaratory Resolution”), further amending the Original Declaratory

Resolution as previously amended to remove certain parcels and portions of parcels from the Grand Junction Consolidated Economic Development Area; and,

WHEREAS, the Redevelopment Commission submitted its 2013 Amendatory Declaratory Resolution and supporting data, as required by the Act, to the Westfield-Washington Plan Commission (the “Plan Commission”) and on February 4, 2013, the Plan Commission adopted its Order Number 13-01 approving the 2013 Amendatory Declaratory Resolution and the revision of the Grand Junction Consolidated Economic Development Plan to remove certain parcels and portions of parcels identified in the 2013 Amendatory Declaratory Resolution; and,

WHEREAS, the Redevelopment Commission has caused to be prepared a report dated February 11, 2013 (the “Report”) in support of the findings contained in this resolution, which Report is incorporated by reference in this resolution;

WHEREAS, the actions proposed by the 2013 Amendatory Declaratory Resolution will produce a net reduction of the Grand Junction Consolidated Economic Development Area; and,

WHEREAS, Indiana Code 36-7-14-16(b) of the Act requires the Common Council to approve the Order of the Plan Commission; and,

WHEREAS, the Amendatory Declaratory Resolution No. 1-2013 adopted by the Redevelopment Commission and the Order of the Plan Commission regarding the Amendatory Declaratory Resolution No. 1-2013 have been submitted to the Common Council for approval; and,

WHEREAS, after being fully advised in the matter,

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

SECTION I. The Amendatory Declaratory Resolution No. 1-2013 is in all respects approved, ratified and confirmed by the Common Council of City of Westfield.

SECTION II. The Order of the Plan Commission, adopted on February 4, 2013, approving the Amendatory Declaratory Resolution No. 1-2013 is in all respects approved, ratified and confirmed by the Common Council.

SECTION III. The revision of the Grand Junction Consolidated Economic Development Area and the revision of the Grand Junction Consolidated Economic Development Plan to remove certain parcels and portions of parcels from the Grand Junction Consolidated Economic Development Area each are, in all respects, approved, ratified and confirmed by the Common Council.

SECTION IV. The Clerk-Treasurer of the City of Westfield is hereby directed to file a copy of the Amendatory Declaratory Resolution No. 1-2013 and the Order of the Plan Commission with the permanent minutes of this meeting.

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

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ADOPTED AND PASSED THIS 11TH DAY OF FEBRUARY, 2013, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ John Dippel	_____ John Dippel	_____ John Dippel
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Bob Smith	_____ Bob Smith	_____ Bob Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert Stokes	_____ Robert Stokes	_____ Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that RESOLUTION 13-105 was delivered to the Mayor of Westfield
on the ____ day of _____, 2013, at ____:____.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 13-105
this ____ day of _____, 2013.
at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Resolution 13-105
this ____ day of _____, 2013.
at ____:____.m.

J. Andrew Cook, Mayor

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

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**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 1-2013**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION OF
THE GRAND JUNCTION ECONOMIC DEVELOPMENT AREA**

WHEREAS, on July 7, 2009, the Redevelopment Commission (the “Redevelopment Commission”) of the City of Westfield (the “City”) adopted Declaratory Resolution No. 2-2009 (the “Original Declaratory Resolution”) establishing the Grand Junction Economic Development Area (the “Original Area”) as an economic development area under Indiana Code 36-7-14 and Indiana Code 36-7-25 *et seq.*, and all acts supplemental and amendatory thereto (collectively, the “Act”); and,

WHEREAS, the Original Declaratory Resolution (i) identified certain parcels of real estate to be included in and designated as the Original Area as required by Indiana Code 36-7-14-41, (ii) approved an economic development plan for the Original Area (the “Original Plan”), (iii) found that the Original Plan conforms to other development and redevelopment plans for the City, (iv) found that no Original Area residents will be displaced due to the Original Plan, and (v) designated the Original Area as an “allocation area” to be known as the “Grand Junction Economic Development Allocation Area” as required by Indiana Code 36-7-14-39 (the “Original Allocation Area”) and approved and incorporated the Factual Report (the “Original Report”) supporting the Original Declaratory Resolution and the Original Plan presented at the July 7, 2009 meeting of the Redevelopment Commission, which Original Plan contained specific recommendations for economic development of the Original Area, including road, infrastructure and drainage improvements to the Original Area and related improvements and equipment serving the Original Area as further described in the Original Plan (the “Original Project”); and,

WHEREAS, on July 20, 2009, the Redevelopment Commission submitted the Original Declaratory Resolution, the Original Plan and supporting data to the Westfield-Washington Advisory Planning Commission (the “Plan Commission”) and the Plan Commission issued its written Order approving the Original Declaratory Resolution and the Original Plan as submitted; and,

WHEREAS, on August 10, 2009, the Common Council of the City (the “Common Council”) approved the Order of the Plan Commission and approved the creation of the Original Area and approved the actions of the Redevelopment Commission establishing the Original Area pursuant to Indiana Code 36-7-14-16(b) and Indiana Code 36-7-14-41(c); and,

WHEREAS, on August 12, 2009, after publishing notice of and conducting a public hearing in accordance with the Act, the Redevelopment Commission adopted Resolution 5-2009 confirming the Original Declaratory Resolution (the “Original Confirmatory Resolution”); and,

WHEREAS, on July 13, 2010, the Redevelopment Commission adopted Declaratory Resolution No. 2-2010 amending certain provisions of the Original Declaratory Resolution relating to the percentage of accumulated assessed value that the Redevelopment Commission could capture, collect and retain in the Original Allocation Area; and

WHEREAS, the Redevelopment Commission investigated, studied and surveyed additional economic development areas within the corporate boundaries of the City; and

WHEREAS, the Redevelopment Commission selected Expansion Area No. 1 (as hereinafter defined) as an additional economic development area to be developed under the Act; and

WHEREAS, on August 29, 2011 the Redevelopment Commission adopted its Resolution No. 2-2011 amending the Original Declaratory Resolution, as previously amended by Declaratory Resolution No. 2-2010, by (i) expanding the boundaries of the Original Area by the addition of the parcels described therein known as the Grand Junction Economic Development Expansion Area No. 1 (the “Expansion Area No. 1”) (the Original Area together with Expansion Area No. 1 are referred to as the “Grand Junction Consolidated Economic Development Area”); and (ii) removing three (3) parcels from the Original Area as described therein; and

WHEREAS, the parcel identified in Resolution No. 2-2010 constitutes a “sub-area” of the Expansion Area No. 1 for economic development purposes, and is known as the “Mainstreet Project Sub-Area” and constitutes a separate and additional “allocation area” within Expansion Area No. 1 pursuant to and in accordance with Indiana Code 36-7-14-39; and

WHEREAS, the Redevelopment Commission prepared an economic development plan for Expansion Area No. 1 including the Mainstreet Project Sub-Area (the “Expansion Area No. 1 Plan”), which Expansion Area No. 1 Plan was incorporated by reference into Resolution No. 2-2011 (together the Expansion Area No. 1 Plan and the Original Plan are referred to as the “Grand Junction Consolidated Economic Development Plan”); and

WHEREAS, on September 6, 2011, the Plan Commission adopted Plan Commission Order No. 11-01 approving the Amended Declaratory Resolution and Grand Junction Consolidated Economic Development Plan and finding that the Grand Junction Consolidated Economic Development Plan for the Grand Junction Consolidated Economic Development Area conforms to the comprehensive plan of development for the City; and

WHEREAS, on September 13, 2011, the Common Council adopted Resolution No. 11-18 approving the Order of the Plan Commission and the establishment of the Expansion Area No. 1; and

WHEREAS, on August 29, 2011, after notice and a public hearing thereon, the Redevelopment Commission confirmed the Declaratory Resolution No. 2-2011 by the adoption of Resolution No. 3-2011 (the “Confirmatory Resolution”); and

WHEREAS, the Commission now desires to further amend the Original Declaratory Resolution, as heretofore amended by Declaratory Resolution No. 2-2010 and Declaratory Resolution No. 2-2011, by the adoption of this Resolution (the Declaratory Resolution, as amended hereby is hereinafter referred to as the “Declaratory Resolution”); and

WHEREAS, the Commission proposes to further amend the Declaratory Resolution to remove certain parcels or portions of parcels from the Grand Junction Consolidated Economic Development Area (collectively, the “Parcels”), as described in Exhibit A attached hereto and made a part hereof, all in accordance with the Act; and

WHEREAS, the Parcels are located within the Grand Junction Consolidated Economic Development Area and the boundaries of the Grand Junction Consolidated Economic Development Area need not be increased as a result of the removal of the Parcels; and

WHEREAS, the actions proposed by this Resolution will produce a net reduction of the Grand Junction Consolidated Economic Development Area; and

WHEREAS, after being fully advised in the matter,

NOW, THEREFORE, BE IT RESOLVED by the Westfield Redevelopment Commission, as follows:

1. The Commission hereby amends (i) the Declaratory Resolution to remove the parcels and portions of parcels, as described in Exhibit A hereto, from the Grand Junction Consolidated Economic Development Area (the “Amendment”).

2. The Commission hereby finds that the boundaries of the Grand Junction Consolidated Economic Development Area are hereby revised to give effect to the removal of the Parcels from the Grand Junction Consolidated Economic Development Area and that the activities in the existing Grand Junction Consolidated Economic Development Plan are unchanged by this Resolution.

3. Upon consideration of the evidence and findings presented to the Commission, the Commission hereby finds the Amendment to the Grand Junction Consolidated Economic Development Plan, as set forth in Sections 1 through 2 of this Resolution, will benefit the public health and welfare of the citizens of the City and the State of Indiana and is reasonable and appropriate when considered in relation to the original Plan and the purposes of the Act, and hereby approves the Amendment.

4. The Commission hereby finds that the Grand Junction Consolidated Economic Development Plan, together with the proposed Amendment described herein, conform to the Comprehensive Plan for the City.

5. This Resolution shall constitute an amendment to the Declaratory Resolution and the Grand Junction Consolidated Economic Development Plan and is incorporated into the Grand Junction Consolidated Economic Development Plan by this reference thereto.

6. In all other respects, the Declaratory Resolution and the Grand Junction Consolidated Economic Development Plan, as amended by the Amendment, shall remain in full force and effect.

7. The Commission may exercise its authority pursuant to the Act for the purpose contemplated by the Amendment herein, including but not limited to the development and redevelopment of the Project within the Grand Junction Consolidated Economic Development Area, all for the purposes set forth herein.

8. This Resolution shall be submitted to the Plan Commission of the City, pursuant to Indiana Code 36-7-14-16(a), for its approval of the removal of the Parcels from the Grand Junction Consolidated Economic Development Area, whereby upon written approval by the Plan Commission, the Plan Commission's order approving the removal of the Parcels shall be submitted to the Common Council for approval pursuant to Indiana Code 36-7-14-16(b).

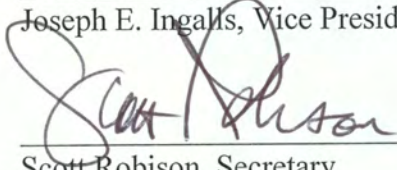
9. This Resolution shall be effective upon its adoption and passage.

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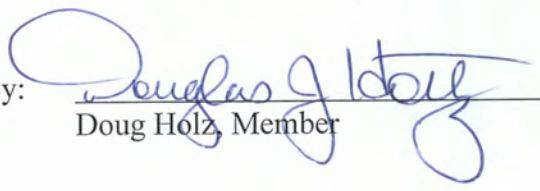
ADOPTED AND PASSED THIS 23RD DAY OF JANUARY, 2013,
BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED, BY THE
WESTFIELD REDEVELOPMENT COMMISSION, HAMILTON COUNTY, INDIANA.

By: _____
Joseph Plankis, President

By: _____
Joseph E. Ingalls, Vice President

By: _____
Scott Robison, Secretary

By: _____
Jill Doyle, Member

By: _____
Doug Holz, Member

ATTEST:



This resolution prepared by:

James T. Crawford, Jr., Attorney at Law
Krieg DeVault LLP
161 Lakeview Drive
Noblesville, IN 46060
317-238-6239

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Exhibit A

MAP AND DESCRIPTION OF PARCELS OR PORTIONS OF REMOVED FROM THE ORIGINAL
GRAND JUNCTION ECONOMIC DEVELOPMENT AREA

- | | |
|-----------|---|
| Exhibit 1 | Map of Parcel Numbers Removed (3 pages) |
| Exhibit 2 | Map of Portions of Parcel Numbers Removed (3 pages) |
| Exhibit 3 | Legal Descriptions of Portions of Parcel Numbers Removed (43 pages) |

Exhibit 1

Page 1 of 3



Legend

-  Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 1

Page 2 of 3



Legend

-  Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 1

Page 3 of 3

The State of Indiana is the owner of all parcels mentioned below.

Parcel No. Removed

09-09-01-02-02-002.000
09-09-01-02-02-004.000
09-09-01-02-02-005.000
09-09-01-02-03-001.000
09-09-01-02-03-002.000
09-09-01-02-03-003.000
09-09-01-02-03-004.000
09-09-01-02-03-005.000
09-09-01-02-03-006.000
09-09-01-02-03-007.000
09-09-01-02-03-008.000
09-09-01-02-03-019.000
09-05-36-00-00-028.002
09-05-36-00-00-028.003
09-09-01-02-01-009.000
09-09-01-02-07-001.000
09-09-01-02-01-013.000

Exhibit 2

Page 1 of 3

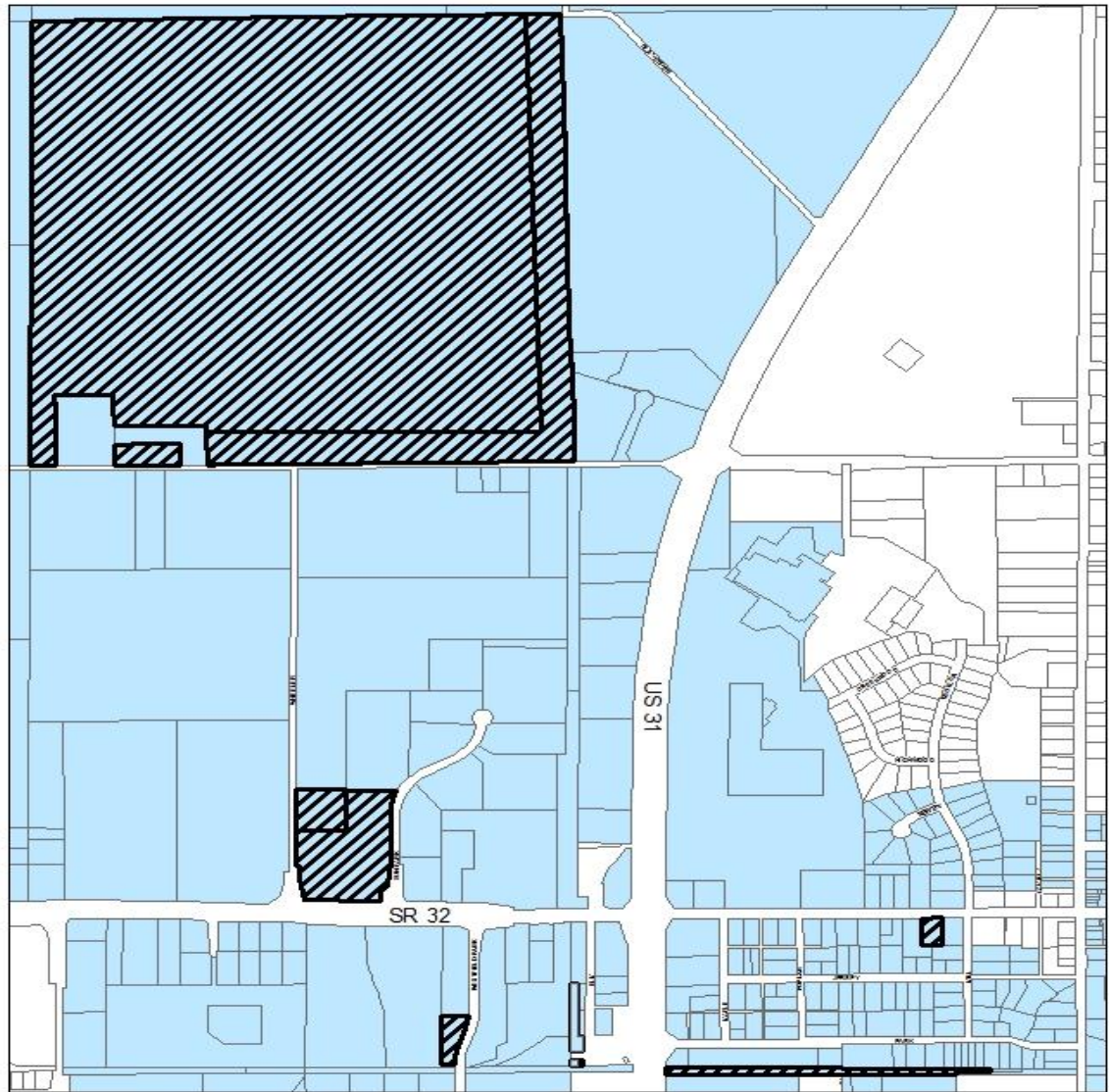


Legend

-  Portions of Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 2

Page 2 of 3



Legend

-  Portions of Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 2

Page 3 of 3

The State of Indiana is the owner of all portions of parcels mentioned above and legally described in Exhibit 3.

Portions of Parcel No.

Removed

08-09-12-00-00-006.000
08-09-12-00-00-004.000
09-09-01-00-00-014.000
09-09-01-00-00-015.000
09-09-12-00-00-009.000
08-09-12-00-00-003.000
09-09-01-00-00-003.201
09-09-01-02-03-008.000
09-09-01-02-07-025.000
09-05-36-00-00-039.000
09-05-36-00-00-039.002
08-05-36-00-00-004.00A
08-05-36-00-00-004.000
08-05-36-00-00-050.000
09-09-01-02-01-012.000

Exhibit 3

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Exhibit 3

Page 2 of 41

PROJECT: 0710215 08-09-12-00-00-006.000
CODE: 5311
PARCEL NO.: 240- Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-12-000-006.000-029

Part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning on the South line of said quarter section North 87 degrees 34 minutes 39 seconds East 512.30 feet from the southwest corner of said quarter section; thence North 2 degrees 25 minutes 24 seconds West 12.11 feet to a point on the north boundary of 161st Street designated as point "24006" on said plat; thence North 51 degrees 22 minutes 16 seconds East 47.75 feet to point "24004" on said plat; thence North 87 degrees 26 minutes 14 seconds East 43.00 feet to point "24003" on said plat; thence North 43 degrees 28 minutes 44 seconds East 38.90 feet to point "24002" on said plat; thence North 87 degrees 26 minutes 14 seconds East 145.92 feet to point "24001" on said plat; thence North 75 degrees 03 minutes 04 seconds East 107.83 feet to a point on the west line of a parcel of land recorded as Instrument #9406120 in the Office of the Recorder of Hamilton County, said point being designated as point "24015" on said plat; thence South 0 degrees 02 minutes 19 seconds West 91.32 feet along said line to the south line of said quarter section; thence South 87 degrees 34 minutes 36 seconds West 356.72 feet along said line to the point of beginning, containing 0.512 acres more or less, inclusive of the presently existing right of way for 161st Street which contains 0.082 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantors' abutting lands, along the lines described as follows: Beginning at the southern end of the of the northern 10.34 feet of the 91.32-foot course described above; thence South 75 degrees 03 minutes 04 seconds West 106.24 feet to point "763" on said plat; thence South 87 degrees 26 minutes 14 seconds West 147.00 feet to the terminus designated as point "24005" on said plat. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 13th day of April, 2011

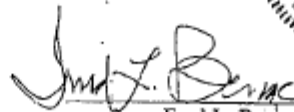

Fred L. Bengé



Exhibit 3

Page 3 of 41

PROJECT: 0710215 08-09-12-00-00-006.000
CODE: 5311
PARCEL NO.: 240A- Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-12-000-006.000-029

Part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the southwest corner of said quarter section; thence North 87 degrees 34 minutes 38 seconds East 869.02 feet along the south line of said quarter section to the southwest corner of a parcel of land recorded as Instrument #9406120 in the Office of the Recorder of Hamilton County; thence North 0 degrees 02 minutes 19 seconds East 283.66 feet along the west line of said parcel to the northwest corner; thence North 87 degrees 34 minutes 36 seconds East 277.88 feet along the north line of said parcel to the point of beginning of this description; thence North 8 degrees 41 minutes 20 seconds West 246.86 feet to point "24008" on said plat; thence North 12 degrees 56 minutes 48 seconds West 400.00 feet to point "24010" on said plat; thence North 12 degrees 50 minutes 41 seconds West 265.07 feet to point "24011" on said plat; thence North 18 degrees 40 minutes 15 seconds West 284.68 feet to north line of said grantors' land designated as point "24014" on said plat; thence North 87 degrees 28 minutes 04 seconds East 47.08 feet along said line to the western boundary of U.S. 31; thence South 19 degrees 28 minutes 14 seconds East 277.66 feet along said boundary; thence South 15 degrees 10 minutes 53 seconds East 930.26 feet along said line to a southerly line of said grantors' land; thence South 87 degrees 34 minutes 36 seconds West 106.33 feet along said line to the point of beginning, containing 1.793 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantors' abutting lands, along the lines described as follows: Beginning at the eastern end of the western 10.06 feet of the 106.33-foot course described above; thence North 8 degrees 41 minutes 20 seconds West 248.33 feet to point "773" on said plat; thence North 12 degrees 56 minutes 48 seconds West 400.36 feet to point "24009" on said plat; thence North 12 degrees 50 minutes 48 seconds West 265.48 feet to point "24012" on said plat; thence North 18 degrees 40 minutes 15 seconds West 282.39 feet to the north line of said grantors' land, and the terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 13th day of April, 2011


Fred L. Bengé





Exhibit 3

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PROJECT: 0710215 08-09-12-00-00-004.000
CODE : 5311
PARCEL NO.: 244- Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-12-000-004.000-029

Part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point in the westerly right-of-way line of U.S. Road No. 31 (New Location) which point is 446.9' South, thence 1871.4' West of the Northeast Corner thereof (foregoing portion of this description beginning with the words "Beginning at a point" is quoted from Instrument #200400028132); thence South 15 degrees 10 minutes 53 seconds East 3.86 feet along the western boundary of U.S. 31; thence South 12 degrees 59 minutes 11 seconds East 256.17 feet along said boundary to a southern line of said grantors' land; thence South 87 degrees 10 minutes 01 second West 66.88 feet along said line to point "24307" on said plat; thence North 15 degrees 14 minutes 11 seconds West 210.18 feet to point "24401" on said plat; thence North 11 degrees 08 minutes 29 seconds West 51.58 feet to the north line of said grantors' land designated as point "24412" on said plat; thence North 87 degrees 27 minutes 51 seconds East 73.50 feet along said line to the point of beginning, containing 0.422 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantors' abutting lands, along the lines described as follows: Commencing at a point in the westerly right-of-way line of U.S. Road No. 31 (New Location) which point is 446.9' South, thence 1871.4' West of the Northeast Corner thereof (foregoing portion of this description beginning with the words "at a point in the westerly right-of-way" is quoted from Instrument #200400028132); thence South 87 degrees 27 minutes 51 seconds West 61.83 feet along the north line of the grantors' land to the point of beginning of this description; thence South 9 degrees 19

COPY

Exhibit 3

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09-09-12-00-00-004.000
PROJECT: 0710215
CODE: 5311
PARCEL NO.: 244- Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-12-000-004.000-029

minutes 16 seconds East 49.15 feet to point "24400" on said plat; thence South 15 degrees 14 minutes 11 seconds East 212.38 feet to a southern boundary of said grantors' land and the terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 6th day of April, 2011



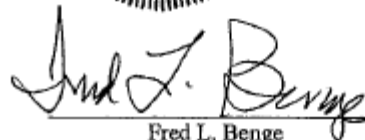

Fred L. Bengé
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Exhibit 3

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PROJECT: 0710215
CODE: 5311
PARCEL NO.: 249- Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-01-000-014.000-015

Part of the Southeast Quarter of Section 1, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the south line of said quarter section South 87 degrees 27 minutes 51 seconds West 1,978.42 feet from the southeast corner of said quarter section which point is on the western boundary of U.S. 31; thence continuing South 87 degrees 27 minutes 51 seconds West 117.66 feet along said line; thence North 3 degrees 55 minutes 35 seconds West 301.55 feet to point "24901" on said plat; thence North 11 degrees 37 minutes 11 seconds West 72.89 feet to the north line of said grantors' land; thence North 87 degrees 27 minutes 51 seconds East 70.73 feet along said line to the western boundary of U.S. 31; thence along said boundary southeasterly 379.19 feet along an arc to the left and having a radius of 11,546.02 feet and subtended by a long chord having a bearing of South 12 degrees 31 minutes 17 seconds East and a length of 379.17 feet to the point of beginning, containing 0.765 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantors' abutting lands, along the lines described as follows: Beginning at a point on the South line of said quarter section South 87 degrees 27 minutes 51 seconds West 2,016.68 feet from the southeast corner of said quarter section, which point is on the south line of said grantors' land; thence North 7 degrees 10 minutes 12 seconds West 78.09 feet to point "24902" on said plat; thence North 3 degrees 28 minutes 23 seconds West 154.98 feet to point "24912" on said plat; thence North 4 degrees 33 minutes 08 seconds West 34.31 feet to the western boundary of U.S. 31 designated as point "24910" on said plat and the terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 8th day of April, 2011


Fred L. Bengé



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Exhibit 3

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PROJECT: 0710215 09-09-01-00-00-015.000
CODE : 5311
PARCEL NO.: 250- Fee Simple
Form WD-1
Key Number 29-09-01-000-015.000-015

Part of the Southeast Quarter of Section 1, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Commencing at the Southeast corner of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana; thence South 86 degrees 23 minutes 45 seconds West 1,890.47 feet along the south line of said section to the center line of U.S.R. 31; thence along said center line Northwesterly 379.28 feet along and arc to the right and having a radius of 11,459.16 feet and subtended by a long chord having a bearing of North 13 degrees 37 minutes 25 seconds West and a length of 379.26 feet to the southeast corner of the owner's land; thence South 86 degrees 23 minutes 45 seconds West 88.09 feet along the south line of the owner's land to the western boundary of U.S.R. 31 and the point of beginning of this description (the foregoing portion of this description beginning the words "Commencing at the Southeast corner of Section 1" is quoted from Deed Record 175, Page 396); thence South 87 degrees 27 minutes 51 seconds West 70.73 feet along the south line of said grantors' land; thence North 11 degrees 37 minutes 11 seconds West 196.09 feet to point "25001" on said plat; thence North 14 degrees 43 minutes 45 seconds West 99.00 feet to point "25004" on said plat; thence North 12 degrees 25 minutes 06 seconds West 101.21 feet to point "25005" on said plat; thence North 9 degrees 20 minutes 02 seconds West 544.29 feet to point "25010" on said plat, which point is on the southern boundary of 169th Street; thence North 2 degrees 31 minutes 13 seconds West 14.68 feet to the north line of the south half of said southeast quarter section; thence North 87 degrees 28 minutes 47 seconds East 31.59 feet along said line; thence South 2 degrees 31 minutes 13 seconds East 14.72 feet to the point where the southern boundary of 169th Street meets the southwestern boundary of U.S. 31; thence South 37 degrees 39 minutes 31 seconds East 124.17 feet along said

COPY

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09-09-01-00-00-015.000

PROJECT: 0710215

CODE: 5311

PARCEL NO.: 250- Fee Simple

Form WD-1

Key Number 29-09-01-000-015.000-015

southwestern boundary to the western boundary of U.S. 31; thence along said boundary southeasterly 835.32 feet along an arc to the left and having a radius of 11,546.02 feet and subtended by a long chord having a bearing of South 9 degrees 30 minutes 29 seconds East and a length of 835.14 feet to the point of beginning, containing 1.699 acres more or less, inclusive of the presently existing right of way for 169th Street which contains 0.011 acres more or less.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 15th day of April, 2011



Fred L. Bengé
Fred L. Bengé

COPY



Exhibit 3

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PROJECT: 0710215
CODE: 5310
PARCEL NO.: 242-Fee Simple with Full Limitation of Access
Form WL-2
Key Number 09-09-12-00-00-009.000

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the Southwest corner of said quarter section; thence North 88 degrees 05 minutes 07 seconds East, on and along the South line of said quarter section, 1,3991.31 feet measured (1398.83 feet deed) ; thence North 1 degrees 00 minutes 44 seconds East 437.18 feet to a point on the East Right of Way line for U.S. 31, said point being the point of beginning; thence North 15 degrees 09 minutes 15 seconds West, on and along said Right of Way line, 563.36 feet; thence North 11 degrees 34 minutes 50 seconds West, continuing on and along said Right of Way line, 650.94 feet; thence North 14 degrees 39 minutes 46 seconds West continuing on and along said Right of Way line, 326.54 feet measured (323.87 feet deed) ; thence North 87 degrees 58 minutes 24 seconds East, parallel with the North line of said quarter section, 294.79 feet; thence South 0 degrees 16 minutes 15 seconds West 494.35 feet measured (495.0 feet deed) ; thence North 88 degrees 10 minutes 31 seconds East 86.33 feet measured (86.0 feet deed) ; thence South 1 degrees 00 minutes 44 seconds West 1016.35 feet to the point of beginning.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantor's abutting lands, along the line described as follows: Beginning at the eastern end of the western 44.85 feet of the 294.79 - foot call above; thence South 18 degrees 02 minutes 23 seconds East 453.22 feet to point "201" on said plat; thence South 13 degrees 45 minutes 32 seconds East 775.26 feet to point "202" on said plat; thence South 22 degrees 25 minutes 53 seconds East 18.08 feet to the eastern line of said grantor's land and terminating. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 27th day of April, 2010


Fred L. Bengé



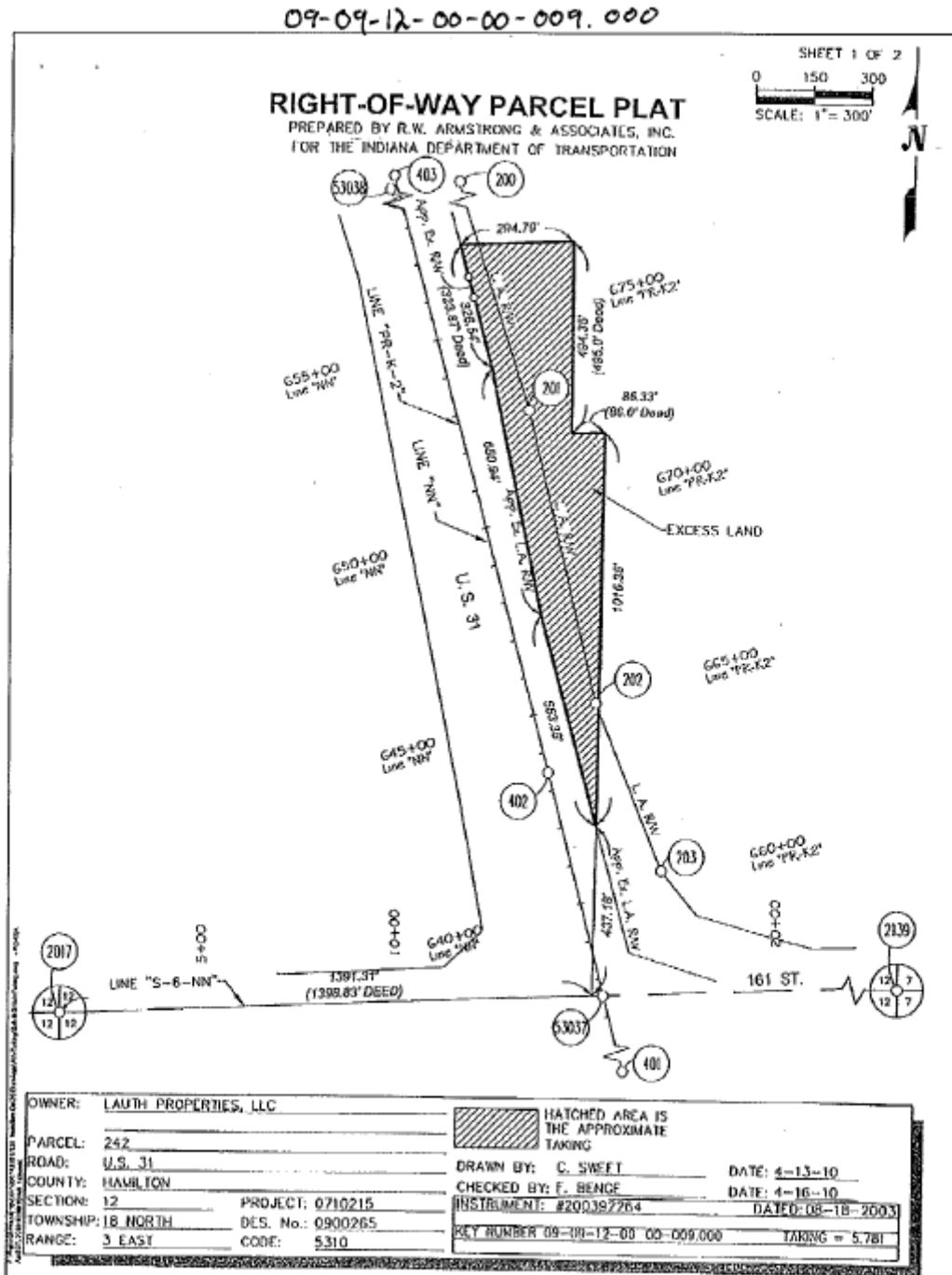


Exhibit 3

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09-09-12-00-00-003.000
PROJECT: 0710215
CODE: 5311
PARCEL NO.: 248- Fee Simple with Partial Limitation of Access
Form WL-2

Key Number 29-09-12-000-003.000-029

Part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the North line of said quarter section South 87 degrees 27 minutes 51 seconds West 1,983.51 feet from the northeast corner of said quarter section, said point being on the western boundary of U.S. 31; thence along said boundary southeasterly 347.57 feet along an arc to the left and having a radius of 11,551.02 feet and subtended by a long chord having a bearing of South 14 degrees 19 minutes 10 seconds East and a length of 347.56 feet; thence South 15 degrees 10 minutes 53 seconds East 109.32 feet along said boundary to the south line of said grantors' land; thence South 87 degrees 27 minutes 51 seconds West 217.70 feet along said line to point "24413" on said plat; thence North 10 degrees 41 minutes 46 seconds West 110.92 feet to point "24803" on said plat; thence North 27 degrees 57 minutes 49 seconds East 64.03 feet to point "24804" on said plat; thence North 3 degrees 51 minutes 44 seconds West 282.01 feet to the north line of said grantors' land; thence North 87 degrees 27 minutes 51 seconds East 112.57 feet along said line to the point of beginning, containing 1.665 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantors' abutting lands, along the lines described as follows: Beginning at a point on the North line of said quarter section South 87 degrees 27 minutes 51 seconds West 2,016.68 feet from the northeast corner of said quarter section; thence South 7 degrees 10 minutes 12 seconds East 165.05 feet to point "24807" on said plat; thence South 10 degrees 41 minutes 05 seconds East 185.09 feet to point "24806" on said plat; thence South 25 degrees 56 minutes 31 seconds East 51.47 feet to point "24800" on said plat; thence South 9 degrees 22 minutes 35 seconds East 52.31 feet to the south line of said grantors' land and the terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 7th day of April, 2011

Fred L. Bengé
Fred L. Bengé



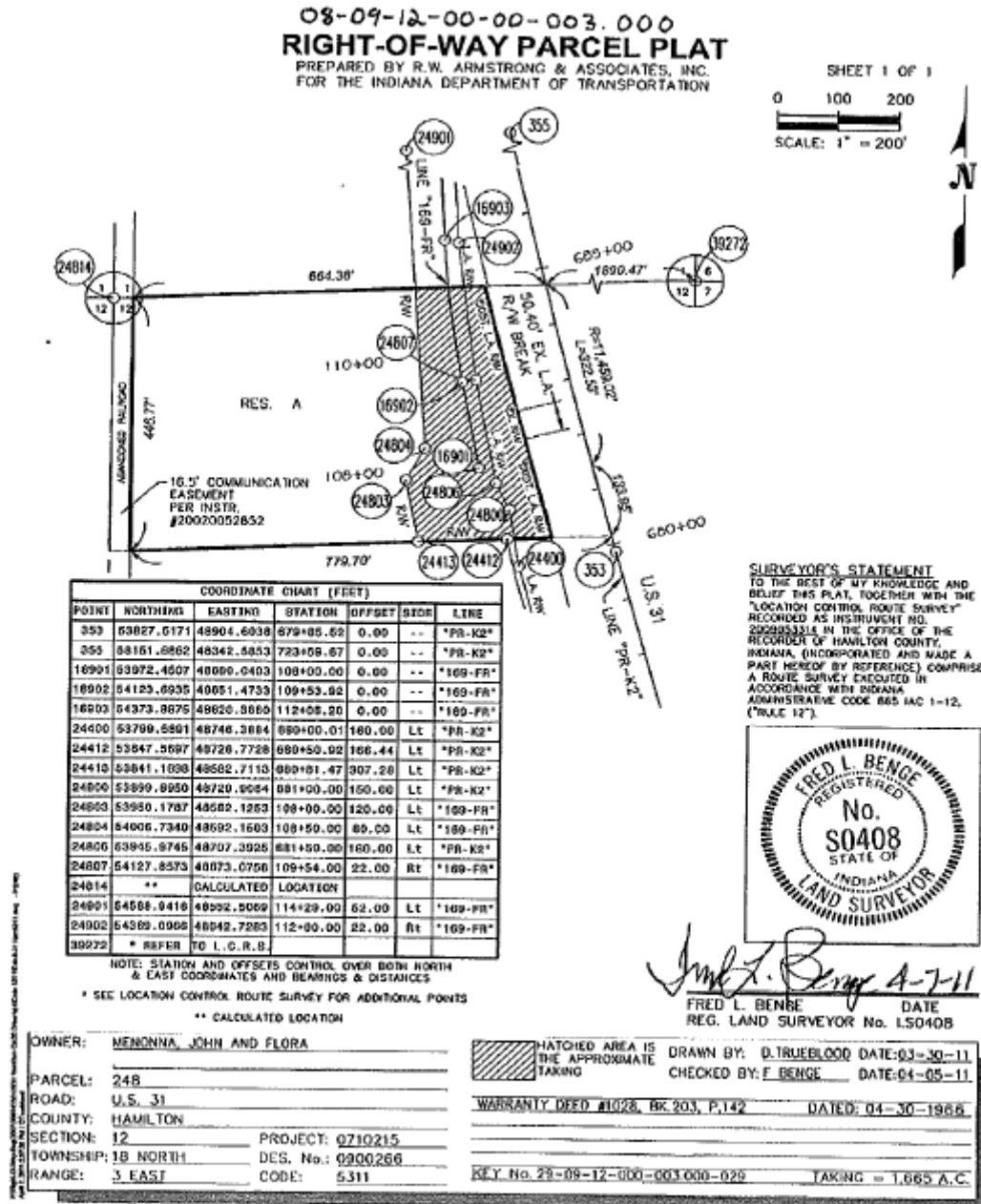


Exhibit 3

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09-09-01-00-00-003.201

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 448-Fee Simple
Form WD-1
Key Number 29-09-01-000-003.201-015

Part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked "Exhibit B", described as follows: Commencing at the Northeast corner of the Northwest quarter of said quarter section; thence South 89 degrees 50 minutes 06 seconds West along the north line of said quarter section to the Northeast corner of the property described in a deed recorded as Deed Record 317 page 314; thence South 1 degree 02 minutes 13 seconds West 705.83 feet along the east line of said property to the point of beginning of this description designated as point "44811" on said plat; thence South 31 degrees 22 minutes 41 seconds East 25.76 feet to point "44812" on said plat; thence South 89 degrees 38 minutes 08 seconds East 52.32 feet to point "44813" on said plat; thence North 81 degrees 44 minutes 30 seconds East 34.08 feet to the east line of said grantors' land; thence South 18 degrees 22 minutes 43 seconds West 65.28 feet along said east line; thence southwesterly 91.48 feet along an arc to the left having a radius of 325.00 feet and subtended by a long chord having a bearing of South 10 degrees 18 minutes 54 seconds West and a length of 91.18 feet to the southeast corner of said grantors' land; thence North 89 degrees 54 minutes 29 seconds West 65.60 feet along the south line of said grantors' land to the southwest corner of said grantor's land; thence North 1 degree 02 minutes 13 seconds East 169.01 feet along the west line of said grantors' land to the point of beginning and containing 0.268 acres, more or less.

This description was prepared for the Indiana
Department of Transportation, by Fred L. Bengt, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 7th day of November, 2011



Fred L. Bengt
Fred L. Bengt

LEGAL DESCRIPTION
FEE SIMPLE RIGHT-OF-WAY
PARCEL 448

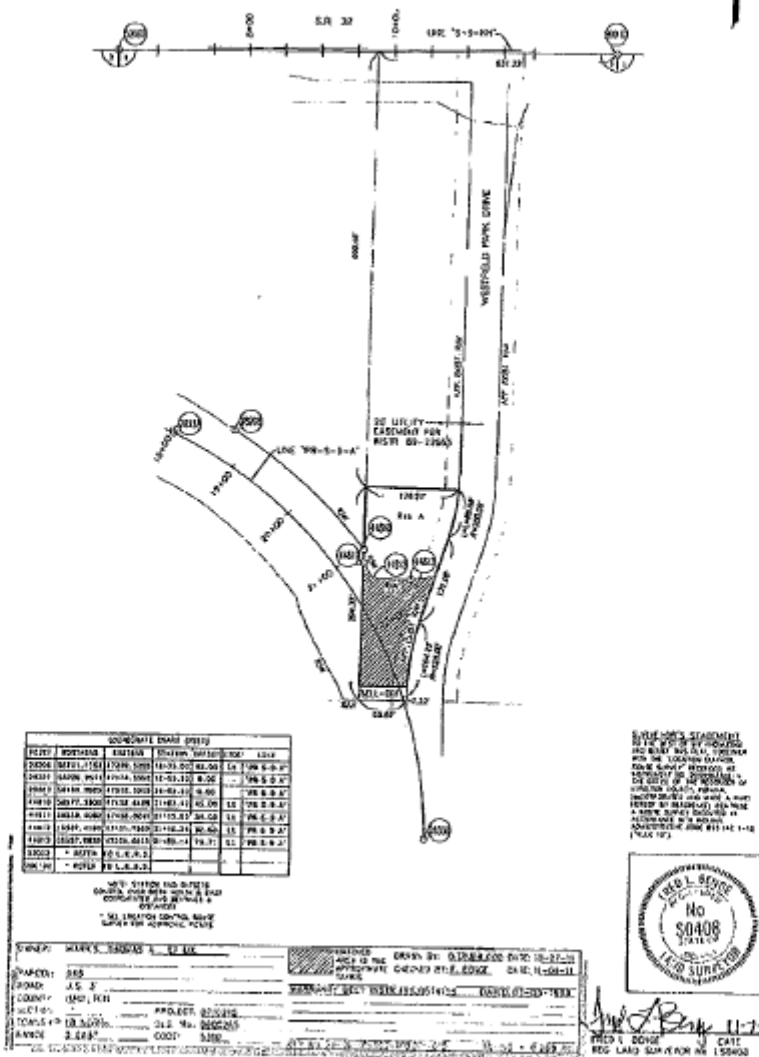
09-09-01-00-00-003.201

RIGHT-OF-WAY PARCEL PLAT
PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.

PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE HONOLULU DEPARTMENT OF TRANSPORTATION

SHEET 4 OF 4

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RIGHT-OF-WAY PARCEL PLAT

Exhibit 3

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09-09-01-02-03-008.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 436-Fee Simple
Form WD-1
Key Number 29-09-01-203-008.000-015

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the south boundary of State Road 32 South 89 degrees 59 minutes 21 seconds West 49.00 feet from the northwest corner of Lot #2 in Roberts Addition to the Town of Westfield as recorded in Deed Record 39, Pg. 433 in the Office of the Recorder of Hamilton County Indiana; thence South 69 degrees 22 minutes 12 seconds West 43.29 feet to point "43602" on said plat; thence South 86 degrees 54 minutes 26 seconds West 59.11 feet to a point on the west line of said grantor's land designated as point "43600" on said plat; thence North 0 degrees 12 minutes 40 seconds West 18.14 feet along said line to the southern boundary of State Road 32; thence North 89 degrees 49 minutes 33 seconds East 99.60 feet along said boundary to the point of beginning and containing 0.030 acres, more or less.



This description was prepared for the Indiana Department of Transportation, by Fred L. Bengel, Indiana Registered Land Surveyor, License Number LS80040408, on the 6th day of August, 2011


Fred L. Bengel

Exhibit 3

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09-09-01-02-03-008.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 436A-Temporary Right of Way for Drive Construction
Form T-1

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northwest corner of Lot #2 in Roberts Addition to the Town of Westfield as recorded in Deed Record 39, Pg. 433 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 59 minutes 21 seconds West 49.00 feet to the northeast corner of said grantors' land; thence South 69 degrees 22 minutes 12 seconds West 43.29 feet; thence South 86 degrees 54 minutes 26 seconds West 34.04 feet to the point of beginning of this description; thence South 0 degrees 10 minutes 30 seconds East 37.27 feet; thence South 89 degrees 49 minutes 30 seconds West 25.01 feet to the west line of said said grantors' land; thence North 0 degrees 12 minutes 40 seconds West 35.99 feet along said line; thence North 86 degrees 54 minutes 26 seconds East 25.06 feet to the point of beginning and containing 0.021 acres, more or less.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengt, Indiana Registered Land Surveyor, License Number LS80040408, on the 6th day of August, 2011



Fred L. Bengt
Fred L. Bengt

Exhibit 3

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09-09-01-02-03-008.000

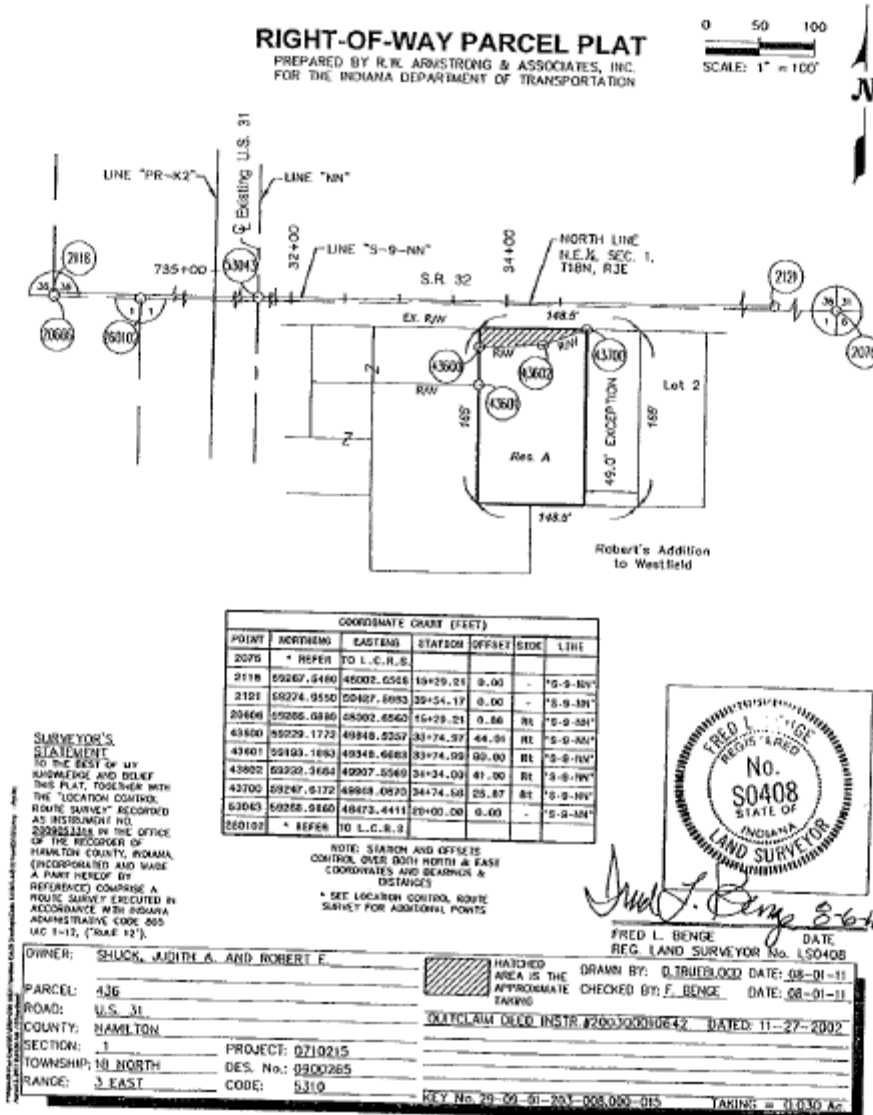


Exhibit 3

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09-09-01-02-07-025.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 263-Fee Simple with Partial Limitation of Access
Form WL-2
Key Number 29-09-01-201-016.000-015

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section; thence South 0 degrees 00 minutes 28 seconds West 897.91 feet along the west line of said Quarter Section to the northern right of way line of the former Central Indiana Railway; thence North 89 degrees 18 minutes 01 seconds East 33.02 feet along said northern right of way to the point of beginning of this description which point is on the eastern right of way line of the former Monon Railroad; thence South 89 degrees 56 minutes 52 seconds East 39.93 feet along said northern right of way line to a corner of the parcel of land described in Instrument #200500030587 in the Office of the Recorder of Hamilton County, Indiana; thence South 88 degrees 52 minutes 27 seconds East 225.94 feet along said northern right of way line to the western boundary of U.S. 31; thence South 0 degrees 19 minutes 59 seconds West 37.04 feet along said boundary to the southern right of way line of said former Central Indiana Railway and a corner of the parcel of land described in said instrument; thence North 89 degrees 21 minutes 43 seconds West 265.62 feet along said right of way line to the former east right of way line of said Monon Railroad; thence North 0 degrees 00 minutes 40 seconds West 38.56 feet along said right of way line to the point of beginning, containing 0.233 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantor's remaining lands along the lines described as follows: Commencing at the Northwest corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 0 degrees 00 minutes 28 seconds West 897.91 feet along the east line of said Quarter Section line to the former north right of way line of the Central Indiana Railway; thence North 89 degrees 18 minutes 01 seconds East 33.02 feet along said northern right of way line; thence South 89 degrees 54 minutes 29 seconds East 15.37 feet along said right of way line to the point of beginning of this description; thence South 0 degrees 32 minutes 27 seconds West 38.70 feet to the

Exhibit 3

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09-09-01-02-07-025.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 263-Fee Simple with Partial Limitation of Access

Form WL-2

Key Number 29-09-01-201-016.000-015

south right of way line of said Central Indiana Railway and the terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.



This description was prepared for the Indiana Department of Transportation, by Fred L. Bengt, Indiana Registered Land Surveyor, License Number LS80040408, on the 8th day of September, 2011.
Revised 2-7-12

Fred L. Bengt
Fred L. Bengt

09-09-01-02-07-025.000

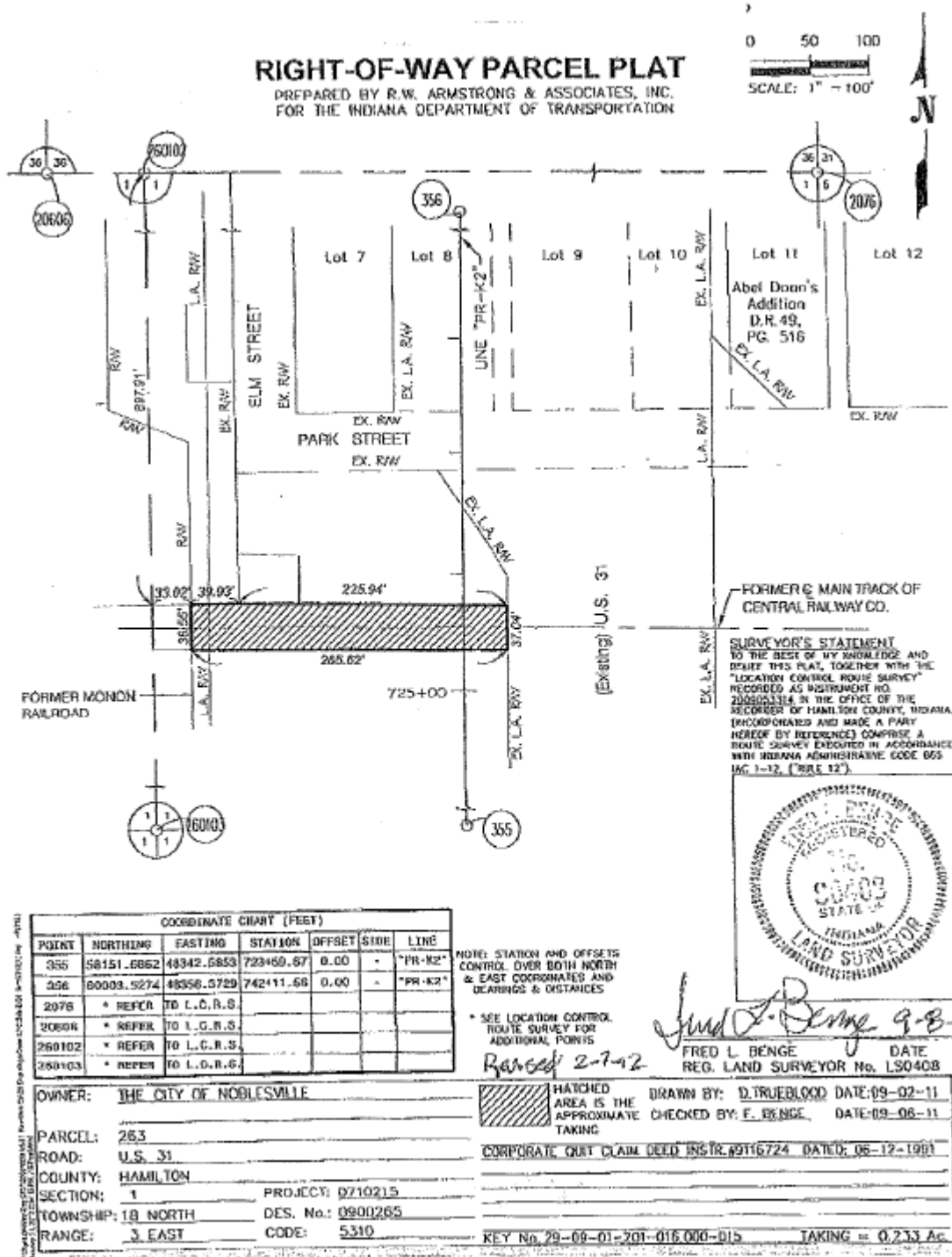


Exhibit 3

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PROJECT: 0710215 09-05-36-00-00-039.000
 CODE: 5310 09-05-36-00-00-039.002
 PARCEL NO.: 284-Fee Simple
 Form WD-1
 Key Number 29-05-36-000-039.000-015

Part of the Southwest Quarter of Section 36, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way depicted on the attached Right of Way Parcel Plat, marked "Exhibit B", described as follows: Commencing at the southeast corner of said Quarter section; thence North 89 degrees 50 minutes 43 seconds West 576.07 feet (576.00 feet by Instrument Number 8711534) along the south line of said section; thence continuing North 89 degrees 50 minutes 43 seconds West 748.73 feet along said south line to the southwest corner of the Southeast Quarter of said quarter section; thence North 0 degrees 38 minutes 43 seconds East 492.50 feet along the west line of said quarter-quarter section to the prolonged north line of the grantor's land; thence South 89 degrees 50 minutes 43 seconds East 17.50 feet along said north line prolonged to the east boundary of Wheeler Road (foregoing portion of this description beginning with the words "Part of the Southwest Quarter of Section 36" is quoted from Instrument #2007040170 in the Office of the Recorder of Hamilton County, Indiana); thence South 0 degrees 19 minutes 34 seconds West 32.20 feet along said boundary to point "28408" on said plat, and the point of beginning of this description; thence South 45 degrees 33 minutes 27 seconds East 53.22 feet to point "28409" on said plat; thence South 89 degrees 21 minutes 21 seconds East 400.00 feet to point "28410" on said plat; thence North 51 degrees 49 minutes 57 seconds East 54.86 feet to the west boundary of Sun Park Drive designated as point "28411" on said plat; thence South 0 degrees 18 minutes 53 seconds West 121.88 feet along said boundary to point "28412" on said plat; thence North 67 degrees 25 minutes 55 seconds West 46.84 feet to point "28413" on said plat; thence North 89 degrees 21 minutes 21 seconds West 411.98 feet to point "28414" on said plat; thence South 0 degrees 19 minutes 27 seconds West 75.54 feet to a point on the east boundary of Wheeler Road; thence North 89 degrees 39 minutes 48 seconds West 25.84 feet along said boundary; thence North 0 degrees 19 minutes 34 seconds East 182.51 feet along said boundary to the point of beginning and containing 0.860 acres, more or less. All bearings in this description which are not quoted from previous instruments are based on the bearing system for State Project 0710215.

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 25th day of October, 2011


 Fred L. Bengé


RIGHT-OF-WAY PARCEL PLATPREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

09-05-36-00-00-039.000

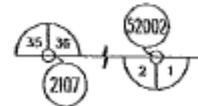
09-05-36-00-00-039.002

0 100 200
SCALE: 1" = 200'

COORDINATE CHART (FEET)						
POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
2107	* REFER	TO L.C.R.S.				
2116	59263.1555	46473.4469	0+00.00	0.00	-	"S-9-NH"
2118	59267.5480	46002.6506	15+29.21	0.00	-	"S-9-NH"
20606	* REFER	TO L.C.R.S.				
28405	59755.4048	46698.2390	2+28.21	491.62	Lt	"S-9-NH"
28408	59728.2047	46698.0557	2+25.94	459.42	Lt	"S-9-NH"
28409	59685.9458	46736.0489	2+63.82	422.05	Lt	"S-9-NH"
28410	59681.4461	47138.0238	6+63.78	416.40	Lt	"S-9-NH"
28411	59715.3485	47179.1684	7+07.01	450.18	Lt	"S-9-NH"
28412	59593.4754	47178.4869	7+05.90	528.31	Lt	"S-9-NH"
28413	59611.4505	47135.2365	6+02.79	346.41	Lt	"S-9-NH"
28414	59618.0829	46723.2802	2+50.85	352.29	Lt	"S-9-NH"
28417	59461.2433	46722.4041	2+48.53	187.39	Lt	"S-9-NH"
28423	59582.3467	47178.3131	7+05.73	297.18	Lt	"S-9-NH"
28442	59866.8597	47180.0132	7+08.31	601.89	Lt	"S-9-NH"
52002	* REFER	TO L.C.R.S.				
53185	59263.7217	46877.9861	2+04.52	0.00	-	"S-9-NH"
280056	* REFER	TO L.C.R.S.				
280102	* REFER	TO L.C.R.S.				

NOTE: STATION AND OFFSETS
CONTROL OVER BOTH NORTH &
EAST COORDINATES AND
BEARINGS & DISTANCES* SEE LOCATION CONTROL
ROUTE SURVEY FOR
ADDITIONAL POINTS

Fred L. Bengt 10-25-11
 FRED L. BENGE DATE
 REG. LAND SURVEYOR No. LS0408

**SURVEYOR'S STATEMENT**

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS
 PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE
 SURVEY" RECORDED AS INSTRUMENT NO. 200905331A IN
 THE OFFICE OF THE RECORDER OF HAMILTON COUNTY,
 INDIANA, (INCORPORATED AND MADE A PART HEREOF
 BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED
 IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE
 865 IAC 1-12, ("RULE 12").

OWNER:	HAMILTON WEST INVESTMENTS	HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY: D. TRUEBLOOD DATE: 10-17-11
PARCEL:	Contact Buyer: HENKE DEVELOPMENT GROUP	WARRANTY DEED INSTR. #8711534	CHECKED BY: F. BENGE DATE: 10-21-11
ROAD:	U.S. 31	DATED: 07-20-1987	
COUNTY:	HAMILTON		
SECTION:	36	PROJECT: 0710215	
TOWNSHIP:	19 NORTH	DES. No.: 0900265	
RANGE:	3 EAST	CODE: 5110	
		KEY No. 29-05-36-000-039.000-015	TAKING = 0.860 Ac.

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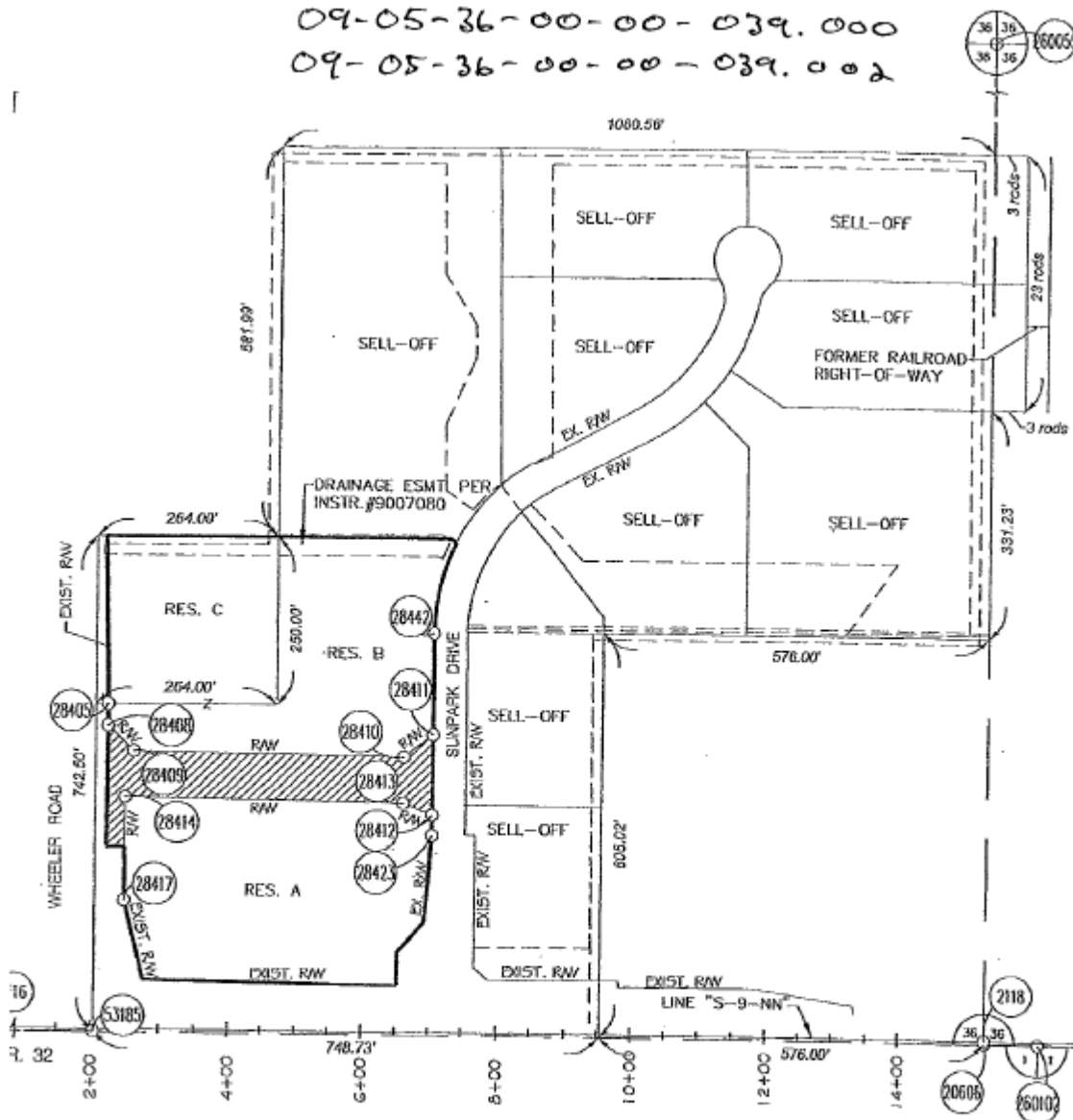


Exhibit 3

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PROJECT: 0710215 **08-05-36-00-00-004.00A**
08-05-36-00-00-004.000
CODE: 5309 **08-05-36-00-00-050.000**
PARCEL NO.: 328A-Perpetual Drainage & Utility Easement
Form PHE-1
Key Number 29-05-36-000-004.000-015

A part of the Northwest Quarter of Section 36, Township 19 North, Range 3 East in Hamilton County, Indiana and being that part of the grantor's land lying within the easement lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit B**, described as follows: Commencing at the northwest corner of said quarter section; thence North 89 degrees 10 minutes 58 seconds East 2,589.74 feet along the north line of said quarter section; thence South 1 degree 36 minutes 53 seconds East 125.01 feet to the point of beginning of this description, designated as point "32827" on said plat; thence continuing South 1 degree 36 minutes 53 seconds East 246.51 feet to point "32832" on said plat; thence southwesterly 190.93 feet along an arc to the right, having a radius of 265.00 feet and subtended by a long chord with a bearing of South 19 degrees 01 minute 32 seconds West and a length of 186.83 feet to point "32833" on said plat; thence South 39 degrees 39 minutes 57 seconds West 1,567.66 feet to point "32834" on said plat; thence southwesterly 898.91 feet along an arc to the left, having a radius of 1,305.00 feet and subtended by a long chord with a bearing of South 19 degrees 55 minutes 57 seconds West and a length of 881.25 feet to point "32835" on said plat; thence South 0 degrees 11 minutes 56 seconds West 68.96 feet to the northern boundary of 181st Street; thence South 89 degrees 31 minutes 54 seconds West 40.00 feet along said boundary; thence North 0 degrees 11 minutes 56 seconds East 69.43 feet to point "32884" on said plat; thence northeasterly 926.47 feet along an arc to the right, having a radius of 1,345.00 feet and subtended by a long chord with a bearing of North 19 degrees 55 minutes 57 seconds East and a length of 908.26 feet to point "32887" on said plat; thence North 39 degrees 39 minutes 57 seconds East 1,567.66 feet to point "32897" on said plat; thence North 162.11 feet along an arc to the left, having a radius of 225.00 feet and subtended by a long chord with a bearing of North 19 degrees 01 minute 32 seconds East and a length of 158.63 feet to point "32898" on said plat; thence North 1 degree 36 minutes 53 seconds West 247.06 feet to point "32837" on said plat; thence North 89 degrees 10 minutes 59 seconds East 40.00 feet to the point of beginning containing 2.730 acres more or less.

This description was prepared for the City of Westfield, Indiana
by Fred L. Bengé, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 23rd day of May, 2012

Fred L. Bengé
Fred L. Bengé



Exhibit 3

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PROJECT: 0710215 *08-05-36-00-00-004.00A*
CODE: 5309 *08-05-36-00-00-004.000*
PARCEL NO.: 328B-Perpetual Drainage & Utility Easement
Form PHE-1
Key Number 29-05-36-000-004.000-015

A part of the Northwest Quarter of Section 36, Township 19 North, Range 3 East in Hamilton County, Indiana and being that part of the grantor's land lying within the easement lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit B**, described as follows: Commencing at the southeast corner of said quarter section; thence South 89 degrees 31 minutes 54 seconds West 1,231.85 feet along the south line of said quarter section; thence North 37 degrees 20 minutes 33 seconds West 57.13 feet to the point of beginning of this description; thence continuing North 37 degrees 20 minutes 33 seconds West 32.82 feet to point "32823" on said plat; thence North 0 degrees 11 minutes 56 seconds East 12.22 feet to point "32836" on said plat; thence northeasterly 823.14 feet along an arc to the right, having a radius of 1,195.00 feet and subtended by a long chord with a bearing of North 19 degrees 55 minutes 57 seconds East and a length of 806.97 feet to point "32824" on said plat; thence North 39 degrees 39 minutes 57 seconds East 1,533.51 feet to point "32873" on said plat; thence North 88 degrees 23 minutes 07 seconds East 63.46 feet to the east line of said grantor's land, designated as point "32829" on said plat; thence South 1 degree 35 minutes 17 seconds East 1,397.39 feet along said line to point "32892" on said plat; thence South 88 degrees 23 minutes 07 seconds West 70.09 feet to point "32891" on said plat; thence North 1 degree 36 minutes 53 seconds West 1,129.90 feet to point "32890" on said plat; thence North 50 degrees 20 minutes 03 seconds West 151.01 feet to point "32888" on said plat; thence South 39 degrees 39 minutes 57 seconds West 1,327.69 feet to point "32886" on said plat; thence southwesterly 809.37 feet along an arc to the left, having a radius of 1,175.00 feet and subtended by a long chord with a bearing of South 19 degrees 55 minutes 57 seconds West and a length of 793.46 feet to point "32885" on said plat; thence South 0 degrees 11 minutes 56 seconds West 38.25 feet to the point of beginning containing 3.636 acres more or less.

This description was prepared for the City of Westfield, Indiana
by Fred L. Bengé, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 23rd day of May, 2012


Fred L. Bengé



Exhibit 3

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08-05-36-00-00-004.00A
08-05-36-00-00-004.000
08-05-36-00-00-050.000

PARCEL NO.: 328WC-Perpetual Drainage & Utility Easement

Form PHE-1

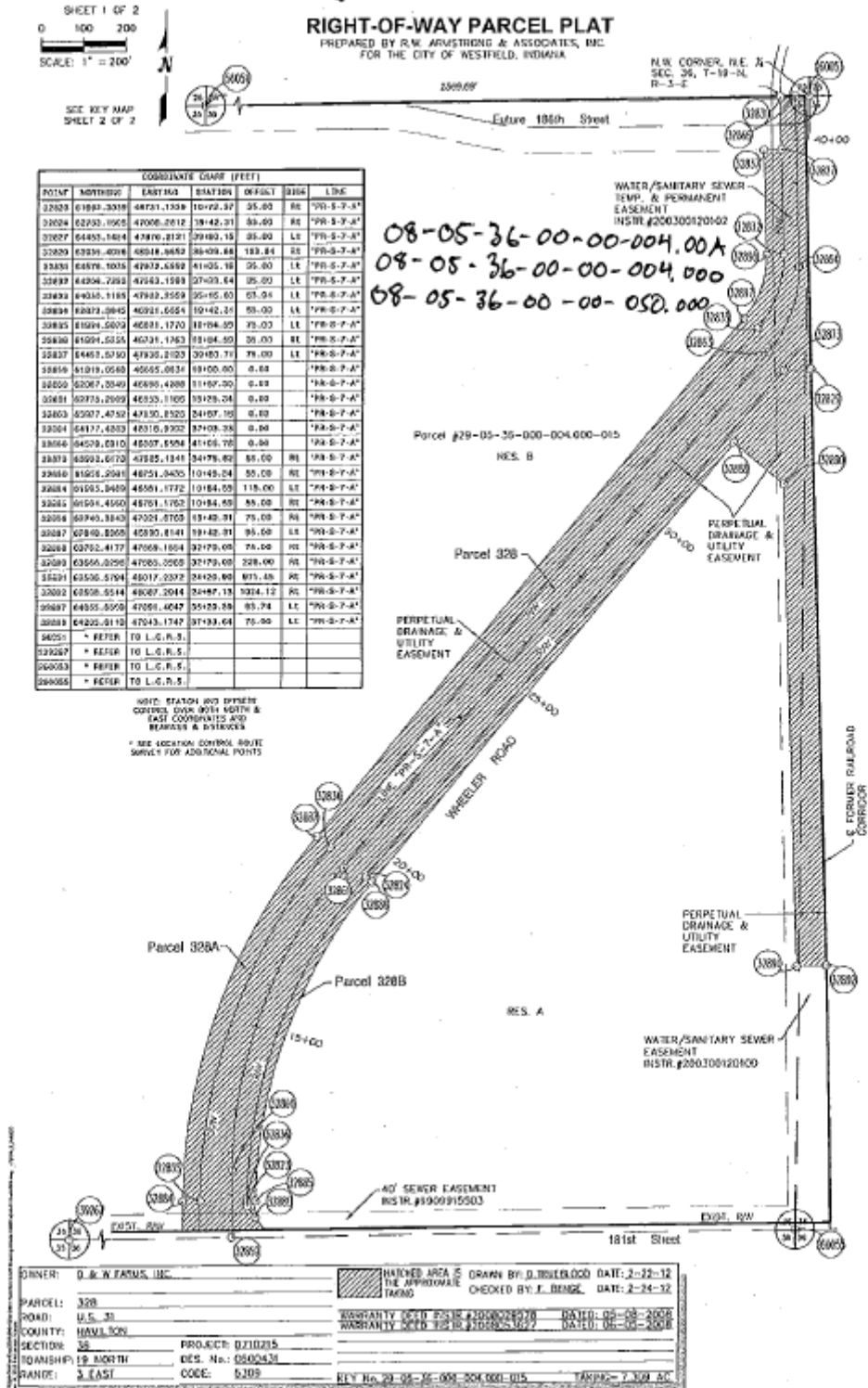
Key Number 29-05-36-000-004.000-015

A part of the Northwest Quarter of Section 36, Township 19 North, Range 3 East in Hamilton County, Indiana and being that part of the grantor's land lying within the perpetual drainage easement lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit B**, described as follows: Commencing at the northwest corner of said quarter section; thence South 0 degrees 19 minutes 04 seconds West 59.99 feet along the west line of said quarter section; thence North 89 degrees 11 minutes 00 seconds East 1,046.10 feet to the point of beginning of this description, designated as point "32913" on said plat; thence continuing North 89 degrees 11 minutes 00 seconds East 40.00 feet to point "32910" on said plat; thence South 4 degrees 53 minutes 37 seconds West 50.25 feet to point "32911" on said plat; thence South 89 degrees 10 minutes 59 seconds West 30.00 feet to point "32912" on said plat; thence North 6 degrees 31 minutes 39 seconds West 50.25 feet to the point of beginning containing 0.040 acres more or less.

This description was prepared for
The City of Westfield, Indiana, by Fred L. Bengé, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 23rd day of May, 2012



Fred L. Bengé
Fred L. Bengé



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08-05-36-00-00-004.00A
08-05-36-00-00-004.000
08-05-36-00-00-050.000

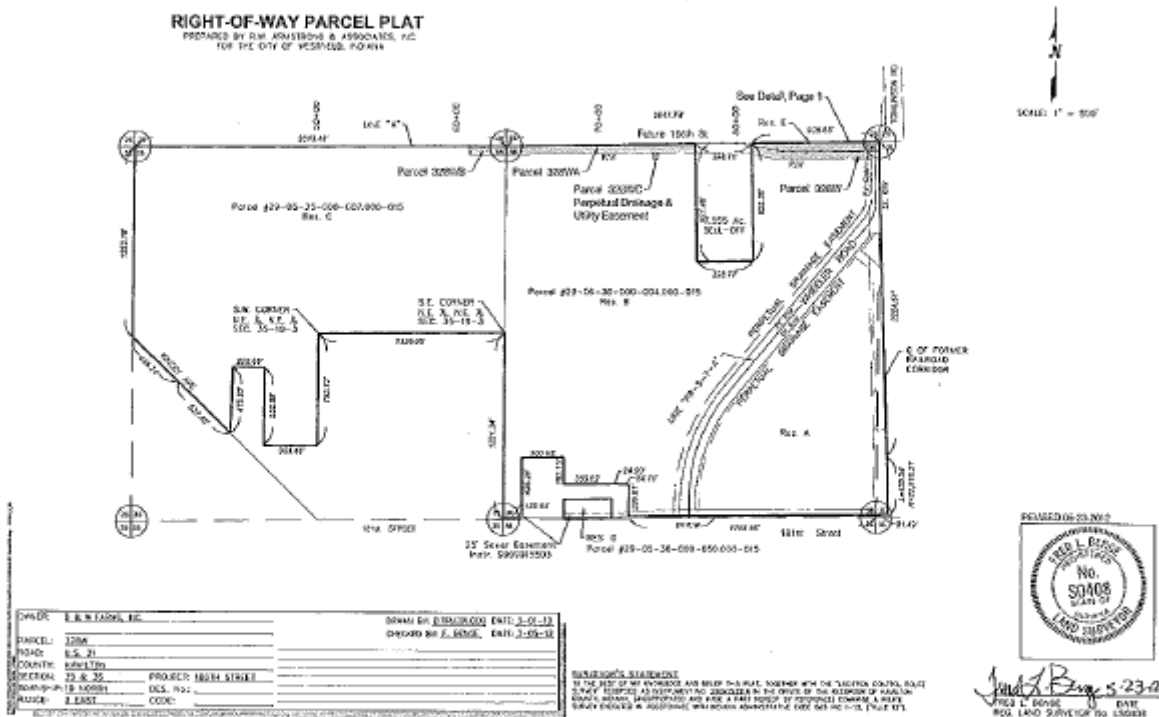


Exhibit 3

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09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262 Fee Simple with Partial Limitation of Access
(WL-2)
Key Number: 29-09-01-201-011.000-015

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of Section 1, Township 18 North, Range 3 East; thence Westerly on and along the South line of said North Half a distance of 2548.96 feet by measurement, 2548.6 feet by deed to the East right-of-way line of the Monon Railroad; thence North 00 degrees 00 minutes 00 seconds East on and along said East right-of-way line a distance of 1379.40 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds East on and along said East right-of-way line a distance of 1362.78 feet by measurement, 1364.65 feet by deed, to the South right-of-way line of the Central Indiana Railway; thence South 89 degrees 58 minutes 00 seconds East on and along said South right-of-way line a distance of 265.62 feet to the West right-of-way line of U.S. Highway 31; thence South 00 degrees 20 minutes 15 seconds West on and along said West right-of-way line a distance of 733.34 feet; thence South 04 degrees 32 minutes 29 seconds West on and along said West right-of-way line a distance of 545.67 feet; thence South 04 degrees 21 minutes 15 seconds East on and along said West right-of-way line a distance of 85.72 feet by measurement, 87.59 feet by deed to the North line of land deeded to Mary Joyce Avril as recorded in Book 187, page 11 in the Hamilton County Recorder's Office; thence North 89 degrees 58 minutes 00 seconds West on and along the North line of said Avril land a distance of 224.60 feet by measurement, 224.79 feet by deed to the Point of Beginning, containing 336,526.59 feet. (7.726 acres).

Also:

One-half of the vacated Railroad corridor (33 feet) along the west and northwest side of Parcel No. 09-09-01-02-01-011.000 pursuant to Declaratory Judgment under Cause No. 29D03-9308-CP-404 and Affidavit of the Hamilton County Auditor dated January 31, 2005 and recorded February 11, 2005 as Instrument No. 200500008558, in the Office of the Recorder of Hamilton County, Indiana.

Exhibit 3

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09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262 Fee Simple with Partial Limitation of Access

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantor's abutting lands, along the line described as follows: Beginning at the eastern end of the western 116.75 feet of the 224.60-foot course described above in the description of the 7.726-acre parcel, said point of beginning being designated as point "26237" on the attached Right of Way Parcel Plat, marked Exhibit B; thence North 3 degrees 23 minutes 56 seconds West 219.51 feet to point "26236" on said plat; thence North 2 degrees 25 minutes 09 seconds West 332.98 feet to point "26225" on said plat; thence North 1 degree 20 minutes 41 seconds West 272.44 feet to point "26224" on said plat; thence North 0 degrees 14 minutes 05 seconds West 353.16 feet to point "26223" on said plat; thence North 10 degrees 52 minutes 52 seconds West 190.78 feet and terminating on the north line of said 7.726-acre parcel. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.



This description was prepared for the
Indiana Department of Transportation, by Fred L. Bengé, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 28th day of January, 2010


Fred L. Bengé

Exhibit 3

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09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262A Fee Simple with Partial Limitation of Access
(WL-2)
Key Number: 29-09-01-201-005.000-015

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, and being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 89 degrees 48 minutes 12 seconds West on and along the North line of said Northeast Quarter a distance of 2487.02 feet by measurement, 2486.88 feet by deed to the West right-of-way line of Elm Street extended North as platted in Able Doan's Addition to Westfield and recorded in Deed Record 49, Page 516 in the Hamilton County Recorder's Office; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on and along the West right-of-way line of said Elm Street a distance of 790.17 feet by measurement, 790.00 feet by deed to the South right-of-way line of Park Street and the Point of Beginning; thence North 89 degrees 48 minutes 12 seconds East on and along the south right-of-way line of Park Street a distance of 163.40 feet to the Westerly right-of-way line of U.S. Highway 31; thence South 37 degrees 28 minutes 22 seconds East on and along said Westerly right-of-way line a distance of 75.00 feet; thence South 52 degrees 31 minutes 38 seconds West 18.00 feet; thence South 37 degrees 28 minutes 22 seconds East a distance of 30.00 feet; thence North 52 degrees 31 minutes 38 seconds East 17.08 feet to the Westerly right-of-way line of U.S. Highway 31; thence South 00 degrees 06 minutes 00 seconds East on and along said Westerly right-of-way line a distance of 24.57 feet by measurement, 24.40 feet by deed to the North right-of-way line of the Central Indiana Railway; thence North 89 degrees 58 minutes 00 seconds West on and along said North right-of-way line a distance of 226.59 feet by measurement, 225.76 feet by deed; thence North 00 degrees 00 minutes 00 seconds East a distance of 107.77 feet to the Point of Beginning, containing 21,370.95 square feet (0.491 acres).

Also:

One-Half of the vacated Railroad corridor (33 feet) along the west side of Parcel No. 09-09-01-00-005.001 pursuant to Declaratory Judgment under Cause No. 29D03-9308-CP-404 and Affidavit of the Hamilton County

Exhibit 3

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09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262A Fee Simple with Partial Limitation of Access

Auditor dated January 31, 2005 and recorded February 11, 2005 as Instrument No. 200500008548, in the Office of the Recorder of Hamilton County, Indiana.

Also:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said section; thence South 89 degrees 49 minutes 31 seconds West 2487.18 feet along the north line of said section to the prolonged west boundary of Elm Street in Able Doan's Addition to Westfield, Indiana, the plat of which addition is recorded in Deed Record 49, page 516, in the Office of the Recorder of Hamilton County, Indiana; thence South 0 degrees 00 minutes 28 seconds West 790.00 feet along said boundary prolonged and along said boundary to the north boundary of Park Street in said addition and the point of beginning of this description: thence South 0 degrees 03 minutes 01 second West 65.35 feet; thence North 89 degrees 59 minutes 32 seconds West 39.95 feet to the east line of said vacated Railroad corridor; thence North 0 degrees 00 minutes 40 second West 65.35 feet along said line; thence South 89 degrees 59 minutes 32 seconds East 40.02 feet to the point of beginning and containing 0.060 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), to and from the grantor's abutting lands, along the line described as follows: Beginning at the western end of the eastern 9.50 feet of the 39.95-foot course described above in the description of the 0.060-acre parcel; thence North 10 degrees 52 minutes 52 seconds West 66.55 feet and terminating on the north line of said 0.060-acre parcel. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the
Indiana Department of Transportation, by Fred L. Bengé, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 28th day of January, 2010




Fred L. Bengé

Exhibit 3

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09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262B Release of Ingress and Egress Easement
(RQCD-1)

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, and being more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 89 degrees 48 minutes 12 seconds West on and along the North line of said Northeast Quarter a distance of 2487.02 feet by measurement, 2486.88 feet by deed to the West right-of-way line of Elm Street extended North as platted in Able Doan's Addition to Westfield and recorded in Deed Record 49, page 516 in the Hamilton County Recorder's Office; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on and along the West right-of-way line of said Elm Street a distance of 790.17 feet by measurement, 790.0 feet by deed to the South right-of-way line of Park Street; thence South 00 degrees 00 minutes 00 seconds East a distance of 107.77 feet to the North right-of-way line of the Central Indiana Railway and the Point of beginning; thence South 89 degrees 58 minutes 00 seconds East on and along the the North right-of-way line of the Central Indiana Railway a distance of 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 40.00 feet to the South right-of-way line of the Central Indiana Railway; thence North 89 degrees 58 minutes 00 seconds West on and along the South right-of-way line of the Central Indiana Railway a distance of 50.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.00 feet to the Point of Beginning, containing 2,000.00 square feet (0.046 acres).



This description was prepared for the
Indiana Department of Transportation, by Fred L. Bengt, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 21st day of JANUARY, 2010


Fred L. Bengt

Exhibit 3

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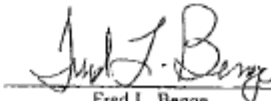
09-09-01-02-01-012.000

PROJECT: 0710215
CODE: 5310
PARCEL NO.: 262C Release of Ingress and Egress Easement
(RQCD-1)

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: COMMENCING at the Northeast corner of the said Quarter Section; Thence on and along the North line thereof, South 89°22'32" West (Assumed bearing) 2486.88 feet to the West Right of Way line of Elm Street Extended; Thence on and along the said Right of Way Line, South 00°26'00" East 790.00 feet to the South Right of Way line of Park Street; Thence on and along the said South Right of Way Line, North 89°22'32" East 163.40 feet to the Westerly Right of Way Line of U.S. Highway No. 31; Thence on and along the said Westerly Right of Way Line, South 37°28'22" East 75.00 feet (the foregoing portion of this description beginning with the word "COMMENCING" is quoted from the description of "Parcel No. 2" in Deed Record 274, page 614); Thence South 52°31'38" West 3.94 feet to the point of beginning of this easement; Thence continuing South 52°31'38" West 10.00 feet; Thence North 37°44'05" West 85.74 feet to the South Right of Way Line of Park Street; Thence on and along the said Right of Way Line, North 89°22'32" East 12.54 feet; Thence leaving the said Right of Way, South 37°44'05" East 78.22 feet to the point of beginning. (the foregoing portion of this description beginning with the words "Thence South 52°31'38" West" is quoted from Deed Record 274, page 615).



This description was prepared for the
Indiana Department of Transportation, by Fred L. Bengel, Indiana
Registered Land Surveyor, License Number LS80040408,
on the 28th day of January, 2010


Fred L. Bengel

[illegible]

ORDINANCE 13-05

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

WHEREAS, the Westfield City Council (the “Council”) has the authority and desires to annex lands into the municipality as defined by IC 36-4-3; and,

WHEREAS, one hundred percent (100%) of the owners of the parcels proposed for annexation as identified in Exhibit “A” and Exhibit “B” (the “Annexation Area”) have filed a petition with the Council; and,

WHEREAS, the Council has conducted a public hearing as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with IC 36-4-3-3.1 (Resolution 13-104); and,

WHEREAS, the Annexation Area meets the contiguity requirements of IC 36-4-3-1.5; and,

WHEREAS, the Council now finds that the statutory criteria for annexation have been met; and,

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE OFFICIAL CITY MAP ADOPTED BY REFERENCE IN SECTION 2-515 OF THE WESTFIELD CODE BE MODIFIED AS FOLLOWS:

Section 1. The Annexation Area, generally located on the southeast corner of 151st Street and Setters Road is hereby annexed to and declared to be a part of the City.

Section 3. The Annexation Area is hereby assigned to City Council District “1” and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

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

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

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

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that ORDINANCE 13-05 was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

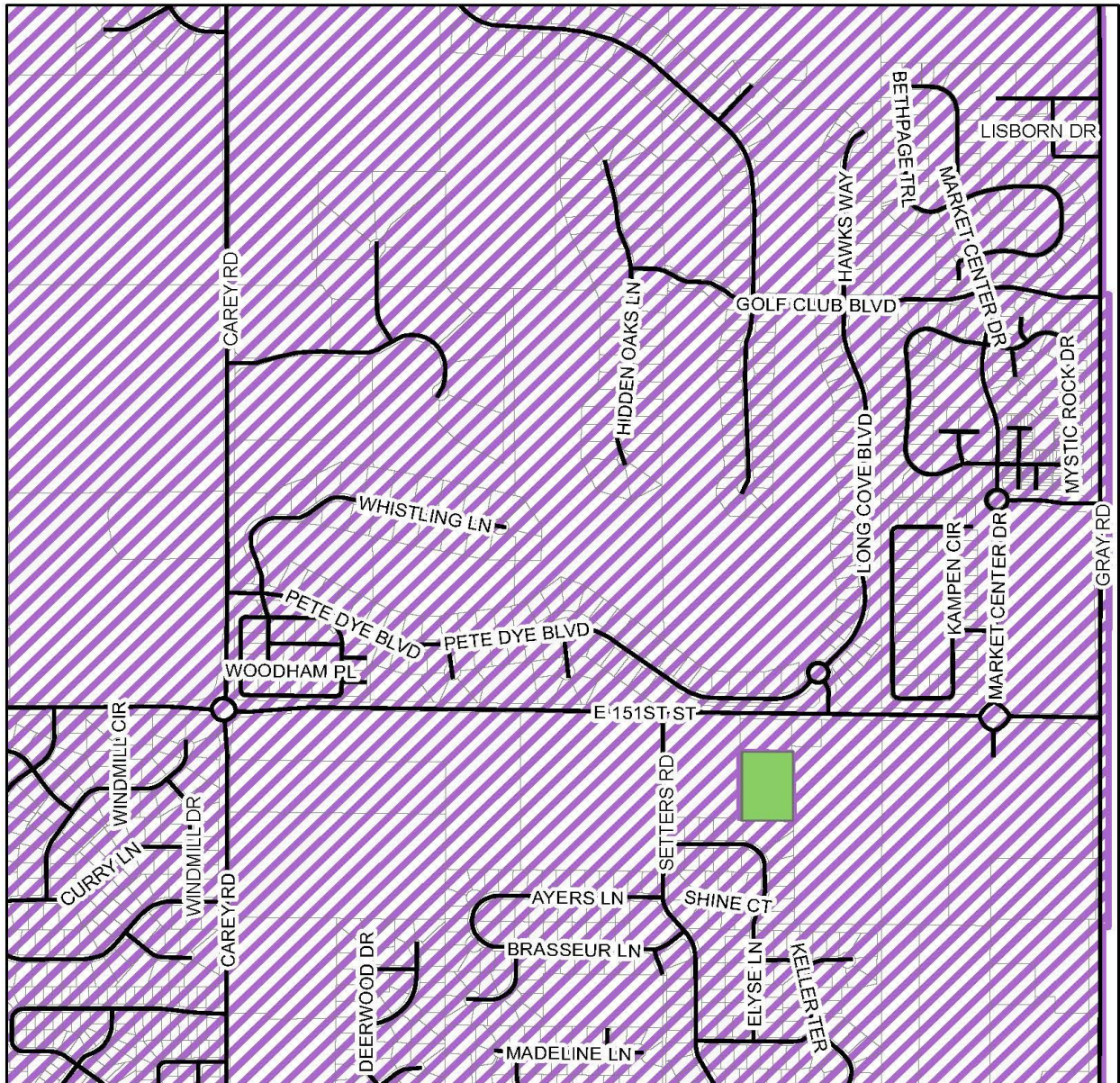
I hereby APPROVE Ordinance 13-05
this _____ day of _____, 2013.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 13-05
this _____ day of _____, 2013.

J. Andrew Cook, Mayor

Exhibit A: Parcel Location Map



Legend

- Parcel to be Annexed
- Existing City Limits

- Parcels
- Streets

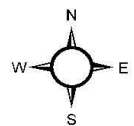


Exhibit “B”
Legal Description of Property to be Annexed

Parcel # 08-10-17-00-00-014.001

Part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter; thence North 89 degrees 52 minutes 47 seconds East along the North line thereof 469.00 feet; thence South 00 degrees 56 minutes 37 seconds East 256.00 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 47 seconds East parallel with the North line of said Quarter Section 332.36 feet; thence South 00 degrees 51 minutes 28 seconds East 407.09 feet; thence South 89 degrees 52 minutes 47 seconds West 331.75 feet; thence North 00 degrees 56 minutes 37 seconds West 407.10 feet to the place of beginning containing 3.103 acres, more or less.

ORDINANCE 13-03

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49, ORDINANCE 08-05, ORDINANCE 09-17, ORDINANCE 10-01, ORDINANCE 10-08, ORDINANCE 10-19, ORDINANCE 11-01, ORDINANCE 12-10 AND TITLE 16 - LAND USE CONTROLS

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Commission”) considered a petition (Docket 1301-PUD-01), filed with the Commission requesting an amendment to Ordinance 06-49, enacted by the Town Council on October 9, 2006 , and amended by (i) Ordinance 08-05, enacted by the City Council on February 11, 2008 (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009; (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010; (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010; (v) Ordinance 10-08, enacted by the City Council on May 24, 2010; (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010; (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011; (viii) and Ordinance 12-10, enacted by the City Council on April 9, 2012 (collectively, the “Bridgewater PUD Ordinance”)

WHEREAS, on February 4, 2013 the Commission took action to forward Docket 1301-PUD-01 to the Westfield City Council with a favorable recommendation in accordance with Ind. Code 36-7-4-608, as required by Ind. Code 36-7-4-1505;

WHEREAS, on February 5, 2013 the Secretary of the Commission certified the action of the Commission to the City Council; and,

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

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

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

SECTION 2. Upon motion duly made and seconded, this Ordinance was fully passed by members of the Council this __ day of _____, 2013. Further, this Ordinance 13-01 shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinance or parts thereof that are in conflict herewith are hereby ordered amended. To the extent that this Ordinance 13-01 conflicts with the terms of any previously-adopted ordinance or part thereof, the terms of this Ordinance 13-01 shall prevail.

[Rest of page is intentionally left blank]

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

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer

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

Signed

I hereby certify that ORDINANCE No. 13-01 was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE No. 13-01

This _____ day of _____, 2013.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE No. 13-01

this _____ day of _____, 2013.

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

Prepared by: Charles D. Frankenberger and Jon C. Dobosiewicz, Nelson & Frankenberger
3105 East 98th Street, Suite 170, Indianapolis, IN 46280, (317) 844-0106

EXHIBIT “A”

- I. Additional Use. Section 8(B) of the Bridgewater PUD Ordinance shall be amended to include the following use as an additional permitted use (the “Additional Permitted Use”) on the Real Estate:

One (1) automobile service center, including the sale of automotive petroleum products (excluding gasoline) and retail consumer goods and routine vehicle maintenance shall be permitted, which routine vehicle maintenance shall include, without limitation, minor repair of automobiles such as repair and replacement of parts and batteries; diagnostic services; minor motor services such as grease, oil, spark plugs and filter changing, tune-ups; replacement of starters, alternators, hoses and brake parts; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles.

- II. Additional Standards. Additional standards applicable to the Additional Permitted Use shall include the following:

- A. All service bays overhead doors shall face south toward the southern parking area;
- B. There shall be no more than 9 service bays;
- C. The sale of gasoline shall be prohibited;
- D. Normal business hours of operation shall be limited to between 7:00 AM and 7:00 PM;
- E. Outside storage of merchandise shall be prohibited;
- F. The overnight, outside storage of motor vehicles that are being repaired shall be prohibited;
- G. There shall be no body work and only minimal tire work performed on the Real Estate;
- H. A sand and oil separator, which prevents contaminants from leaving the site, shall be required.
- I. All containment vessels and containers shall be above ground.
- J. EPA compliant, double hull containment shall be required for all new automotive fluids above 55 gallons.
- K. Construction and maintenance of the building interior shall be in substantial compliance with the photos attached hereto and incorporated herein by reference as **Exhibit “C”**.

- III. Building Materials: The building materials and general design of the primary structure on the Real Estate shall be constructed in a style similar to the illustrations attached hereto and incorporated herein by reference as **Exhibit “D”**. Primary building materials shall be brick and/or stone and shall be installed in compliance with the Architectural Standards of the Bridgewater PUD. Final building plans shall be included in a Development Plan application requiring approval by the Plan Commission.

- IV. Section 8(B)(17) of the Bridgewater PUD. Section 8(B)(17) of the Bridgewater PUD, the text of which is indicated on what is attached hereto and incorporated by reference as **Exhibit “E”** shall remain intact and unchanged and, therefore, the use permitted under Section 8(B)(17) shall remain permitted in Area Y of the Bridgewater PUD.

EXHIBIT "B"

Page 1 of 2

(Legal Description)

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

Commencing from the Southeast corner of said quarter section North 00 degrees 46 minutes 18 seconds West on and along the East Line of the said quarter section 1,080.58 feet; thence South 89 degrees 46 minutes 53 seconds West 45.00 feet to the West right-of-way line of Gray Road as recorded in a Grant of right-of-way, Instrument # 2007-038726 and marking the Point of Beginning of this described lot; thence continuing South 89 degrees 46 minutes 53 seconds West 343.96 feet; thence North 00 degrees 46 minutes 18 seconds West 105.35 feet; thence North 89 degrees 46 minutes 53 seconds East 344.04 feet to the said West right-of-way line of Gray Road; thence South 00 degrees 46 minutes 18 seconds East on and along said right-of-way 105.36 feet to the Point of Beginning, containing 0.83 acres more or less.

EXHIBIT "B"
Page 2 of 2

LEGEND

- AREA X
- AREA Y
- AREA Z

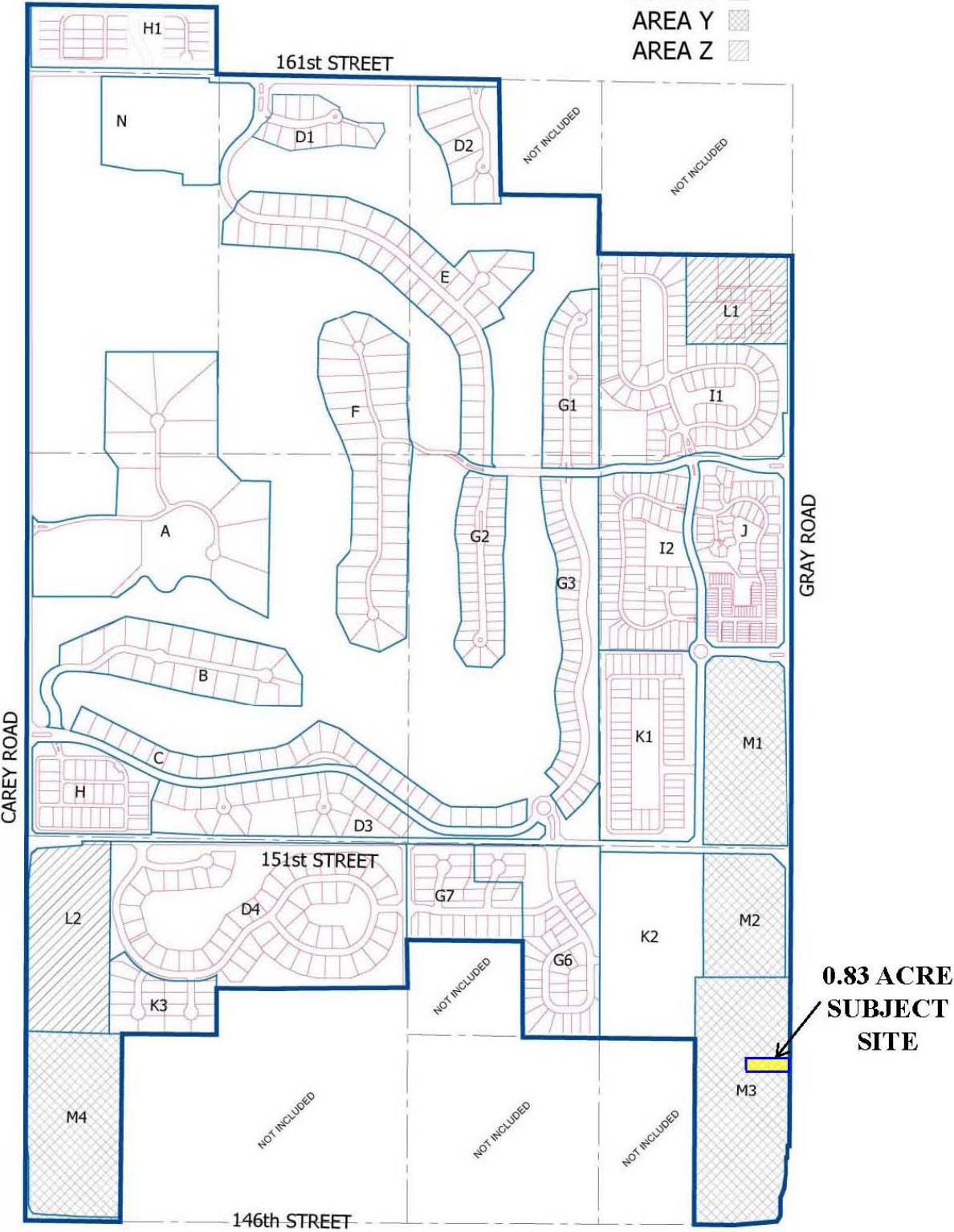


EXHIBIT “C”

Page 1 of 2

(Building Interiors)



EXHIBIT “C”

Page 2 of 2

(Building Interiors)



EXHIBIT “D”
(Building Design)



EXHIBIT "E"

building may have up to two (2) lanes;

- (11) Financial institutions, including drive-through banking facilities and exterior ATMs (provided such are not located between the primary building and the nearest External Streets). All drive-through facilities shall be located on the side of a building or the rear of the building. Drive-through facilities for financial institutions may be up to four (4) lanes;
- (12) General stores;
- (13) Golf cart sales, rentals, and repair;
- (14) Insurance companies;
- (15) Liquor stores and sales;
- (16) Medical, dental and emergency clinics and labs;

- (17) One (1) automobile service station, including car wash, the sale of gasoline and other automotive petroleum products and retail consumer goods. Outside storage of merchandise shall be prohibited. The outside storage of more than three (3) motor vehicles, for repair, shall be prohibited. No gas pumps shall be located between the gas station and External Streets. Body work and major mechanical services are prohibited; however, routine maintenance shall be permitted. All service bays shall face interior parking;

- (18) Pet cemeteries;
- (19) Picture framing;
- (20) Private and public schools without dorms;



Westfield City Council Report

Ordinance Number:	13-03
APC Petition Number:	1301-PUD-01
Petitioner:	KRG Bridgewater, LLC
Requested Action:	An amendment to the Bridgewater PUD to allow an auto service center within the Bridgewater Marketplace of the Bridgewater PUD.
Current Zoning District:	Bridgewater PUD
Referral Date to APC:	December 10, 2012
APC Public Hearing:	January 22, 2013
APC Recommendation:	February 4, 2013
Adoption Consideration:	February 11, 2013
Exhibits:	1. Staff Report 2. APC Certification 3. Additional Supporting Information, 01/31/13 4. Site Plan and Landscaping Plan, 02/01/13
Prepared By:	Kevin M. Todd, AICP

Petition History

This petition was introduced at the December 10, 2012 City Council meeting and received a public hearing at the January 22, 2013 Advisory Plan Commission (the "APC") meeting. The item received a favorable recommendation for approval at the February 4, 2013 APC meeting.

Procedural

- Amendments to an existing PUD District are required to be considered at a public hearing, in accordance with Ind. Code 36-7-4-1505.
- The Advisory Plan Commission held a public hearing on January 22, 2013 and issued a favorable recommendation (8-0) to the City Council in support of the proposed rezone request at its February 4, 2013 meeting.
- Notification of the January 22, 2013 public hearing was provided in accordance with the APC Rules of Procedure.
- The Westfield City Council may take action on this item at its February 11, 2013 meeting.

Project Overview

Project Location

The subject property is approximately 0.83 acre in size and is located within the Bridgewater Marketplace commercial center in the Bridgewater PUD (the “Property”).

Project Description

The proposal is to allow “Automotive Service Center without fuel sales” (the “Use”) on the Property, while preserving the right to locate an automotive service center with fuel sales elsewhere within the commercial area (Area Y) of the Bridgewater PUD (the “Proposal”). The full proposal can be found in Exhibit “A” of the proposed PUD amendment, but in summary, the Proposal:

1. Prohibits the sale of gasoline;
2. Restricts the number of bays;
3. Restricts the bay orientation;
4. Establishes business hours;
5. Prohibits overnight outdoor storage of vehicles;
6. Does not allow major mechanical service, body work, or major tire work;
7. Commits to building and maintaining the building (exterior and interior) as depicted in the amendment; and,
8. Establishes environmental protection measures.

The petitioner has submitted additional materials regarding environmental, safety, noise, and traffic generation concerns (see Exhibit 3). Also, the submitted landscaping plan (see Exhibit 4) indicates enhanced landscaping on the western portion of the Property.

Statutory Considerations

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

1. The Comprehensive Plan.

The Future Land Use Concept Map in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Bridgewater Marketplace center as “Local Commercial”. The Proposal is for a service use, and service uses are contemplated as appropriate uses within “Local Commercial” areas.

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

The Property is vacant, but is platted for commercial development.

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

The Comprehensive Plan, which establishes desirable land use policies for future growth, identifies that local commercial development is appropriate in this area of the community. The Proposal is for a service use, which is identified in the Comprehensive Plan as an appropriate land use in “Local Commercial” areas.

4. The conservation of property values throughout the jurisdiction.

It is anticipated that the proposed use would have a neutral or positive impact on surrounding property values and throughout the jurisdiction.

5. Responsible growth and development.

The Property is contiguous to other developed areas, and the improvement of the Property would be consistent with the principle of contiguous growth. City services such as water, sewer, and emergency services already exist on the Property and are adequate to serve future development of the Property.

Recommendations/Actions

- Economic and Community Development Department [February 4, 2013]
The Westfield Economic and Community Development Staff reported to the APC that the proposed Bridgewater PUD amendment is in good form. Staff recommended that the proposal be forwarded to the City Council with a favorable recommendation.
- Advisory Plan Commission [February 4, 2013]
The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 8-0).
- City Council
 - Introduction: [December 10, 2012]
 - Eligible for Adoption: [February 11, 2013]

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

Exhibit 2

**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

The Westfield-Washington Advisory Plan Commission held a public hearing on Tuesday, January 22, 2013, to consider an amendment to the Bridgewater PUD ordinance. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1301-PUD-01
Petitioner	KRG Bridgewater, LLC
Description	An amendment to the Bridgewater PUD to allow an auto service center within the Bridgewater marketplace of the Bridgewater PUD.

On February 4, 2013, a motion was made and unanimously passed to send a favorable recommendation to the City Council to approve 1205-PUD-05.

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



Matthew S. Skelton, Secretary

February 5, 2013

Date

Exhibit 3



Christian Brothers

A U T O M O T I V E

December 14, 2012

City of Westfield

To Whom It May Concern:

Christian Brothers Automotive does not offer body work as a service, nor are we a major automotive component rebuilding facility. We are not a tire dealer or wholesaler and do not store tires at our facility.

As a repair facility, we do require solvents and fluids; but have chosen to minimize on-site storage facilities depending on outsourced suppliers and daily/monthly deliveries. The minimal stored materials are shelved on solid shelving metal racks or held in tanks or drums.

Below is a list of stored materials, quantities, storage method and ceiling height:

SHOP

<u>Commodity</u>	<u>Quantity</u>	<u>Storage Height</u>	<u>Storage Method</u>
New Oil	Max. 250 gal	14 ft	sealed tank
Waste Oil	Max 200 gal	14 ft	sealed tank
Trans Fluid	Max 55 gal	14 ft	metal/plastic drum
Coolant	Max 55 gal	14 ft	metal/plastic drum
Used Coolant	Max 55 gal	14 ft	metal/plastic drum
Cleaning Solution	3 gallons (mixed)	14 ft	metal rack
Batteries	10	14 ft	metal rack

PARTS ROOM

<u>Commodity</u>	<u>Quantity</u>	<u>Storage Height</u>	<u>Storage Method</u>
Assorted Aerosol			
Lubricants	3 cases	9 ft	metal rack
R134A Refrigerant	one 30 lb cyl	9 ft	metal rack
Brake Fluid	one gal	9 ft	metal rack

Signature

Date

Jonathan Wakefield
New Store Development Director
Christian Brothers Automotive Corporation

Nice difference.

15995 N. BARKERS LANDING RD., SUITE 145, HOUSTON, TX 77079 • 281.870.8900 •
CHRISTIANBROTHERSAUTO.COM

RHINO TUFF TANKS



**STACKABLE TANKS
CONTAINMENT VESSELS
STANDS
ACCESSORIES**

INDUSTRY APPLICATIONS:

Eliminate the hassle of handling messy 55 gallon drums or bulky steel tanks in your liquid storage area. Rhino Tuff Tanks systems will help transform your area into a cleaner, more efficient work space by allowing multiple fluids to be stacked vertically!

Examples of specific uses for Rhino Tuff Tanks include, but are not limited to:

Automotive:	Farm/Ranch/Agricultural:	Chemical:	Industrial:
• Antifreeze	• Chemicals,	• Adhesives	• Cutting Fluids
• Lubricants,	• Herbicides,	• Detergents	• Degreasers
• Transmission Fluids	• Liquid Feed,	• Dyes	• Detergents
• Washer Fluids	• Pesticides,	• Syrups	• Hydraulic Fluids
	• Potable/Non-Potable Water	• Other Food Grade Liquids	• Lubricants

Rhino Tuff Tanks are constructed from Virgin High Density Polyethylene (HDPE) for optimum surface clarity, UV stabilization, and superior environmental stress crack resistance (ESCR). They are designed for use with polyethylene tolerant fluids and accessories.

Rhino Tuff Tanks comply with the standard requirements set forth by NFPA 30, ASTM, ICC, OSHA, and DOT when used to store Class IIIB liquids (defined as liquids with a flash point higher than 2000 Fahrenheit). In accordance with the 2008 Edition NFPA 30 Code: 9.4.2; 9.4.3; 9.6.1; 9.6.2.1; 9.13.4; 12.3.7; 12.6.2.2; 12.8.1; 16.5.2.(2-8); 21.3. Please contact Rhino Tuff Tanks, LLC for further certification information.

NFPA 30; 21.4.1.2(4) requires that storage of Class IIIB liquids inside a building must be protected by an approved automatic fire extinguishing system (2 Hour fire rating; automatic sprinkler system) NFPA 30; 21.4.1.2(3) states that Class IIIB liquids are not permitted to be stored adjacent to Class I or Class II liquids.

Resins used in the construction of Rhino Tuff Tanks are listed with the NSF as meeting the NSF 51 requirements and meet or exceed specifications contained in FDA Regulation 21CFR 177.1520 (2) 3.1 and may be used as an article or as a component of articles for use in contact with food, subject to any limitations of the regulations.

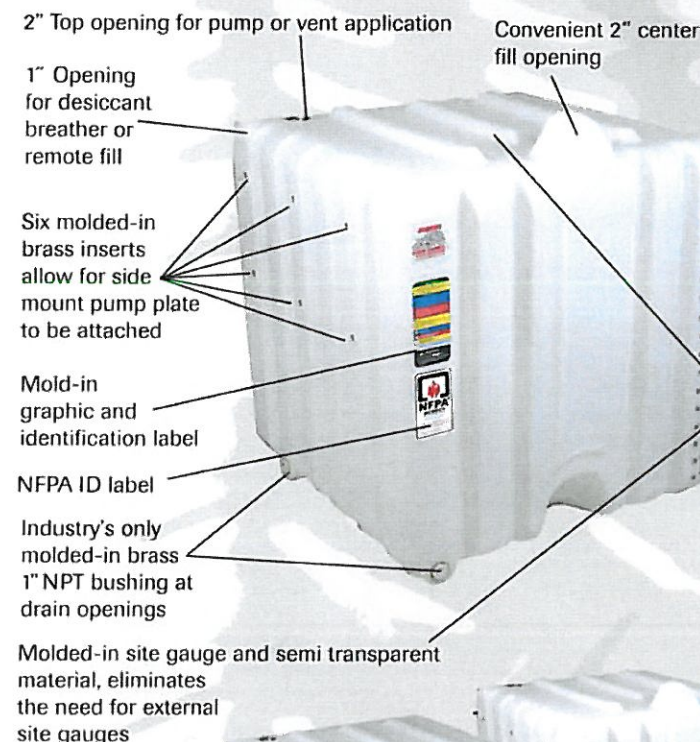
Any use of Rhino Tuff Tanks with incompatible fluids, sealants, hoses, fittings, valves or any other incompatible accessories may cause a tank failure and will immediately void any and all manufacturer's warranty associated with the product(s) supplied by Rhino Tuff Tanks, LLC.



**Rhino Tuff Tanks, 411 West Congress St., Maple Lake, MN 55358
877•RU•TUFF•2 (877.788.8332) www.rhinotufftanks.com**

ADVANCED STORAGE & DISPENSING SYSTEMS FOR MULTIPLE INDUSTRIES

Our Space-Saving Fluid Systems are Simple, Dependable, Versatile, Smarter & Stronger! All tank sizes can be stacked with each other, in any combination, without requiring any converting brackets. Rhino Tuff Tanks have been tested by a third party testing laboratory for dynamic compression, internal pressure, and stack test evaluations. Tanks are designed to be placed on our factory designed HD Universal Tank Stand or flat surface.



FEATURES

- **Natural virgin high density polyethylene construction** (Exceptional stiffness without compromising physical properties)
- **Stackable in any combo - No converting brackets needed** (Space saving design allows individual uncaged tank sizes to be stacked in any combo. Eliminates hassles of handling 55 gallon drums)
- **Convenient center fill**
- **See your exact fluid levels**
- **Standard 3' X 3' footprint among all sizes**

Interlocking top and bottom ridges for secure stacking



RTT-1110

80 Gallons
36" L x 36" W x 18" H
35 lbs.

RTT-1210

120 Gallons
36" L x 36" W x 27" H
50 lbs.

RTT-1310

180 Gallons
36" L x 36" W x 39" H
95 lbs.

RTT-1410

240 Gallons
36" L x 36" W x 49" H
150 lbs.

RTT-1505

325 Gallons
36" L x 36" W x 66" H
300 lbs.

Turn Your RTT Into A Gravity Feed System Utilizing Our Available Packages



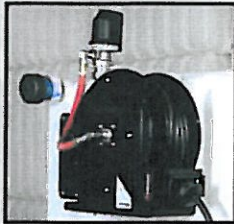
Our 2-tank, 3-tank and 4-tank gravity feed packages have everything you need. Fittings, Tubing, Hose Clamps and Thread Sealant are boxed and ready to go!

Note: Valves Sold Separately

GRAVITY PACKAGES	MODEL #	# TANKS	POLY 1" ELBOW	POLY 1" STRAIGHT	1" BRAIDED TUBING	HOSE CLAMPS	TUBE THREAD SEALANT	ELBOW KIT (Stand)
	RTT-4092	2	1	1	4 LFT	2	1	1
	RTT-4093	3	2	2	9 LFT	4	1	2
	RTT-4094	4	3	3	12 LF	6	1	3

Turn Your RTT into a Pump System Utilizing Our Available Packages

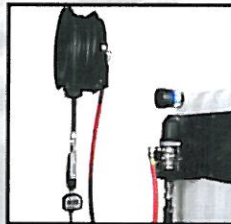
Pump systems provide versatile options for clean convenient and accurate dispensing from the tank, directly to your equipment.



RTT-1101 Top Mount



RTT-1202 Side Mount



RTT-1303 * Wall Mount

* 1" X 6' Pump Inlet Hose / 1/2" X 6' Hydraulic Hose / Brass Ball Valve

Packages Include These Following Accessories:

- 1/4" Air Filter regulator
- Hose Reel & 50' Hose
- Electronic NON-PRESET Meter Dispensing Nozzle
- Side Mount Plate w/Hardware
- Universal Reel Bracket
- Stubby Pump & Reel Brackets
- Desiccant Air Breather



Note: RTT-1101 & RTT-1202 are assembled

RTT Offers 6 Caged Tank Options



Cage Packages include: Tank, Stand Base (no legs), and Cage. Cages increase structural support & security

CAGED PACKAGES	MODEL #	CAPACITY	DIMENSIONS	WEIGHT
	RTT-1415	240 Gallons	36"L x 36"W x 50"H	270 lbs
	RTT-1505	325 Gallons	36"L x 36"W x 66"H	300 lbs
	RTT-1485	80/240 Gallons	36"L x 36"W x 68"H	300 lbs
	RTT-1425	120/240 Gallons	36"L x 36"W x 77"H	320 lbs
	RTT-1435	180/240 Gallons	36"L x 36"W x 89"H	375 lbs
	RTT-1585	80/325 Gallons	36"L x 36"W x 84"H	350 lbs

* Additional caged options available upon request.

* Shown Left: RTT-1425

Containment Vessels

Our vessels are rotationally molded HDPE with vertical rib reinforcement for superior strength and impact resistance



RTT-4040



RTT-4041



DRIP TRAYS	MODEL #	CAPACITY	DIMENSIONS	WEIGHT	
	RTT-4040	203 Gallons	52"W x 58"L x 20"D	38 lbs	Contains RTT gravity feed or pump systems where largest tank holds up to 180 gallons; features molded-in drip tray area with full screen.
	RTT-4041	360 Gallons	42"W x 42"L x 42"D	100 lbs	Contains RTT pump systems where largest tank holds up to 320 gallons; features a molded flat area for product identification label and logo.

COMPLETE GRAVITY FEED SYSTEMS

Now you can order your complete system with one convenient part number!

SYSTEM COMPONENTS INCLUDE: Stackable Tanks, Stand with 24" Legs, Drip Tray Kit, Brass Spring Valves, and all Gravity Feed Accessories. Please refer to our website, www.rhinotufftanks.com, for a detailed parts list.



RTT-6330

80/80 Complete Gravity System
36" x 36" W x 65" H



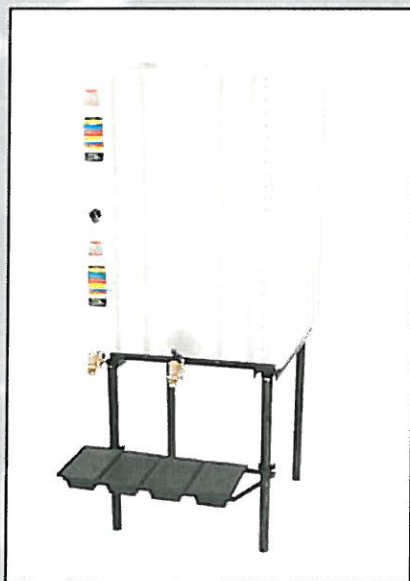
RTT-6333

80/80/80 Complete Gravity System
36" L x 36" W x 83" H



RTT-6320

80/120 Complete Gravity System
36" L x 36" W x 74" H



RTT-6220

120/120 Complete Gravity System
36" L x 36" W x 83" H



RTT-6280

120/180 Complete Gravity System
36" L x 36" W x 95" H



RTT-6880

180/180 Complete Gravity System
36" L x 36" W x 107" H

Rhino Tuff Tanks, 411 West Congress St., Maple Lake, MN 55358
877-RU-TUFF-2 (877.788.8332) www.rhinotufftanks.com



April 3, 2012

Christian Brothers Automotive
15995 N. Barkers Landing
Suite 145
Houston, TX 77079
(281) 870-8900 x104

Re: Used Oil & Environmental Services Proposal-**UPDATE**

Dear Rod:

FCC Environmental is pleased to submit our proposal for **Christian Brothers Automotive** to provide recycling services to various **Christian Brothers Automotive** locations as outlined in this proposal. **FCC Environmental** is uniquely qualified and strategically positioned to enter into a true service partnership with **Christian Brothers Automotive** and we sincerely value our business association.

FCC Environmental, with more than 50 years of recycling experience, has not only the expertise to successfully perform this service, but also the financial backing and depth of resources to meet all provisions of our proposal. All work will be performed by the **FCC Environmental** branch network located throughout the Mid-Atlantic, South Eastern, South Central, and Gulf Coast regions of the United States.

FCC Environmental appreciates the opportunity to earn your business and we are pleased to offer the following proposal for Environmental recycling services.

Sincerely,

Dave Nelson
National Accounts Sales Director
Mobile: (919) 796-8274
Fax: (919) 557-1807
Email: david.nelson@fccenvironmental.com

1.0 QUALIFICATIONS

1.1 FCC Environmental

Since 1950, FCC Environmental has designed, built, owned and operated oil recovery facilities. All of our facilities are fully permitted and are the industry's standard for managing and recycling oily water, used oil, antifreeze and other materials. In addition, we provide vacuum truck services, used oil filter/absorbent recycling and parts cleaner services to over 20,000 active Christian Brothers Automotives. Through our sixteen (16), company owned processing facilities located in the Mid-Atlantic, South Central, South East and Gulf Coast regions of the United States, we are adding value to these waste materials and creating marketable petroleum and metal-based products. Also, because of our financial strength and strong compliance record, small and large generators minimize their liability by using our services. In our service areas, we currently operate a modern fleet of collection vehicles, box trucks, semi-tankers, and pressure/vacuum trucks. FCC Environmental employees are continually trained, both for job knowledge and job safety.

1.2 Best-in-Class Service Fleet

- Operating >400 total direct service vehicles.
 - Overall average age of <4-years.
- Continued focus on efficiency
 - Continuous territory and route analysis
 - GPS installations on service fleet to enhance efficiency
- The fleet management strategy, combined with a focus on efficiency, has resulted in a fleet of efficient, modern, and well-maintained service vehicles.

1.3 Professional Systems

FCC Environmental has the infrastructure and policies established which has created a culture of professionalism which distinguishes FCC from its competitors.

- **Business Conduct**
 - Employees are required to conduct business based on highest possible standards
 - Designated managers must reconfirm familiarity with the policies biannually
- **Business Process**
 - Business system that produces detailed financial and operating reports
 - Disciplined business approach driven by branch-level business reviews
- **Safety & Environmental Compliance**
 - Individual accountability standards have been implemented and are measured monthly.
 - All samples are "finger printed" to ensure proper risk identification, permit compliance, and product quality.

1.4 Fully Permitted

- FCC Environmental has 190 different environmental authorizations and registrations required to conduct business.
- Eight facilities have water pre-treatment and discharge capabilities that comply with Federal Centralized Waste Treatment effluent guidelines.
- Most sites are subject to the following:
 - EPA Notification of Recycled Waste Activity that is required to transport, store, process, and market used oil.
 - Stormwater discharge permits that are required by federal and state regulations.
 - State specific storage tank registrations or oil-handling permits (where required).

2.0 TECHNICAL SPECIFICATIONS

2.1 Statement of Work – Used Oil

FCC Environmental's method of disposition of used oil collected from **Christian Brothers Automotive** locations will be recycling. All waste streams collected will be managed in accordance with all applicable local, state and federal regulations and laws.

FCC Environmental will establish regular collection schedules for all **Christian Brothers Automotive** locations and will route trucks to coincide with regular routing.

All used oil collection tanks will be marked, labeled and maintained with signage as required by local, state and federal laws.

FCC Environmental currently recycles over 90 million gallons of used oil per year and more than 60 million gallons of oily water.

2.2 Statement of Work – Used Antifreeze

FCC Environmental will collect used antifreeze from all specified locations in the geography covered in this proposal at no charge for unlimited gallons collected from **Christian Brothers Automotive** locations. FCC Environmental will provide 55 gallon, polyethylene drums with two (2) 2" openings that conform to DOT shipping specifications. All drums will be labeled, marked and conform to all applicable local, state and federal regulations and laws.

FCC Environmental manufactures a full line of *SureTemp* antifreeze products at its Rockville, VA facility, using a vacuum distillation technology. Meeting all of the specifications of new antifreeze, FCC Environmental's *SureTemp* antifreeze line is formulated with additives supplied by the Penray Company, the leading supplier of antifreeze inhibitors and supplemental coolant additives (SCAs) for both the automotive and truck markets in the United States.

FCC Environmental is one of only four "true" recyclers of used antifreeze in the United States.

FCC Environmental currently recycles over 2 million gallons of spent antifreeze per year.

2.3 Statement of Work – Used Oil Filters

FCC Environmental will provide drums, bins or other bulk containers to collect used oil filters at the sites. Such containers will comply with all applicable laws and regulations and will be clearly labeled to indicate use.

FCC Environmental will collect used oil filters from the containers provided by FCC Environmental on a schedule that will prevent tanks from exceeding capacity.

All used oil filters collected will be transported to a FCC Environmental owned facility. All used oil filters will be recycled into the steel industry after the used oil has been reclaimed by FCC Environmental. Used filters that are sent to a third party will have the oil drained off, crushed into dry “bricks” and put into a roll-off container that is transported to the steel mill for smelting. The Christian Brothers Automotive is supplied with a certificate of recycle. This complete process takes place indoors on sealed concrete and the reclaimed oil is collected daily and shipped to a FCC Environmental facility for recycling.

FCC Environmental currently recycles over 30 million oil filters per year.

3. O ADMINISTRATIVE

3.1 Point of Contact

FCC Environmental will provide **Christian Brothers Automotive** with a minimum of one centralized point of contact for all service issues per FCC service region. This contact will have 24 hour availability 7 days per week to address service issues at the locations.

3.2 Service Request (855-FCC-CALL)

Christian Brothers Automotive's facilities will be given FCC Environmental's toll free number and e-mail address to request any type of service covered under our agreement. When a service request is received, our drivers will immediately be communicated with by cellular phone / radio communications to expedite the service. If a **Christian Brothers Automotive** location requests service for one or more of its waste streams prior to the next scheduled pick up date, FCC will provide service to the location within 48 hours of the request. Furthermore, **Christian Brothers Automotive** can utilize FCC's national Christian Brothers Automotive service email address for any service issues that need to be elevated above the local level. www.clientservices@fccenvironmental.com

3.3 Reports

FCC Environmental will provide **Christian Brothers Automotive** with a monthly report in Microsoft® Excel format that will detail every used oil collection for that particular month if requested. The report will include location, date of service, work order number, invoice number and volumes collected.

At the end of the calendar year, FCC Environmental will provide **Christian Brothers Automotive** with an annual report detailing all material generation collected by FCC from each **Christian Brothers Automotive** location, serviced under this proposal.

3.4 Insurance

FCC Environmental is insured for the following types of coverage.

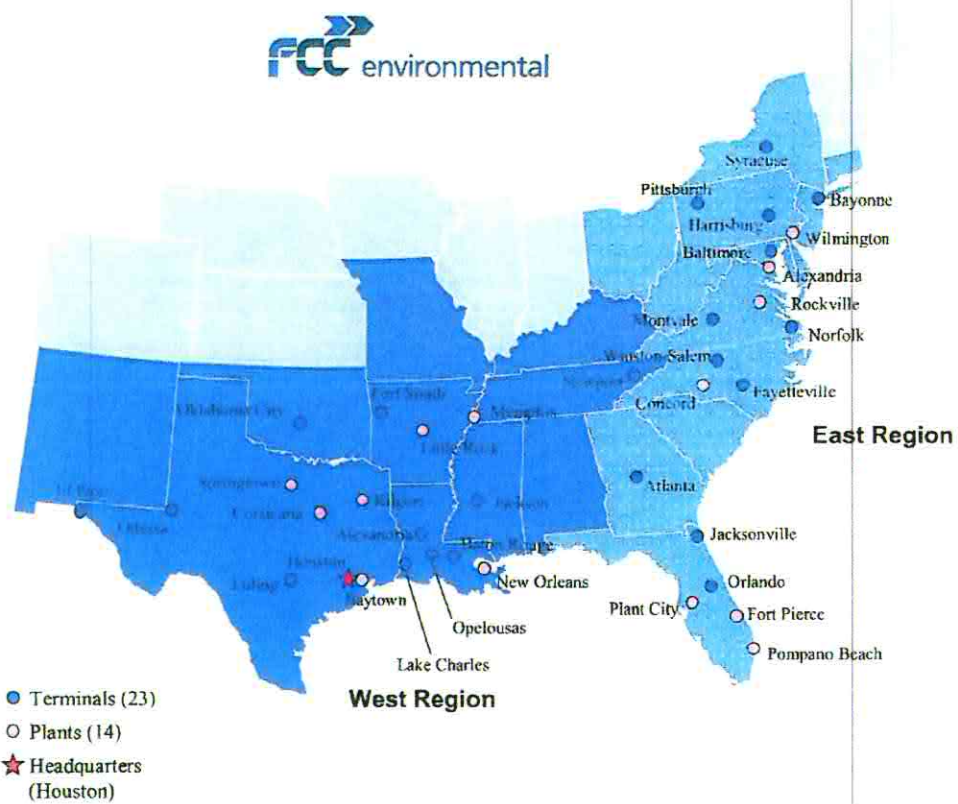
- a. General Liability Coverage for \$7,500,000
- b. Commercial Automotive Liability coverage for \$5,000,000 amended to include coverage for sudden and accidental pollution releases resulting from upset, collision, or overturn of a vehicle.
- c. Pollution Legal Liability coverage for all of our processing facilities with a limit of \$10,000,000 per occurrence/aggregate.

The insurance coverage is provided by a carrier that has an A.M. Best Rating of "A". A copy of our Insurance Certificate is attached to this proposal.

3.5 Regulatory

All waste material transported by FCC Environmental will be transported, stored, and recycled or disposed in accordance with all Federal, State and local regulations.

4.0 FCC ENVIRONMENTAL PROPOSED GEOGRAPHICAL COVERAGE



STANDARD TERMS & CONDITIONS

This Agreement is made effective as of 4-5-2012 (the "Effective Date") by and between FCC Environmental ("Company") and Christian Brothers Automotive ("Customer"). This Agreement will have an initial term of 3 year(s) (1-year if left blank) as of the Effective Date.

1. Applicable Terms. These terms govern the Service Agreement on the reverse side or attached hereto and Hydrocarbon Recovery Services, Inc. dba FCC Environmental (FCC) (the "Company") associated proposal, quotation, or acknowledgment ("Company's Documentation"). Whether these terms are included in an offer or an acceptance by Company, such offer or acceptance is conditioned on Customer's assent to these terms. Company rejects all additional or different terms in any of Customer's forms or documents. Notwithstanding the foregoing, in the event the Company and Customer have duly executed a form of master agreement specifically covering the services contemplated by this Agreement, this Agreement shall only apply to the extent it does not conflict with the terms of such master agreement. This proposal / Agreement shall remain valid for thirty (30) days from the date of issue for Customer's acceptance and acceptance by Company.
2. Payment For Billable Services. Customer shall pay Company the full service fee as set forth in Company's Documentation. Unless Company's Documentation provides otherwise, all taxes, duties or other governmental charges relating to the services provided shall be paid by Customer. If Company is required to pay any such charges, Customer shall immediately reimburse Company. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Company's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Scope of Services and Exclusivity.
 - 3.1 Company shall provide the services specifically described in Company's Documentation during normal business hours, unless otherwise specified in Company's Documentation. Services requested or required by the Customer outside of these hours will be charged at Company's then current schedule of rates including overtime charges, if applicable, and will be in addition to the charges outlined in Company's Documentation. Where the Customer requests additional Services which are outside of the scope of work itemized in Company's Documentation, Company shall provide those services at its standard time and material rates and pursuant to its standard terms and conditions then in effect, unless Company agrees otherwise in writing.
 - 3.2 This Agreement covers all locations, accounts, address's or tank locations referenced in the Customer / Site section in this document, and includes any attachments referenced in the Customer / Site section in this document. Customer must provide Company's vehicles with at least 30 feet of clear access to tanks at the time of collection. Failure to do so can result in a missed collection service, or additional charges. Tanks, drums, or other vessels must have a minimum opening of 2 inches in diameter. Customer will ensure that all areas of its premises where the Company's employees will be working ("Work Areas"), and all areas required to be traversed in order to access the Work Areas, are in safe condition for said employees to work and in full compliance with applicable health, safety, and environmental laws and regulations.
 - 3.3 (Applicable for Parts Cleaner Services) Company will provide service to keep all parts cleaners leased by the Customer from the Company in good working order from the date of installation. The service provided includes preventative maintenance based upon the specific needs of the equipment as determined by the Company service representative and includes unscheduled on call remedial maintenance. Service will also include replacement of parts as deemed necessary by Company. The cost of parts cleaner equipment, replacement parts and associated replacement part labor is not included in service. In the event unscheduled maintenance is necessary Company agrees to respond to the call for service within two (2) business days of receiving telephonic notice of the request for service, or in the alternative, to provide a replacement unit or units for the Customer's use. In the event Company fails to respond to a call for service within the time set forth above, Company will provide the requested service without charge to the Customer.
 - 3.4 By signing this Agreement Customer agrees to exclusively use Company's services specifically described in Company's Documentation throughout the term of this agreement. Customer acknowledges that Company's commitment of the Agreement Rate, if any, for used oil pursuant to this Agreement is based upon Customer's commitment to (i) provide the Annual Gallons set forth in the Agreement and (ii) exclusively uses Company for the collection of used oil throughout the term of this Agreement. Customer also understands that Company, in reliance upon this Agreement, has committed or will commit to third parties with quantities of used oil at certain prices, based on Customer's Annual Gallon commitment, and Company will suffer damages or losses if it is unable to meet such commitments as a

result of Customer's breach of this Agreement.

4. Ownership of Materials. All devices, equipment (other than the Goods), designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Company in connection with services provided, and all related intellectual property rights (including without limitation those associated with the Goods), shall remain Company's property. Company grants Customer a non-exclusive, non-transferable license to facilitate Customer's use of the Goods supplied and the equipment serviced. Customer shall not disclose any such material to third parties without Company's prior written consent.
5. Changes. Company shall not implement any changes in the scope of work described in Company's Documentation unless Customer and Company agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law. In the event of oil price market changes greater than ten percent, as defined by U.S. D.O.E. Gulf Coast Residual Fuel Oil posting, from the date of this agreement, the Company may request to negotiate a new oil payment price, if any, that is reflective of the market price change in U.S. D.O.E. Gulf Coast Residual Fuel Oil Prices and Customer agrees to negotiate any such request in good faith. This agreement may be terminated by Company with thirty days written notice.
6. Warranty. Company warrants (i) that while providing services to the Customer as outlined in Company's Documentation all work will be performed in a workmanlike manner and that Company will use suitably qualified personnel, and (ii) that all Goods shall be free from defects in material and workmanship. These warranties shall survive for ninety days from the date of the service provided (the "Warranty Period"). In the event of a warranty claim, Company shall, at its sole option and as Customer's sole remedy, repeat the service (or repair or replace the subject Goods) at its own expense or refund the service fee actually paid to Company. If Company determines that any warranty claim is not, in fact, covered by the foregoing warranties, Customer shall pay Company its then customary charges for any additionally required services or Goods. The foregoing warranties are conditioned on Customer (a) operating and maintaining any serviced equipment and the Goods in accordance with Company's instructions, in regards to parts cleaner equipment, an essential part of those instructions being that the customer will not use the equipment as a waste receptacle, will not dump oil, dispense aerosols or introduce any other material, such as gasoline, brake cleaners, thinners, and carburetor cleaner, that would cause the solvent to become a waste, and (b) not making any unauthorized repairs or alterations which affect the service or the Goods, and (c) not being in default of any payment obligation to Company. The foregoing warranties do not cover consumable or expendable Goods (such as, for example and not by way of limitation, filter cloth, pump diaphragms and filters) or damage caused by negligent operation of any equipment or Goods by Customer, chemical action or abrasive material or misuse which has damaged the equipment serviced or the Goods, or improper installation (unless installed by Company). THE WARRANTIES SET FORTH IN THIS SECTION ARE COMPANY'S SOLE AND EXCLUSIVE WARRANTIES. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. The parties shall indemnify, defend and hold harmless one another from any claim, cause of action or liability incurred by the other as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by the indemnifying party's negligence. The indemnifying party shall have the sole authority to direct the defense and settle any indemnified claim, unless the indemnified party elects to decline the right of indemnification, which it may do at any time. The obligation to indemnify is conditioned on the indemnified party: (a) promptly notifying the other party (in the case of the Customer being the indemnified party, within the Warranty Period set forth in Section 6); and (b) providing reasonable cooperation in the defense of the claim.
8. Force Majeure. Under no circumstances shall either Company or Customer have any liability for any breach (except for payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, change in law or other act of government or any other cause beyond such party's reasonable control.
9. Agreement Renewal. This agreement will automatically be renewed at the expiration date unless specifically declined at least ten (10) business days prior to the expiration date by Company, or by Customer. The Customer may decline the renewal option by striking this paragraph on the agreement at the time the agreement is signed.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND COMPANY'S TOTAL LIABILITY ARISING AT ANY TIME FROM OR IN CONNECTION WITH THE SERVICES OR THE GOODS OR THE USE THEREOF SHALL NOT EXCEED THE PRICE PAID UNDER THE AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

11. Leased Equipment. Any leased equipment provided by Company shall at all times be the property of Company with the exception of certain miscellaneous installation materials purchased by the Customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such equipment as provided here. Customer agrees that it shall not, nor shall it allow a third party, to pledge, lend, place a lien against or create a security interest in, part with possession of, or relocate such equipment. Customer agrees that it will indemnify Company against breaches of the terms of this paragraph. Customer shall be responsible to maintain such equipment in good and efficient working order.

Upon the expiration or termination of this Agreement, Customer shall promptly make any leased equipment available to Company for removal. Customer hereby agrees that it shall grant Company access to the equipment location and shall permit Company to take possession of and remove such equipment without resort to legal process and hereby releases Company from any claim or right of action for trespass or damages caused by reason of such entry and removal.

12. Nonconforming Waste Material.

12.1 Waste material shall be considered nonconforming if: (1) it has constituents, concentrations, characteristics, components or properties not specified in (a) the approved Waste Characterization Form on file with the Company or (b) the Sample Analytical; (2) the waste material is used oil, the used oil contains greater than 1000 ppm total halogens and the hazardous waste presumption of this used oil cannot be rebutted.

12.2 If Company determines within thirty (30) days after delivery of waste material from Customer's facility that the waste material is nonconforming pursuant to 12.1 above, Company shall immediately notify Customer, and shall, at Company's election, either arrange with Customer for the satisfactory disposition of such waste material upon mutually agreeable terms and conditions, or reject and return such nonconforming waste material to Customer without further obligation. If Company elects to reject and return the waste material, Customer shall promptly arrange for its return and shall pay reasonable charges for Company's handling and time involved up to the time of the return.

12.3 At any time, Company may, upon reasonable grounds to believe that waste material furnished by Customer is nonconforming, so notify Customer and require that Customer have a sample or samples thereof chemically analyzed by a qualified, reputable, independent laboratory acceptable to Company. The results of such chemical analysis shall be furnished to Company. If the chemical analysis demonstrates that the waste material is conforming, Company shall pay the costs of the analysis.

12.4 Any waste material containing any of the Prohibited Wastes as specified in the Company's waste acceptance and/or Permit shall be considered nonconforming.

13. Title.

13.1 Title to and liability for conforming waste material shall pass from Customer to Company when the loading operation of the waste material onto vehicles provided by the Company has been completed and said vehicles are ready to leave the facility of the Customer. If transportation is provided by the Customer, then title passes from Customer to the Company when unloaded at Company's site.

13.2 Title and liability for nonconforming waste material shall at all times remain with the Customer, unless, upon the discovery that the waste material is nonconforming, Company agrees in writing to perform services under this Agreement.

13.3 Should Company revoke acceptance of any nonconforming waste material as provided in 12.0 above, title to and liability for such waste material shall revert in Customer at the time such revocation is communicated to Customer, regardless of who has physical possession of such waste material. Company shall take all reasonable steps appropriate to protect the waste material until Customer can properly retake possession thereof.

13.4 Company shall have title to all materials recovered from Customer's waste material.

14. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Company, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Customer's documents, unless separately signed by Company. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Customer may not assign or permit any other transfer of the Agreement without Company's prior written consent. The Agreement shall be governed by the laws of the state of Delaware without regard to its conflict of laws provisions.
15. Payment For Oil. All payments for oil shall be based on net recovered oil gallons, as determined by the Company at the Company's laboratory equipped receiving facility.

Christian Brothers Automotive


Signature
Rod Marcotte Senior VP
Print Name and Title
4-5-2012
Date Signed

FCC Environmental


Signature
David Nelson, Nat'l. Accts Mgr.
Print Name and Title
04/09/2012
Date Signed



ACOUSTICAL CONSULTANTS INC.

May 29, 2012

Mr. Jonathan Wakefield
New Store Development Director
Christian Brothers Automotive
15995 North Barkers Landing, Suite 145
Houston, Texas 77079
832-598-0420 C, 832-655-5940 W
jwakefield@cbac.com

Re: Environmental Acoustics Study
Proposed Store Location
Allen, Texas
HFP File 7681-1

Dear Mr. Wakefield:

Per your request, HFP Acoustical Consultants Inc. (HFP) has conducted sound level testing and acoustical calculations with regard to the proposed Christian Brothers Automotive store on State Highway 5 in Allen, Texas. This letter report provides our findings with regard to compliance with the Allen noise ordinance.

Allen Noise Ordinance

The City of Allen has a noise ordinance that limits property-line noise contributions to 65 dB(A) during daytime hours (between 7:00 a.m. and 8:00 p.m.). The nighttime limit is 58 dB(A). It is our understanding that Christian Brothers stores are open Monday through Friday from 7:00 a.m. to 6:00 p.m., so only the daytime 65 dB(A) limit should be applicable. The limits given in the ordinance apply for all property lines, both residential and commercial.

Figure 1 shows the proposed site arrangement. The closest point of approach of the property line by potential service bay noise sources will be a 24-foot distance on the north side of Bay 9, on the west end of the facility. Other property lines will be farther from the bay doors, with the exception of the south (rear) façade, which will be only about 10 feet from the property line. The south façade will be solid masonry with only a few small ventilation openings.

Sound Level Measurements at Sugar Land, Texas

HFP conducted measurements of the operational sound levels at the Christian Brothers store at 8431 Homeward Way in Sugar Land, Texas on May 16, 2012. The store is essentially identical in layout to the proposed Allen store, and had vehicle repairs underway in 7 of its 9 bays, a typical work-day condition.

**6001 Savoy Drive, Suite 215
Phone: 713.789.9400**

**Houston, Texas 77036
Fax: 713.789.5493**

#1140, 10201 Southport Road S.W.
Phone: 403.259.6600

Calgary, Alberta, Canada T2W 4X9
Fax: 403.259.6611

The sound level monitor was set up approximately 54 feet from the open door of Bay 8. It could not be placed at 24 feet because it would have been in the middle of the driveway at the Sugar Land location. The general repair operations were not noisy. In the absence of aircraft overflights and nearby street traffic, the observed levels at the monitor ranged from only **51 to 54 dB(A)**.

Air-Powered Tools

The mechanics said that the air-powered impact wrench was the loudest tool they use in the course of their typical work. This noise source is not a continuous source. It is used for a few seconds at a time, primarily for removing or replacing lug nuts. A mechanic ran an Ingersoll Rand 2100G air impact wrench to emulate the worst-case noise from that procedure, and the *short term* level at 24 feet was 72 dB(A).

The mechanics said that, on very rare occasions, they may have to use an air hammer or chisel to cut seized bolts or rusted-on items. The lead mechanic said it is used only once every three months or so, and only for a few seconds. It should be a store policy to roll down the bay doors when this tool is used.

Air Compressor

The air tools are powered by a single central air compressor. At Allen, the compressor will be housed in an interior enclosure, and the property line contribution from this source will be insignificant.

Building Ventilation

The rear façade of the Sugar Land store had three small ventilation fan openings high on the wall. The noise from those openings ranged from 58 to 61 dB(A) at a distance of 10 feet. Those readings included contributions from the oil change shop next to the Sugar Land store.

General Conclusion

In terms of typical operation, the observed car repair activities were relatively quiet, and it is likely that the daytime limit for the Allen noise ordinance would be easily met over any reasonable averaging period at all locations along the property line. The likelihood of noise complaints is very small.

Figure 1 shows the estimated sound level contributions at various property line positions, based on the data and observations from the Sugar Land store.

Future Considerations

On occasion, momentary sound levels at the very closest point of the property line on the open bay side could potentially exceed the ordinance limit during air tool use for a few seconds at a time. If there are complaints or if the City of Allen chooses to enforce the limit to such a strict extent, it might be necessary to add a noise barrier on the north side property line. The barrier would need to extend along the property line from the dumpster enclosure toward the west, for approximately 100 feet. The general barrier location is shown on **Figure 1**. As a guideline, a 6-

to-8-foot tall wood fence with tongue & groove or lap & gap construction should be sufficient for this purpose. It would be preferable to add such a barrier in the future only on an as-needed basis. In the unlikely event that there are noise complaints, an engineered noise barrier could be more specifically designed to address any particular conditions that might arise.

Thank you for the opportunity to be of service. Please call if you have any questions or comments.

Sincerely,
HFP ACOUSTICAL CONSULTANTS INC.

A handwritten signature in black ink, reading "Ronald R. Spillman". The signature is fluid and cursive, with the first name "Ronald" and last name "Spillman" clearly legible.

Ronald R. Spillman, P.E.
Vice President

Attachment: Figure 1



STEVEN J. FEHRIBACH, P.E.
PRESIDENT

JOSEPH T. RENGEL, P.E.
VICE PRESIDENT

R. MATTHEW BROWN, P.E.
VICE PRESIDENT

RICHARD J. KELLY, P.E.
VICE PRESIDENT

TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES
CONSTRUCTION OBSERVATION • SITE ENGINEERING

REGISTRATION
INDIANA
ILLINOIS
IOWA
KENTUCKY
MICHIGAN
OHIO
MISSOURI
FLORIDA

MEMORANDUM

DATE: January 31, 2013

TO: Christian Brothers Automotive

FROM: Steven J. Fehribach, P.E.

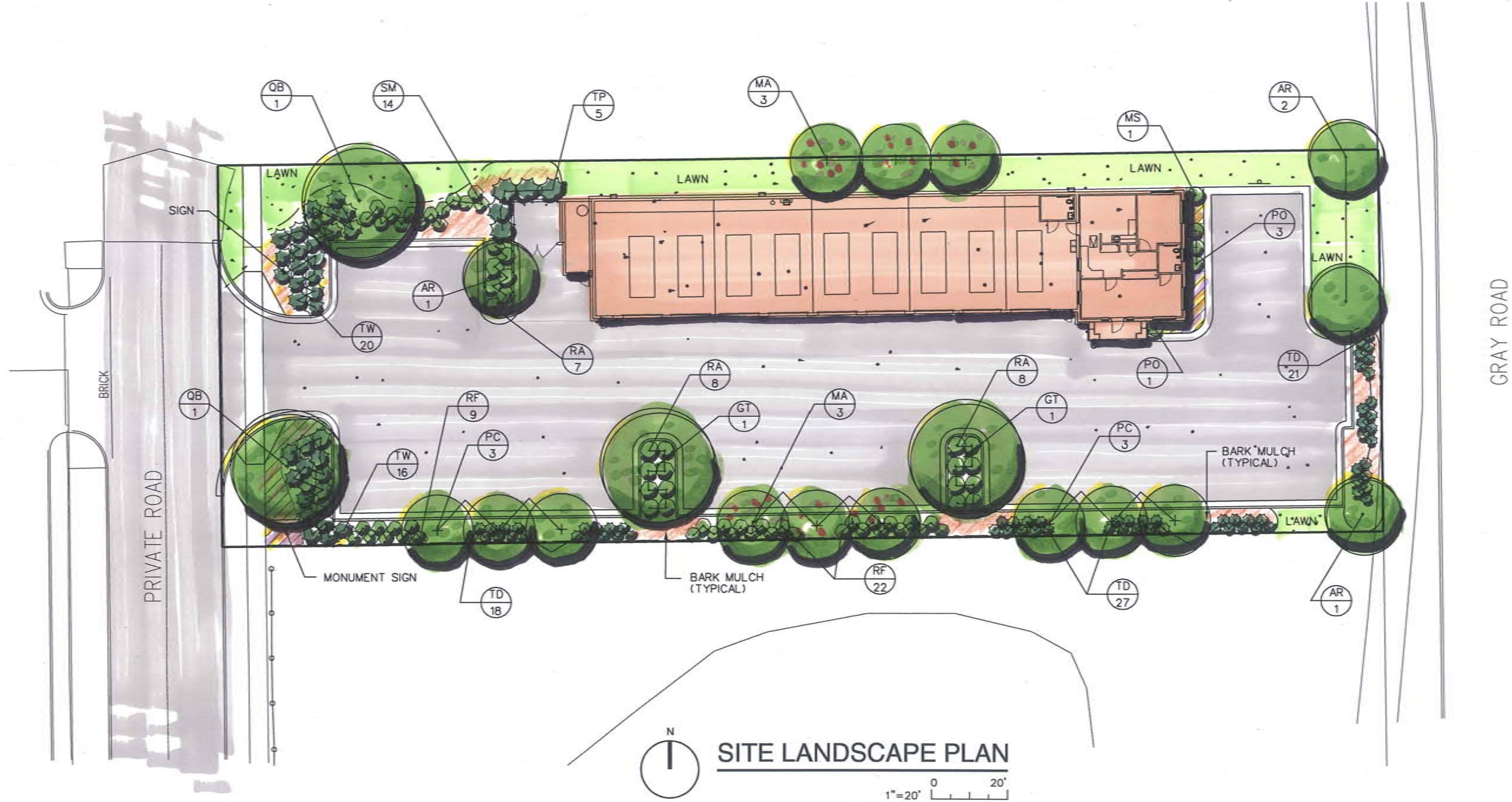
RE: Trip Generation Analysis

Per your request, I have compared the proposal Auto Maintenance Facility to other land uses that could utilize the proposed vacant land. The following table shows the comparison to those land uses.

Trip Generation						
Land Use	ITE Code	Size	Trip Generation			
			AM Enter	AM Exit	PM Enter	PM Exit
Automobile Care Center	942	5,185 SF	7	5	7	9
Coffee/Donut Shop w/o drive-thru	936	2,500 SF	138	133	51	51
Coffee/Donut Shop w/ drive thru	937	2,500 SF	128	122	54	54
Drive-in Bank	912	4,000 SF	28	22	52	52
Shopping Center	820	6,000 SF	3	3	43	48

- Based on the trip generation analysis, it has been determined that the automotive use will generate significantly fewer trips as compared to the other uses.
- The number of trips generated by the proposed use would not adversely affect the street system and would cause less impact than other uses.

Exhibit 4



PLANT LIST

ABBREV.	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
AR	4	ACER RUBRUM 'SOMERSET'	SOMERSET RED MAPLE	2" CAL.	B & B
GT	2	GLEDITSIA TRI. INERMIS 'IMPERIAL'	IMPERIAL HONEY LOCUST	2" CAL.	B & B
MA	6	MALUS 'ADIRONDACK'	ADIRONDACK CRABAPPLE	2" CAL.	B & B
MS	1	MISCANTHUS SIN. 'YAKU SHIMA'	YAKU SHIMA MAIDEN GRASS	NO. 2	CONT.
PC	6	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2" CAL.	B & B
PO	4	PENNISETUM ORIENTALIS 'KARLEY ROSE'	SOMERSET RED MAPLE	2" CAL.	B & B
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	B & B
RA	23	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	18" HT.	CONT.
RF	31	RHAMNUS FRANGULA 'FINE LINE'	FINE LINE BUCKTHORN	24" HT.	CONT.
SM	14	SYRINGA MEYERIPALIBIN	DWARF KOREAN LILAC	18" HT.	CONT.
TD	66	THUJA OCCIDENTALIS 'AUREA'	GOLDEN GLOBE ARBORVITAE	18" HT.	CONT.
TP	5	THUJA PLICATUM 'GELDERLAND'	GELDERLAND WESTERN ARBORVITAE	6' HT.	B & B
TW	36	TAXUS X MEDIA 'WARDII'	WARD'S YEW	24" HT.	B & B

FILE NO 70050003

DATE 1/31/13

DRAWING REF C102

SITE LANDSCAPE PLAN

L1

DRAWN BY

JC/ENG BY

CHECKED BY

PROJECT LDR

THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE AE AS AN INSTRUMENT OF SERVICE AND PROGRESSIVE AE SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERE TO.

GHS

LEV

LEV

LEV

progressive ae

1811 4 Mile Rd N.E., Grand Rapids, MI 49525

616 361 2664 OFFICE 616 361 1493 FAX

www.progressiveae.com

ORDINANCE NUMBER 12-24

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (Docket 1208-PUD-07), filed with the Commission requesting an amendment to the Zoning Ordinance;

WHEREAS, the Commission forwarded Docket 1208-PUD-07 to the Westfield City Council with a favorable recommendation in accordance with Ind. Code § 36-7-4-608, as required by Ind. Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the City Council on February 6, 2013;

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

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

ARTICLE I.

TOWNE WEST PUD

SECTION 1.1. LEGISLATIVE INTENT. Having given reasonable regard to (i) the comprehensive plan, (ii) current conditions and the character of current structures and uses in the Real Estate, (iii) the most desirable use for which the Real Estate is adapted, (iv) conservation of property values throughout the City of Westfield and Washington Township, and (v) responsible development and growth, it is the intent of the Plan Commission in recommending, and the Council in adopting, to:

- A. Encourage flexibility in the development of land in order to promote its most appropriate use;
- B. Improve the design, character and quality of new development;
- C. Encourage a harmonious and appropriate mixture of uses; and
- D. Facilitate the adequate and economic provisions of streets, utilities, and municipal services.

SECTION 1.2. EFFECT. This Ordinance 12-24 shall be in full force and effect in accordance with the laws of the State of Indiana. Unless specifically stated in the terms of this Ordinance 12-24, all terms of the Zoning Ordinance shall apply. Nothing in this Ordinance 12-24 shall be interpreted to alter, change, exclude, delete or modify any rules or regulations beyond those contained in the Zoning Ordinance, unless specifically provided herein. To the extent that this Ordinance 12-24 conflicts with the terms of the Zoning Ordinance, the terms of this Ordinance 12-24 shall prevail.

SECTION 1.3. DEFINITIONS. Unless otherwise specified in (i) this Towne West PUD or (ii) what is attached hereto and incorporated herein by reference as Exhibit 2, the definitions of the Zoning Ordinance shall apply to the words and terms used in this Towne West PUD.

ARTICLE II.

PUD STANDARDS

SECTION 2.1. The Real Estate is reclassified on Westfield Washington Township Zone Map (the "Zone Map") from the AG-SF1 District Classification to the Planned Unit Development District (PUD) Classification. The underlying zoning district shall be the Zoning Ordinance's General Business District (GB) as defined by the Retail Area. The underlying zoning district shall be the Zoning Ordinance's Multi-Family District (MF-2) as defined by the Multi-Family Area.

SECTION 2.2. LOCATION.

CONCEPT PLAN. The Development is depicted on the Concept Plan, which shall serve as the illustrative concept plan (Exhibit 3).

SECTION 2.3. USES. The following shall be permitted uses and accessory uses, in substantial compliance with the Concept Plan attached hereto as Exhibit 3 (the "Concept Plan"), as follows:

- A. **RETAIL AREA.** The uses permitted in the Retail Area shall include uses permitted in the GB District and shall also include: general and medical offices, dental facilities, banks/financial institutions, restaurants, drug stores, gasoline service stations (not more than one stand-alone), grocery stores, a hospital complex or hospital campus, which may include in-patient and out-patient facilities, skilled nursing care, and medical-related research facilities. Prohibited uses shall include self-service car wash, tattoo parlor, tobacco shop, billiard parlor, cemetery monument sales, truck and trailer sales/rental.
- B. **MULTI-FAMILY AREA.** The uses permitted in the Multi-Family Area shall include uses permitted in the MF-2 District and shall also include: multi-family housing consisting of either apartments, attached senior living garden homes, assisted living facilities, skilled nursing care or office uses. Apartments, which are not age-restricted, shall be limited to a maximum of 480 Dwelling Units.

SECTION 2.4. DEVELOPMENT STANDARDS.

- A. RETAIL AREA. Development of the Retail Area shall be in accordance with the GB District standards in the Zoning Ordinance except as modified below by the addition or modification of the provisions and text thereof:
1. Development of the Retail Area shall be substantially in accordance with the Concept Plan, and in accordance with the Retail Commercial Architectural Building Requirements in Exhibit 4.
 2. The maximum height of any building in the Retail Area shall be forty-five (45) feet. Retail use (non-office) buildings shall be limited to a maximum of thirty-five (35) feet in height.
 3. The maximum square footage of any single use permitted under 2.3.A hereto shall not exceed 90,000.
 4. The streetscape along 146th Street and Towne Road adjacent to the Retail Area shall be provided with a landscaping area adjacent to the right-of-way a minimum of twenty (20) feet in width, which shall be limited to landscaping materials in conformance with the overall City of Westfield standards. This twenty (20) foot landscaping area shall be unoccupied except for plant material, steps, pedestrian walkways, terraces, bike paths, utilities, driveways, lighting standards, signs or other similar structures (excluding parking).
 5. The number of loading berths shall be as is required under the Zoning Ordinance and shall be constructed subject to the following requirements:
 - a. Loading docks and other service areas shall be placed to the rear and side of buildings.
 - b. Screening or landscaping shall minimize the direct view of the loading area from adjacent properties, and from residential development within the overall project.
 - c. Screening and buffering may be achieved through walls, fences and landscaping.

B. MULTI-FAMILY AREA. Development of the Multi-Family Area shall be in accordance with the MF-2 District standards in the Zoning Ordinance except as modified below by the addition or modification of the provisions and text thereof:

1. Development of the Multi-Family Area shall be substantially in accordance with the Concept Plan and in accordance with the Multi-Family (Assisted Living / Apartments) Architectural Building Requirements in Exhibit 5.
2. The area identified as B1 on the Concept Plan shall be limited to Senior Living Garden Homes development.
3. The maximum height of any building in the Multi-Family Area shall be forty-five (45) feet.
4. The streetscape along 146th Street and Towne Road adjacent to the Multi-Family Area shall be provided with a landscaping area adjacent to the right-of-way a minimum of twenty (20) feet in width, which shall be limited to landscaping materials in conformance with the overall City of Westfield standards. This twenty (20) foot landscaping area shall be unoccupied except for plant material, steps, pedestrian walkways, terraces, bike paths, utilities, driveways, lighting standards, signs or other similar structures (excluding parking).
5. The number of loading berths shall be as is required under the Zoning Ordinance and shall be construed subject to the following requirements:
 - a. Loading docks and other service areas shall be placed to the rear and side of buildings.
 - b. Screening or landscaping shall minimize the direct view of the loading area from adjacent properties, and from residential development within the overall project.
 - c. Screening and buffering may be achieved through walls, fences and landscaping.

SECTION 2.5. LANDSCAPING STANDARDS. The applicable standards for landscaping shall be as set forth in the Zoning Ordinance.

SECTION 2.6. SIGNAGE. The applicable standards for signage shall be as set forth in the Zoning Ordinance.

SECTION 2.7. LIGHTING. The applicable standards for lighting shall be as set forth in the Zoning Ordinance.

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

**WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA**

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ John Dippel	_____ John Dippel	_____ John Dippel
_____ Steve Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert Horkay	_____ Robert Horkay	_____ Robert Horkay
_____ Robert Smith	_____ Robert Smith	_____ Robert Smith
_____ Cindy Spoljaric	_____ Cindy Spoljaric	_____ Cindy Spoljaric
_____ Robert Stokes	_____ Robert Stokes	_____ Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Matthew M. Price
Prepared by: Matthew M. Price, attorney, Bingham Greenebaum Doll LLP, 10 W. Market St., Suite 2700,
Indianapolis, IN 46204 (317) 686-5225.

TOWNE WEST PUD

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Exhibit 1

LAND DESCRIPTION

Parcel # 08-09-16-00-00-015.000 (Polizzi Family LLP):

Southwest Quarter of the Southwest Quarter of Section 16, Township 18 North, Range 3 East of the Third Principal Meridian Hamilton County, Indiana. Containing 39.86 acres, more or less.

Parcel # 08-09-16-00-00-014.001 (Deborah Kitchens):

Part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at a PK Nail at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 16, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana, said corner being equidistant from and collinear with the Southeast and Southwest corners of said Southwest Quarter, thence North 89 degrees 17 minutes 45 seconds East (assumed bearing) on the South line of said Quarter-Quarter Section 250.00 feet to a PK Nail; thence North 00 degrees 12 minutes 23 seconds West parallel with the West line of said Quarter-Quarter Section 522.72 feet to a 5/8 inch rebar w/cap marked "Weihe Engr LS 0012"; thence South 89 degrees 17 minutes 45 seconds West parallel with the South line of said Quarter-Quarter Section 250.00 feet to a 5/8 inch rebar w/cap marked "Weihe Engr 0012" on the West line of the Southeast Quarter of said Southwest Quarter; thence South 00 degrees 12 minutes 23 seconds East 522.72 feet to the point of beginning of this description, containing 9.99 acres, more or less.

Parcel # 08-09-16-00-00-014.000 (Paul Polizzi, Steve Polizzi, John Levinsohn):

A part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana, being described as follows:

Commencing at the Southeast corner of said Quarter Quarter Section; thence South 89 degrees 11 minutes 17 seconds West along the South line thereof a distance of 485.80 feet to a PK Nail and the Point of Beginning; thence continuing South 89 degrees 11 minutes 17 seconds West a distance of 617.34 feet to the Southeast corner of a tract of land described in Instrument #2004-74643 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 18 minutes 15 seconds West parallel with the West line of said Quarter Quarter Section along the East line of said tract of land a distance of 522.72 feet; thence South 89 degrees 11 minutes 53 seconds West along the North line of said tract of land a distance of 250.00 feet to a 5/8" rebar with cap stamped "Weihe" on the West line of said Quarter Quarter Section; thence North 00 degrees 18 minutes 15 seconds West along said West line a distance of 792.62 feet to a 5/8" rebar with cap stamped "Weihe" at the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 12 minutes 09 seconds East along the North line thereof a distance of 869.32 feet to a 5/8" rebar with cap stamped "Benchmark Firm 0061"; thence South 00 degrees 13 minutes 05 seconds East parallel with the East line of said Quarter Quarter Section a distance of 1315.18 feet to the Point of Beginning, containing 23.09 acres, more or less.

Parcel # 08-09-16-00-00-009.000 (Paul Polizzi, Steve Polizzi, John Levinsohn):

A part of the Southeast Quarter of the Southwest Quarter and the West Half of the Southeast Quarters of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana, being described as follows:

Beginning at the Southeast corner of said Southwest Quarter; thence South 89 degrees 11 Minutes 17 seconds West along the South line thereof a distance of 485.80 feet to a PK Nail; thence North 00 degrees 13 minutes 05 seconds West parallel with the East line of said Quarter a distance of 1315.18 feet to a 5/8" rebar with cap stamped "Benchmark Firm 0061" (hereafter referred to as "Benchmark rebar") on the North line of the Southeast Quarter of said Southwest Quarter; thence North 89 degrees 12 minutes 09 seconds East along said north line a distance of 485.80 feet to a Benchmark rebar at the Northeast corner of said Quarter Quarter Section; thence North 00 degrees 13 minutes 05 seconds West along the West line of said Southeast Quarter a distance of 655.06 feet to a Benchmark rebar at the Southwest corner of a tract of land described in Instrument #2000-44493 in the 'Office of the Recorder, Hamilton County, Indiana; thence North 89 degrees 28 minutes 30 seconds East along the South line of said tract of land a distance of 189.06 feet to a Benchmark rebar thence South 00 degrees 03 minutes 05 seconds East parallel with the West line of said Southeast Quarter a distance of 1970.54 feet to a PK Nail on the South line of said Quarter; thence South 89 degrees 36 minutes 03- seconds West along said line a distance of 189.06 feet to the Point of Beginning, containing 22.60 acres, more or less.

Parcel # 08-09-16-00-00-009.006 (Paul Polizzi, Steve Polizzi, John Levinsohn):

A part of the Southeast Quarter of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana; being described as follows:

Commencing at the Southwest corner of said Quarter; thence North 89 degrees 36 minutes 03 seconds East along the South line of said Quarter a distance of 189.06 feet to a PK nail at the Point of Beginning; thence North 00 degrees 13 minutes 05 seconds West parallel with the west line of said Quarter a distance of 1970.54 feet to a 5/8" rebar with cap stamped "Benchmark Firm 0061" (hereafter referred to as "Benchmark rebar") at the South line of a tract of land described in Instrument #2000-44493 in the Office of the Recorder, Hamilton County, Indiana; thence North 89 degrees 28 minutes 30 seconds East along said south line a distance of 140.94 feet to a Benchmark rebar at the Southeast corner thereof; thence North 00 degrees 12 minutes 55 seconds West along the East line of said tract of land a distance of 350.00 feet to a Benchmark rebar at the Southwest corner of a tract of land described in Instrument #2001-48519 in said Records Office; thence North 89 degrees 28 minutes 30 seconds East parallel with the North line of said Half Quarter Section along the South line of said tract a distance of 426.45 feet to a Benchmark rebar at the Southeast corner of said tract; thence South 00 degrees 07 minutes 01 seconds East a distance of 1302.76 feet to a Benchmark rebar on the North line of a tract of land described in Instrument #2003-81133 in said Records Office; thence South 89 degrees 29 minutes 58 seconds West along said North line a distance of 246.93 feet to a Benchmark rebar; thence South 00 degrees 07 minutes 02 seconds East along the West line of said tract of land a distance of 1018.60 feet to PK Nail on the South line of said Quarter; thence South 89 degrees 36 minutes 03 seconds West along said South line a distance of 316.38 feet to the Point of Beginning, containing 23.25 acres, more or less.

Exhibit 2

DEFINITIONS

The following words and terms, not defined elsewhere in the Towne West PUD or its Exhibits, shall have the following meanings:

1. **Area.** A portion of the Real Estate depicted on the Concept Plan consisting of either the Retail Area or the Multi-Family Area.
2. **Concept Plan.** The depiction of the illustrative concept plan for the Development set forth in Exhibit 3.
3. **Development.** The project depicted on the Concept Plan set forth in Exhibit 3.
4. **Director.** The Director of Community Development for the City of Westfield.
5. **Multi-Family Area.** The area identified as Area B on the Concept Plan. The size of the Multi-Family Area shall not exceed 70 acres and shall be developed in substantial compliance with the Concept Plan.
6. **Multi-Family (Assisted Living/Apartments) Architectural Requirements.** The architectural guidelines set forth in Exhibit 5 applicable to the Multi-Family Area.
7. **Plan Commission.** The Westfield-Washington Township Plan Commission.
8. **Real Estate.** The real estate, as described in Exhibit 1.
9. **Retail Area.** The area identified as Area A on the Concept Plan. The size of the Retail Area shall not exceed 70 acres and shall be developed in substantial compliance with the Concept Plan.
10. **Retail Commercial Architectural Building Requirements.** The architectural guidelines set forth in Exhibit 4 applicable to the Retail Area.
11. **Zoning Ordinance.** The City of Westfield - Washington Township Zoning Ordinance.

Exhibit 3 CONCEPT PLAN



Towne West PUD - Conceptual Plan
January 31, 2013

Exhibit 4

RETAIL COMMERCIAL ARCHITECTURAL BUILDING REQUIREMENTS

GENERAL DESIGN GOALS

The development of the commercial retail within Towne West is to reinforce the establishment of a mixed-use area that provides a special retail focal point within an attractive development appropriate to the vicinity and the community. Buildings shall be constructed substantially in accordance with the conceptual representations contained within the photographic exhibits attached hereto.

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

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

5. Buildings (other than buildings located upon outlots as depicted on the Concept Plan) along Towne Road or 146th Street shall appear (at a minimum) as one and one-half (1 ½) stories from the front and sides. The minimum height for the front façade of any building (facing either Town Road or 146th Street) shall be twenty (20) feet, either at the roofline or at the top of the parapet wall. Minimum heights for other sides of the buildings shall be eighteen (18) feet, either at the roofline or at the top of the parapet wall.

BUILDING BASE, BODY, AND CAP

All architectural elevations of Principal Buildings, as defined by the City of Westfield and Washington Township Zoning Ordinance, shall consist of a base, a body, and a cap.

Base: Building materials that are used to accentuate the transition from grade to a height consistent with requirements in this section. (For instance, materials different from those used in the body of the building — like textured concrete masonry. Or designs to accentuate materials used in the body of the building — like brick rowlocks or soldier courses.)

Body: Building materials and designs that make up the main proportion of the building (should be approximately 80% of the vertical height of the façade, but will vary in relationship to overall design character of each individual building).

Cap: Building materials that are used to accentuate the transition from the body to the top of the building, consistent with the requirements in this section. (For instance, a cornice, crown mold, eave or a sloped roof structure designs.)

1. The base shall occupy the lowest portion of the elevation, and shall have a height no less than five percent (5%) of the average wall height.
2. The body shall occupy the middle portion of the elevation, and shall have a height no less than fifty percent (50%) of the average wall height.
3. The cap shall occupy the highest portion of the elevation, excluding the roof, and shall have a height no less than five percent (5%) of the average wall height.
4. The cap shall consist of at least one of the following architectural features: a cornice, parapet, awning, canopy, sloped roof or eaves.
5. The base and cap shall be clearly distinguishable from the body through changes in color, material, pattern, profile, or texture.

MATERIALS

Predominant exterior building materials must be of high quality, and be aesthetically pleasing and compatible with materials used in adjoining neighborhoods within and outside of the Development. The following are permitted:

1. **Building Body**: Wood, brick, architectural cast stone, Quick-Brick (rear wall elevations only), EIFS (Synthetic Stucco), decorative tiles, and limestone shall be permitted as siding materials for the body of the building.
2. **Building Base**: Brick, architectural cast stone, limestone or textured concrete masonry units (Quick-Brick or Split Faced Units) shall be permitted as base finish materials.
3. **Building Cap**: Brick, architectural cast stone, limestone, textured concrete block, wood, metal coping or applied materials such as EIFS (Synthetic Stucco) or other synthetic materials (i.e. "Fypon") are examples of materials permitted for the building cap.

Vinyl siding and aluminum siding shall be prohibited.

FAÇADE COLORS

The use of low reflectance, subtle, red brick, or earth tone colors as the predominant colors on the façade is generally acceptable. The use of high intensity colors, metallic colors, fluorescent colors or black as the predominant façade color would have to be reviewed by the Director on a case-by-case basis. However, building trim and accent areas may feature black or brighter colors, including primary colors, but the use of neon tubing as a feature for building trim or accent area is not permitted.

ROOFS

In order to reduce the massive size of large structures, flat roofs should be enhanced through the utilization of parapets. The roof treatment should harmonize with the character of the surrounding residential character and zoning of the area and with the designs of the buildings adjacent to the structure. Building walls, parapets, and/or roof systems shall be designed to conceal all roof-mounted mechanical equipment from all sides. Mechanical equipment shall be screened from view, at five (5) feet above ground level.

1. Permitted roof styles shall include gable, mansard, and hip roofs. Flat roofs are permitted if sufficiently disguised through the use of parapet walls.
2. The height of any pitched roof shall not exceed one-half (1/2) of the overall building height.
3. Permitted materials for pitched roofs include wood, slate, fiberglass reinforced asphalt 3-D roof shingles, and standing seam or tinned metal. Other roof materials shall require specific approval by the Director on a case-by-case basis.
4. Flat canopies (such as those associated with convenience stores with gasoline sales) must be designed in such a manner to create a strong association with the building itself.

ADDITIONAL OUTLOT BUILDINGS GUIDELINES

Retail buildings with less than 8,000 leasable square feet should be oriented closer to Towne Road or 146th Street, subject to a 75' building setback line as measured from the improved rights-of-way.

Sidewalks areas in front of buildings should be no less than 5-feet in width.

LANDSCAPING

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



General Design Goals *(see Exhibit 4 in proposed PUD)*

Avoid a single, long or massive wall -- Establish attractive structures
 No exterior wall shall have a blank, uninterrupted length exceeding 30 feet
 (Example: Noble West Shoppes)



General Design Goals *(see Exhibit 4 in proposed PUD)*

Architectural Interest and Variety
 Change in plane, height, and texture
 (Example: Noble West Shoppes)



Building Base, Body, and Cap *(see Exhibit 4 in proposed PUD)*

All architectural elevations shall consist of a base, a body and a cap

(Example: Noble West Shoppes)



Materials *(see Exhibit 4 in proposed PUD)*

Predominant exterior materials must be of high quality

Building Body: wood, brick, cast stone, EIFS, decorative tiles, or limestone

Building Base: brick, cast stone, limestone, or concrete masonry units

(Example: Noble West Shoppes)



Façade Colors *(see Exhibit 4 in proposed PUD)*

Low reflectance, subtle, red brick, or earth tone colors are acceptable

Neon tubing as a feature for building trim is prohibited

(Example: Noble West Shoppes)



Roofs *(see Exhibit 4 in proposed PUD)*

Flat roofs should be enhanced through the utilization of parapets

All roof-mounted mechanical equipment should be concealed

(Example: Noble West Shoppes)



General Design Goals *(see Exhibit 4 in proposed PUD)*

Avoid a single, long or massive wall -- Establish attractive structures
 No exterior wall shall have a blank, uninterrupted length exceeding 30 feet
 (Example: St. Vincent Medical Building – Zionsville)



Materials & Façade Colors *(see Exhibit 4 in proposed PUD)*

Predominant exterior materials must be of high quality
 Low reflectance, subtle, red brick, or earth tone colors are acceptable
 (Example: St. Vincent Medical Building – Zionsville)

Exhibit 5

MULTI-FAMILY (ASSISTED LIVING/APARTMENTS)

ARCHITECTURAL BUILDING REQUIREMENTS

GENERAL DESIGN GOALS

Building designs shall minimize the effects of size and scale by highlighting individual dwelling unit's separate entrances, use of variable roof lines, door and window openings, façade protrusions or recesses, and use of porticos, overhangs, arcades and arches. Mechanicals should be hidden from view. Accessory structures should be compatible with principle structures in terms of character, roof shape, building material, color, and architectural detail. Building façades shall have unified and complimentary finished materials. Acceptable materials include glass, cultured stone, stucco, brick and wood. Exterior entrances should be clearly defined and visible by using distinct materials.

Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. No wall shall have a blank uninterrupted length exceeding sixty (60) feet without a minimum two (2) foot recess or bump-out change in plane. Windows facing external streets shall be provided with shutters. Buildings shall also incorporate at least two (2) architectural elements such as gables, chimneys, balconies, changes in wall plane or other architectural elements on any façade that faces a walkway or is visible from any public street or circulation drive.

Building façade colors shall not include the use of high intensity colors. Metallic colors on façades and roofs are not permitted.

Buildings shall be constructed substantially in accordance with the conceptual representations contained within the photographic exhibits attached hereto.

BUILDING EXTERIOR

The exposed exterior wall area, exclusive of door, window, and covered porch, breezeways and corridors, shall be a minimum of seventy-five (75) percent brick, masonry veneer, stucco, or other similar low maintenance cementitious material. Allowed masonry shall be:

- (a) Hard fired stacked in place, mortared joints, face or building brick with a minimum nominal depth of three (3) inches.
- (b) Stone material consisting of granite, sandstone, slate, limestone, marble or other hard and durable all weather stone; or
- (c) Split faced, fluted, sandblasted, glazed or textured concrete masonry units; or
- (d) Stucco or other similar cementitious material.

The remaining twenty-five (25) percent of exterior wall area shall be an alternate color, texture or material, including wood or Hardiplank.

Buildings that face an enclosed parking courtyard, and that are either more than three hundred (300) feet from walkways, public streets or circulation drives, or not visible from same, may be clad with non-masonry materials. Vinyl siding and aluminum siding shall be prohibited.

Patio and balconies must remain open and not be enclosed after occupancy.

Patios fronting on, and level with, a public street shall be shielded with material compatible with the architectural character of the project or with shrubs.

ROOF ARTICULATION

Roof articulation, such as changes in plane or use of traditional roof forms, shall be incorporated into the design. Articulation may be achieved by changes in plane of no less than two (2) feet and/or the use of traditional roof forms including, but not limited to gables, hips and dormers.

Roof slopes shall have a pitch between 4:12 and 14:12. Shed roofs (single-plane pitched roofs) are permitted only when the ridge is attached to an exterior wall of a building, and shall conform to pitch between 4:12 and 12:12. Flat roofs are permitted when consistent with the style of architecture, if edged by a railing or parapet, and if rooftop mechanical equipment is either visually integrated into the overall design of the building. Mechanical equipment shall be screened from view, at five (5) feet above ground level.

PARKING

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

LANDSCAPING

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

AMENITIES AND SCREENING

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



General Design Goals *(see Exhibit 5 in proposed PUD)*

Building designs shall minimize the effects of size and scale

Facade protrusions or recesses, porticos, overhangs, arches are encouraged
 (Example: Hoosier Village Retirement Center – Zionsville)



Roof Articulation *(see Exhibit 5 in proposed PUD)*

Roof articulation, such as changes in plane, shall be incorporated into the design

May include the use of traditional roof forms, including gables, hips and dormers
 (Example: Hoosier Village Retirement Center – Zionsville)



Building Exterior (*see Exhibit 5 in proposed PUD*)

Exposed exterior shall be minimum 75% brick, masonry, stucco or similar
(Example: Hoosier Village Retirement Center – Zionsville)



Westfield City Council Report

Ordinance Number: 12-24
APC Petition Number: 1208-PUD-07
Petitioner: Two PL, LLC
Requested Action: Change in zoning from the AG-SF1 District to the Towne West PUD District
Current Zoning District: AG-SF1
Requested Zoning District: Towne West PUD
Referral Date to APC: August 13, 2012
APC Public Hearing: September 4, 2012
APC Recommendation: January 22, 2013
Adoption Consideration: February 11, 2013
Exhibits:
1. Staff Report
2. APC Certification
3. Aerial Location Map
4. Concept Plan
5. Ord. 12-24

Prepared By: Andrew P. Murray, Associate Planner

Petition History

This petition was introduced at the August 13, 2012 City Council meeting and received a public hearing at the September 4, 2012 Advisory Plan Commission (the "APC") meeting. The item received a favorable recommendation for approval at the February 4, 2013 APC meeting.

Procedural

- Requests for a change in zoning are required to be considered at a public hearing, in accordance with Ind. Code 36-7-4-1511.
- The Advisory Plan Commission held a public hearing on September 4, 2012 and issued a favorable recommendation (8-0) to the City Council in support of the proposed rezone request at its February 4, 2013 meeting.
- Notification of the September 4, 2012 public hearing was provided in accordance with the APC Rules of Procedure.

- The Westfield City Council may take action on this item at its February 11, 2013 meeting.
-

Project Overview

Location

The subject property is approximately 120 acres in size and is located on the east side of Towne Road, between 146th Street and 151st Street (the “Property”). The Property is primarily vacant/agricultural in use.

Project Description

The proposed Towne West PUD Ordinance (the “PUD Ordinance”) establishes two (2) areas: a Retail Area and a Multi-Family Area. Each area will be limited to no more than 70 acres in size.

The Retail Area defaults to the General Business District (the “GB District”) standards and uses, as identified in the Westfield-Washington Township Zoning Ordinance (the “Zoning Ordinance”). Uses permitted in the Retail Area in addition to permitted uses in the GB District include: general and medical offices, dental facilities, banks/financial institutions, restaurants, drug stores, gasoline service stations (not more than one stand-alone), grocery stores, skilled nursing care, and medical-related research facilities. Uses prohibited from the GB District are self-service wash, tattoo parlor, tobacco shop, billiard parlor, cemetery monument sales and truck and trailer sales/rental. All development standards proposed in the PUD Ordinance for the Retail Area are more restrictive than the GB District. The GB District has a maximum building height requirement of sixty (60) feet. The PUD Ordinance proposes a forty-five (45) feet restriction for office uses and thirty-five (35) feet restrict for all other retail uses.

The Multi-Family Area will default to the Multi-Family 2 District (the “MF-2 District”) standards and uses, as identified in the Zoning Ordinance. Uses permitted in the Multi-Family Area in addition to permitted uses in the MF-2 District include: apartments, attached senior living garden homes, assisted living facilities, skilled nursing care or office uses. Standard, non-age restricted apartments shall be limited to a maximum of 480 units. The sub area, identified as B1 on the Concept Plan, shall be limited to attached senior garden home development.

The PUD Ordinance includes additional architectural standards for both the Retail and Multi-Family Areas (located in Exhibit 4 and 5 of the PUD Ordinance). These standards regulate items such as building materials, building orientation, building treatment, building color and roof articulation.

The Towne West PUD proposal is within the New Suburban Residential and Local Commercial land use classification, and is consistent with the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) in that:

- 1) the Multi-Family Area aims to provide a variety of housing types to serve different family styles and life situations from entry level to retirement; and
- 2) the Retail Area aims to provide goods and services to nearby residents on a day-to-day basis, as opposed to attracting customers or clients from a large geographic area. Example

uses include but are not limited to banks, beauty salons, drug stores, convenience stores, restaurants and supermarkets.

The Westfield Thoroughfare Plan (the “Thoroughfare Plan”) classifies Towne Road and 146th Street as a Primary Arterial. The recommended right-of-way width for a Primary Arterial is 150 feet. Hamilton County is planning an expansion of 146th Street to become a limited access thoroughfare from Springmill Road to the county line (the “146th Street Project”). Hamilton County has committed to a minimum of three access points along 146th Street between Ditch Road and Towne Road. The approval of this PUD is contingent upon Hamilton County’s approval of at least one right in/right out access to the development along 146th Street.

Statutory Considerations

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

1. The Comprehensive Plan.

The Future Land Use Map in the Westfield-Washington Township Comprehensive Plan (the The Future Land Use Map in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as “Local Commercial” and “New Suburban”. The commercial and residential components of the Proposal are consistent with the vision of the Comprehensive Plan.

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

The Property is largely vacant or is being used for agricultural purposes.

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

The Comprehensive Plan establishes a vision and desirable land use policies for the future growth of Westfield-Washington Township. See the Comprehensive Plan section above for additional discussion.

4. The conservation of property values throughout the jurisdiction.

It is anticipated that the proposed uses would have a neutral or positive impact on surrounding property values and throughout the jurisdiction.

5. Responsible growth and development.

City services such as water, sewer, and emergency services are near the Property and are adequate to serve future development of the Property. The proposed development accommodates future right-of-way needs for Towne Road, in accordance with the Thoroughfare Plan.

Recommendations/Actions

- **Economic and Community Development Department [February 4, 2013]**

The Westfield Economic and Community Development Staff reported to the APC that the Towne West PUD Ordinance is in good form. Staff recommended that the proposal be forwarded to

the City Council with a favorable recommendation, if the APC was satisfied with the substantive contents of the proposal.

- Advisory Plan Commission [February 4, 2013]

The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 8-0) with the following conditions:

1. That the land uses and development standards applicable to the Towne West PUD are recommended for approval contingent upon Hamilton County's approval of at least one right in/right out access to the development along 146th Street; and
2. In addition to 146th Street, the drive-thru and fueling station standards, as identified in Exhibit 4 of the Towne West PUD ordinance, shall also be applicable to Towne Road; and
3. Where vinyl siding is prohibited, aluminum side shall also be prohibited; and
4. The maximum building height shall be thirty-five (35) feet for all uses in the Retail Area, with exception to office uses. The maximum building height for office uses shall be forty-five (45) feet.

- City Council

- Introduction: [August 13, 2012]
- Eligible for Adoption: [February 11, 2013]

Submitted by: Andrew P. Murray, *Associated Planner*

**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

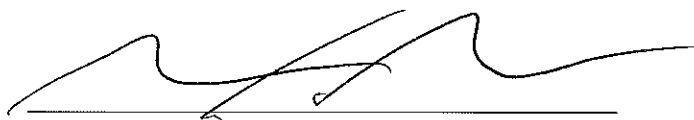
The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, September 4, 2012, to consider the Towne West PUD. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1208-PUD-07
Petitioner	Two PL, LLC
Description	Change in zoning from the AG-SF1 District to the Towne West PUD District.

On February 4, 2013, a motion was made and passed to send a favorable recommendation to the City Council to approve 1208-PUD-07 (Vote of: 8-0) with the following conditions:

1. That the land uses and development standards applicable to the Towne West PUD are recommended for approval contingent upon Hamilton County's approval of at least one right in/ right out access to the development along 146th Street; and
2. In addition to 146th Street, the drive-thru and fueling station standards, as identified in Exhibit 4, shall be applicable to Towne Road; and
3. Where vinyl siding is prohibited, aluminum siding shall also be prohibited; and
4. The maximum building height shall be thirty-five (35) feet for all uses in the Retail Area, with exception to office uses. The maximum building height for office uses shall be forty-five (45) feet.

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



Matthew S. Skelton, Secretary

February 6, 2013

Date

Exhibit 2
1208-PUD-07
NE corner of Towne Road and 146th Street

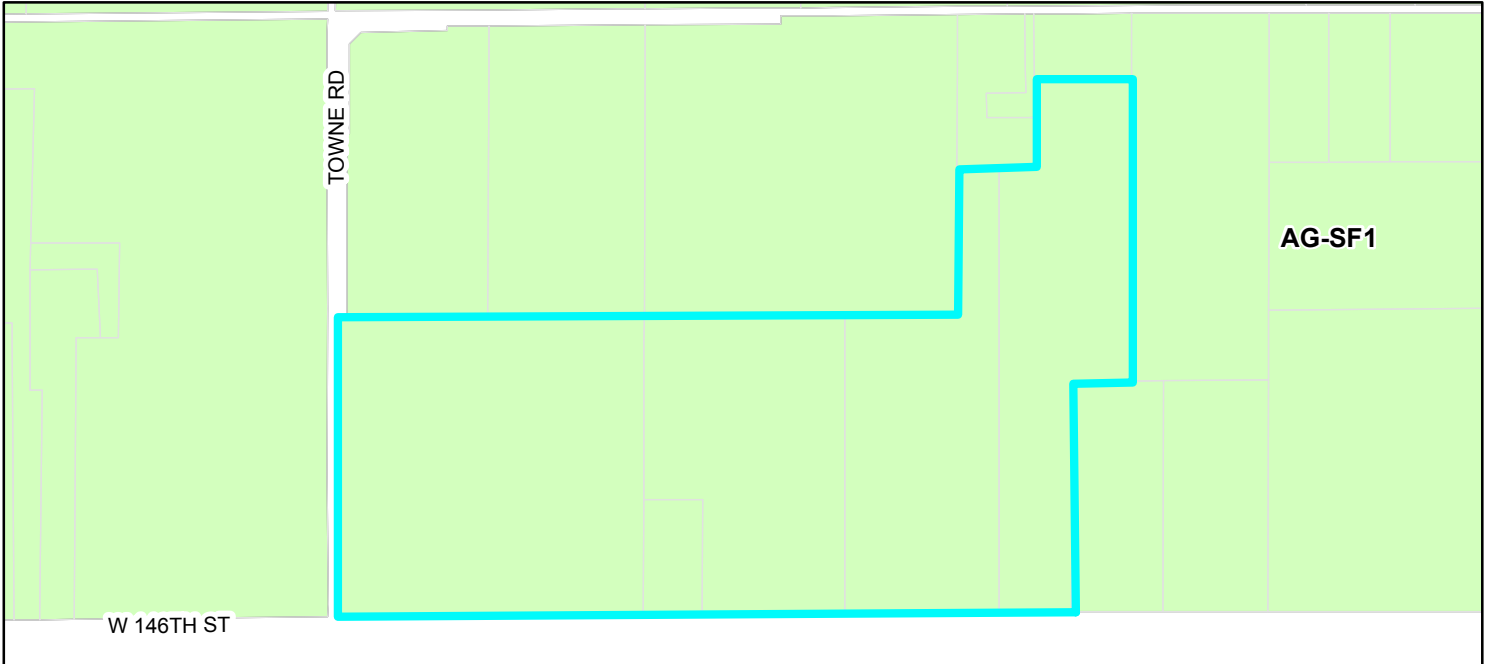


Aerial Location Map

 Site



Zoning Map



Zoning

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

[illegible]
 UNITED DESIGN

ORDINANCE NUMBER 13-11

Document Cross Reference No. 200500022608 and 2011010175

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 (this "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, 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 1211-PUD-12**), filed with the Commission requesting an amendment to the Zoning Ordinance;

WHEREAS, the Commission forwarded **Docket 1211-PUD-12** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on February 5, 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 applies only to (collectively, the "Real Estate"):

- A. The real estate generally described as Lots 6 and 8 within Parcel C of the Viking Meadows PUD Ordinance, and more particularly described in Exhibit A attached hereto (the "Valley View Lots");

- B. The real estate generally described as those lots within Parcel A of the Viking Meadows PUD Ordinance that are immediately adjacent to the Monon Trail, and included in the real estate more particularly described in Exhibit B, attached hereto (the "Trail Adjacent Real Estate");
- C. Lot #75 of Meadowlands at Viking Meadows Section Three, per the plat thereof recorded as Instrument # 2012048851 in Plat Cabinet 4, Slide 794, on file in the Office of the Recorder of Hamilton County, Indiana; and
- D. Lot #70 of Meadowlands at Vikings Meadows Section Two, per the plat thereof recorded as Instrument # 2011060351 in the Office of the Recorder of Hamilton County, Indiana.

- 1.2 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. 2011010175 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 (the "Viking Meadows PUD Amendment Ordinance").

Section 3. **Valley View Lots' Architectural Standards.** Exhibit 19 ("Architectural Standards – Parcel C") of the Original PUD Ordinance is hereby amended and superseded with the attached Exhibit C ("Architectural Standards – Parcel C") for the Valley View Lots.

Section 4. **Parcel A and Monon Trail Buffer.**

- 4.1 Monon Trail Buffer. Section 4.4(B)(i) of the Viking Meadows PUD Amendment Ordinance shall be replaced and superseded with the following: "At the time the lots in Parcel A adjacent to the Monon Trail (the "Trail Adjacent Lots") are developed, the Developer shall plant a quantity of spruce trees, a minimum of seven (7) feet tall at planting, equal to an amount not less than that which would have been installed if the trees were planted in a single row of fifteen (15) feet on center along the entire rear of the Trail Adjacent Lots abutting the Monon Trail

(such trees shall hereinafter be referred to as the "Base Planting"). The trees that are part of the Base Planting shall be located with the intent of enhancing the existing Monon Trail vegetation and planted in a natural and staggered/irregular row pattern (e.g., not installed in a systematic single row)."

4.2 Supplemental Plantings. In addition to Base Plantings required in Section 4.1 above, supplemental plantings in excess of the Base Plantings shall be installed along the rear lot line of the Trail Adjacent Lots to supplement the Monon Trail Buffer and the Base Planting and to fill gaps in the existing vegetation along the Monon Trail ("Supplemental Plantings"). The Supplemental Plantings shall be planted as follows:

- A. Prior to completion of the development of the Trail Adjacent Lots, Developer shall clean up the existing vegetation and plant material along the rear of the Trail Adjacent Lots, excluding Lots 63, 64 and 65 in the plat of The Meadowlands at Viking Meadows, Section Two, that abut the Monon Trail by removing all undesirable and invasive species of shrubs and brush in a manner reasonably calculated to permit newly planted trees to thrive, and preserve, to the extent reasonably possible, all desirable and mature trees.
- B. Upon completion of the cleanup of the existing vegetation and plant material in Section 4.2(A) above, but prior to completion of the development of the Trail Adjacent Lots, Developer and a representative selected by the existing Viking Meadows Homeowners' Association Advisory Board shall meet on site and walk the rear of the Trail Adjacent Lots to determine the quantity and location of the Supplemental Plantings. The location and quantity of the Supplemental Plantings shall be done with the intent of enhancing the Monon Trail Buffer and filling gaps of the existing Monon Trail vegetation. The quantity and location shall be subject to best practices and development considerations such as easements, storm drainage, lines of sight, and property owner consent
- C. The plant species shall be determined by the Developer and selected from the City Parks' Department list of approved species (the "Approved Species").
- D. The exhibit attached hereto as Exhibit D (the "Preliminary Monon Vegetation Plan") illustratively depicts the Monon Trail Buffer, including Base Plantings and potential Supplemental Plantings. Notwithstanding anything in this Section 4 to the contrary, the maximum number of Supplemental Plantings to be installed by Developer shall not exceed eighty-six (86) plantings, which is twice the number of Supplemental Plantings shown on the Preliminary Monon Vegetation Plan. Supplemental Plantings shall be an Approved Species.

- E. Within thirty (30) days after the walking of the rear of the Trail Adjacent Lots to determine the quantity and location of the Supplemental Plantings by Developer and a representative of the existing Viking Meadows Homeowners' Association Advisory Board as required in Section 4.2(B) above, Developer shall submit to the Economic and Community Development Department of the City of Westfield a final landscaping plan (the "Final Monon Vegetation Plan") that shows the location, number, species and size at planting of all Base Plantings and all Supplemental Plantings with an acknowledgement from the representative of the existing Viking Meadows Homeowners' Association Advisory Board as to its accuracy. Installation of the Final Monon Vegetation Plan shall (i) become a requirement of the Viking Meadows PUD, and (ii) be completed no later than the end of the first planting season that occurs after the commencement of construction of the Trail Adjacent Lots.

Section 5. Meadowlands Section One Buffer.

- 5.1 Section 4.4(A)(ii) of the Viking Meadows PUD Amendment Ordinance shall be replaced and superseded with the following: "In addition, a staggered double row of spruce trees, a minimum of seven (7) feet tall at planting, with each row's trees planted thirty (30) feet on center and five (5) feet between the two rows, shall be planted in a landscape easement immediately south of Lots 33, 34, 35 and 36 of Meadowlands Section One. The width of the landscape easement shall be determined by the Developer at the time of platting the section of lots south of Lots 33, 34, 35 and 36; however, the landscape easement shall be a minimum width of fifteen (15) feet."
- 5.2 The Minimum Lot Area for Lot 75 within the Meadowlands shall be ten thousand (10,000) square feet.

**[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

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

This Instrument prepared by: Steven D. Hardin, Esq., Faegre Baker Daniels, LLP, 600 East 96th Street,
Suite 600, Indianapolis, Indiana 46240. (317) 569-9600.

I hereby certify **ORDINANCE** 13-11 was delivered to the Mayor of Westfield on the ____ day of _____, 2013.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE ORDINANCE 13-11
this ____ day of _____, 2013.

I hereby VETO ORDINANCE 13-11
this ____ day of _____, 2013.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A
VALLEY VIEW LOTS

Lots #6 and #8 of Valley View at Viking Meadows Section One per the plat thereof recorded as Instrument #200600035318 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
TRAIL ADJACENT REAL ESTATE

LAND DESCRIPTION

Unplatted Meadowlands at Viking Meadows, Section Four, Lots 63-65 and 70 in the Meadowlands at Viking Meadows, Section Two

Lots Numbered 63, 64, 65 and 70 in the plat of The Meadowlands at Viking Meadows, Section Two per the plat thereof recorded as Instrument Number 2011060351 in the Office of the Recorder of Hamilton County, Indiana.

ALSO,

A part of the Southwest Quarter of Section 12, Township 18 North, Range 3 East of the Second Principal Meridian, situated in Washington Township, Hamilton County, Indiana and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 12; thence South 87 degrees 16 minutes 25 seconds West (basis of bearings) on and along the South line of said Southwest Quarter 33.03 feet to a point on the Westerly Right-of-Way line of the Monon Trail as described in Instrument 2008016670, on file in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 09 minutes 41 seconds West on and along said Westerly Right-of-Way line 443.80 feet to the Northeast corner of The Meadowlands at Viking Meadows, Section Two, per plat thereof recorded as Instrument Number 2011060351 in the Office of the Recorder of Hamilton County, Indiana and the **POINT OF BEGINNING** of this description; thence on and along the perimeter of said Meadowlands at Viking Meadows, Section Two by the following four (4) courses: 1) North 88 degrees 14 minutes 22 seconds West 199.17 feet; thence 2) South 01 degrees 45 minutes 38 seconds West 30.83 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 175.00 feet and being subtended by a long chord bearing South 02 degrees 21 minutes 45 seconds West 3.68 feet; thence Southerly on and along said curve to the Right, through a central angle of 01 degree 12 minutes 14 seconds, an arc distance of 3.68 feet; thence North 87 degrees 48 minutes 24 seconds West and non-tangent to said curve 142.94 feet to a point on the East line of The Meadowlands at Viking Meadows, Section Three, per plat thereof recorded as Instrument Number 2012048851 in the Office of the Recorder of Hamilton County, Indiana; thence on and along the perimeter of said Meadowlands at Viking Meadows, Section Three by the following eleven (11) courses: 1) North 05 degrees 24 minutes 56 seconds East 134.34 feet; thence 2) North 03 degrees 15 minutes 00 seconds East 132.77 feet; thence 3) North 01 degrees 39 minutes 44 seconds West 172.49 feet; thence 4) North 06 degrees 03 minutes 26 seconds West 115.34 feet; thence 5) North 04 degrees 02 minutes 32 seconds West 380.25 feet; thence 6) North 21 degrees 51 minutes 45 seconds East 42.14 feet; thence 7) North 68 degrees 08 minutes 15 seconds West 43.37 feet; thence 8) North 21 degrees 51 minutes 45 seconds East 50.00 feet; thence 9) North 68 degrees 08 minutes 15 seconds West 46.24 feet; thence 10) North 21 degrees 51 minutes 45 seconds East 130.36 feet; thence 11) North 37 minutes 18 minutes 43 seconds West 38.33 feet to a Southeast corner of The Meadowlands at Viking Meadows, Section One, per plat thereof recorded as Instrument Number 2007006331 in the Office of the Recorder of Hamilton County, Indiana; thence on and along the perimeter of said Meadowlands at Viking Meadows, Section One by the following two (2) courses: 1) North 28 degrees 03 minutes 23 Seconds East 115.51 feet; thence 2) North 89 degrees 50 minutes 19 seconds East 332.39 feet to a point on the Westerly Right-of-Way line of the Monon Trail; thence South 00 degrees 09 minutes 41 seconds East 1283.03 feet to the **POINT OF BEGINNING**, containing 10.336 acres, more or less.

EXHIBIT C
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 on the Valley View Lots (defined herein as Lots 6 and 8 within Parcel C) 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.

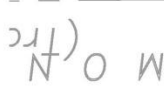
- 3) Corner lot homes which are set at an angle to the public streets, lacking an elevation substantially parallel to either abutting public street, shall have lawns comprised of sod or hydroseed with irrigation in that portion of the yard located (i) between the front elevation of the home and each 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, French Revival, Prairie 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.

EXHIBIT D
ILLUSTRATIVE EXHIBIT
MONON TRAIL BUFFER AND SUPPLEMENTAL PLANTINGS

L-3

ORDINANCE NO. 13-07

AN ORDINANCE BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD TO AUTHORIZE ADDITIONAL JURISDICTION TO THE BOARD OF PUBLIC WORKS AND SAFETY

WHEREAS, the City of Westfield (“City”) is governed by its duly elected Mayor and Common Council (“Council”) and is charged with the duties to maintain efficient and effective processes in the administration of services provided to the citizens of the City; and

WHEREAS, the City has created the Board of Public Works and Safety (“BPW”) pursuant to Indiana law and wishes to utilize it as a quick and efficient means to address issues within that Board’s expertise; and,

WHEREAS, IC 36-1-3-6 grants municipalities the power to operate and govern local affairs by adopting ordinances prescribing the specific manner in which said power is to be exercised:

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

Section 1. That certain issues are presented to the Council such as appeals, reviews, and other relief many of which are more appropriate for the jurisdiction of the BPW. These matters include but are not limited to:

- a) Appeals from fines related to illegal sanitary sewer discharges and discharges into the storm water sewer system.
- b) Requests for reductions of fees and fines imposed by the Westfield Code of Ordinances and allowed by such for reductions.
- c) Any fee, fine and/or charge for utility services owned by the City that as imposed create an unintended hardship on a citizen of the City for which relief should be granted.
- d) Initiation and management and of fees related to any extraordinary costs associated with the storm water fees and management of the storm water system, including but not limited to repairs and special fees for areas creating an increased burden on the system.

Section 2. That the BPW allows for a more efficient and effective management of the issues related to the above and as such, should and is now declared to be the proper entity to hear appeals and reviews outlined above and are hereby granted the authority to act in the best interests of the City and its citizens. The Director of Public Works is also authorized to present to the

BPW those issues that are appropriate for relief and to prepare policies and procedures in furtherance of this Ordinance.

Section 3. No charge, fee or potential fine or charge filed in the Noblesville City Court for resolution shall be eligible for relief under this Ordinance.

Section 4. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed invalid shall not operate to invalidate the remaining portions. All acts undertaken to establish this Ordinance and all prior acts undertaken to accomplish the intent of this Ordinance are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS ORDAINED THIS _____DAY OF _____2013.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

John Dippel

John Dippel

John Dippel

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

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 13-07 was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 13-07 I hereby VETO ORDINANCE 13-07
this _____ day of _____, 2013. this _____ day of _____, 2013.

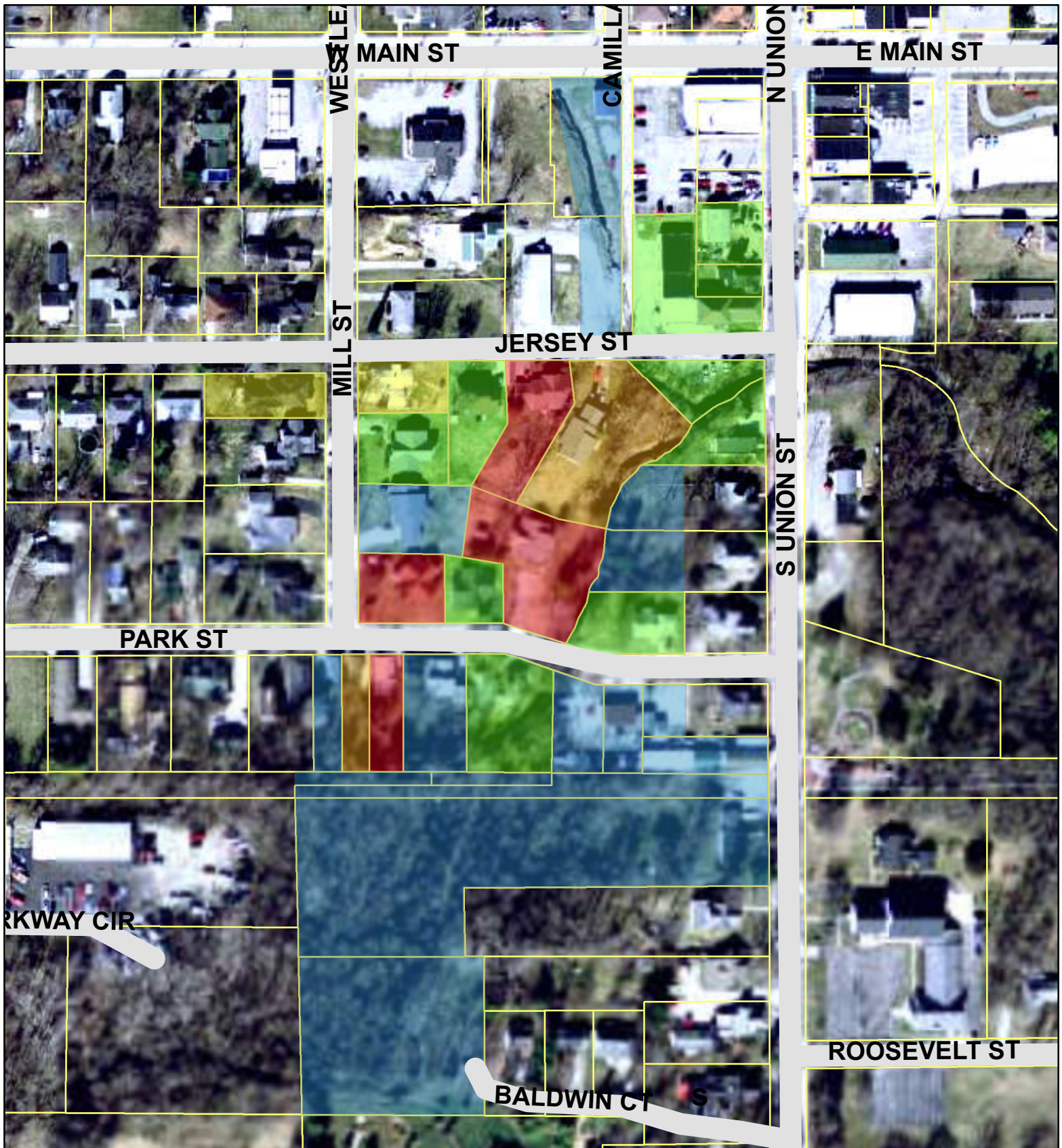
J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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



Grand Junction Park Plaza

Land Acquisition as of 2/6/2013



- Remaining
- Own and Demolished
- Own
- Purchase Agreement
- Working on an Agreement



GRAND JUNCTION PLAZA MASTER PLAN

Westfield, Indiana
100% Schematic Design April 25, 2011

DESIGNWORKSHOP



BROWNING
DAY MULLINS
DIERDORF
LANDSCAPE
ARCHITECTS



Westfield City Council Report

Ordinance Number: 13-11
APC Petition Number: 1211-PUD-12
Requested Action: Pulte Homes of Indiana, LLC requests an amendment to the Viking Meadows PUD.
Current Zoning District: Viking Meadows PUD
Requested Zoning District: Viking Meadows PUD
Referral Date to APC: October 8, 2012
APC Public Hearing: January 22, 2013
APC Recommendation: February 4, 2013
Adoption Consideration: February 11, 2013
Exhibits:
1. Staff Report
2. Aerial Location Map
3. APC Certification
4. Valley View Response Analysis
5. Valley View Construction Analysis
6. Lot 6 Home Plan
7. Lot 8 Home Plan
8. Trail Adjacent Lots
9. Lot 75 Map
10. Lots 33-36 Map

Prepared By: Andrew P. Murray, Associate Planner

Petition History

This petition was introduced at the October 8, 2012 City Council meeting and received a public hearing at the January 22, 2013 Advisory Plan Commission (the “APC”) meeting. The item received a favorable recommendation for approval at the February 4, 2013 APC meeting.

Procedural

- Requests for a change in zoning are required to be considered at a public hearing, in accordance with Ind. Code 36-7-4-1511.
- The Advisory Plan Commission held a public hearing on January 22, 2013 and issued a favorable recommendation (8-0) to the City Council in support of the proposed amendment request at its February 4, 2013 meeting.
- Notification of the February 4, 2103 public hearing was provided in accordance with the APC Rules of Procedure.
- The Westfield City Council may take action on this item at its February 11, 2013 meeting.

Project Overview

Project Description

The subject property is located in the Viking Meadow subdivision located at the northeast corner of 156th Street and Oak Ridge Road. The overall development is approximately 220 acres in size.

The proposed standards, as identified in the next section of this report, are presented to you based on the feedback from residents within the Viking Meadows subdivision. The petitioner has worked closely and diligently in finalizing this proposal to the satisfaction of the residents.

Summary of Proposed Standards

Roof Pitch Modification

The proposed amendment would modify architectural standards for Parcel C, Lots 6 and 8 (Valley View Section 1), within the Original Viking Meadows PUD Ordinance 04-22 (the “Original PUD”). The Original PUD lists specific standards for roof pitch which includes a minimum of 8/12 (front to back roof pitch) and 10/12 (front gable roof pitch). The amendment would modify roof pitch standards to accommodate homes with a historical architectural style that lends itself to an alternative roof pitch. As proposed, the Economic and Community Development Department (the “Department”) will determine which homes are classified as having a historical architectural style and permitted to have an alternative roof pitch. This proposal is very similar to a previous amendment that was approved by the Westfield City Council in April of 2012.

The petitioner provided staff with two exhibits regarding this proposed modification. These exhibits are summarized as follows:

1. Exhibit 4 – Valley View Response Analysis. – This exhibit accounts for all lots in Valley View Section 1, indicating the property owner’s response to the proposed roof modification. Responses include: 1) in favor, 2) against, 3) unresponsive or 4) no comment.
2. Exhibit 5 – Valley View Construction Analysis. – This exhibit accounts for all lots in Valley View Section 1, indicating which lots are 1) occupied, 2) empty or 3) under construction.

Monon Trail Buffer Modification

In addition to the proposed roof pitch modification, the amendment proposes to modify the existing buffer planting requirement adjacent to the west side of the Monon Trail corridor. As written, the Viking Meadows PUD Amendment, Ord. 10-30, requires at the time the lots in Parcel A adjacent to the Monon Trail are developed, a staggered double row of spruce trees, a minimum of seven feet (7’) tall at planting, to be planted thirty feet (30’) on center along the rear of the Trail Adjacent Lots abutting the Monon Trail.

As proposed, the modification would change the configuration from a double row of spruce trees planted thirty feet (30’) on center to a quantity of spruce trees, planted in a natural and staggered/irregular row pattern (not in a single, systematic row), a minimum of seven (7) feet tall at planting, equal to an amount not less than that which would have been planted in a single row of fifteen (15) feet on center along the entire rear of the trail adjacent lots (the “Base Plantings”). The Base plantings are the minimum required plantings.

In addition to the Base Plantings, supplemental plantings are proposed to fill gaps in the existing vegetation along the Monon Trail and Trail Adjacent Lots. As proposed, the Developer commits to cleaning up existing vegetation along the Monon Trail by removing all undesirable brush and shrubs that would allow for newly planted trees to grow and thrive. In determining the amount of supplemental plantings, the Developer and a representative selected by the existing Viking Meadows HOA Advisory Board shall walk the Trail Adjacent Lots, upon completion of the trail cleanup and prior to the last building permit issued to a Trail Adjacent Lot, to determine the quantity and location of the supplemental plantings. The Developer commits to planting a maximum of 86 supplemental plantings.

Lot 75 Lot Size Modification

The minimum lot area for lot 75 within the Meadowlands Section 3 development is proposed to be reduced from 10,400 square feet to 10,000 square feet. This reduction is proposed in order to comply with the thirty (30) feet wide common area that is required in accordance with the Viking Meadows PUD (Ord. 10-30, Section 4, 4.4, A, i).

Meadowlands Section One Buffer Modification

The Meadowlands Section One Buffer standard requires a staggered double row of spruce trees planted thirty (30’) on center, at a minimum of seven (7) feet tall, in a landscape easement immediately south of lots 34, 35 and 36. It is proposed to modify the configuration of the plantings to allow five (5) feet

between the two rows of trees and to apply this standard immediately south of lot 33, in addition to the other three lots.

Statutory Considerations

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

1. The Comprehensive Plan.

The Future Land Use Concept Map in the Westfield-Washington Township Comprehensive Plan (the “Comprehensive Plan”) identifies the Property as Existing Suburban Residential. Single-Family residential uses are appropriate in the Suburban Residential Area. The proposed use of the property is the same as the existing approved uses.

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

Currently, there are some residential homes and a number of vacant platted lots. The occupied residential homes are newly-constructed custom and production homes.

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

The Comprehensive Plan establishes that suburban residential development is appropriate in this location. The proposed amendments to the PUD allow for the continued development of Viking Meadows as a suburban residential neighborhood.

4. The conservation of property values throughout the jurisdiction.

It is anticipated that the proposed use would have a neutral or positive impact on surrounding property values throughout the jurisdiction.

5. Responsible growth and development.

The site is contiguous to other developed areas and already approved for development.

Recommendations/Actions

- Economic and Community Development Department [February 4, 2013]
The Westfield Economic and Community Development Staff reported to the APC that the proposed amendment to the Viking Meadows PUD Ordinance is in good form. Staff

recommended that the proposal be forwarded to the City Council with a favorable recommendation, if the APC was satisfied with the substantive contents of the proposal.

- Advisory Plan Commission [February 4, 2013]

The Westfield-Washington Advisory Plan Commission has forwarded a favorable recommendation to the City Council (Vote of: 8-0).

- City Council

- Introduction: [October 8, 2012]
- Eligible for Adoption: [February 11, 2013]

Submitted by: Andrew P. Murray, *Associate Planner*

AERIAL LOCATION EXHIBIT

VIKING MEADOWS



CONCEPT PLAN EXHIBIT

VIKING MEADOWS



LEGEND

- Parcel A = Blue Grass
- Parcel A = Meadowlands
- Parcel B = Two Gaits
- Parcel C = Valley View
- Parcel D = Valley View
- Parcel E
- Parcel F



VALLEY VIEW LOTS

VIKING MEADOWS



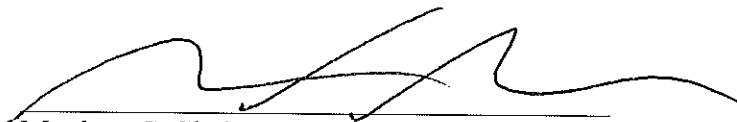
**WESTFIELD-WASHINGTON ADVISORY PLAN COMMISSION
CERTIFICATION**

The Westfield-Washington Advisory Plan Commission held a public hearing on Monday, January 22, 2013, to consider the Viking Meadows PUD amendment. Notice of the public hearing was advertised and noticed and presented to the Advisory Plan Commission. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The proposal is as follows:

Case No.	1211-PUD-12
Petitioner	Pulte Homes of Indiana, LLC
Description	Pulte Homes of Indiana, LLC requests an amendment to the Viking Meadows PUD Ordinance.

On February 4, 2013, a motion was made and passed to send a favorable recommendation to the City Council to approve 1211-PUD-12 (Vote of: 8-0).

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



Matthew S. Skelton, Secretary

February 5, 2013

Date



Valley View – Response Analysis

- - Support PUD Amendment
- - Opposed PUD Amendment
- - No Comment
- - No response



WEIHE
ENGINEERS

10505 N. College Avenue
Indianapolis, Indiana 46260
weiheng.com
317.744-6411

SCALE: 1" = 400'
0 100 200 400

Page 1 of 1

VIKING MEADOWS

ILLUSTRATIVE LOT LAYOUT

Date: November 18, 2011

Revised Date: October 18, 2012



Valley View – Construction Status

- - Occupied 2-5,7,17,19,20,22 & 24
- - Empty 1,6,8,14,15,16,21,23 & 25
- - Under Const. 9-13 & 18



WEIHE
ENGINEERS

10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317/846-6411

SCALE: 1" = 400'
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Page 1 of 1

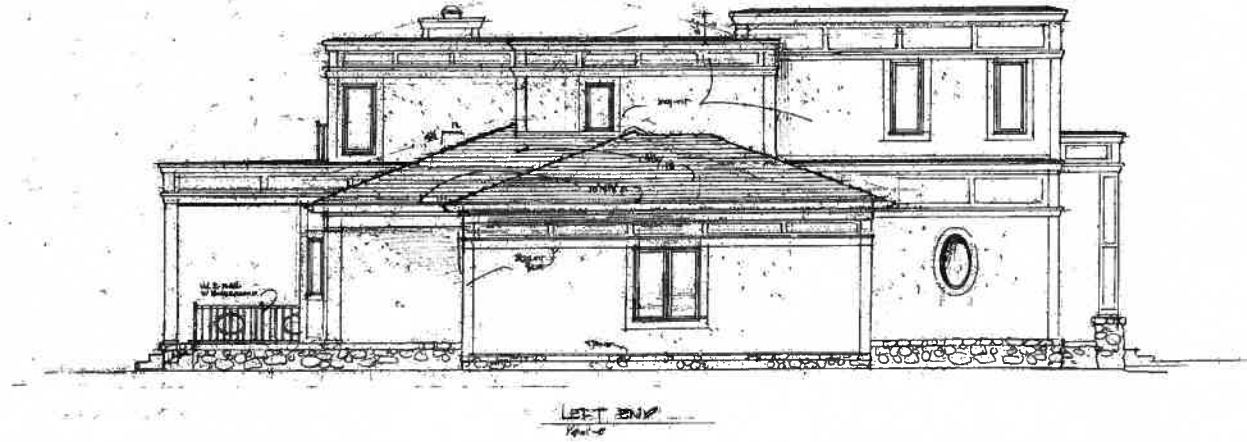
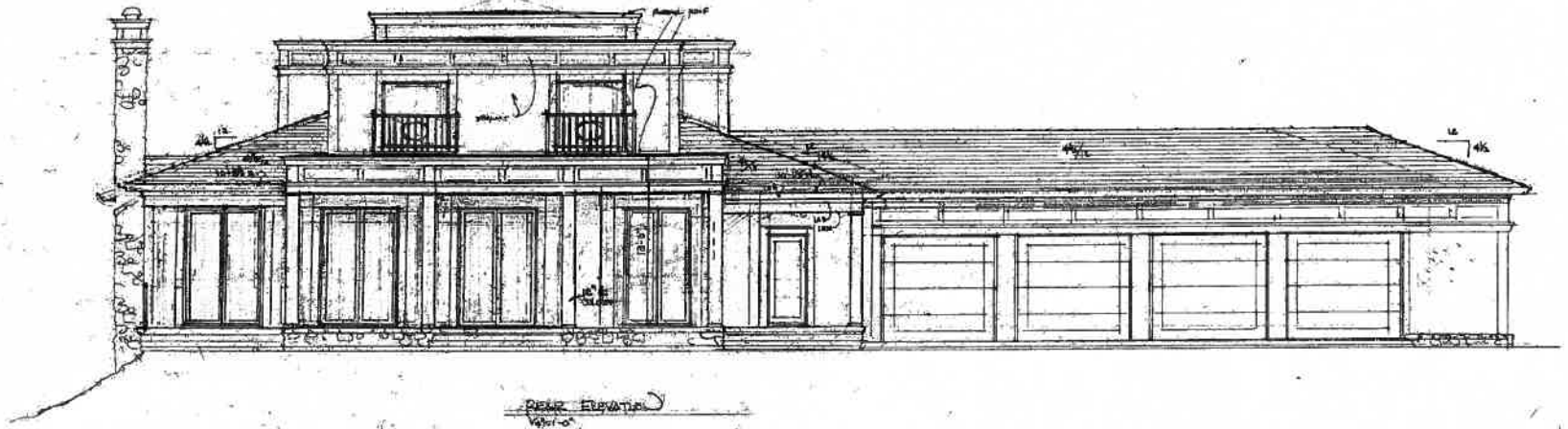


VIKING MEADOWS

ILLUSTRATIVE LOT LAYOUT

Date: November 18, 2011

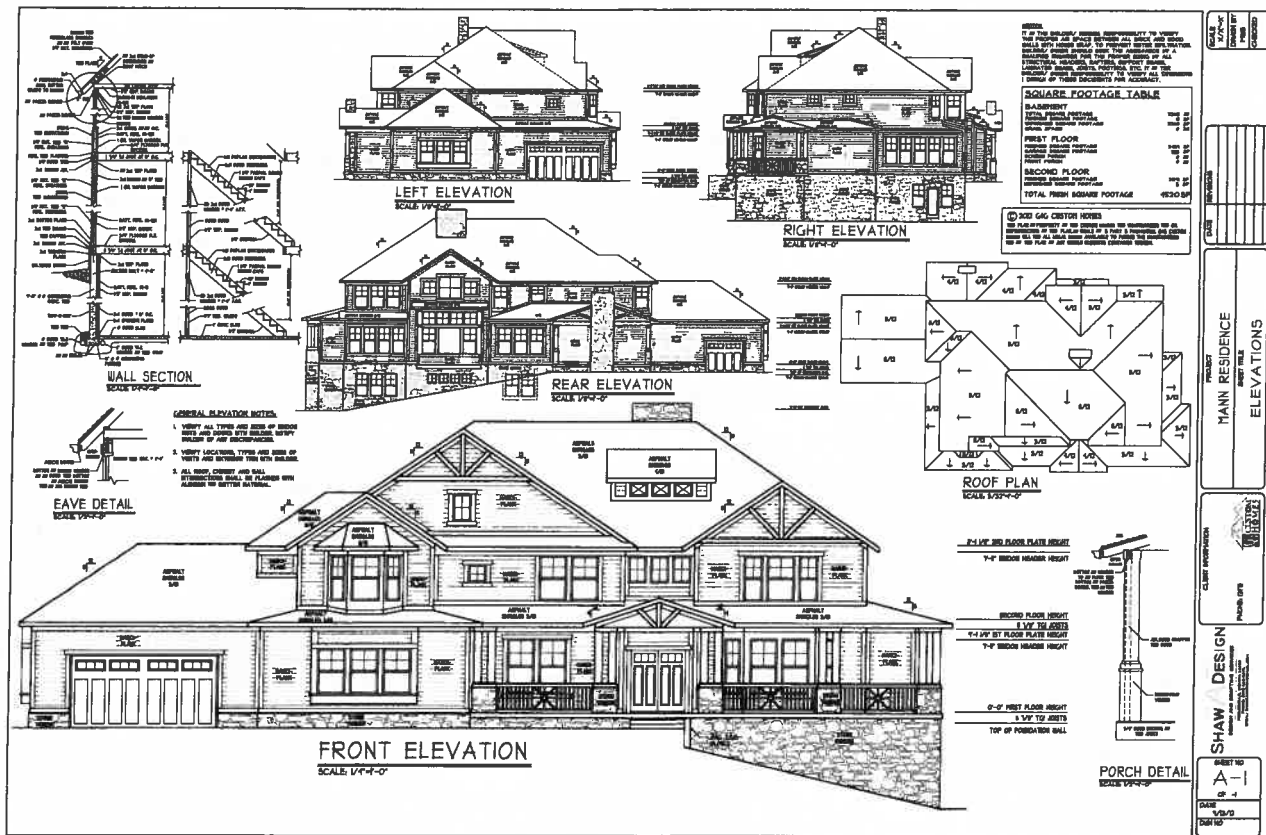
Revised Date: October 18, 2012



SCHENBERG RESIDENCE

HAMILTON HOMES
 DRAWN BY: MARGA VORLES
 DATE OF DRAWING: 8-15-11
 DATE OF (REVISION): 12-19-11
 DATE OF (REVISION): 1-9-12

Lot #8 - Valley View
proposed plans



PARCEL A - TRAIL ADJACENT LOTS

VIKING MEADOWS



- Lots within Parcel A adjacent to the Monon Trail

LEGEND

- Parcel A = Blue Grass
- Parcel A = Meadowlands
- Parcel B = Two Gaits
- Parcel C = Valley View
- Parcel D = Valley View
- Parcel E
- Parcel F



EXISTING THE MEADOWLANDS AT VIKING
SECTION ONE PER INST. #20070

32

33

N01°35'52"

N05°24'56"E 132.11'

POINT OF
BEGINNING

N81°28'49"E 461.20'

N25°58'13"W
25.60'

EXISTING THE MEADOWLANDS AT VIKING MEADOWS,
SECTION TWO PER INST. #2011060351

N16°25'W 425.79'

EXISTING THE MEADOWLANDS AT VIKING MEADOWS,
SECTION ONE PER INST. #2007006331

S78°37'52"W 115.52'

N02°43'35"W
97.36'

S LINE SW¼
SEC. 12-T18N-R3E

S87°16'25"W 695.46'

BUILDING SETBACK REQUIREMENTS:

For rebar with aluminum cap to be set to mark street centerline

78
10516 S.F.
0.241 AC.

77
10400 S.F.
0.239 AC.

76
10400 S.F.
0.239 AC.

75
10400 S.F.
0.239 AC.

100
11648 S.F.
0.267 AC.

101
11524 S.F.
0.265 AC.

102
11613 S.F.
0.267 AC.

103
11300 S.F.
0.259 AC.

CAPITAL SPENDING ROAD

[15726]

[15723]

[15718]

[15715]

[15712]

[15711]

[15708]

[15707]

C8

C7

C6

C5

C26

C2

A/C

A/C

25' BSL

20' S.D.&U.E.

25' BSL

N07°56'58"E 122.86'

S84°35'04"E N.R.
143.47'

S84°35'04"E
146.92'

WR S.D.&U.E.

141.40'

79.15'

79.80'

16.28'

59.06'

106.28'

10.10'

51.42'

82.09'

83.26'

15.78'

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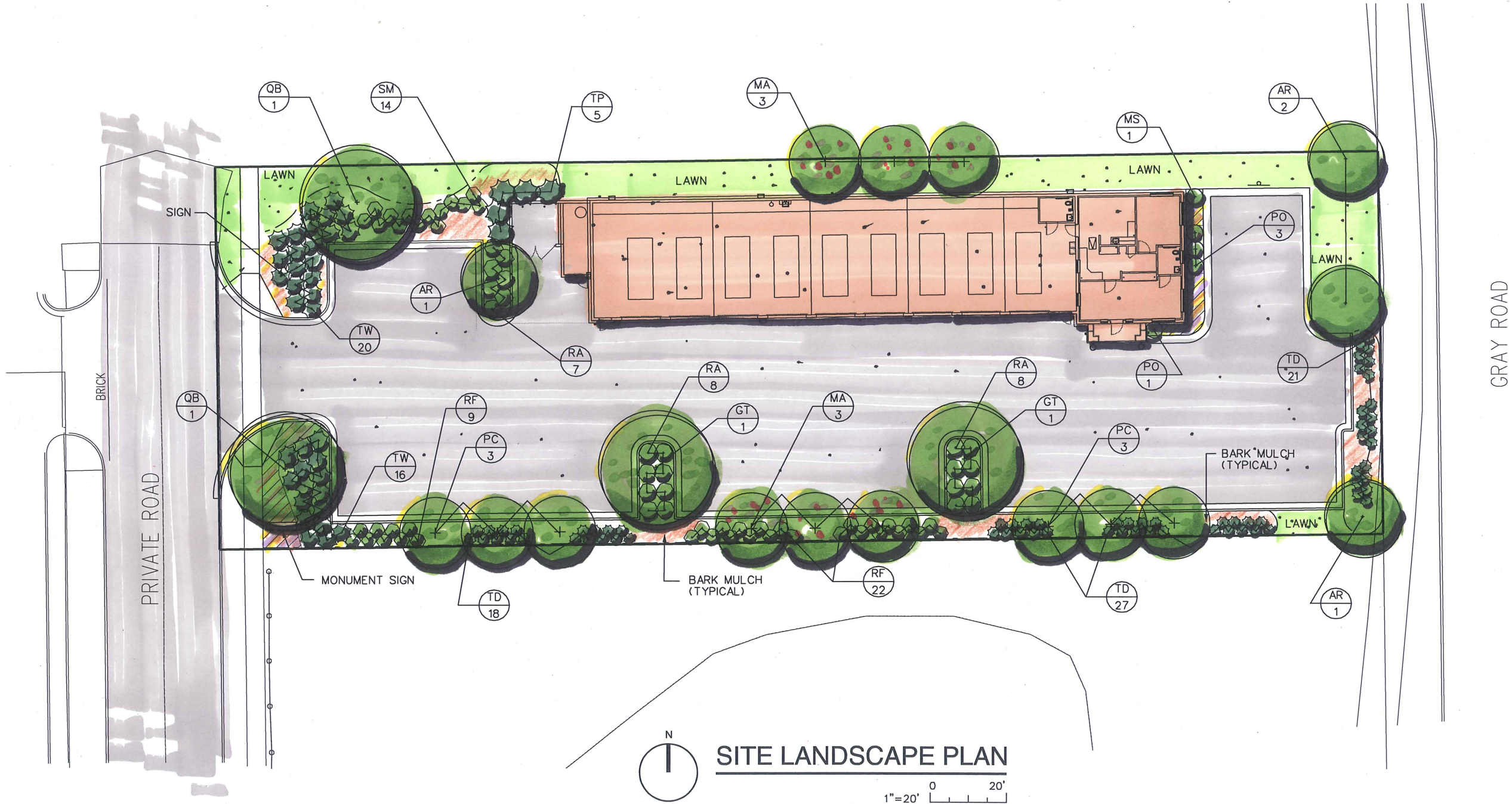
15.78'

57.06'

Aerial Location Map

Site





PLANT LIST

ABBRV.	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE	COMMENTS
AR	4	ACER RUBRUM 'SOMERSET'	SOMERSET RED MAPLE	2" CAL.	B & B
GT	2	GLEDITSIA TRI.INERMIS 'IMPERIAL'	IMPERIAL HONEY LOCUST	2" CAL.	B & B
MA	6	MALUS 'ADIRONDACK'	ANDIRONDACK CRABAPPLE	2" CAL.	B & B
MS	1	MISCANTHUS SIN. 'YAKU SHIMA'	YAKU SHIMA MAIDEN GRASS	NO. 2	CONT.
PC	6	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2" CAL.	B & B
PO	4	PENNISETUM ORIENTALIS 'KARLEY ROSE'	SOMERSET RED MAPLE	2" CAL.	B & B
QB	2	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CAL.	B & B
RA	23	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	18" HT.	CONT.
RF	31	RHAMNUS FRANGULA 'FINE LINE'	FINE LINE BUCKTHORN	24" HT.	CONT.
SM	14	SYRINGA MEYERIPALIBIN	DWARF KOREAN LILAC	18" HT.	CONT.
TD	66	THUJA OCCIDENTALIS 'AUREA'	GOLDEN GLOBE ARBORVITAE	18" HT.	CONT.
TP	5	THUJA PLICATUM 'GELDERLAND'	GELDERLAND WESTERN ARBORVITAE	6' HT.	B & B
TW	36	TAXUS X MEDIA 'WARDII'	WARD'S YEW	24" HT.	B & B

EXHIBIT “C”

Page 1 of 2

(Building Interiors)



EXHIBIT “C”

Page 2 of 2

(Building Interiors)

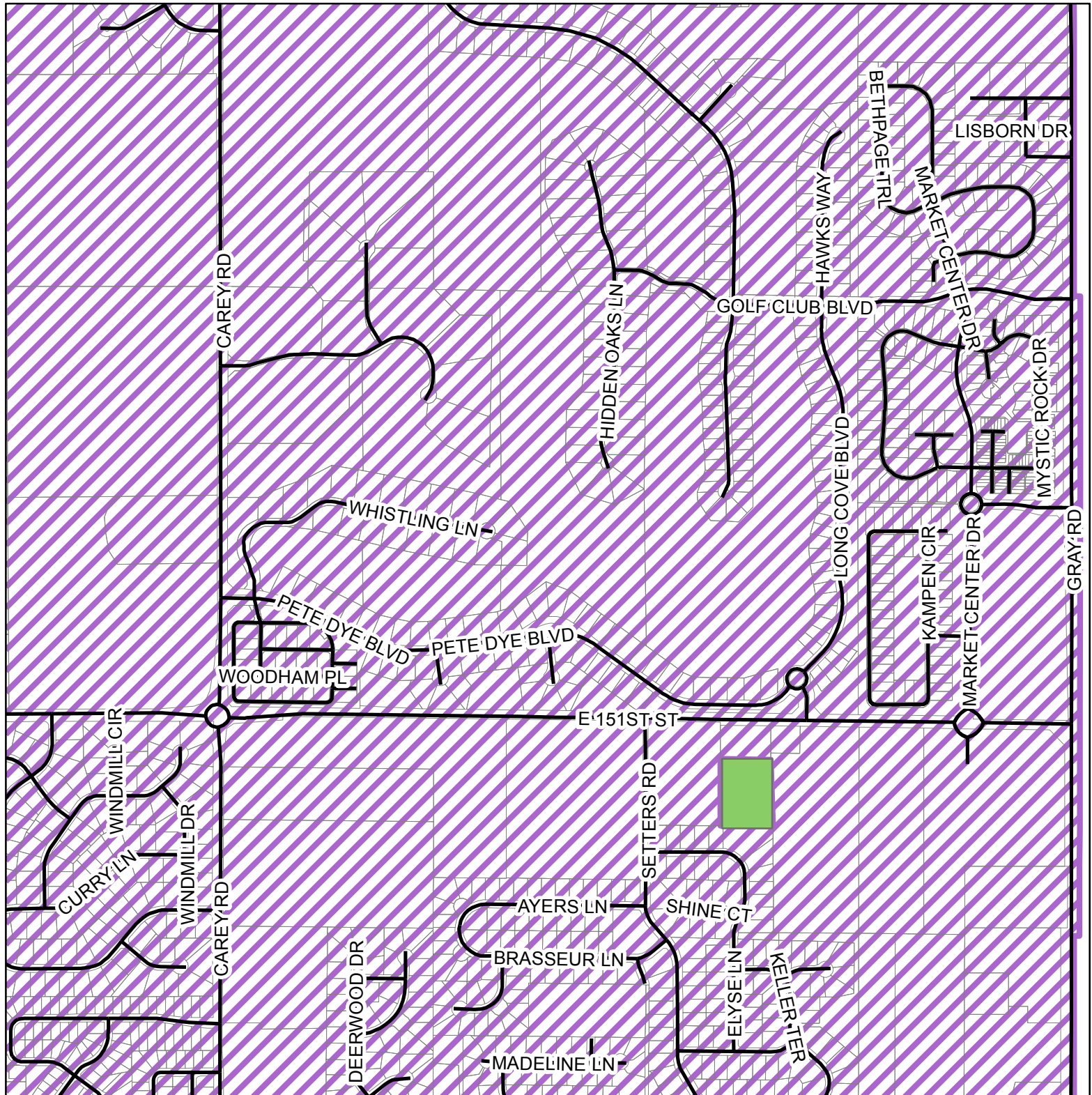


EXHIBIT “D”

(Building Design)



Exhibit A: Parcel Location Map



Legend

-  Parcel to be Annexed
-  Existing City Limits

-  Parcels
-  Streets

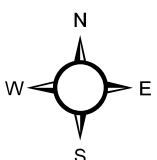


Exhibit 3
CONCEPT PLAN



Towne West PUD - Conceptual Plan
January 31, 2013



CONCEPT PLAN EXHIBIT

VIKING MEADOWS



LEGEND

- Parcel A = Blue Grass
- Parcel A = Meadowlands
- Parcel B = Two Gaits
- Parcel C = Valley View
- Parcel D = Valley View
- Parcel E
- Parcel F



Exhibit 1

Page 1 of 3

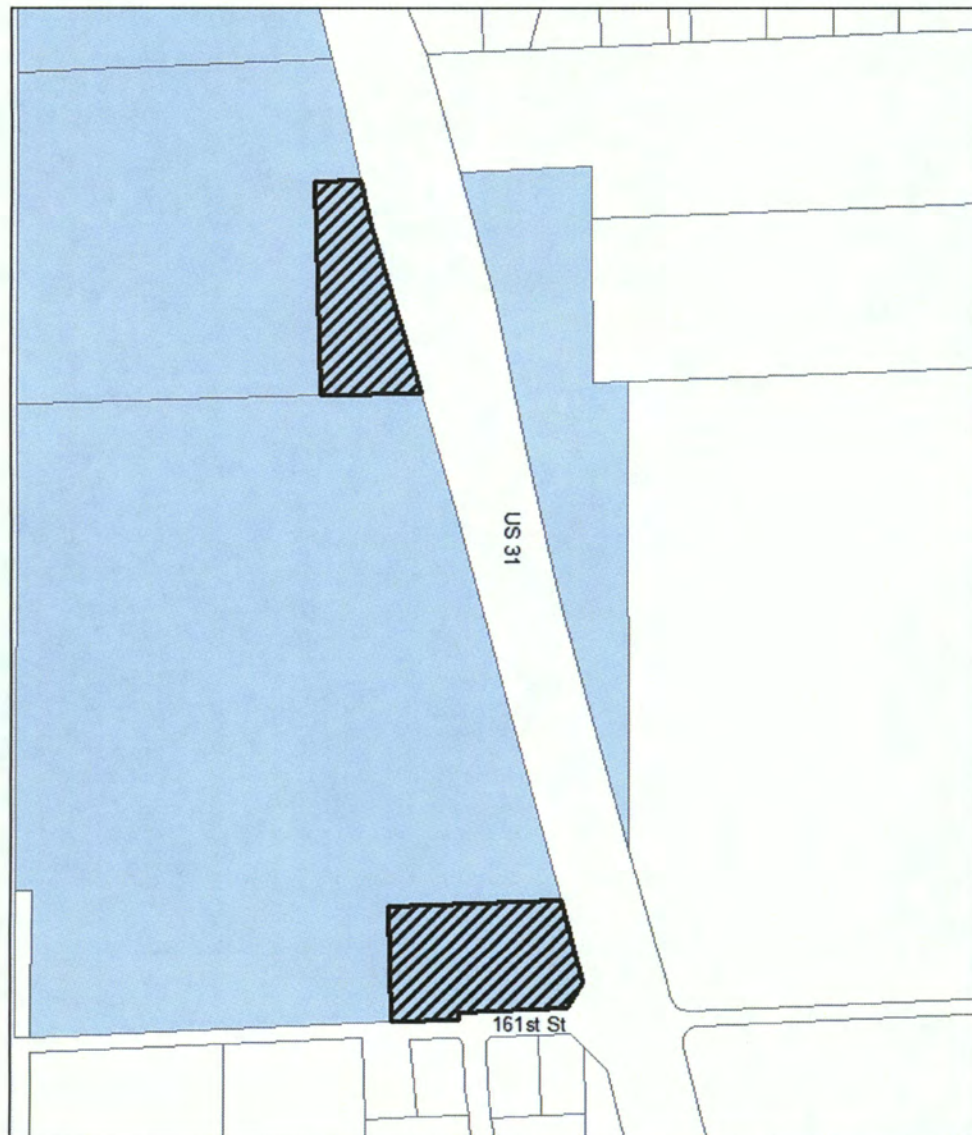


Legend

-  Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 1

Page 2 of 3



Legend

-  Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 1

Page 3 of 3

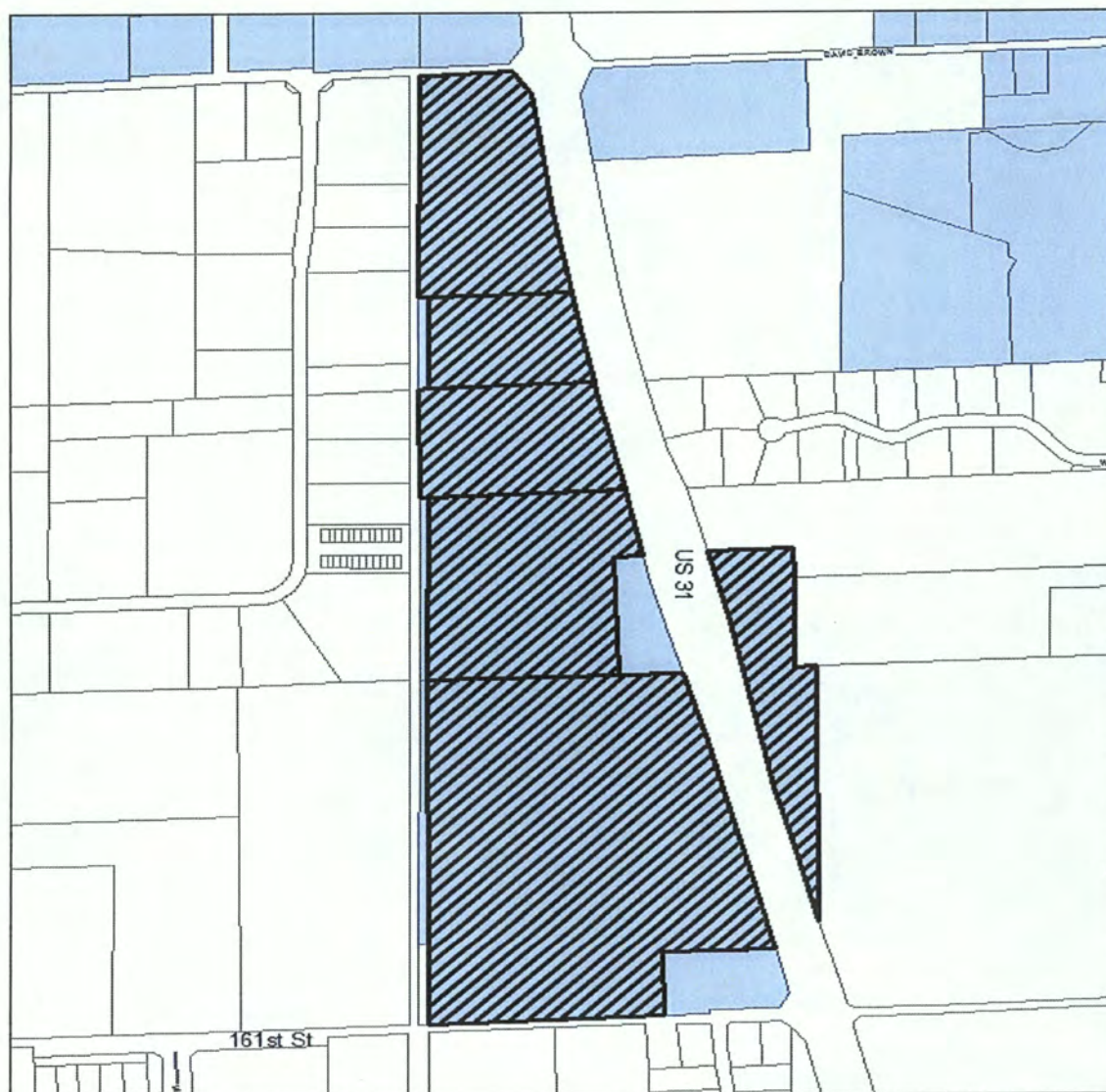
The State of Indiana is the owner of all parcels mentioned below.

Parcel No. Removed

09-09-01-02-02-002.000
09-09-01-02-02-004.000
09-09-01-02-02-005.000
09-09-01-02-03-001.000
09-09-01-02-03-002.000
09-09-01-02-03-003.000
09-09-01-02-03-004.000
09-09-01-02-03-005.000
09-09-01-02-03-006.000
09-09-01-02-03-007.000
09-09-01-02-03-008.000
09-09-01-02-03-019.000
09-05-36-00-00-028.002
09-05-36-00-00-028.003
09-09-01-02-01-009.000
09-09-01-02-07-001.000
09-09-01-02-01-013.000

Exhibit 2

Page 1 of 3

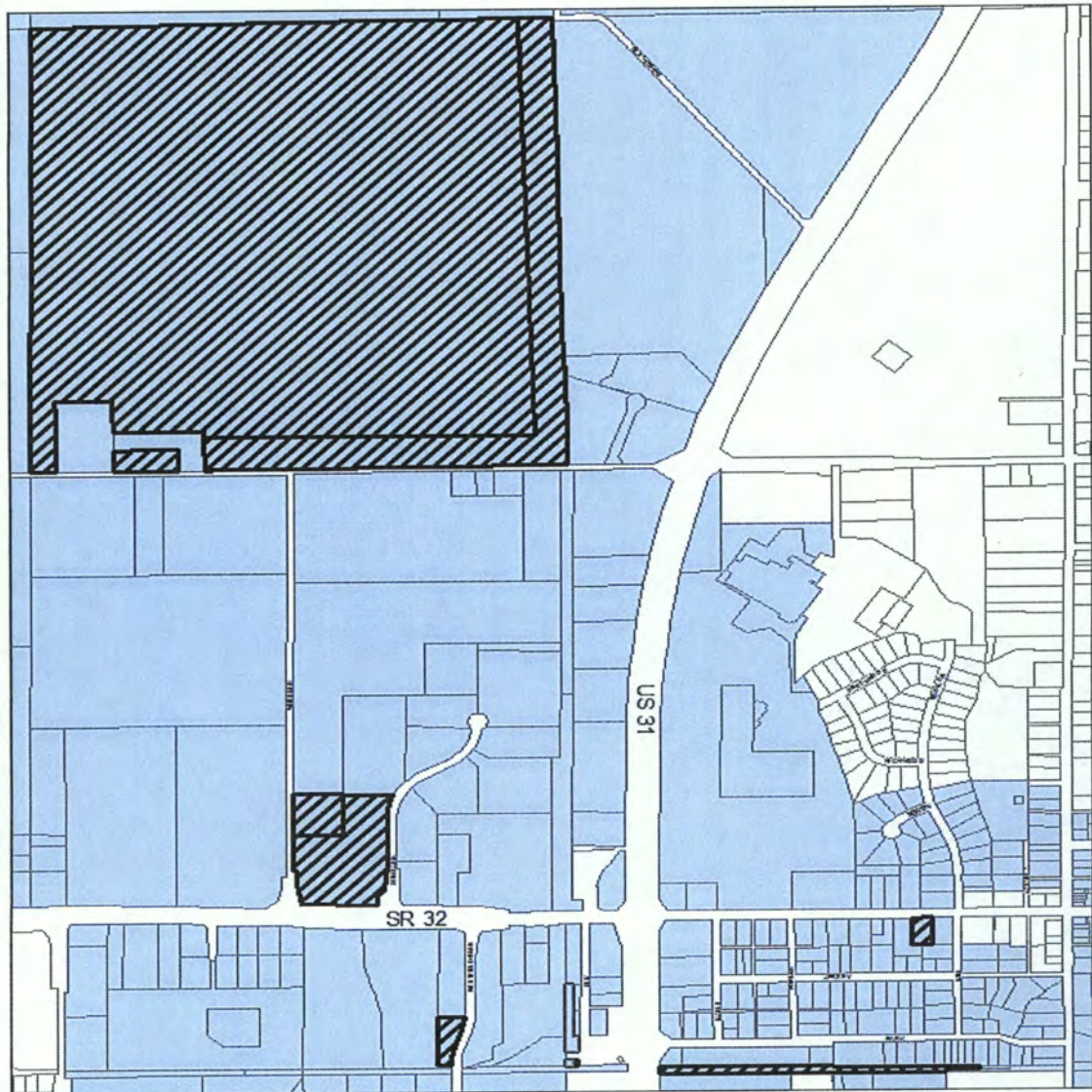


Legend

-  Portions of Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 2

Page 2 of 3



Legend

-  Portions of Parcels Removed
-  Grand Junction TIF District
-  Parcels

Exhibit 2

Page 3 of 3

The State of Indiana is the owner of all portions of parcels mentioned above and legally described in Exhibit 3.

Portions of Parcel No.

Removed

08-09-12-00-00-006.000
08-09-12-00-00-004.000
09-09-01-00-00-014.000
09-09-01-00-00-015.000
09-09-12-00-00-009.000
08-09-12-00-00-003.000
09-09-01-00-00-003.201
09-09-01-02-03-008.000
09-09-01-02-07-025.000
09-05-36-00-00-039.000
09-05-36-00-00-039.002
08-05-36-00-00-004.00A
08-05-36-00-00-004.000
08-05-36-00-00-050.000
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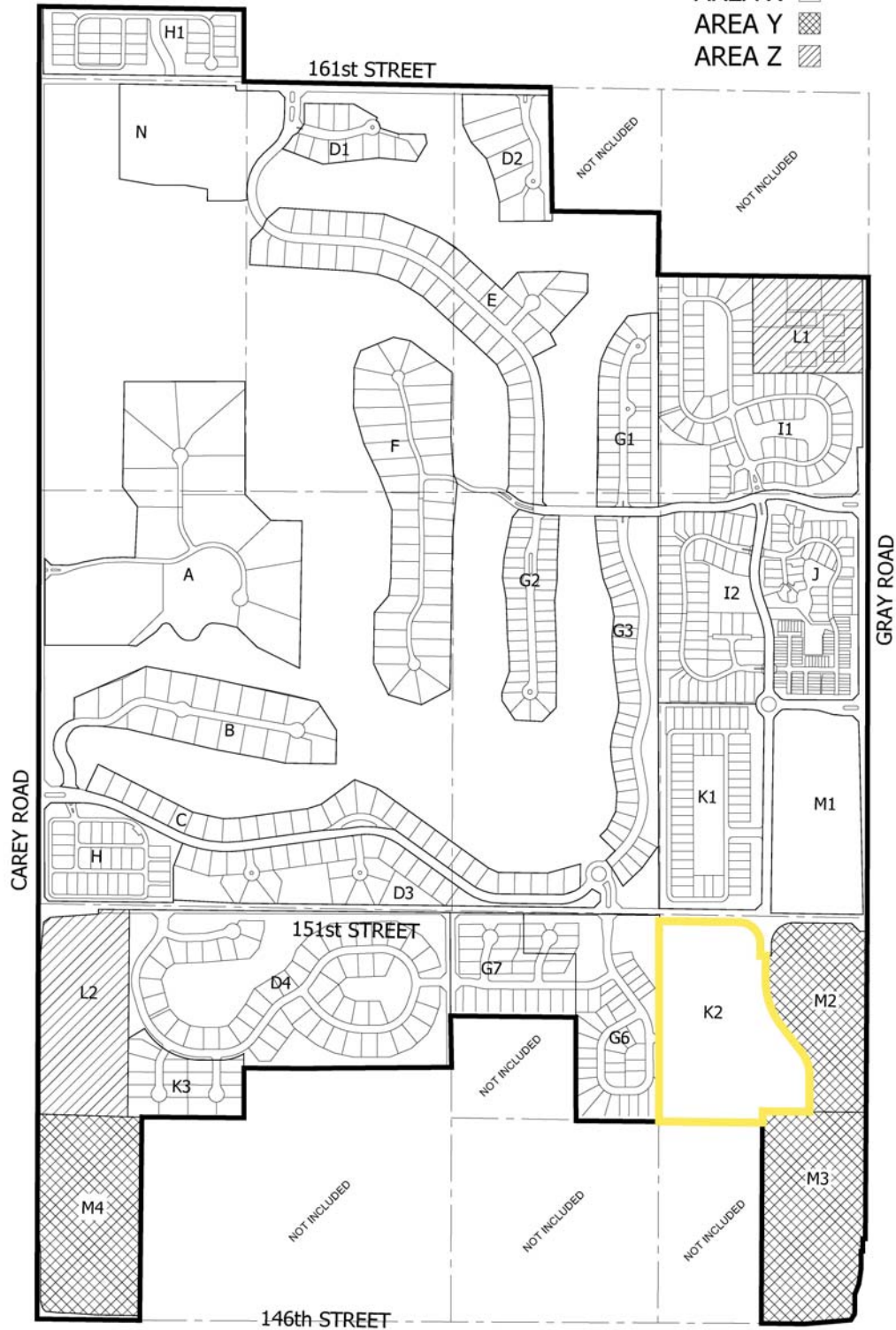
EXHIBIT "A"

Page 2 of 2

(Site Location Exhibit)

LEGEND

- AREA X 
- AREA Y 
- AREA Z 



RESOLUTION 13-101

RESOLUTION TO TRANSFER RIGHT OF WAY FROM THE CITY OF WESTFIELD TO HAMILTON COUNTY INDIANA AND THE STATE OF INDIANA

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

WHEREAS, the Council has the duty and authority to maintain the Rights Of Way within the City and to transfer those property rights when it is in the best interested of the citizens of the City; and,

WHEREAS, Hamilton County and the State of Indiana through the Indiana Department of Transportation have requested such a transfer and it is in the best interests of the City.

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

- Section 1.** That the City hereby transfers the right of Way outlined by Exhibit “A” , attached hereto and incorporated by reference herein.
- Section 2.** That this transfer is made pursuant to I.C 36-1-11-8 and shall be effective upon the passage of a similar resolution by Hamilton County and the State of Indiana.
- Section 3.** This Resolution shall be in full force and effect immediately, all acts necessary in the creation of these transfers are hereby ratified.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____DAY OF _____2013.

WESTFIELD CITY COUNCIL

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

ATTEST:

Cindy J. Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 13-101 was delivered to the Mayor of Westfield
on the _____ day of _____, 2013, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 13-101 I hereby VETO RESOLUTION 13-101
this _____ day of _____, 2013. this _____ day of _____, 2013.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

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

State of Indiana)
)SS:
County of Hamilton)

Project: Bridge #147
Parcel: 2
Road: 161st Street

DONATION AGREEMENT (WITHOUT OFFER)

Cross Reference 200500072698

200100086498

We, f/k/a Town of Westfield n/k/a City of Westfield of Hamilton County, Indiana, property owners hereby convey to the Board of Commissioners of Hamilton County, Indiana, the property as described on the attached Exhibits A & B for \$1.00 and/or other good and valuable considerations, without any undue coercive action of any nature, fully aware that we are entitled to just compensation based upon an appraisal.

We waive such appraisal rights and do hereby convey the property this _____ day of _____, 2013.

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

Before me, a Notary Public in and for said County and State personally appeared _____ who acknowledged the truth of the statements in the foregoing agreement on this _____ day of _____, 2013.

Notary Public (Signature)

Notary Public (Printed)

My Commission Expires _____

My County of Residence is _____

Before me, a Notary Public in and for said County and State personally appeared _____ who acknowledged the truth of the statements in the foregoing agreement on this _____ day of _____, 2013.

Notary Public (Signature)

Notary Public (Printed)

My Commission Expires _____

My County of Residence is _____

This instrument prepared by: Hamilton County Highway Department Michael A. Howard Attorney at Law

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

Tim Knapp R/W Manager
Hamilton County Highway Department

EXHIBIT "A"
Sheet 1 of 2

PERMANENT RIGHT OF WAY
161st Street over Cool Creek
Hamilton County
PARCEL NO. 2-A
Town of Westfield

Part of the West Half Southwest Quarter of Section 7, Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a portion of a parcel of land as described in Instrument No. 200500072698, all in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of the West Half of the Northwest Quarter of said Section 7; thence North 89 degrees 45 minutes 15 seconds East (Location Route Survey Bearing, Instrument No. 200600025208, in the Office of the Recorder of Hamilton County, Indiana), along the North line of said half quarter Section 263.28 feet to the northwest corner of Instrument No. 200100086498, in said office; thence South 00 degrees 15 minutes 07 seconds East, along the west line thereof, 53.00 feet; thence South 89 degrees 45 minutes 15 seconds West, 87.10 feet; thence North 89 degrees 40 minutes 22 seconds West, 100.00 feet; thence South 52 degrees 31 minutes 10 seconds West, 62.80 feet; thence South 08 degrees 54 minutes 01 seconds West, 60.77 feet; thence South 89 degrees 45 minutes 15 seconds West, 16.50 feet; thence North 00 degrees 15 minutes 18 seconds West, 150.00 feet to the point of beginning, containing 17,052 square feet, 0.391 acres, more or less, inclusive of existing right of way which contains 0.109 acres, more or less, under pavement, for a net additional taking of 0.282 acres, more or less.

Given under my hand and seal August 13, 2012
Date



Rick L. Alexander
Registered Land Surveyor
No. 20100013
State of Indiana

EXHIBIT "A"
Sheet 2 of 2

PERMANENT RIGHT OF WAY
161st Street over Cool Creek
Hamilton County
PARCEL NO. 2-B
Town of Westfield

Part of the West Half Southwest Quarter of Section 7, Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a portion of a parcel of land as described in Instrument No. 200500072698, all in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Commencing at the Northwest corner of the West Half of the Northwest Quarter of said Section 7; thence North 89 degrees 45 minutes 15 seconds East (Location Route Survey Bearing, Instrument No. 200600025208, in the Office of the Recorder of Hamilton County, Indiana), along the North line of said half quarter Section 303.29 feet to the northeast corner of Instrument No. 200100086498, in said office; thence continue North 89 degrees 45 minutes 15 seconds East, 74.71 feet to the northwest corner of the Amended Replat of Cool Creek Circle, recorded in Plat Book 4, Page 173, also in said office; thence South 00 degrees 14 minutes 45 seconds East, 25.00 feet to the northwest corner of Lot 19 in said plat; thence South 24 degrees 27 minutes 32 seconds East, along the westerly line of said lot 53.40 feet; thence South 86 degrees 01 minutes 24 seconds West, 96.82 feet to the southeast corner of aforesaid instrument; thence North 00 degrees 14 minutes 45 seconds West, along the east line thereof 33.50 feet to the southwest corner of Instrument No. 9215162, and also in said office; (the following 3 courses along said instrument); 1) thence North 89 degrees 45 minutes 15 seconds East, 20.00 feet; 2) thence North 00 degrees 14 minutes 45 seconds West, 30.00 feet; 3) thence South 89 degrees 45 minutes 15 seconds West, 20.00 feet; thence North 00 degrees 14 minutes 45 seconds West, 16.50 feet to the point of beginning, containing 5,744 square feet, 0.132 acres, more or less, inclusive of existing right of way which contains 0.009 acres, more or less, under pavement, for a net additional taking of 0.123 acres, more or less.

Given under my hand and seal August 13, 2012
Date



Rick L. Alexander
Registered Land Surveyor
No. 20100013
State of Indiana

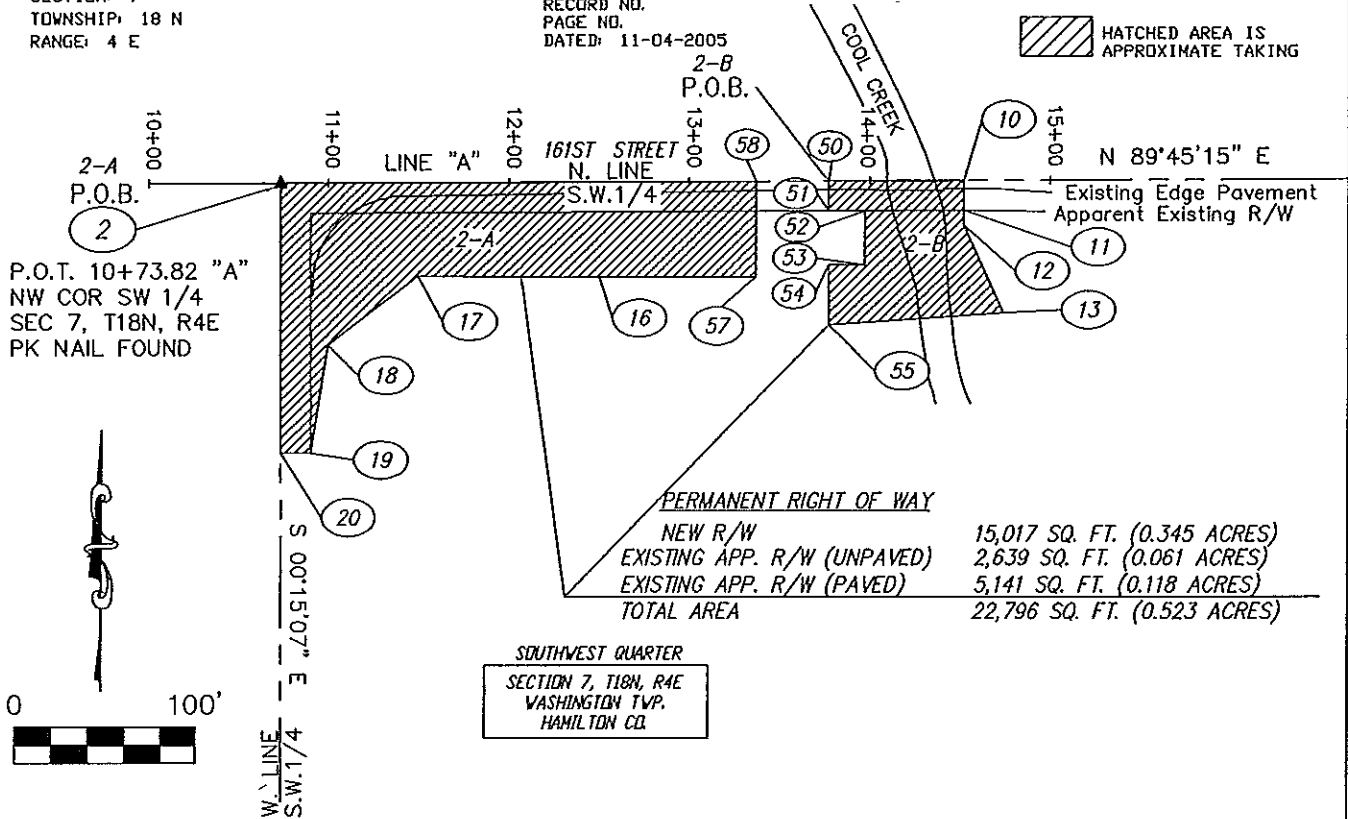
EXHIBIT 'B'

RIGHT OF WAY PARCEL PLAT

PARCEL: 2A&B
CODE:
PROJECT NO.
ROAD: 161 Street over Cool Creek
COUNTY: HAMILTON
SECTION: 7
TOWNSHIP: 18 N
RANGE: 4 E

OWNER: Town of Westfield
INSTRUMENT NO.: 200500072698
RECORD NO.
PAGE NO.
DATED: 11-04-2005

SHEET 1 OF 1
DRAWN: R. L. A.
DATE: 08-10-2012
CHECKED: R. L. A.
DATE: 08-13-2012



NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES

POINT	NORTHING	EASTING	STATION	OFFSET
2	9990.409	10030.733	10+73.82 "A"	0.00'
3	7328.835	10042.540		
5	10001.586	12634.908		
6	9994.704	11030.732	20+73.82 "A"	0.00'
10	9992.031	10408.733	14+51.82 "A"	0.00'
11	9975.531	10408.804	14+51.82 "A"	16.50' RT (APP.R/W)
12	9967.031	10408.841	14+51.82 "A"	25.00' RT
13	9918.425	10430.949	14+73.72 "A"	73.70' RT
16	9938.165	10207.143	12+50.00 "A"	53.00' RT
17	9938.736	10107.139	11+50.00 "A"	52.00' RT
18	9900.522	10057.303	11+00.00 "A"	90.00' RT
19	9840.481	10047.900	10+90.34 "A"	150.00' RT (APP.R/W)
20	9840.410	10031.400	10+73.84 "A"	150.00' RT
50	9991.710	10334.020	13+77.11 "A"	0.00' RT
51	9975.211	10282.142	13+77.11 "A"	16.50' RT
52	9975.296	10354.091	13+97.11 "A"	16.50' RT
53	9945.297	10354.220	13+97.11 "A"	46.50' RT
54	9945.211	10334.220	13+77.11 "A"	46.50' RT
55	9911.711	10334.363	13+77.11 "A"	80.00' RT
57	9938.539	10294.244	13+37.10 "A"	53.00' RT
58	9991.538	10294.009	13+37.09 "A"	0.00' RT

SURVEYORS STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TOGETHER WITH THE LOCATION CONTROL ROUTE SURVEY PLAT RECORDED AS INSTRUMENT NO. 2006-00025208, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865IAC 1-12 (RULE 12)



Rick L. Alexander

OFFICE SURVEYORS REPORT

THE INFORMATION SHOWN IN THE NEW PARCEL INFORMATION CHART IS INTENDED TO SHOW THE LOCATION OF THE NEW R/W DESIGN

THE EXISTING R/W INFORMATION IS PER PHYSICAL EVIDENCE IN THE FIELD

EXHIBIT "A"
Sheet 1 of 2

PERMANENT RIGHT OF WAY
161st Street over Cool Creek
Hamilton County
PARCEL NO. 2-C
Town of Westfield

Part of the West Half Southwest Quarter of Section 7, Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being a parcel of land as described in Instrument No. 200100086498, in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of the West Half of the Northwest Quarter of said Section 7; thence North 89 degrees 45 minutes 15 seconds East (Location Route Survey Bearing, Instrument No. 200600025208, in the Office of the Recorder of Hamilton County, Indiana), along the North line of said half quarter Section, 263.28 feet to the northwest corner of said Instrument No. 200100086498; (the following courses along the perimeter of said instrument); thence North 89 degrees 45 minutes 15 seconds East, 40.00 feet; thence South 00 degrees 14 minutes 45 seconds East, 80.00 feet; thence South 89 degrees 45 minutes 15 seconds West, 40.00 feet; thence North 00 degrees 15 minutes 07 seconds West, 80.00 feet to the point of beginning, containing 3200 square feet, 0.073 acres, more or less, inclusive of existing right of way which contains 0.004 acres, more or less, under pavement, for a net additional taking of 0.069 acres, more or less.

Given under my hand and seal August 13, 2012
Date



Rick L. Alexander
Registered Land Surveyor
No. 20100013
State of Indiana

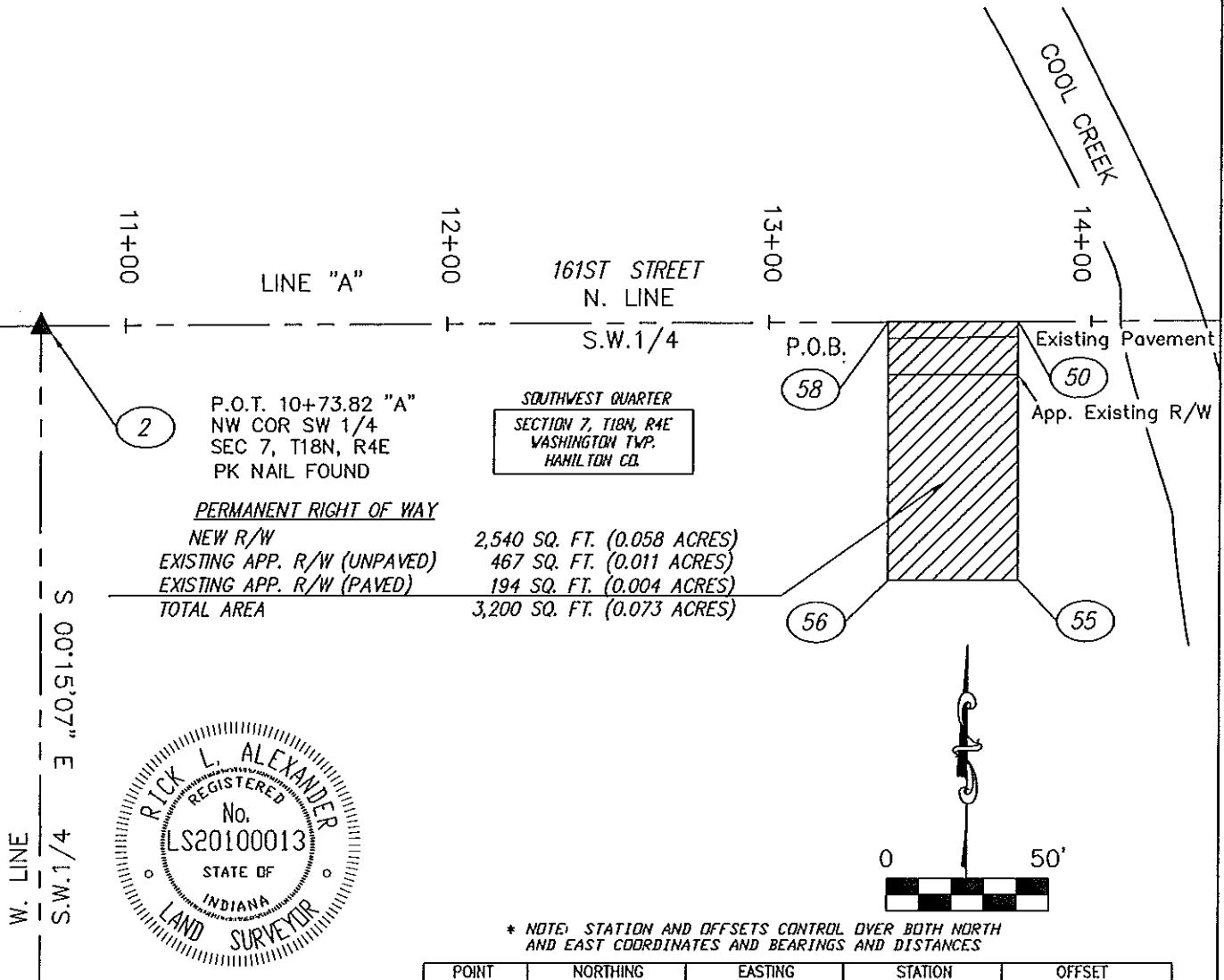
EXHIBIT 'B' RIGHT OF WAY PARCEL PLAT

PARCEL: 2-C
CODE:
PROJECT NO.
ROAD: 161 Street over Cool Creek
COUNTY: HAMILTON
SECTION: 7
TOWNSHIP: 18 N
RANGE: 4 E

OWNER: Town of Westfield
INSTRUMENT NO.: 200100086498
RECORD NO.
PAGE NO.
DATED: 11-04-2005

SHEET 1 OF 1
DRAWN: R. L. A.
DATE: 08-10-2012
CHECKED: R. L. A.
DATE: 08-13-2012

 HATCHED AREA IS APPROXIMATE TAKING



P.O.T. 10+73.82 "A"
NW COR SW 1/4
SEC 7, T18N, R4E
PK NAIL FOUND

PERMANENT RIGHT OF WAY
NEW R/W
EXISTING APP. R/W (UNPAVED)
EXISTING APP. R/W (PAVED)
TOTAL AREA

SOUTHWEST QUARTER
SECTION 7, T18N, R4E
WASHINGTON TWP.
HAMILTON CO.

2,540 SQ. FT. (0.058 ACRES)
467 SQ. FT. (0.011 ACRES)
194 SQ. FT. (0.004 ACRES)
3,200 SQ. FT. (0.073 ACRES)



Rick L. Alexander

OFFICE SURVEYORS REPORT

THE INFORMATION SHOWN IN THE NEW PARCEL INFORMATION CHART IS INTENDED TO SHOW THE LOCATION OF THE NEW R/W DESIGN

THE EXISTING R/W INFORMATION IS PER PHYSICAL EVIDENCE IN THE FIELD

* NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES

POINT	NORTHING	EASTING	STATION	OFFSET
2	9990.409	10030.733	10+73.82 "A"	0.00'
3	7328.835	10042.540		
5	10001.586	12634.908		
6	9994.704	11030.732	20+73.82 "A"	0.00'
50	9991.710	10334.020	13+77.11 "A"	0.00' RT
55	9911.711	10334.363	13+77.11 "A"	80.00' RT
56	9911.539	10294.364	13+37.11 "A"	80.00' RT
58	9991.538	10294.009	13+37.09 "A"	0.00' RT

SURVEYORS STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT TOGETHER WITH THE LOCATION CONTROL ROUTE SURVEY PLAT RECORDED AS INSTRUMENT NO. 2006-00025208, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865IAC 1-12 (RULE 12)

WARRANTY DEED
WITH PARTIAL LIMITATION OF ACCESS

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216 & 216A
Page: 1 of 3

THIS INDENTURE WITNESSETH, That THE CITY OF WESTFIELD, INDIANA (*f/k/a The Town of Westfield, Indiana*), the Grantor, of Hamilton County, State of Indiana, Convey(s) and Warrant(s) to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum of Twenty-two Thousand, Nine Hundred Seventy-five and No/100 Dollars (\$22,975.00) (of which said sum \$21,000.00 represents land and improvements acquired and \$1,975.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the highway facility known as U.S. 31 and as Project 0710215 to and from the Grantor(s) remaining lands along the line or lines specifically described in the said exhibits. This restriction is a covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting lands.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

As an inducement for the State of Indiana to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the 2011 payable 2012 real estate taxes and assessments on the above-described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State of Indiana in the event of any non-payment.

Interests in land acquired by the
Indiana Department of Transportation
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216 & 216A
Page: 2 of 3

The undersigned represents and warrants that he is the Mayor of the Grantor; that pursuant to resolution of the City Council he has full authority to manage the affairs of said City and sign and execute documents on its behalf and that said authority has not been revoked, and that he is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the City, and that on the date of execution of said conveyance instruments he had full authority to so act.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this _____ day of _____, 2012.

THE CITY OF WESTFIELD, INDIANA

BY: _____ (Seal)

Printed Name and Title

STATE OF _____:

COUNTY OF _____:

SS:

Before me, a Notary Public in and for said State and County, personally appeared The City of Westfield, Indiana (f/k/a The Town of Westfield, Indiana), By: _____, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and whom, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2012.

Signature

Printed Name

My Commission expires _____.

I am a resident of _____ County.

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216 & 216A
Page: 3 of 3

This instrument prepared by and I affirm, that under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

, Deputy Attorney General

Attorney No. _____
Office of the Indiana Attorney General
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204-2770

Grantee Tax Mailing Address:
INDOT
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

EXHIBIT "A"

PROJECT: 0710215

CODE: 5307

Sheet 1 of 2

PARCEL NO.: 216-Fee Simple

Form WL-2

Key Number 29-09-12-000-020.001-015

Part of the Southeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning on the south line of said section South 88 degrees 30 minutes 16 seconds West 632.96 feet from the southeast corner of said section; thence continuing South 88 degrees 30 minutes 16 seconds West 91.99 feet along said line to the southwest corner of said grantor's land; thence North 3 degrees 02 minutes 25 seconds West 31.28 feet along the western line of said grantor's land to point "21612" on said plat; thence South 89 degrees 46 minutes 40 seconds East 90.88 feet to the northwestern boundary of the intersection of U.S. 31 and 156th Street, designated as point "21607" on said plat; thence South 23 degrees 06 minutes 16 seconds West 8.37 feet along said boundary to the north boundary of said 156th Street; thence South 16 degrees 10 minutes 13 seconds East 21.64 feet to the point of beginning containing 0.061 acres more or less, inclusive of the presently existing right of way for 156th Street which contains 0.043 acres more or less.



This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 26th day of August, 2011

Fred L. Bengé
Fred L. Bengé

EXHIBIT "A"

PROJECT: 0710215

CODE: 5307

Sheet 2 of 2

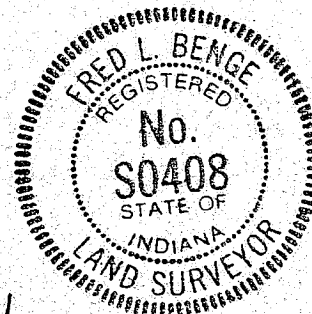
PARCEL NO.: 216A- Fee Simple with Full Limitation of Access

Form WL-2

Key Number 29-09-12-000-020.001-015

Part of the Southeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Commencing at the southeast corner of said section; thence South 88 degrees 30 minutes 16 seconds West 632.96 feet along the south line of said section; thence North 16 degrees 10 minutes 13 seconds West 21.64 feet to the southwestern end of the northwestern boundary of the intersection of 156th Street and U.S. 31; thence North 23 degrees 06 minutes 16 seconds East 86.63 feet along said boundary to the western boundary of said U.S. 31; thence North 15 degrees 11 minutes 01 second West 101.06 feet along said boundary to the point of beginning of this description, designated as point "21614" on said plat: thence North 21 degrees 50 minutes 05 seconds West 151.16 feet to point "21615" on said plat; thence North 13 degrees 41 minutes 14 seconds West 440.92 feet to the northern line of said grantor's land designated as point "21616" on said plat; thence North 87 degrees 34 minutes 55 seconds East 16.34 feet along said line to the western boundary of said U.S. 31; thence South 13 degrees 37 minutes 46 seconds East 366.50 feet along said boundary; thence South 15 degrees 11 minutes 01 second East 220.94 feet along said boundary to the point of beginning, containing 0.191 acres more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0900269), to and from the grantor's abutting lands along the 151.16-foot, and the 440.92-foot courses described above. Also, beginning at the southeastern end of the 101.06-foot course described above; thence South 13 degrees 50 minutes 20 seconds East 102.07 feet and terminating on the south line of said section. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.



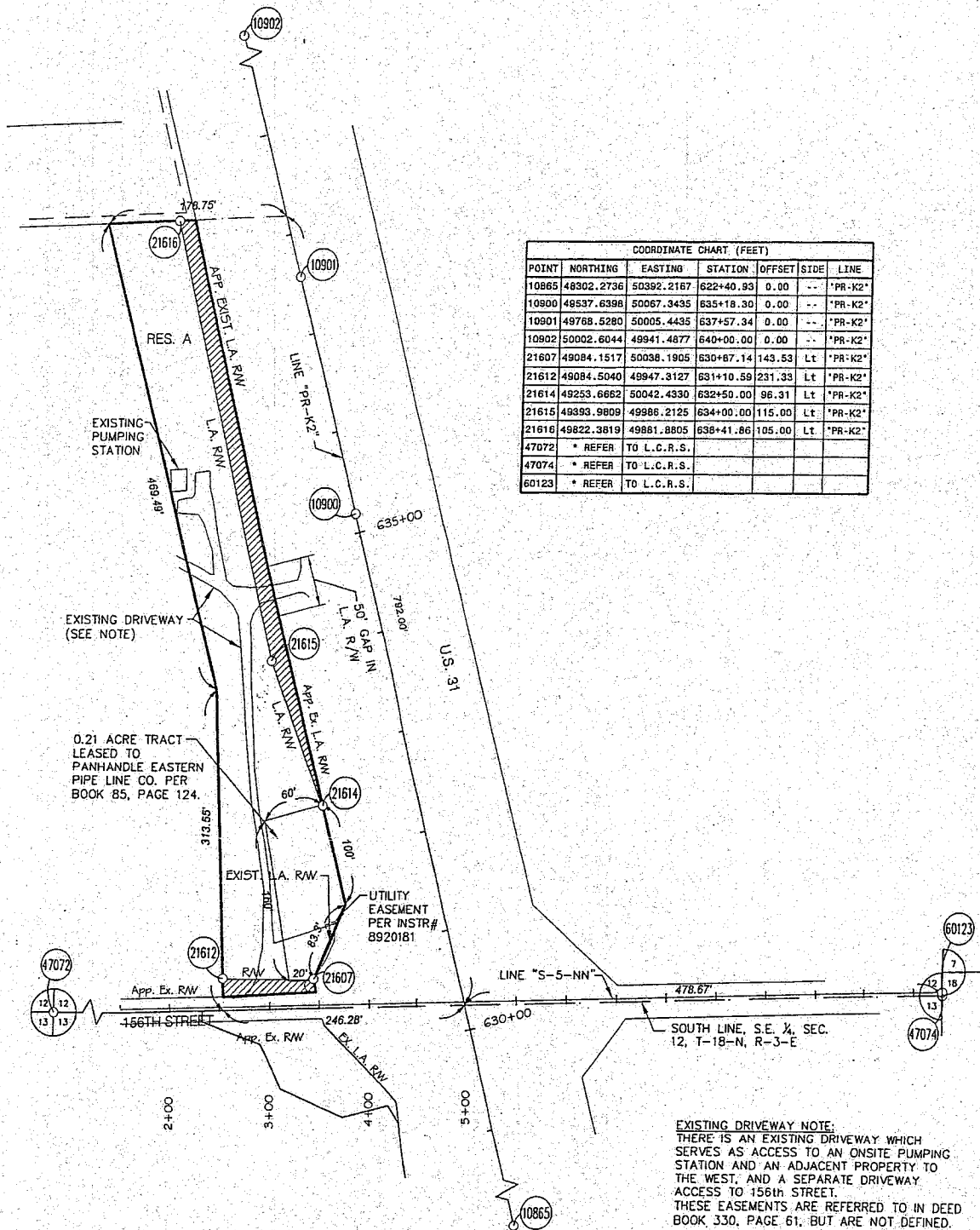
This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 26th day of August, 2011


Fred L. Bengé

EXHIBIT "B" RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

SHEET 1 OF 1
0 50 100
SCALE: 1"=100'



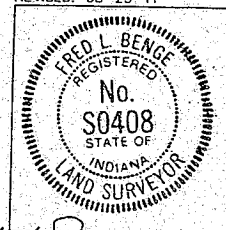
NOTE: STATION AND OFFSETS
CONTROL OVER BOTH NORTH & EAST
COORDINATES AND BEARINGS &
DISTANCES
* SEE LOCATION CONTROL ROUTE
SURVEY FOR ADDITIONAL POINTS

SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "LOCATION" CONTROL ROUTE SURVEY
RECORDED AS INSTRUMENT NO. 2009053314 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA
(INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH
INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").

OWNER: THE TOWN OF WESTFIELD
PARCEL: 216
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 12
TOWNSHIP: 18 NORTH
RANGE: 3 EAST
PROJECT: 0710215
DES. No.: 0900269
CODE: 5307
HATCHED AREA IS THE APPROXIMATE TAKING
DRAWN BY: D. TRUEBLOOD DATE: 08-10-10
CHECKED BY: F. BENGÉ DATE: 10-22-10
WARRANTY DEED INSTR. #200200016830 DATED: 02-28-2002
KEY No. 29-09-12-000-020.001-015 TAKING = 0.209 AC

REVISED: 06-11-12
REVISED: 08-25-11



FRED L. BENGÉ DATE
REG. LAND SURVEYOR No. LS0408

Rev. Form T-3

Rev. 7-1-07

TEMPORARY HIGHWAY EASEMENT GRANT (GENERAL)

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216B
Page: 1 of 4

THIS INDENTURE WITNESSETH, that THE CITY OF WESTFIELD, INDIANA (f/k/a The Town of Westfield, Indiana), the Grantor, of Hamilton County, State of Indiana, Grant to the **STATE OF INDIANA**, the Grantee, for and in consideration of Twelve Thousand, Ten and NO/100 Dollars (\$12,010.00) (of which said sum \$-0- represents land improvements acquired and \$12,010.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of bridge construction which said work is incidental to the construction of the highway facility known as U.S. 31 and as Project 0710215, which said Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. The said extinguishment shall be evidenced by a release document which shall be executed and recorded by the Grantee at no cost to the Grantor(s).

Interests in land acquired by the
Indiana Department of Transportation
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

I.C. 8-23-7-31

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216B
Page: 2 of 4

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the State except:

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the State of Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) is the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned represents and warrants that he is the Mayor of the Grantor; that pursuant to resolution of the City Council he has full authority to manage the affairs of said City and sign and execute documents on its behalf and that said authority has not been revoked, and that he is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the City, and that on the date of execution of said conveyance instruments he had full authority to so act.

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216B
Page: 3 of 4

IN WITNESS WHEREOF, the said Grantor(s) ha _____ executed this instrument this _____ day of _____, 2012.

THE CITY OF WESTFIELD, INDIANA

BY: _____ (Seal)

Printed Name and Title _____

STATE OF _____ :
COUNTY OF _____ : SS:

Before me, a Notary Public in and for said State and County, personally appeared The City of Westfield, Indiana (*f/k/a The Town of Westfield, Indiana*), By: _____, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and whom, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2012.

Signature _____

Printed Name _____

My Commission expires _____

I am a resident of _____ County.

DES: 0900269
Project: 0710215
Code: 5307
Parcel: 216B
Page: 4 of 4

This instrument prepared by and I affirm, that under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

_____, Deputy Attorney General

Attorney No. _____
Office of the Indiana Attorney General
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204-2770

Grantee Tax Mailing Address:
INDOT
100 N. Senate Avenue, Room N642
Indianapolis, IN 46204

EXHIBIT "A"

PROJECT: 0710215

CODE: 5307

Sheet 1 of 1

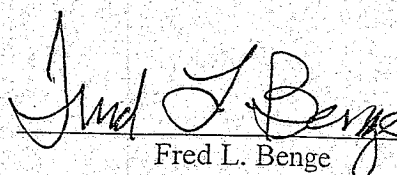
PARCEL NO.: 216B-Temporary Right of Way for bridge Construction

Form T-3

Part of the Southeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows: Commencing at the southeast corner of said section; thence South 88 degrees 30 minutes 16 seconds West 632.96 feet along the south line of said section; thence North 16 degrees 10 minutes 13 seconds West 21.64 feet to the north boundary of 156th Street; thence South 88 degrees 30 minutes 16 seconds West 19.64 feet along said boundary to the point of beginning of this description: thence continuing South 88 degrees 30 minutes 16 seconds West 20.10 feet along said boundary; thence North 10 degrees 40 minutes 33 seconds West 230.95 feet; thence North 13 degrees 52 minutes 28 seconds West 200.01 feet; thence North 75 degrees 15 minutes 44 seconds East 70.84 feet to the western boundary of U.S. 31; thence South 13 degrees 37 minutes 46 seconds East 49.07 feet along said boundary; thence South 15 degrees 11 minutes 01 second East 150.94 feet along said boundary; thence South 75 degrees 15 minutes 58 seconds West 48.14 feet; thence South 2 degrees 03 minutes 13 seconds East 41.00 feet; thence South 10 degrees 41 minutes 25 seconds East 195.46 feet to the point of beginning and containing 0.439 acres more or less.



This description was prepared for the Indiana Department of Transportation, by Fred L. Bengt, Indiana Registered Land Surveyor, License Number LS80040408, on the 26th day of August, 2011


Fred L. Bengt

Project: 0710215 Parcel: 216

If you decide to accept the offer of \$34,985.00 made by the Indiana Department of Transportation, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), The City of Westfield, Indiana, landowner(s) of the above described property or interest in property and access rights, hereby accept the offer of \$34,985.00 made by the Indiana Department of Transportation on this _____ day of _____, 2012.

THE CITY OF WESTFIELD, INDIANA

By: _____

Printed Name and Title

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS:

Subscribed and sworn to before me this _____ day of _____, 20 12.

My commission expires: _____

My county of residence is: _____

(Signature)

(Printed) Notary Public



REAL ESTATE CLAIM-VOUCHER
INDIANA DEPARTMENT OF TRANSPORTATION
State Form 9929 (R2 / 4-12)

Instructions: This agency is requesting disclosure of your Social Security number in accordance with I.C. 4-1-8

Voucher #

RECEIVED DATE

VENDOR INFORMATION				AGENCY INFORMATION			
VENDOR NAME(S) The City Of Westfield, Indiana			AGENCY NAME INDOT		SOCIAL SECURITY NUMBER		
			AGENCY NUMBER 800		FEDERAL I.D. NUMBER		
ADDRESS (NUMBER, STREET) 130 Penn Street			PROJECT NUMBER 0710215		CODE 5307	PARCEL 216	
CITY Westfield	STATE IN	ZIP 46074	PS VENDOR ID		VENDOR LOCATION		DES NUMBER 0900269
AREA BELOW TO BE COMPLETED BY AGENCY							
FUND	DEPARTMENT	LOCALITY	INVOICE DATE		AMOUNT	1099 CODE	
GROSS AMOUNT		\$34,985.00					
INDOT ACCOUNTING LINE DISTRIBUTION							
LN	INVOICE NUMBER	ACCOUNT	PROGRAM	PROFILE	ACTIVITY	PERCENTAGE	AMOUNT
01	20131760						
02							
03							
04							
CLAIMANTS				LEINHOLDERS			
Pursuant to the provisions and penalties of Indiana Code 5-11-10-11 hereby certify that the foregoing account is just and correct, that the amount claimed is legally due after allowing all just credits, and that no part of the same has been paid. I also authorize payment to be made as indicated above.				I hereby sign this claim voucher as leinholder and only certify to the extent of my interest therein and authorize payments to be made as indicated above.			
DATE City of Westfield				LEINHOLDER NAME			
DATE BY				LEINHOLDER NAME			
DATE				Instrument Approved as to Form, preliminary only. Excepting Real Estate Description.			
DATE Printed name, Title				DEPUTY ATTORNEY GENERAL		DATE	
PAYMENT TYPE - MESSAGE				I certify that this claim is correct and valid and is a proper charge against the State Agency and Account indicated.			
Recommended Approval:				INDOT DIVISION OF ACCOUNTING AND CONTROL DATE			
				Approved, Indiana Department of Transportation			
ORIGINATOR		DATE		DIRECTOR:		DATE	

REAL ESTATE

FUNCTION: 35
LOCATION: 571

CODE _____ PARCEL _____



VENDOR INFORMATION

State Form 53788 (R2 / 10-09)
Approved by Auditor of State, 2009
Approved by State Board of Accounts, 2009

Name and telephone number of the person who completed this document must be provided.

Name: _____

Daytime telephone number: _____

Print or Type

Legal Name (Owner of the EIN or SSN as name appears on your tax return. Do not enter the business name of a sole proprietorship on this line.)

THE CITY OF WESTFIELD, INDIANA

Trade Name (Doing Business as Name D/B/A) (Complete only if payment is to be made payable to the DBA name)

Remit Address (number and street, city, state, and ZIP code)

130 PENN STREET, WESTFIELD, IN 46074

Purchase Order Address - Optional (number and street, city, state, and ZIP code)

Enter 9-digit Taxpayer Identification Number (TIN) of the legal name:
(SSN=Social Security Number, EIN=Employer Identification Number)

(Individual's SSN) _____

or

EIN _____

Check legal entity type (A box must be checked in this section. Check only one box.)

- ☐ Individual ☐ Sole Proprietorship ☐ Partnership
☐ Estate / Trust Note: Show above, the name and number of the legal trust, or estate, not personal representatives
☐ Other [Limited Liability Company (LLC) (attach IRS Form 8832 if applicable), Joint Venture, Club, etc.]
☐ Corporation Do you provide legal or medical services? ☐ Yes ☐ No
☐ Government (or Government operated entity)
☐ Organization Exempt from Tax under Section 501(a)

One box must be checked ☒ I am a U.S. Person (including a U.S. resident alien) ☐ I am not a U.S. Person (a W-8 must be filed with the Auditor of State)

☐ Add Deposit ☐ Change Deposit Indiana law (I.C. 4-13-2-14.8) requires that YOU receive PAYMENT(S) by means of electronic transfer of funds.

SECTION 1: AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Account Holder's Name: _____

Account Number: _____

Type of Account: ☐ Checking (Demand) ☐ Savings

☐ Please check this box if your direct deposit will be automatically forwarded to a bank account in another country.

SECTION 2: FINANCIAL INSTITUTION'S APPROVAL (Attach a non-altered voided check or have your financial institution complete this section)

The financial institution identified below agrees to accept automated deposits under the terms set forth herein:

Name of Financial Institution: _____

Telephone: (____) _____

Address: _____

Number and Street, and/or P.O. Box No. _____

City, State, and ZIP Code (00000-0000) _____

ABA Transit-Routing Number _____

Financial Institution's Authorized Signature _____

Title _____

Date _____, 20____

SECTION 3: ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS

(Complete this section only if you are requesting electronic notification. You may provide up to four email addresses.)

I hereby request that all future notices of EFT deposits to the bank account specified above be sent to the following email addresses:

I agree to the provisions contained on the reverse side of this form.

NAME (print or type) _____

TITLE _____

AUTHORIZED SIGNATURE _____

DATE _____

TELEPHONE NUMBER _____

ATTACH A NON-ALTERED VOIDED CHECK HERE

ATTACH A NON-ALTERED VOIDED CHECK HERE

**SALES DISCLOSURE FORM**

State Form 46021 (R11/12-11)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

SDF ID

County Year Unique ID

SDF Date: _____

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).

5301
216**PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR****A. PROPERTY TRANSFERRED - MUST BE CONVEYED ON A SINGLE CONVEYANCE DOCUMENT**

1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
A.) 29-09-12-000-020-001-015	☒ 2. Split ☒ 3. Land ☐ 4. Improvement	15602 U.S. 31 Westfield, IN 46074	100 N. SENATE AVENUE ROOM N642 INDIANAPOLIS, IN 46204

7. Legal Description of Parcel A:

1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
B.)	☒ 2. Split ☒ 3. Land ☐ 4. Improvement		

7. Legal Description of Parcel B:

B. CONDITIONS - IDENTIFY ALL THAT APPLY

If condition 1 applies, filer is subject to disclosure and a disclosure filing fee.

YES NO CONDITION

- ☒ ☐ 1. A transfer of real property interest for valuable consideration.
- ☐ ☒ 2. Buyer is an adjacent property owner.
- ☒ ☐ 3. Vacant land.
- ☐ ☒ 4. Exchange for other real property ("Trade").
- ☐ ☒ 5. Seller paid points. (Provide the value Table C Item 12.)
- ☒ ☐ 6. Change planned in the primary use of the property? (Describe in special circumstances in Table C Item 3.)
- ☐ ☒ 7. Existence of family or business relationship between buyer and seller. (Complete Table C Item 4.)
- ☐ ☒ 8. Land contract. Contract term (yr): _____ and contract date (MM/DD/YYYY): _____
- ☐ ☒ 9. Personal property included in transfer. (Provide the value Table C Item 5.)
- ☐ ☒ 10. Physical changes to property between March 1 and date of sale. (Describe in special circumstances in Table C Item 3.)
- ☐ ☒ 11. Partial interest. (Describe in special circumstances in Table C Item 3.)
- ☐ ☒ 12. Easements or right-of-way grants.

If conditions 13-15 apply, filers are subject to disclosure, but no disclosure filing fee.

YES NO CONDITION

- ☒ ☐ 13. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, or probate.
- ☐ ☒ 14. Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- ☒ ☐ 15. Transfer to a charity, not-for-profit organization, or government.

C. SALES DATA - DISCLOSE VALUE OF ITEMS LISTED IN TABLE B, ITEMS 1-15

1. Conveyance date (MM/DD/YYYY): ____/____/____

2. Total number of parcels: _____

3. Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

B6: Right-of-Way Acquisition for Highway
Purposes.

DAMAGES:

YES NO CONDITION

☐ ☒ 4. Family or business relationship existing between buyer and seller?

Amount of discount: \$ _____

Disclose actual value in money, property, a service, an agreement, or other consideration.

5. Estimated value of personal property: \$ 0.00

6. Sales price: \$

YES NO CONDITION

☐ ☒ 7. Is the seller financing sale? If yes, answer questions (8-13).☐ ☒ 8. Is buyer/borrower personally liable for loan?☐ ☒ 9. Is this a mortgage loan?

10. Amount of loan: \$ NA

11. Interest rate: NA %

12. Amount in points: \$ NA

13. Amortization period: NA

D. PREPARER

Larry Ballantyne
Preparer of the Sales Disclosure Form
6919 E. 10th STREET, SUITE E-2
Address (Number and Street)
INDIANAPOLIS, IN 46219
City, State, and ZIP Code

LAND AGENT

Title
AROWS, INC.
Company
(317) 232-5050 rhazzard@indot.in.gov
Telephone Number E-mail

E. SELLER(S)/GRANTOR(S)

The City of Westfield, Indiana
Seller 1 - Name as appears on conveyance document
130 Penn St.
Address (Number and Street)
Westfield, IN 46074
City, State, and ZIP Code
X (317)
Telephone Number E-mail

Seller 2 - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

X
Signature of Seller

X
Printed Name of Seller

Sign Date (MM/DD/YYYY)

Signature of Seller

Printed Name of Seller

Sign Date (MM/DD/YYYY)

F. BUYER(S)/GRANTEE(S) - APPLICATION FOR PROPERTY TAX DEDUCTIONS - IDENTIFY ALL ITEMS THAT APPLY

STATE OF INDIANA (INDOT)
Buyer 1 - Name as appears on conveyance document
100 N. SENATE, ROOM N642
Address (Number and Street)
INDIANAPOLIS, IN 46204
City, State, and ZIP Code
(317) 232-5050 rhazzard@indot.in.gov
Telephone Number E-mail

Buyer 2 - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY.

YES NO CONDITION

☐ ☒ 1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county:
100 N. Senate Avenue, Room N642
Address (Number and Street)
Indianapolis, IN 46204 Marion
City, State ZIP Code County

☐ ☒ 2. Does the buyer have a homestead in Indiana to be vacated for this residence? If yes, provide complete address of residence being vacated, including county:

Address (Number and Street)

City, State ZIP Code

County

YES NO CONDITION

☐ ☒ 3. Homestead
☐ ☒ 4. Solar Energy Heating/Cooling System
☐ ☒ 5. Wind Power Device
☐ ☒ 6. Hydroelectric Power Device
☐ ☒ 7. Geothermal Energy Heating/Cooling Device
☐ ☒ 8. Is this property a residential rental property?
☐ ☒ 9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see instructions for more information. Not available in all counties.)

Primary property owner contact name

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse information, Social Security and Driver's License/Other numbers are not necessary if no Homestead Deduction is being filed.)

Signature of Buyer 1

Printed Legal Name of Buyer 1

Sign Date (MM/DD/YYYY)

Last 5 digits of Buyer 1 Driver's State Last 5 Digits of Social Security Number
License/ID/Other Number

Signature of Buyer 2/Spouse

Printed Legal Name of Buyer 2/Spouse

Sign Date (MM/DD/YYYY)

Last 5 digits of Buyer 2/Spouse Driver's State Last 5 Digits of Social Security
Number License/ID/Other Number

PART 2 - COUNTY ASSESSOR

The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending to the auditor:

1. Property	2. AV Land	3. AV Improvement	4. Value of Personal Property	5. AV Total	6. Property Class Code	7. Neighborhood Code	8. Tax District	9. Acreage
A.)								
B.)								

Assessor Stamp	10. Identify physical changes to property between March 1 and date of sale. _____ _____ _____ _____ _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td>☐</td> <td>☐</td> <td>11. Is form completed?</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>12. State sales fee required?</td> </tr> <tr> <td colspan="3">13. Date of sale (MM/DD/YYYY): _____</td> </tr> <tr> <td colspan="3">14. Date form received (MM/DD/YYYY): _____</td> </tr> </tbody> </table>	YES	NO	CONDITION	☐	☐	11. Is form completed?	☐	☐	12. State sales fee required?	13. Date of sale (MM/DD/YYYY): _____			14. Date form received (MM/DD/YYYY): _____		
	YES	NO	CONDITION														
	☐	☐	11. Is form completed?														
	☐	☐	12. State sales fee required?														
	13. Date of sale (MM/DD/YYYY): _____																
14. Date form received (MM/DD/YYYY): _____																	

Items 15 through 18 are to be completed by the assessor when validating this sale:

15. If applicable, identify any additional special circumstances relating to validation of sale. _____ _____ _____ _____ _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td>☐</td> <td>☐</td> <td>16. Sale valid for trending?</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>17. Validation of sale complete?</td> </tr> <tr> <td colspan="3">18. Validated by: _____</td> </tr> </tbody> </table>	YES	NO	CONDITION	☐	☐	16. Sale valid for trending?	☐	☐	17. Validation of sale complete?	18. Validated by: _____		
YES	NO	CONDITION											
☐	☐	16. Sale valid for trending?											
☐	☐	17. Validation of sale complete?											
18. Validated by: _____													

PART 3 - COUNTY AUDITOR

Auditor Stamp	1. Disclosure fee amount collected: \$ _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td>☐</td> <td>☐</td> <td>6. Is form completed?</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>7. Is state fee collected?</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>8. Attachments complete?</td> </tr> </tbody> </table>	YES	NO	CONDITION	☐	☐	6. Is form completed?	☐	☐	7. Is state fee collected?	☐	☐	8. Attachments complete?
	YES		NO	CONDITION										
	☐		☐	6. Is form completed?										
	☐		☐	7. Is state fee collected?										
	☐		☐	8. Attachments complete?										
2. Other Local Fee: \$ _____														
3. Total Fee Collected: \$ _____														
4. Auditor receipt book number: _____														
5. Date of transfer (MM/DD/YYYY): _____														

PART 4 - RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

SDF ID _____	SDF Date (MM/DD/YYYY) _____	Buyer 1 - Name as appears on conveyance document _____
Parcel Number _____		Address of Property (Number and Street) _____
Check all that apply:		City, State, and ZIP Code of Property _____
☐ Homestead ☐ Solar Energy ☐ Wind Power ☐ Hydroelectric ☐ Geothermal ☐ Rental Property ☐ Electronic Statement (e-mail)		Auditor Signature _____ Date (MM/DD/YYYY) _____

A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form commits a Class C felony.

EXHIBIT "A"

PROJECT: 0710215

CODE: 5307

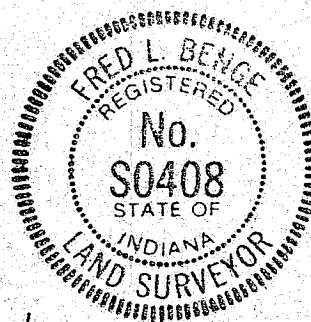
Sheet 1 of 2

PARCEL NO.: 216-Fee Simple

Form WL-2

Key Number 29-09-12-000-020.001-015

Part of the Southeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning on the south line of said section South 88 degrees 30 minutes 16 seconds West 632.96 feet from the southeast corner of said section; thence continuing South 88 degrees 30 minutes 16 seconds West 91.99 feet along said line to the southwest corner of said grantor's land; thence North 3 degrees 02 minutes 25 seconds West 31.28 feet along the western line of said grantor's land to point "21612" on said plat; thence South 89 degrees 46 minutes 40 seconds East 90.88 feet to the northwestern boundary of the intersection of U.S. 31 and 156th Street, designated as point "21607" on said plat; thence South 23 degrees 06 minutes 16 seconds West 8.37 feet along said boundary to the north boundary of said 156th Street; thence South 16 degrees 10 minutes 13 seconds East 21.64 feet to the point of beginning containing 0.061 acres more or less, inclusive of the presently existing right of way for 156th Street which contains 0.043 acres more or less.



Fred L. Bengel
Fred L. Bengel

This description was prepared for the Indiana Department of Transportation, by Fred L. Bengel, Indiana Registered Land Surveyor, License Number LS80040408, on the 21st day of August, 2011

EXHIBIT "A"

PROJECT: 0710215

CODE: 5307

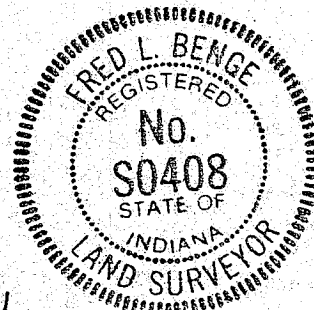
Sheet 2 of 2

PARCEL NO.: 216A- Fee Simple with Full Limitation of Access

Form WL-2

Key Number 29-09-12-000-020.001-015

Part of the Southeast Quarter of Section 12, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Commencing at the southeast corner of said section; thence South 88 degrees 30 minutes 16 seconds West 632.96 feet along the south line of said section; thence North 16 degrees 10 minutes 13 seconds West 21.64 feet to the southwestern end of the northwestern boundary of the intersection of 156th Street and U.S. 31; thence North 23 degrees 06 minutes 16 seconds East 86.63 feet along said boundary to the western boundary of said U.S. 31; thence North 15 degrees 11 minutes 01 second West 101.06 feet along said boundary to the point of beginning of this description, designated as point "21614" on said plat; thence North 21 degrees 50 minutes 05 seconds West 151.16 feet to point "21615" on said plat; thence North 13 degrees 41 minutes 14 seconds West 440.92 feet to the northern line of said grantor's land designated as point "21616" on said plat; thence North 87 degrees 34 minutes 55 seconds East 16.34 feet along said line to the western boundary of said U.S. 31; thence South 13 degrees 37 minutes 46 seconds East 366.50 feet along said boundary; thence South 15 degrees 11 minutes 01 second East 220.94 feet along said boundary to the point of beginning, containing 0.191 acres more or less. TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0900269), to and from the grantor's abutting lands along the 151.16-foot, and the 440.92-foot courses described above. Also, beginning at the southeastern end of the 101.06-foot course described above; thence South 13 degrees 50 minutes 20 seconds East 102.07 feet and terminating on the south line of said section. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.



Fred L. Bengé
Fred L. Bengé

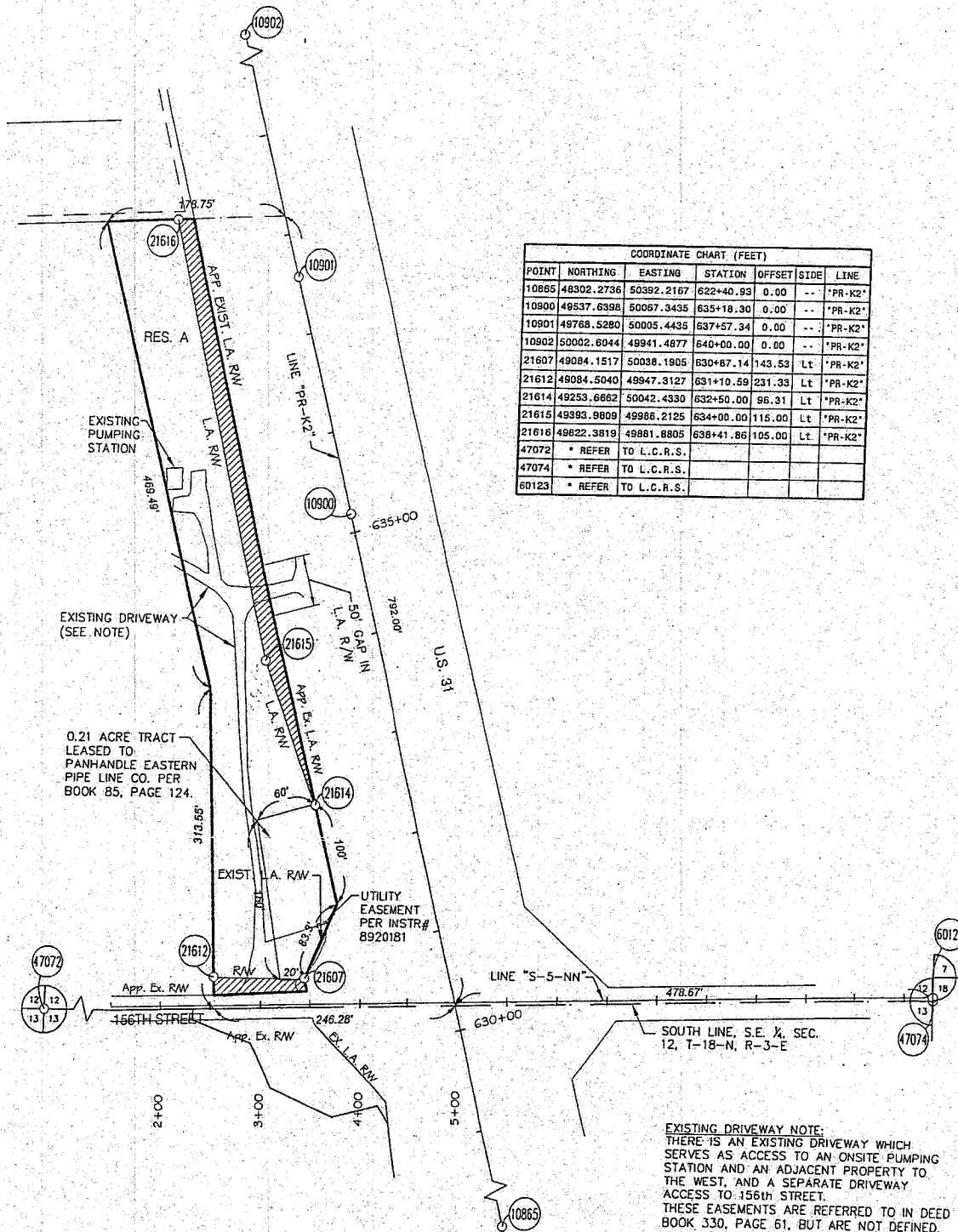
This description was prepared for the Indiana Department of Transportation, by Fred L. Bengé, Indiana Registered Land Surveyor, License Number LS80040408, on the 26th day of August, 2011

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

SHEET 1 OF 1
0 50 100
SCALE: 1"=100'



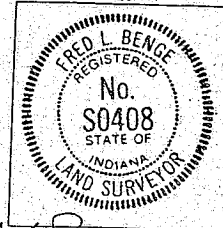
EXISTING DRIVEWAY NOTE:
THERE IS AN EXISTING DRIVEWAY WHICH
SERVES AS ACCESS TO AN ONSITE PUMPING
STATION AND AN ADJACENT PROPERTY TO
THE WEST, AND A SEPARATE DRIVEWAY
ACCESS TO 156TH STREET.
THESE EASEMENTS ARE REFERRED TO IN DEED
BOOK 330, PAGE 61, BUT ARE NOT DEFINED.

NOTE: STATION AND OFFSETS
CONTROL OVER BOTH NORTH & EAST
COORDINATES AND BEARINGS &
DISTANCES
* SEE LOCATION CONTROL ROUTE
SURVEY FOR ADDITIONAL POINTS

SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY"
RECORDED AS INSTRUMENT NO. 2009053314 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA,
(INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH
INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").

OWNER: THE TOWN OF WESTFIELD
PARCEL: 216
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 12
TOWNSHIP: 18 NORTH
RANGE: 3 EAST
PROJECT: 0710215
DES. No.: 0900269
CODE: 5307
WARRANTY DEED INSTR. #200200016830 DATED: 02-28-2002
DRAWN BY: D. TRUEBLOOD DATE: 08-10-10
CHECKED BY: F. BERGE DATE: 10-22-10
KEY No. 29-09-12-000-020.001-015 TAKING = 0.209 AC

REVISED: 06-11-12
REVISED: 08-25-11



FRED L. BERGE DATE
REG. LAND SURVEYOR No. LS0408



Stratford ACN



Stratford ACN



Cambridge FCN



Cambridge FCN



Cambridge ITN



Cambridge ITN



Bradbury SHN



Bradbury SHN



Lancaster ERN



Lancaster ERN



Lancaster ITN



Lancaster ITN

WHOLE SITE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING	
REQUIRED PER DWELLING UNIT	TOTAL REQUIRED
SHADE TREE:	4 160
FLOWERING OR EVERGREEN TREE:	2 60
SHRUBS:	4 160
LOT LANDSCAPING PER PUD (COUNTS TOWARD WHOLE SITE TOTAL)	
REQUIRED LANDSCAPING PER LOT	TOTAL REQUIRED
SHADE TREE PER LOT:	2 80
FLOWERING TREE PER LOT:	1 40
CONIFER TREE PER LOT:	1 40
3-4" TALL SHRUB PER LOT:	8 360
18-24" TALL SHRUB PER LOT:	12 480
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING	
1 SHADE TREE/30 LINEAR FEET (COUNTS TOWARD WHOLE SITE TOTAL)	
TOTAL REQUIRED ALONG CAREY RD:	28
TOTAL REQUIRED ALONG 169TH ST:	26
TOTAL:	56
ROAD FRONTAGE LANDSCAPING REQUIREMENT PER WESTFIELD ZONING	
1 EVERGREEN TRE/5 EVERGREEN SHRUBS/30 LINEAR FEET (DOES NOT COUNT TOWARD WHOLE SITE TOTAL)	
TOTAL TREES ALONG SOUTH BORDER:	38
TOTAL SHRUBS ALONG SOUTH BORDER:	190

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

TOTAL PROVIDED PLANTS	
SHADE TREE:	210
FLOWERING TREE:	40
EVERGREEN TREE:	138
TOTAL TREES:	388
EVERGREEN SHRUBS:	231
5-4" TALL SHRUBS:	380
18-24" TALL SHRUBS:	490
TOTAL SHRUBS:	1091

ZONE:
PUD

ZONE:
SF-2

Date: 01-29-2013



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

NTS

ZONE:
AG-SF1

LOCATION: # 10121 W 20253 Engineering/Design Exhibits/Preliminary Landscape Exhibit Gdg
DATE/TIME: January 30, 2013 - 3:15pm
ILLUSTRATED BY: petersung