

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_01_26_2015

Monday, January 26, 2015 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, January 26, 2015 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

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 12, 2015

Documents: [Minutes- 1/12/15](#)

Guests:

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

Council Response to Guest Comments

Claims:

Approval of Claims

Documents: [Claims](#)

Miscellaneous Business/Special Recognition:

Miscellaneous Business: Economic & Community Development Department Update

Documents: [ECD Dept Report- 2014 Year in Review](#)

Old Business:

Ordinance 14-55: Harmony PUD District Amendment – Single-Family Residential District Architectural and Open Space Standards

Council Introduction- December 8, 2014

APC Public Hearing- January 5, 2015

APC Recommendation- January 20, 2015

Adoption Consideration- January 26, 2015

Documents: [Ord. 14-55](#) | [Reference Only: Open Space Exhibit](#) | [Reference Only: Concept Plan](#) | [Reference Only: Department Report](#)

Ordinance 15-01: Metro Fibernet Bond Ordinance

Council Introduction- January 12, 2015

Adoption Consideration- January 26, 2015

Documents: [Ord. 15-01](#) | [Reference Only: Executed RDC Declaratory Resolution 6-2014](#) | [Reference Only: Executed Plan Commission Order](#) | [Reference Only: Executed EDC Resolution](#) | [Reference Only: Executed EDC Report](#) | [Reference Only: Trust Indenture](#) | [Reference Only: Financing Agreement](#)

New Business:

Resolution 15-102: Establishment of Economic Revitalization Area for 1122 E. 169th Street

Adoption Consideration: January 26, 2015

Documents: [Res. 15-102](#) | [Reference Only: Location Map](#)

Resolution 15-105: School Funding

Adoption Consideration- January 26, 2015

Documents: [Res. 15-105](#) | [Reference Only: Res. 14-102](#)

Resolution 15-106: Utility Charge-offs

Adoption Consideration- January 26, 2015

Documents: [Res. 15-106](#)

Resolution 15-107: Authorization of Public Hearing Considering Approval of Grand Park Indoor Athletic Facilities Lease

Adoption Consideration- January 26, 2015

Documents: [Res. 15-107](#)

Ordinance 15-02: Approval of Grand Park Indoor Athletic Facilities Lease
Council Introduction- January 26, 2015
Public Hearing- February 9, 2015
Adoption Consideration- February 9, 2015
Documents: [Ord. 15-02](#)

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

Westfield City Council January 12, 2015

The Westfield City Council met Monday January 12, 2015 at the Westfield City Hall. Members present were Bob Smith, Jim Ake, Chuck Lehman, Steve Hoover, Bob Horkay, Cindy Spoljaric and Rob Stokes. Also present were Clerk-Treasurer Cindy Gossard, Mayor Andy Cook and representing Legal Counsel Brian Zaiger.

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

Approval of Minutes:

Cindy Spoljaric made a motion to approve December 8, 2014 Special Meeting minutes as presented. Steve Hoover seconded. Vote: Yes-7; No-0. Motion carries.

Guest:

None

Claims:

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

Miscellaneous Business/Special Presentations

Miscellaneous Business: Nomination of President of 2015 City Council

Bob Smith made a motion to nominate Chuck Lehman as 2015 President of Westfield City Council. Steve Hoover seconded.

Bob Smith made a motion to close the nominations for President. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business: Appointment of Vice-President of 2015 City Council

Jim Ake accepted President Lehman's appointment to serve as Vice President of the Westfield City Council for 2015.

Miscellaneous Business: Chamber of Commerce Update

Chamber President Eric Lohe introduced Tom Dooley as the new 2015 Chamber President. Tom Dooley gave a brief update.

Miscellaneous Business: DWA Quarterly Update

Ken Kingshill gave a brief DWNA update.

Old Business:

Resolution 14-136: Sublease Agreements for Indoor Facility-Indiana Sports Properties & Byrd Enterprises

Council Introduction – December 8, 2014

Adoption Consideration – January 12, 2015

Todd Burtron presented this item explaining the agreements and how they will be funded.

Jim Ake made a motion to approve Resolution 14-136 as presented. Bob Smith seconded.
Vote: Yes-7; No-0. Motion carries.

Ordinance 14-50: Mapleridge PUD

Council Introduction – November 10, 2014

APC Public Hearing – December 1, 2014

APC Recommendation – December 15, 2014

Adoption Consideration – January 12, 2015

Jesse Pohlman presented this item stating the Developer (Langston Residential Development) is requesting a change of zoning.

Steve Hoover made a motion to approve Ordinance 14-50 as presented. Bob Horkay seconded.
Vote: Yes-7; No-0. Motion carries.

Ordinance 14-51: Sheffield Park PUD

Council Introduction – November 10, 2014

APC Hearing Public Hearing – December 1, 2014

APC Recommendation – December 15, 2014

Adoption Consideration – January 12, 2015

Jesse Pohlman presented this item stating the request to change zoning requirements, going over the 3 primary changes.

Bob Horkay made a motion to approve Ordinance 14-51 as presented. Rob Stokes seconded.
Vote: Yes-7; No-0. Motion carries.

Ordinance 14-34: Springmill Trails PUD text Amendment-Water's Edge Setback

Council Introduction – August 11, 2014

First Public Hearing – August 18, 2014

Second Public Hearing – December 15, 2014

Adoption Consideration – January 12, 2015

Jesse Pohlman presented this item stating the petitioner, MI Homes is requesting an amendment to the PUD. The request reduces the side and front yard setbacks.

Jim Ake made a motion to approve Ordinance 14-34 as presented. Bob Smith seconded. Vote: Yes-7; No-0. Motion carries.

New Business:

Resolution 15-100: Public Safety Training Facility

Adoption Consideration – January 12, 2015

Brian Zaiger presented this item stating it is an Interlocal Agreement between the City of Carmel, City of Fishers, City of Noblesville and the City of Westfield pertaining to the Hamilton County Public Training Facility. Each municipality would agree to fund the annual operating budget of the project up to an initial \$40,000 per year.

Jim Ake made a motion to approve Resolution 15-100 as presented. Bob Horkay seconded. Vote: Yes-7; No-0. Motion carries.

Resolution 15-101: Metro Fibernet Economic Development Area

Adoption Consideration – January 12, 2015

Jim Crawford presented this item explaining the Declaratory Resolution, the Plan for the Economic Development Area and the Plan Commission Order.

Steve Hoover made a motion to approve Resolution 15-101 as presented. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Ordinance 15-01: Metro Fibernet Bond Ordinance

Introduction- January 12, 2015

Adoption Consideration – January 26, 2015

Jim Crawford presented this item stating the need for the City to issue a Taxable Economic Development Revenue Bond. (Metro FiberNet Project)

Steve Biggerstaff with Metro Net was on hand to answer any questions concerning the Project.

CITY COUNCIL COMMENTS:

Chuck Lehman thanked Jim Ake for all his hard work to the Community.

Jim Ake thanked the Mayor for his leadership within the Community. Jim said he was grateful for the time he got to serve as Council President.

Steve Hoover gave a brief APC update

MAYOR COMMENTS

- Thanked Jim Ake for his time and hard work during years he served as President
- Commented on good job with snow removal
- Update on City's road construction and improvements
- Recognition of Westfield being ranked #2 out of 192 cities for Family Friendliness

Steve Hoover made a motion to adjourn. Bob Horkay seconded. Vote: Yes-7; No-0.
With no further business the meeting was adjourned at 8:09 p.m.

Clerk-Treasurer

President

ORDINANCE NO. 15-01

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING THE ISSUANCE OF THE CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2015 (METRO FIBERNET PROJECT), AND THE USE OF THE PROCEEDS THEREOF TO SUPPORT METRO FIBERNET PROJECTS, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Westfield, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions; and

WHEREAS, the City desires to undertake an economic development project that will assist Metro FiberNet, LLC in constructing facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services for the City (the “Projects”); and

WHEREAS, the Company will complete the Projects in an area that is in the Gigabit Broadband Economic Development Area; and

WHEREAS, the Company has advised the City of Westfield Economic Development Commission (the “Commission”) and the City that it proposes that the City issue its Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Series 2015 Bonds”) under the Act and provide the proceeds of such Series 2015 Bonds to the Company for the purpose of financing the Projects as described in the Financing Agreement between the City and the Company dated as of February 1, 2015 (the “Financing Agreement”); and

WHEREAS, the completion of the Projects results in the diversification of industry and the retention and creation of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Series 2015 Bonds to finance the Projects; and

WHEREAS, on the date specified in the notice of the Public Hearing, the Commission held the Public Hearing on the Projects; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) the Financing Agreement; (2) a Trust Indenture between the City and a trustee to be selected by the Clerk-Treasurer (the “Trustee”) (the “Indenture”); (3) the form of Series 2015 Bonds as set forth in the Indenture; and (4) this Bond Ordinance (the

Financing Agreement, the Indenture, the Series 2015 Bonds, and this Bond Ordinance, collectively, the “Financing Agreements”).

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

1. Findings; Public Benefits. The Common Council hereby finds and determines that the Projects involve the acquisition, construction and equipping of an “economic development facility” as that phrase is used in the Act; that the Projects will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Projects; and, therefore, that the financing of the Projects by the issue of the Series 2015 Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

2. Approval of Financing. The proposed financing of the Projects by the issuance of the Series 2015 Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

3. Authorization of the Bonds. The issuance of the Series 2015 Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

4. Terms of the Bonds. (a) The Series 2015 Bonds, in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City; (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five (25) years after the closing on the Series 2015 Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the “Purchaser”) (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Series 2015 Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk-Treasurer of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

5. Sale of the Bonds. The Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Series 2015 Bonds to the Purchaser at such prices as are determined on the date of sale and approved by the Mayor and the Clerk-Treasurer of the City.

6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture, and the Series 2015 Bonds, submitted to the Common Council, which are hereby approved in all respects.

7. Changes in Financing Agreements. The Mayor and the Clerk-Treasurer of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by the Act, such approval to be conclusively evidenced by their execution thereof.

8. General. The Mayor and the Clerk-Treasurer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Projects, the issuance and sale of the Series 2015 Bonds, and the securing of the Series 2015 Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

9. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Series 2015 Bonds, and after issuance of the Series 2015 Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Series 2015 Bonds as long as the Series 2015 Bonds or interest thereon remains unpaid.

10. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

11. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

ADOPTED AND PASSED THIS 26TH DAY OF JANUARY, 2015, 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
_____ Steve Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Bob Smith	_____ Bob Smith	_____ Bob Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert Stokes	_____ Robert Stokes	_____ Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 15-01 was delivered to the Mayor of Westfield on the _____ day of _____, 2015, at ____:____.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 15-01

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 15-01

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

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

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

**WESTFIELD REDEVELOPMENT COMMISSION
DECLARATORY RESOLUTION NO. 6-2014**

**RESOLUTION OF THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
DECLARING AN AREA IN THE CITY OF WESTFIELD AS
AN ECONOMIC DEVELOPMENT AREA AND
APPROVING AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREA**

WHEREAS, the City of Westfield, Indiana (the “City”), desires to undertake an economic development project that will assist the City in a project by Metro FiberNet, LLC, or its subsidiaries, affiliates, successors or assigns, to construct facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services for the City (collectively, the “Metro FiberNet Project”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield Department of Redevelopment (the “Department”), pursuant to Indiana Code 36-7-14, as amended (the “Act”), has thoroughly studied an area of the City, which area consists of the possible locations throughout the City of all depreciable personal property consisting of the actual space where new fiber optic cable will be laid due to the Metro FiberNet Project in the City, with such areas designated as the “Gigabit Broadband Allocation Area,” which area is also an economic development area (the “Economic Development Area”); and

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission a development plan (the “Plan”) for the Economic Development Area and entitled “Gigabit Broadband Economic Development Plan—Economic Development Area” which Plan is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, to the extent relevant to the Metro FiberNet Project, the Commission has caused to be prepared maps and plats showing the boundaries of the Economic Development Area, the location of various parcels of property, streets, alleys, and other features affecting the replatting, replanning, rezoning, or redevelopment of the Economic Development Area, and the parts of the Economic Development Area that are to be devoted to public ways, sewerage and other public purposes under the Plan; and

WHEREAS, the Commission has caused to be prepared estimates of the costs of the development projects as set forth in the Plan; and

WHEREAS, the Plan and supporting data were reviewed and considered at this meeting; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section; and

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of “economic development areas” and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, the Commission deems it advisable to apply the provisions of said Sections 39, 41, and 43 of the Act to the Plan and financing of the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Redevelopment Commission, governing body of the City of Westfield Department of Redevelopment, as follows:

1. The Plan for the Economic Development Area promotes significant opportunities for the gainful employment of its citizens and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the “State”), and serving to protect and increase property values in the City and the State.

2. The Plan for the Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, including without limitation the cost of the projects contemplated by the Plan.

3. The public health and welfare will be benefited by accomplishment of the Plan for the Economic Development Area.

4. The accomplishment of the Plan for the Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Plan for the Economic Development Area conforms to other development and redevelopment plans for the City.

6. The Commission pursuant to the requirements of Section 39(b) of the Act, after examining the Plan including the Findings of Fact contained therein attached hereto as Exhibit A, and taking testimony, further finds that the adoption of the allocation provisions of the Act will result in new property taxes in the Allocation Area (as hereinafter defined) that would not have been generated but for the adoption of the allocation provisions.

7. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.

8. The Plan does not recommend any specific property acquisition and the Department does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Economic Development Area. At the time the Department proposes to acquire specific parcels of land, the required procedures for amending the Plan under

the Act will be followed, including notice by publication and to affected property owners and a public hearing.

9. The Commission finds that no residents of the Economic Development Area will be displaced by any project resulting from the Plan, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

10. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting. The Economic Development Area is hereby designated as an "economic development area" under Section 41 of the Act.

11. The entire Economic Development Area is hereby designated as an "allocation area" pursuant to Section 39 of the Act for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any real property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for said allocation area that may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before July 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

12. The foregoing allocation provision shall apply to all of the Economic Development Area and shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues. The base assessment date for the allocation area shall be March 1, 2014.

13. Said allocation area is hereby designated as the "Gigabit Broadband Allocation Area," and said allocation fund is hereby designated as the "Gigabit Broadband Allocation Fund."

14. Pursuant to Section 39.3 of the Act, the Commission designates as a "designated taxpayer" Metro FiberNet, LLC and its successors or assigns or any affiliate of Metro FiberNet, LLC and its successors or assigns (the "Designated Taxpayer").

15. The Commission hereby modifies the definition of property taxes in IC 36-7-14-39(a) for the purposes of including taxes imposed under IC 6-1.1 on the depreciable personal property of the designated taxpayer described above and all other depreciable property located

and taxable on the designated taxpayer's site of operations in the Allocation Area. This allocation provision shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues.

16. The Commission finds that:

(a) The taxes to be derived from the Designated Taxpayer's depreciable personal property in the allocation area and all other depreciable property located and taxable on the designated taxpayer's site of operations within the allocation area in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service on bonds issued under IC 36-7-14-25.1, or to make payments or to provide security on leases payable under IC 36-7-14-25.2, in order to provide local public improvements for the particular allocation area;

(b) The taxpayer's property in the allocation area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution, or transportation related projects; and

(c) The taxpayer's property in the allocation area does not consist primarily of retail, commercial or residential projects.

17. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance and the Hamilton County Auditor in connection with the creation of the allocation area.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

19. This Resolution, together with any supporting data and together with the Plan, shall be submitted to the Westfield-Washington Advisory Plan Commission (the "Plan Commission") and the Common Council of the City of Westfield (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

[Remainder of page intentionally left blank.]

ADOPTED AND PASSED THIS 15th DAY OF DECEMBER, 2014,
BY A VOTE OF 4 IN FAVOR AND 0 OPPOSED, BY THE
WESTFIELD REDEVELOPMENT COMMISSION, HAMILTON COUNTY, INDIANA.

By: Joseph Plankis
Joseph Plankis, President

By: Joseph E. Ingalls
Joseph E. Ingalls, Vice President

By: _____
Scott Robison, Secretary

By: Jill Doyle
Jill Doyle, Member

By: Doug Holz
Doug Holz, Member

ATTEST:

Matthew S. Skelton
Matthew S. Skelton, Esq.

This resolution prepared by:

James T. Crawford, Jr., Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, IN 46032
317.238.6239

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. /s/ James T. Crawford, Jr.

EXHIBIT A

**GIGABIT BROADBAND ECONOMIC DEVELOPMENT PLAN –
ECONOMIC DEVELOPMENT AREA
INCLUDING FINDINGS OF FACT**

CITY OF WESTFIELD, INDIANA

Gigabit Broadband Economic Development Area

Economic Development Plan

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**REQUIRED FINDING OF FACTS TO
SUPPORT THE STATUTORY REQUIREMENTS**

FACTS

1. The Economic Development Plan (the “Plan”) promotes significant opportunities for gainful employment of its citizens, attracts new major business enterprises to the City of Westfield, Indiana (the “City”), retains and expands significant business enterprises existing in the boundaries of the City, and meets other statutory purposes, as set forth in Indiana Code Sections 36-7-14-2.5 and 36-7-14-43.
2. The Plan for the Gigabit Broadband Economic Development Area (the “EDA”) cannot happen by regulatory process or by the ordinary operation of private enterprise because of the lack of public infrastructure or other similar conditions thereby necessitating the establishing of an allocation area to assist in the funding of the required infrastructure.
3. The public health and welfare will benefit by the accomplishment of the Plan for the EDA.
4. The achievement of the Plan for the EDA will constitute a public utility and will benefit as measured by the attraction or retention of permanent jobs, an increase in the property values, thus equating to increased assessed value (which herein is defined as “assessed value”), improved diversity of the economic base through the enhanced mix of property and other public benefits and the expansion of technology and high speed internet services to a significant portion of the City, which is in direct alignment with the goals of the City.
5. The Plan for the EDA conforms to other development and redevelopment plans for the City.
6. A representative of Metro FiberNet, LLC testified at the December 15, 2014 Redevelopment Commission meeting that building out a fiber optic system such as the one being proposed for the Metro FiberNet Project is extremely capital intensive and Metro FiberNet, LLC would not undertake the Project without the establishment of the Allocation Area and the resultant availability of TIF increment to assist with the cost of building out the Project.

ECONOMIC DEVELOPMENT PLAN
GIGABIT BROADBAND ECONOMIC DEVELOPMENT AREA
CITY OF WESTFIELD REDEVELOPMENT COMMISSION
FOR THE
CITY OF WESTFIELD

Purpose

This document is the City Economic Development Plan (the “Plan”) for the Gigabit Broadband Economic Development Area (the “EDA”) contained within the City. This document is intended to be approved by the Westfield City Plan Commission, the Westfield City Council and the City of Westfield Redevelopment Commission in conformance with IC-37-14.

Introduction

The Westfield area economic base was developed for the home of corporate headquarters, back office operations, high tech manufacturing, distribution operations, youth sports industry, logistics, technology driven businesses and high quality living. The Westfield area is where the talent lives and works. The area has a well-diversified base of employers headed by IMMI (550), Standard Locknut (167), Porter Engineer Systems (145) and Custom Concrete (136). Hamilton County is the largest suburban employment and residential hub in Central Indiana. The unemployment rate has remained lower than state and national rates throughout the recession. The current employment in Hamilton County is approximately 112,000.

Westfield was founded in 1834 and was incorporated as a town in 1848. In 2008, Westfield was incorporated as a city and its population is about 32,000 (2012). While Westfield has experienced rapid population growth since 1990, in recent years, it has suffered from a significant slowdown in its economy. New business growth, housing permits and new home starts stalled and city revenue growth was flat for several years. During the slowdown, Westfield constructed a \$45 million outdoor portion of the 400 acre Grand Park and is recruiting quality shops, restaurants, hotels, businesses and other commercial development to increase and diversify its tax base. The City Council has recently approved a \$25 million plan for the private/public development of an indoor facility at Grand Park. The indoor arena will bring year-round activity to Grand Park that will foster economic development and grow the tax base. Also, to foster quality growth, Westfield has embarked on major downtown revitalization projects. Stakeholders continue to expect and demand high quality infrastructure, community services,

education, businesses, jobs, housing and technology investments to meet their quality of life expectations in Westfield.

To remain competitive and continue to move forward in achieving its goal for Westfield to be a destination and grow its tax base, the need for sufficient bandwidth and high speed telecommunications is essential. The Google like fiber Gigabit City project proposed by Metro FiberNet, LLC to bring Gigabit services to the premise will provide Westfield 21st century communications infrastructure that will facilitate the efforts to enhance the opportunities for the existing workforce and businesses, as well as assist in the attraction of new enterprises and enhance the overall quality of life. .

Description of the Area

The Area is located within the boundaries of Westfield. (See Appendix A for the detailed maps of the Area. Yellow lines represent projected locations of Metro FiberNet overhead infrastructure and blue lines represent projected locations of Metro FiberNet underground infrastructure.) It is the intention of this Plan to create an allocation area within the Area that consists solely of all of the personal property of Metro FiberNet, which personal property consists of fiber optic cable and associated fiber equipment that will be placed either on poles or underground, depending upon where the existing utilities lay. The allocation area will, by definition, be where the personal property of Metro FiberNet exists, and can move when the fiber optic cable is moved. The designation of the Area is to delineate where the fiber optic cable and associated fiber equipment may be located, but is not in and of itself the allocation area.

Project Description

Metro FiberNet Potential Project List Within TIF Area / EDA

The personal property to be captured as the allocation area will consist of:

1. New fiber optic cable and associated fiber equipment installed by Metro FiberNet ;
2. Pre-cast concrete equipment storage building and fiber cabinets that are classified as personal property in locations to be determined; and
3. Electronic and optical equipment within the equipment storage building and cabinets.

THE PROCESS OF DESIGNATING AN ECONOMIC DEVELOPMENT AREA

The following represents a general narrative summary of the sequence of actions to be undertaken in support of the designation of the EDA. Each step will be reviewed by the legal staff of the City of Westfield, by Bond Counsel and the Financial Advisor.

After formation of the Plan, it will be submitted to the Redevelopment Commission of the City of Westfield for consideration and approval. Upon presentation and discussion, the Redevelopment Commission may approve the Plan in its entirety, make modifications to the Plan and approve the Plan as amended, or reject the Plan and the designation of an EDA.

Declaratory Resolution

If the Redevelopment Commission desires to approve the Plan, it will pass a Declaratory Resolution of the Redevelopment Commission. The Declaratory Resolution declares the intent of the Redevelopment Commission to create an EDA.

Plan Commission Review

After passing the Declaratory Resolution, the Redevelopment Commission must then submit the Plan to the City of Westfield Plan Commission for review to assure that it conforms to the plan of development for the City. The Plan Commission's task is to affirm that the Plan conforms to the plan of development of each jurisdiction as contained in the Comprehensive Plan. The Plan can propose an alteration of land use or zoning to any of the jurisdictions in response to a specific economic development proposal, but if it does so, such alteration or rezoning must be approved by the Plan Commission. This Plan was developed in compliance with the current Comprehensive Plan and no deviation is anticipated.

City Council Approval

Upon receiving approvals of the Redevelopment Commission and the Plan Commission, the Plan must be submitted to the City of Westfield Common Council for approval before it can be implemented. The City Council may reject the Plan or approve the Plan. The City Council also must approve the Redevelopment Commission's determination that the Area is an economic development area under the redevelopment statute.

Notice of Public Hearing and Tax Impact Statement

Upon receipt of approval by the City Council, the Redevelopment Commission must publish a notice of the adoption of the Declaratory Resolution and the date upon which the Redevelopment Commission will conduct a public hearing thereon, which must be no sooner than 10 days following the publication of the notice. The Redevelopment Commission also must deliver a copy of the notice, along with a statement disclosing the impact of the Area, to each taxing unit that is wholly or partially located in the Area.

Confirmatory Resolution

The Redevelopment Commission must then conduct the public hearing and pass a Confirmatory Resolution which confirms the Redevelopment Commission's intention to designate the EDA as set forth in the Plan. The Redevelopment Commission is not required to take this action, but may consider whether the Area designation is still appropriate. If the Redevelopment Commission passes the Confirmatory Resolution, the EDA is then finally declared and designated.

Bond Counsel for the project will assure that all necessary and appropriate filings and administrative actions are taken. It is, therefore, important that the various agencies, bodies, elected officials and the general public understand the limitations which are imposed on subsequent decision and actions by these various agencies and bodies.

EXAMPLES OF HOW THE CITY INTENDS TO MEET THE STATUTORY FINDINGS

Metro FiberNet

The fiber optic system planned by Metro FiberNet (and its affiliated companies including, but not limited to, Metro FiberNet, LLC) will enhance economic development and improve the overall financial health of Westfield by enhancing efforts to expand and diversify the economy by attracting 21st century businesses which rely upon technology and require sufficient bandwidth in order to locate in Westfield. Also, it will directly create 8 to 10 jobs with an annual payroll of approximately \$ 400,000 to \$500,000 within the Westfield Area.

It is crucial to the long term fiscal health and quality of life of Westfield that we are positioned to attract these technology driven businesses especially those in logistics, advanced manufacturing, technology centers, corporate and back office operations. The local workforce is trained in these vocations and additional training will improve skill levels to a degree commensurate with those required in the aforementioned industries.

Financing the Projects

It is the intention of the Redevelopment Commission to create a Tax Incremental Finance ("TIF") District and to capture the incremental depreciable personal property within the EDA in order to finance the necessary projects. The TIF District must be established by March 1, 2015 so that the Redevelopment Commission may receive funds in 2015. If this does not occur, the already formed Redevelopment Commission will not be able to meet the needs that are projected to occur shortly.

It will be necessary to issue bonds sometime in the near future, based on the incremental *ad valorem* property taxes allocated under IC 36-7-14-39, in order to raise money for completion of the Projects in the Area.

The financing will be used for part, or all, of the following:

- (1) All reasonable and necessary architectural, engineering, and construction, equipment, legal, financing, accounting, advertising, bond discount, and supervisory expenses related to the acquisition and development of the Project or the issuance of bonds;
- (2) Interest on, and principal of, the bonds issued by the Commission for the project; and
- (3) Expenses that the Commission is required or permitted to pay under IC 8-23-17.

Metro FiberNet has estimated the total cost of their project within the City of Westfield will about \$10 to \$15 million.

Based upon the estimated investment of depreciable personal property to be located within the various taxing districts, Metro FiberNet, LLC would be requesting assistance through the issuance of TIF Revenue Bonds by the City Westfield in an estimated aggregate amount not to exceed \$2 million with a term not to exceed 25 years. The Bonds, when issued, would be paid solely from the incremental revenues generated within the Area and would not cause a general or moral obligation on the part of the Redevelopment Commission or the City.

Amendment of the Plan

By following the procedures specified in IC 36-7-14-15 the Redevelopment Commission may amend the Plan for the Area.

**FACTUAL REPORT IN SUPPORT OF FINDINGS
CONTAINED IN RESOLUTION NO. 6-2014**

1. The Plan for the Gigabit Broadband Economic Development Area (the "Area") will promote significant opportunities for growth and the gainful employment of citizens of the City by providing the means to extend state of the art fiber optic lines and high speed internet services to the Area. This 21st century infrastructure is necessary to attract employers engaged in quality high technology operations, back office, corporate offices, corporate headquarters, sports related industries, logistics, hotels and residential development. This infrastructure will improve Westfield's ability to attract employers as follows:
 - A. To locate in the Area, entities require sites that are shovel ready with all required infrastructure, including Gigabit broadband services. This Plan provides for the public funding of the fiber optic lines and electronic equipment required to bring high speed (Gigabit) internet services throughout the Area.
 - B. The Plan provides for these services to be brought to publicly owned sites that are developed or will be developed as shovel ready sites suitable for development by entities that are engaged in logistics, back office operations, corporate offices, high technology, health care and quality living.
2. The Plan:
 - A. Will promote significant opportunities for the gainful and quality employment of the citizens of the City;
 - B. Is likely to attract major new business and home grown enterprises as a result of the existence of fiber optic broadband services (with Gigabit services to the home);
 - C. Enables the use of public funding to guide infrastructure design and construction and thus development in the Area to promote basic employment and mixed uses of the land, to an extent individual property owners would not otherwise attain.
 - D. Benefits the public health, safety, morals and welfare of the citizens of Westfield, the County and State as follows: The Plan, when fully implemented, will add high speed (Gigabit) broadband services that are required in the transmission of medical records. Development of this 21st century infrastructure will permit the City to approach land use development, public services, resources and public investments in a positive manner; and

- E. Increases the economic well being of the City and the State of Indiana in direct alignment with elected officials, at every level of government, and local stakeholders public statements of promoting economic development opportunity in Indiana through the extension of 21st century broadband services throughout the state.
- 3. The planning and development of the Area will benefit the public health, safety morals and welfare; it will increase the economic well being of the City and serve to protect and increase property values in both the City and the State of Indiana.
 - A. The Plan will create new employment opportunities;
 - B. The Plan will diversify the local economy and add employment opportunities that do not now exist and cannot exist without the addition of 21st century Gigabit broadband; and
 - C. Fiber optic Gigabit broadband services are not available in vacant land within the Area. The Plan promotes development throughout the Area.
- 4. The Plan for the Area cannot be achieved by the regulatory processes or by ordinary operation of private enterprise without resorting to IC 36-7-14 (the Redevelopment statutes) because of the lack of public improvements, the existence of geological impediments to industrial development and multiple ownership of land.
- 5. The accomplishment of the Plan for the Area will be of public utility benefit, for the following reasons. First, it is estimated that the full development of the Area, pursuant to the Plan will allow for the immediate attraction of approximately 8 to 10 permanent high tech jobs in the Westfield Area by January 2016. The foregoing estimate is based upon representation of Metro FiberNet, LLC. Secondly, current employers in Westfield have indicated a need for updated fiber optic Gigabit broadband services to transmit engineering, medical records, graphics, books and technical information. The expectation is that hundreds of local jobs will be preserved, retained and attracted as a result of implementation of the Plan. This information has been developed through discussions with a number of community stakeholders. It is also estimated that, when fully developed in accordance with the Plan, the assessed value for Depreciable Personal Property will be increased by approximately \$15 million within the Westfield Area. The foregoing estimate is based upon representations of Metro FiberNet, LLC.
- 6. The Commission believes that the TIF District will generate, over time, along with federal, state and local funds, sufficient monies to fully implement the Plan.

7. Metro FiberNet, LLC has represented to the City that building out a fiber optic system such as the one being proposed for the Metro FiberNet Project is extremely capital intensive and Metro FiberNet, LLC would not undertake the Project without the establishment of the Allocation Area and the resultant availability of TIF increment to assist with the cost of building out the Project.

APPENDIX A

PROJECTED LOCATIONS OF THE METRONET INFRASTRUCTURE



Yellow lines represent projected locations of Metro FiberNet overhead infrastructure and blue lines represent projected locations of Metro FiberNet underground infrastructure.

PLAN COMMISSION ORDER NUMBER 15-01

**ORDER OF THE WESTFIELD-WASHINGTON PLAN COMMISSION
DETERMINING THAT THE DECLARATORY RESOLUTION
OF THE GIGABIT BROADBAND ECONOMIC DEVELOPMENT AREA
APPROVED AND ADOPTED BY THE
WESTFIELD REDEVELOPMENT COMMISSION CONFORMS
TO THE COMPREHENSIVE PLAN AND APPROVING
THE DECLARATORY RESOLUTION GIGABIT BROADBAND
ECONOMIC DEVELOPMENT AREA ECONOMIC DEVELOPMENT PLAN**

WHEREAS, the Westfield-Washington Plan Commission (the “Plan Commission”) is the body charged with the duty of developing a general plan of development for the City of Westfield, Indiana (the “City”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Redevelopment Commission”), pursuant to Indiana Code 36-7-14, as amended (the “Act”), adopted Declaratory Resolution No. 6-2014 on December 15, 2014 (the “Declaratory Resolution”), designating the area known as the “Gigabit Broadband Economic Development Area” (the “Economic Development Area”) as an economic development area pursuant to Section 41 of the Act; and

WHEREAS, the Declaratory Resolution approved an economic development plan for the Economic Development Area designated as the “Gigabit Broadband Economic Development Plan—Economic Development Area” (the “Plan”); and

WHEREAS, the Redevelopment Commission has submitted the Declaratory Resolution and the Plan to the Plan Commission for approval pursuant to the provisions of Section 16 of the Act, which Declaratory Resolution and Plan are attached hereto collectively as Exhibit A and made a part hereof; and

WHEREAS, in determining the location and extent of the Economic Development Area, the Plan Commission has determined that no residents of the City will be displaced by the proposed development thereof; and

WHEREAS, the Plan Commission has reviewed the Declaratory Resolution and the Plan and determined that they conform to the plan of development for the City, and now desires to approve the Declaratory Resolution and the Plan; and

WHEREAS, after being fully advised in the matter,

**NOW, THEREFORE, BE IT ORDERED BY THE
WESTFIELD-WASHINGTON PLAN COMMISSION, AS FOLLOWS:**

SECTION I. The Plan Commission hereby finds and determines that the Declaratory Resolution and the Plan for the Economic Development Area conform to the Comprehensive Plan of development for the City.

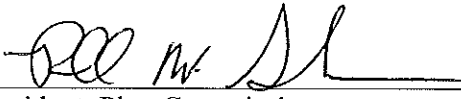
SECTION II. The Declaratory Resolution, the Area and the Plan for the Economic Development Area are hereby approved.

SECTION III. This resolution hereby constitutes the written order of the Plan Commission approving the Declaratory Resolution and the Plan for the Economic Development Area pursuant to Section 16 of the Act.

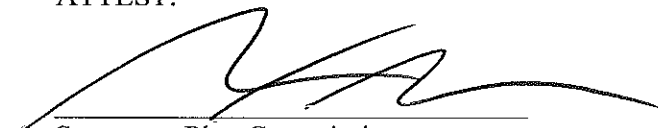
SECTION IV. The Secretary of the Plan Commission is hereby directed to file a copy of the Declaratory Resolution and the Plan for the Economic Development Area with the minutes of this meeting.

[Remainder of page intentionally left blank.]

PASSED THIS 5TH DAY OF JANUARY, 2015, BY THE
WESTFIELD-WASHINGTON TOWNSHIP PLAN COMMISSION,
HAMILTON COUNTY, INDIANA.



President, Plan Commission

ATTEST:


Secretary, Plan Commission

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EXHIBIT A

**WESTFIELD REDEVELOPMENT COMMISSION
DECLARATORY RESOLUTION NO. 6-2014
INCLUDING GIGABIT BROADBAND ECONOMIC DEVELOPMENT PLAN –
ECONOMIC DEVELOPMENT AREA INCLUDING FINDINGS OF FACT**

**WESTFIELD REDEVELOPMENT COMMISSION
DECLARATORY RESOLUTION NO. 6-2014**

**RESOLUTION OF THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
DECLARING AN AREA IN THE CITY OF WESTFIELD AS
AN ECONOMIC DEVELOPMENT AREA AND
APPROVING AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREA**

WHEREAS, the City of Westfield, Indiana (the “City”), desires to undertake an economic development project that will assist the City in a project by Metro FiberNet, LLC, or its subsidiaries, affiliates, successors or assigns, to construct facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services for the City (collectively, the “Metro FiberNet Project”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield Department of Redevelopment (the “Department”), pursuant to Indiana Code 36-7-14, as amended (the “Act”), has thoroughly studied an area of the City, which area consists of the possible locations throughout the City of all depreciable personal property consisting of the actual space where new fiber optic cable will be laid due to the Metro FiberNet Project in the City, with such areas designated as the “Gigabit Broadband Allocation Area,” which area is also an economic development area (the “Economic Development Area”); and

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission a development plan (the “Plan”) for the Economic Development Area and entitled “Gigabit Broadband Economic Development Plan—Economic Development Area” which Plan is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, to the extent relevant to the Metro FiberNet Project, the Commission has caused to be prepared maps and plats showing the boundaries of the Economic Development Area, the location of various parcels of property, streets, alleys, and other features affecting the replatting, replanning, rezoning, or redevelopment of the Economic Development Area, and the parts of the Economic Development Area that are to be devoted to public ways, sewerage and other public purposes under the Plan; and

WHEREAS, the Commission has caused to be prepared estimates of the costs of the development projects as set forth in the Plan; and

WHEREAS, the Plan and supporting data were reviewed and considered at this meeting; and

WHEREAS, Section 39 of the Act has been created and amended to permit the creation of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section; and

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of “economic development areas” and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, the Commission deems it advisable to apply the provisions of said Sections 39, 41, and 43 of the Act to the Plan and financing of the Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Redevelopment Commission, governing body of the City of Westfield Department of Redevelopment, as follows:

1. The Plan for the Economic Development Area promotes significant opportunities for the gainful employment of its citizens and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the “State”), and serving to protect and increase property values in the City and the State.

2. The Plan for the Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, including without limitation the cost of the projects contemplated by the Plan.

3. The public health and welfare will be benefited by accomplishment of the Plan for the Economic Development Area.

4. The accomplishment of the Plan for the Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Plan for the Economic Development Area conforms to other development and redevelopment plans for the City.

6. The Commission pursuant to the requirements of Section 39(b) of the Act, after examining the Plan including the Findings of Fact contained therein attached hereto as Exhibit A, and taking testimony, further finds that the adoption of the allocation provisions of the Act will result in new property taxes in the Allocation Area (as hereinafter defined) that would not have been generated but for the adoption of the allocation provisions.

7. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.

8. The Plan does not recommend any specific property acquisition and the Department does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Economic Development Area. At the time the Department proposes to acquire specific parcels of land, the required procedures for amending the Plan under

the Act will be followed, including notice by publication and to affected property owners and a public hearing.

9. The Commission finds that no residents of the Economic Development Area will be displaced by any project resulting from the Plan, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

10. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting. The Economic Development Area is hereby designated as an “economic development area” under Section 41 of the Act.

11. The entire Economic Development Area is hereby designated as an “allocation area” pursuant to Section 39 of the Act for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any real property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for said allocation area that may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before July 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

12. The foregoing allocation provision shall apply to all of the Economic Development Area and shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues. The base assessment date for the allocation area shall be March 1, 2014.

13. Said allocation area is hereby designated as the “Gigabit Broadband Allocation Area,” and said allocation fund is hereby designated as the “Gigabit Broadband Allocation Fund.”

14. Pursuant to Section 39.3 of the Act, the Commission designates as a “designated taxpayer” Metro FiberNet, LLC and its successors or assigns or any affiliate of Metro FiberNet, LLC and its successors or assigns (the “Designated Taxpayer”).

15. The Commission hereby modifies the definition of property taxes in IC 36-7-14-39(a) for the purposes of including taxes imposed under IC 6-1.1 on the depreciable personal property of the designated taxpayer described above and all other depreciable property located

and taxable on the designated taxpayer's site of operations in the Allocation Area. This allocation provision shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues.

16. The Commission finds that:

(a) The taxes to be derived from the Designated Taxpayer's depreciable personal property in the allocation area and all other depreciable property located and taxable on the designated taxpayer's site of operations within the allocation area in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service on bonds issued under IC 36-7-14-25.1, or to make payments or to provide security on leases payable under IC 36-7-14-25.2, in order to provide local public improvements for the particular allocation area;

(b) The taxpayer's property in the allocation area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution, or transportation related projects; and

(c) The taxpayer's property in the allocation area does not consist primarily of retail, commercial or residential projects.

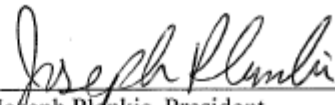
17. The officers of the Commission are hereby directed to make any and all required filings with the Indiana Department of Local Government Finance and the Hamilton County Auditor in connection with the creation of the allocation area.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

19. This Resolution, together with any supporting data and together with the Plan, shall be submitted to the Westfield-Washington Advisory Plan Commission (the "Plan Commission") and the Common Council of the City of Westfield (the "Common Council") as provided in the Act, and if approved by the Plan Commission and the Common Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

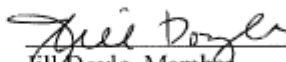
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ADOPTED AND PASSED THIS 15th DAY OF DECEMBER, 2014,
BY A VOTE OF 4 IN FAVOR AND 0 OPPOSED, BY THE
WESTFIELD REDEVELOPMENT COMMISSION, HAMILTON COUNTY, INDIANA.

By: 
Joseph Plankis, President

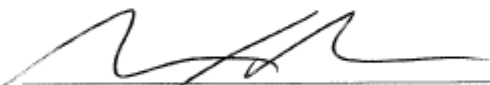
By: 
Joseph E. Ingalls, Vice President

By: _____
Scott Robison, Secretary

By: 
Jill Doyle, Member

By: 
Doug Holz, Member

ATTEST:


Matthew S. Skelton, Esq.

This resolution prepared by:

James T. Crawford, Jr., Esq.
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, IN 46032
317.238.6239

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. /s/ James T. Crawford, Jr.

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EXHIBIT A

**GIGABIT BROADBAND ECONOMIC DEVELOPMENT PLAN –
ECONOMIC DEVELOPMENT AREA
INCLUDING FINDINGS OF FACT**

CITY OF WESTFIELD, INDIANA

Gigabit Broadband Economic Development Area

Economic Development Plan

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**REQUIRED FINDING OF FACTS TO
SUPPORT THE STATUTORY REQUIREMENTS**

FACTS

1. The Economic Development Plan (the “Plan”) promotes significant opportunities for gainful employment of its citizens, attracts new major business enterprises to the City of Westfield, Indiana (the “City”), retains and expands significant business enterprises existing in the boundaries of the City, and meets other statutory purposes, as set forth in Indiana Code Sections 36-7-14-2.5 and 36-7-14-43.
2. The Plan for the Gigabit Broadband Economic Development Area (the “EDA”) cannot happen by regulatory process or by the ordinary operation of private enterprise because of the lack of public infrastructure or other similar conditions thereby necessitating the establishing of an allocation area to assist in the funding of the required infrastructure.
3. The public health and welfare will benefit by the accomplishment of the Plan for the EDA.
4. The achievement of the Plan for the EDA will constitute a public utility and will benefit as measured by the attraction or retention of permanent jobs, an increase in the property values, thus equating to increased assessed value (which herein is defined as “assessed value”), improved diversity of the economic base through the enhanced mix of property and other public benefits and the expansion of technology and high speed internet services to a significant portion of the City, which is in direct alignment with the goals of the City.
5. The Plan for the EDA conforms to other development and redevelopment plans for the City.
6. A representative of Metro FiberNet, LLC testified at the December 15, 2014 Redevelopment Commission meeting that building out a fiber optic system such as the one being proposed for the Metro FiberNet Project is extremely capital intensive and Metro FiberNet, LLC would not undertake the Project without the establishment of the Allocation Area and the resultant availability of TIF increment to assist with the cost of building out the Project.

ECONOMIC DEVELOPMENT PLAN
GIGABIT BROADBAND ECONOMIC DEVELOPMENT AREA
CITY OF WESTFIELD REDEVELOPMENT COMMISSION
FOR THE
CITY OF WESTFIELD

Purpose

This document is the City Economic Development Plan (the “Plan”) for the Gigabit Broadband Economic Development Area (the “EDA”) contained within the City. This document is intended to be approved by the Westfield City Plan Commission, the Westfield City Council and the City of Westfield Redevelopment Commission in conformance with IC-37-14.

Introduction

The Westfield area economic base was developed for the home of corporate headquarters, back office operations, high tech manufacturing, distribution operations, youth sports industry, logistics, technology driven businesses and high quality living. The Westfield area is where the talent lives and works. The area has a well-diversified base of employers headed by IMMI (550), Standard Locknut (167), Porter Engineer Systems (145) and Custom Concrete (136). Hamilton County is the largest suburban employment and residential hub in Central Indiana. The unemployment rate has remained lower than state and national rates throughout the recession. The current employment in Hamilton County is approximately 112,000.

Westfield was founded in 1834 and was incorporated as a town in 1848. In 2008, Westfield was incorporated as a city and its population is about 32,000 (2012). While Westfield has experienced rapid population growth since 1990, in recent years, it has suffered from a significant slowdown in its economy. New business growth, housing permits and new home starts stalled and city revenue growth was flat for several years. During the slowdown, Westfield constructed a \$45 million outdoor portion of the 400 acre Grand Park and is recruiting quality shops, restaurants, hotels, businesses and other commercial development to increase and diversify its tax base. The City Council has recently approved a \$25 million plan for the private/public development of an indoor facility at Grand Park. The indoor arena will bring year-round activity to Grand Park that will foster economic development and grow the tax base. Also, to foster quality growth, Westfield has embarked on major downtown revitalization projects. Stakeholders continue to expect and demand high quality infrastructure, community services,

education, businesses, jobs, housing and technology investments to meet their quality of life expectations in Westfield.

To remain competitive and continue to move forward in achieving its goal for Westfield to be a destination and grow its tax base, the need for sufficient bandwidth and high speed telecommunications is essential. The Google like fiber Gigabit City project proposed by Metro FiberNet, LLC to bring Gigabit services to the premise will provide Westfield 21st century communications infrastructure that will facilitate the efforts to enhance the opportunities for the existing workforce and businesses, as well as assist in the attraction of new enterprises and enhance the overall quality of life. .

Description of the Area

The Area is located within the boundaries of Westfield. (See Appendix A for the detailed maps of the Area. Yellow lines represent projected locations of Metro FiberNet overhead infrastructure and blue lines represent projected locations of Metro FiberNet underground infrastructure.) It is the intention of this Plan to create an allocation area within the Area that consists solely of all of the personal property of Metro FiberNet, which personal property consists of fiber optic cable and associated fiber equipment that will be placed either on poles or underground, depending upon where the existing utilities lay. The allocation area will, by definition, be where the personal property of Metro FiberNet exists, and can move when the fiber optic cable is moved. The designation of the Area is to delineate where the fiber optic cable and associated fiber equipment may be located, but is not in and of itself the allocation area.

Project Description

Metro FiberNet Potential Project List Within TIF Area / EDA

..... The personal property to be captured as the allocation area will consist of:

1. New fiber optic cable and associated fiber equipment installed by Metro FiberNet ;
2. Pre-cast concrete equipment storage building and fiber cabinets that are classified as personal property in locations to be determined; and
3. Electronic and optical equipment within the equipment storage building and cabinets.

THE PROCESS OF DESIGNATING AN ECONOMIC DEVELOPMENT AREA

The following represents a general narrative summary of the sequence of actions to be undertaken in support of the designation of the EDA. Each step will be reviewed by the legal staff of the City of Westfield, by Bond Counsel and the Financial Advisor.

After formation of the Plan, it will be submitted to the Redevelopment Commission of the City of Westfield for consideration and approval. Upon presentation and discussion, the Redevelopment Commission may approve the Plan in its entirety, make modifications to the Plan and approve the Plan as amended, or reject the Plan and the designation of an EDA.

Declaratory Resolution

If the Redevelopment Commission desires to approve the Plan, it will pass a Declaratory Resolution of the Redevelopment Commission. The Declaratory Resolution declares the intent of the Redevelopment Commission to create an EDA.

Plan Commission Review

After passing the Declaratory Resolution, the Redevelopment Commission must then submit the Plan to the City of Westfield Plan Commission for review to assure that it conforms to the plan of development for the City. The Plan Commission's task is to affirm that the Plan conforms to the plan of development of each jurisdiction as contained in the Comprehensive Plan. The Plan can propose an alteration of land use or zoning to any of the jurisdictions in response to a specific economic development proposal, but if it does so, such alteration or rezoning must be approved by the Plan Commission. This Plan was developed in compliance with the current Comprehensive Plan and no deviation is anticipated.

City Council Approval

Upon receiving approvals of the Redevelopment Commission and the Plan Commission, the Plan must be submitted to the City of Westfield Common Council for approval before it can be implemented. The City Council may reject the Plan or approve the Plan. The City Council also must approve the Redevelopment Commission's determination that the Area is an economic development area under the redevelopment statute.

Notice of Public Hearing and Tax Impact Statement

Upon receipt of approval by the City Council, the Redevelopment Commission must publish a notice of the adoption of the Declaratory Resolution and the date upon which the Redevelopment Commission will conduct a public hearing thereon, which must be no sooner than 10 days following the publication of the notice. The Redevelopment Commission also must deliver a copy of the notice, along with a statement disclosing the impact of the Area, to each taxing unit that is wholly or partially located in the Area.

Confirmatory Resolution

The Redevelopment Commission must then conduct the public hearing and pass a Confirmatory Resolution which confirms the Redevelopment Commission's intention to designate the EDA as set forth in the Plan. The Redevelopment Commission is not required to take this action, but may consider whether the Area designation is still appropriate. If the Redevelopment Commission passes the Confirmatory Resolution, the EDA is then finally declared and designated.

Bond Counsel for the project will assure that all necessary and appropriate filings and administrative actions are taken. It is, therefore, important that the various agencies, bodies, elected officials and the general public understand the limitations which are imposed on subsequent decision and actions by these various agencies and bodies.

**EXAMPLES OF HOW THE CITY INTENDS TO MEET
THE
STATUTORY FINDINGS**

Metro FiberNet

The fiber optic system planned by Metro FiberNet (and its affiliated companies including, but not limited to, Metro FiberNet, LLC) will enhance economic development and improve the overall financial health of Westfield by enhancing efforts to expand and diversify the economy by attracting 21st century businesses which rely upon technology and require sufficient bandwidth in order to locate in Westfield. Also, it will directly create 8 to 10 jobs with an annual payroll of approximately \$ 400,000 to \$500,000 within the Westfield Area.

It is crucial to the long term fiscal health and quality of life of Westfield that we are positioned to attract these technology driven businesses especially those in logistics, advanced manufacturing, technology centers, corporate and back office operations. The local workforce is trained in these vocations and additional training will improve skill levels to a degree commensurate with those required in the aforementioned industries.

Financing the Projects

It is the intention of the Redevelopment Commission to create a Tax Incremental Finance ("TIF") District and to capture the incremental depreciable personal property within the EDA in order to finance the necessary projects. The TIF District must be established by March 1, 2015 so that the Redevelopment Commission may receive funds in 2015. If this does not occur, the already formed Redevelopment Commission will not be able to meet the needs that are projected to occur shortly.

It will be necessary to issue bonds sometime in the near future, based on the incremental *ad valorem* property taxes allocated under IC 36-7-14-39, in order to raise money for completion of the Projects in the Area.

The financing will be used for part, or all, of the following:

- (1) All reasonable and necessary architectural, engineering, and construction, equipment, legal, financing, accounting, advertising, bond discount, and supervisory expenses related to the acquisition and development of the Project or the issuance of bonds;
- (2) Interest on, and principal of, the bonds issued by the Commission for the project; and
- (3) Expenses that the Commission is required or permitted to pay under IC 8-23-17.

Metro FiberNet has estimated the total cost of their project within the City of Westfield will about \$10 to \$15 million.

Based upon the estimated investment of depreciable personal property to be located within the various taxing districts, Metro FiberNet, LLC would be requesting assistance through the issuance of TIF Revenue Bonds by the City Westfield in an estimated aggregate amount not to exceed \$2 million with a term not to exceed 25 years. The Bonds, when issued, would be paid solely from the incremental revenues generated within the Area and would not cause a general or moral obligation on the part of the Redevelopment Commission or the City.

Amendment of the Plan

By following the procedures specified in IC 36-7-14-15 the Redevelopment Commission may amend the Plan for the Area.

**FACTUAL REPORT IN SUPPORT OF FINDINGS
CONTAINED IN RESOLUTION NO. 6-2014**

1. The Plan for the Gigabit Broadband Economic Development Area (the "Area") will promote significant opportunities for growth and the gainful employment of citizens of the City by providing the means to extend state of the art fiber optic lines and high speed internet services to the Area. This 21st century infrastructure is necessary to attract employers engaged in quality high technology operations, back office, corporate offices, corporate headquarters, sports related industries, logistics, hotels and residential development. This infrastructure will improve Westfield's ability to attract employers as follows:

- A. To locate in the Area, entities require sites that are shovel ready with all required infrastructure, including Gigabit broadband services. This Plan provides for the public funding of the fiber optic lines and electronic equipment required to bring high speed (Gigabit) internet services throughout the Area.
- B. The Plan provides for these services to be brought to publicly owned sites that are developed or will be developed as shovel ready sites suitable for development by entities that are engaged in logistics, back office operations, corporate offices, high technology, health care and quality living.

2. The Plan:

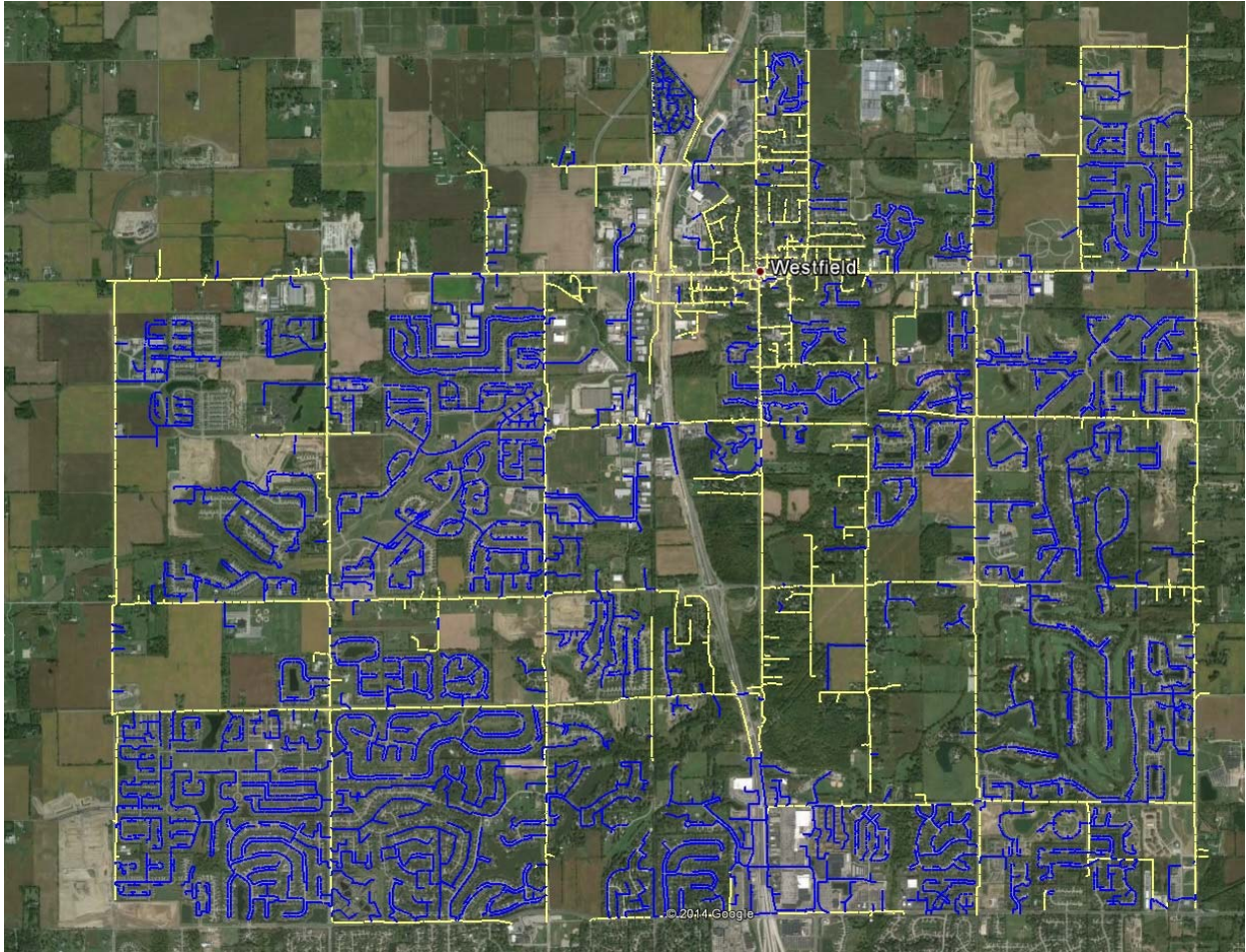
- A. Will promote significant opportunities for the gainful and quality employment of the citizens of the City;
- B. Is likely to attract major new business and home grown enterprises as a result of the existence of fiber optic broadband services (with Gigabit services to the home);
- C. Enables the use of public funding to guide infrastructure design and construction and thus development in the Area to promote basic employment and mixed uses of the land, to an extent individual property owners would not otherwise attain.
- D. Benefits the public health, safety, morals and welfare of the citizens of Westfield, the County and State as follows: The Plan, when fully implemented, will add high speed (Gigabit) broadband services that are required in the transmission of medical records. Development of this 21st century infrastructure will permit the City to approach land use development, public services, resources and public investments in a positive manner; and

- E. Increases the economic well being of the City and the State of Indiana in direct alignment with elected officials, at every level of government, and local stakeholders public statements of promoting economic development opportunity in Indiana through the extension of 21st century broadband services throughout the state.
- 3. The planning and development of the Area will benefit the public health, safety morals and welfare; it will increase the economic well being of the City and serve to protect and increase property values in both the City and the State of Indiana.
 - A. The Plan will create new employment opportunities;
 - B. The Plan will diversify the local economy and add employment opportunities that do not now exist and cannot exist without the addition of 21st century Gigabit broadband; and
 - C. Fiber optic Gigabit broadband services are not available in vacant land within the Area. The Plan promotes development throughout the Area.
- 4. The Plan for the Area cannot be achieved by the regulatory processes or by ordinary operation of private enterprise without resorting to IC 36-7-14 (the Redevelopment statutes) because of the lack of public improvements, the existence of geological impediments to industrial development and multiple ownership of land.
- 5. The accomplishment of the Plan for the Area will be of public utility benefit, for the following reasons. First, it is estimated that the full development of the Area, pursuant to the Plan will allow for the immediate attraction of approximately 8 to 10 permanent high tech jobs in the Westfield Area by January 2016. The foregoing estimate is based upon representation of Metro FiberNet, LLC. Secondly, current employers in Westfield have indicated a need for updated fiber optic Gigabit broadband services to transmit engineering, medical records, graphics, books and technical information. The expectation is that hundreds of local jobs will be preserved, retained and attracted as a result of implementation of the Plan. This information has been developed through discussions with a number of community stakeholders. It is also estimated that, when fully developed in accordance with the Plan, the assessed value for Depreciable Personal Property will be increased by approximately \$15 million within the Westfield Area. The foregoing estimate is based upon representations of Metro FiberNet, LLC.
- 6. The Commission believes that the TIF District will generate, over time, along with federal, state and local funds, sufficient monies to fully implement the Plan.

7. Metro FiberNet, LLC has represented to the City that building out a fiber optic system such as the one being proposed for the Metro FiberNet Project is extremely capital intensive and Metro FiberNet, LLC would not undertake the Project without the establishment of the Allocation Area and the resultant availability of TIF increment to assist with the cost of building out the Project.

APPENDIX A

PROJECTED LOCATIONS OF THE METRONET INFRASTRUCTURE



Yellow lines represent projected locations of Metro FiberNet overhead infrastructure and blue lines represent projected locations of Metro FiberNet underground infrastructure.

RESOLUTION NO. 1-2015

A RESOLUTION APPROVING AND AUTHORIZING CERTAIN ACTIONS AND PROCEEDINGS WITH RESPECT TO CERTAIN PROPOSED ECONOMIC DEVELOPMENT REVENUE BONDS

WHEREAS, the City of Westfield, Indiana (the "City"), is authorized by I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the "Act") to issue revenue bonds for the financing of economic development facilities, and provide the proceeds of the revenue bond issue to another entity to finance or refinance the acquisition, construction, renovation, installation and equipping of said facilities; and

WHEREAS, Metro FiberNet LLC (the "Company"), its parent or subsidiary thereof, desires to finance the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services to the City (the "Projects"); and

WHEREAS, the Company will complete the Projects in an area that is in or will be in the Gigabit Broadband Economic Development Area; and

WHEREAS, the Company has advised the City of Westfield Economic Development Commission (the "Commission") and the City that it proposes that the City issue its Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Series 2015 Bonds") under the Act and provide the proceeds of such Series 2015 Bonds to the Company for the purpose of financing the Projects; and

WHEREAS, the Commission has studied the Projects and the proposed financing of the Projects and their effect on the health and general welfare of the City and its citizens; and

WHEREAS, the completion of the Projects results in the diversification of industry, the creation of approximately 8 to 10 new jobs, with a payroll of approximately \$400,000 to \$500,000, and the creation and retention of business opportunities in the City; and

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the "Public Hearing") on the proposed issuance of the Bonds to finance the Projects; and

WHEREAS, the Commission held the Public Hearing on the Projects on January 5, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESTFIELD ECONOMIC DEVELOPMENT COMMISSION AS FOLLOWS:

SECTION 1. The Commission hereby finds, determines, ratifies and confirms that the diversification of industry, the retention and creation of business opportunities and the retention and creation of opportunities for gainful employment within the jurisdiction of the City is

desirable, serves a public purpose, and is of benefit to the health and general welfare of the City; and that it is in the public interest that the City take such action as it lawfully may to encourage the diversification of industry, the retention and creation of business opportunities, and the retention and creation of opportunities for gainful employment within the jurisdiction of the City.

SECTION 2. The Commission hereby determines that the Projects will not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

SECTION 3. The Commission hereby approves the report with respect to the Projects presented at this meeting. The Secretary of this Commission is directed to submit such report to the executive director or chairman of the plan commission of the City.

SECTION 4. The Commission finds, determines, ratifies and confirms that the issuance and sale of the Series 2015 Bonds in an aggregate amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), and providing the proceeds of the Series 2015 Bonds to the Company for the financing of the Projects, will be of benefit to the health and general welfare of the City, will serve the public purposes referred to above in accordance with the Act, and fully comply with the Act.

SECTION 5. The financing of the Projects through the issuance of the Series 2015 Bonds, in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), is hereby approved.

SECTION 6. The Commission hereby approves the terms of the following documents in the form presented at this meeting: (i) a Financing Agreement between the City and the Company; (ii) a Trust Indenture, between the City and [Trustee], as trustee; (iii) the Bonds as set forth in the Trust Indenture; and (iv) an Ordinance of the Common Council of the City.

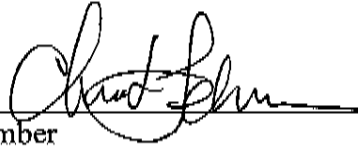
SECTION 7. Any officer of the Commission is hereby authorized and directed, in the name and on behalf of the Commission, to execute any and all other agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by him to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this resolution (including the preambles hereto and the documents mentioned herein), the Projects and the issuance and sale of the Bonds, and any such execution, performance, approval or doing of other things heretofore effected be, and hereby is, ratified and approved.

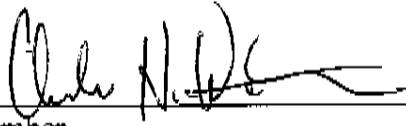
SECTION 8. The Secretary of this Commission shall transmit this resolution, together with the forms of the documents approved by this resolution, to the Common Council of the City.

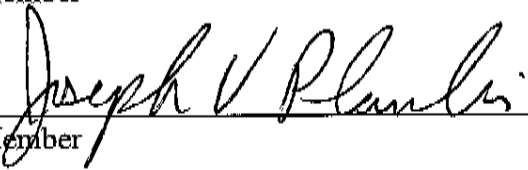
SECTION 9. This resolution shall be in full force and effect upon adoption.

Adopted this 5th day of January, 2015.

CITY OF WESTFIELD ECONOMIC
DEVELOPMENT COMMISSION


Member


Member


Member

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

TRUST INDENTURE
BETWEEN
CITY OF WESTFIELD, INDIANA
AND
[TRUSTEE],
as Trustee

\$2,500,000
CITY OF WESTFIELD, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2015
(METRO FIBERNET PROJECT)

Dated as of February 1, 2015

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the 1st day of February, 2015, by and between the CITY OF WESTFIELD, INDIANA (the “Issuer”), a municipal corporation organized and existing under the laws of the State of Indiana and [TRUSTEE], a [national bank association duly organized under the laws of the United States] and authorized to accept and execute trusts of the character herein, having a corporate trust office in the city of Indianapolis, Indiana, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, IC 36-7-11.9 and 12, as supplemented and amended, authorizes and empowers the Issuer to issue revenue bonds and to use the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced Metro FiberNet LLC (the “Company”) to proceed with the Projects in the jurisdiction of the Issuer by offering to issue its Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount \$2,500,000, pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement of even date herewith (the “Financing Agreement”) for the purpose of paying the costs of the Projects (as defined herein); and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Westfield Economic Development Commission held a public hearing on behalf of the Issuer, and upon finding that the Projects and the proposed financing thereof (i) will create or retain employment opportunities in and near the City of Westfield, Indiana; (ii) will benefit the health and general welfare of the citizens of the City of Westfield, Indiana; and (iii) will comply with the purposes and provisions of the Act, adopted a resolution approving the proposed financing; and

WHEREAS, the Act provides that such Bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the Financing Agreement provides for the use of the proceeds of the Bonds by the Company to complete the Projects, and, pursuant to this Indenture, the Issuer will assign certain of its rights under the Financing Agreement to the Trustee; and

WHEREAS, pursuant to this Indenture, the Bonds shall be payable solely from payments from TIF Revenues and proceeds from the Bonds; and

WHEREAS, the execution and delivery of this Trust Indenture, and the issuance of the Bonds hereunder, have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, IC 36-7-14 provides that a redevelopment commission of an issuer may pledge certain incremental property taxes to pay (known herein as TIF Revenues), in whole or in part, amounts due on the Bonds; and

WHEREAS, the Redevelopment Commission has, by resolution, dedicated and pledged to the Issuer, TIF Revenues to be applied to the repayment of the Bonds; and

WHEREAS, the Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be substantially in the form provided in this Indenture; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in said Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant; assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property, real and personal hereinafter described (the "Trust Estate"):

GRANTING CLAUSES

DIVISION I

All right, title and interest of the Issuer in and to the Financing Agreement (except the rights reserved to the Issuer therein);

DIVISION II

All right, title and interest of the Issuer in and to the TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument);

DIVISION III

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except Qualified Investments deposited with the Trustee pursuant to Section 11.1 hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the Issuer or by anyone in its behalf, or

with their written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the equal and ratable benefit and security of all and singular the holders of all Bonds issued hereunder, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond or as between principal and interest, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Allocation Area” means the Gigabit Broadband Allocation Area established in accordance with IC 36-7-14-39 and IC 36-7-14-39.3 for the purposes of capturing incremental *ad valorem* depreciable personal property taxes of the Company levied and collected in such allocation area.

“Allocation Fund” means the Gigabit Broadband Allocation Fund established under IC 36-7-14 for the TIF Revenues collected in the Allocation Area.

“Authorized Representative” means, (i) with respect to the Issuer, the Mayor or the Clerk-Treasurer of the Issuer (or such other officer as the Issuer shall notify the Company and the Trustee in writing as being an Authorized Representative, with evidence of such authority); and (ii) with respect to the Company, Ed Corr (or such other officer as the Company shall notify the Issuer and the Trustee in writing as being an Authorized Representative, with evidence of such authority).

“Bondholders” means registered owners of the Bonds.

“Bond Fund” means the Bond Fund established by Section 4.2 of this Indenture.

“Bond Ordinance” means Ordinance No. _____, adopted by the Issuer on January 26, 2015, authorizing and approving the issuance and sale of the Bonds, and approving the Financing Agreement, this Indenture and related matters.

“Bonds” means the City of Westfield, Indiana, Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount of \$2,500,000.

“City” means the City of Westfield, Indiana.

“Company” means Metro FiberNet LLC, or any successor thereto under the Financing Agreement.

“Economic Development Commission” means the Westfield Economic Development Commission.

“Event of Default” means those events of default specified in and defined by Section 7.1 hereof.

“Financing Agreement” means the Financing Agreement, dated as of February 1, 2015, from the Company to the Issuer and all amendments and supplements thereto.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any agency or instrumentally thereof when such obligations are backed by the full faith and credit of the United States of America.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Interest Payment Date” on the Bonds means each February 1 and August 1, commencing August 1, 2018.

“Issuer” means the City of Westfield, Indiana, a municipal corporation organized and validly existing under the laws of the State or any successor to its rights and obligations under the Financing Agreement and the Indenture.

“Project Fund” means the Project Fund for the Bonds established in Section 4.3 of this Indenture.

“Projects” means the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services for the City of Westfield, Indiana, located within the Allocation Area as established by the Redevelopment Commission.

“Projects Site” means the location of the fiber optic cable in the City of Westfield, Indiana, all as described in the Financing Agreement.

“Qualified Investments” shall mean any of the following to the extent permitted by law: (i) Government Obligations; (ii) money market funds, which may be funds of the Trustee, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated at the time of purchase “AAAm-G or higher by Standards & Poor’s Ratings Service, Inc. and/or “Aaa” by Moody’s Investors Service, Inc.; (iii) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, Government National Mortgage Association, Maritime Administration and Farm Credit Banks; (iv) certificates of deposit, savings accounts, deposit accounts or depository receipts of a bank, savings and loan associations and mutual savings banks, including the Trustee, each fully insured by the Federal Deposit Insurance Corporation; (v) bankers’ acceptances or certificates of deposit of commercial banks or savings and loan associations, including the Trustee, which mature not more than one year after the date of purchase; provided the banks or savings and loan associations (as opposed to their holding companies) are rated for unsecured debt at the time of purchase of the investments in the single highest full classification established by Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Service, Inc.; (vi) commercial paper rated at the time of purchase in the single highest full classification by Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Service, Inc. and which matures

not more than 270 days after the date of purchase (including the Trustee and its affiliates); (vii) any guaranteed investment contract or investment agreement of a financial institution which is rated in one of the two highest rating categories by Standard & Poor's Ratings Services; (vii) or U.S. dollar denominated deposit's constituting and obligation of a bank, as defined by the Indiana Banking Act (including the Trustee and its affiliates), whose outstanding unsecured long-term issuer rating is rated at the time of such deposit in any of the three highest rating categories by any Rating Agency (Ratings on holding companies are considered as the rating of the bank). and (ix) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i), (iii) or (iv) above; provided, underlying securities are required by the repurchase agreement to be continuously maintained at a market value not less than the amount so invested.

"Record Date" means the fifteenth day of the month immediately preceding any Interest Payment Date.

"Redevelopment Commission" means the Westfield Redevelopment Commission.

"Requisite Bondholders" means the holders of 66-2/3% in aggregate principal amount of Bonds.

"State" means the State of Indiana.

"TIF Revenues" means the property tax proceeds received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted by the Redevelopment Commission on February 9, 2015 (the "Pledge"), from the assessed valuation of depreciable personal property of the Company in the Allocation Area, in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Indenture.

"Trustee" means _____, a [national bank association duly organized under the laws of the United States] and authorized to accept and execute trusts of the character herein, having a corporate trust office in the city of Indianapolis, Indiana, as trustee, and any successor trustee or co-trustee.

"Trust Estate" shall have the meaning ascribed to such term in the Granting Clauses of this Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(2) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(3) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(5) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(6) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Disbursement Request Form

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$2,500,000.

Section 2.2. Issuance of the Bonds. The Bonds shall be designated “City of Westfield, Indiana, Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project),” and lettered and numbered 2015RA-1 and upward. The Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of \$1,000 or integral multiples thereof. Interest on Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee, as registrar for the Bonds, notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date. Payment of interest to the holders of all Bonds shall be by check drawn on the main office of the Trustee and mailed to such holder of the Bonds one business day prior to each Interest Payment Date. The Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months. The interest on the Bonds shall be payable on each February 1 and August 1 commencing August 1, 2018.

The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date.

The Bonds shall mature on the following dates in the following amounts and at the following interest rates:

<u>Payment Date</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>
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The Bonds may be issued as one or more term bonds.

Section 2.3. Payment on the Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable at the principal corporate trust office of the Trustee. All payments of interest on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee, as registrar for the Bonds. Each registered owner of \$2,500,000 or more in principal amount of Bonds shall be entitled to

receive interest payments by wire transfer by providing written wire instructions to the Trustee before the Record Date for such payment.

Section 2.4. Execution: Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of said Bonds. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.5. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the form hereinafter set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.6. Form of the Bonds. The Bonds issued under this Indenture shall be substantially in the form set forth below with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee:

(Form of Bond)

UNITED STATES OF AMERICA

2015RA-1

CITY OF WESTFIELD, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2015
(METRO FIBERNET PROJECT)

INTEREST
RATE

MATURITY
DATE

ORIGINAL
DATE

AUTHENTICATION
DATE

PRINCIPAL AMOUNT: \$2,500,000

REGISTERED OWNER:

The City of Westfield, Indiana (the “Issuer”), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments of TIF Revenues hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date or such lesser amount as has been advanced and remains unpaid on the Maturity Date specified above, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof in like money, but solely from said payments, at the Interest Rate specified above per annum payable on August 1, 2018, and on each February 1 and August 1 thereafter (each an “Interest Payment Date”) until the Principal Amount is paid in full. Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof (the “Interest Date”), except that: (i) if this Bond is authenticated on or prior to July 15, 2018, the Interest Date shall be the Original Date specified above; (ii) if this Bond is authenticated on or after the fifteenth day of the calendar month immediately preceding an Interest Payment Date (the “Record Date”), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The proceeds of this Bond or credits related thereto may be advanced from time to time at the request of Metro FiberNet, LLC (the “Borrower”). As advances are made or credits given in the form of approved expenditures on the Projects, the unpaid principal amount of this Note shall be the total amounts advanced or credited by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit A hereto. The principal amounts advanced or given as credits toward an advance shall be evidenced by the execution by the Borrower of a Disbursement Request in form and substance satisfactory to the Issuer and Registered Owner.

The principal of this Bond is payable at the office of [Trustee], as trustee (the “Trustee”), in [Indianapolis], Indiana, or at the principal office of any successor trustee. All payments of interest hereon will be made by the Trustee by check mailed one business day prior to each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date. Each registered owner of \$2,500,000 or more in principal amount of Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Trustee before the Record Date for such payment.

This Bond is one of the Issuer’s Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) (hereinbefore and hereinafter the “Bonds”) which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$2,500,000. The Bonds are being issued for the purpose of providing funds to finance a portion of the cost of the construction by Metro FiberNet LLC (the “Company”) of facilities to

house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services for the City of Westfield, Indiana, located within the Allocation Area as established by the Redevelopment Commission (the “Projects”) by providing such funds to the Company pursuant to the Financing Agreement, dated as of February 1, 2015 (the “Financing Agreement”) between the Company and the Issuer, which prescribes the terms and conditions under which the Company shall use such proceeds for the Projects.

The Bonds are issued under and entitled to the security of a Trust Indenture dated as of February 1, 2015 (hereinafter referred to as the “Indenture”) duly executed and delivered by the Issuer to [Trustee], as trustee (the term “Trustee” where used herein referring to said Trustee or its successors), pursuant to which Indenture, the TIF Revenues (as defined in the Indenture) are pledged and assigned by the Issuer to the Trustee as security for the Bonds. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code, Title 36, Article 7, Chapters 11.9 and 12 (the “Act”), and by appropriate action duly taken by the Issuer which authorizes the execution and delivery of the Indenture. The Bonds have been issued in conformity with the provisions, restrictions and limitations of the Act.

The Westfield Redevelopment Commission (the “Redevelopment Commission”) has pledged the TIF Revenues (as defined in the Indenture) to the payment of the Bonds.

The Bonds are issuable in registered form without coupons in the denominations of \$1,000 or integral multiples thereof. This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are redeemable at the option of the Issuer at the direction of the Company on any date, upon fifteen (15) days’ notice, in whole or in part, in order of maturity determined by Issuer and by lot within maturities, at face value, plus accrued interest to the date fixed for redemption.

The Bonds maturing on August 1, 2040 are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Date</u>	<u>Amount</u>
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If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on this Bond. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or

employee of the Westfield Economic Development Commission (the “Economic Development Commission”), the Westfield Redevelopment Commission (the “Redevelopment Commission”) or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Bond exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by the Issuer.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(Seal)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

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

[Trustee], as Trustee

By _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____
_____ (Please Print or Typewrite Name and Address) the within Series ____ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association of a recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within the Bonds in every particular, without alteration or enlargement or any change whatever.

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

UNIF TRAN MIN ACT -- _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common
JT TEN -- as joint tenants with right of survivorship and not as
tenants in common

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

Exhibit A

**SCHEDULE OF OUTSTANDING BALANCE OF
CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2015
(METRO FIBERNET PROJECT)**

<u>Date</u>	<u>Disbursement Request Number</u>	<u>Principal Amount Paid</u>	<u>Amount of Advance</u>		<u>Outstanding Balance</u>
	1				

(End of Bond Form)

Section 2.7. Delivery of Bonds. The Trustee shall authenticate the Bonds and deliver them to the purchasers thereof upon receipt of a copy, duly certified by the Clerk-Treasurer of the Issuer, of the Bond Ordinance authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Bonds, and delivery of the following.

- (1) An executed counterpart of the Financing Agreement and this Indenture.
- (2) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Bonds in the Authorized Amount to the purchasers thereof.
- (3) Such other documents as shall be required by bond counsel or the Issuer.

The proceeds of the Bonds shall be paid over to the Trustee and deposited to the Project Fund as hereinafter provided under Section 3.1 hereof.

Section 2.8. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, then, in the absence of notice to the Trustee that such Certificate has been acquired by a bona fide purchaser, the Issuer, through the Trustee, may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

In the event any such Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee; together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.8 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.9. Registration and Exchange of Bonds: Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due

authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond. The costs of such transfer or exchange shall be borne by the Issuer. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Bond without coupons, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF THE BOND PROCEEDS

Section 3.1. Deposit of Bond Funds. The Issuer shall deposit all proceeds from the sale of the Bonds in a separate fund to be known as the “City of Westfield, Indiana--Metro FiberNet Project Fund.” Disbursements from the Project Fund will be used to pay for costs of the Projects and costs of issuing the Bonds, and are to be made in accordance with the provisions of Article IV of this Indenture.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of the Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The Redevelopment Commission has pledged the TIF Revenues to the payment of the Bonds.

Section 4.2. Bond Fund.

(a) The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the “City of Westfield, Indiana—Metro FiberNet Project Bond Fund” (the “Bond Fund”). Money in the Bond Fund shall be applied as provided in this Section 4.2.

(b) There shall be deposited in the Bond Fund, as and when received, all of the TIF Revenues available, first to pay any interest due and outstanding, and then to pay as much principal as possible due on the Bonds on the next February 1 or August 1, plus Trustee fees coming due within the next six (6) months with respect to the Bonds. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all of the revenues and receipts derived from the TIF Revenues, promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable together with such Trustee fees. Nothing herein should be construed as requiring the Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the TIF Revenues.

(c) The Clerk-Treasurer of the Issuer shall set aside immediately upon receipt the TIF Revenues into the Allocation Fund and transfer such TIF Revenues to the Trustee for application in accordance with this Indenture. The Trustee is hereby directed to deposit the TIF Revenues into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.4. Moneys in the Bond Fund shall be used by the Trustee to pay the interest on and principal of the Bonds as the same becomes due together with the Trustee fees described in subsection (a).

Section 4.3. Project Fund. The Issuer shall maintain the Project Fund in the custody of the Trustee, to the credit of which deposits are to be made as required by the provisions of Section 3.1 hereof.

(a) Moneys held in the Project Fund representing proceeds of the sale of the Bonds shall be disbursed by the Trustee in accordance with the provisions of this Section 4.3 to pay the costs of the Projects, including the issuance costs of the Bonds. Subject to the provisions below and to any applicable representations, warranties and covenants contained in the Indenture or the Financing Agreement, disbursements from the Project Fund shall be made only to pay (or to reimburse the Company for payment of) costs of the Projects, as the case may be, as follows:

(1) Costs incurred directly or indirectly for or in connection with the acquisition, construction, expansion, equipping, installation or improvement of the Projects, as the case may be, including: costs incurred with respect to preliminary planning and studies; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(2) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Projects, as the case may be;

(3) Financial, legal, accounting, charges and expenses, and all other fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds, including, without limitation, the fees and expenses of the Issuer, Issuer's Counsel, Bond Counsel, Company's Counsel, Financial Advisor to the Issuer, and the Trustee (the "Costs of Issuance"); and

(4) Any other incidental and necessary costs, expenses, fees and charges relating to the acquisition, construction, expansion, equipping, installation or improvement of the Projects, as the case may be.

Promptly after the proceeds from the sale of the Bonds are deposited into the Project Fund, the Trustee shall pay the Costs of Issuance from such funds.

Any further disbursements from the Project Fund described above to pay such fees, costs or expenses or to reimburse the Company for the payment of such fees, costs or expenses, other than Costs of Issuance, shall be made by the Trustee only upon the written order of the Company. Each such written order shall be in the form of the disbursement request attached hereto as Exhibit A and shall be consecutively numbered and accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested.

(b) The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested by the Company or the Issuer, the Trustee shall file copies of the records pertaining to the Project Fund and all disbursements from such fund with the Issuer and the Company.

(c) If, after payment of all costs of the Project requested by the Company, there shall remain any balance of moneys in the Project Fund, the Issuer shall transfer all moneys then in such Project Fund to the Bond Fund.

Section 4.4. TIF Revenues. On or before each January 15 and July 15, commencing July 15, 2018, the Trustee shall deposit to the Bond Fund all of the TIF Revenues, for the payment of the principal of and interest on the Bonds on the immediately succeeding August 1 or February 1 (taking into consideration any amounts currently deposited therein) together with Trustee fees coming due within the next six (6) months. Any remaining TIF Revenues shall be applied by the Trustee as follows: (a) first, to pay any overdue principal and interest on outstanding Bonds, with interest continuing to accrue on such overdue amounts at the stated rate on such Bonds until paid, and (b) second, to redeem outstanding Bonds in accordance with Section 5.1 hereof or to be held as additional reserves for payment of debt service on the Bonds, as directed by the Company.

Section 4.5. Rebate Fund. [RESERVED]

Section 4.6. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.6 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices--Optional Redemption. The Bonds are redeemable at the option of the Issuer at the direction of the Company on any date, upon fifteen (15) days' notice, in whole or in part, in order of maturity determined by Issuer and by lot within maturities, at face value, plus accrued interest to the date fixed for redemption.

If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed.

Section 5.2. Notice of Redemption. In the case of redemption of Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify, in the event of a partial redemption, the Bond numbers and called amounts of each Bond, the redemption date, redemption price, interest rate, maturity date and the name and address of the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Bond shall not affect the validity of any proceedings for the redemption of other Bonds.

On and after the redemption date specified in the aforesaid notice, such Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All Bonds which have been redeemed in whole shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond until such Bond shall

have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Issuer. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable; exhaust the moneys available therefor.

If less than the entire principal amount of any registered Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Bond shall forthwith surrender such Bond to the Trustee in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of and interest on the Bonds are payable solely and only from the TIF Revenues, which payments are specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the Issuer, the State of Indiana, or of any political subdivision or taxing authority thereof, but are special limited obligations of the Issuer and are payable solely and only from the TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds, Company Notes or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, pledge the TIF Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.3. Filing of Indenture and Security Instruments. The Issuer shall cause this Indenture and all supplements thereto as well as such other security instruments,

financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder.

Section 6.4. List of Bondholders. The Trustee will keep on file at the principal office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.5. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement (except the rights reserved to the Issuer therein) for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.6. Investment of Funds. With respect to any moneys held by the Trustee under any Fund established hereunder, the Company and the Issuer agree that all moneys in the Project Fund established by this Indenture may, at the written direction of the Company, be invested in Qualified Investments, and all moneys in any other Fund established by this Indenture may, at the written direction of the Issuer, be invested in Qualified Investments to the extent permitted by law. In the absence of such direction from the Company or Issuer, as the case may be, the Trustee is hereby directed by the Issuer to invest such amounts in investments meeting the requirements of clause (ii) of the definition of Qualified Investments. With respect to any moneys held by the Issuer under any Fund established by this Indenture, the Issuer may invest such moneys in Qualified Investments as it deems appropriate. Investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys to pay the principal of and interest on the Bonds by redemption or otherwise. All income derived from the investment of moneys on deposit in such Fund shall be deposited in or credited to and any loss resulting from such investment will be charged to the corresponding Fund from which such investment was made.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for investments. Neither the Trustee nor the Issuer shall be liable or responsible for any loss resulting from any investment. All such investments shall be held by or under the control of the Trustee or the Issuer, as applicable, and any income resulting therefrom shall be applied in the manner specified in this Indenture.

Section 6.7. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Trustee for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Trustee to hold such funds for four (4) years without liability for interest thereon; for the benefit of the holder of such Bond, who

shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by Trustee to the Issuer and thereafter Bondholders shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable; or

(b) any event of default as defined in Section 6.1 of the Financing Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected TIF Revenues as required by Article 4 of this Indenture.

Section 7.2. Remedies: Rights of Bondholders.

(i) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Bonds then outstanding, and to enforce any obligations of the Issuer hereunder.

(ii) Upon the occurrence of an event of default, and if directed so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.3. Right of Bondholders to Direct Proceedings. The Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereof, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Issuer or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the

holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.5. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.6. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the Requisite Bondholders shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.7. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of

principal or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived without the consent of all Bondholders (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default (including extraordinary services) shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such

authority or consent is the owner of any Bonds, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Projects, and to take such memoranda from and in regard thereto as may be desired.

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

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates,

opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

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

(m) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 8.2. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services and, in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith (including without limitation attorney's fees and expenses); provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest on or principal of any Bond for the foregoing advances, fees, costs and expenses incurred.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the reasonable judgment of the Trustee and its counsel has a

substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(k), shall do so if requested in writing by the Requisite Bondholders. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or Bank, having a reported capital and surplus of not less than Fifty Million Dollars (\$50,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and

thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture; as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds;
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute; or
- (f) To achieve compliance with this Indenture with any applicable federal securities or tax law.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds the holders of

which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) a privilege or priority of any Bond over any other Bonds, or (f) deprive the owners of any Bonds then outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Company, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments etc., to Financing Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Company, and in accordance with Section 8.1 of the Financing Agreement, shall, without the consent of or notice to the Bondholders; consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission therein, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments etc., to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as provided in Section 9.2 hereof.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Company, as conclusive evidence that any such proposed amendment complies with the provisions of this Indenture and Financing Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in the Project Fund and shall assign and deliver to the Issuer any moneys and investments held in any other Fund under this Indenture when:

- (a) all fees and expenses of the Trustee shall have been paid;
- (b) the Issuer shall have performed all of its covenants and promises in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Issuer, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Section 11.2. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Trustee, to the persons entitled thereto, of the principal and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.3. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the Issuer shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing

any such agent and of the ownership of Bonds; if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

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

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, Bank or Bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or Bank or to such Banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a Bank, Bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bonds until the Trustee shall have received notice in writing to the contrary.

Section 11.4. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.5. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect: the remaining portions of this Indenture, or any part thereof.

Section 11.6. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Company:	Metro FiberNet LLC Attention: Tax Department 8829 Bond Street Overland Park, KS 66214
To the Issuer:	City of Westfield, Indiana Attention: Mayor 130 Penn St. Westfield, IN 46074
With a Copy To:	City of Westfield, Indiana Attention: Clerk-Treasurer 130 Penn St. Westfield, IN 46074
To the Trustee:	[Trustee] Attention: _____ _____ _____

Section 11.7. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.9. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys; employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.10. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

(End of Article XI)

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, [Trustee] has caused these presents to be signed in its name and behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

Attest:

Clerk-Treasurer

SEAL:

[TRUSTEE],
as Trustee

By: _____

Printed: _____

Title: _____

Attest:

By: _____

Printed: _____

Title: _____

[SIGNATURE PAGE OF THE TRUST INDENTURE]

EXHIBIT A

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM
PROJECT FUND PURSUANT TO SECTION 4.3 OF THE TRUST INDENTURE
BETWEEN THE CITY OF WESTFIELD, INDIANA AND [TRUSTEE]
AND SECTION 3.7 OF THE FINANCING AGREEMENT BETWEEN
THE CITY OF WESTFIELD, INDIANA
AND METRO FIBERNET LLC

Pursuant to Section 4.3 of the Trust Indenture (the “Indenture”) dated as of February 1, 2015, between the City of Westfield, Indiana (the “Issuer”) and [Trustee] (the “Trustee”) and Section 3.7 of the Financing Agreement (the “Agreement”) between the Issuer and Metro FiberNet LLC (the “Company”), dated as of February 1, 2015, the undersigned, as the Authorized Representative (as defined in the Indenture) of the Company, hereby requests and authorizes the Trustee, as depository of the Project Fund created by and as defined in the Indenture to pay to the Company or to the person(s) listed on the Disbursement Schedule attached hereto out of the moneys on deposit in the Project Fund the aggregate sum of \$_____, to pay such person(s) or to reimburse the Company in full, as indicated in the Disbursement Schedule, for advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Indenture and the Agreement and none of those items has formed the basis for any disbursement heretofore made from the Project Fund;

(b) Each such item is or was necessary in connection with the acquisition, construction, equipping, installation or improvement of the property comprising the Projects, as defined in the Indenture;

(c) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Company of each disbursement hereby requested and authorized.

IN WITNESS WHEREOF, the authorized representative of the Company
has set his hand as of the _____ day of _____, 20_____.

METRO FIBERNET LLC, an Indiana limited
liability company

By: _____

Printed: _____

Its: _____

FINANCING AGREEMENT

BETWEEN

METRO FIBERNET, LLC

AND

CITY OF WESTFIELD, INDIANA

Dated as of February 1, 2015

Certain of the rights of the Issuer hereunder have been assigned to [Trustee], as trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of February 1, 2015 (the “Financing Agreement”) between METRO FIBERNET, LLC, an Indiana limited liability company (the “Company”), and the CITY OF WESTFIELD, INDIANA (the “Issuer” or “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1, the Westfield Economic Development Commission held a public hearing and the Issuer, upon finding that the Projects (as defined herein) and the proposed financing of the acquisition, construction, equipping, installation and improvement thereof will retain employment opportunities in the City; will benefit the health and general welfare of the citizens of the City; will comply with the purposes and provisions of the Act, and adopted a resolution approving the proposed financing; and

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount of \$2,500,000, pursuant to the Trust Indenture dated as of February 1, 2015 from the Issuer to [Trustee], as trustee, and intends to provide the proceeds of the Bonds pursuant to the provisions of this Financing Agreement to the Company to finance the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services to the City of Westfield, Indiana (the “Projects”); and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the Issuer of its Bonds; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement as security for the Bonds. The Bonds issued under the Indenture will be payable solely from tax increment revenues of the Issuer’s Redevelopment Commission located in a designated area known as the “Gigabit Broadband Allocation Area.”

In consideration of the premises, the transfer of certain infrastructure to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Indenture. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Allocation Area” means the Gigabit Broadband Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental *ad valorem* depreciable personal property taxes of the Company levied and collected in such allocation area.

“Bond Fund” means the City of Westfield, Indiana—Metro FiberNet Project, Bond Fund established by Section 4.2 of the Indenture.

“Bonds” means the Series 2015 Bonds.

“City” means the City of Westfield, Indiana.

“Company” means Metro FiberNet, LLC, or any successors thereto permitted under Section 9.4 hereof.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any agency or instrumentally thereof when such obligations are backed by the full faith and credit of the United States of America.

“Indenture” means the Trust Indenture dated as of February 1, 2015, between the Issuer and the Trustee and all amendments and supplements thereto.

“Issuer” means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Projects” means the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services to the City of Westfield, Indiana, all located within the Allocation Area.

“Project Fund” means the Project Fund for the Bonds established in Section 4.3 of the Indenture.

“Redevelopment Commission” means the Westfield Redevelopment Commission.

“Series 2015 Bondholder” or “owner of a Series 2015 Bond” or any similar term means the owner of a Series 2015 Bond.

“Series 2015 Bonds” means the City of Westfield, Indiana, Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount not to exceed \$2,500,000.

“State” means the State of Indiana.

“TIF Revenues” means the property tax proceeds received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted by the Redevelopment Commission on February 9, 2015 (the “Pledge”), from the assessed valuation of depreciable personal property of the Company in the Allocation Area, in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the Indenture.

“Trustee” means the trustee at the time serving as such under the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Financing Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof and “hereunder” and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Financing Agreement. The Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer shall issue its Bonds in the amount not to exceed \$2,500,000, to provide funds to the Company for the costs associated with the Project, subject to the consideration of the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Bonds, to expand employment opportunities in the City and to benefit the health and general welfare of the citizens of the City, and to secure the Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) It is a Nevada limited liability company validly existing under the laws of Nevada and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The provision of financial assistance to be made available to it under this Financing Agreement from the proceeds of the Bonds and the commitments therefor made by the Issuer have induced the Company to undertake the Projects and such project will increase jobs and employment opportunities within the boundaries of the City.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Operating Agreement or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as set forth in this Financing Agreement and the Indenture.

(d) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the

Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(e) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 8.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 6.1(c) hereof as well as those rights granted to the Issuer under Section 3.6 hereof and Section 4.3 of the Indenture.

Section 3.2. Payment of Principal and Interest/Payment of Taxes. In accordance with the Indenture, the Bonds are payable solely and only from TIF Revenues (to the extent the Company has made property tax payments and there are any TIF Revenues) as pledged to the Issuer by the Redevelopment Commission pursuant to a resolution adopted by the Redevelopment Commission on February 9, 2015. Under no circumstances shall the Company be liable for making any payments due under the Bonds. In accordance with Section 4.4 of the Indenture, the Issuer shall transfer to the Trustee for deposit in the Series 2015 Bond Fund (as defined in the Indenture), on or before each February 1 and August 1, all of the TIF Revenues available, first to pay any interest due and outstanding, and then to pay as much principal as possible due on the Bonds on the next February 1 or August 1, together with Trustee fees as described in the Indenture.

Section 3.3. Maintenance of Existence. The Company agrees that it will maintain its existence as a limited liability company, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other corporations to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.

Section 3.4. Company Duties Under Indenture. The Company agrees to perform all matters provided by the Indenture to be performed by the Company and to comply with all provisions of the Indenture applicable to the Company.

Section 3.5. Indemnity The Company will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all third party liabilities, losses, damages, costs, expenses, causes of actions, suits, claims, demands and judgments of any nature directly arising from or directly relating to :

(a) Any material violation by the Company of any material agreement or material condition of this Financing Agreement or the Indenture;

(b) Any material violation of any material contract, agreement or restriction by the Company relating to the Projects, or a part thereof;

(c) Any material violation of any material law, ordinance or regulation by the Company arising out of the ownership, occupancy or use of the Projects, or a part thereof;

(d) Any negligent act, failure to act, or material misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees; and

(e) The provision of any material information or certification furnished by the Company to the Bondholders in connection with the issuance and sale of the Bonds or the Projects.

The Company hereby further agrees to indemnify and hold harmless the Trustee from and against any and all third party costs, claims, liabilities, losses or damages whatsoever, asserted or directly arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the negligence or misconduct of the Trustee. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Bonds are outstanding.

The foregoing shall not be construed to prohibit the Company from pursuing its remedies against either the Issuer or the Trustee for damages to the Company resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Expenses of Issuance of Bonds. The Issuer shall pay from the proceeds of the Bonds and from no other source, the costs of issuance of the Bonds.

Section 3.7. Completion and Use of Projects.

(a) Company agrees that it will, within 18 months of the closing of the Bonds, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power, subject the economic feasibility of obtaining right of way, pole attachment and other third party rights in accordance with the Company's business model, which may be requisite or proper, all for the acquisition, construction, expansion, equipping and improvement of the Projects and, upon completion, the Company will operate and maintain the Projects in such manner as reasonably within Company's power so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and directed to make payments from the Project Fund to pay for Projects, or to reimburse Company for any costs of the Project, and to pay the Costs of Issuance for the Bonds. The Company agrees to direct such requisitions to the Trustee as may be necessary to effect

payments out of the Project Fund, as the case may be, for costs of the Projects in accordance with Section 4.3 of the Indenture and this Section 3.7.

(c) The Company shall provide a final order certificate with respect to the Project in the manner provided in Section 4.3(a) of the Indenture and any moneys remaining in the Project Fund after completion of the Projects shall be transferred and applied in the manner therein provided.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following:

(a) All reasonable fees, charges and expenses of the Trustee incurred under the Indenture, as and when the same become due to the extent TIF Revenues are not available, provided that the Company shall be reimbursed for such fees if TIF Revenues later become available.

(b) All reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption and payment of Bonds to the extent TIF Revenues are not available, provided that the Company shall be reimbursed for such fees if TIF Revenues later become available.

(c) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the Financing Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Company may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

(End of Article III)

ARTICLE IV

[RESERVED]

(End of Article IV)

ARTICLE V

[RESERVED]

(End of Article V)

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 6.1. Events of Default.

(a) It shall be an Event of Default upon the failure of the Company to perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Company, unless the Requisite Bondholders shall have consented thereto.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 6.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. It is agreed that the holders of all of the Bonds outstanding at any time may direct the Trustee, and the Trustee shall abide by such direction, with regard to the remedy or remedies to be pursued hereunder or under the Indenture. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Company will have completely cured such default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Company. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations as set forth in Section 2.2 hereof, or a breach of the covenants of the Company set forth in Section 3.7 or 3.8 hereof, or the filing of a voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code, or proceeding under any other applicable laws concerning insolvency, reorganization or bankruptcy by or against the Company (collectively, the “Company’s Insolvency”), the Issuer may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance. With the exclusion of a Chapter 11 filing under the United States Bankruptcy Code, the Company agrees that in the event of the Company’s Insolvency, it shall first offer for sale at fair market value (which value shall be determined by the average of two qualified appraisers, with one appraiser appointed by the Company and one appraiser appointed by the Issuer) of any and all assets of the Company to the Issuer, subject to all applicable laws, liens, easements and rights of creditors and the bankruptcy trustee, if any. Within thirty (30) days, the Issuer shall determine to exercise its option for such purchase and make payment therefor to the Company, and if it has not made such a determination and tendered such payment within said thirty (30) days, such offer for sale by the Company shall be void.

Section 6.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 6.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

(End of Article VI)

ARTICLE VII

IMMUNITY

Section 7.1. Extent of Covenants of the Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Indenture or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Section 7.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the TIF Revenues and the other revenues and income derived under this Financing Agreement and as otherwise provided under this Financing Agreement and the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article VII)

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 8.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VIII)

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 9.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Company and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Westfield, Indiana Attention: Mayor 130 N. Penn St. Westfield, IN 46074
With a Copy To:	City of Westfield, Indiana Attention: Clerk-Treasurer 130 N. Penn St. Westfield, IN 46074
To the Company:	Metro Fibernet, LLC Attention: Legal Department 8837 Bond Street Overland Park, KS 66214

Section 9.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this Financing Agreement

without the consent of the Bondholders or the Issuer, which may be withheld in their absolute discretion.

Section 9.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Financing Agreement to be executed in their respective names, and the Issuer and the Company have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

“THE COMPANY”

METRO FIBERNET, LLC

By: _____

Printed: _____

Title: _____

“THE ISSUER”

CITY OF WESTFIELD, INDIANA

Mayor

Attest:

Clerk-Treasurer

[SIGNATURE PAGE OF THE FINANCING AGREEMENT]

RESOLUTION NUMBER 15-102

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA REGARDING THE DESIGNATION OF AN ECONOMIC REVITALIZATION AREA

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

WHEREAS, pursuant to the Act, the Council may find that a particular area within the jurisdiction of the City is an Economic Revitalization Area and may by adoption of a resolution declare such area to be an Economic Revitalization Area which resolution must be confirmed, modified, or rescinded; and

WHEREAS, the Council desires to declare the area commonly known as 1122 East 169th Street, Westfield, Indiana more particularly described in Exhibit A (the "Area") attached hereto and made a part hereof which Area is also shown on the map attached hereto as Exhibit B and made a part hereof as an Economic Revitalization Area in which property owners and lessees making application to the City pursuant to the Act subsequently approved by this Council pursuant to the Act may receive real property tax abatement and/or personal property tax abatement pursuant to the applicable procedures of the Act.

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

SECTION I. The Area is located within the corporate boundaries of the City.

SECTION II. The Area is hereby declared to be an Economic Revitalization Area as defined in the Act.

SECTION III. A public hearing shall be held at the time and place of the regular meeting of the Council on February 9th, 2015 at 7:00 P.M. at the Westfield City Hall, 130 Penn Street, Westfield, Indiana. The Council shall publish or cause to be published, pursuant to the Act, notice (the "Notice") of the adoption and substance of this Resolution in accordance with I.C. 5-3-1 one (1) time at least ten (10) days before the date of the public hearing on this matter (the "Public Hearing"), which Notice shall state the date and time for the Public Hearing, that the Council will hear all remonstrance's and objections from interested persons at the Public Hearing, that at the conclusion of the Public Hearing the Council may take final action

on the proposed designation determining whether the qualifications for an economic revitalization area have been met and confirming, modifying, or rescinding this Resolution, and that a copy of this Resolution, including the description of the Area, has been filed with and shall be available for inspection in the office of the Hamilton County Assessor.

SECTION IV. Pursuant to Section 2.5(b) of the Act, a copy of this Resolution shall be filed with the Hamilton County Assessor.

SECTION V. Pursuant to Section 2.5(c) of the Act, the Council shall file a copy of the Notice with each taxing unit that has authority to levy property taxes in the geographic area where the Area is located. Such information shall be filed with the officers of the taxing unit who are authorized to fix budgets, tax rates, and tax levies under I.C. 6 1.1-17-5 at least ten (10) days prior to the date of the Public Hearing.

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

THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS 26th DAY OF JANUARY, 2015.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Chuck Lehman	_____ Chuck Lehman	_____ Chuck Lehman
_____ 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: Andrew P. Murray

I hereby certify that RESOLUTION 15-102 was delivered to the Mayor of Westfield on the _____ day of _____, 2015, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 15-102
This _____ day of _____, 2015

I hereby VETO Resolution 15-102
This _____ day of _____, 2015

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

Prepared By:
Andrew P. Murray, Associate Planner
Economic and Community Development Department
City of Westfield, Indiana

EXHIBIT A

Legal Description of Area

Commonly Known as 1122 East 169th Street, Westfield,
Indiana 46074

EXHIBIT A - LEGAL DESCRIPTION

A part of the North half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana and being more particularly described as follows:

Beginning at a point on the South line of the North half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East a distance of North 86 degrees 56 minutes 26 seconds East 2211.07 feet from the Southwest corner of said half-quarter, said beginning point also being South 86 degrees 56 minutes 26 seconds West 370.95 feet from the centerline of the Chicago, Indianapolis and Louisville Railroad, thence North 00 degrees 26 minutes 00 seconds West and parallel to said railroad centerline a distance of 1325.71 feet to a point on the approximate North line of said half quarter; thence North 86 degrees 43 minutes 39 seconds East over and along said approximate North line a distance of 337.98 feet to a point on the West right-of-way of said railroad, said point also being South 86 degrees 43 minutes 39 seconds West 33.04 feet from the centerline of said railroad; thence South 00 degrees 26 minutes 00 seconds East on and along said West right-of-way a distance of 959.46 feet; thence South 86 degrees 56 minutes 26 seconds West and parallel to the South line of said half quarter a distance of 33.03 feet; thence South 00 degrees 26 minutes 00 seconds East and parallel to railroad centerline a distance of 367.50 feet to a point on the South line of said half-quarter said point also being South 86 degrees 56 minutes 26 seconds West 66.07 feet from the centerline of said railroad; thence South 86 degrees 56 minutes 26 seconds West over and along said South line a distance of 304.88 feet to the place of beginning.

ALSO:

A part of the North half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana and being more particularly described as follows:

Commencing at a point on the South line of the North half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East a distance of North 86 degrees 56 minutes 26 seconds East 2211.07 feet from the Southwest corner of said half-quarter, said beginning point also being South 86 degrees 56 minutes 26

EXHIBIT A - CONT'D

seconds West 370.95 feet from the centerline of the Chicago, Indianapolis and Louisville Railroad, thence North 00 degrees 26 minutes 00 seconds West and parallel to said Railroad centerline a distance of 1325.71 feet to a point on the approximate North line of said half-quarter, thence North 86 degrees 43 minutes 39 seconds East over and along said approximate North line a distance of 337.98 feet to a point on the West right of way line of said railroad, said point also being South 86 degrees 43 minutes 39 seconds West 33.04 feet from the centerline of said railroad, thence South 00 degrees 26 minutes 00 seconds East on and along said West right of way line a distance of 959.46 feet to the point of beginning, thence South 86 degrees 56 minutes 26 seconds West and parallel to the South line of said half-quarter a distance of 33.03 feet, thence South 00 degrees 26 minutes 00 seconds East and parallel to railroad centerline a distance of 367.50 feet to a point on the South line of said half-quarter North 86 degrees 56 minutes 26 seconds East 33.03 feet thence North 00 degrees 26 minutes 00 seconds East and parallel to railroad centerline a distance of 367.50 feet to the point of beginning.

EXHIBIT B



Location Map Resolution 15-102 & Resolution 15-103



Location Map

 Site



Location Map
Resolution 15-102 & Resolution 15-103



Location Map

 Site



RESOLUTION 15-105

Resolution of the City of Westfield Regarding Westfield Washington Schools

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 fiscal integrity of the City and cooperate with the and maximize efficiency of the City’s efforts by cooperation and collaboration with other taxing units of government when possible; and,

WHEREAS, the Council has adopted a Joint Resolution with the Westfield-Washington Schools (“Schools”) that is in the best interests of the citizens of the City the Schools as well as the people of Washington Township.

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

- Section 1.** That the School has adopted Resolution 2014-03 and the City Resolution 14-102 detailing the agreement between the Parties.
- Section 2.** That the Council now finds that the conditions precedent for the City to release the _____.00 has been substantially completed and that the Clerk-treasurer is hereby authorized to release said funds to the School.
- Section 3.** This Resolution shall be in full force and effect immediately.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2015.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ 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 15-105 was delivered to the Mayor of Westfield
on the _____ day of _____, 2015, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 15-105

this _____ day of _____,
2015.

J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 15-105

this _____ day of _____,
2015

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

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

RESOLUTION 15-106

A RESOLUTION OF THE CITY OF WESTFIELD AUTHORIZING CHARGE OFFS

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 and operate the various departments of the City and to undertake all due efforts to collect fees for the services rendered by the City; and,

WHEREAS, despite all due efforts, certain amounts cannot be collected and must be accounted for to maintain the utmost fiscal integrity in the funds.

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

- Section 1.** That the Council has been advised of the efforts undertaken to collect all accounts due and owing to the various departments of the City of Westfield and find that certain ones are delinquent despite all due efforts to collect them.
- Section 2.** That the accounts outlined and described by Exhibit “A” are hereby found to be uncollectable at this time and the Council authorizes that they be charged off. Any amounts collected from this time forward shall be deposited in the regular course of business and the responsible entity properly credited.
- Section 3.** This Resolution shall be in full force and effect immediately.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2015.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Jim Ake	_____ Jim Ake	_____ Jim Ake
_____ Steven Hoover	_____ Steven Hoover	_____ Steven Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ 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 15-106 was delivered to the Mayor of Westfield
on the _____ day of _____, 2015, at _____ m.

Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE **RESOLUTION** 15-106 I hereby VETO **RESOLUTION** 15-106
this _____ day of _____, 2015. this _____ day of _____, 2015.

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

Exhibit A

Closed Accounts with Credits less than \$5.00

Account number	Service address	Current balance
110098		(\$4.92)
102906		(\$4.48)
114263		(\$4.25)
102582		(\$4.25)
115003		(\$4.25)
111692		(\$4.25)
111693		(\$4.25)
119670		(\$4.25)
105112		(\$4.11)
102687		(\$4.07)
107641		(\$4.07)
119296		(\$3.97)
119646		(\$3.69)
106516		(\$3.66)
114902		(\$3.55)
109096		(\$3.52)
107235		(\$2.86)
118732		(\$2.83)
118770		(\$2.31)
116637		(\$2.28)
101506		(\$2.20)
118061		(\$1.83)
117771		(\$1.83)
113728		(\$1.78)
116366		(\$1.78)
111885		(\$1.78)
108884		(\$1.78)
106999		(\$1.65)
115815		(\$1.60)
101233		(\$1.60)
109675		(\$1.53)
113853		(\$1.51)
117032		(\$1.51)
110761		(\$1.50)
119222		(\$1.43)
107018		(\$1.43)
118668		(\$1.42)
112660		(\$1.33)
103533		(\$1.28)
112757		(\$1.28)
103628		(\$0.97)
113837		(\$0.96)
108253		(\$0.96)
118909		(\$0.82)
118903		(\$0.82)

Exhibit A

103061		(\$0.78)
111846		(\$0.78)
104134		(\$0.73)
102080		(\$0.73)
107832		(\$0.64)
116024		(\$0.59)
117134		(\$0.58)
115714		(\$0.55)
116146		(\$0.48)
111841		(\$0.46)
115299		(\$0.35)
101754		(\$0.23)
117605		(\$0.21)
110784		(\$0.13)
106442		(\$0.08)
116673		(\$0.04)
115391		(\$0.01)
107515		(\$0.01)
109218		(\$0.01)
Total Write offs needed		(\$119.79)

Exhibit A

Closed Accounts- Less than \$5.00 write off

Account name	Account number	Service address	Current balance
	118383		\$0.91
	100855		\$0.36
	118418		\$1.68
	118457		\$2.36
	114765		\$1.37
	118734		\$1.44
	112222		\$3.20
	117881		\$4.57
	118398		\$0.91
	118430		\$1.10
	118527		\$0.91
	118528		\$1.55
	118529		\$1.55
	118530		\$1.55
	108453		\$2.19
Total			\$25.65

RESOLUTION 14-102

Government Finance Joint Resolution between the City of Westfield and Westfield Washington School

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 fiscal integrity of the City and cooperate with the and maximize efficiency of the City's efforts by cooperation and collaboration with other taxing units of government when possible; and,

WHEREAS, the Council has been presented with a proposed Joint Resolution that purports to be in the best interests of the citizens of the City as well as the people of Washington Township.

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

Section 1. That the School has adopted Resolution 2014-03 regarding governmental finance initiatives. Said Resolution is attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. That upon review of Exhibit "A" and being duly advised in the relevant issues, the Council does hereby adopt the spirit and contents of the School's Resolution to the extent possible by the Council.

Section 3. This Resolution shall be in full force and effect immediately.

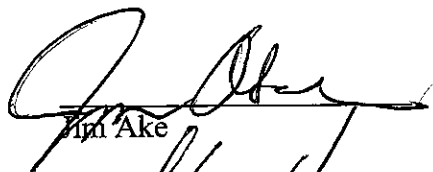
ALL OF WHICH IS RESOLVED THIS 10 DAY OF Feb 2014.

WESTFIELD CITY COUNCIL

Voting For

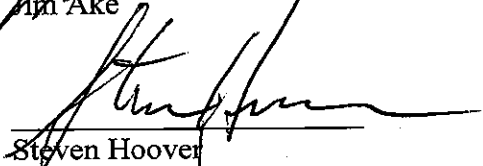
Voting Against

Abstain


Jim Ake

Jim Ake

Jim Ake


Steven Hoover

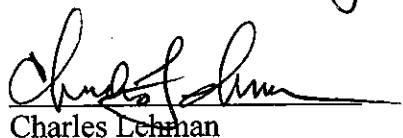
Steven Hoover

Steven Hoover


Robert L. Horkay

Robert L. Horkay

Robert L. Horkay


Charles Lehman

Charles Lehman

Charles Lehman

Robert J. Smith

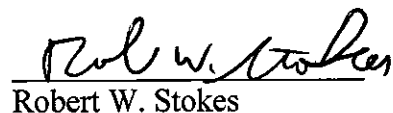
Robert J. Smith

Robert J. Smith


Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric


Robert W. Stokes

Robert W. Stokes

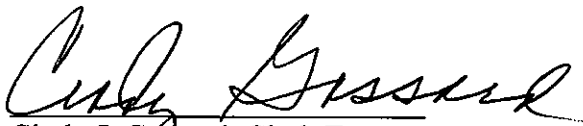
Robert W. Stokes

ATTEST:


Cindy J. Gossard, Clerk Treasurer

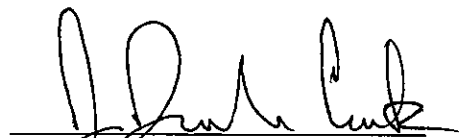
I hereby certify that RESOLUTION 14-102 was delivered to the Mayor of Westfield

on the 11 day of Feb, 2014, at 9:20A m.


Cindy J. Gossard, Clerk Treasurer

I hereby APPROVE RESOLUTION 14-102

this 18 day of Feb,
2014.


J. Andrew Cook, Mayor

I hereby VETO RESOLUTION 14-102

this _____ day of _____,
2014

J. Andrew Cook, Mayor

ATTEST:

Cindy J. Gossard, Clerk Treasurer

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

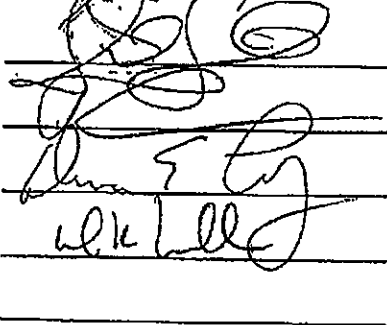
RESOLUTION 2014-03
Government Finance Joint Resolution between the City of Westfield and
Westfield Washington School

Both units of local government enter into this resolution and agree to coordinate, communicate and collaborate on the following government finance initiatives:

- The use of Tax Increment Finance (TIF) as a means to create and sustain economic development and growth.
- Both units resolve and agree the City will release any Tax Increment property tax revenue, equal to existing property tax revenue, from any already existing business that chooses to relocate within the boundaries of a TIF district established by the City Council.
- Both units resolve and agree the City – as statutorily allowed – review the percentage of Tax Increment capture and release such revenue when and where fiscally advantageous for both unit's financial needs and the continuance of economic growth and development.
- Both units resolve and agree to communicate, collaborate, and coordinate the setting of property tax rate each year prior to final submission of DLGF Form 1782.
- Both units resolve and agree the School Corporation will provide a detailed five-year Fiscal Sustainability Plan (renewed annually).

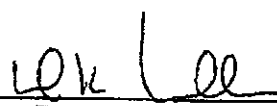
Adopted this 14th day of January 2014.

Those voting Aye



Those voting Nay

ATTEST:



Secretary – Board of School Trustees

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

January 26, 2015

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS
--

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 16 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 26 day of January, 2015

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Administration									
VEN002036	USA Automatic Fire and Security	APP023173	1/13/2015	101001343	ADM-BUILDING	Annual sprinkler alarm exting	358.00		
VEN000931	Ice Miller LLP	APP023175	1/13/2015	101001331	ADM-CONSULTING	Jan retainer and Indiana Rese	5,412.00		
VEN000552	Diana Peyton	APP023179	1/13/2015	101001223	ADM-OFFICE SUPPLIES	Office Supplies Diana	35.00	55869	1/13/2015
VEN000678	Faegre Baker Daniels	APP023181	1/13/2015	101001338	ADM-LEGAL	Sale of water utility for Nov	743.00		
VEN000312	Busy Bee Cleaning Service	APP023182	1/13/2015	101001343	ADM-BUILDING	Office cleaning at City Hall for	372.00		
VEN000849	Hamilton County Treasurer	APP023184	1/13/2015	101001111	ADM-SALARY	2015 YAP interlocal agreeme	43,657.00		
VEN000849	Hamilton County Treasurer	APP023184	1/13/2015	101001119	ADM-HEALTH AND DENTAL	2015 YAP interlocal agreeme	28,067.28		
VEN000849	Hamilton County Treasurer	APP023184	1/13/2015	101001120	ADM-FICA AND MEDICARE	2015 YAP interlocal agreeme	3,339.76		
VEN000849	Hamilton County Treasurer	APP023184	1/13/2015	101001121	ADM-PERF	2015 YAP interlocal agreeme	6,199.29		
VEN000927	IAC	APP023186	1/13/2015	101001350	ADM-SUB/DUES/MEMBERS	2015 IACT dues	5,562.00		
VEN002336	Citizens Westfield	APP023189	1/13/2015	101001349	ADM-SERVICES	Citizens Westfield claim, ck	439.36	55872	1/13/2015
VEN002336	Citizens Westfield	APP023190	1/13/2015	101001342	ADM-WATER/SEWER	Historical Society	62.37	55871	1/13/2015
VEN002336	Citizens Westfield	APP023190	1/13/2015	101001342	ADM-WATER/SEWER	Clinic House	62.37	55871	1/13/2015
VEN002336	Citizens Westfield	APP023190	1/13/2015	101001342	ADM-WATER/SEWER	DWNA	63.50	55871	1/13/2015
VEN002336	Citizens Westfield	APP023190	1/13/2015	101001342	ADM-WATER/SEWER	City Hall	152.35	55871	1/13/2015
VEN001537	Payroll	APP023225	1/13/2015	101001111	ADM-SALARY	sal	9,329.65		
VEN001537	Payroll	APP023225	1/13/2015	101001120	ADM-FICA AND MEDICARE	med	127.82		
VEN001537	Payroll	APP023225	1/13/2015	101001121	ADM-PERF	perf	897.98		
VEN000405	Citizens Energy Group	APP023249	1/14/2015	101001328	ADM-HEAT/GAS	Gas/heat	1,666.66	55873	1/14/2015
VEN000405	Citizens Energy Group	APP023250	1/14/2015	101001328	ADM-HEAT/GAS	Clinic House	163.80	55873	1/14/2015
VEN000405	Citizens Energy Group	APP023250	1/14/2015	101001328	ADM-HEAT/GAS	DWNA	129.94	55873	1/14/2015
VEN000405	Citizens Energy Group	APP023250	1/14/2015	101001328	ADM-HEAT/GAS	Women's Ministries	218.01	55873	1/14/2015
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101001119	ADM-HEALTH AND DENTAL	life ins	9.39	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101001332	ADM-CELL/PAGERS/MOBILE	Cell phones	352.03		
VEN000739	Frontier	APP023283	1/20/2015	101001343	ADM-BUILDING	City Hall Alarm	44.10		
VEN000739	Frontier	APP023283	1/20/2015	101001343	ADM-BUILDING	City Services	302.80		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101001119	ADM-HEALTH AND DENTAL	medical ins	6,873.30	55877	1/20/2015
VEN000589	Duke Energy	APP023311	1/20/2015	101001341	ADM-ELECTRICITY	Electric	852.59		
VEN000513	DavisVision	APP023315	1/20/2015	101001119	ADM-HEALTH AND DENTAL	ins	36.42	55878	1/20/2015
Subtotal for Administration							115,529.77		

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101	General								
	Police								
VEN002036	USAutomatic Fire and Security	APP023173	1/13/2015	101002343	POLICE-BUILDING MAINTEN	Annual sprinkler alarm exting	1,107.00		
VEN001245	Lexisnexis	APP023192	1/13/2015	101002350	POLICE-SUBSCRIPTIONS/D	Monthly Statement	82.50		
VEN000080	Almost Home Boarding Kennel	APP023194	1/13/2015	101002355	POLICE-K-9 MAINT	Boarding - Lopez	150.00		
VEN000480	CSI Signs	APP023195	1/13/2015	101002337	POLICE-PRINTING	Vehicle Wrap for Club Car	75.00		
VEN002353	Boldens Cleaners	APP023197	1/13/2015	101002229	POLICE-UNIFORMS	Dry Cleaning	385.40		
VEN001537	Payroll	APP023225	1/13/2015	101002111	POLICE-SALARY	sal	117,840.52		
VEN001537	Payroll	APP023225	1/13/2015	101002120	POLICE-FICA AND MEDICAR	fica	7,032.83		
VEN001537	Payroll	APP023225	1/13/2015	101002120	POLICE-FICA AND MEDICAR	med	1,644.77		
VEN001537	Payroll	APP023225	1/13/2015	101002121	POLICE-PERF	perf	18,723.11		
VEN000405	Citizens Energy Group	APP023249	1/14/2015	101002328	POLICE-HEAT/GAS	Gas/heat	1,683.03	55873	1/14/2015
VEN000163	Aul Retirement	APP023267	1/15/2015	101002125	POLICE-401A MATCHING	match	112,189.40		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101002119	POLICE-HEALTH AND DENT	life ins	142.89	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101002332	POLICE-CELL/PAGERS/MOBI	Cell phones	1,456.52		
VEN000739	Frontier	APP023283	1/20/2015	101002335	POLICE-TELEPHONE	PSB	59.87		
VEN001555	Pet Supplies Plus	APP023285	1/20/2015	101002355	POLICE-K-9 MAINT	Dog Food/Bones - Gorky	139.92		
VEN000715	FOP/Hamilton Co Fraternal Order of Poli	APP023286	1/20/2015	101002350	POLICE-SUBSCRIPTIONS/D	2015 Dues	2,520.00		
VEN000747	Galls	APP023287	1/20/2015	101002229	POLICE-UNIFORMS	Flashlight holder - Dine	20.00		
VEN000747	Galls	APP023287	1/20/2015	101002229	POLICE-UNIFORMS	Department Hats	49.78		
VEN000747	Galls	APP023287	1/20/2015	101002229	POLICE-UNIFORMS	Department Hats	198.96		
VEN000301	Buckeye Power Sales Co	APP023295	1/20/2015	101002343	POLICE-BUILDING MAINTEN		99.00		
VEN001020	Institute of Police Technology and Manag	APP023297	1/20/2015	101002334	POLICE-TRAVEL/TRAINING/	At-Scene Traffice Crash/Traffi	850.00		
VEN001455	Noblesville Police Dept.	APP023298	1/20/2015	101002355	POLICE-K-9 MAINT	Dog Food	76.36		
VEN001877	T and T Sales promotions	APP023299	1/20/2015	101002355	POLICE-K-9 MAINT	K9 Shirts	325.00		
VEN002017	Unifirst Corporation	APP023300	1/20/2015	101002343	POLICE-BUILDING MAINTEN	Mat Rental	37.75		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101002119	POLICE-HEALTH AND DENT	medical ins	54,734.11	55877	1/20/2015
VEN000589	Duke Energy	APP023311	1/20/2015	101002341	POLICE-ELECTRICITY	Electric	2,474.29		
VEN000513	DavisVision	APP023315	1/20/2015	101002119	POLICE-HEALTH AND DENT	ins	24.28	55878	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101002119	POLICE-HEALTH AND DENT		438.12	55878	1/20/2015
VEN002123	Westfield-Washington Schools	APP023319	1/20/2015	101002360	POLICE-VEHICLE REPAIR	Fleet Maint for Oct and Nov	2,787.02		
Subtotal for Police							327,347.43		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Economic and Community Development									
VEN001537	Payroll	APP023225	1/13/2015	101003111	ECD-SALARY	sal	18,626.12		
VEN001537	Payroll	APP023225	1/13/2015	101003120	ECD-FICA AND MEDICARE	fica	944.87		
VEN001537	Payroll	APP023225	1/13/2015	101003120	ECD-FICA AND MEDICARE	med	263.08		
VEN001537	Payroll	APP023225	1/13/2015	101003121	ECD-PERF	perf	2,644.91		
VEN000345	Cave and Company Printing	APP023226	1/13/2015	101003337	ECD-PRINTING	Business cards Howard	66.86		
VEN001826	Staples	APP023227	1/13/2015	101003223	ECD-OFFICE SUPPLIES	Office Supplies	139.22		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101003119	ECD-HEALTH AND DENTAL	life ins	21.91	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101003332	ECD-CELL/PAGERS/MOBILE	Cell phones	352.03		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101003119	ECD-HEALTH AND DENTAL	medical ins	7,247.24	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101003119	ECD-HEALTH AND DENTAL		52.26	55878	1/20/2015
Subtotal for Economic and Community Development							30,358.50		
ECD - Building									
VEN001537	Payroll	APP023225	1/13/2015	101004111	BLDG-SALARY	sal	6,051.51		
VEN001537	Payroll	APP023225	1/13/2015	101004120	BLDG-FICA AND MEDICARE	fica	537.38		
VEN001537	Payroll	APP023225	1/13/2015	101004120	BLDG-FICA AND MEDICARE	med	83.57		
VEN001537	Payroll	APP023225	1/13/2015	101004121	BLDG-PERF	perf	859.31		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101004119	BLDG-HEALTH AND DENTA	life ins	9.39	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101004332	BLDG-CELL/PAGERS/MOBIL	Cell phones	150.87		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101004119	BLDG-HEALTH AND DENTA	medical ins	4,635.62	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101004119	BLDG-HEALTH AND DENTA		29.56	55878	1/20/2015
Subtotal for ECD - Building							12,357.21		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Parks									
VEN001537	Payroll	APP023225	1/13/2015	101005111	PARKS-SALARY	sal	6,414.47		
VEN001537	Payroll	APP023225	1/13/2015	101005120	PARKS-FICA AND MEDICAR	fica	230.83		
VEN001537	Payroll	APP023225	1/13/2015	101005120	PARKS-FICA AND MEDICAR	med	92.17		
VEN001537	Payroll	APP023225	1/13/2015	101005121	PARKS-PERF	perf	841.89		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101005119	PARKS-HEALTH AND DENT	life ins	12.52	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101005332	PARKS-CELL/PAGERS/MOBI	Cell phones	201.74		
VEN002336	Citizens Westfield	APP023306	1/20/2015	101005342	PARKS-WATER/SEWER	Quaker Park restroom	90.77		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101005119	PARKS-HEALTH AND DENT	medical ins	1,305.80	55877	1/20/2015
VEN000589	Duke Energy	APP023311	1/20/2015	101005341	PARKS-ELECTRIC	Electric	1,056.49		
VEN000513	DavisVision	APP023315	1/20/2015	101005119	PARKS-HEALTH AND DENT		15.84	55878	1/20/2015
VEN002123	Westfield-Washington Schools	APP023319	1/20/2015	101005360	PARKS-VEHICLE REPAIR	Fleet Maint for Oct and Nov	20.67		
VEN000480	CSI Signs	APP023329	1/20/2015	101005337	PARKS-PRINTING	map pannel updates	1,000.00		
VEN000480	CSI Signs	APP023329	1/20/2015	101005337	PARKS-PRINTING	removal of 4 natalie wheeler,	500.00		
VEN000480	CSI Signs	APP023329	1/20/2015	101005337	PARKS-PRINTING	removal of graphics for natalie	500.00		
VEN000480	CSI Signs	APP023329	1/20/2015	101005337	PARKS-PRINTING	Installation of new signs for N	500.00		
VEN000480	CSI Signs	APP023329	1/20/2015	101005337	PARKS-PRINTING	Invoice came in higher/per E	698.00		
Subtotal for Parks							13,481.19		

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Informatics									
VEN002012	U.S. Bank Equipment Finance	APP023188	1/13/2015	101007337	IT-PRINTING	Copy machine rental	1,315.74		
VEN001537	Payroll	APP023225	1/13/2015	101007111	IT-SALARY	sal	16,202.59		
VEN001537	Payroll	APP023225	1/13/2015	101007120	IT-FICA AND MEDICARE	fica	955.66		
VEN001537	Payroll	APP023225	1/13/2015	101007120	IT-FICA AND MEDICARE	med	223.49		
VEN001537	Payroll	APP023225	1/13/2015	101007121	IT-PERF	perf	2,300.76		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	1,114.36		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	29.16		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	15.12		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	187.65		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	544.97		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	251.70		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	556.43		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	117.09		
VEN000707	Inside Connect Cable LLC	APP023233	1/13/2015	101007335	IT-TELEPHONE	Land lines and long distance	348.59		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101007119	IT-HEALTH AND DENTAL	life ins	21.91	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101007332	IT-CELLULAR/PAGERS/MOBI	Air Cards	4,755.42		
VEN002050	Verizon Wireless	APP023282	1/20/2015	101007332	IT-CELLULAR/PAGERS/MOBI	Cell phones	610.19		
VEN002044	Van Ausdall and Farrar	APP023288	1/20/2015	101007337	IT-PRINTING	2015 services	5,183.27		
VEN002044	Van Ausdall and Farrar	APP023288	1/20/2015	101007389	IT-SOFTWARE LICENSING	2015 scanner maint	2,965.00		
VEN002213	Open Control Systems	APP023289	1/20/2015	101007451	IT-COMPUTER/EQUIP	Reprogram Reconfigure	2,658.00		
VEN002213	Open Control Systems	APP023289	1/20/2015	101007451	IT-COMPUTER/EQUIP	Programming labor	894.00		
VEN000697	Finley and Cook	APP023290	1/20/2015	101007331	IT-CONSULTING	Scribe Integration	1,110.00		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101007119	IT-HEALTH AND DENTAL	medical ins	11,099.40	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101007119	IT-HEALTH AND DENTAL		78.12	55878	1/20/2015
VEN002123	Westfield-Washington Schools	APP023319	1/20/2015	101007360	IT-VEHICLE REPAIR	Fleet Maint for Oct and Nov	18.52		
Subtotal for Informatics							53,557.14		

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Fund No. Fund Name									
101 General									
Clerk Treasurer									
VEN000938	IIMC	APP023213	1/13/2015	101008350	CT-SUBSCRIPTIONS/DUES/	2015 Membership fee plus co	820.00		
VEN001537	Payroll	APP023225	1/13/2015	101008111	CT-SALARY	sal	14,586.80		
VEN001537	Payroll	APP023225	1/13/2015	101008120	CT-FICA AND MEDICARE	fica	868.70		
VEN001537	Payroll	APP023225	1/13/2015	101008120	CT-FICA AND MEDICARE	med	203.11		
VEN001537	Payroll	APP023225	1/13/2015	101008121	CT-PERF	perf	2,071.33		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101008119	CT-HEALTH AND DENTAL	life ins	18.78	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101008332	CT-CELLULAR/PAGERS/MO	Cell phones	317.86		
VEN001537	Payroll	APP023293	1/20/2015	101008331	CT-CONSULTING	Processing charges for period	813.63		
VEN000847	Hamilton County Recorder	APP023307	1/20/2015	101008349	CT-SERVICES	ordinances	158.00		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101008119	CT-HEALTH AND DENTAL	medical ins	7,116.66	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101008119	CT-HEALTH AND DENTAL	ins	65.98	55878	1/20/2015
Subtotal for Clerk Treasurer							27,040.85		
Mayor									
VEN000345	Cave and Company Printing	APP023187	1/13/2015	101009347	MAYOR-PROMOTIONS	State of the City	93.63		
VEN001537	Payroll	APP023225	1/13/2015	101009111	MAYOR-SALARY	sal	4,161.55		
VEN001537	Payroll	APP023225	1/13/2015	101009120	MAYOR- FICA AND MEDICA	fica	253.36		
VEN001537	Payroll	APP023225	1/13/2015	101009120	MAYOR- FICA AND MEDICA	med	59.25		
VEN001537	Payroll	APP023225	1/13/2015	101009121	MAYOR-PERF	perf	590.94		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101009119	MAYOR-HEALTH AND DENT	life ins	3.13	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101009332	MAYOR-CELL/PAGERS/MOBI	Cell phones	60.29		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101009119	MAYOR-HEALTH AND DENT	medical ins	1,371.10	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101009119	MAYOR-HEALTH AND DENT		12.14	55878	1/20/2015
Subtotal for Mayor							6,605.39		
City Council									
VEN002050	Verizon Wireless	APP023282	1/20/2015	101010332	CITY COUNCIL-CELL/PAGER	Cell phones	372.03		
Subtotal for City Council							372.03		
Board of Works									
VEN001537	Payroll	APP023225	1/13/2015	101011120	BOARD OF WORKS-FICA AN	fica	546.55		
Subtotal for Board of Works							546.55		

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Fund No. Fund Name									
101 General									
Public Works									
VEN002023	United States Postal Service	APP023172	1/13/2015	101013333	PW-POSTAGE	Postage	1,400.00	55870	1/13/2015
VEN001603	ProSafeCDL	APP023178	1/13/2015	101013334	PW-TRAVEL/TRAINING/SEMI	CDL skills test	100.00		
VEN000617	elmanage Technology Group	APP023183	1/13/2015	101013451	PW-COMPUTER EQUIPMEN	CRM inspection module hours	6,343.75		
VEN000345	Cave and Company Printing	APP023185	1/13/2015	101013223	PW-OFFICE SUPPLIES	Delinquent Post cards for cust	140.00		
VEN002336	Citizens Westfield	APP023206	1/13/2015	101013342	PW-WATER/SEWER	City Services Center	257.83	55871	1/13/2015
VEN002336	Citizens Westfield	APP023206	1/13/2015	101013342	PW-WATER/SEWER	Shop	84.53	55871	1/13/2015
VEN002336	Citizens Westfield	APP023206	1/13/2015	101013342	PW-WATER/SEWER	Admin Bldg	68.26	55871	1/13/2015
VEN001537	Payroll	APP023225	1/13/2015	101013111	PW-SALARY	sal	60,829.33		
VEN001537	Payroll	APP023225	1/13/2015	101013120	PW-FICA AND MEDICARE	fica	3,708.27		
VEN001537	Payroll	APP023225	1/13/2015	101013120	PW-FICA AND MEDICARE	med	829.09		
VEN001537	Payroll	APP023225	1/13/2015	101013121	PW-PERF	perf	8,477.27		
VEN001826	Staples	APP023227	1/13/2015	101013223	PW-OFFICE SUPPLIES	Office Supplies	24.45		
VEN000589	Duke Energy	APP023247	1/14/2015	101013341	PW-ELECTRIC	201 Mill St	77.44	55874	1/14/2015
VEN002336	Citizens Westfield	APP023261	1/15/2015	101013342	PW-WATER/SEWER	201 Mill St	63.84		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101013119	PW-HEALTH AND DENTAL	life ins	103.29	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101013332	PW-CELLULAR/PAGERS/MO	Cell phones	1,815.54		
VEN000348	CDW Government Inc	APP023302	1/20/2015	101013451	PW-COMPUTER EQUIPMEN	New Laptop to upgrade Travis	1,498.33		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101013119	PW-HEALTH AND DENTAL	medical ins	49,555.54	55877	1/20/2015
VEN000589	Duke Energy	APP023311	1/20/2015	101013341	PW-ELECTRIC	Electric	4,684.02		
VEN000513	DavisVision	APP023315	1/20/2015	101013119	PW-HEALTH AND DENTAL		347.32	55878	1/20/2015
VEN001676	Riverview Hospital	APP023317	1/20/2015	101013334	PW-TRAVEL/TRAINING/SEMI	CDL physical	65.00		
VEN000103	American Structurepoint Inc	APP023320	1/20/2015	101001474	ADM-CONSTRUCT UTL SAL	Grand Park	595.00		
Subtotal for Public Works							141,068.10		

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Fund No. Fund Name									
101 General									
Communications									
VEN001537	Payroll	APP023225	1/13/2015	101020111	COMM-SALARY	sal	6,907.34		
VEN001537	Payroll	APP023225	1/13/2015	101020120	COMM-FICA	fica	413.21		
VEN001537	Payroll	APP023225	1/13/2015	101020120	COMM-FICA	med	96.56		
VEN001537	Payroll	APP023225	1/13/2015	101020122	COMM-PERF	perf	762.37		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101020119	COMM-INSURANCE	life ins	9.39	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101020332	COMM- CELL PHONES	Cell phones	237.80		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101020119	COMM-INSURANCE	medical ins	3,982.72	55877	1/20/2015
VEN000513	DavisVision	APP023315	1/20/2015	101020119	COMM-INSURANCE	ins	22.70	55878	1/20/2015
Subtotal for Communications							12,432.09		
Customer Service									
VEN001537	Payroll	APP023225	1/13/2015	101021111	CUST SERVICE- SAL	sal	9,918.20		
VEN001537	Payroll	APP023225	1/13/2015	101021120	CUSTOMER SERV- FICA ME	fica	585.53		
VEN001537	Payroll	APP023225	1/13/2015	101021120	CUSTOMER SERV- FICA ME	med	136.94		
VEN001537	Payroll	APP023225	1/13/2015	101021121	CUSTOMER SERV- PERF	perf	1,408.39		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101021119	CUST SERVICE- INSURANC	life ins	15.65	55876	1/16/2015
VEN002050	Verizon Wireless	APP023282	1/20/2015	101021332	CUSTOMER SERV- CELL PH	Cell phones	111.09		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101021119	CUST SERVICE- INSURANC	medical ins	7,312.54	55877	1/20/2015
VEN002291	Pat Leuteritz	APP023310	1/20/2015	101021347	CUST SERV- PROMO		19.78		
VEN000513	DavisVision	APP023315	1/20/2015	101021119	CUST SERVICE- INSURANC		60.70	55878	1/20/2015
Subtotal for Customer Service							19,568.82		
Human Resources									
VEN001537	Payroll	APP023225	1/13/2015	101022111	HR - SAL	sal	4,061.09		
VEN001537	Payroll	APP023225	1/13/2015	101022120	HR- FICA MED	fica	242.20		
VEN001537	Payroll	APP023225	1/13/2015	101022120	HR- FICA MED	med	56.64		
VEN001537	Payroll	APP023225	1/13/2015	101022121	HR - PERF	perf	576.68		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	101022119	HR- INSURANCE	life ins	6.26	55876	1/16/2015
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	101022119	HR- INSURANCE	medical ins	2,742.20	55877	1/20/2015
Subtotal for Human Resources							7,685.07		
Subtotal for Fund 101 General							767,950.14		

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Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN002036	USAutomatic Fire and Security	APP023173	1/13/2015	201013349	MVH-SERVICES	Annual sprinkler alarm exting	980.00		
VEN003284	Practical Property Group	APP023174	1/13/2015	201013349	MVH-SERVICES	Snow removal for Zone 2 on 1	6,200.00		
VEN000673	F E Harding	APP023211	1/13/2015	201013349	MVH-SERVICES	Resurface 156th from Union to	66,864.00		
VEN001367	Midwest Toxicology Servc	APP023228	1/13/2015	201013349	MVH-SERVICES	Drug testing	50.00		
VEN000589	Duke Energy	APP023311	1/20/2015	201013341	MVH-ELECTRIC	Electric	1,562.12		
VEN000879	Heritage-crystal Clean	APP023316	1/20/2015	201013349	MVH-SERVICES	Vac pickup	589.44		
VEN001384	Milestone Contractors LLP	APP023318	1/20/2015	201013231	MVH-SUBGRADE MATERIAL	Surface	599.44		
VEN002123	Westfield-Washington Schools	APP023319	1/20/2015	201013360	MVH-VEHICLE REPAIR	Diesel	2,525.07		
VEN002123	Westfield-Washington Schools	APP023319	1/20/2015	201013360	MVH-VEHICLE REPAIR	Fleet Maint for Oct and Nov	91.11		
VEN001676	Riverview Hospital	APP023322	1/20/2015	201013349	MVH-SERVICES	CDL physical	65.00		
Subtotal for Public Works							79,526.18		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							79,526.18		
Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN003126	Jason M Hoffman	APP023239	1/14/2015	202013432	LRS-SIDEWALK	Hoffman parcel ROW for CD	6,200.00		
VEN001368	Midwestern Electric	APP023321	1/20/2015	202013349	LRS-SERVICES	Marsh/GHP, Gray Rd/Gunther	3,010.90		
Subtotal for Public Works							9,210.90		
Subtotal for Fund 202 Local Road and Street (LRS)							9,210.90		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN002036	USAutomatic Fire and Security	APP023173	1/13/2015	203012343	FIRE-BUILDING MAINTENAN	Annual sprinkler alarm exting	1,107.00		
VEN002036	USAutomatic Fire and Security	APP023173	1/13/2015	203012343	FIRE-BUILDING MAINTENAN	Annual extinguisher insp Sta	25.00		
VEN002036	USAutomatic Fire and Security	APP023173	1/13/2015	203012343	FIRE-BUILDING MAINTENAN	Annual sprinkler alarm exting	632.00		
VEN001537	Payroll	APP023225	1/13/2015	203012111	FIRE-SALARY	sal	174,323.56		
VEN001537	Payroll	APP023225	1/13/2015	203012120	FIRE-FICA AND MEDICARE	fica	10,292.23		
VEN001537	Payroll	APP023225	1/13/2015	203012120	FIRE-FICA AND MEDICARE	med	2,407.11		
VEN001537	Payroll	APP023225	1/13/2015	203012121	FIRE-PERF	perf	32,946.84		
VEN000405	Citizens Energy Group	APP023248	1/14/2015	203012328	FIRE-GAS/HEAT	Sta 83	1,448.32	55873	1/14/2015
VEN000405	Citizens Energy Group	APP023249	1/14/2015	203012328	FIRE-GAS/HEAT	Gas/heat	1,683.03	55873	1/14/2015
VEN000804	Grant Writing USA	APP023262	1/15/2015	203012334	FIRE-TRAVEL/TRAINING/SE		910.00	55875	1/15/2015
VEN000903	Hoosier Fire Equipment	APP023263	1/15/2015	203012472	FIRE-EQUIP		99.00		
VEN001250	Lincoln National Life Insurance Co	APP023271	1/16/2015	203012119	FIRE-HEALTH AND DENTAL	life ins	225.36	55876	1/16/2015
VEN000713	Flag and Banner Co.	APP023278	1/20/2015	203012343	FIRE-BUILDING MAINTENAN		126.00		
VEN001838	Steve Lamp	APP023279	1/20/2015	203012229	FIRE-UNIFORMS		38.50		
VEN001000	Indianapolis Star	APP023280	1/20/2015	203012350	FIRE-SUBSCRIPTIONS/DUE		32.01		
VEN002050	Verizon Wireless	APP023282	1/20/2015	203012332	FIRE-CELL/PAGERS/MOBILE	Cell phones	601.83		
VEN000739	Frontier	APP023283	1/20/2015	203012343	FIRE-BUILDING MAINTENAN	PSB	59.87		
VEN001729	Safety Tech Inc	APP023294	1/20/2015	203012472	FIRE-EQUIP		40.00		
VEN000301	Buckeye Power Sales Co	APP023295	1/20/2015	203012343	FIRE-BUILDING MAINTENAN		99.00		
VEN002048	Vectren	APP023305	1/20/2015	203012328	FIRE-GAS/HEAT		554.06		
VEN000052	Advantage HMO Health Plans	APP023309	1/20/2015	203012119	FIRE-HEALTH AND DENTAL	medical ins	105,860.45	55877	1/20/2015
VEN000589	Duke Energy	APP023311	1/20/2015	203012341	FIRE-ELECTRIC	Electric	4,295.05		
VEN000513	DavisVision	APP023315	1/20/2015	203012119	FIRE-HEALTH AND DENTAL		762.20	55878	1/20/2015
Subtotal for Fire							338,568.42		
Subtotal for Fund 203 Fire Operating							338,568.42		
Fund No. Fund Name									
204 Park Impact									
Public Works									
VEN003048	Linnaea Tillett Lighting Design	APP023292	1/20/2015	204005349	PARK IMPACT-SERVICES	Westfield Trail Lighting Desig	13,397.64		
Subtotal for Public Works							13,397.64		
Subtotal for Fund 204 Park Impact							13,397.64		

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Fund No. Fund Name									
206	Parks Programming/Events								
Parks									
VEN001795	Silly Safari Shows Inc	APP023303	1/20/2015	206005347	PARKS PROGRAM/PROMOT	2014 WIL	1,500.00		
VEN000480	CSI Signs	APP023328	1/20/2015	206005347	PARKS PROGRAM/PROMOT	WIL-Signs	548.28		
Subtotal for Parks							2,048.28		
Subtotal for Fund 206 Parks Programming/Events							2,048.28		
Fund No. Fund Name									
242	LEAF								
Police									
VEN001888	Teamintel Intelligence Equipment	APP023193	1/13/2015	242002472	LEAF-EQUIPMENT	Cellular Service Renewal for	550.00		
VEN001230	Leadsonline	APP023196	1/13/2015	242002472	LEAF-EQUIPMENT	2015 Renewal	2,002.00		
Subtotal for Police							2,552.00		
Subtotal for Fund 242 LEAF							2,552.00		
Fund No. Fund Name									
268	Emergency Medical and Equip								
Fire									
VEN000266	Bound Tree Medical	APP023264	1/15/2015	268012224	EMS-OPERATING SUPPLIES		2,163.83		
VEN000065	Airgas Mid America	APP023296	1/20/2015	268012224	EMS-OPERATING SUPPLIES		282.21		
Subtotal for Fire							2,446.04		
Subtotal for Fund 268 Emergency Medical and Equip							2,446.04		
Fund No. Fund Name									
500	Sports Campus Grant								
Grand Park									
VEN001054	J and D Turf	APP023301	1/20/2015	500015474	GRAND PARK GRANT-CON	Bermuda Re-Seeding Observ	375.00		
Subtotal for Grand Park							375.00		
Subtotal for Fund 500 Sports Campus Grant							375.00		

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Fund No. Fund Name									
640	Sports Campus Operating								
Grand Park									
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	707 191st Admin Bldg	2,503.61	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	10 186th Pump House	444.85	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	1 191st Field Sports	3,959.79	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	705 191st C6 Commons	1,079.14	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	706 186th St D1 Sports lights	53.35	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	946 186th C9 Commons	1,146.42	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	946 186th St D13-16 Sports li	22.27	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	938 186th St C10 Commons	1,296.86	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	712 186th St C7 Commons	1,201.25	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	710 186th St D2-5 Sports light	16.05	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	275 191st St C1 Commons	1,590.70	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	20 186th St C2 Commons	1,298.36	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	573 191st St F6-8 Sports light	338.36	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	573 191st F1 Sports lights	79.06	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	571 191st St F2-4 Sports light	592.27	1073	1/13/2015
VEN000589	Duke Energy	APP023191	1/13/2015	640015341	SPORTS CAMPUS-ELECTRI	571 191st St C4 Commons	1,619.06	1073	1/13/2015
VEN000739	Frontier	APP023284	1/20/2015	640015224	SPORTS CAMPUS-OPERATI	711 E 191st	221.54		
VEN000739	Frontier	APP023284	1/20/2015	640015224	SPORTS CAMPUS-OPERATI	5 E 191 St	216.08		
VEN000562	DLZ	APP023312	1/20/2015	640015349	SPORTS CAMPUS-SERVICE	ALTA Survey Family Sports	4,461.94		
Subtotal for Grand Park							22,140.96		
Subtotal for Fund 640 Sports Campus Operating							22,140.96		
Fund No. Fund Name									
646	WestfieldConnects								
WestfieldConnects									
VEN001462	Northern Lights	APP023313	1/20/2015	646019349	WESTFIELDCONNECTS-SE	Utility locates for Nov	6,435.00		
Subtotal for WestfieldConnects							6,435.00		
Subtotal for Fund 646 WestfieldConnects							6,435.00		

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Fund No. Fund Name									
651 Infrastructure Improv									
Public Works									
VEN000608	Eco-Infrastruclure Solution	APP023177	1/13/2015	651013474	INFRASTRUCTURE IMPRO	Hydro utilities along carey rd	2,145.00		
VEN002225	Butler Fairman and Seufert Inc	APP023207	1/13/2015	651013474	INFRASTRUCTURE IMPRO	Replaces PO2142 156th Spri	127.00		
VEN002957	Synthesis Corp	APP023291	1/20/2015	651013474	INFRASTRUCTURE IMPRO	Midland Trail Phase 4 (GUnth	19,174.09		
VEN000473	Crider and Crider	APP023304	1/20/2015	651013474	INFRASTRUCTURE IMPRO	191st and Tomlinson Rounda	535,139.40		
VEN002634	Fidelity National Title Co	APP023314	1/20/2015	651013474	INFRASTRUCTURE IMPRO	Robert and Helen Whitmoyer	30,000.00		
VEN002634	Fidelity National Title Co	APP023314	1/20/2015	651013474	INFRASTRUCTURE IMPRO	Robert and Helen Whitmoyer	867.50		
VEN001671	Rieth-Riley Construction	APP023323	1/20/2015	651013474	INFRASTRUCTURE IMPRO	pay 4/ 178,459.84/part of invoi	170,501.81		
Subtotal for Public Works							757,954.80		
Subtotal for Fund 651 Infrastructure Improv							757,954.80		

Purchase Invoice Register

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
701	Payroll								
Clerk Treasurer									
VEN000920	Huntington National Bank	APP023208	1/13/2015	701008132	PAYROLL-EMPLOYER'S ME	med	6,257.41		
VEN000920	Huntington National Bank	APP023208	1/13/2015	701008132	PAYROLL-EMPLOYER'S ME	med	26,755.81		
VEN000920	Huntington National Bank	APP023208	1/13/2015	701008921	PAYROLL-FEDERAL WITHH	fed	50,394.17		
VEN000920	Huntington National Bank	APP023208	1/13/2015	701008922	PAYROLL-EMPLOYEE FICA	med	6,257.49		
VEN000920	Huntington National Bank	APP023208	1/13/2015	701008922	PAYROLL-EMPLOYEE FICA	fica	26,755.80		
VEN000959	Indiana Dept Of Revenue	APP023209	1/13/2015	701008923	PAYROLL-STATE WITHHOL	state	13,621.91		
VEN000959	Indiana Dept Of Revenue	APP023209	1/13/2015	701008923	PAYROLL-STATE WITHHOL	coit	4,568.37		
VEN001537	Payroll	APP023212	1/13/2015	701008110	PAYROLL-NET SALARIES	net	312,892.46		
VEN000163	Aul Retirement	APP023236	1/14/2015	701008931	PAYROLL-401A MATCHING-	retirement	11,598.72		
VEN000948	IN Family and Social Services Admin	APP023237	1/14/2015	701008140	PAYROLL-SUPPORT WITHH	child support	2,222.42		
VEN000163	Aul Retirement	APP023238	1/14/2015	701008931	PAYROLL-401A MATCHING-	loans	4,143.88		
VEN001583	Police and Firemen's Insurance	APP023243	1/14/2015	701008930	PAYROLL-INS. DED	police, fire ins	69.12	16291	1/14/2015
VEN001864	Supporting heroes	APP023244	1/14/2015	701008991	PAYROLL-MISC	contributions	125.50	16293	1/14/2015
VEN000703	Fire Fighters Credit Union	APP023245	1/14/2015	701008141	PAYROLL-UNION DUES	union dues	1,924.67	16290	1/14/2015
VEN001689	Robert Horkay	APP023246	1/14/2015	701008990	PAYROLL-MISC/BANK CHAR	july ck/ lost	324.45	16292	1/14/2015
VEN000008	77 Police and Fire Fund	APP023269	1/15/2015	701008133	PAYROLL-PERF	non civilian perf	48,303.61		
VEN001550	PERF	APP023270	1/15/2015	701008133	PAYROLL-PERF	civilian perf	35,386.07		
VEN000052	Advantage HMO Health Plans	APP023308	1/20/2015	701008930	PAYROLL-INS. DED	medical ins	2,281.66	16294	1/20/2015
Subtotal for Clerk Treasurer							553,883.52		
Subtotal for Fund 701 Payroll							553,883.52		

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
900 Stormwater									
Stormwater									
VEN000608	Eco-Infrastructure Solution	APP023176	1/13/2015	900016475	STORM-INFRASTRUCTURE	Vacuum out sinkhole Hoover	710.00		
VEN002424	IUPPS	APP023180	1/13/2015	900016309	STORM-CONSULTING FEES	November tickets	1,176.30		
VEN003098	Valorem Real Estates	APP023198	1/13/2015	900016370	STORMWATER-REFUND		7.46		
VEN003271	Keith Albrecht	APP023199	1/13/2015	900016370	STORMWATER-REFUND		103.44		
VEN003266	Naftali Bechar	APP023200	1/13/2015	900016370	STORMWATER-REFUND		328.55		
VEN003267	Leila Bairami	APP023201	1/13/2015	900016370	STORMWATER-REFUND		3.94		
VEN003268	Robert and Lydia Fox	APP023202	1/13/2015	900016370	STORMWATER-REFUND		5.08		
VEN003269	Elliott Bedford	APP023203	1/13/2015	900016370	STORMWATER-REFUND		1.10		
VEN003270	Hoss Building Group	APP023204	1/13/2015	900016370	STORMWATER-REFUND		5.44		
VEN003264	Erica Pherson	APP023205	1/13/2015	900016370	STORMWATER-REFUND		222.77		
VEN001537	Payroll	APP023210	1/13/2015	900016111	STORM-SALARY	sal	2,325.63	101011415	1/13/2015
VEN001537	Payroll	APP023210	1/13/2015	900016120	STORM-FICA AND MEDICAR	fica	144.19	101011415	1/13/2015
VEN001537	Payroll	APP023210	1/13/2015	900016120	STORM-FICA AND MEDICAR	med	33.72	101011415	1/13/2015
VEN001537	Payroll	APP023210	1/13/2015	900016121	STORM-PERF	perf	330.24	101011415	1/13/2015
VEN003253	Upper White River Watershed	APP023232	1/13/2015	900016334	STORM-TRAVEL/TRAINING/	Upper White Membership	1,000.00		
VEN003253	Upper White River Watershed	APP023232	1/13/2015	900016334	STORM-TRAVEL/TRAINING/	Regional MS4 Program	6,000.00		
VEN003265	Delores McCullough	APP023324	1/20/2015	900016370	STORMWATER-REFUND		91.30		
VEN003301	Amy Keeton	APP023325	1/20/2015	900016370	STORMWATER-REFUND		347.83		
VEN003300	Traci and Brian Meador	APP023326	1/20/2015	900016370	STORMWATER-REFUND		288.83		
VEN002803	Mark Adkins	APP023327	1/20/2015	900016370	STORMWATER-REFUND		32.92		
Subtotal for Stormwater							13,158.74		
Subtotal for Fund 900 Stormwater							13,158.74		

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN003098	Valorem Real Estates	APP023198	1/13/2015	950017349	TRASH-ADM SERVICES		0.63		
VEN003098	Valorem Real Estates	APP023198	1/13/2015	950017370	TRASH-REFUND		12.95		
VEN003267	Leila Bairami	APP023201	1/13/2015	950017349	TRASH-ADM SERVICES		0.77		
VEN003267	Leila Bairami	APP023201	1/13/2015	950017370	TRASH-REFUND		15.91		
VEN003268	Robert and Lydia Fox	APP023202	1/13/2015	950017349	TRASH-ADM SERVICES		0.16		
VEN003268	Robert and Lydia Fox	APP023202	1/13/2015	950017370	TRASH-REFUND		3.33		
VEN003269	Elliott Bedford	APP023203	1/13/2015	950017349	TRASH-ADM SERVICES		0.22		
VEN003269	Elliott Bedford	APP023203	1/13/2015	950017370	TRASH-REFUND		4.44		
VEN003270	Hoss Building Group	APP023204	1/13/2015	950017349	TRASH-ADM SERVICES		0.23		
VEN003270	Hoss Building Group	APP023204	1/13/2015	950017370	TRASH-REFUND		4.81		
VEN001637	Ray's Trash Service	APP023214	1/13/2015	950017851	TRASH-RES QRTL Y FEE CO		22,281.69	35508	1/13/2015
VEN001637	Ray's Trash Service	APP023215	1/13/2015	950017851	TRASH-RES QRTL Y FEE CO		154,520.48	35508	1/13/2015
Subtotal for Trash							176,845.62		
Subtotal for Fund 950 Trash							176,845.62		
Posted Invoices Total							2,746,493.24		

Credit Memos

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

ORDINANCE NUMBER 14-55

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

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

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

WHEREAS, the Council enacted Ordinance No. 12-14, the Harmony Planned Unit Development District (the "Harmony PUD Ordinance"), on January 14, 2014;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1501-PUD-01**), requesting an amendment to the Harmony PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1501-PUD-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on January 21, 2015;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Harmony PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the Harmony PUD Ordinance, as amended by this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by the Harmony PUD Ordinance, as amended.
- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All other provisions of the Harmony PUD Ordinance shall remain in effect with the adoption of this Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of the Harmony PUD Ordinance, as amended.

Section 2. Architectural Standards. The standards of *Section 3.4: Architectural Standards* of the Harmony PUD Ordinance shall apply to the development of the District, except as otherwise modified by the Harmony PUD Ordinance and below.

- 2.1 Architectural Design Standards: *Section 3.4(A) Architectural Design Standards* shall be amended to provide that single-family detached dwelling units on a Mew Lot or 42’ Alley-load Lot shall either: (i) comply with one of the defined architectural designs detailed in *Section 3.4(A)(3) Defined Architectural Designs*; or (ii) shall be substantially similar to the homes depicted in **Exhibit C** attached hereto (the “Cottage Collection Homes”).

A. Enhanced End Lots: Enhanced End Lots are identified in **Exhibit B**. In order to enhance the architectural interest of the streetscape, a Cottage Collection Home on an Enhanced End Lot shall be subject to the following:

- 1) Orientation: The outdoor living area on the side Building Façade (the courtyard area between the main living area and the garage, as depicted in **Exhibit C**) (the “Outdoor Living Area”) shall be oriented towards the Street.
- 2) Specific Plan Enhancements: The following plans (as included in the **Exhibit C**) shall incorporate the following additional architectural enhancements on the Side Building Façade with the Outdoor Living Area, when oriented towards the Street:

- i. Plan EH-1030: Incorporate a minimum of one (1) additional

window in the garage façade and two (2) additional windows in the dwelling façade, with at least one (1) of the windows located on the second floor level of the dwelling.

- ii. Plan EH-1045: Incorporate a minimum of one (1) additional window in the garage façade and two (2) additional windows on the first floor level of the dwelling.
- iii. Plan EH-1060: Incorporate a minimum of one (1) additional window in the garage façade and two (2) additional windows in the dwelling façade. At least one (1) of the windows shall be located on each the first and second floor level of the dwelling.
- iv. Plan EH-1075: Incorporate a minimum of one (1) additional window on the first floor level of the dwelling façade and add a trim band located between the first and second floor levels.
- v. Plan EH-1090: Incorporate a minimum of one (1) window in the garage façade.
- vi. Minimum Window Size: The additional windows required by this subsection (the “Additional Windows”) shall each be a minimum size of ten (10) square feet. However, smaller-sized windows may be incorporated to satisfy the Additional Window requirement if the collective size of the smaller windows meets or exceeds the collective total square footage of the Additional Window(s) otherwise required.

2.2 Conventional Design Standards; Rear Elevation: *Section 3.4(A)(4)(c) Conventional Design Standards; Rear Elevation* shall be amended to include the following additional architectural elements:

- A. Single story dwelling.
- B. The Dwelling is buffered from the External Street with enhanced landscaping that includes a Common Area or landscaping area along the entire rear or side Lot Line which is a minimum of fifty (50) feet in depth and includes a solid planting screen consisting of a minimum of eight (8) evergreen trees, three (3) shade trees, three (3) ornamental trees and twenty-five (25) shrubs per one hundred (100) lineal feet. In addition, a minimum five-foot (5') tall mound shall be required. (2 points)
- C. Main Roof Design (a maximum of two (2) points from this subsection may qualify):
 - (1) Two (2) or more dormers.
 - (2) Twelve (12) inch overhangs around the entire Dwelling, as measured prior to the installation of Masonry Materials.
 - (3) A minimum roof pitch of 8:12 around the entire Dwelling.
 - (4) Two (2) or more gables.
- D. A minimum of seventy-five (75) square feet of windows.

Section 3. Open/Green Space. The standards of *Section 1.3: Open/Green Space* of the Harmony PUD Ordinance shall apply; however, shall be modified to require a minimum sixty-three (63) acres of Open/Green Space.

**ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS 26th DAY OF JANUARY, 2015.**

Voting For

Voting Against

Abstain

Charles Lehman

Charles Lehman

Charles Lehman

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 14-55** was delivered to the Mayor of Westfield

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

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 14-55**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 14-55**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

This document prepared by:
Bryan D. Stumpf, PLA, AICP
12965 Old Meridian Street
Carmel, IN 46032

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. Bryan D. Stumpf

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Enhanced End Lot Map

Exhibit C Cottage Collection Homes

EXHIBIT A

REAL ESTATE

LEGAL DESCRIPTION FOR THE RESIDENTIAL DISTRICT

Part of the Northeast, Southeast and Northwest Quarters of Section 16, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) along the east line of said Northeast Quarter 2,630.58 feet to the northeast corner of said Southeast Quarter; thence South 00 degrees 12 minutes 08 seconds East along the east line of said Southeast Quarter 2,636.09 feet to the southeast corner thereof; thence South 89 degrees 25 minutes 04 seconds West along the south line of said Southeast Quarter 1,352.43 feet to the southwest corner of the East Half of said Southeast Quarter; thence North 00 degrees 18 minutes 09 seconds West along the west line of said East Half 2,633.15 feet to the southeast corner of the West Half of said Northeast Quarter; thence South 89 degrees 17 minutes 41 seconds West along the south line of said West Half 1,357.06 feet to the southeast corner of said Northwest Quarter; thence South 89 degrees 01 minute 52 seconds West along the south line of said Northwest Quarter 678.57 feet to the southwest corner of the East Half of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 11 minutes 39 seconds West along the West line of said East Half 1,315.85 feet to the northwest corner thereof; thence South 89 degrees 07 minutes 05 seconds West along the south line of the Northeast Quarter of said Northwest Quarter 679.24 feet to the southwest corner thereof; thence North 00 degrees 13 minutes 25 seconds West along the west line of the Northeast Quarter of said Northwest Quarter 823.62 feet to a point that is 493.24 feet South 00 degrees 13 minutes 26 seconds East from the northwest corner of the Northeast Quarter of said Northwest Quarter; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 794.85 feet; thence North 00 degrees 13 minutes 25 seconds West 3.82 feet; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 285.30 feet to an east line of the 119.55-acre tract described in Instrument Number 200300107178, on file in the Office of the Recorder of Hamilton County, Indiana, the following six (6) courses are along the east, south and west lines of said 119.55-acre tract; 1) thence South 00 degrees 09 minutes 53 seconds East 108.70 feet; 2) thence North 89 degrees 12 minutes 17 seconds East 279.15 feet to the west line of said Northeast Quarter; 3) thence North 89 degrees 16 minutes 38 seconds East 450.00 feet; 4) thence South 00 degrees 09 minutes 53 seconds East 57.15 feet; 5) thence North 89 degrees 16 minutes 38 seconds East 518.47 feet; 6) thence North 00 degrees 00 minutes 00 seconds West parallel with the east line of said Northeast Quarter 655.30 feet to a point in the north line of said Northeast Quarter that is 1,751.34 feet west of the northeast corner of said Northeast Quarter; thence North 89 degrees 16 minutes 38 seconds East along said north line 1,751.34 feet to the POINT OF BEGINNING. Containing 277.55 acres, more or less.

EXCEPT THEREFROM the following described real estate:

The Southeast Quarter of the Southeast Quarter of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Southeast Corner of said Quarter Quarter Section, the following four (4) courses are along the south, west, north, and east lines thereof; (1) thence South 89 degrees 25 minutes 04 seconds West 1352.43 feet; (2) thence North 00 degrees 18 minutes 09 seconds West 1316.57 feet; (3) thence North 89 degrees 21 minutes 22 seconds East 1354.74 feet; (4) thence South 00 degree 12 minutes 08 seconds East 1318.04 feet to the POINT OF BEGINNING; containing 40.933, acres more or less.

EXHIBIT B

ENHANCED END LOT MAP

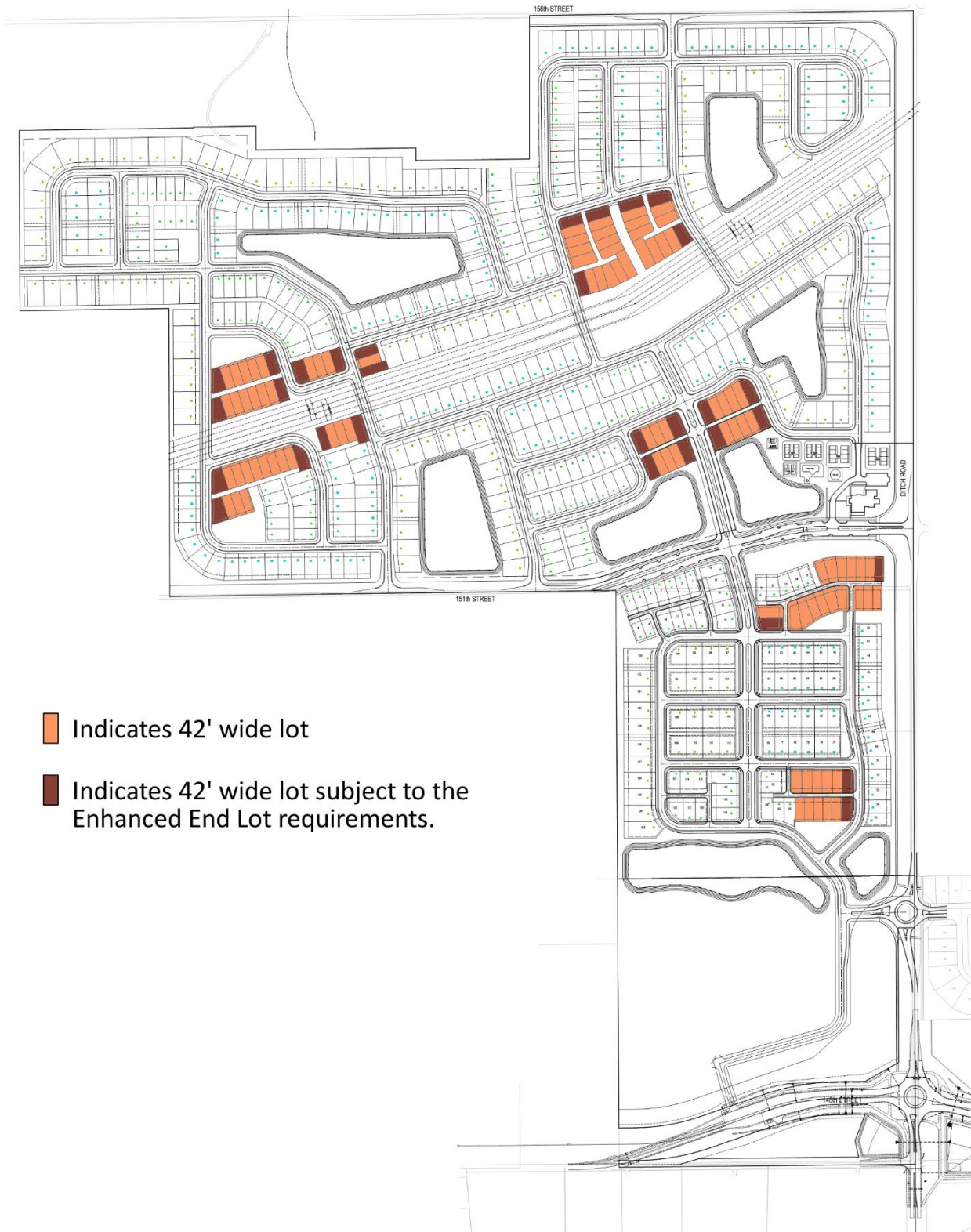
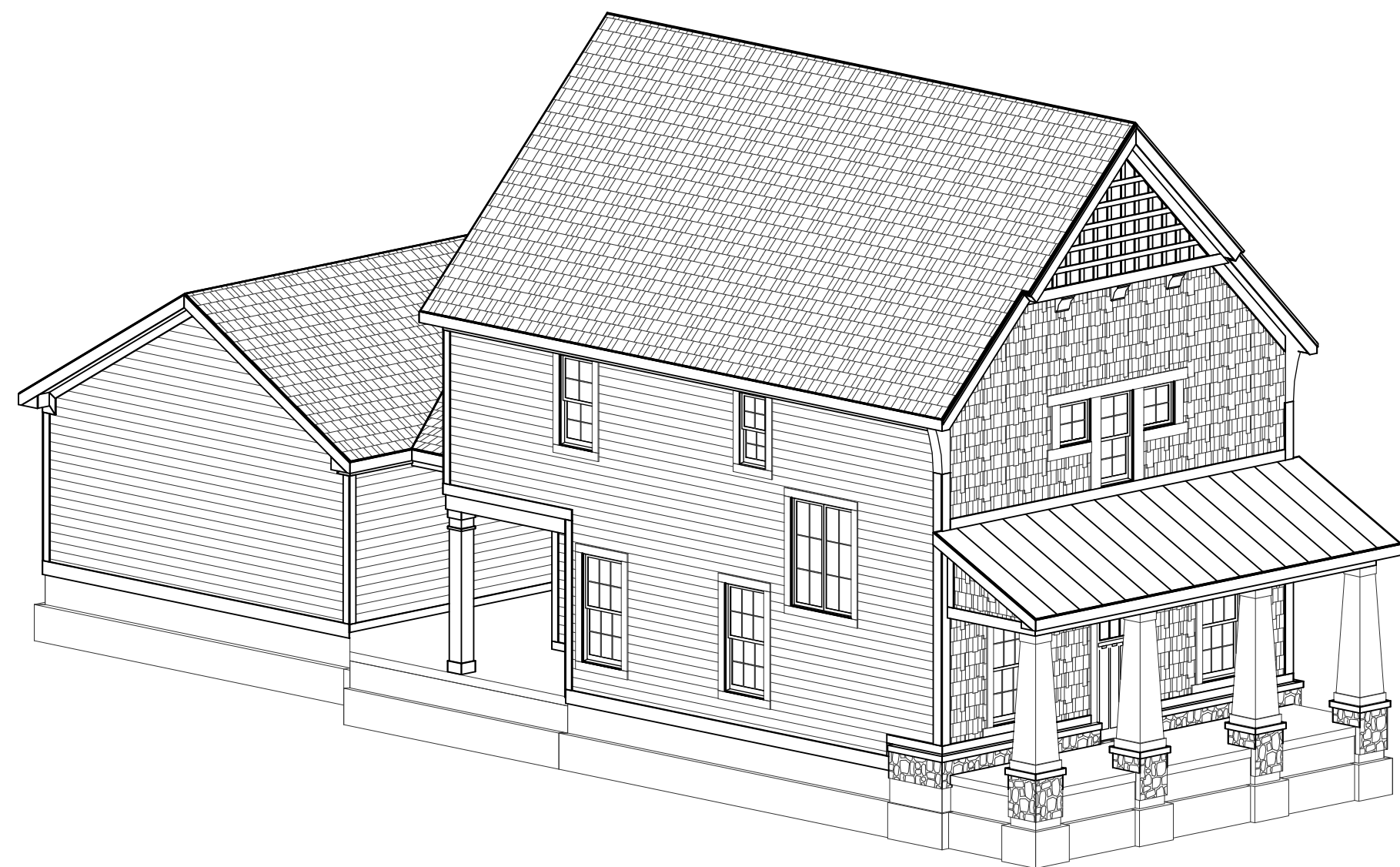


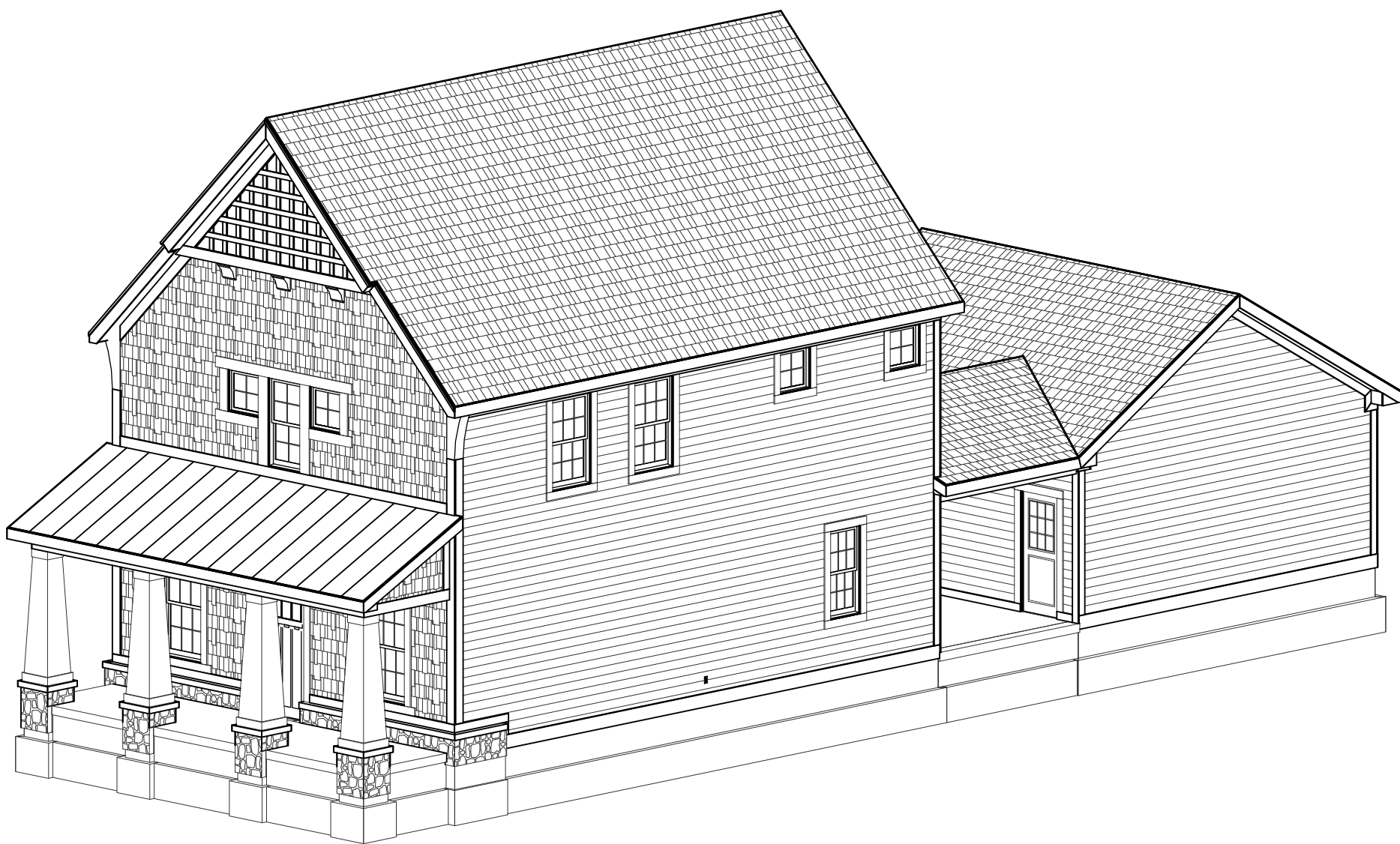
EXHIBIT C

COTTAGE COLLECTION HOMES

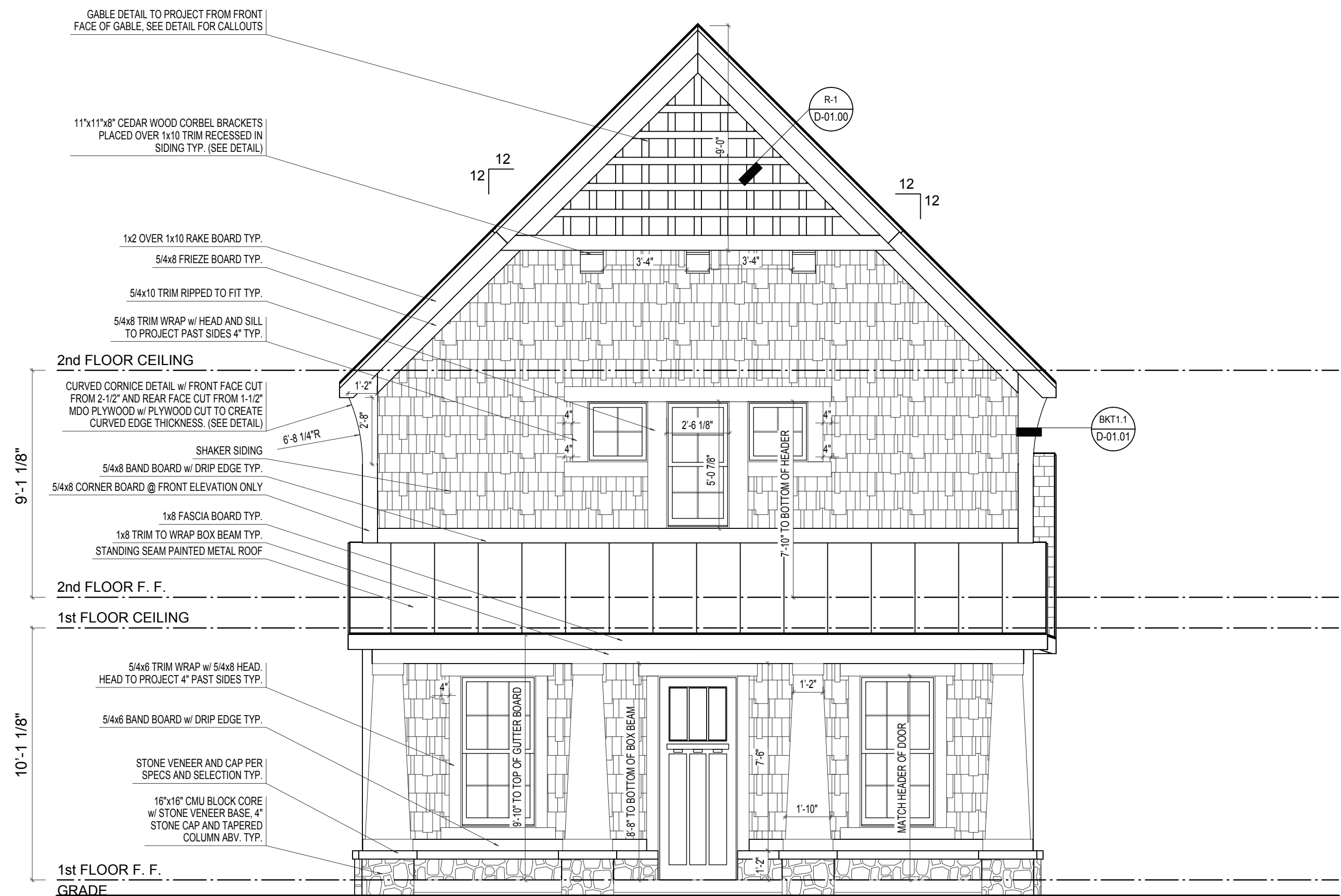
[see following pages]



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

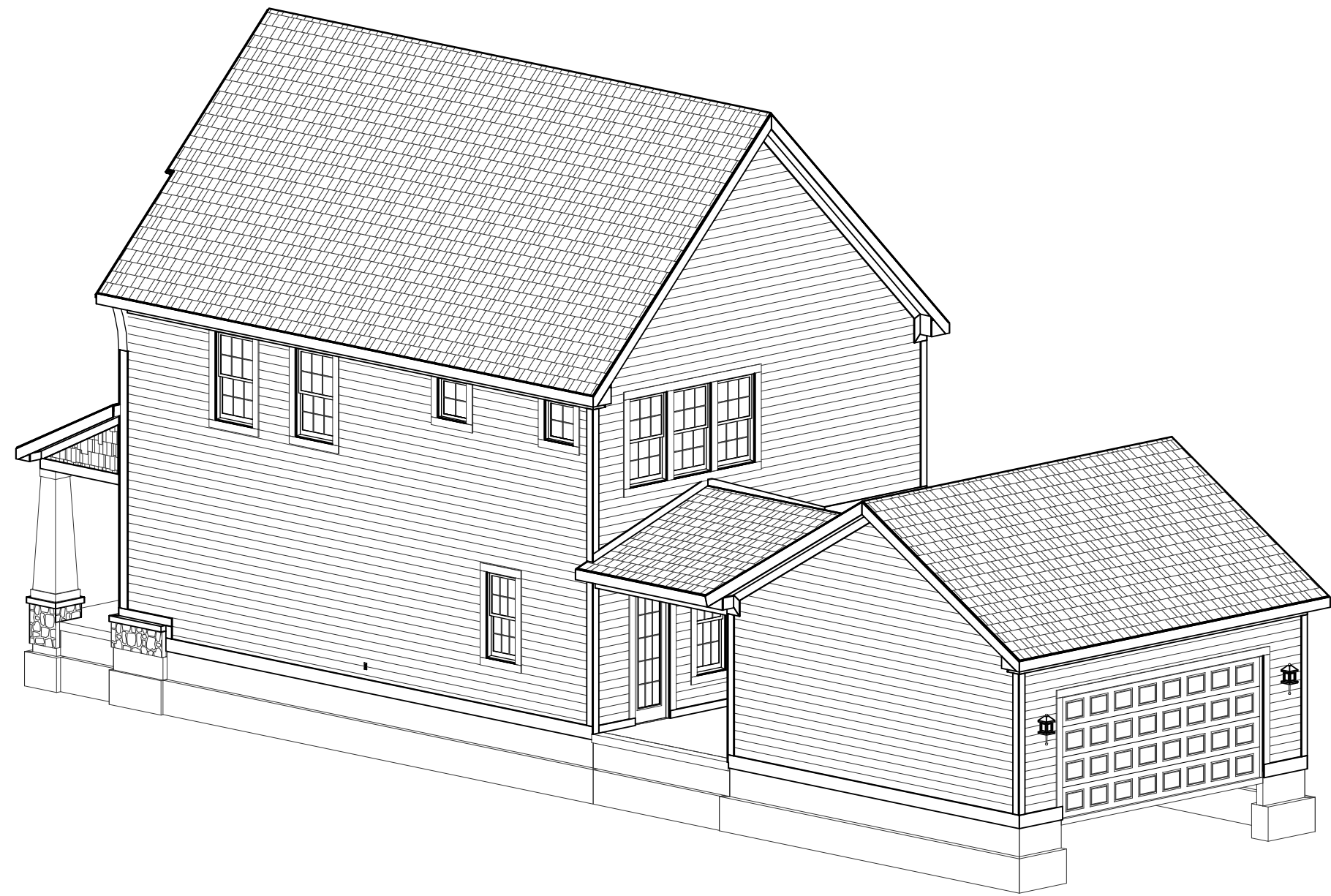
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ELEVATION 'A' BASE FINAL

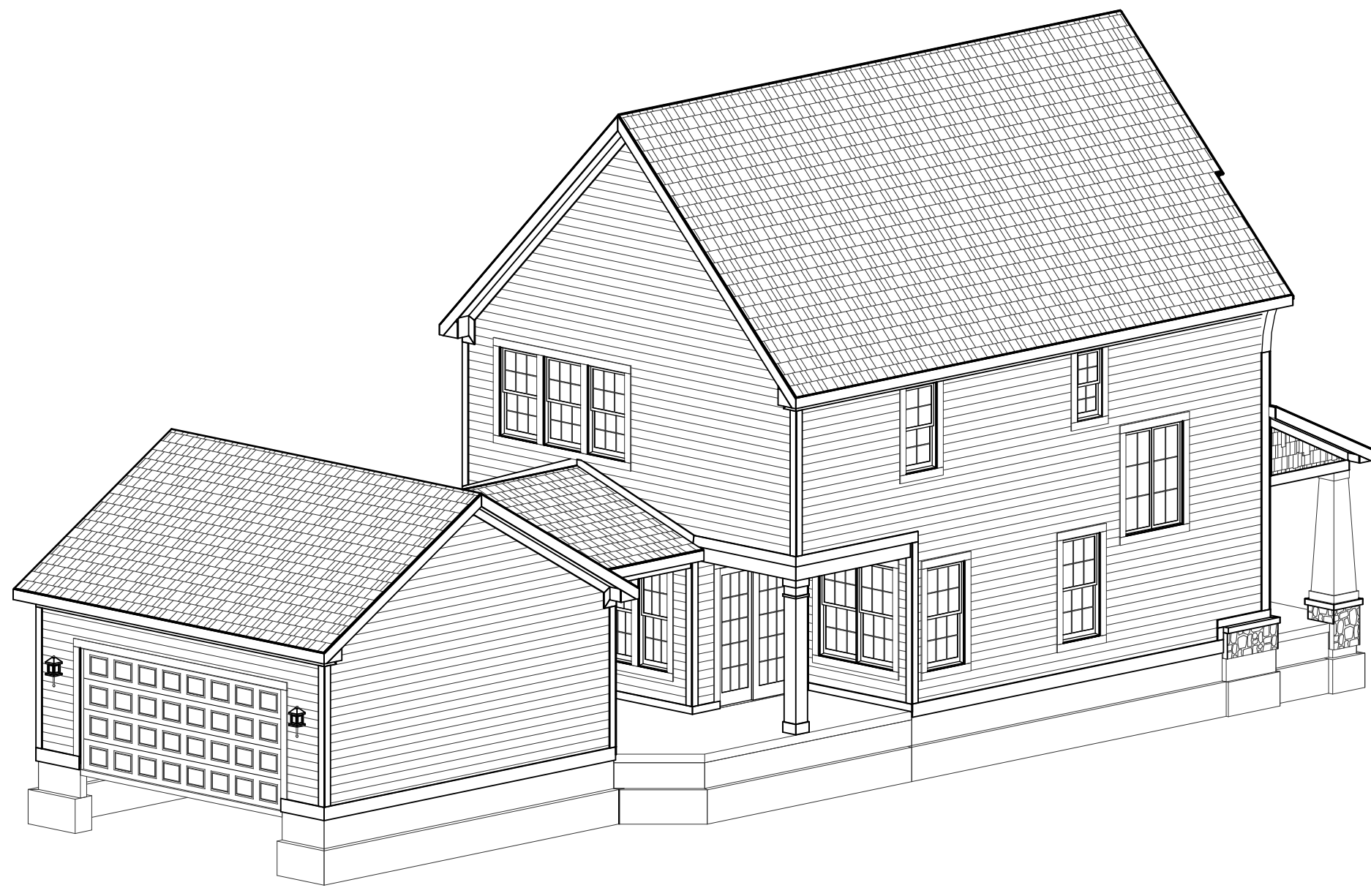
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



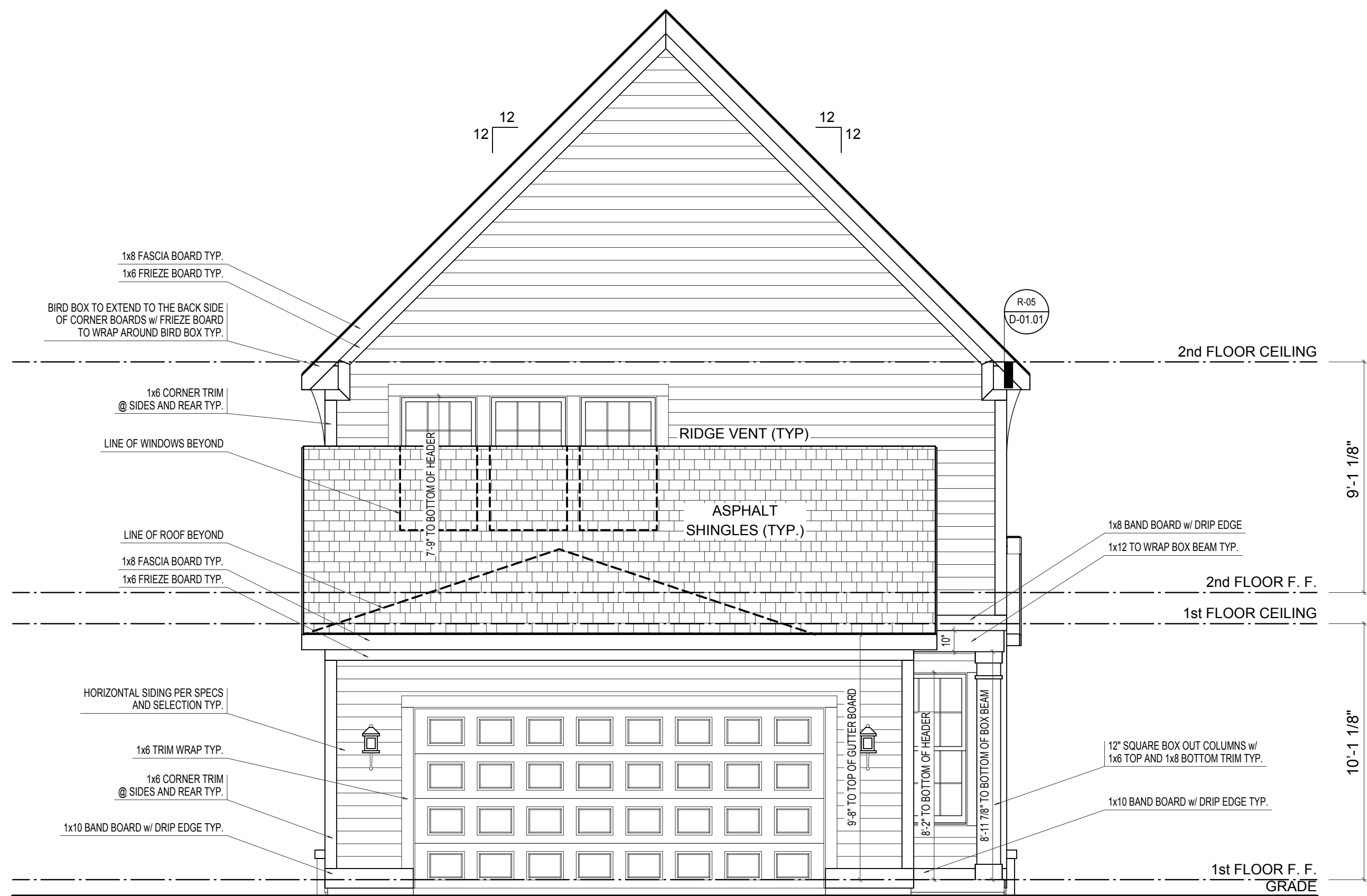
PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-02		

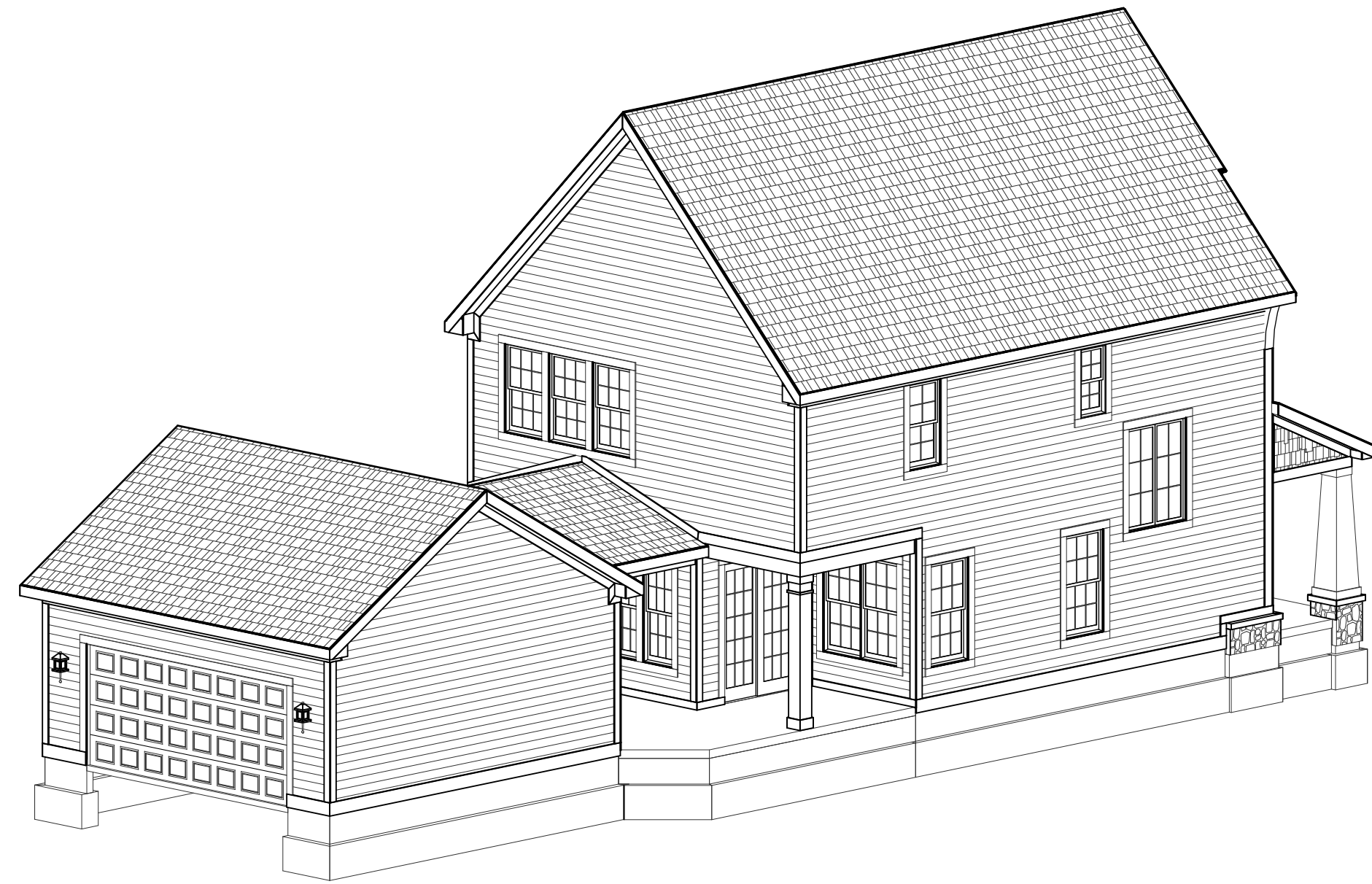


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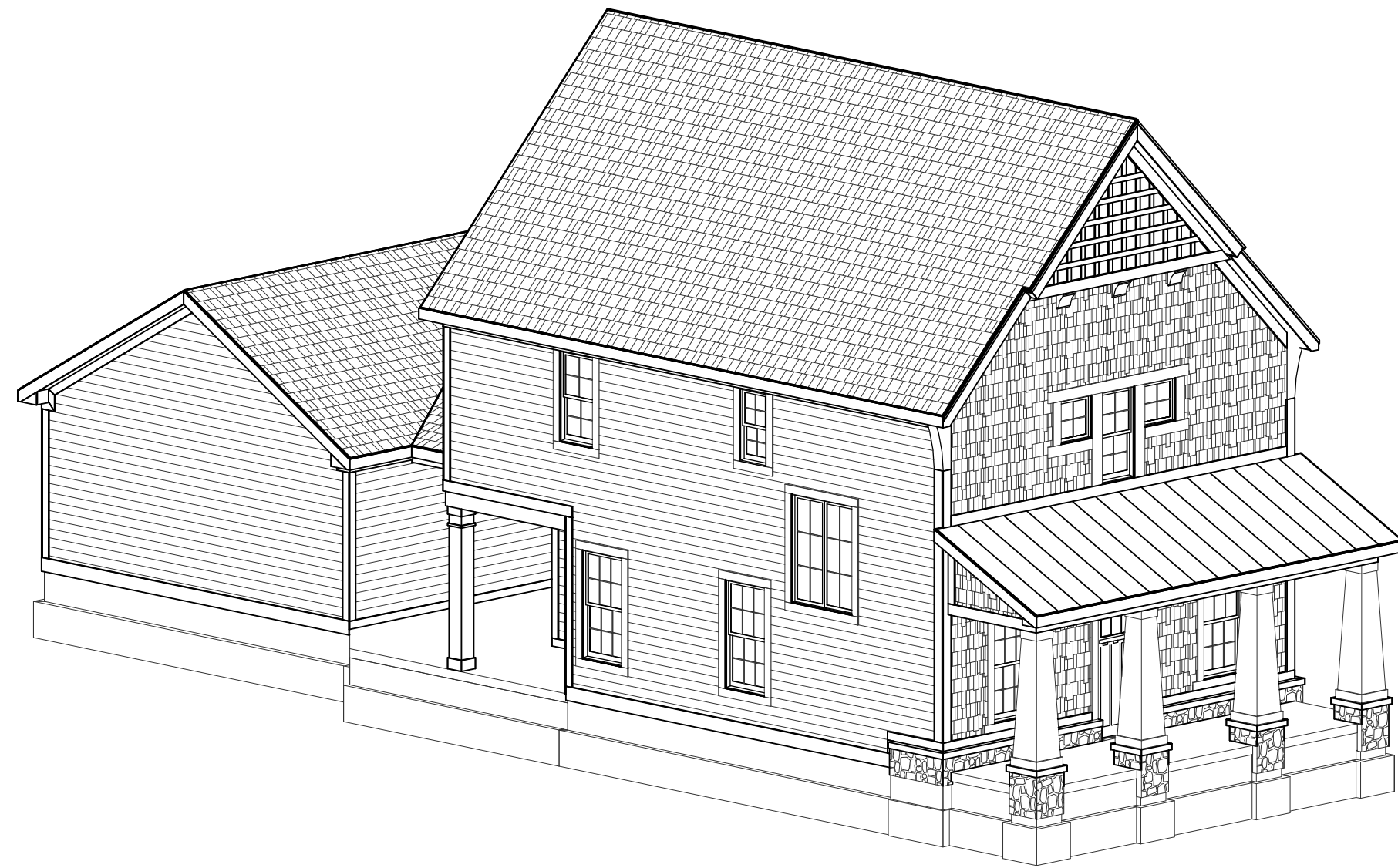


© CGVisions 2004 PLAN CREATION DATE 04/25/2014

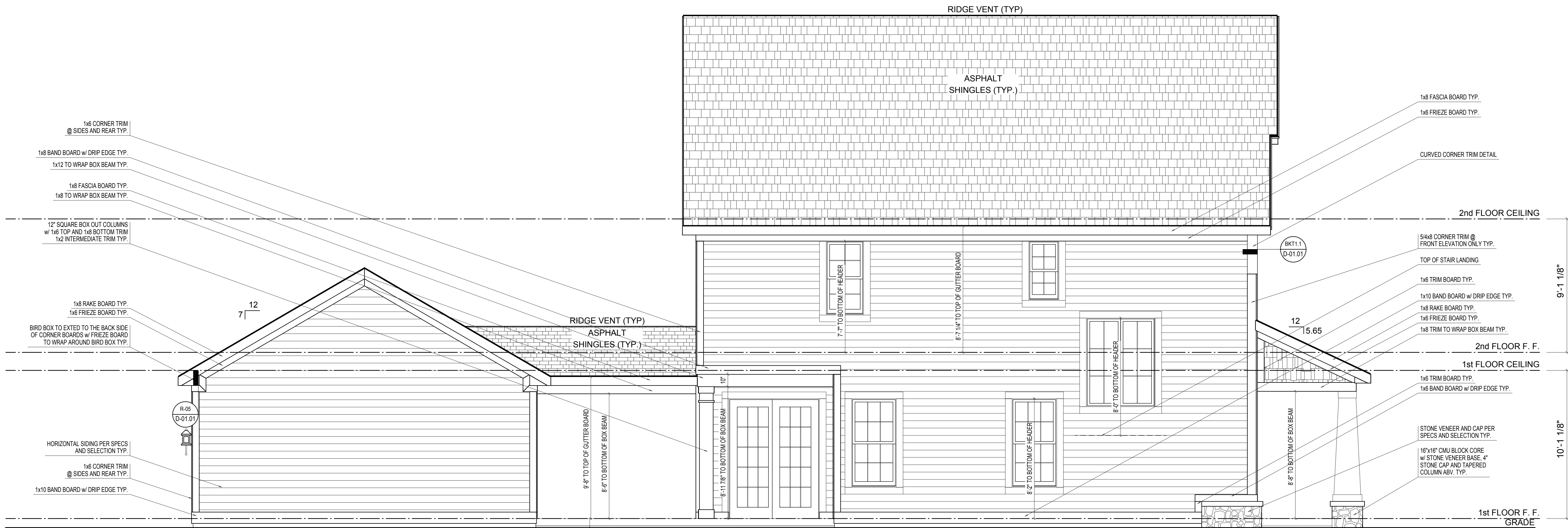
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	LOCATION:		
SHEET NUMBER			
A-03			



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

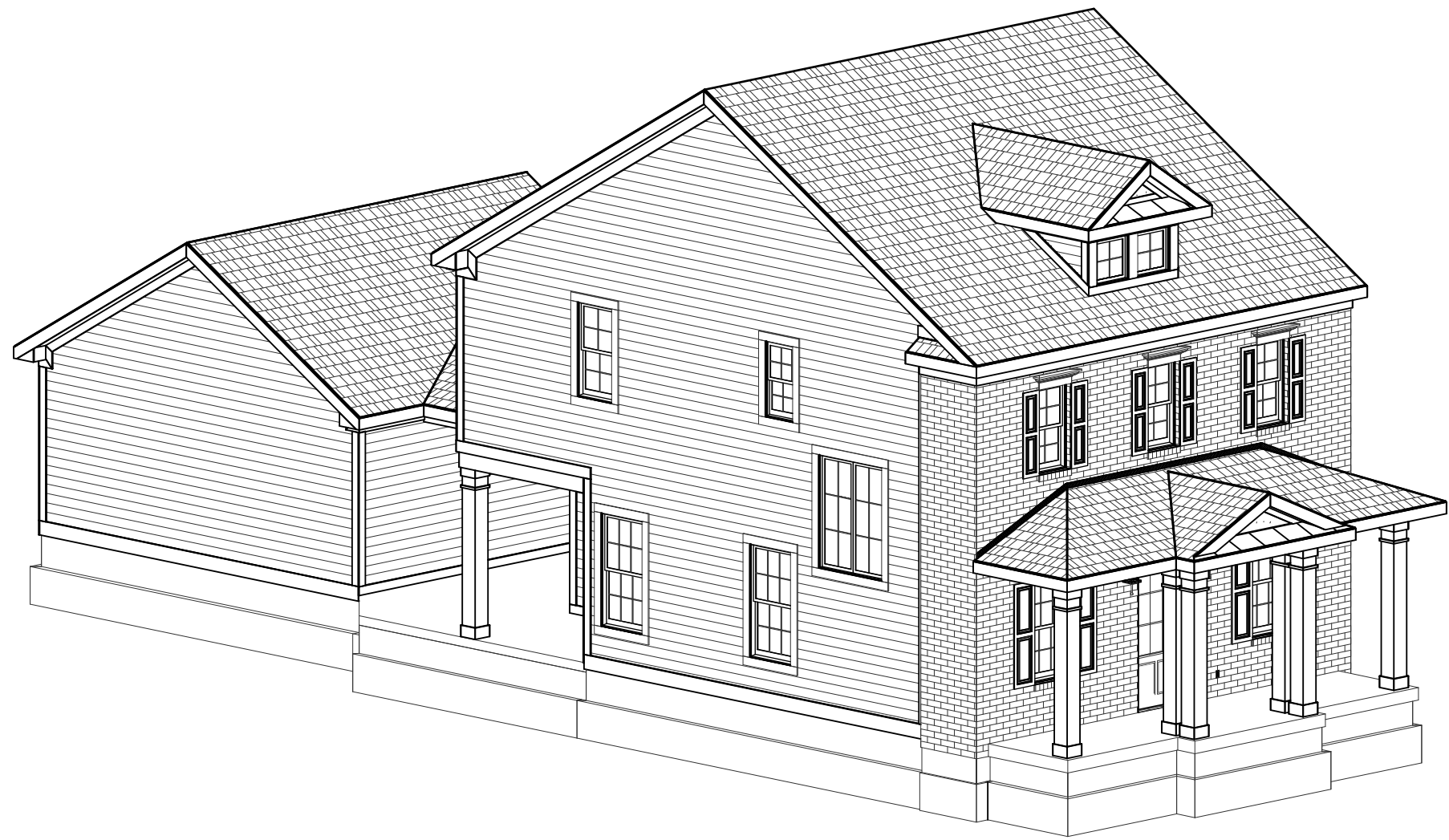
ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1000	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

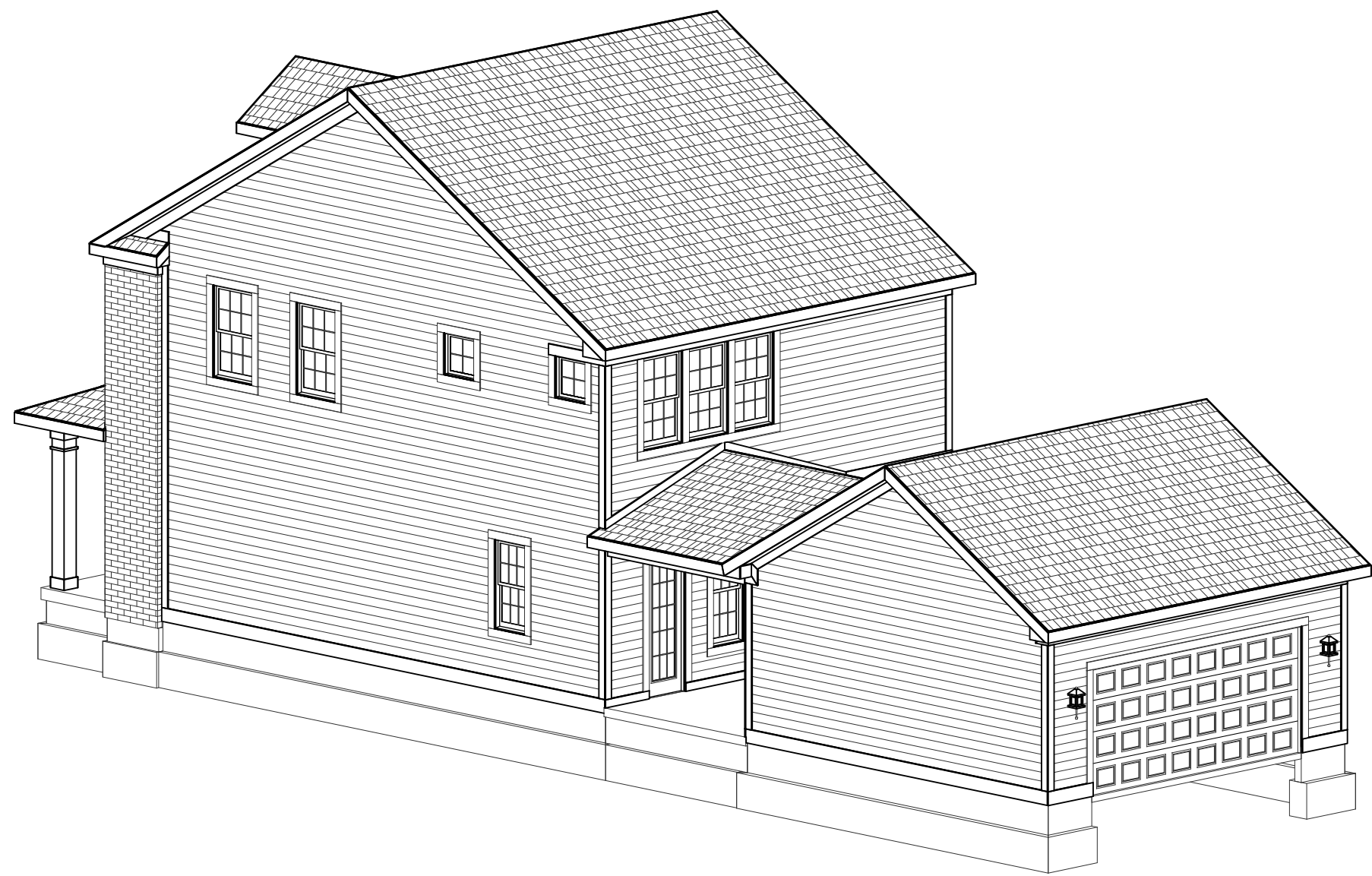
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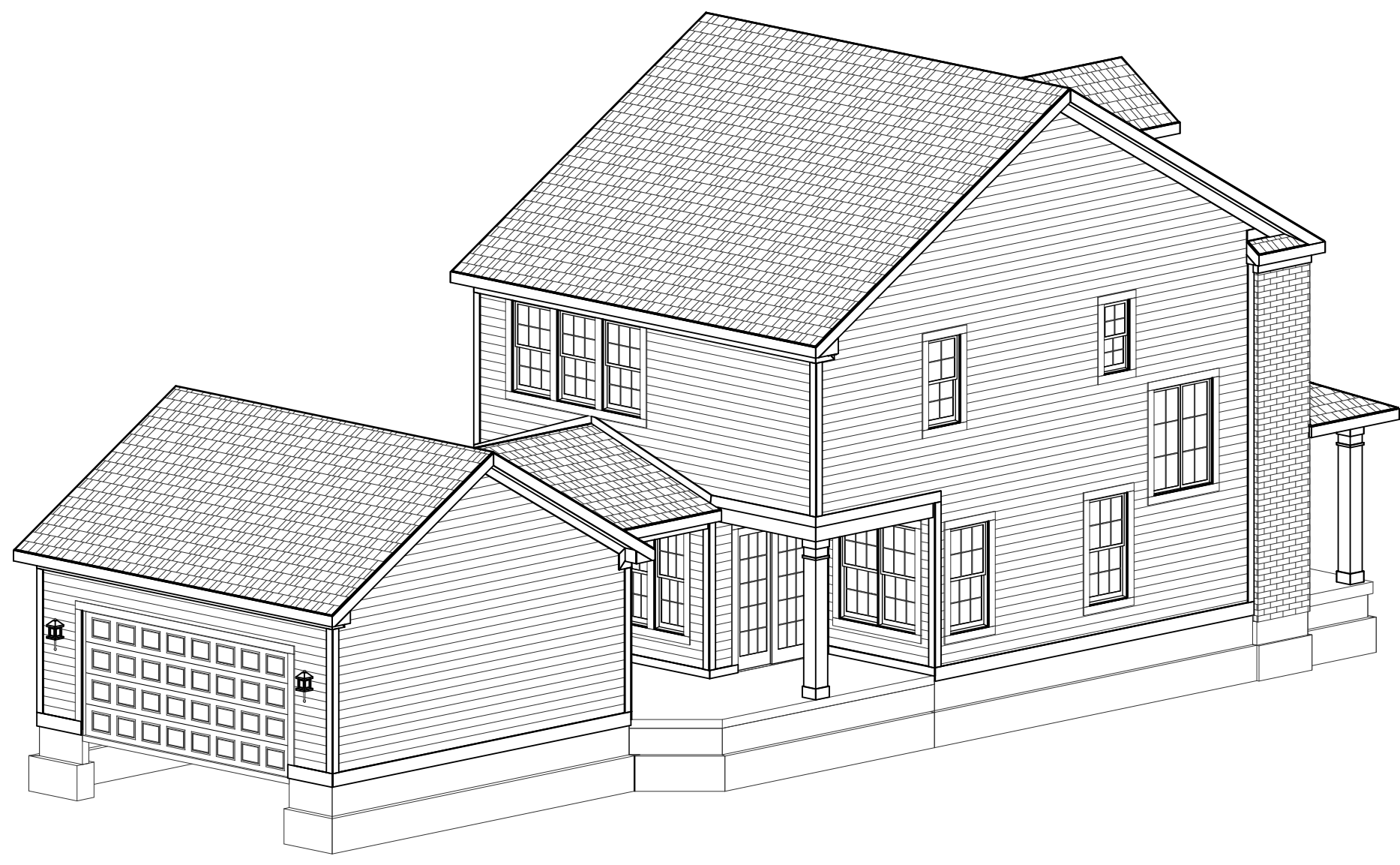
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GARAGE REAR			



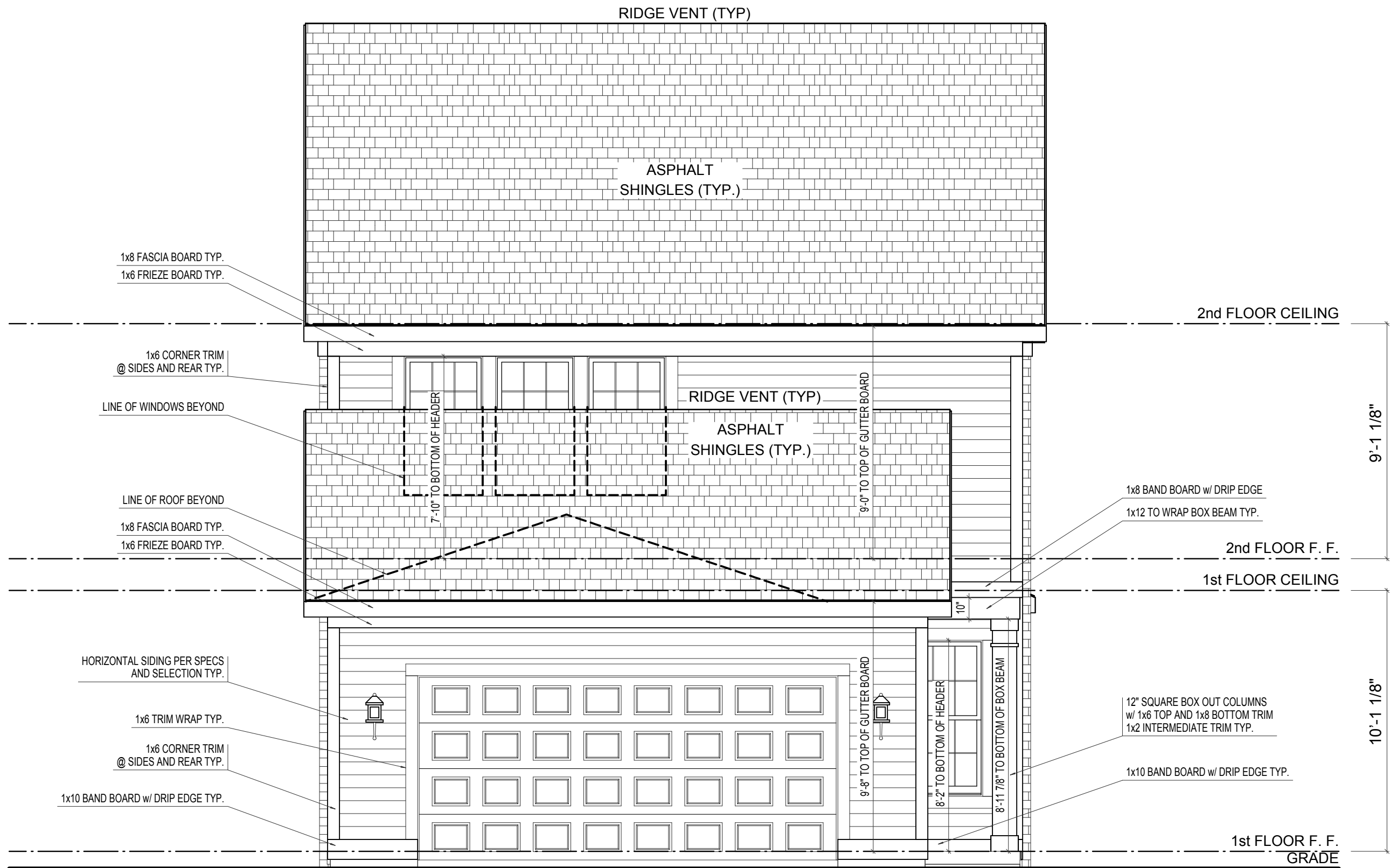
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FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-01	



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



EH_1000		PRINT DATE: 09/12/2014	
FOR:	Estridge Homes	SHEET NUMBER	
LOCATION:			
A-02			



SCALE: 1/4"=1'-0"



A-03

CGVisions 2004 PLAN CREATION DATE 04/25/2014



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



© Estridae Homes 09/12/2014

PRINT DATE: 09/12/2014	
EH_1000	
FOR:	Estridge Homes
LOCATION:	
SHEET NUMBER	
A-04	

© CGVisions 2004 PLAN CREATION DATE 04/25/2014



1000 Plan

Elevation Concept C

SCALE 1/4" = 1'-0"

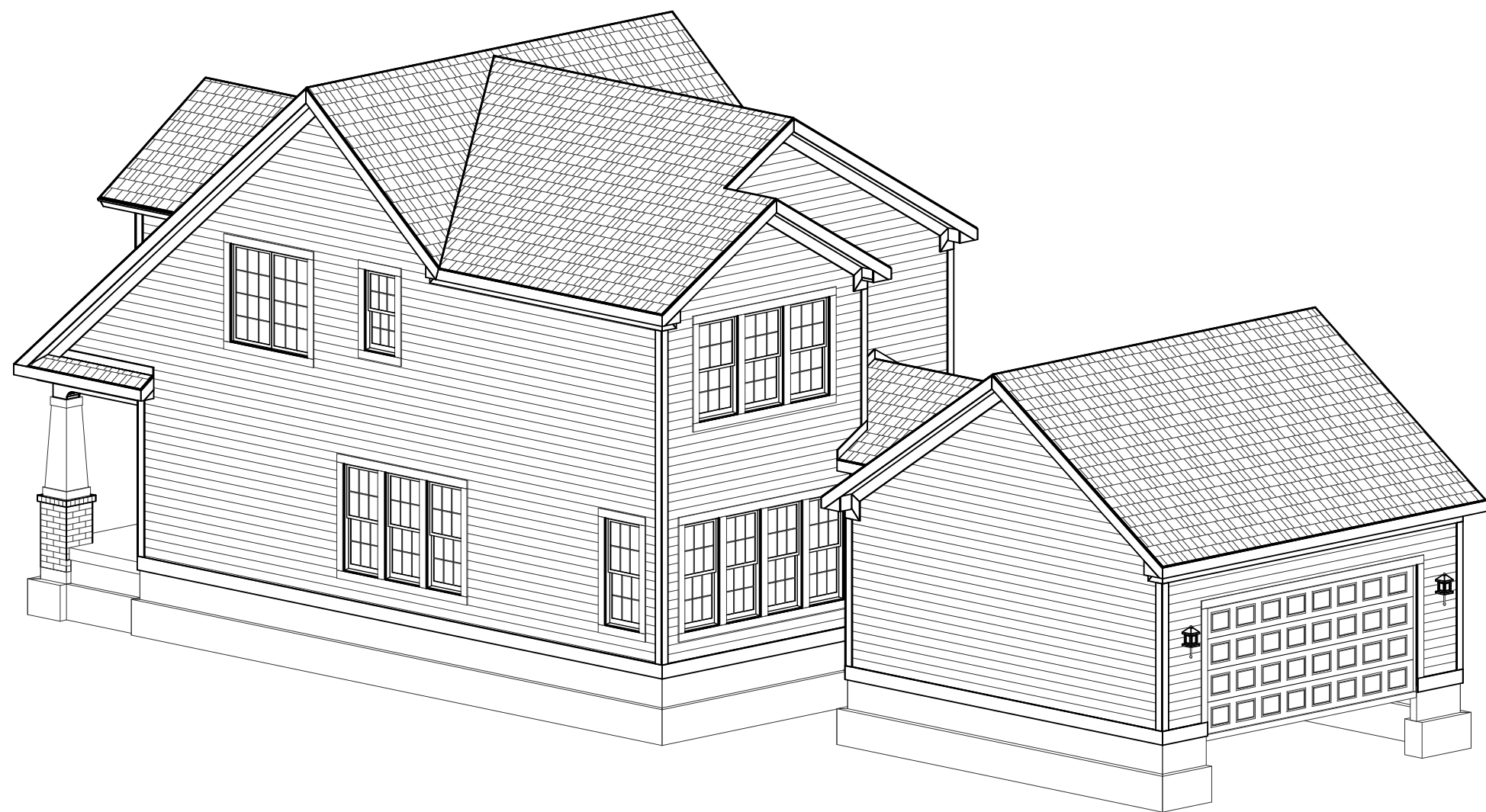


SCALE: 1/4"=1'-0"



© Estridae Homes 09/11/2014

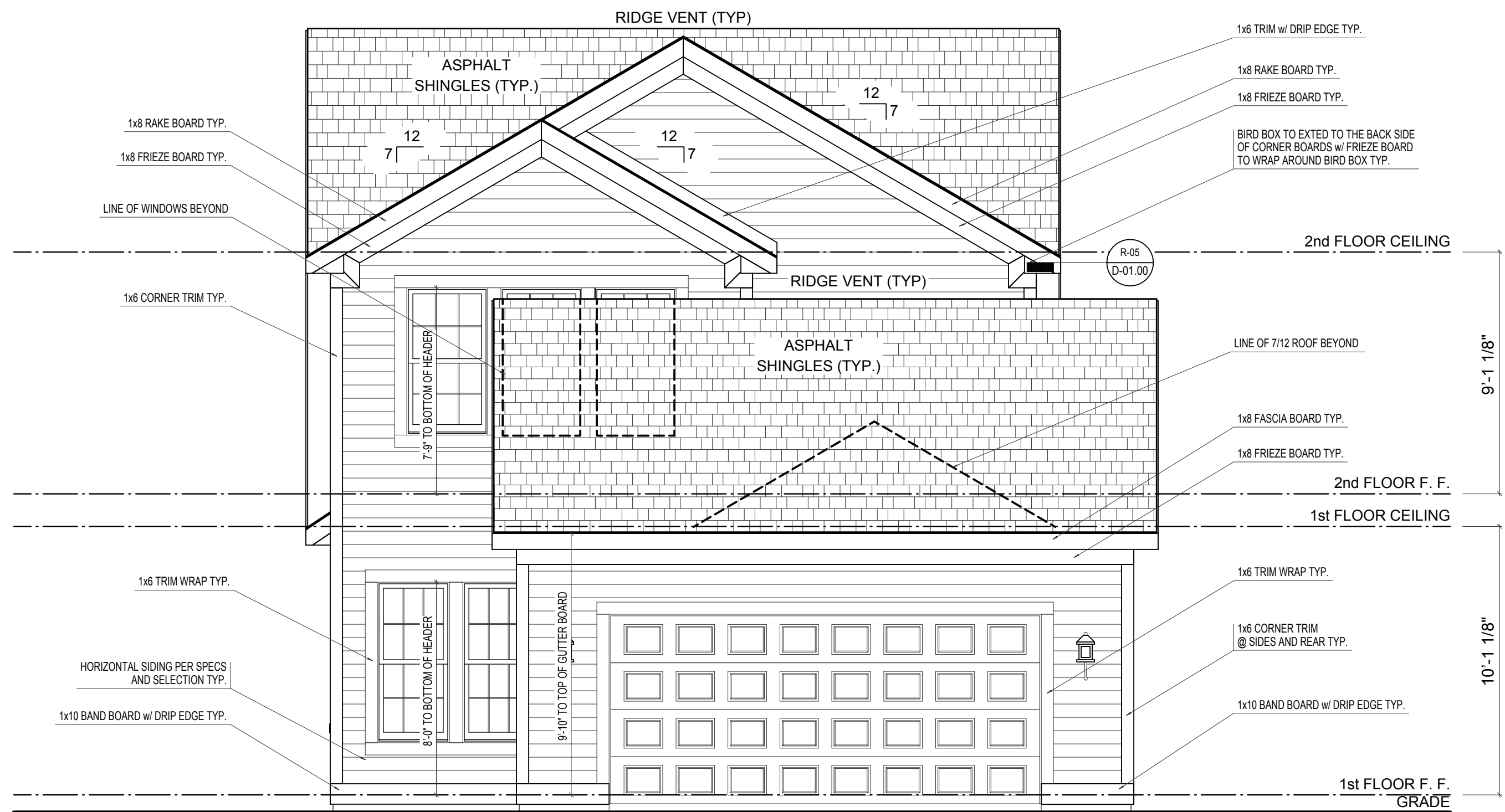
© CGVisions 2004 PLAN CREATION DATE 04/30/2014



REAR-RIGHT



REAR-LEFT



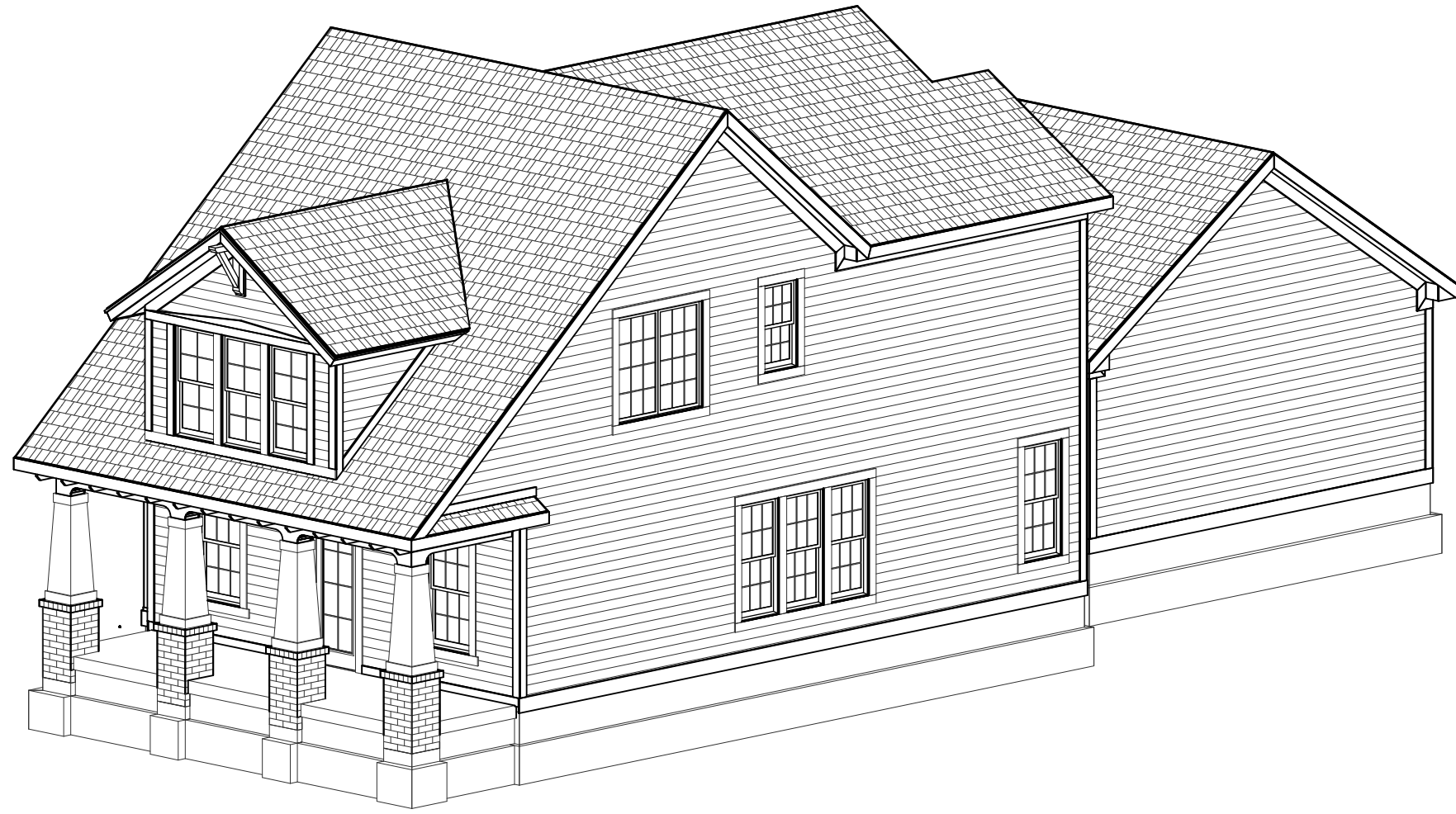
REAR ELEVATION

SCALE: 1/4"=1'-0"

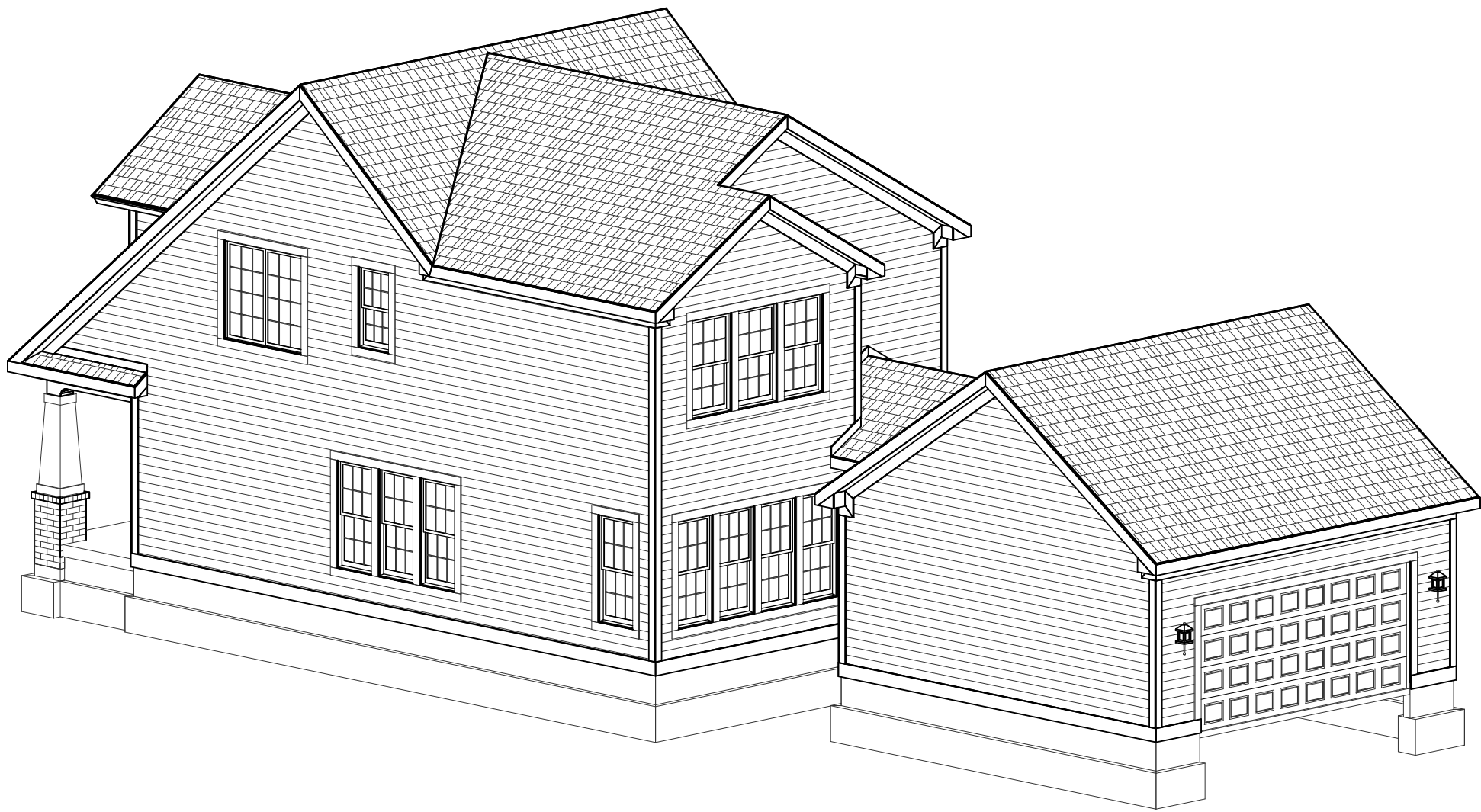
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



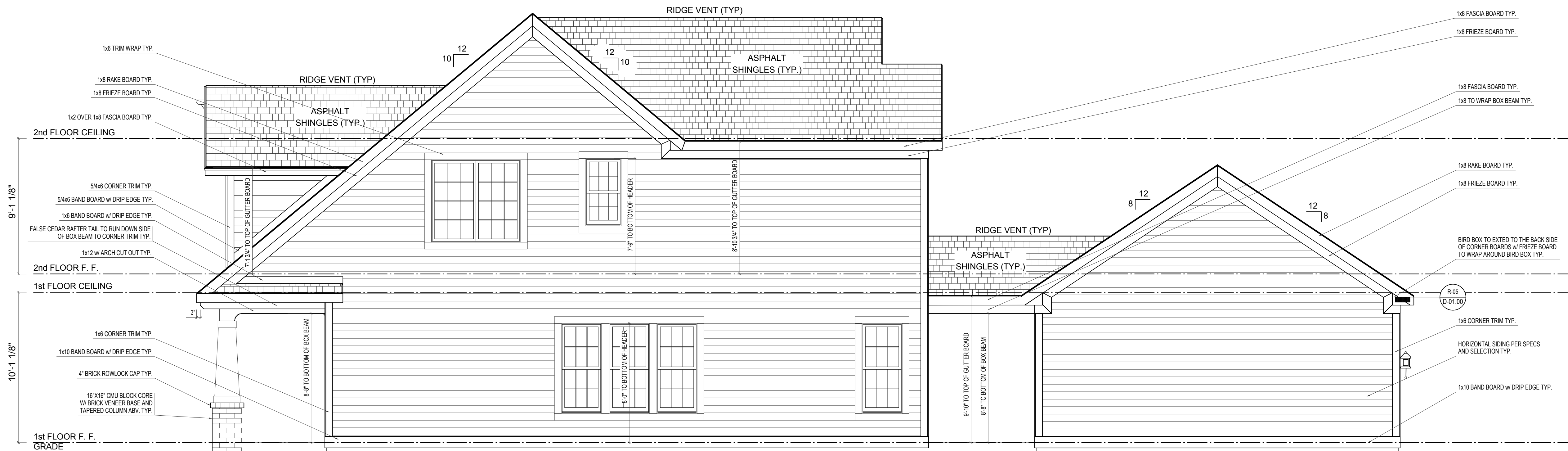
PRINT DATE: 09/11/2014		
EH_1015	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1015

FOR: Estridge Homes

LOCATION:

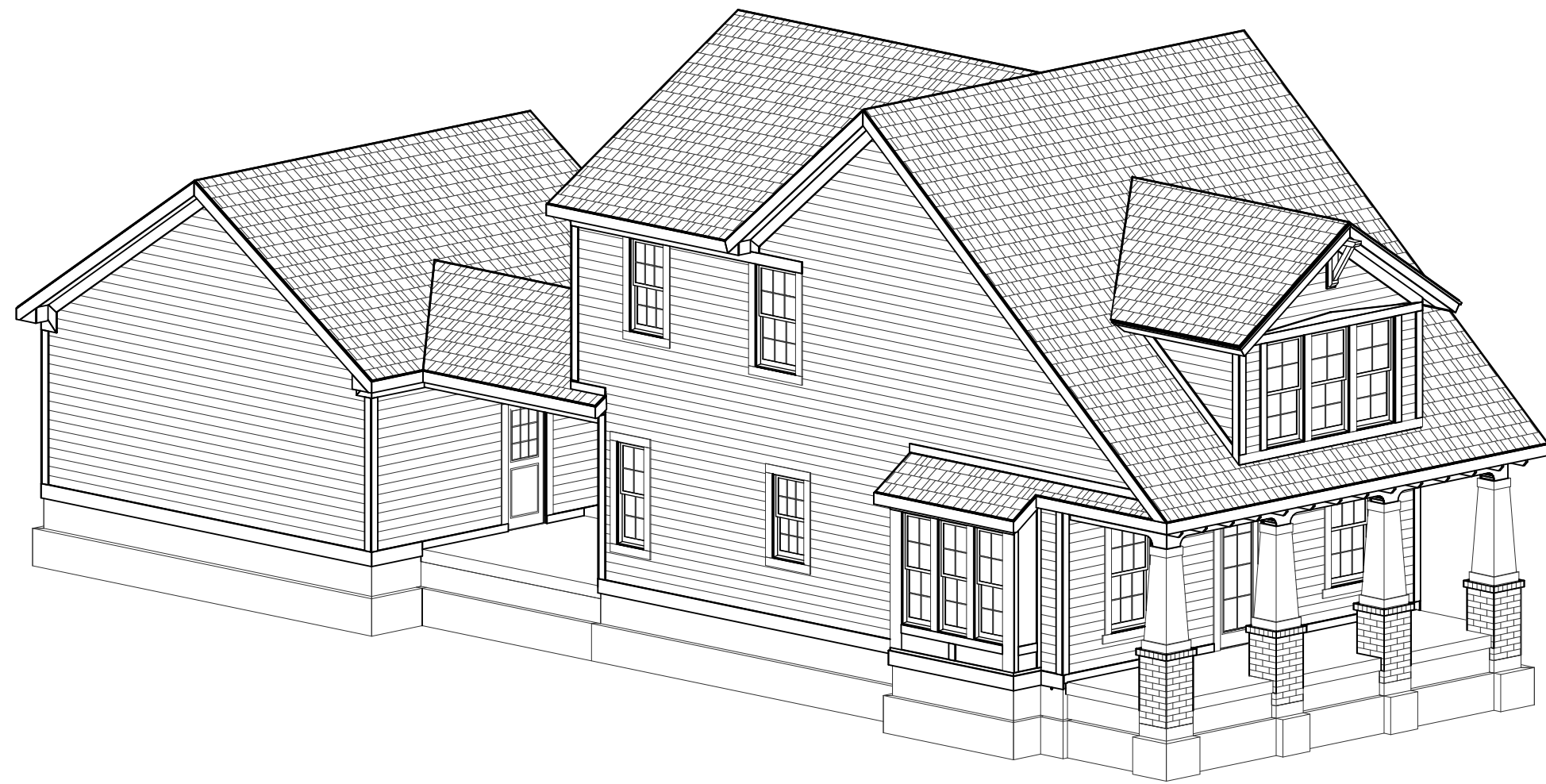
PRINT DATE:
09/11/2014

SHEET NUMBER

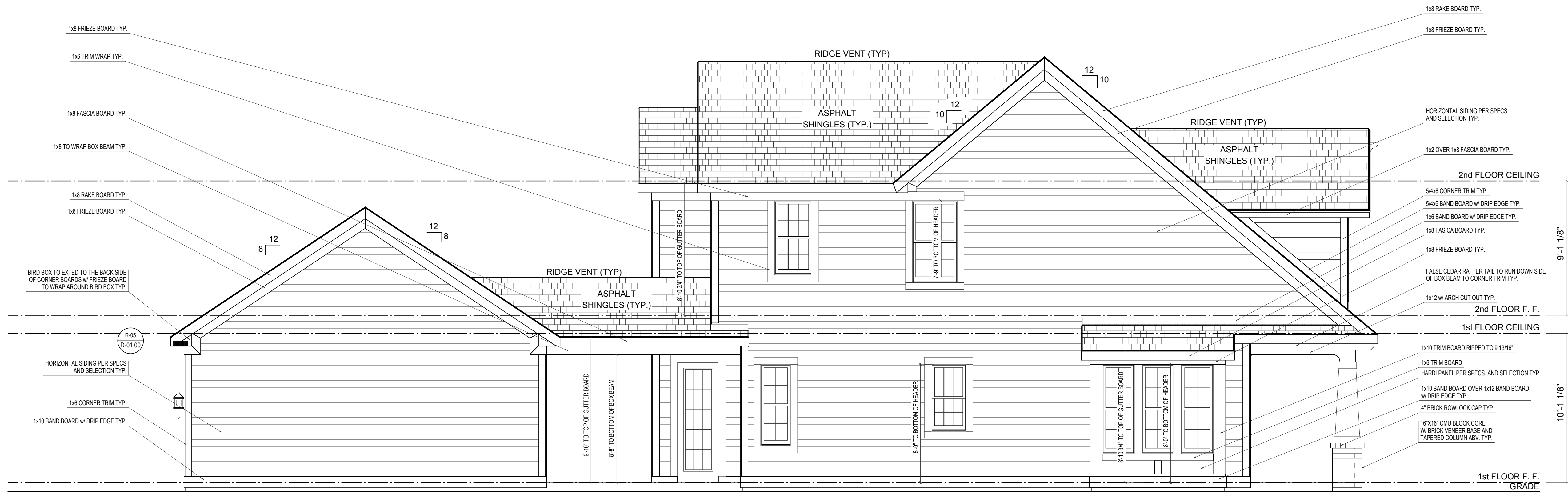
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
09/11/2014

EH_1015

FOR: Estridge Homes

LOCATION:

SHEET NUMBER

A-04



SCALE: 1/4"=1'-0"

PRINT DATE: 10/10/2014		
EH_1015	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		

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© CGVisions 2004 PLAN CREATION DATE 04/30/2014

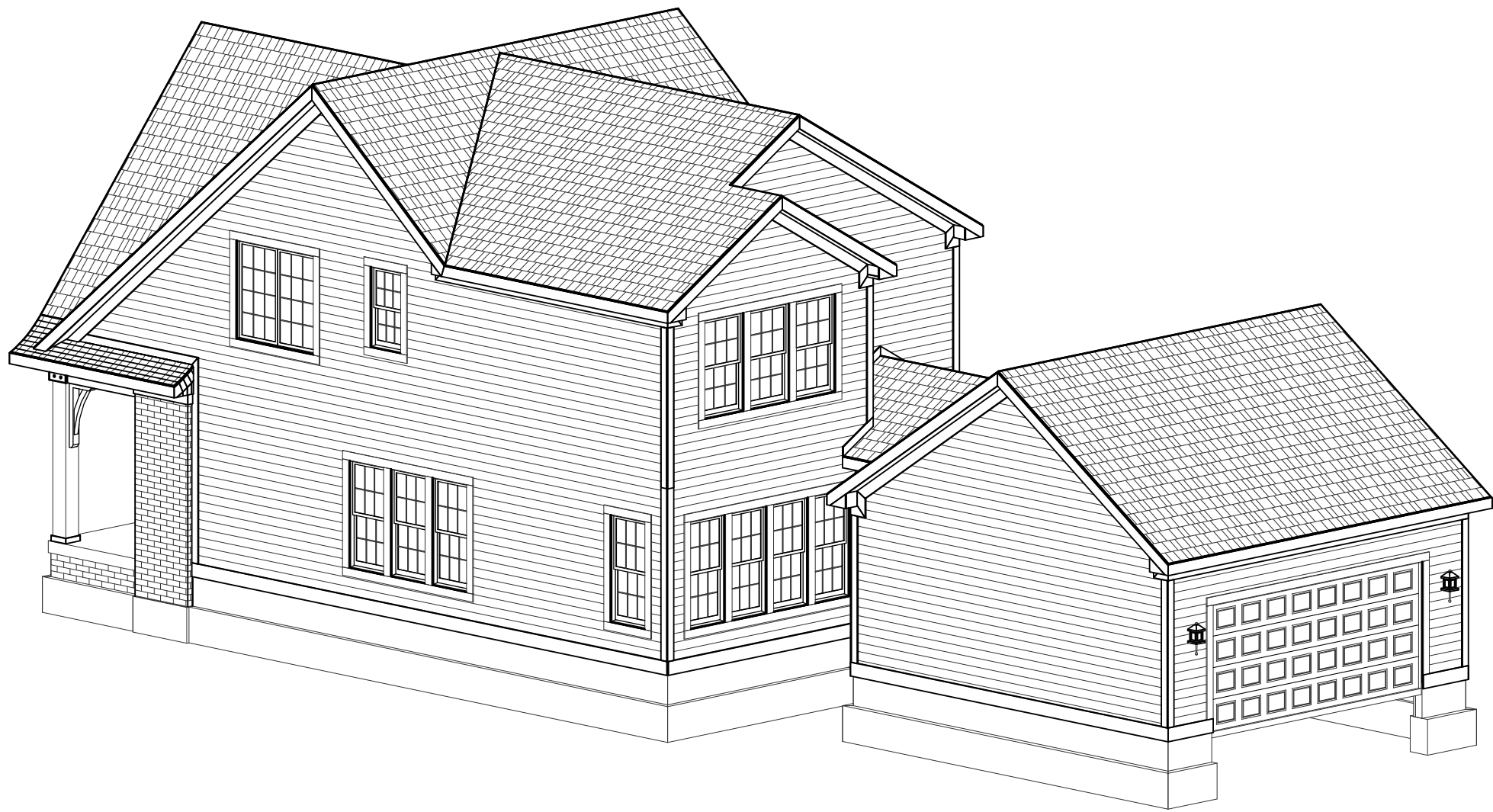


SCALE: 1/4"=1'-0"

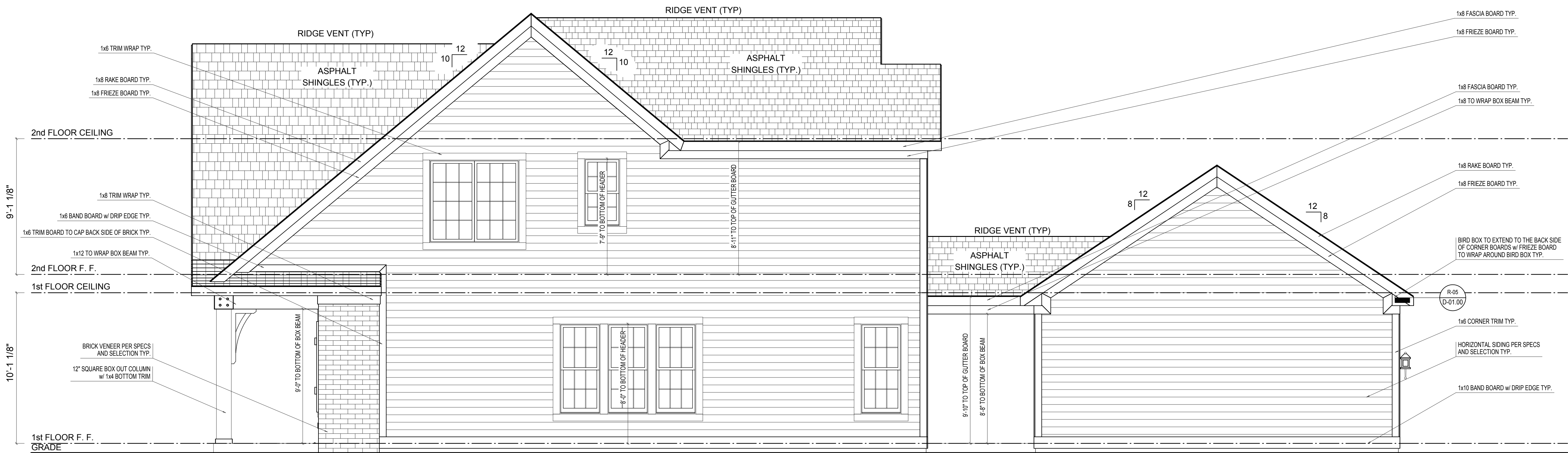
PRINT DATE: 10/10/2014	
EH_1015	FOR: Estridge Homes
	LOCATION:
SHEET NUMBER	
A-02	



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "B" BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
10/10/2014

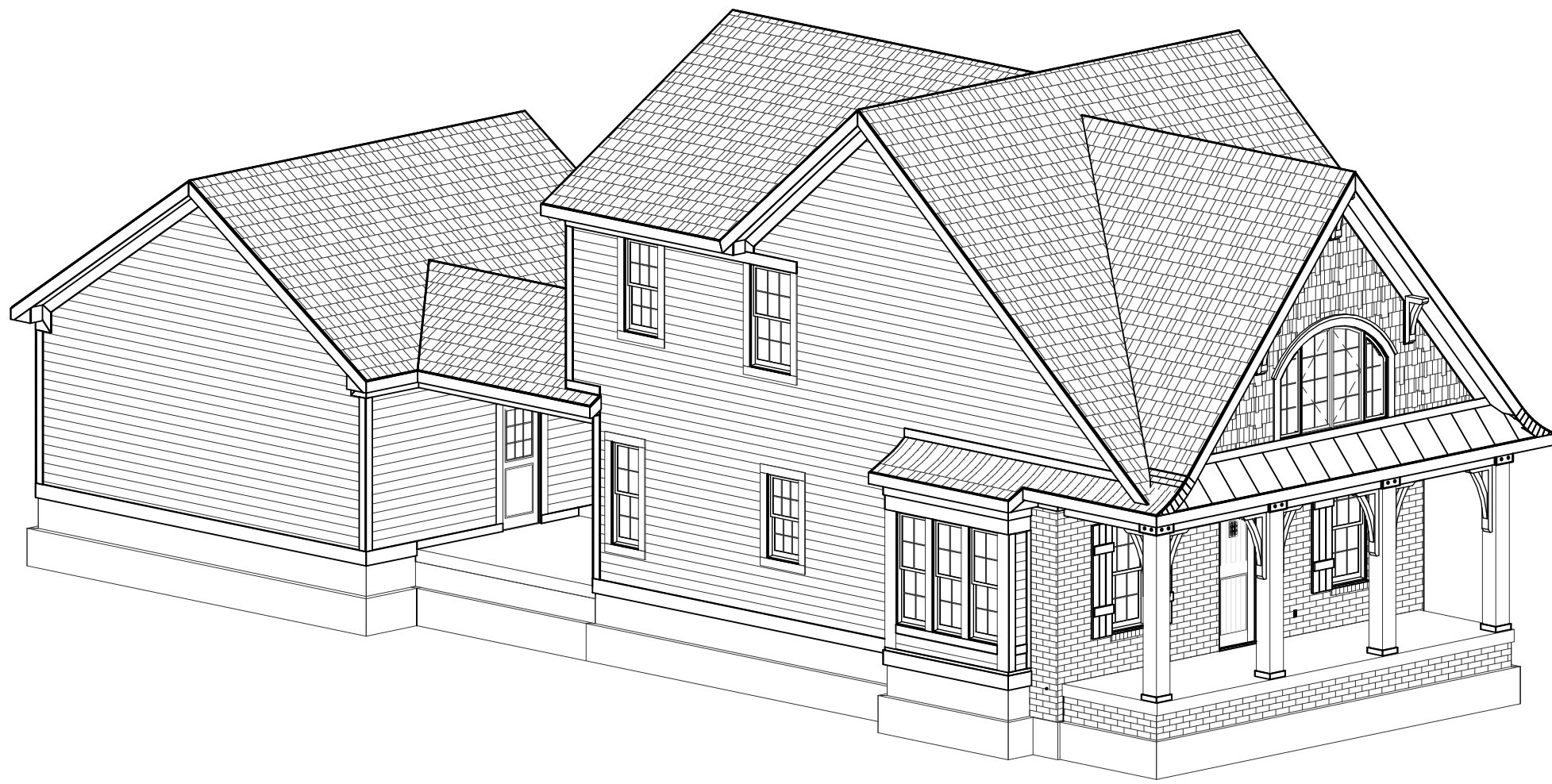
EH_1015
FOR: Estridge Homes
LOCATION:

SHEET NUMBER

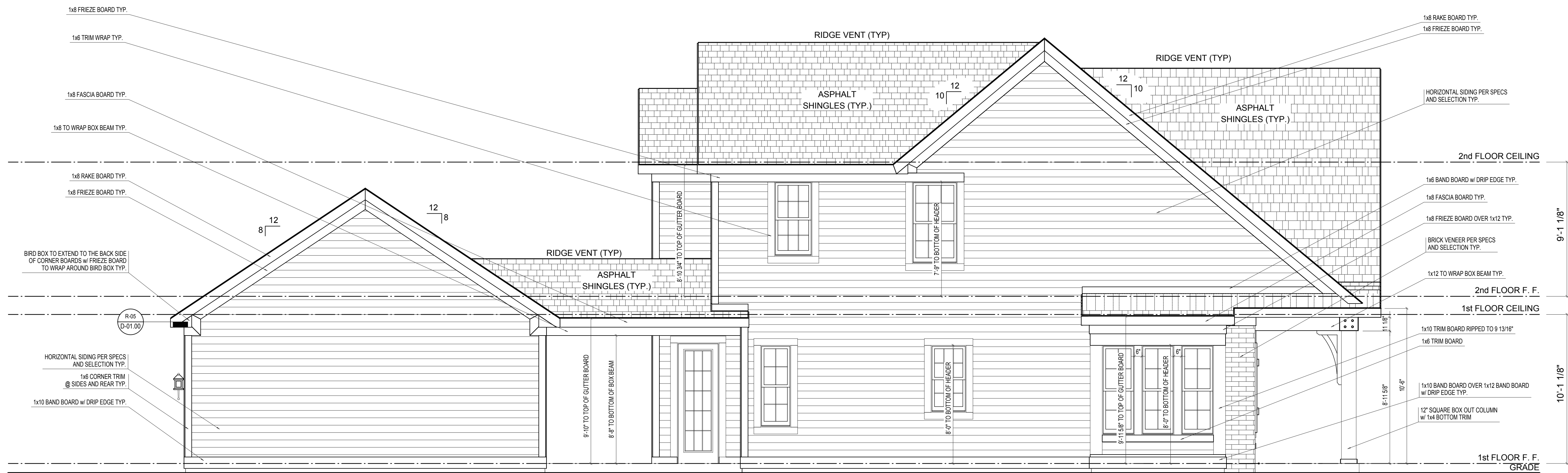
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1015		PRINT DATE: 10/10/2014	
FOR:	Estridge Homes		
LOCATION:			
SHEET NUMBER			
A-04			



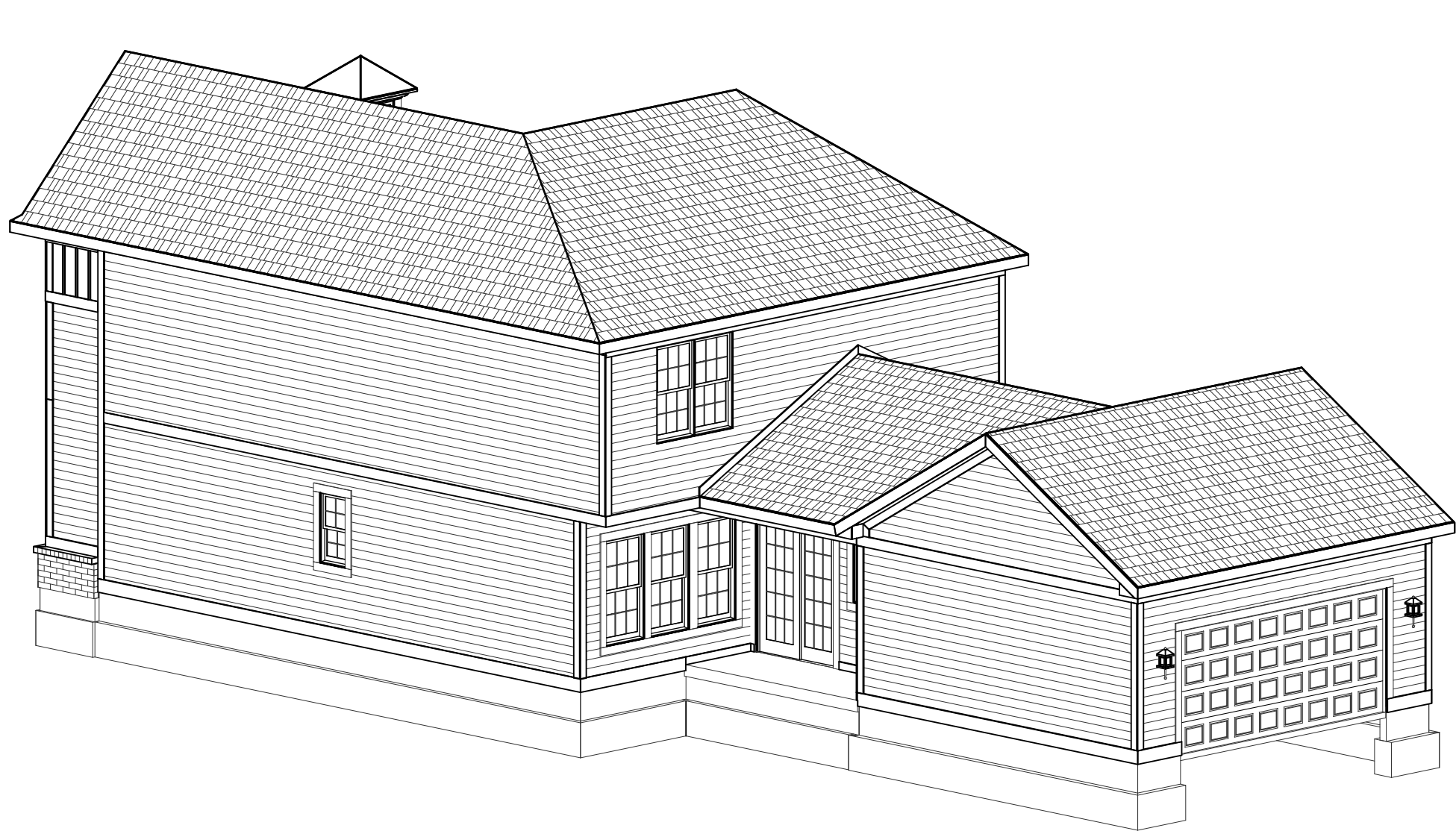
SCALE: 1/4"=1'-0"



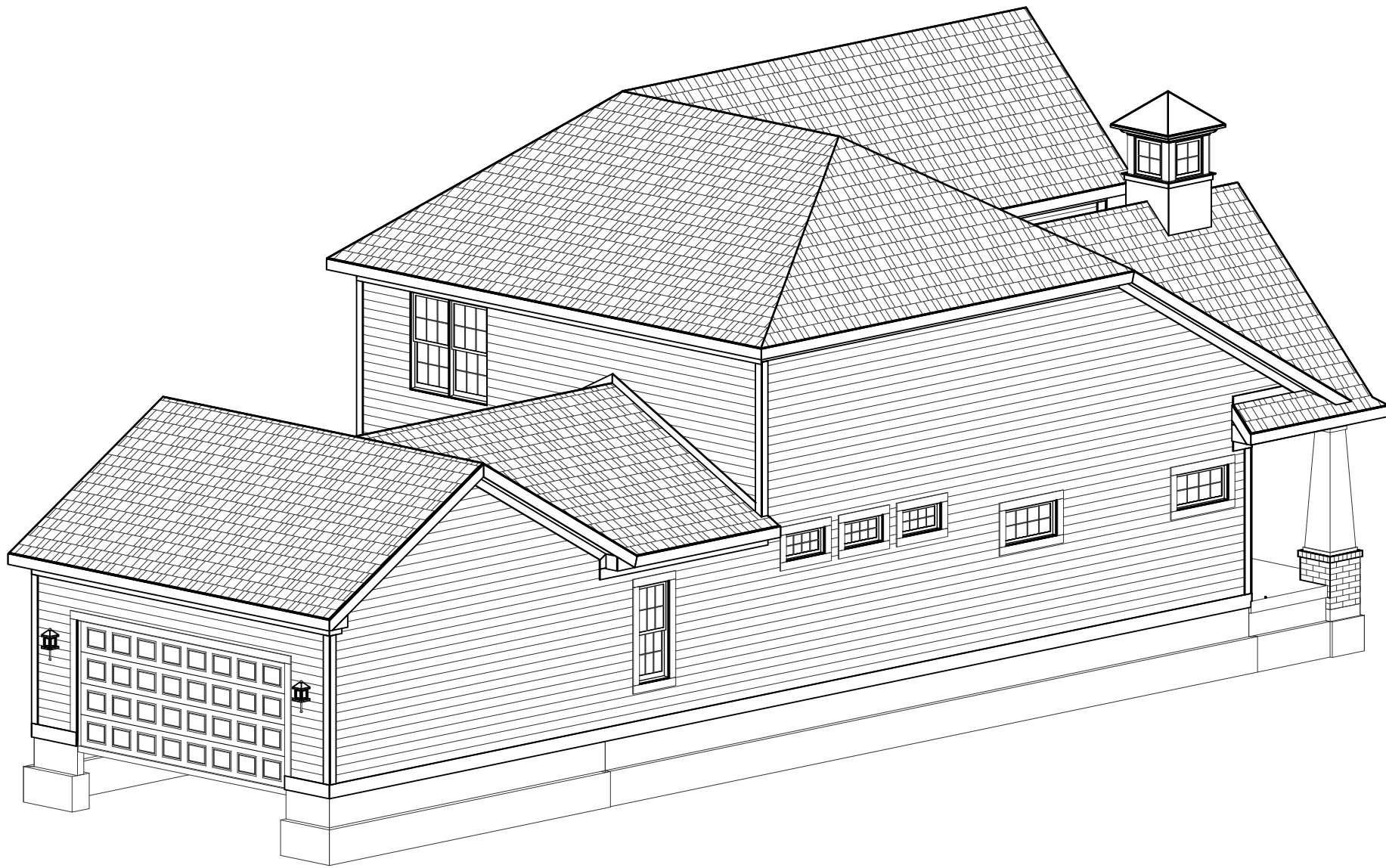
© Estridae Homes 07/11/2014

A-01

© CGVisions 2004 PLAN CREATION DATE 05/05/2014



REAR-RIGHT



REAR-LEFT



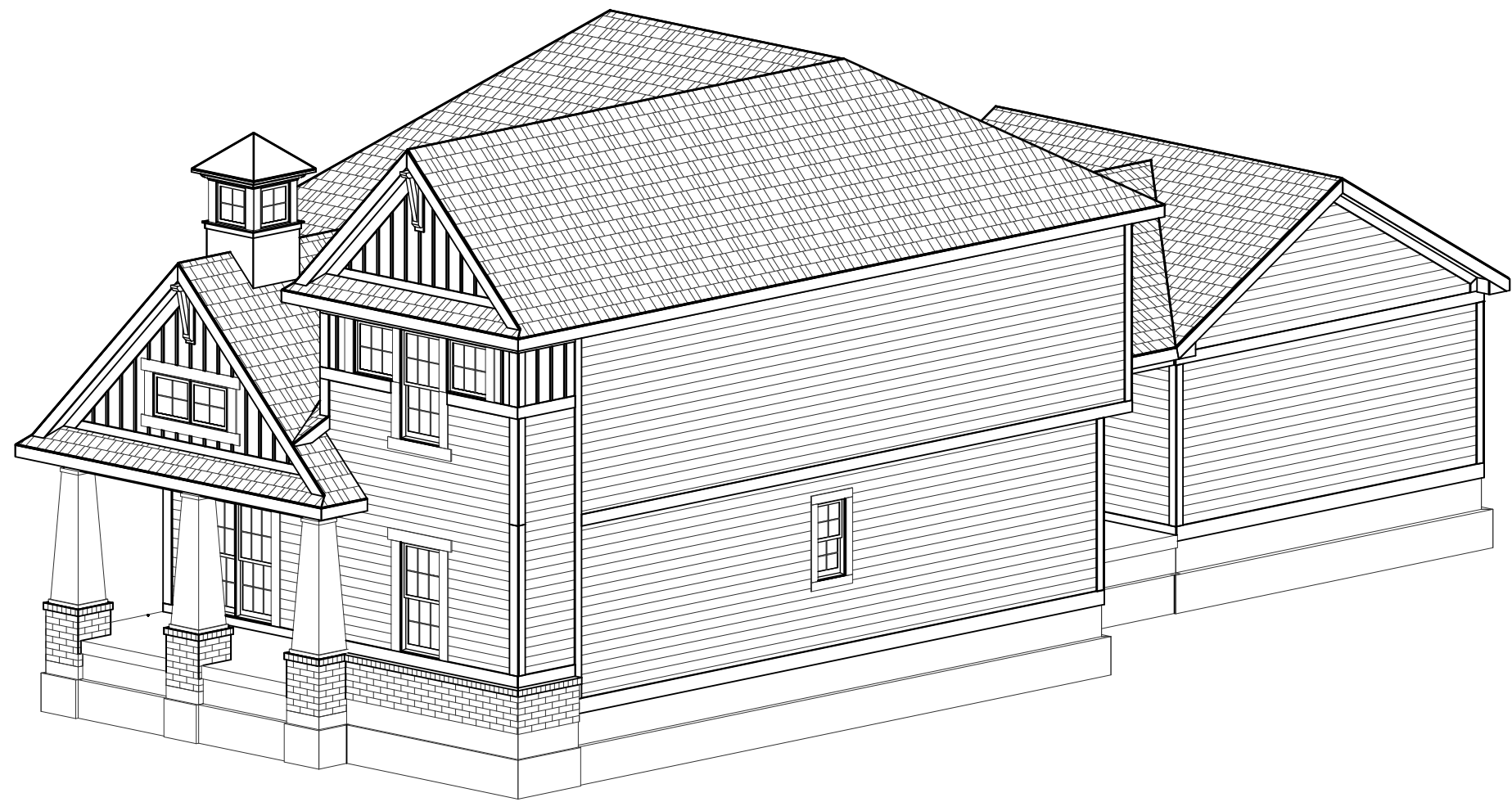
REAR ELEVATION

SCALE: 1/4"=1'-0"

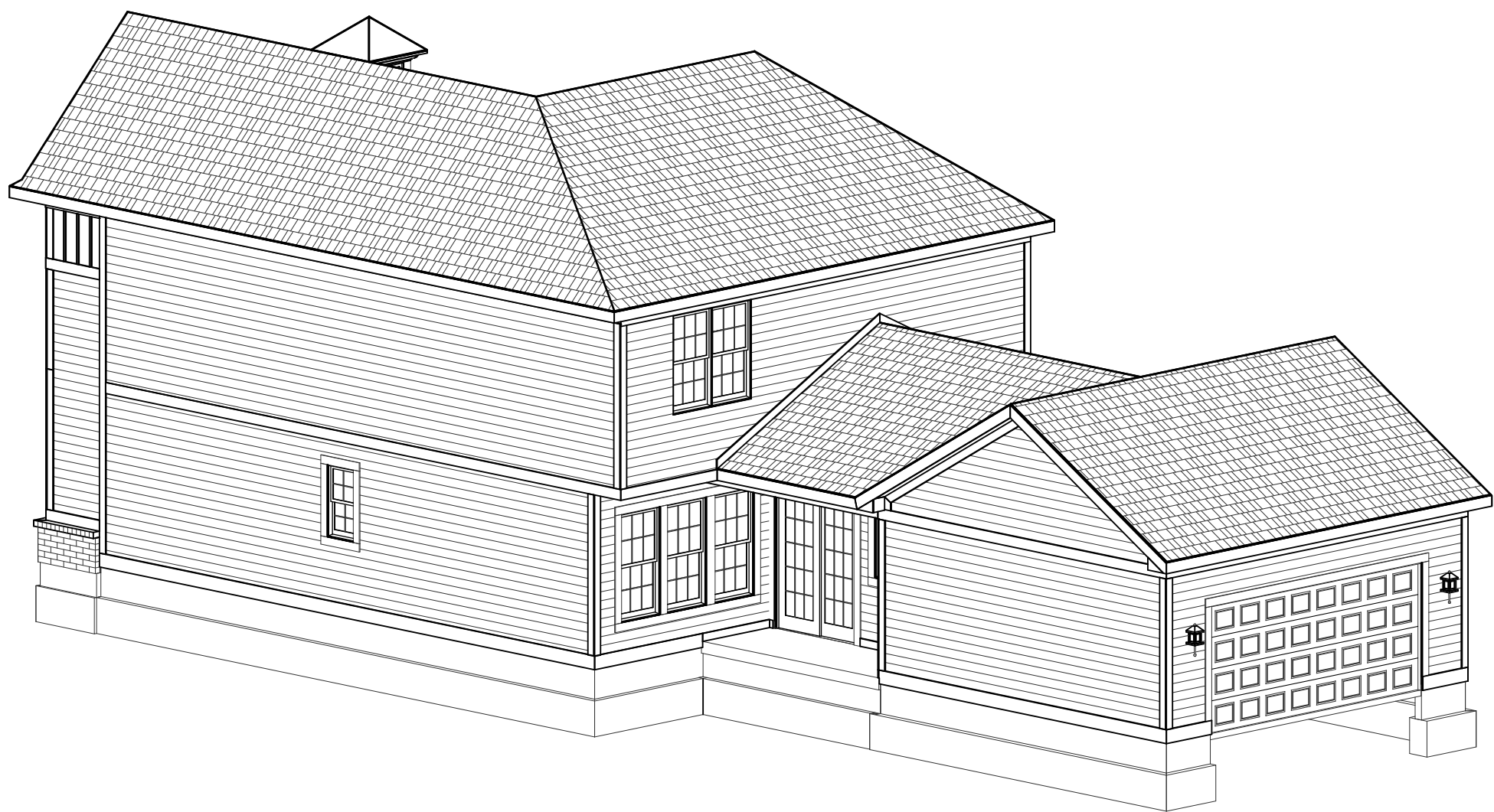
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



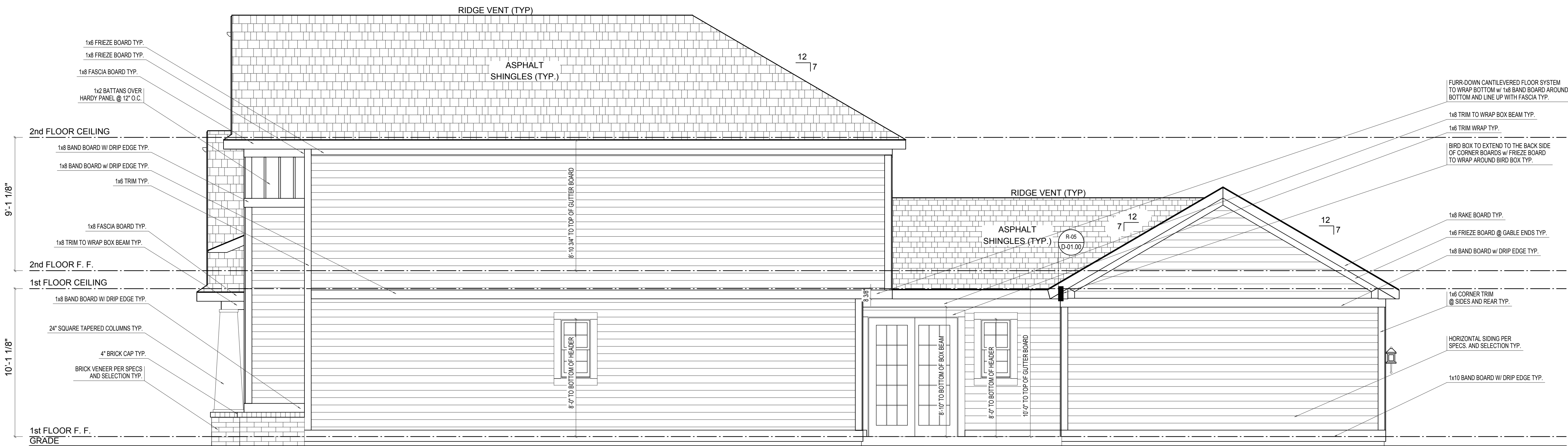
PRINT DATE: 07/11/2014			
EH_1030	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
07/11/2014

EH_1030

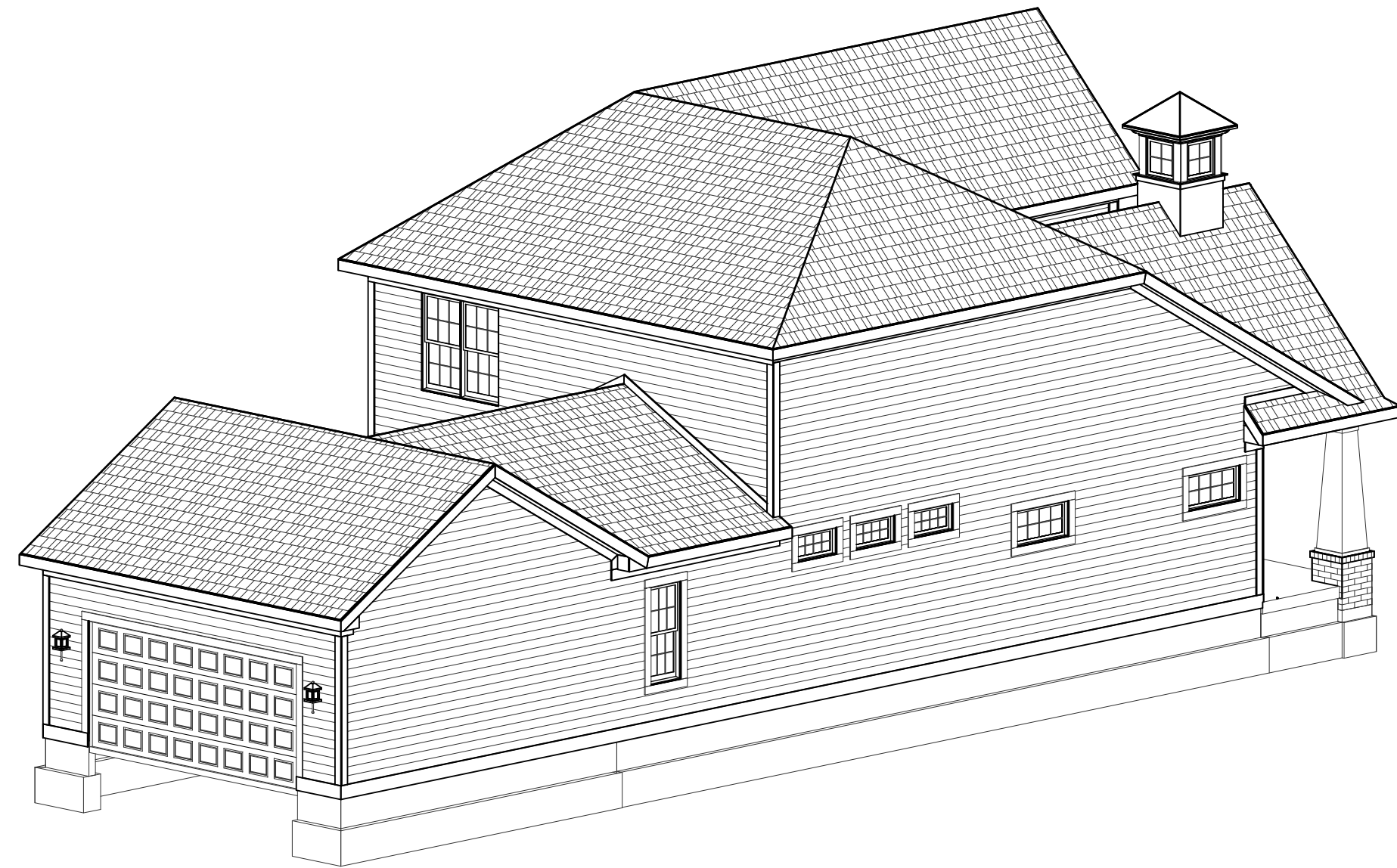
FOR: Estridge Homes

LOCATION:

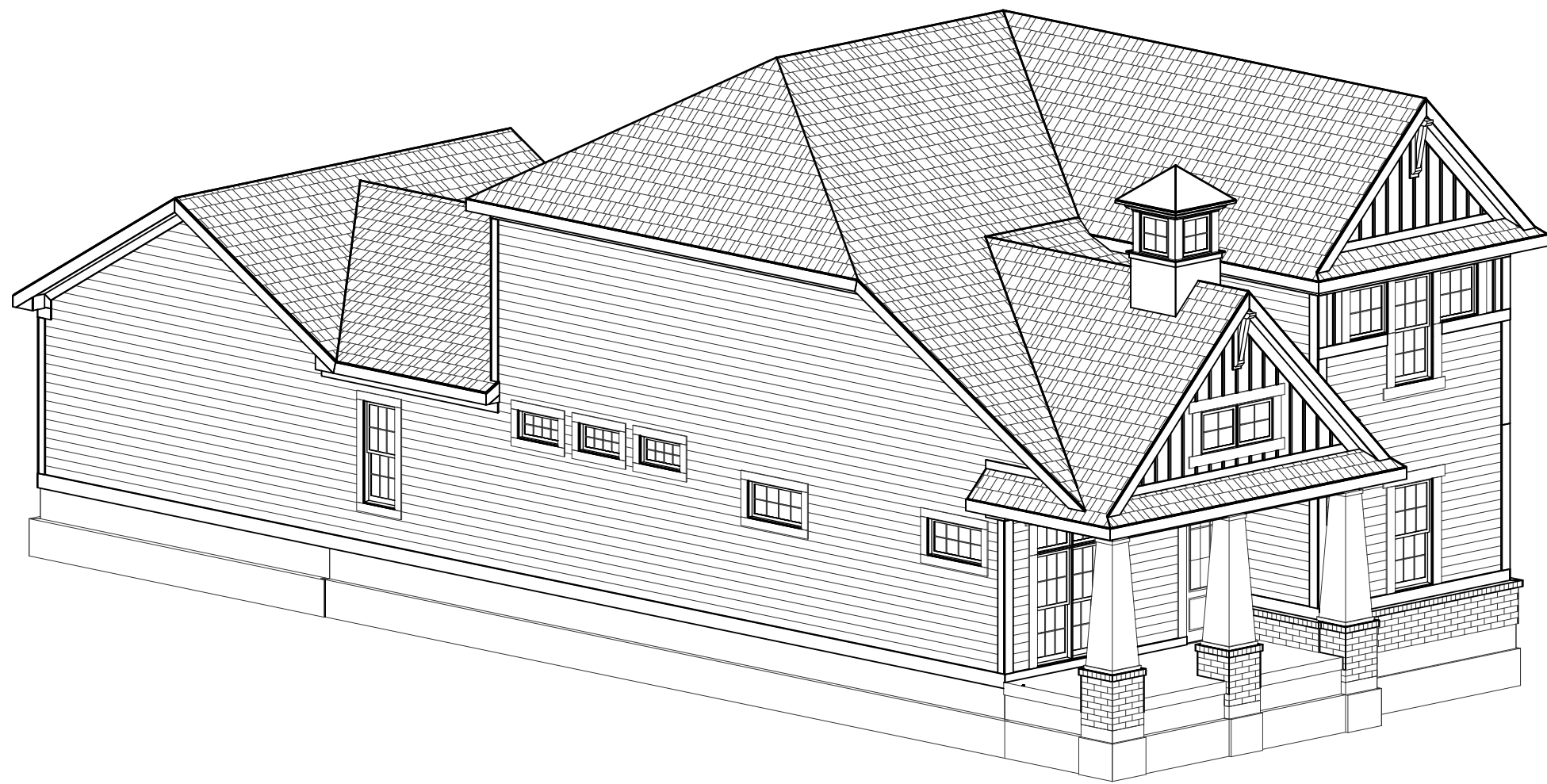
SHEET NUMBER

A-03

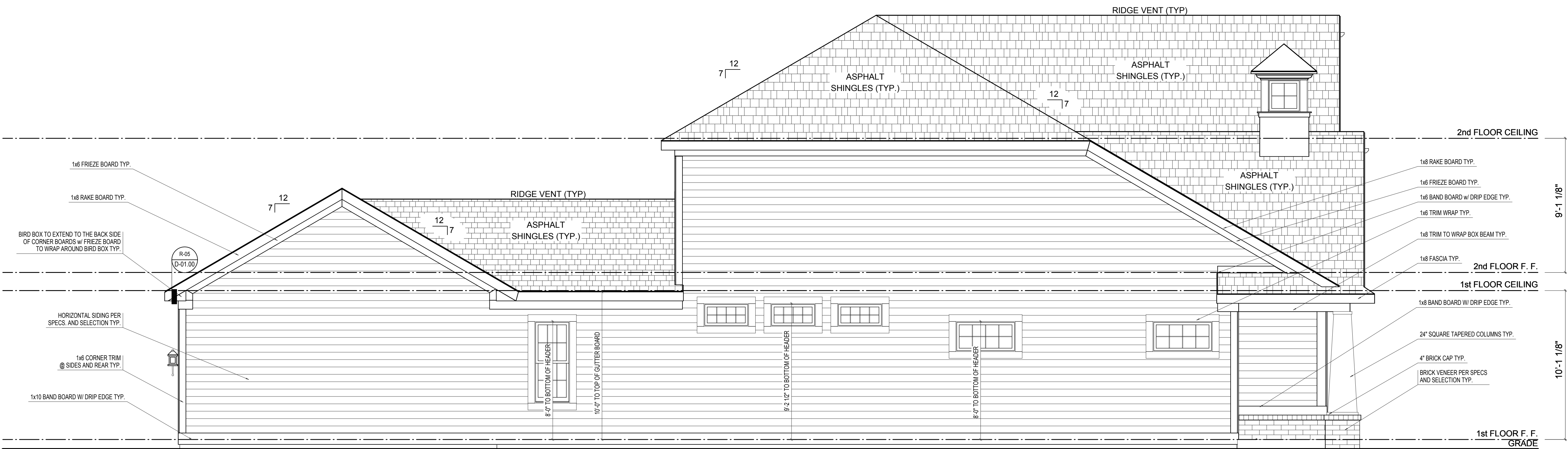
REVISIONS #2 CHECKSET
NOT FOR CONSTRUCTION



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 07/11/2014		
EH_1030	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



1030 Plan

SCALE 1/4" = 1'-0"



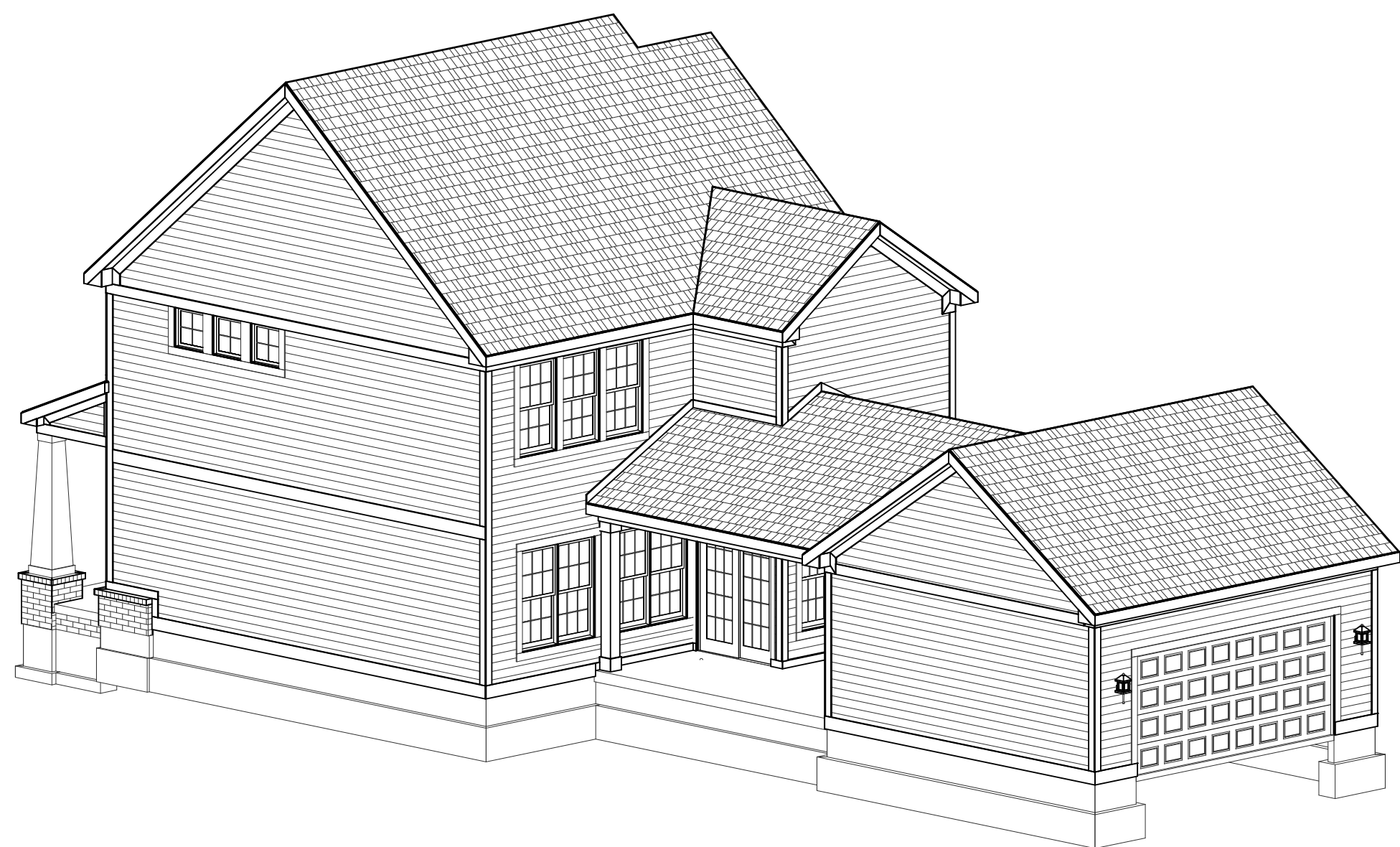
SCALE: 1/4"=1'-0"



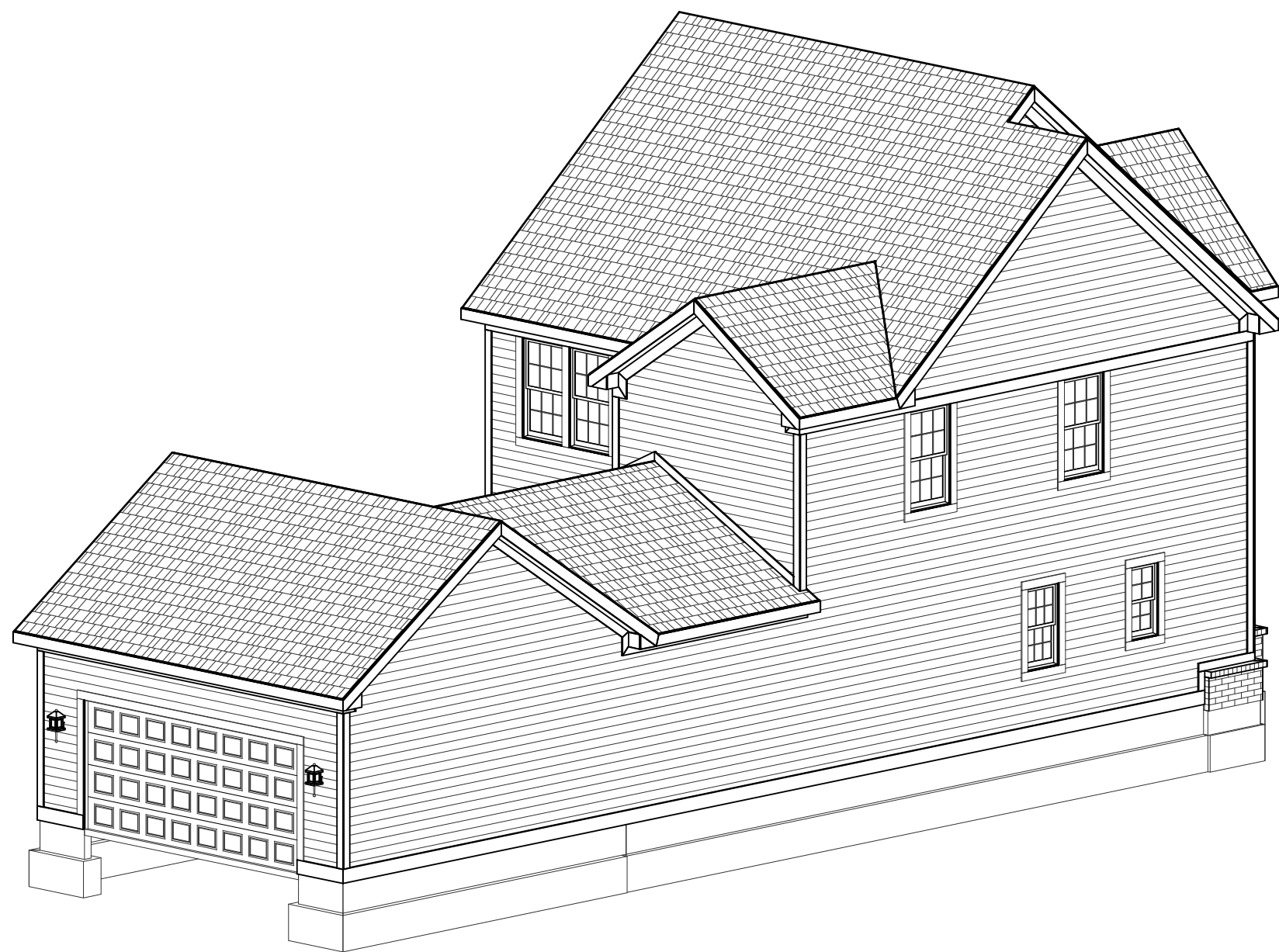
© Estridge Homes 10/08/2014

EH_1045	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-01				

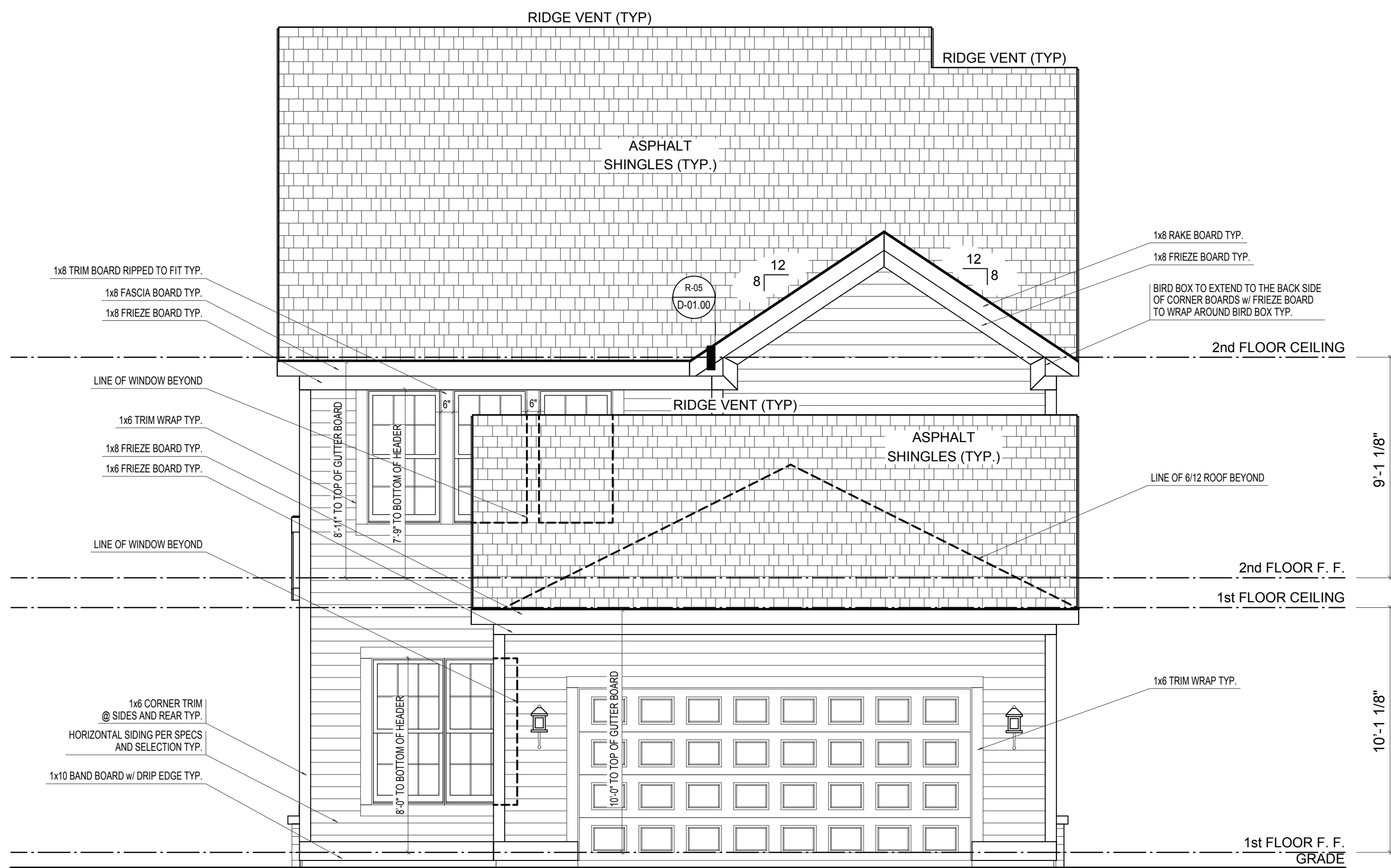
© CGVisions 2004 PLAN CREATION DATE 05/07/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014			
EH_1045	FOR:	Estridge Homes	LOCATION:
SHEET NUMBER			
A-02			



ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

[illegible]

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PRINT DATE:
10/08/2014

EH 1045

FOR:

OCCUPATION:

SHEET NUMBER		

A-03

© CGVisions 2004 PLAN CREATION DATE 05/07/2014



ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				

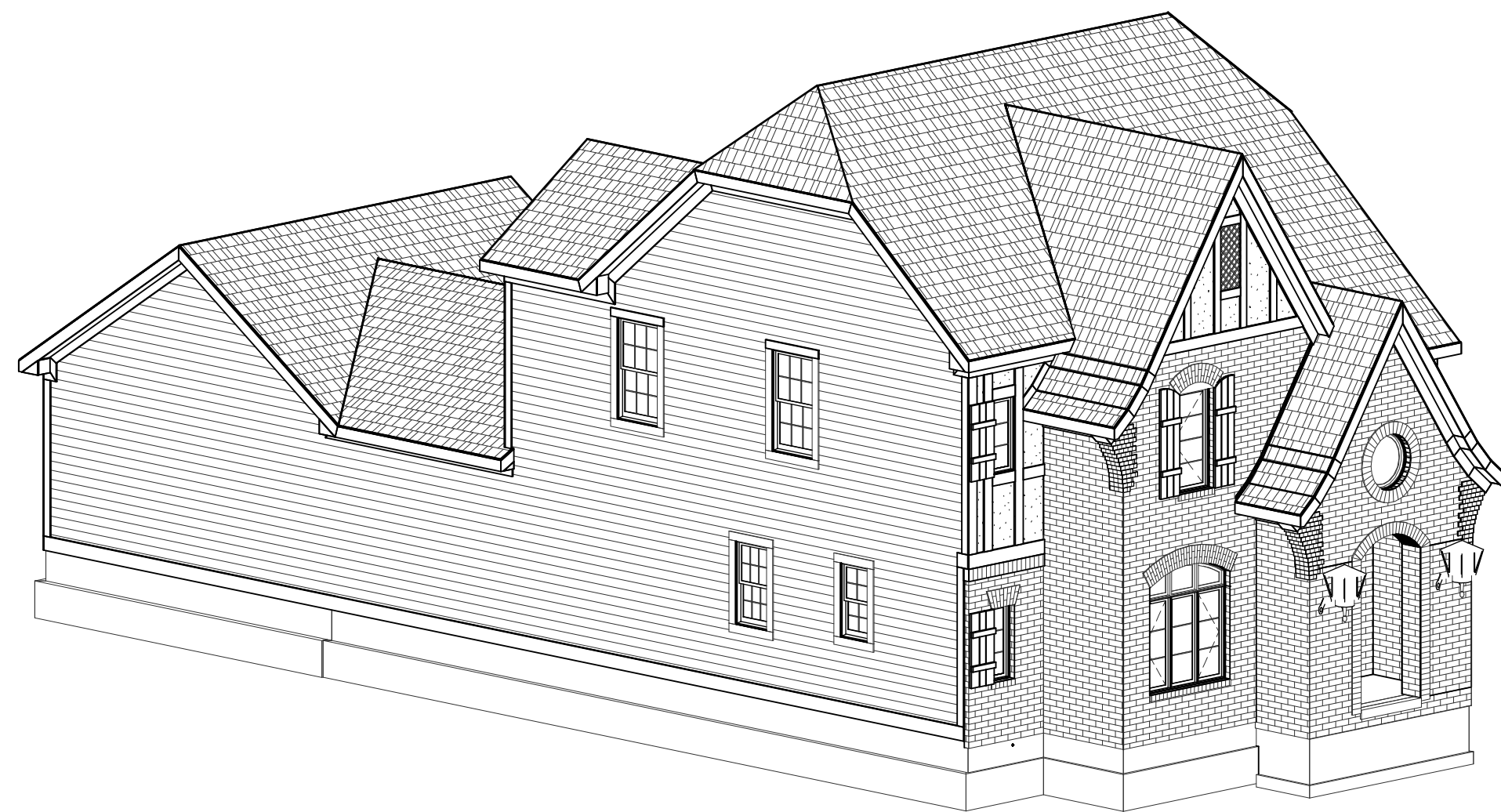


PRINT DATE:
10/08/2014

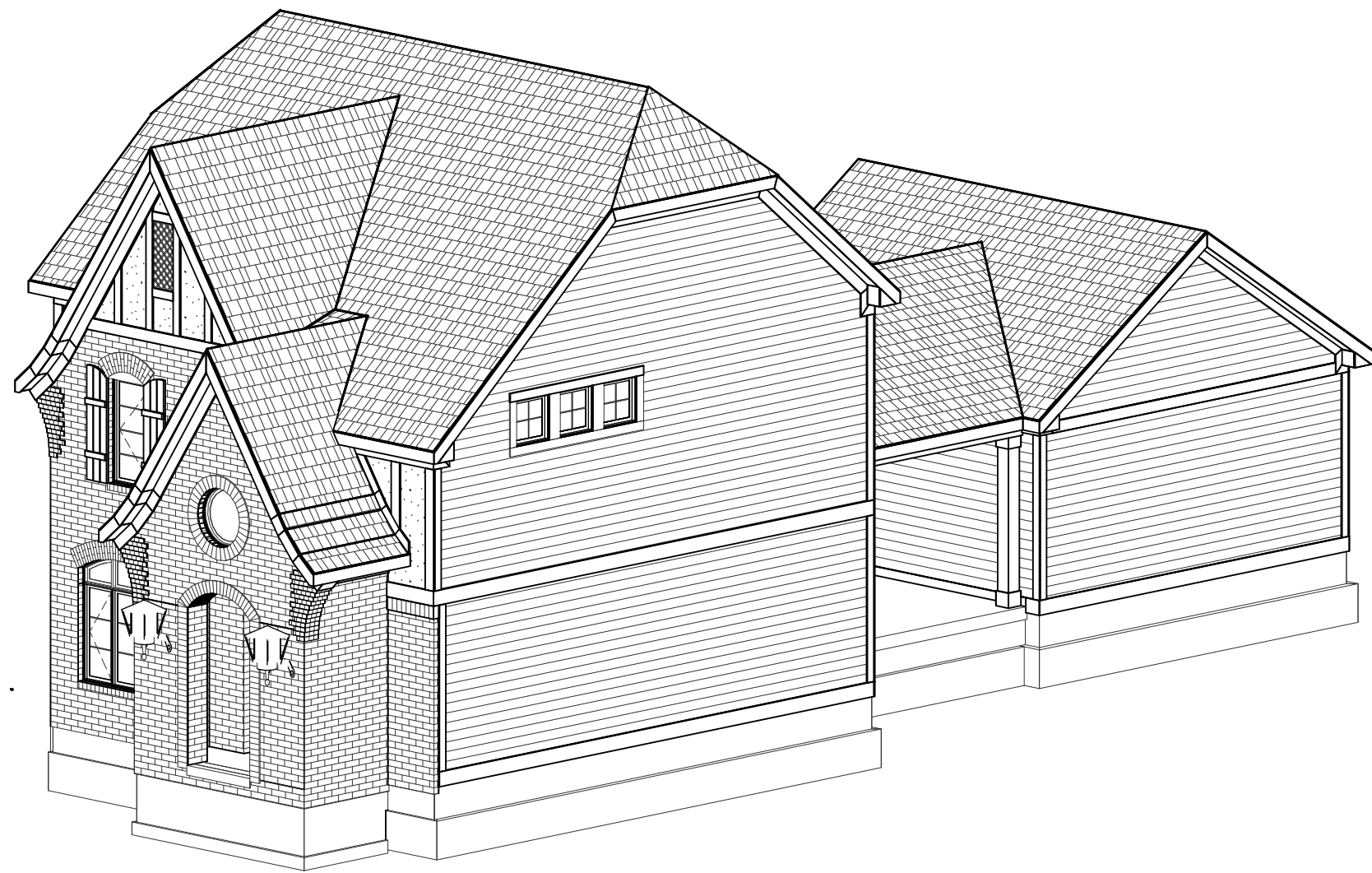
EH_1045	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-04				

© Estridae Homes 10/08/2014

© CGVisions 2004 PLAN CREATION DATE 05/07/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

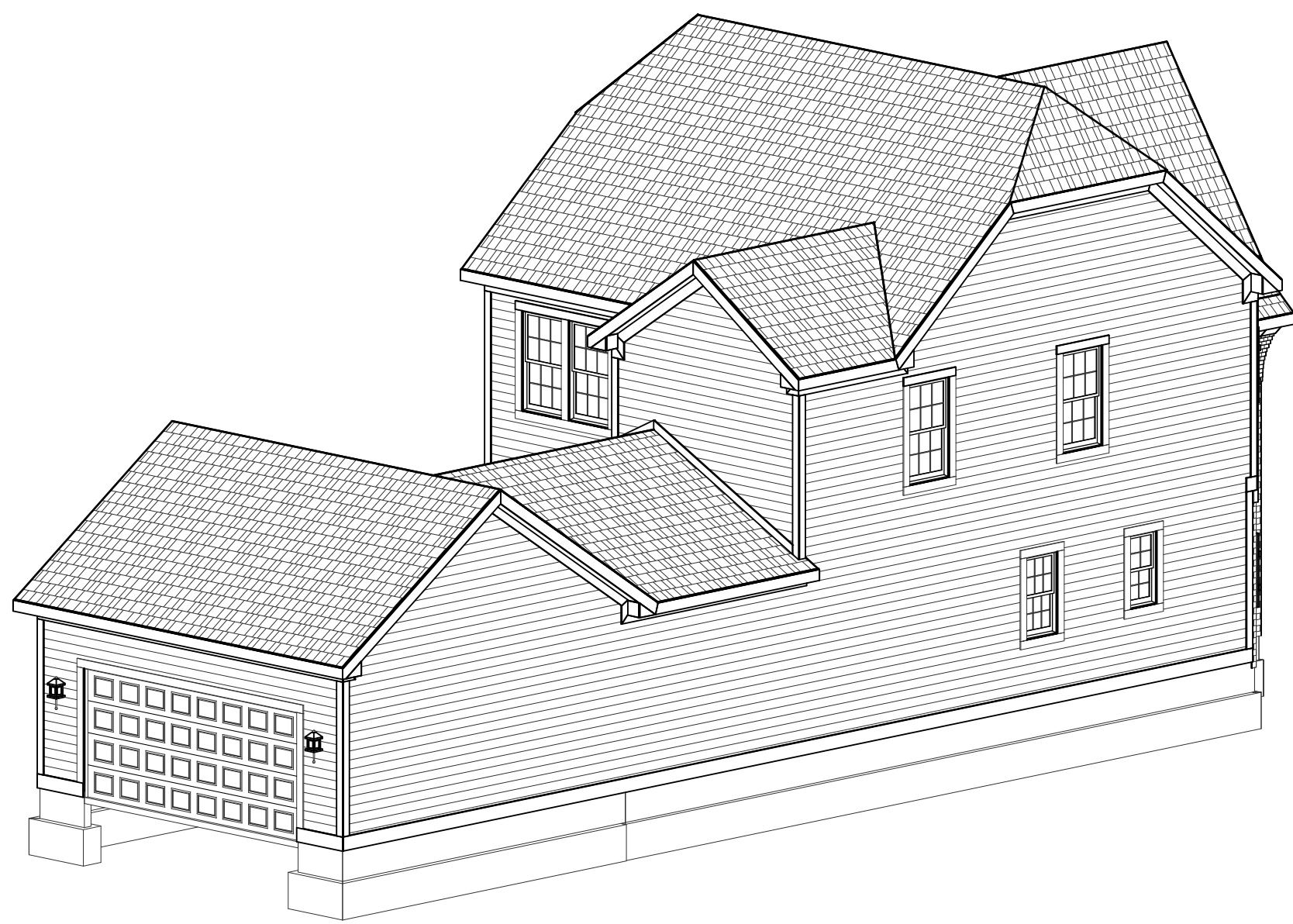
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



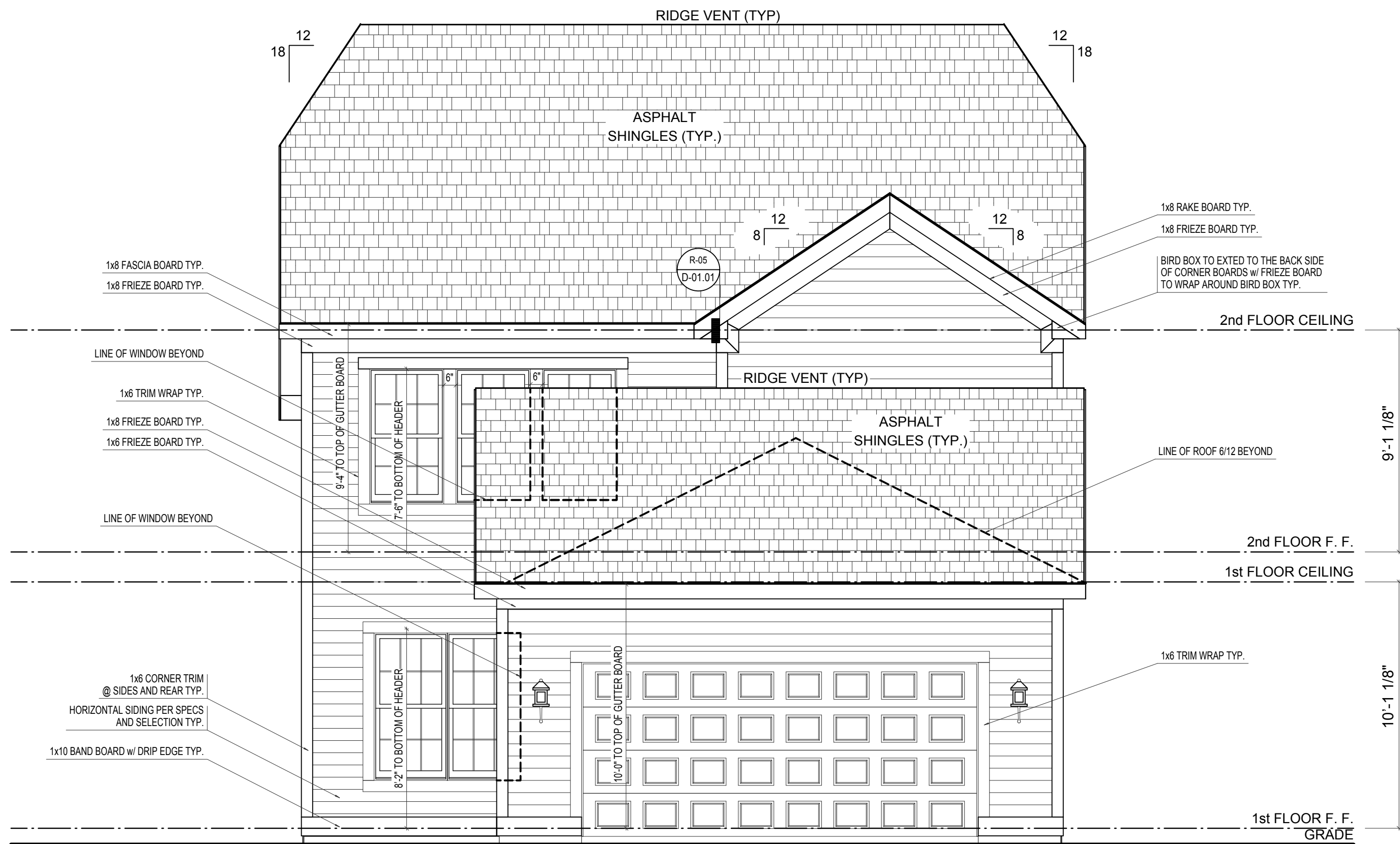
PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

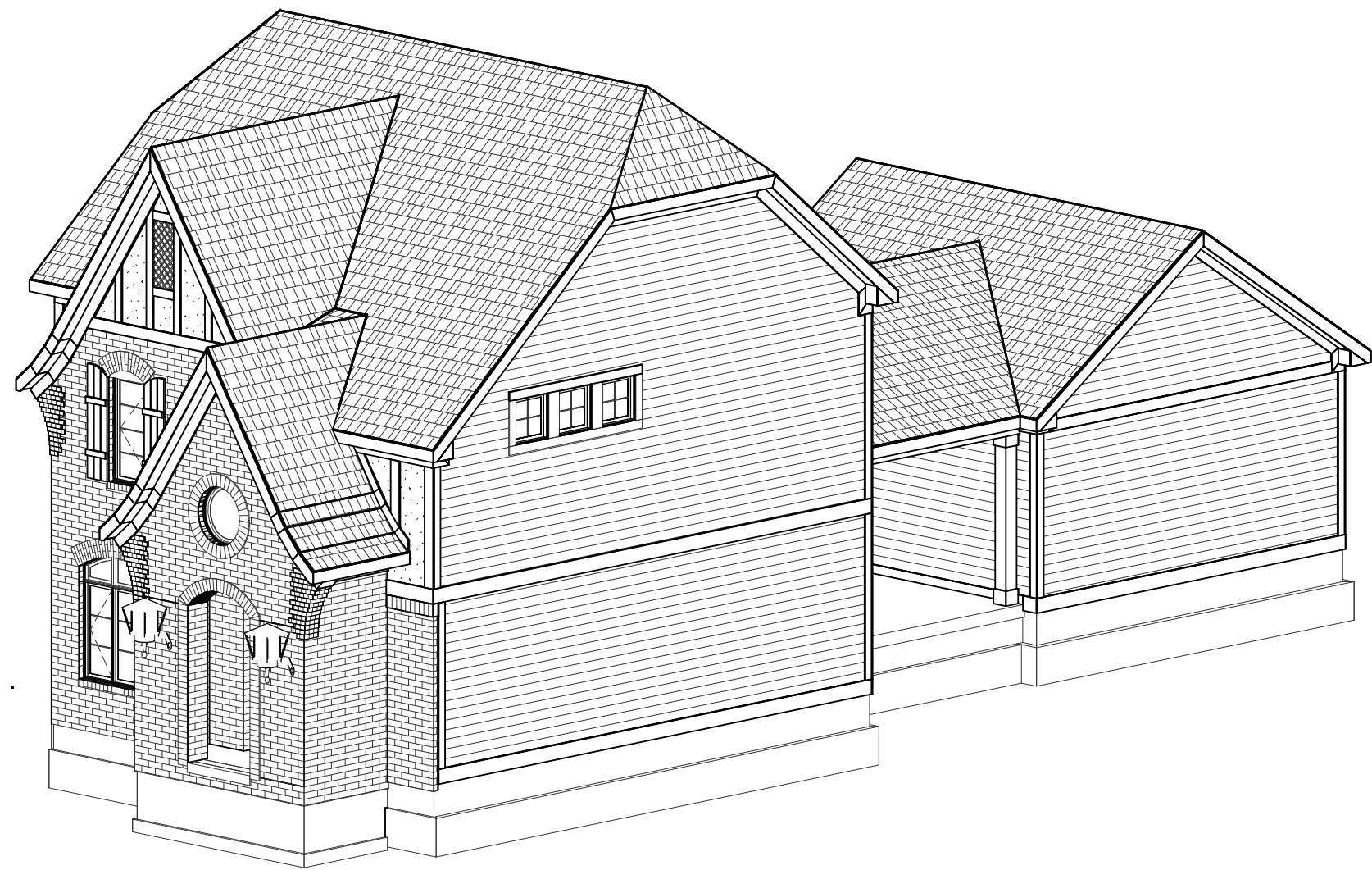
SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



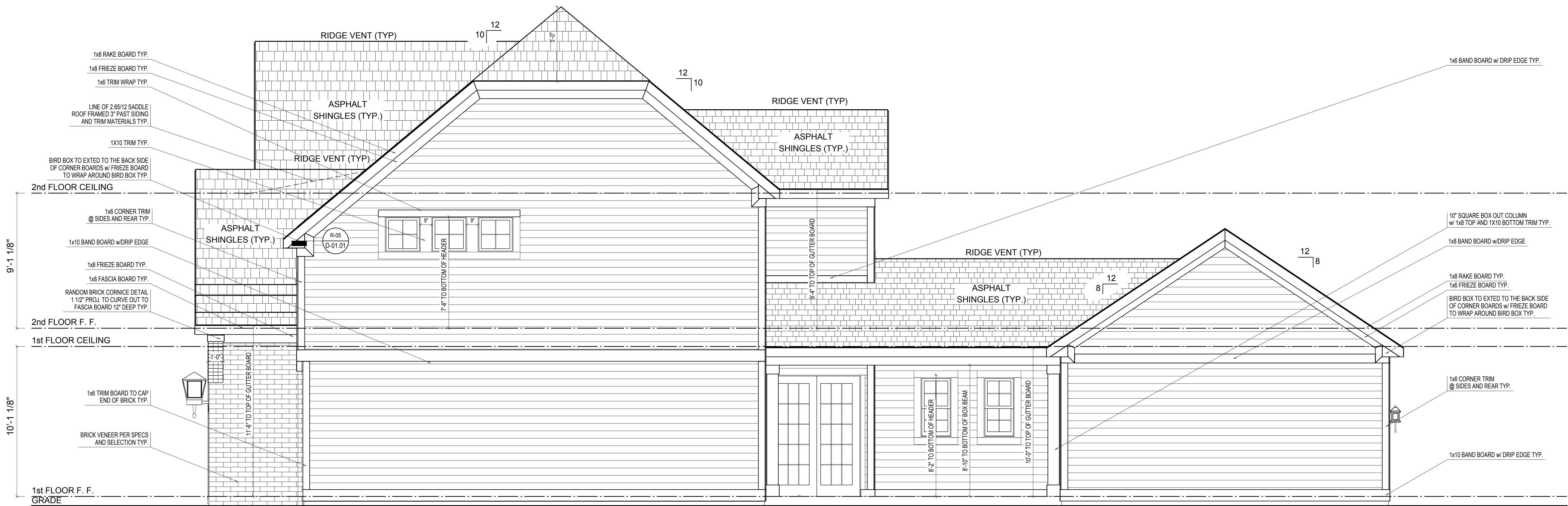
PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

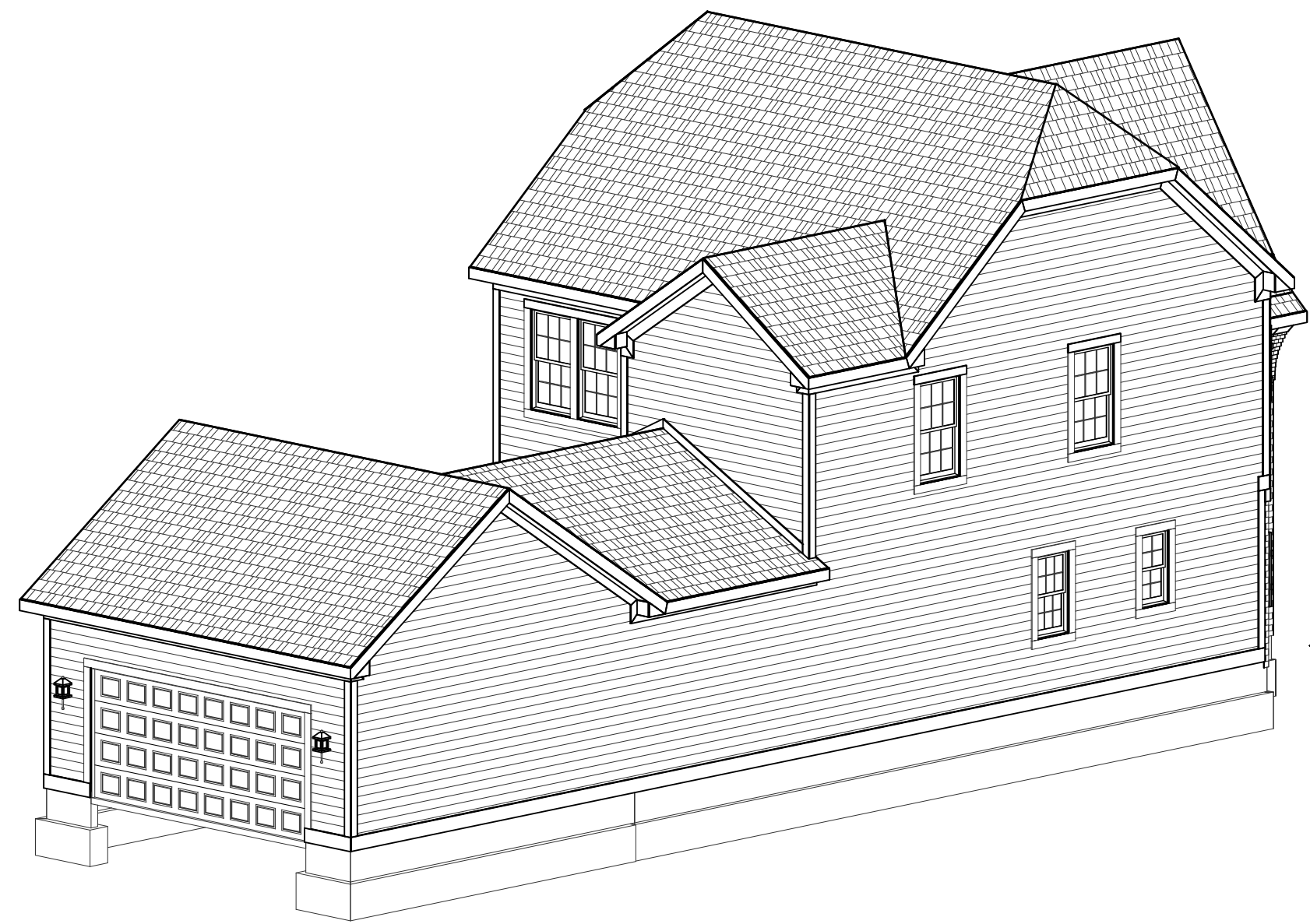
ELEVATION B BASE FINAL

SCALE: 1/4"=1'-0"

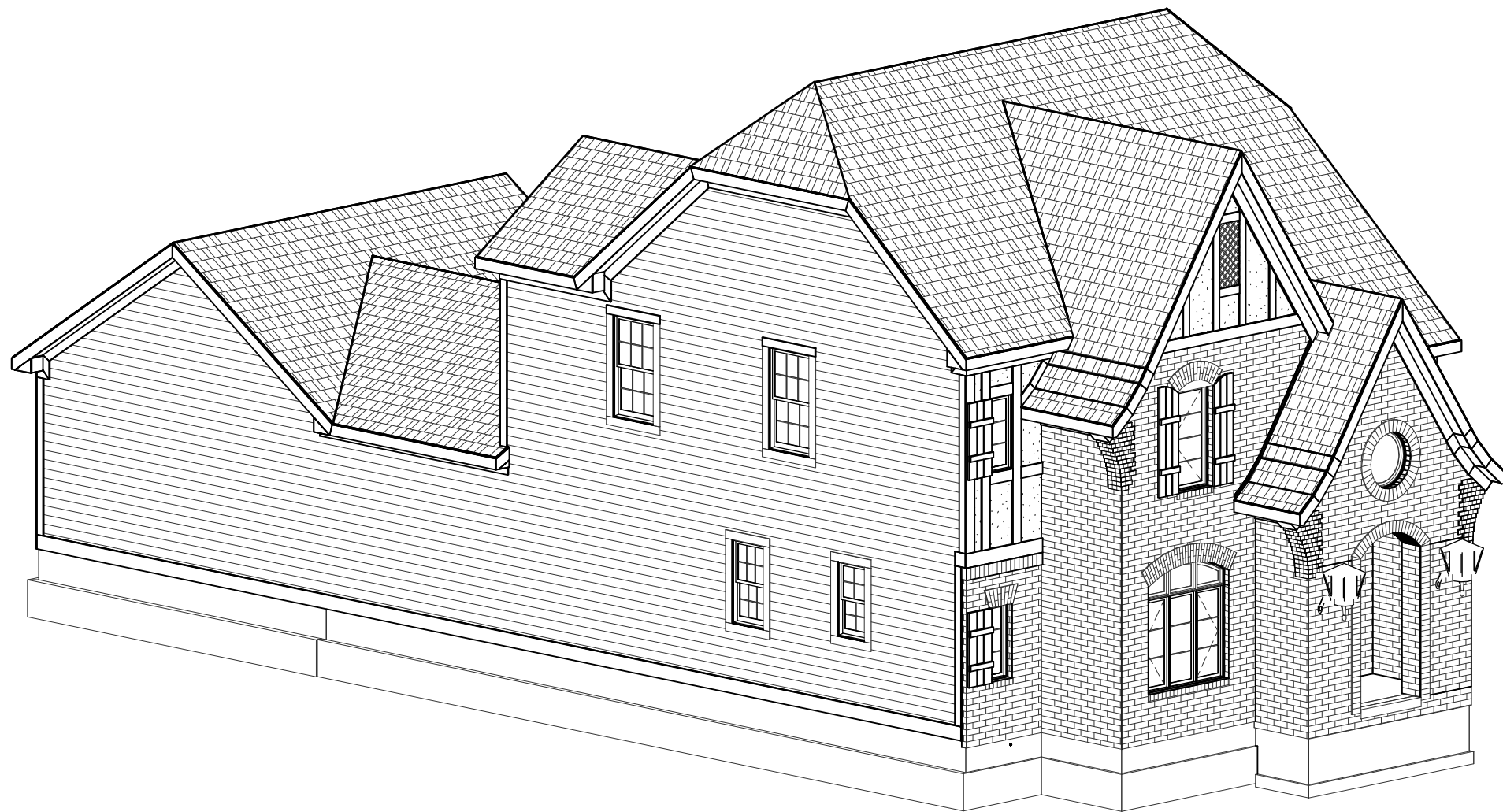
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



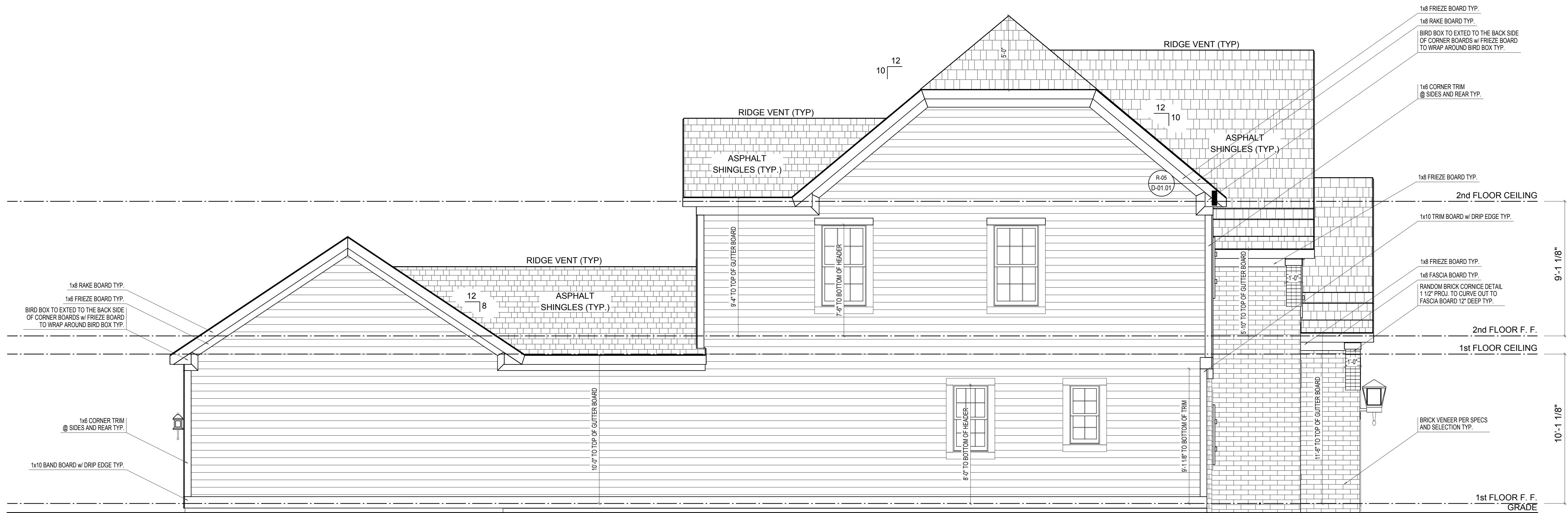
PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-03		



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1045		PRINT DATE: 09/11/2014	
FOR:	Estridge Homes		
LOCATION:			
SHEET NUMBER			
A-04			

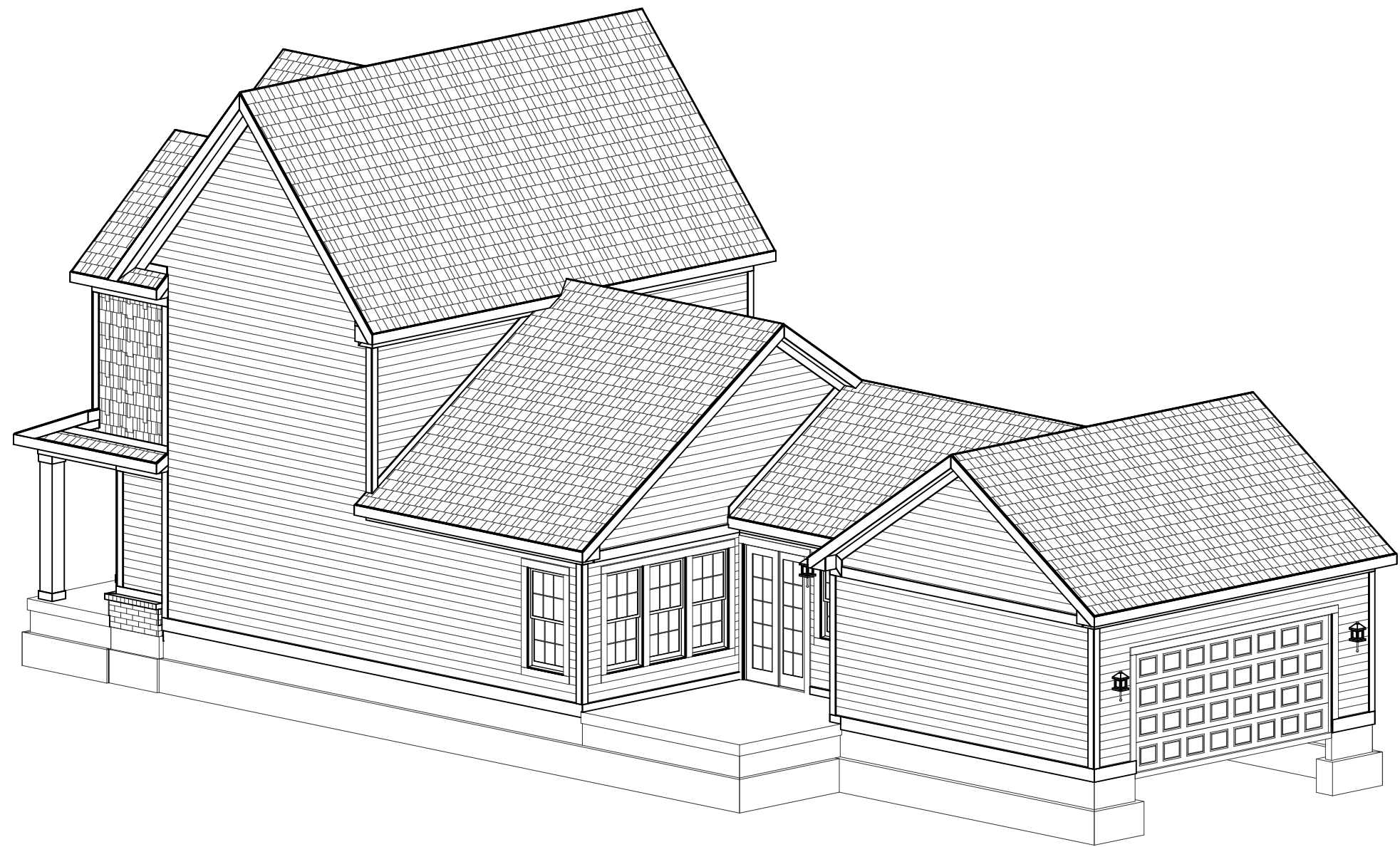


SCALE: 1/4"=1'-0"

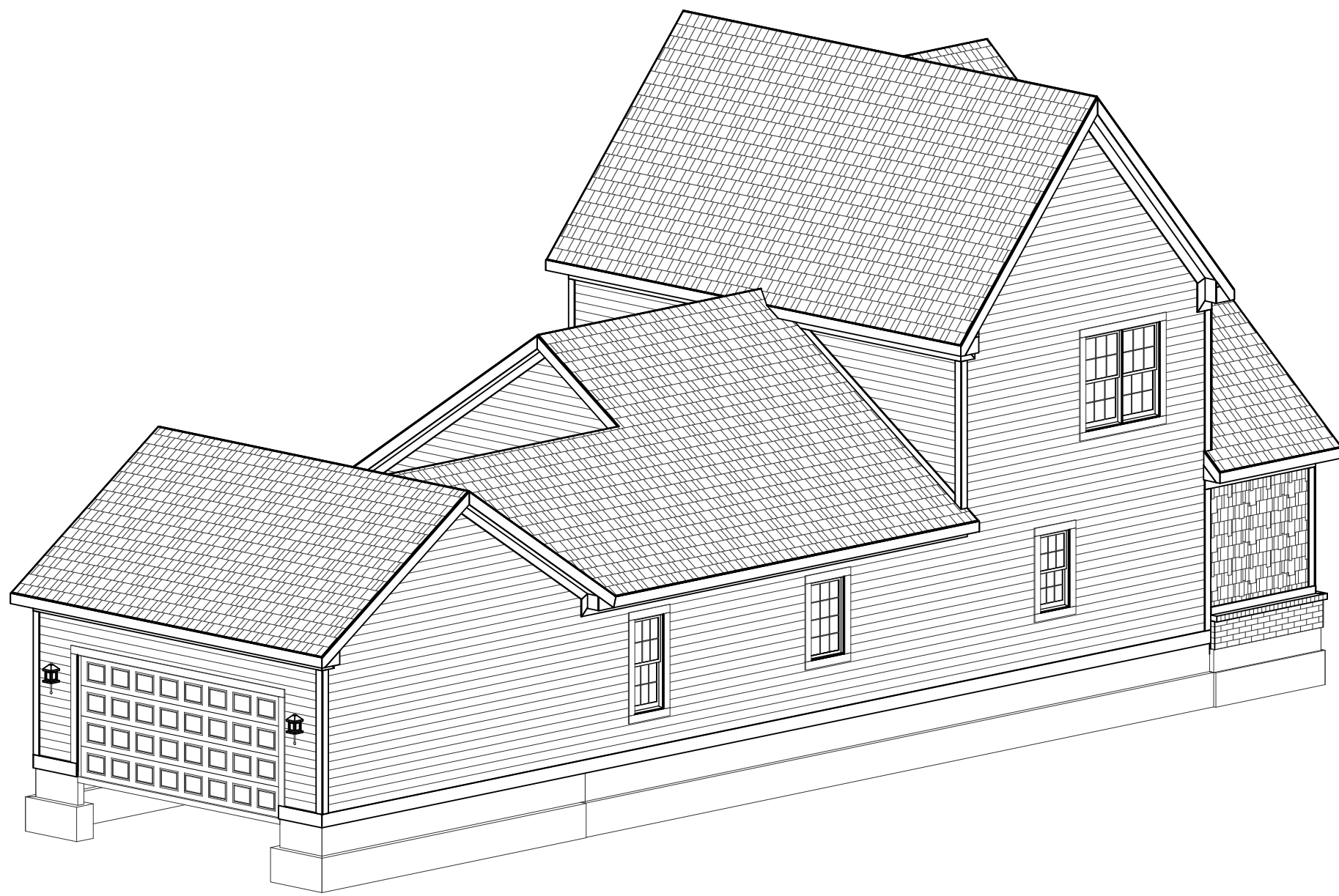
PRINT DATE: 10/07/2014	
EH_1060	FOR: Estridge Homes
	LOCATION: 1060
SHEET NUMBER A-01	

© Estridge Homes 10/07/2014

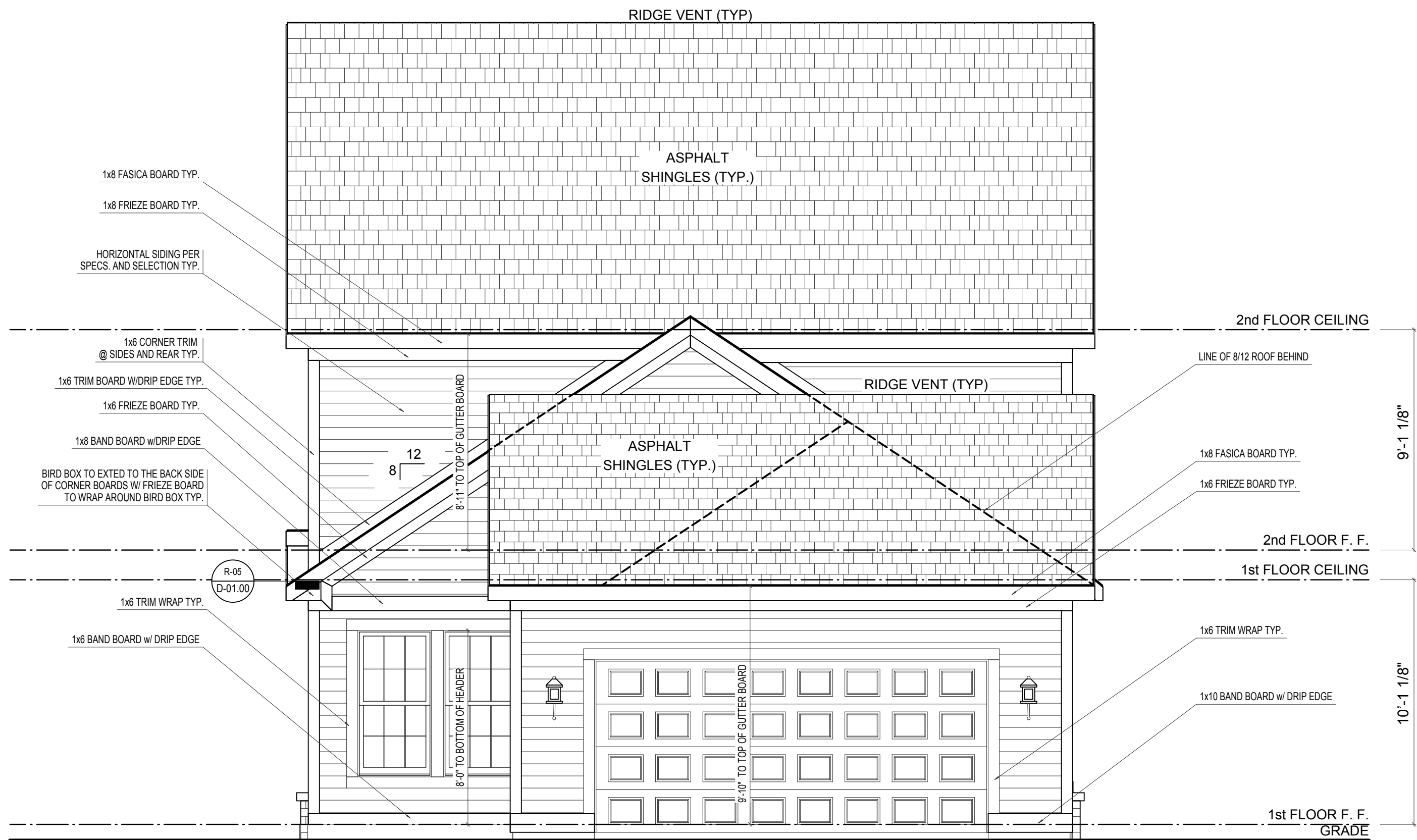
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/07/2014		
EH_1060	FOR:	Estridge Homes
	LOCATION:	1060
SHEET NUMBER		
A-02		



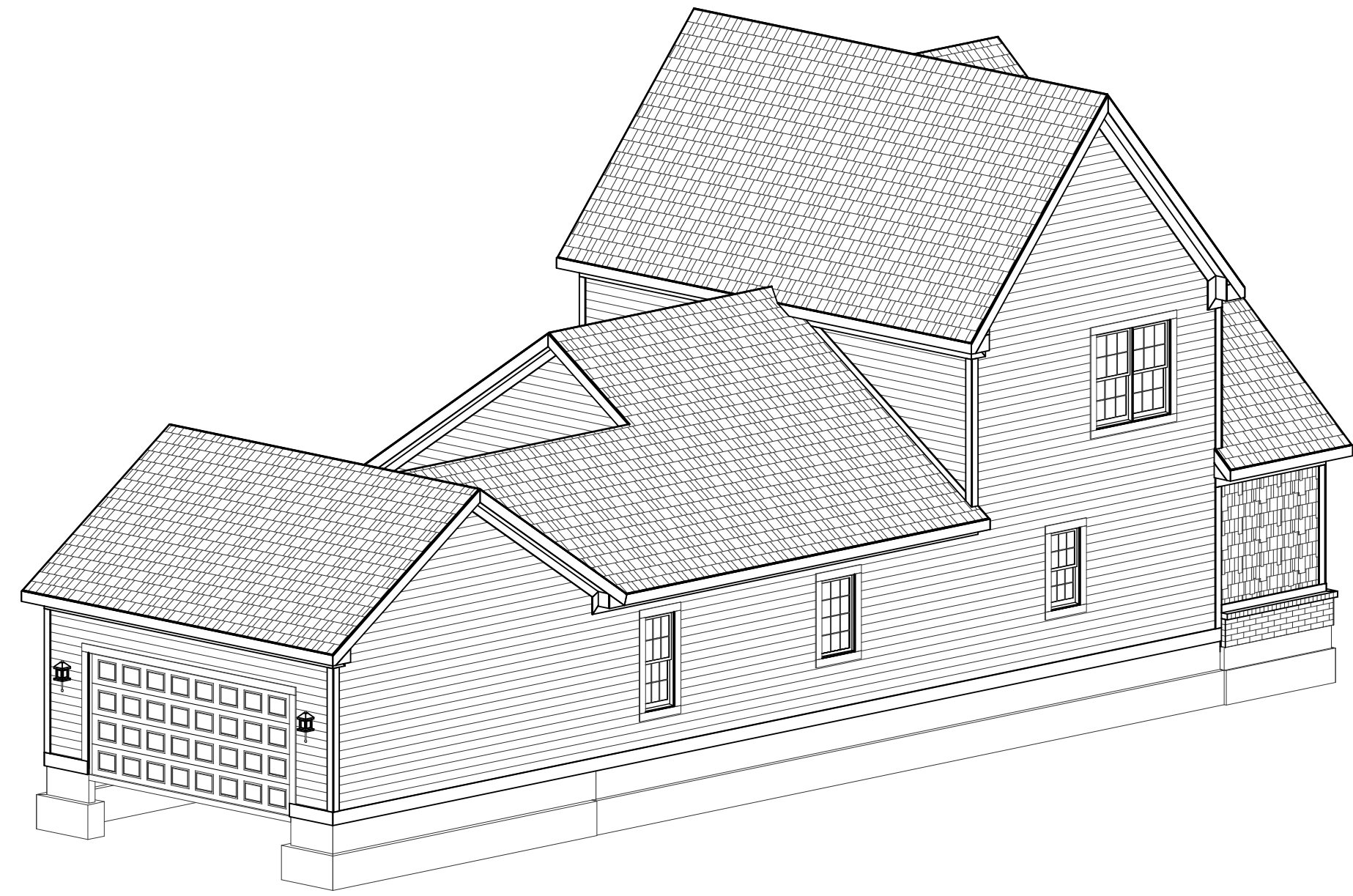
SCALE: 1/4"=1'-0"



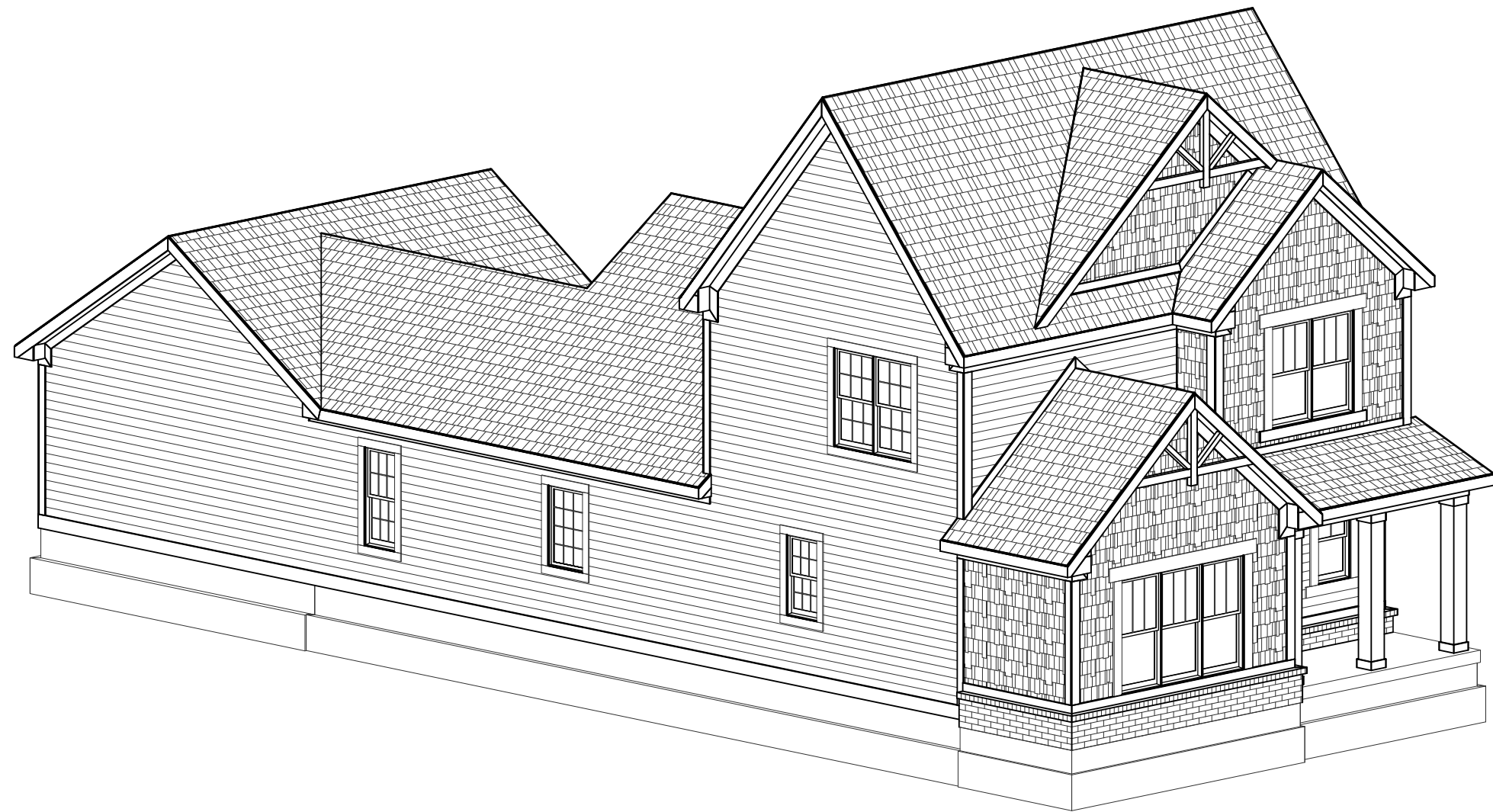
© Estridge Homes 10/07/2014

A-03

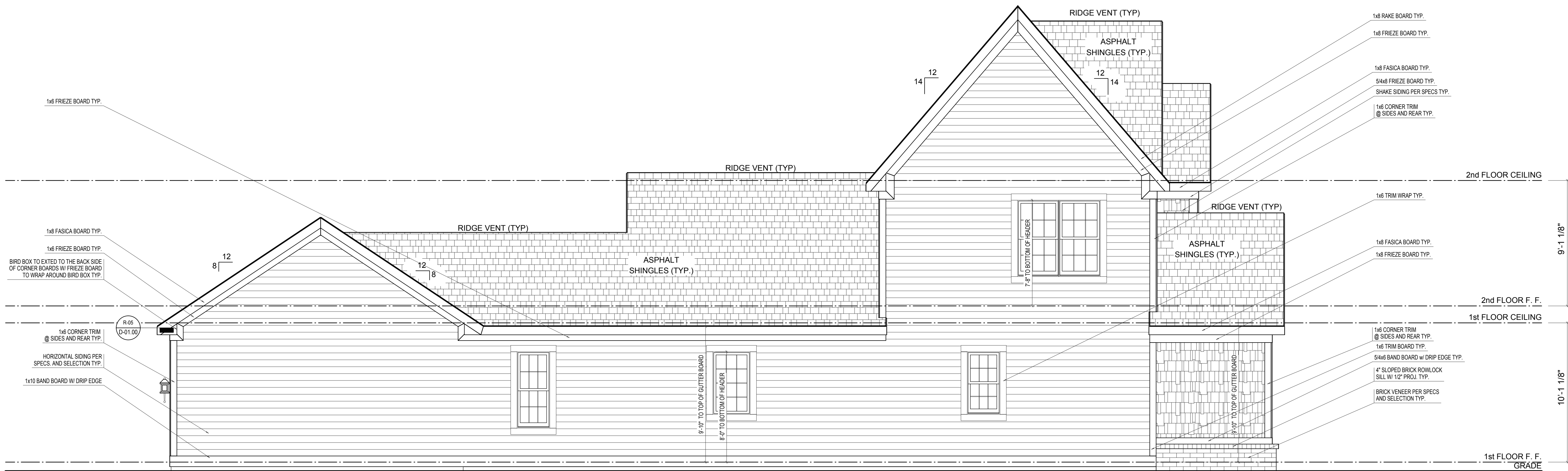
CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

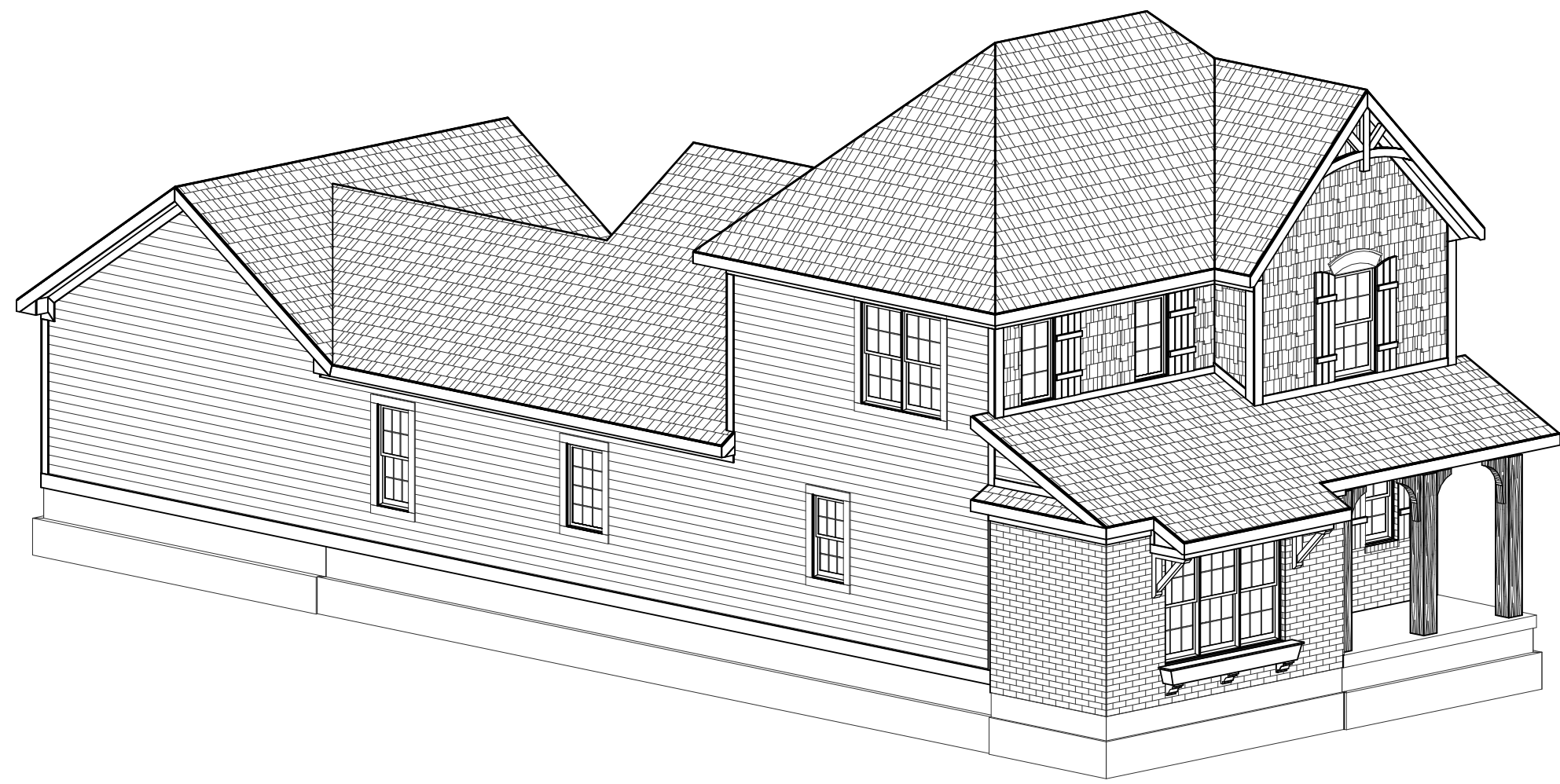
ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

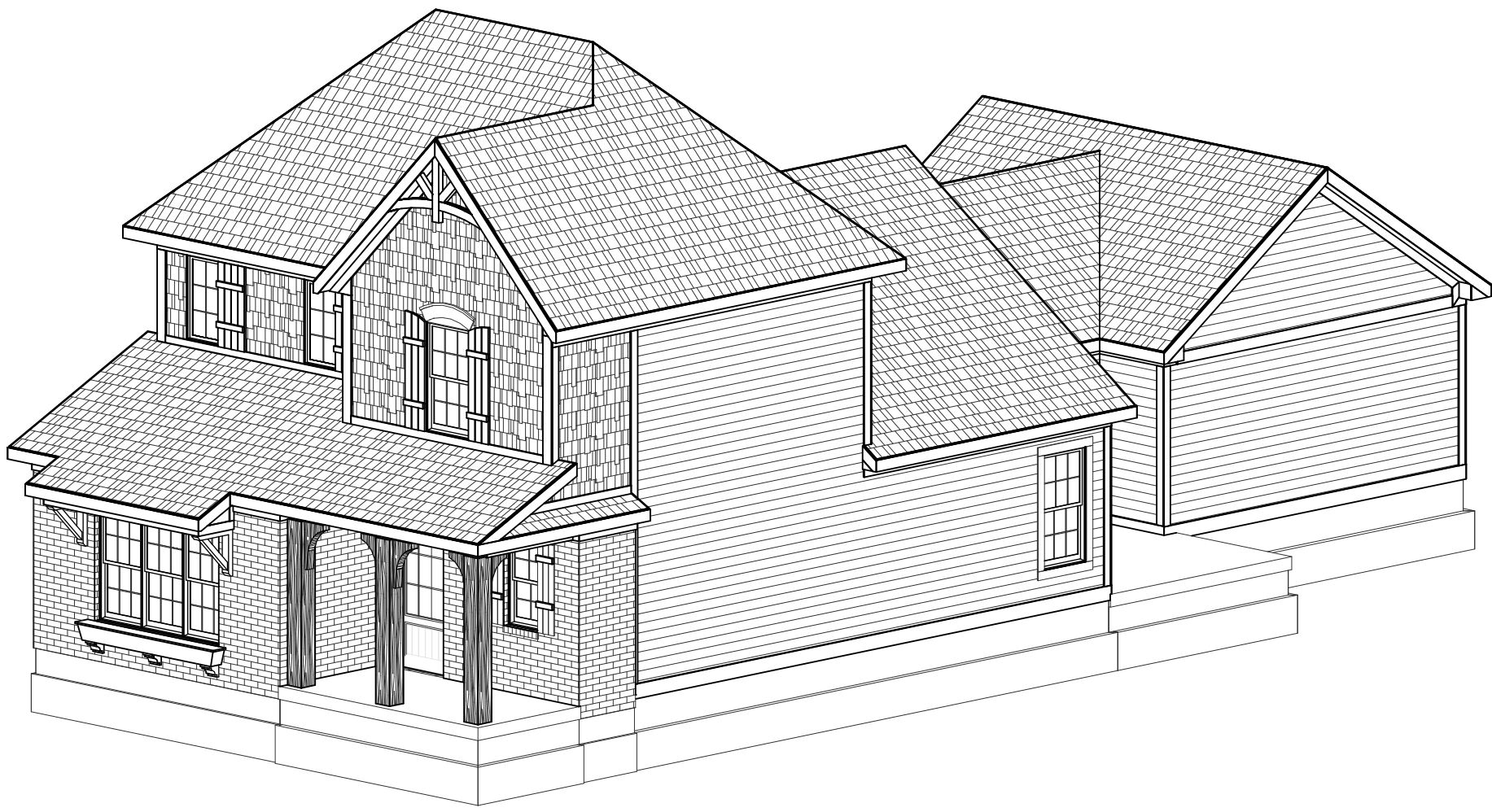
ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



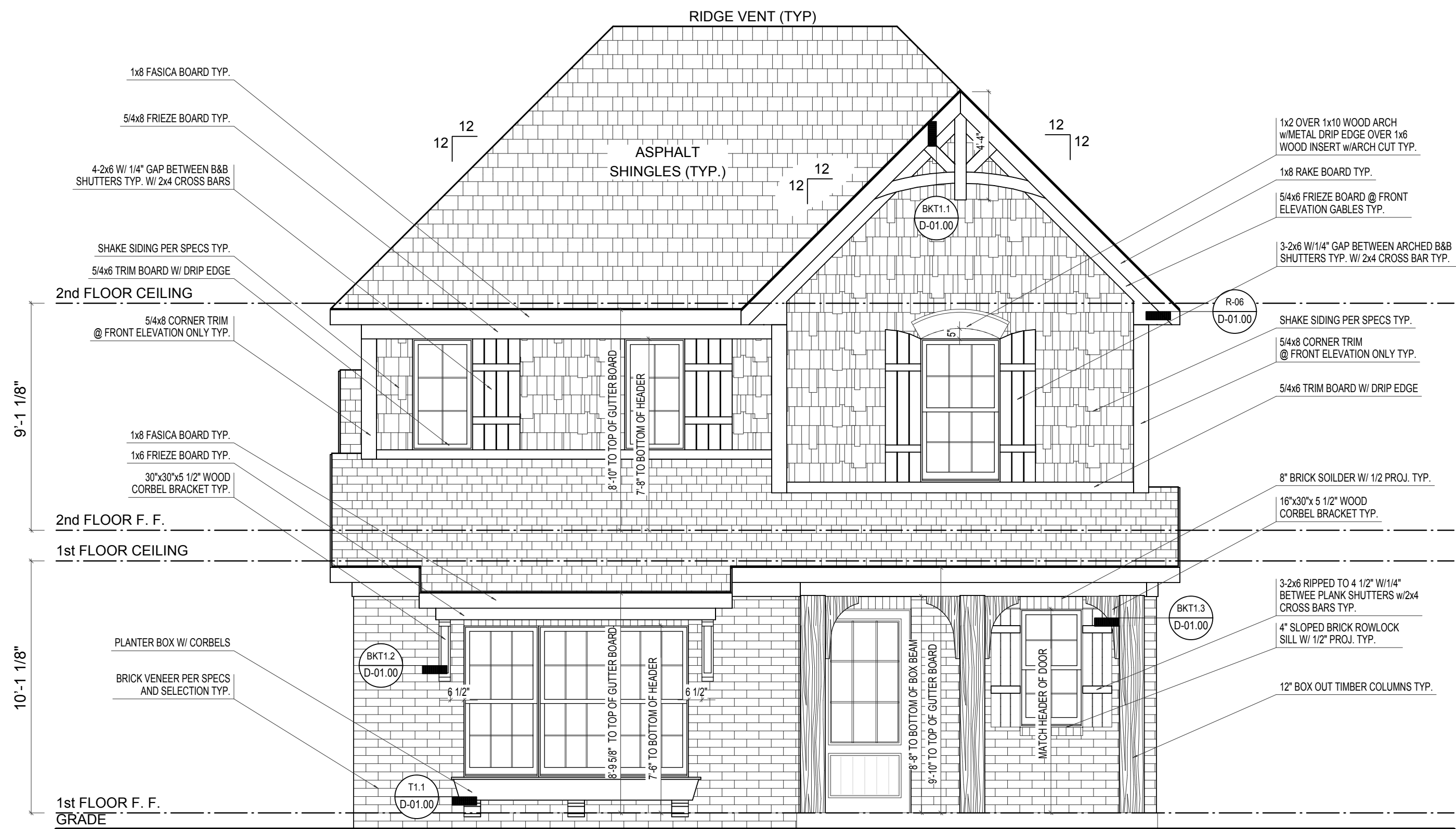
EH_1060		PRINT DATE: 10/07/2014	
FOR:	Estridge Homes	LOCATION:	1060
SHEET NUMBER		A-04	



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 09/10/2014		
EH_1060	FOR: Estridge Homes	LOCATION: 1060
SHEET NUMBER		
A-01		



SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



© Estridae Homes 09/10/2014

PRINT DATE: 09/10/2014	
EH_1060	
FOR: Estridge Homes	
LOCATION: 1060	
SHEET NUMBER A-02	

© CGVisions 2004 PLAN CREATION DATE 05/06/2014



SCALE: 1/4"=1'-0"



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A-03

CGVisions 2004 PLAN CREATION DATE 05/06/2014



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

[illegible]

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© CGVisions 2004 PLAN CREATION DATE 05/06/2014

EH 1060

FOR:

LOCATION:
1060

PRINT DATE:
09/10/2014

A-04

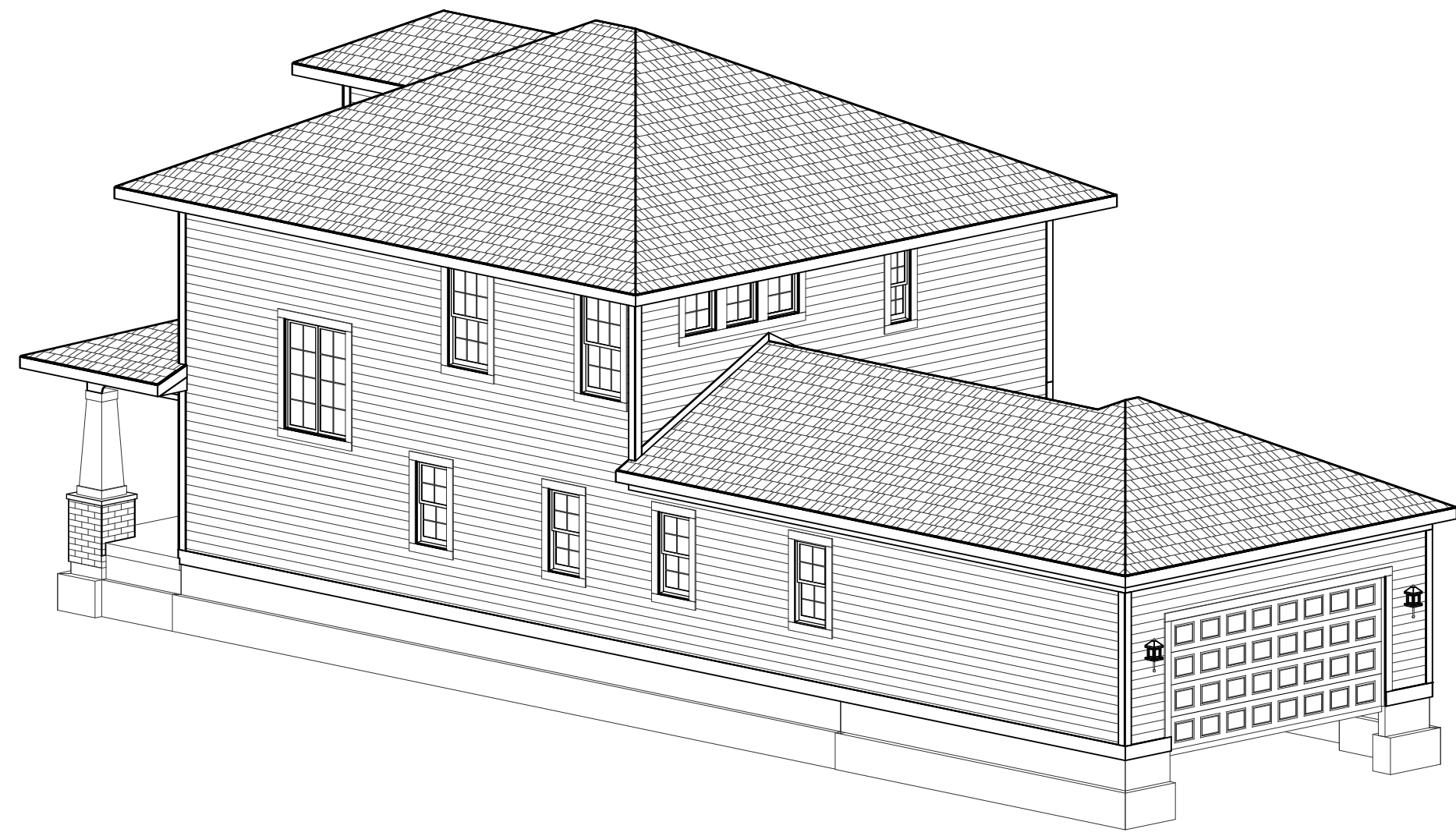


SCALE: 1/4"=1'-0"

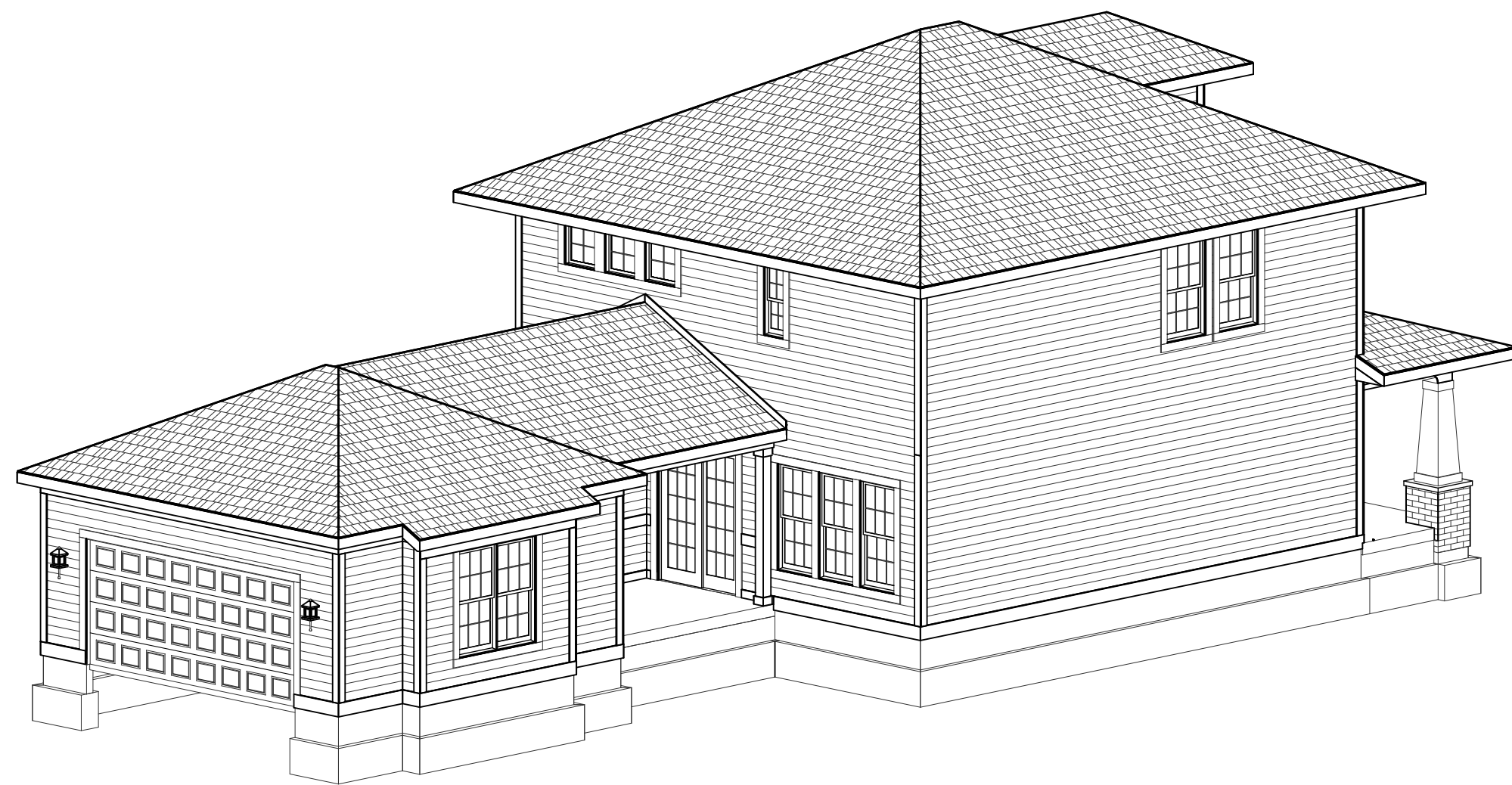


© Estridae Homes 09/12/2014

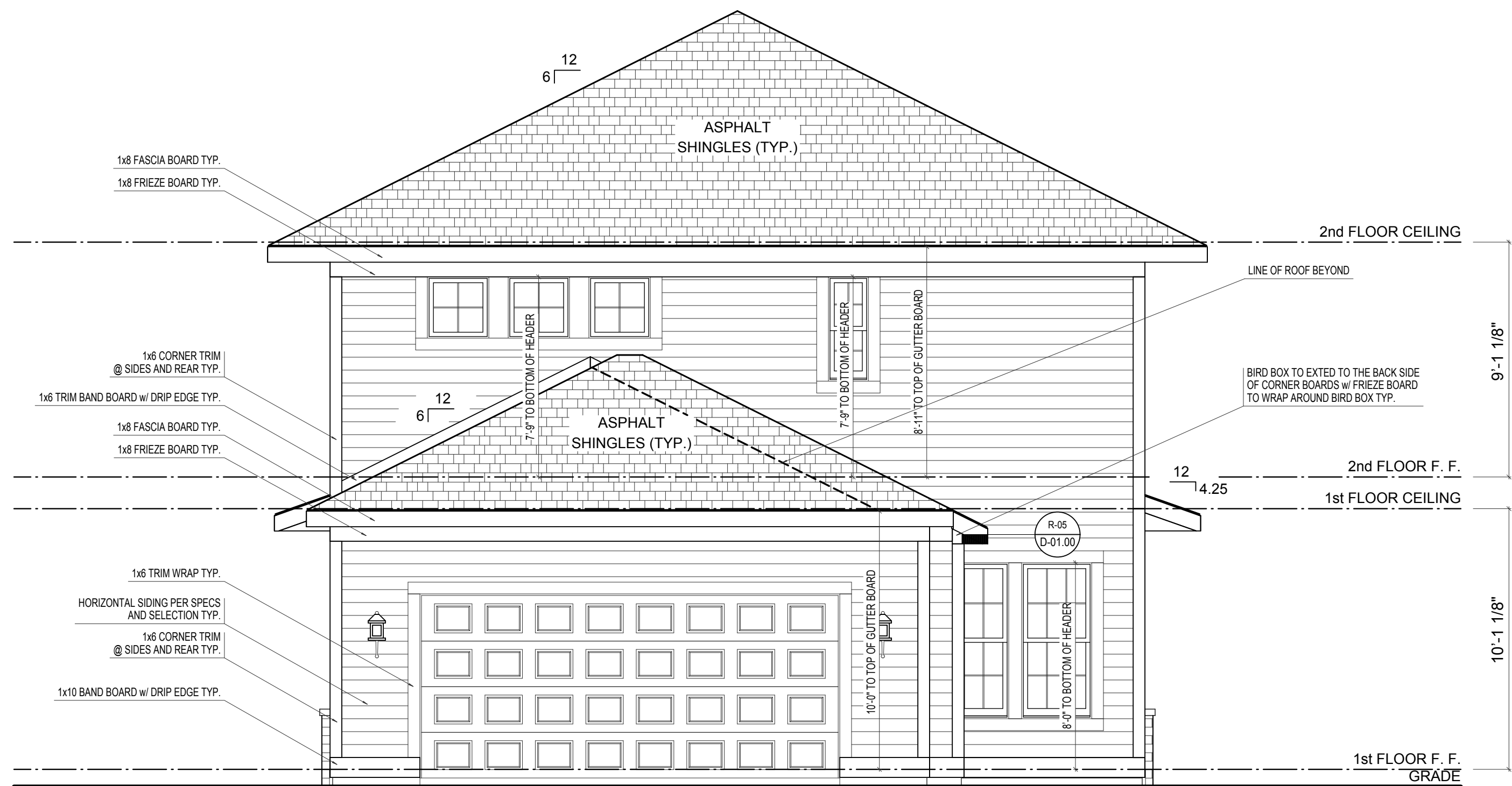
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



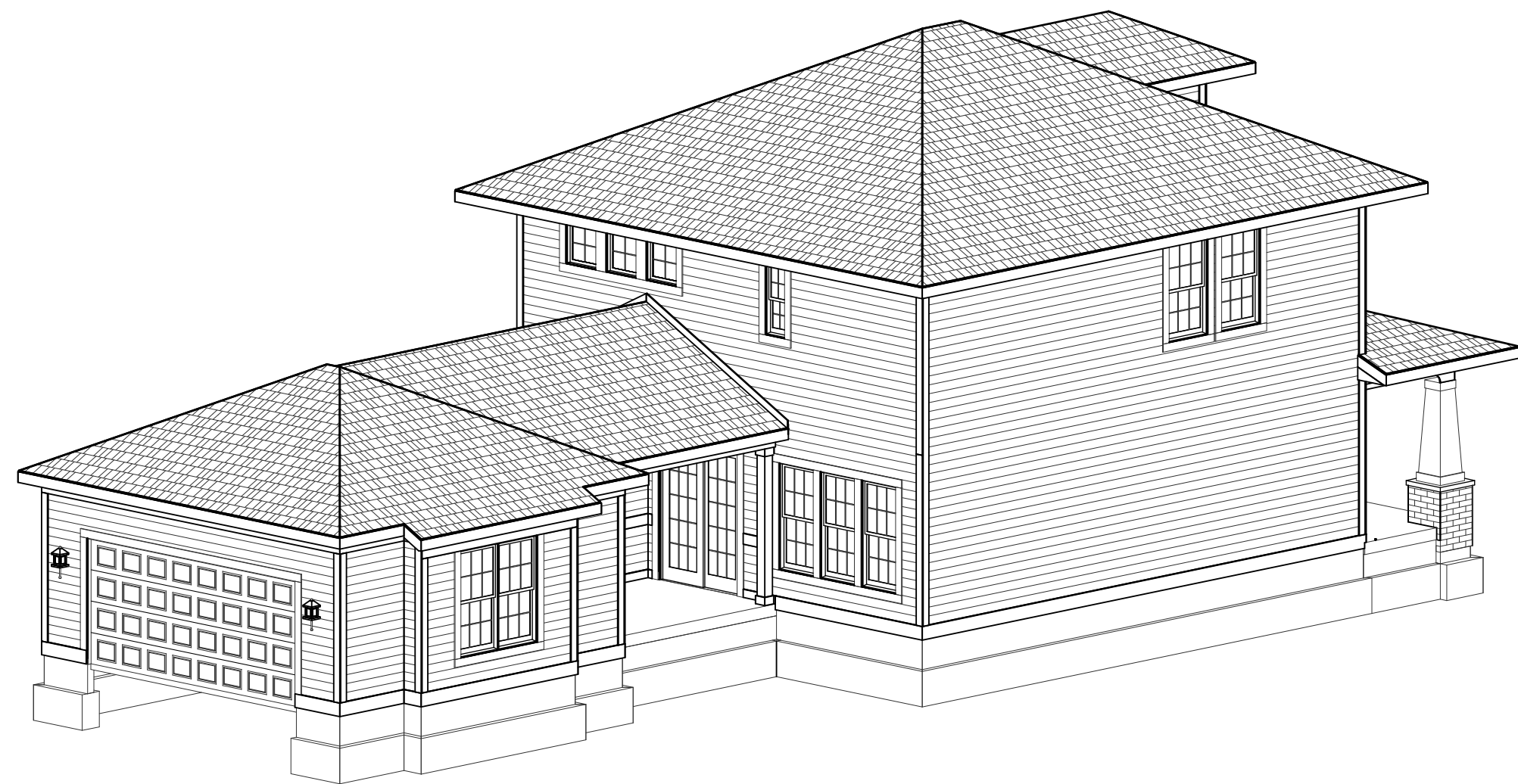
PRINT DATE: 09/12/2014			
EH_1075	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
A-02			



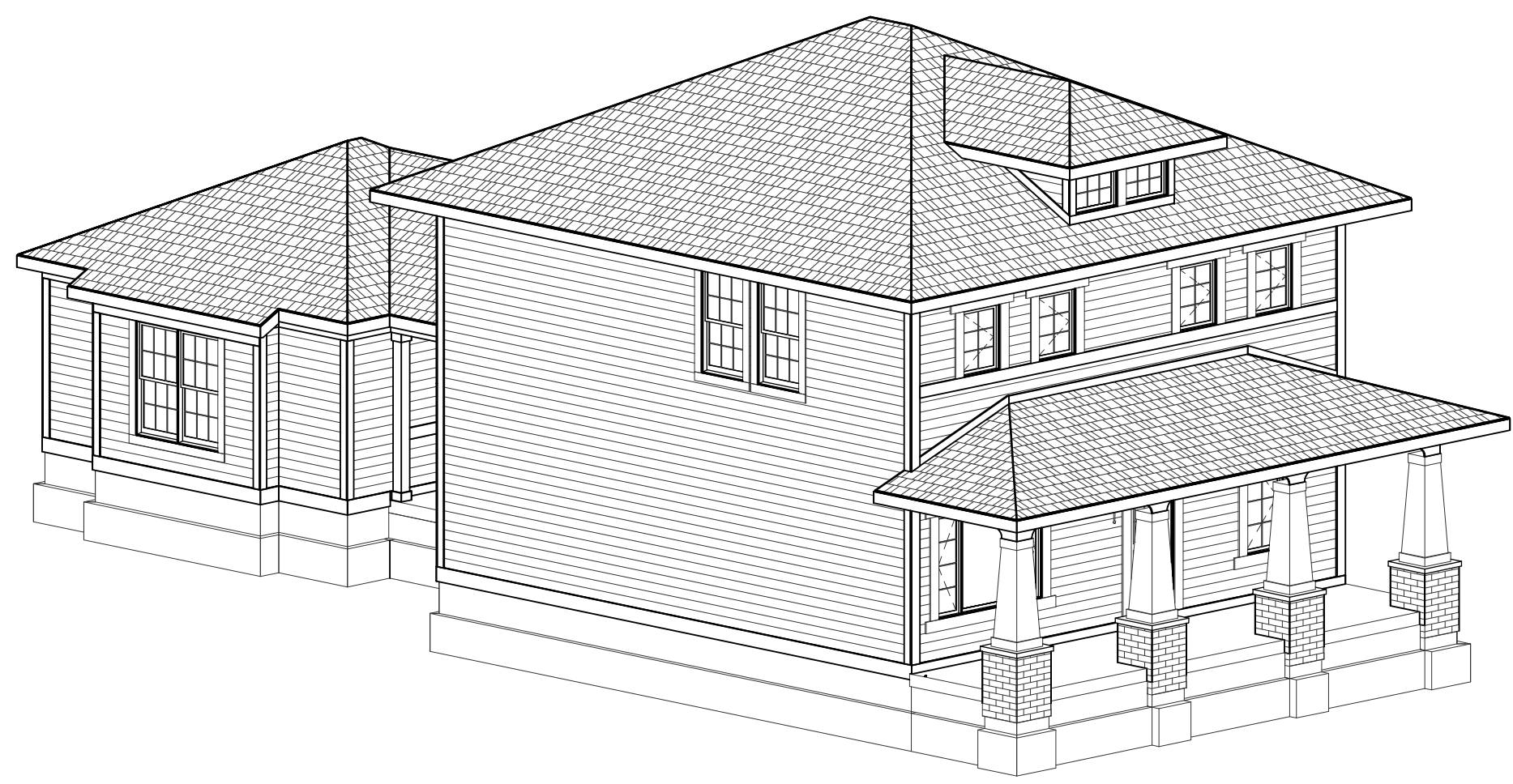
SCALE: 1/4"=1'-0"

PRINT DATE: 09/12/2014			
EH_1075	FOR:	Estridge Homes	
	LOCATION:		
	SHEET NUMBER		
A-03			

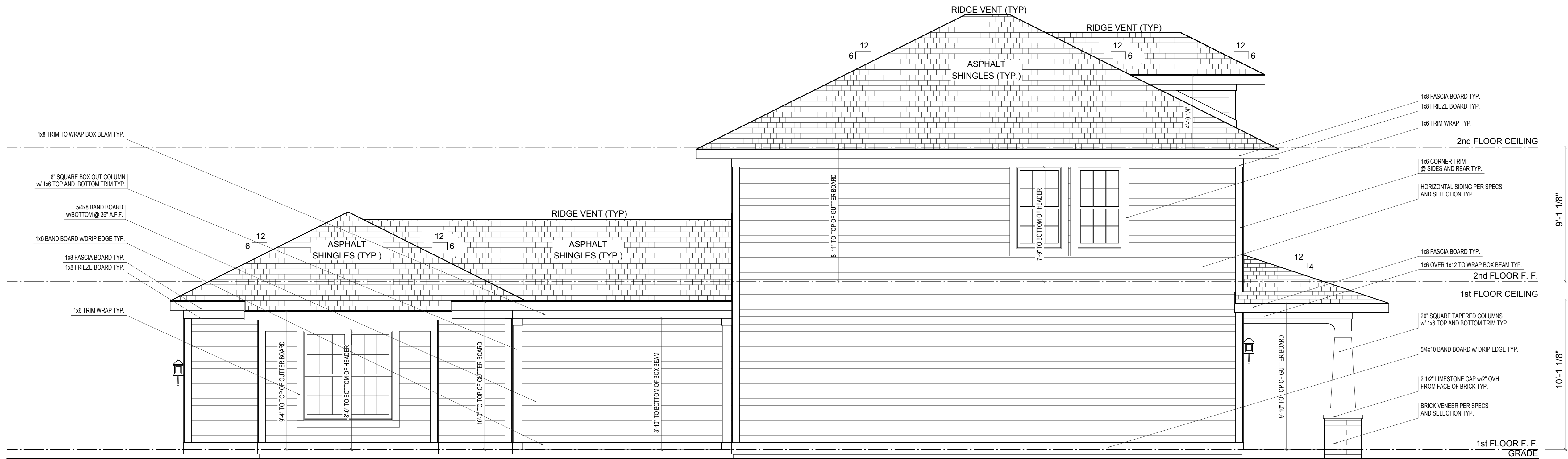
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

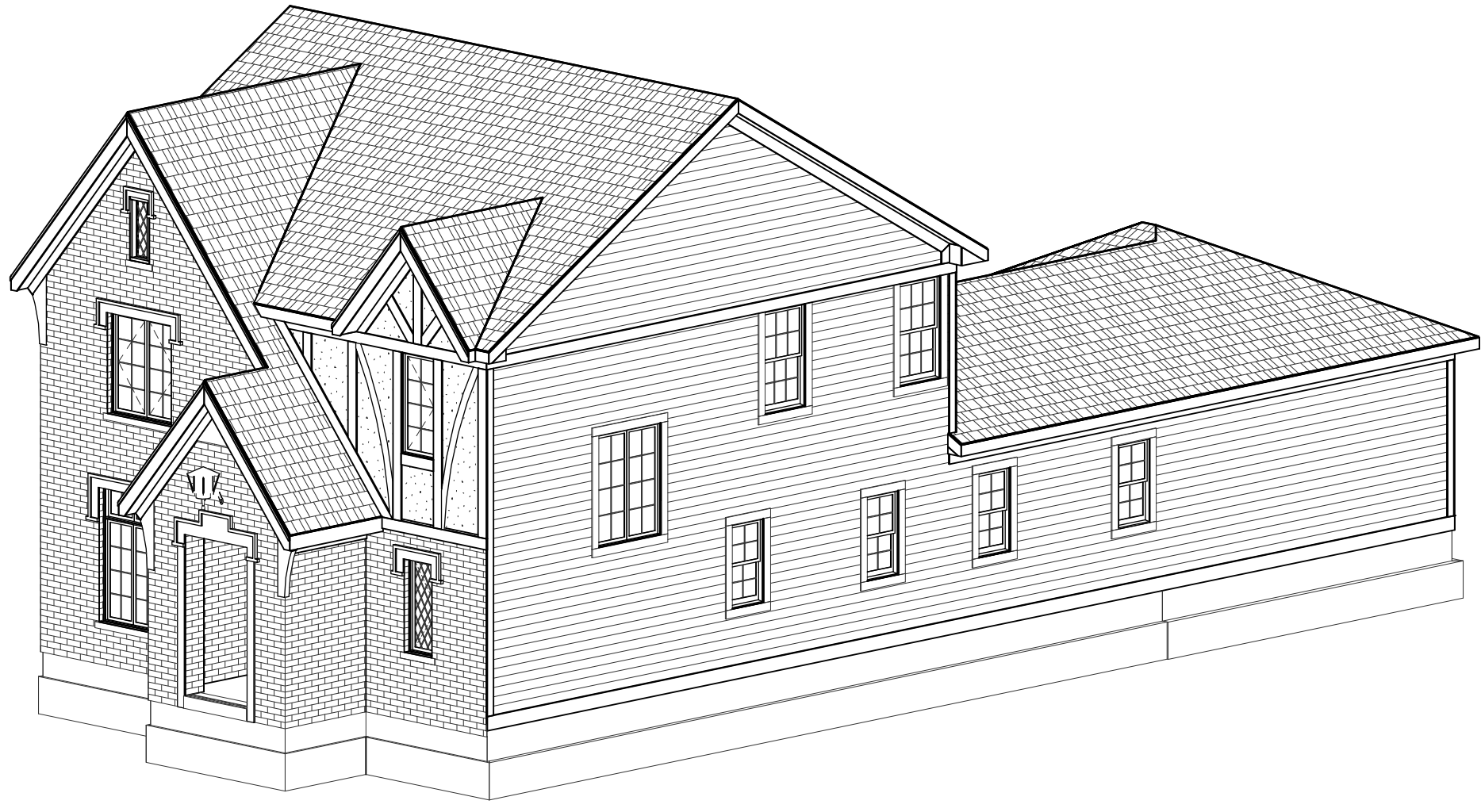
ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



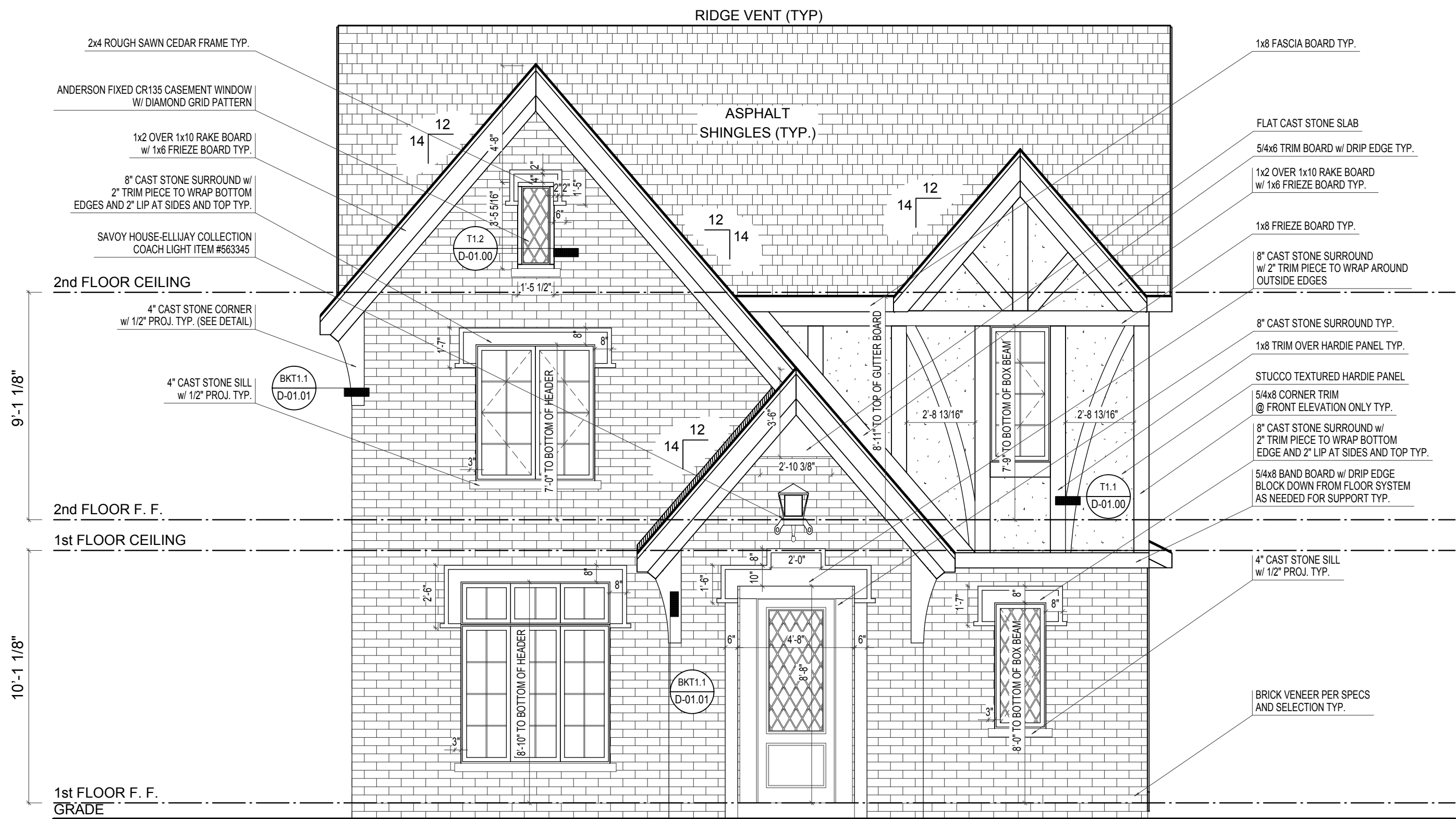
EH_1075		PRINT DATE: 09/12/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-04	



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014		
EH_1075	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-01		



ELEVATION 'B' BASE FINAL

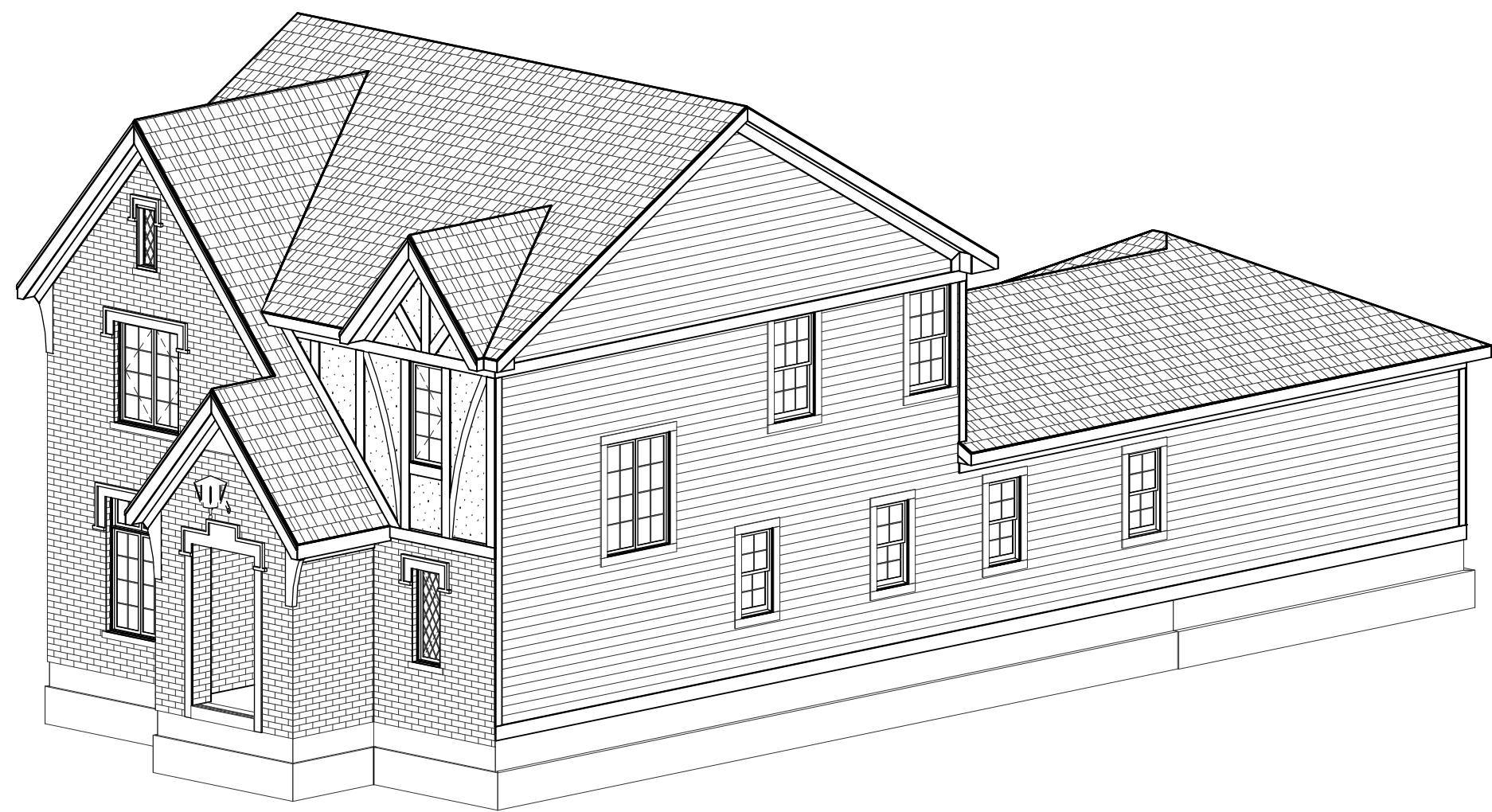
SCALE: 1/4"=1'-0"

[illegible]

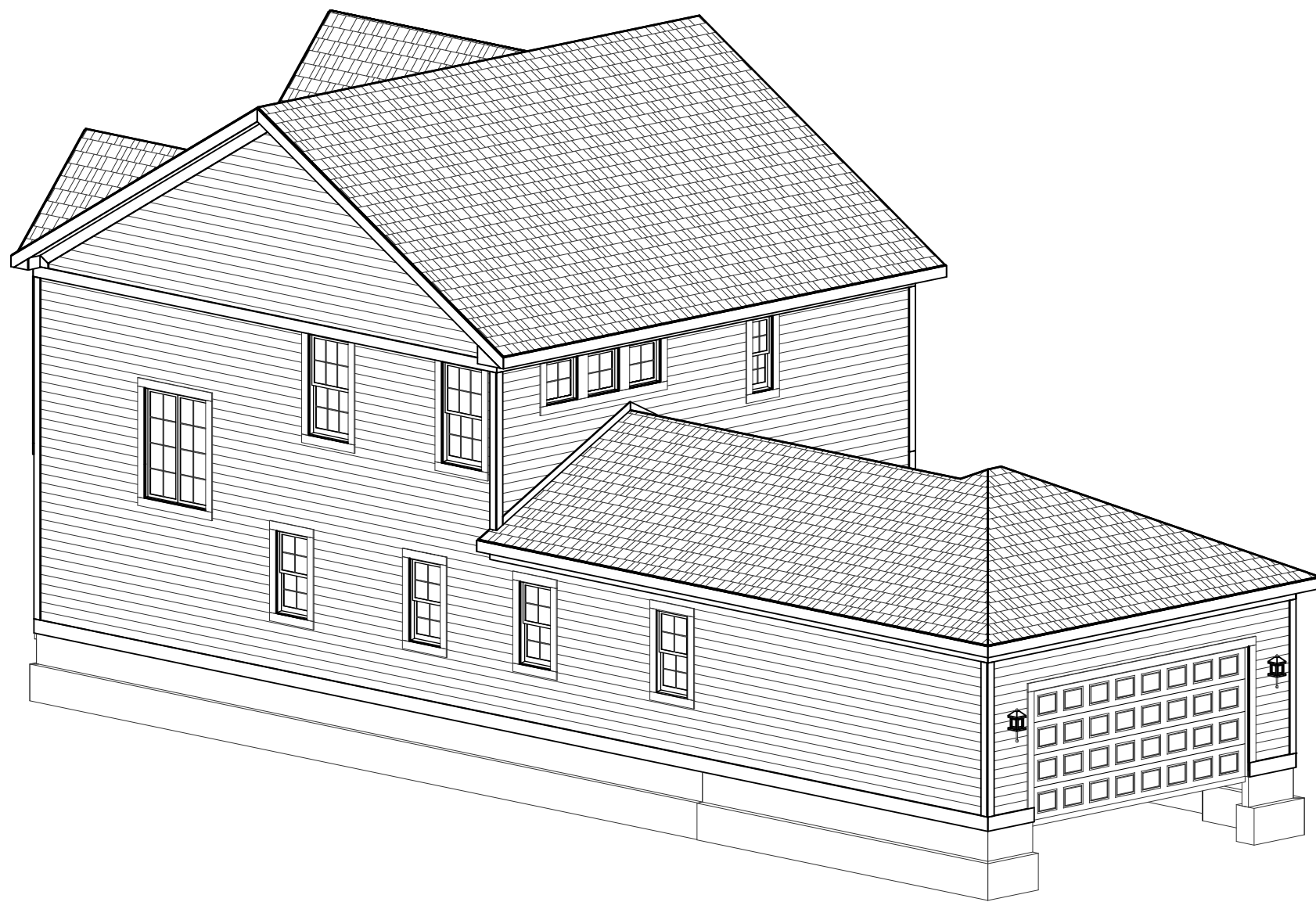
© Estridae Homes 10/08/2014

PRINT DATE: 10/08/2014			
EH_1075	FOR: Estridge Homes	LOCATION:	
SHEET NUMBER A-02			

© CGVisions 2004 PLAN CREATION DATE 05/06/2014



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014			
EH_1075	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-03		



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

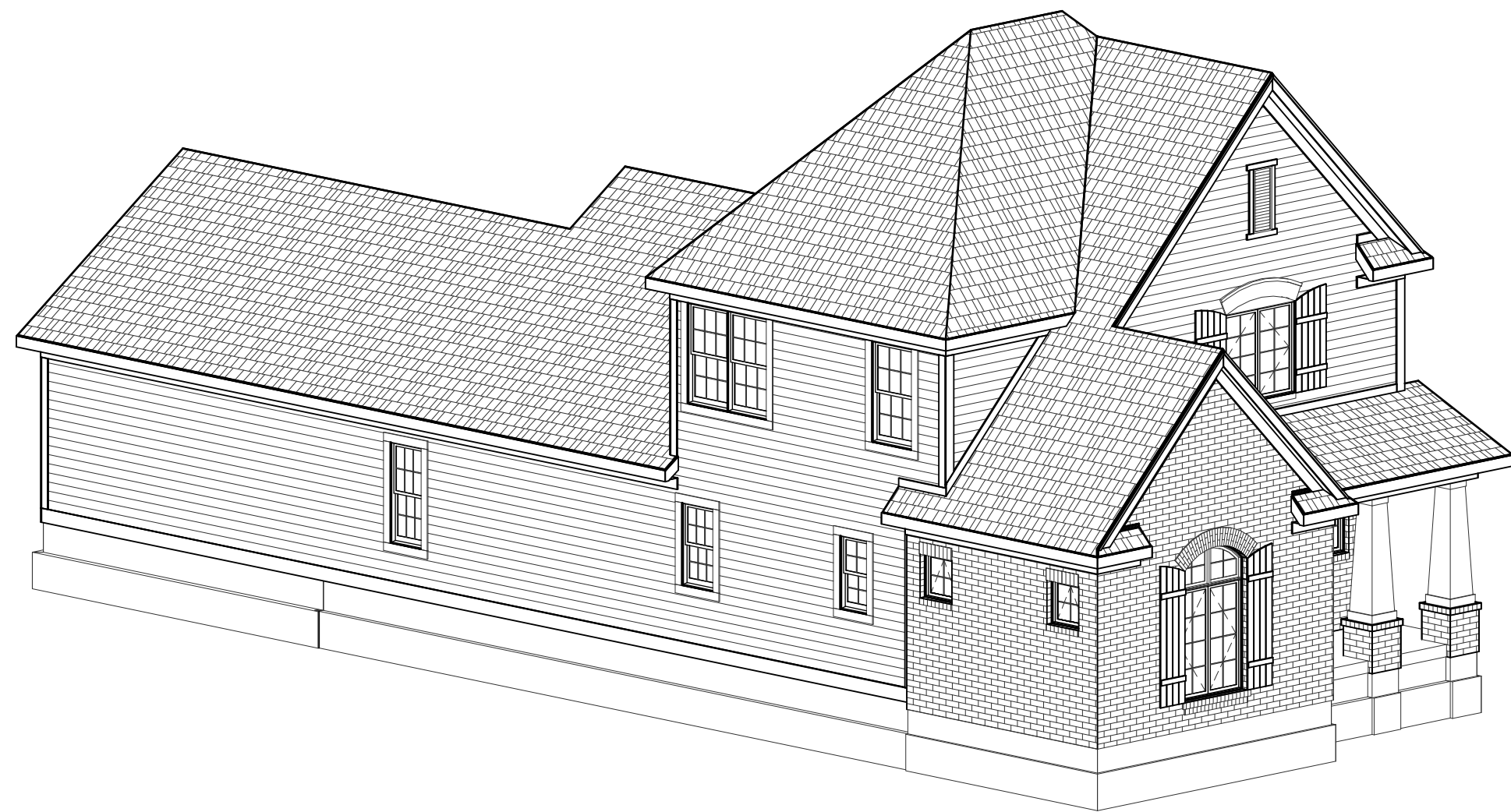
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© Estridae Homes 10/08/2014

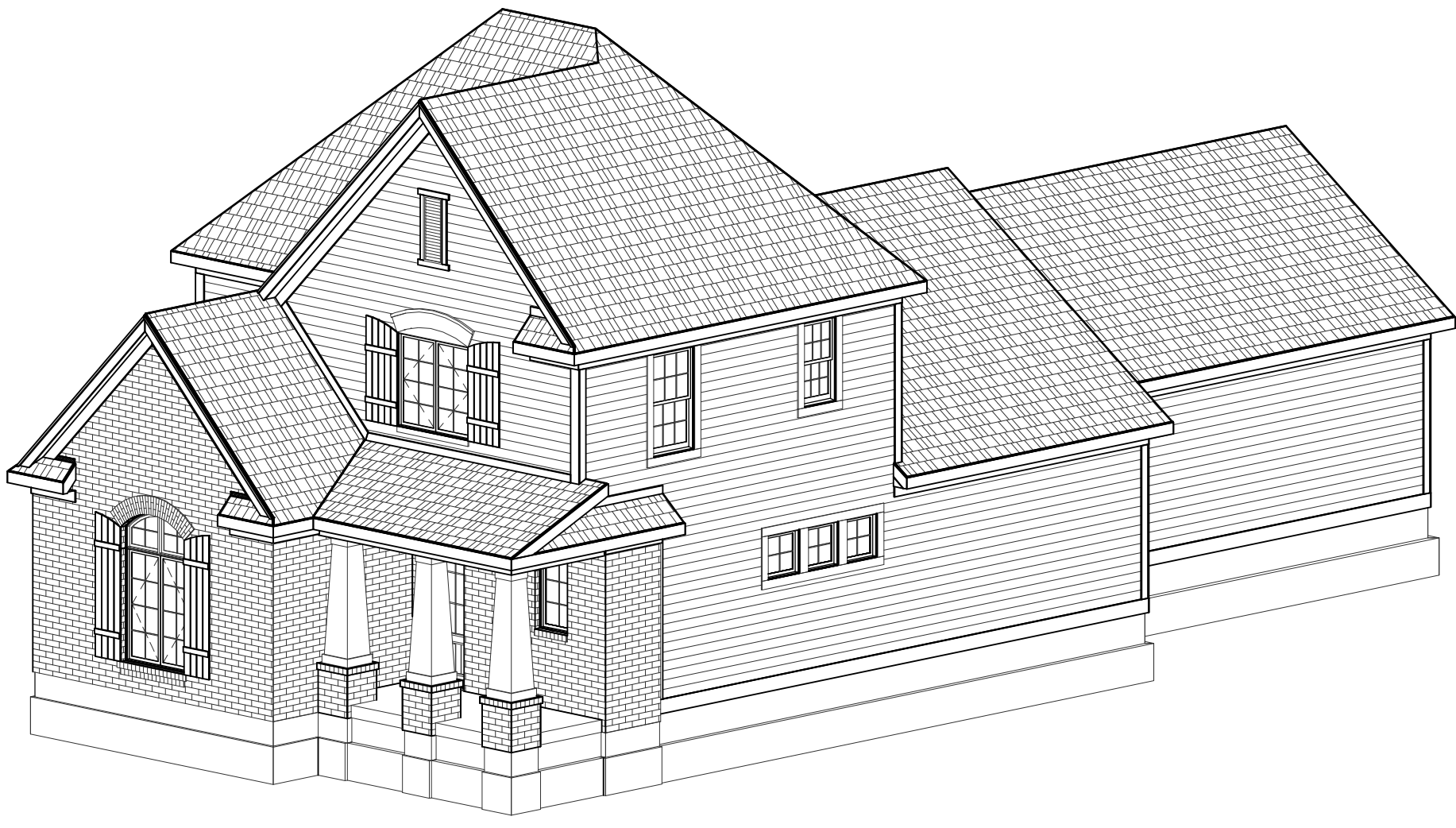
PRINT DATE:
10/08/2014

EH_1075	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-04				

© CGVisions 2004 PLAN CREATION DATE 05/06/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

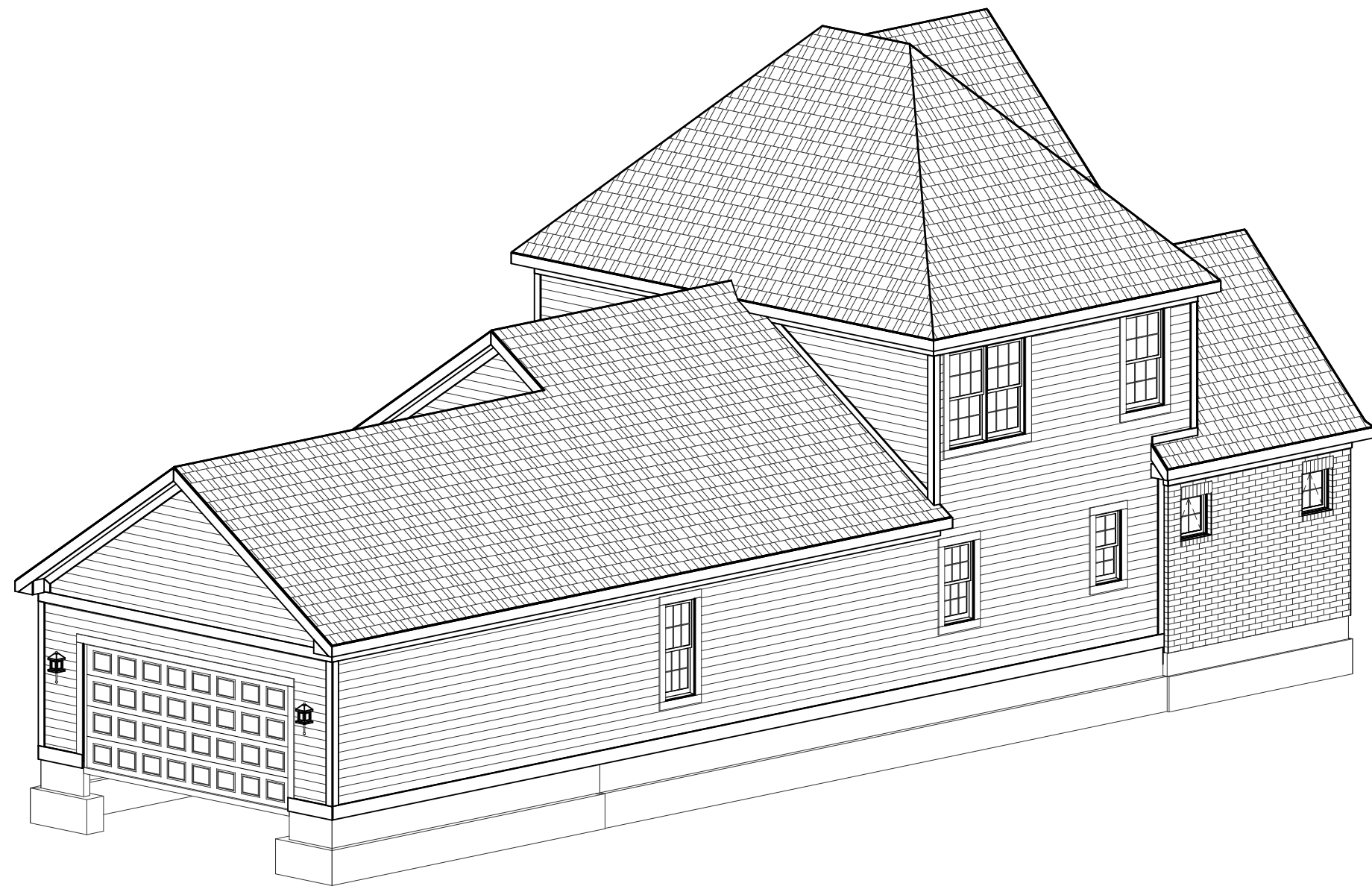
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



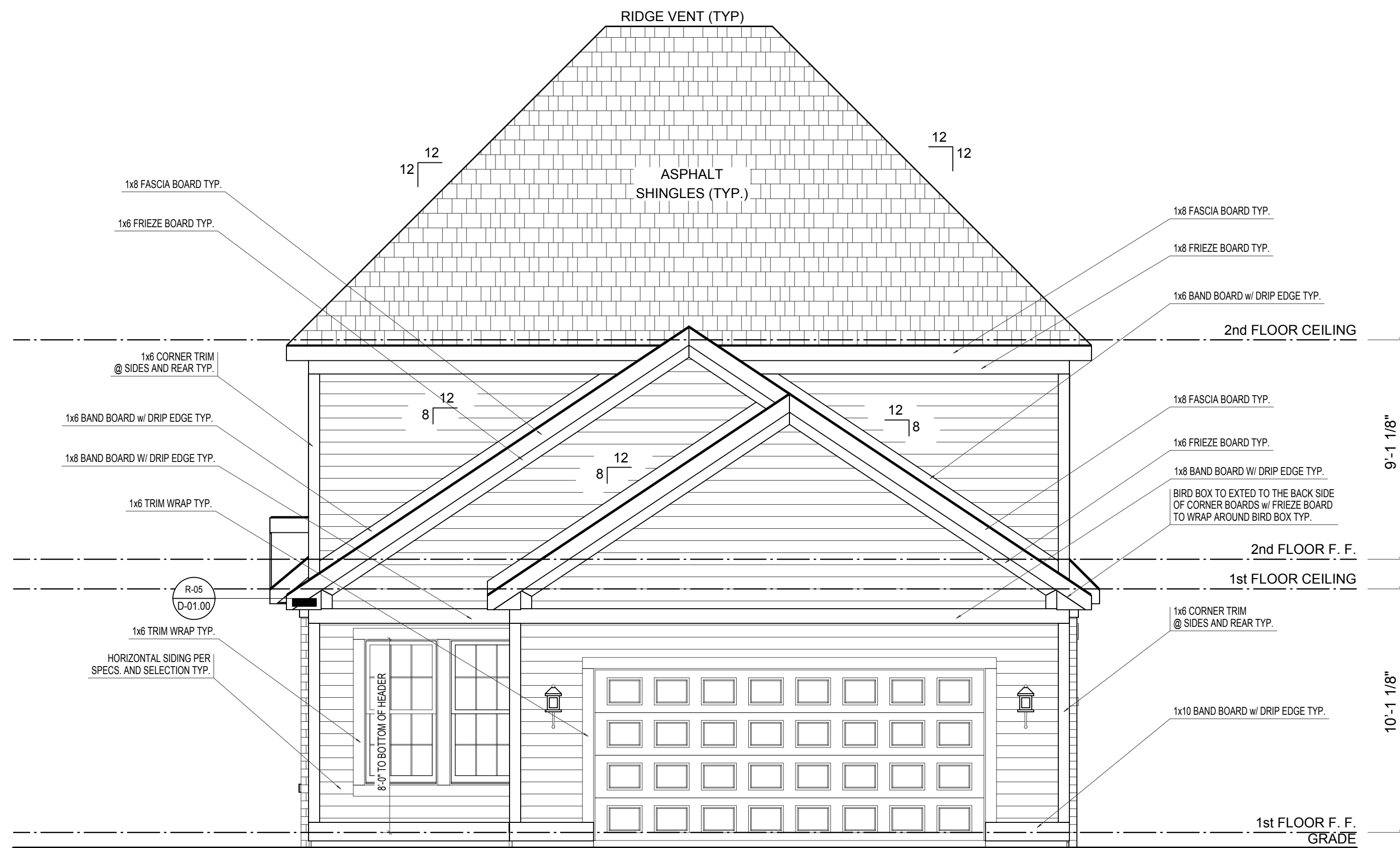
EH_1090		PRINT DATE: 08/01/2014	
FOR:	Estridge Homes	SHEET NUMBER	A-01
LOCATION:			



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

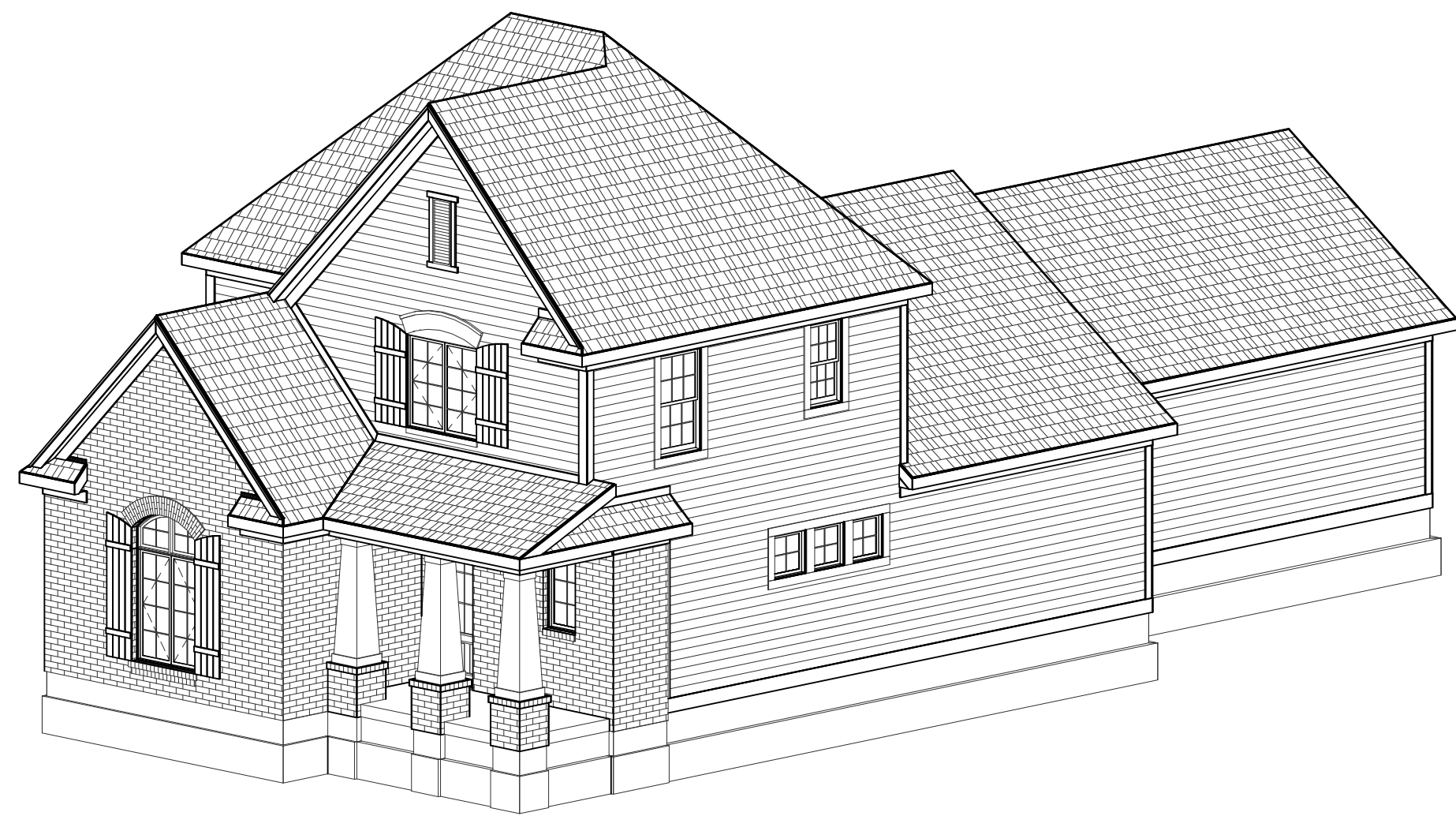
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ELEVATION REVIEW ONLY

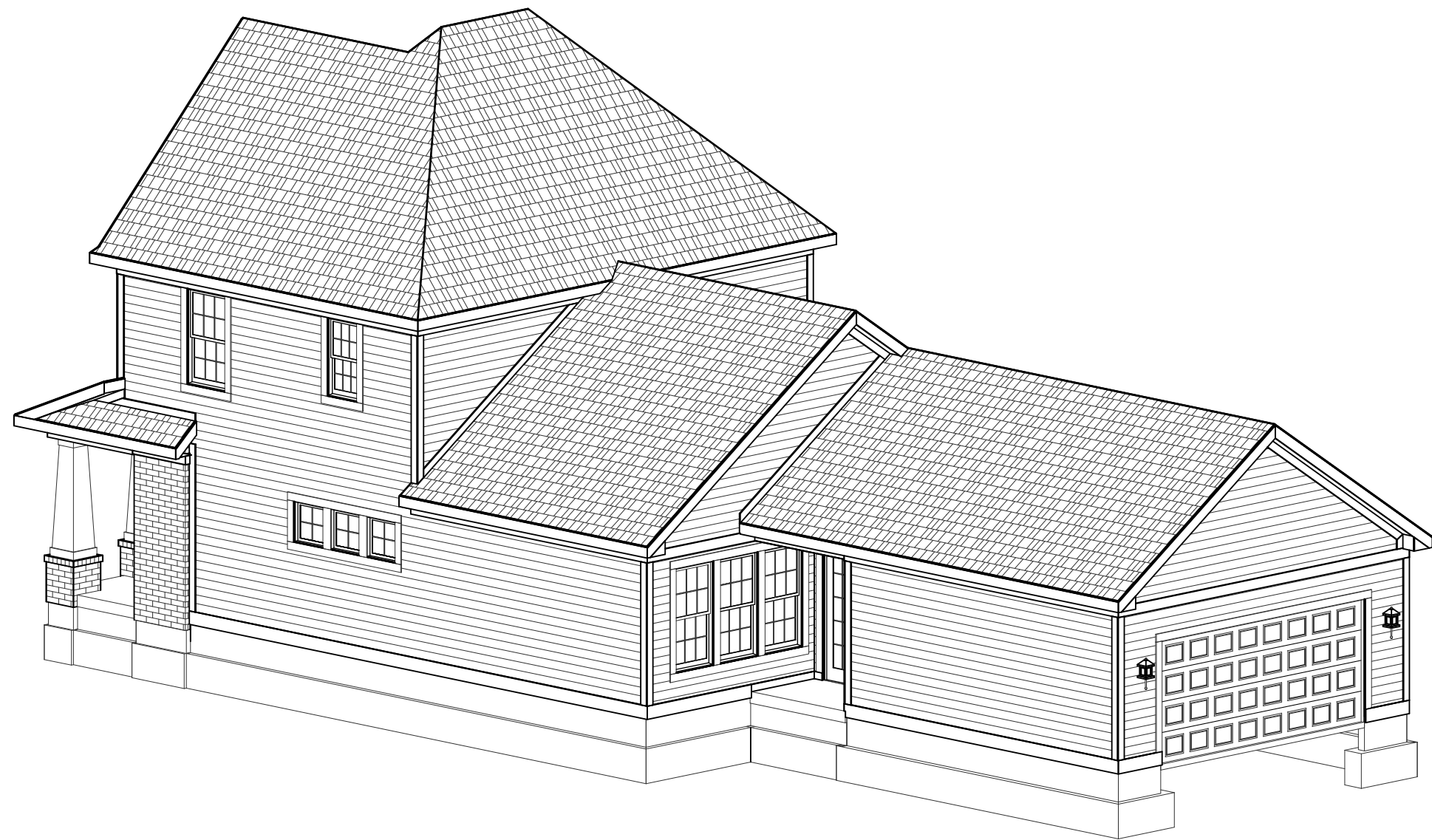
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GARAGE REAR			



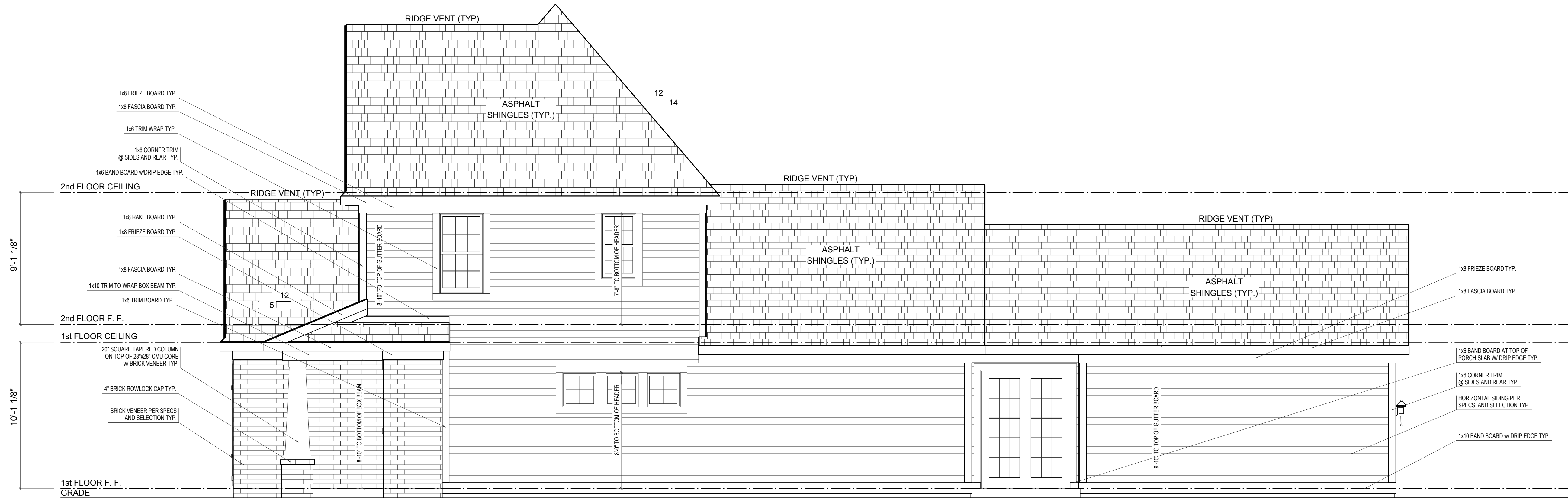
PRINT DATE: 08/01/2014			
EH_1090	FOR: Estridge Homes	LOCATION:	
SHEET NUMBER			
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

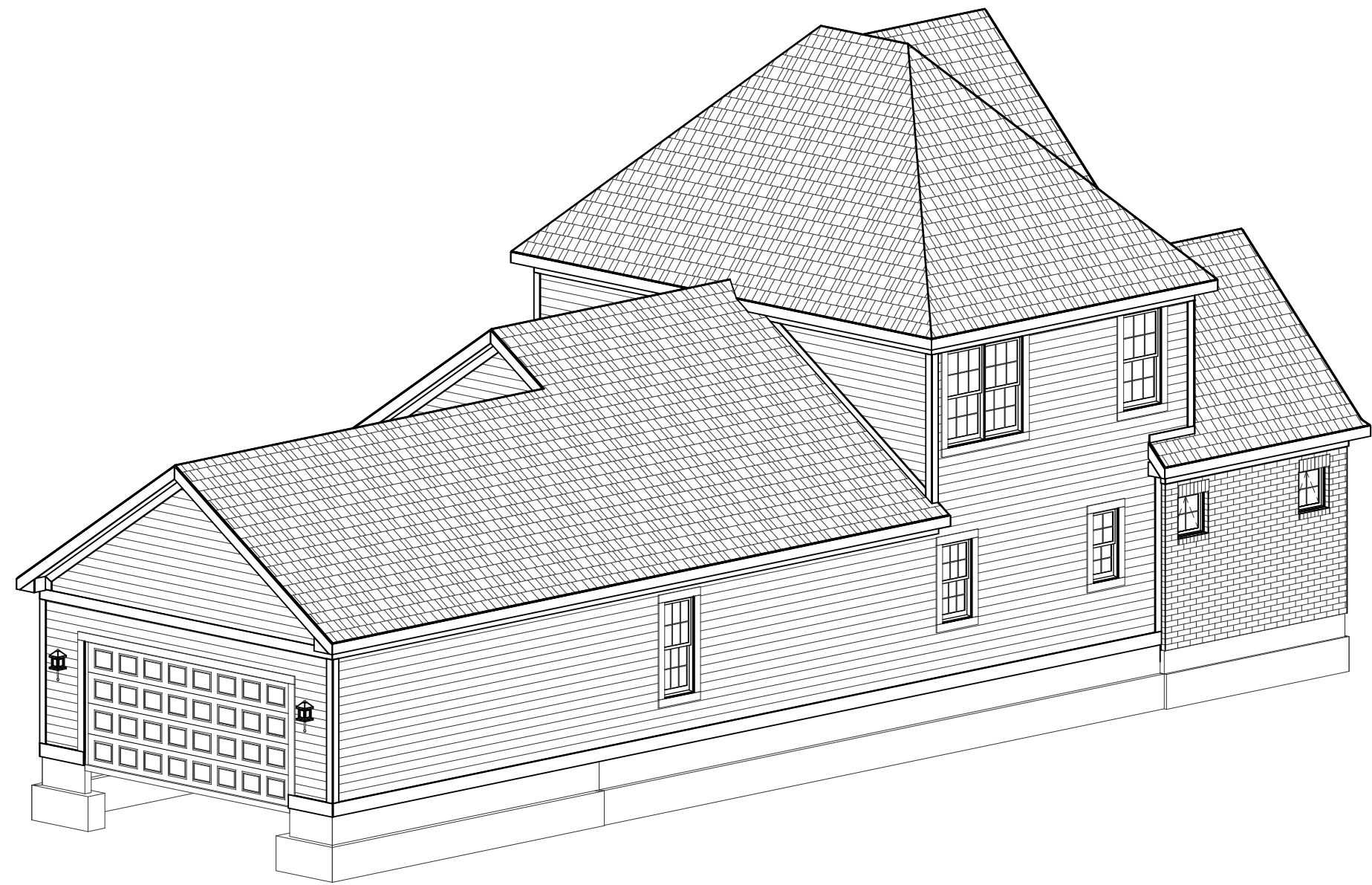
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ELEVATION REVIEW ONLY

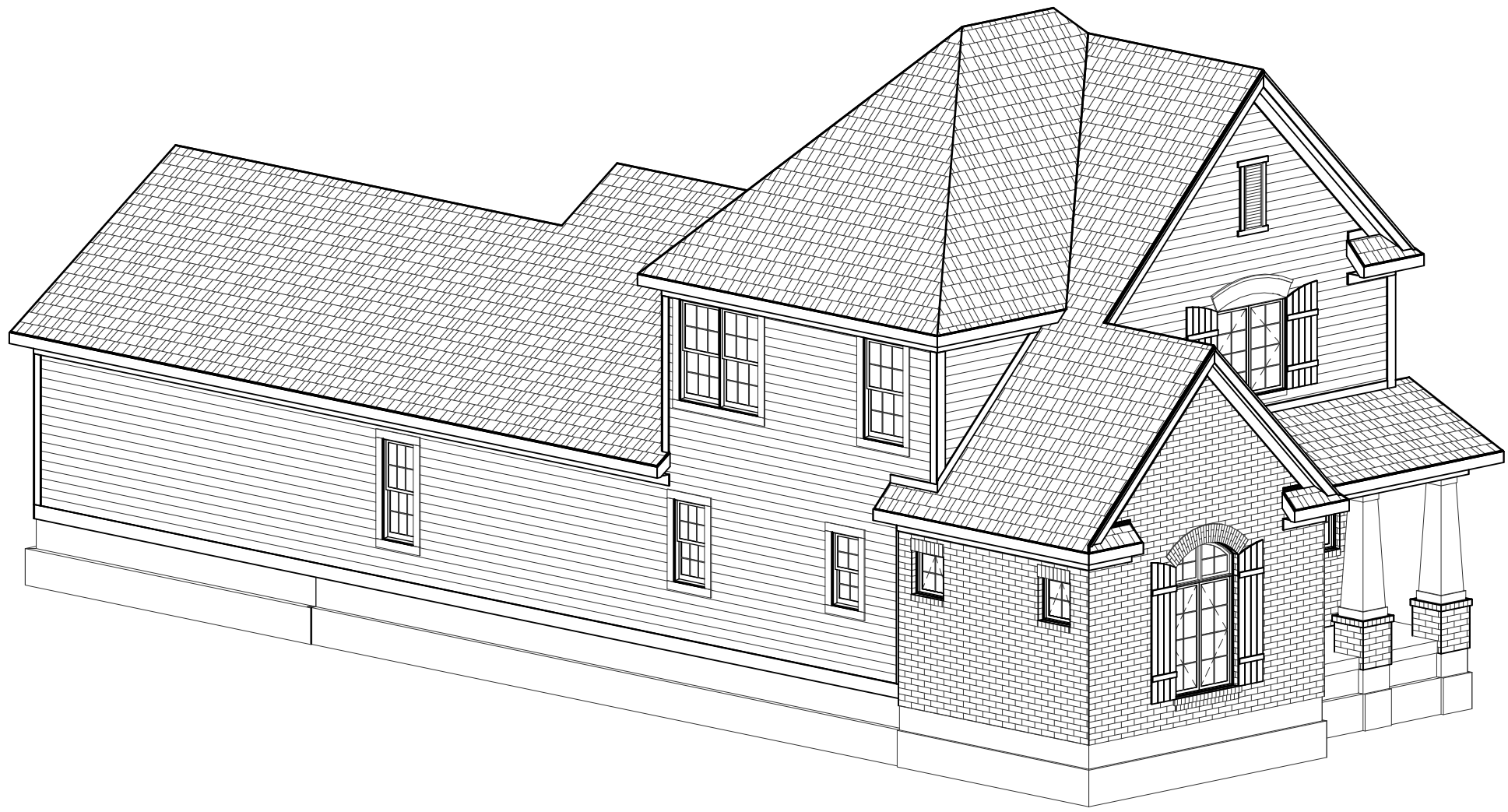
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



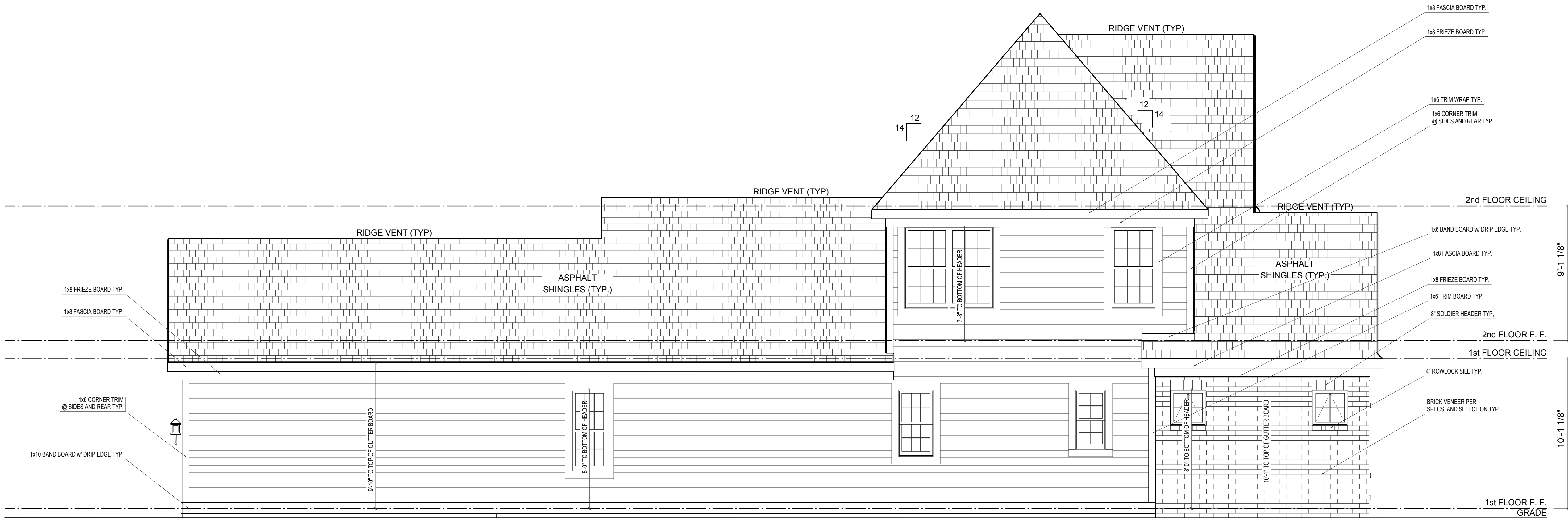
EH_1090		PRINT DATE: 08/01/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-03	



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

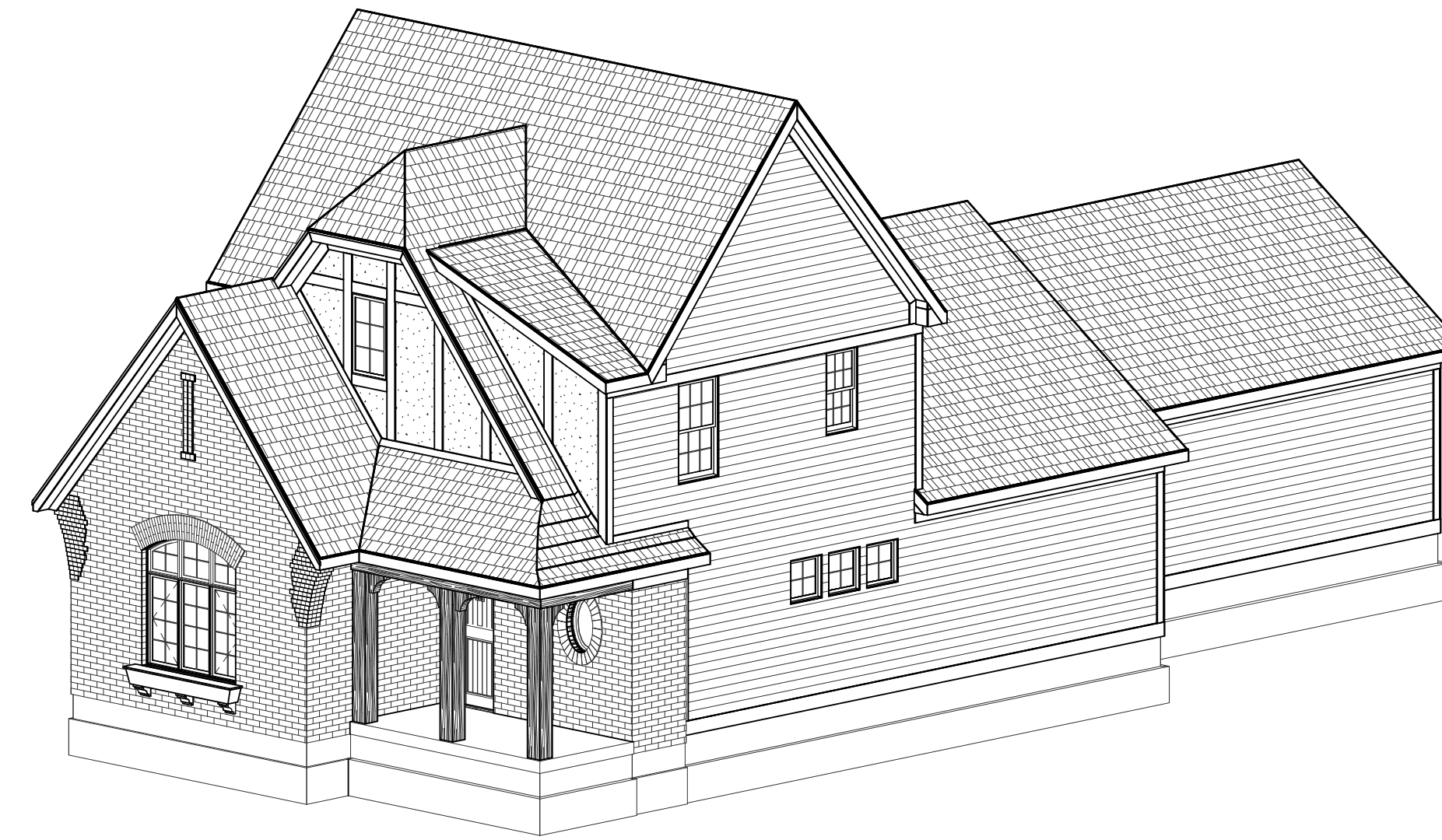
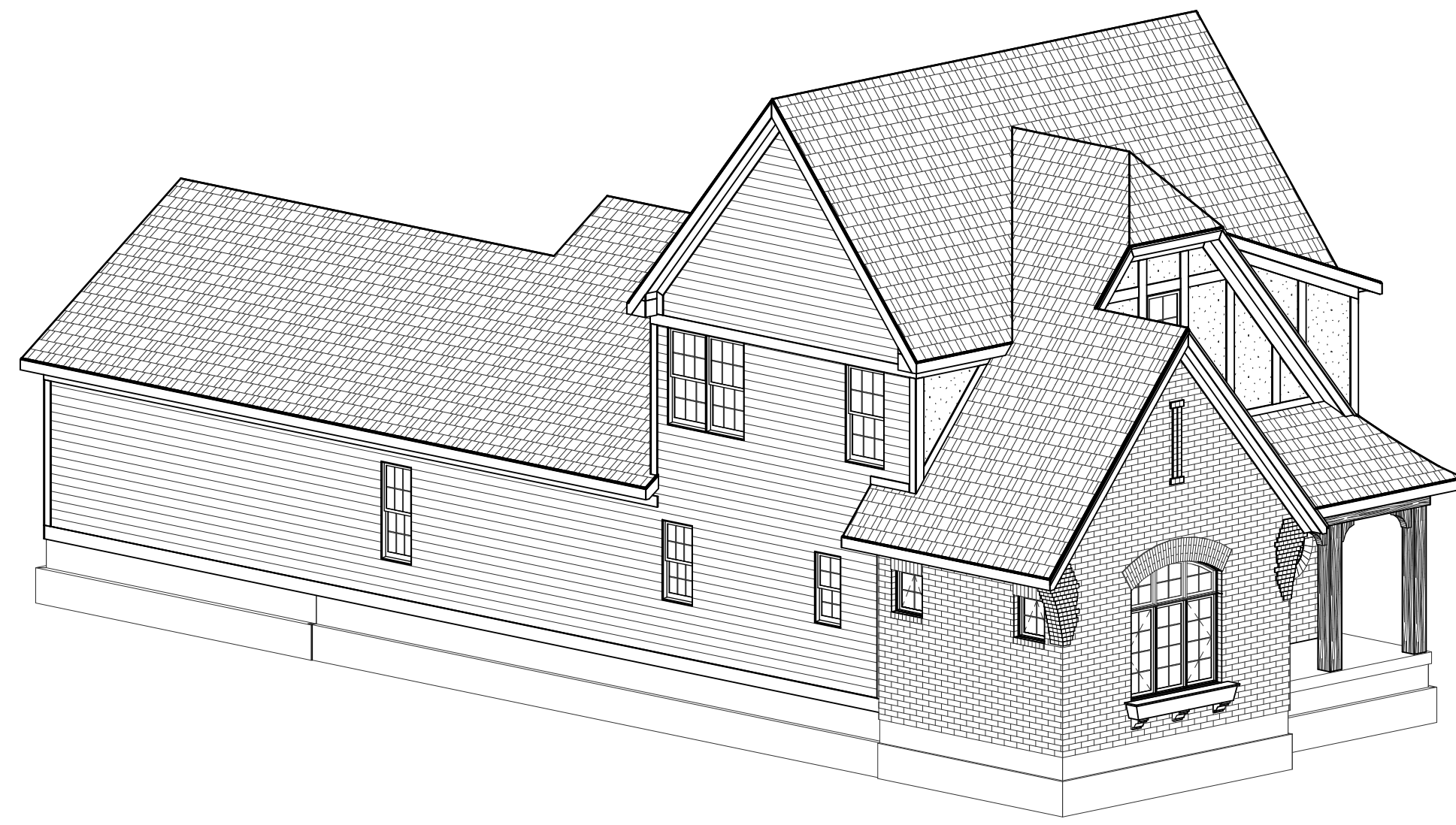
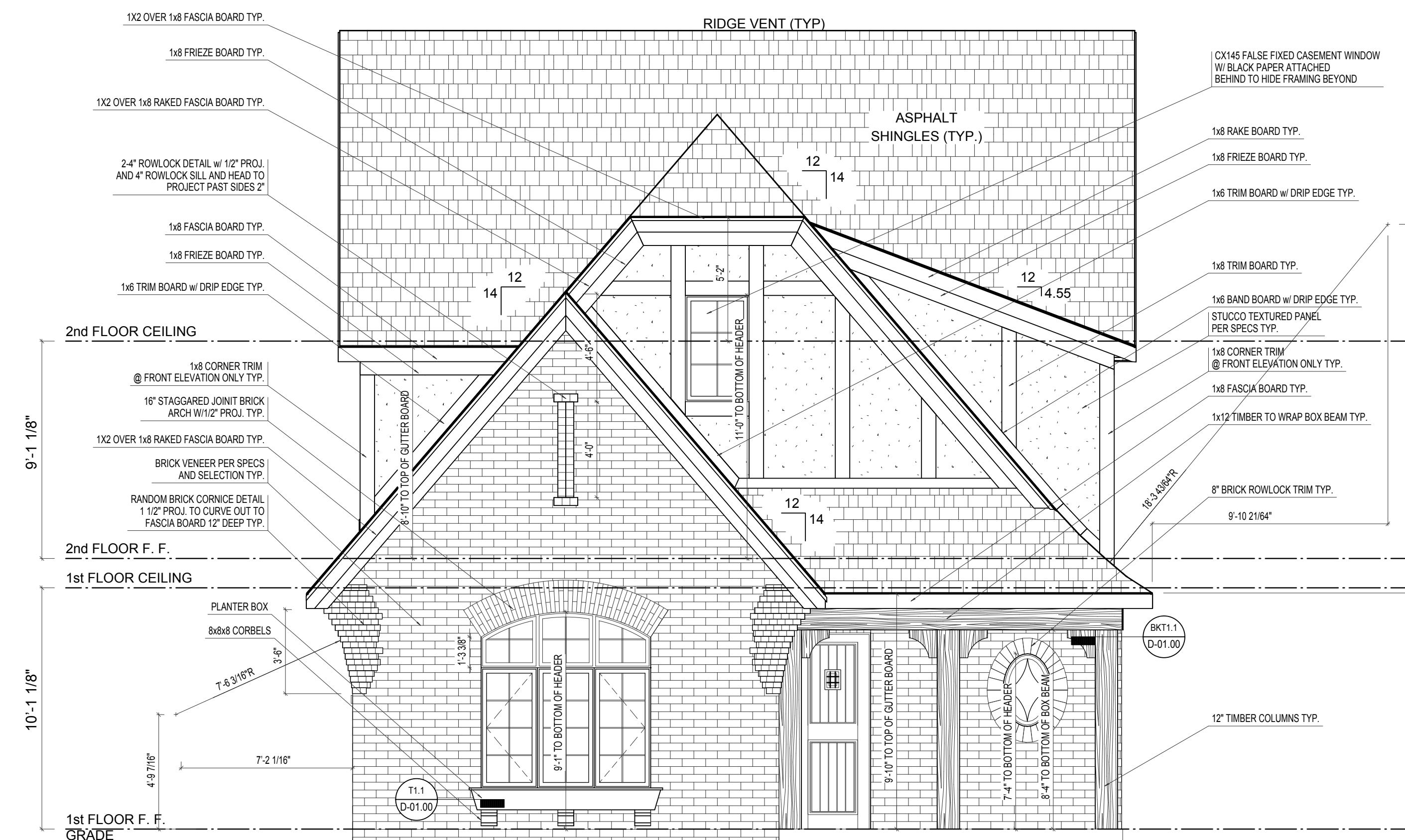
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ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 08/01/2014		
EH_1090	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		

[illegible]

FRONT ELEVATION

SCALE: 1/4"=1'-0"



© Estridge Homes 06/10/2014

PRINT DATE:
06/10/2014

EH_1090

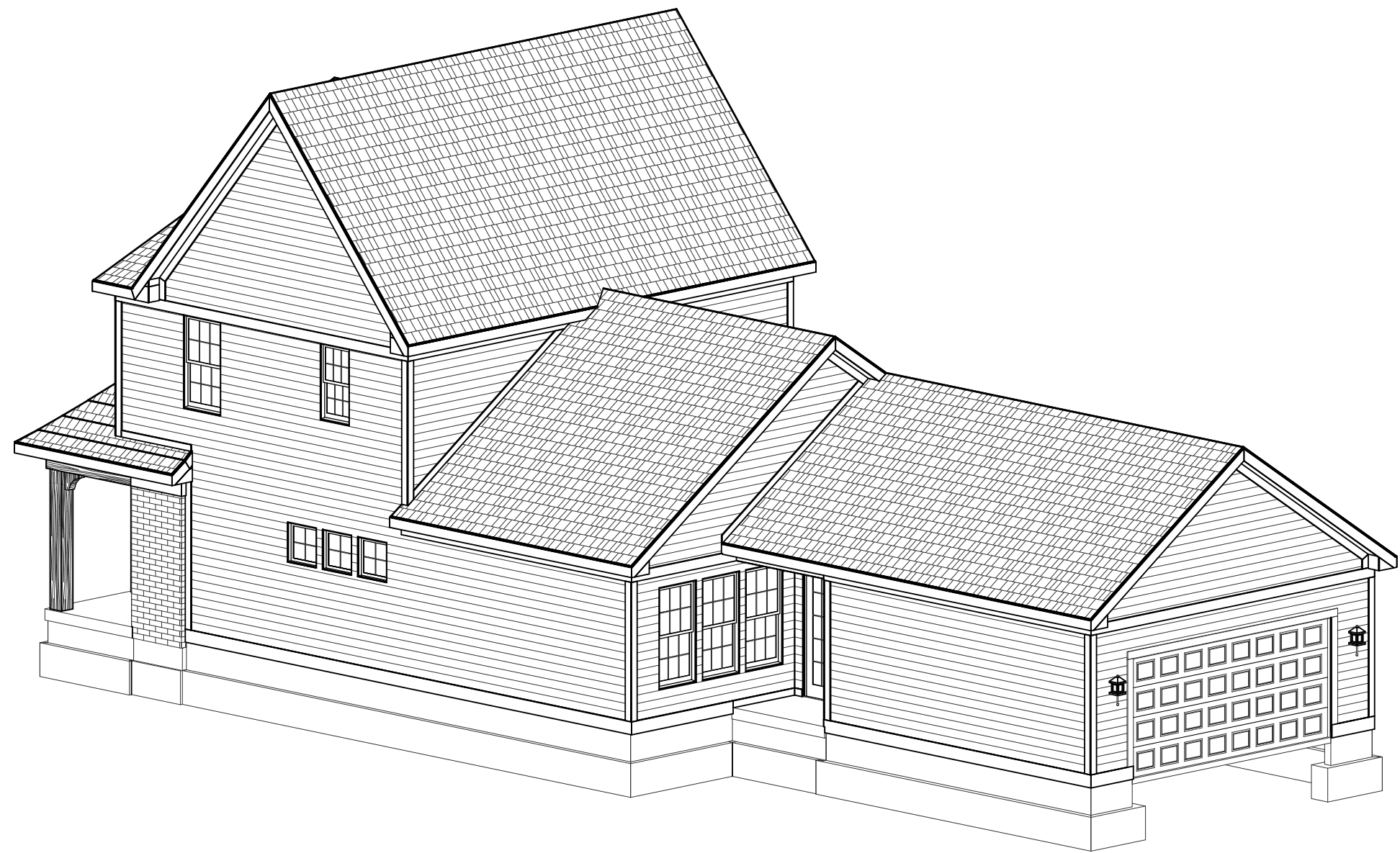
FOR:
Estridge Homes

LOCATION:

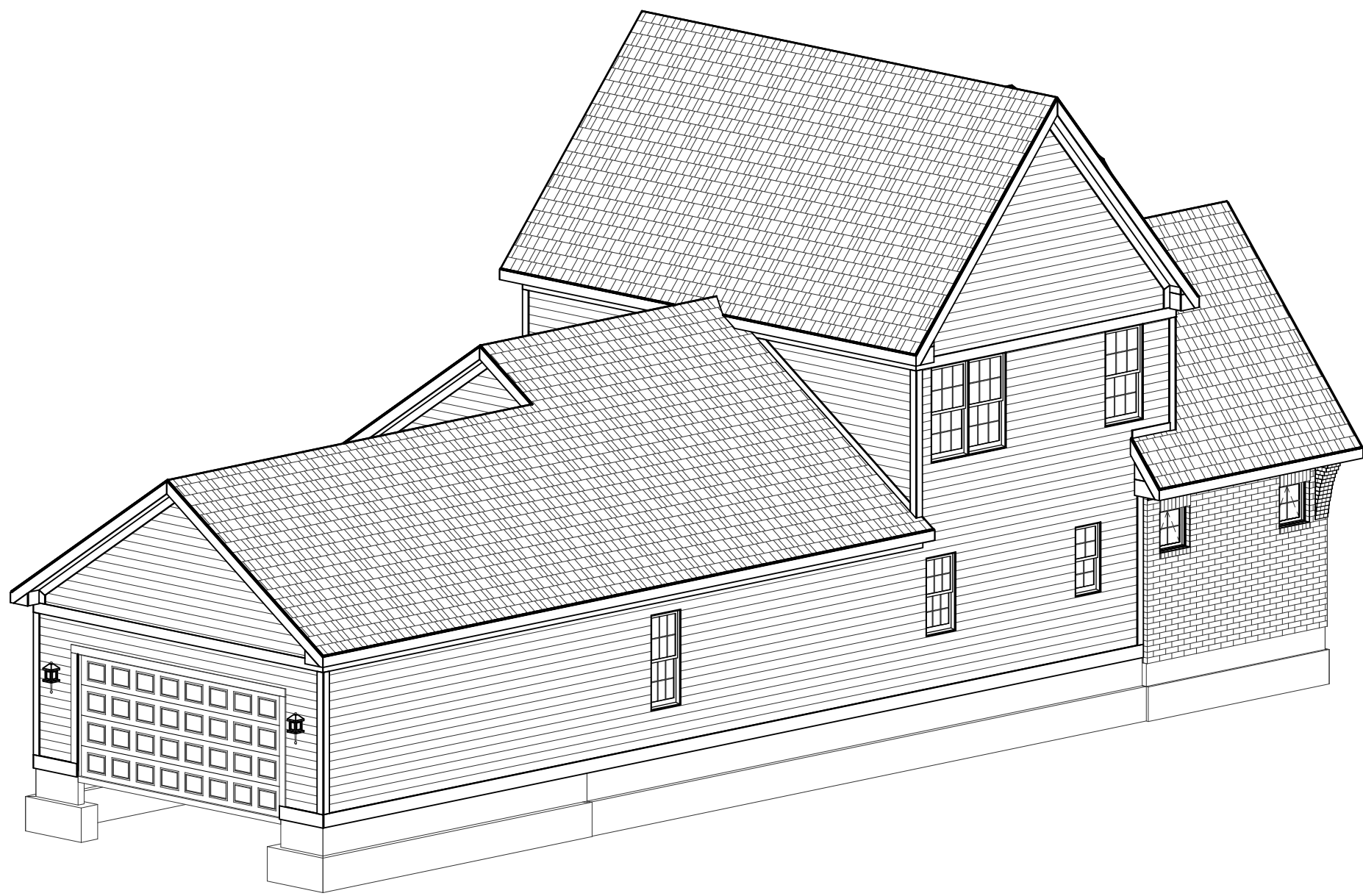
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A-01

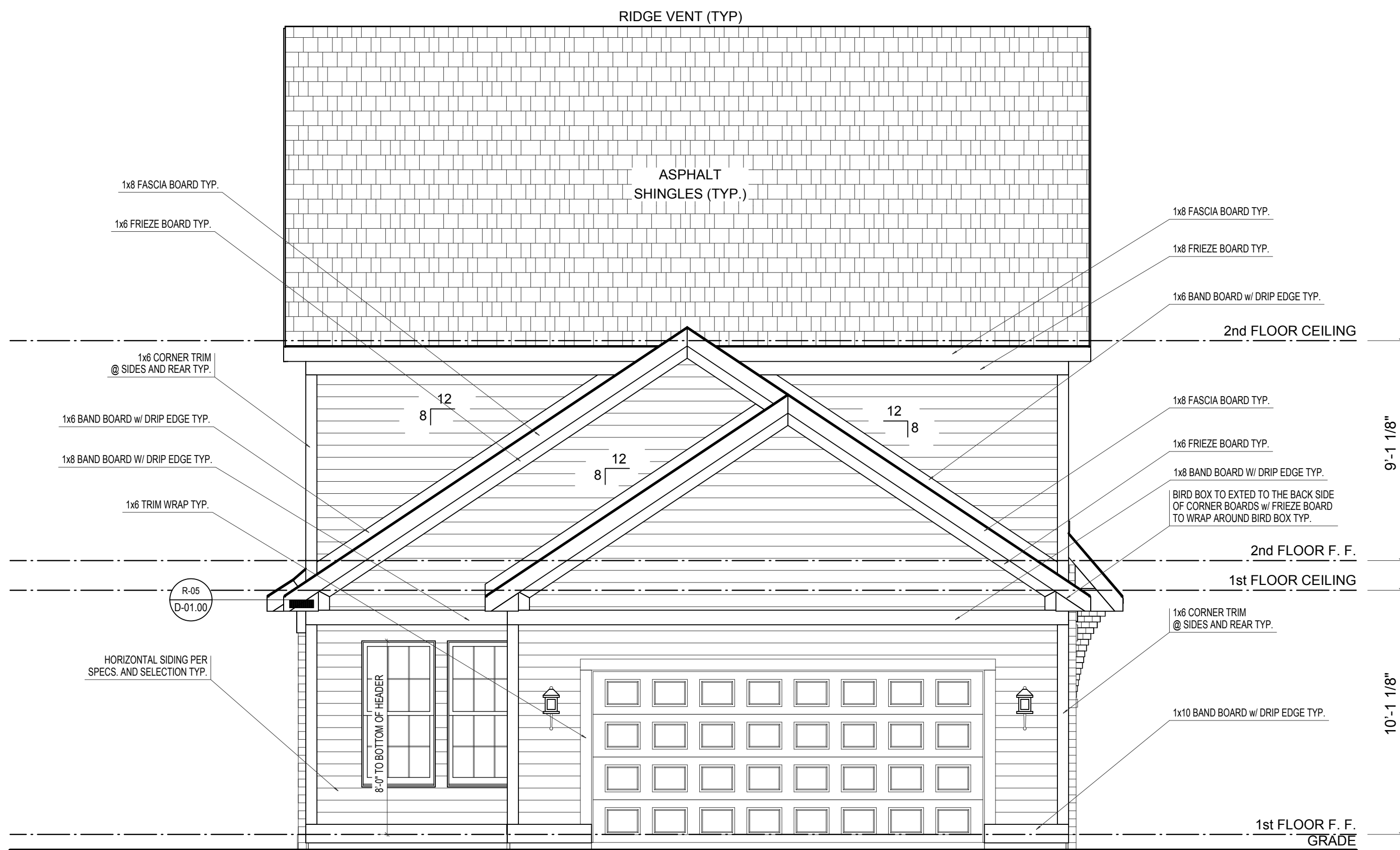
© CGVisions 2004 PLAN CREATION DATE 04/25/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

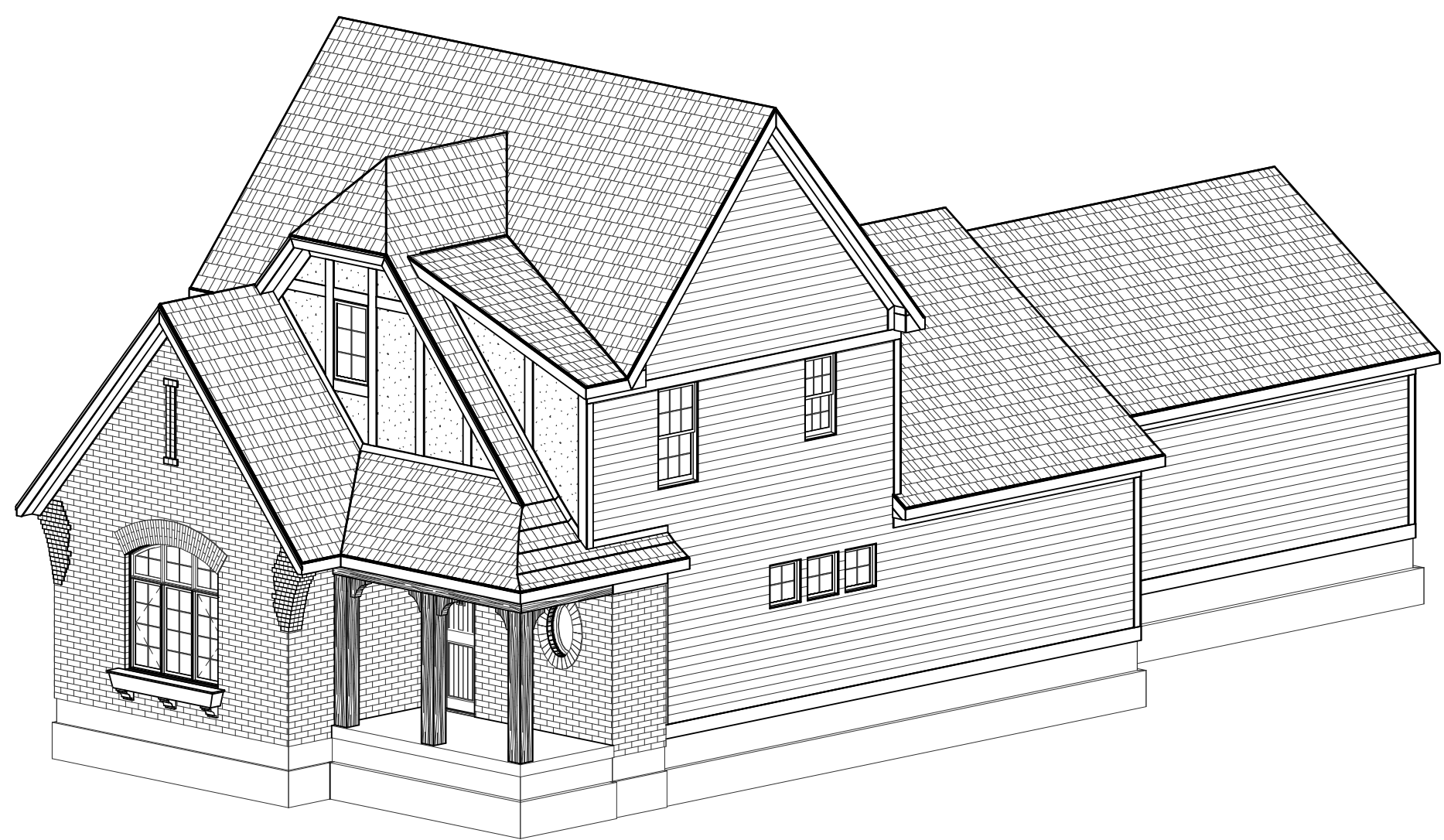
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ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				

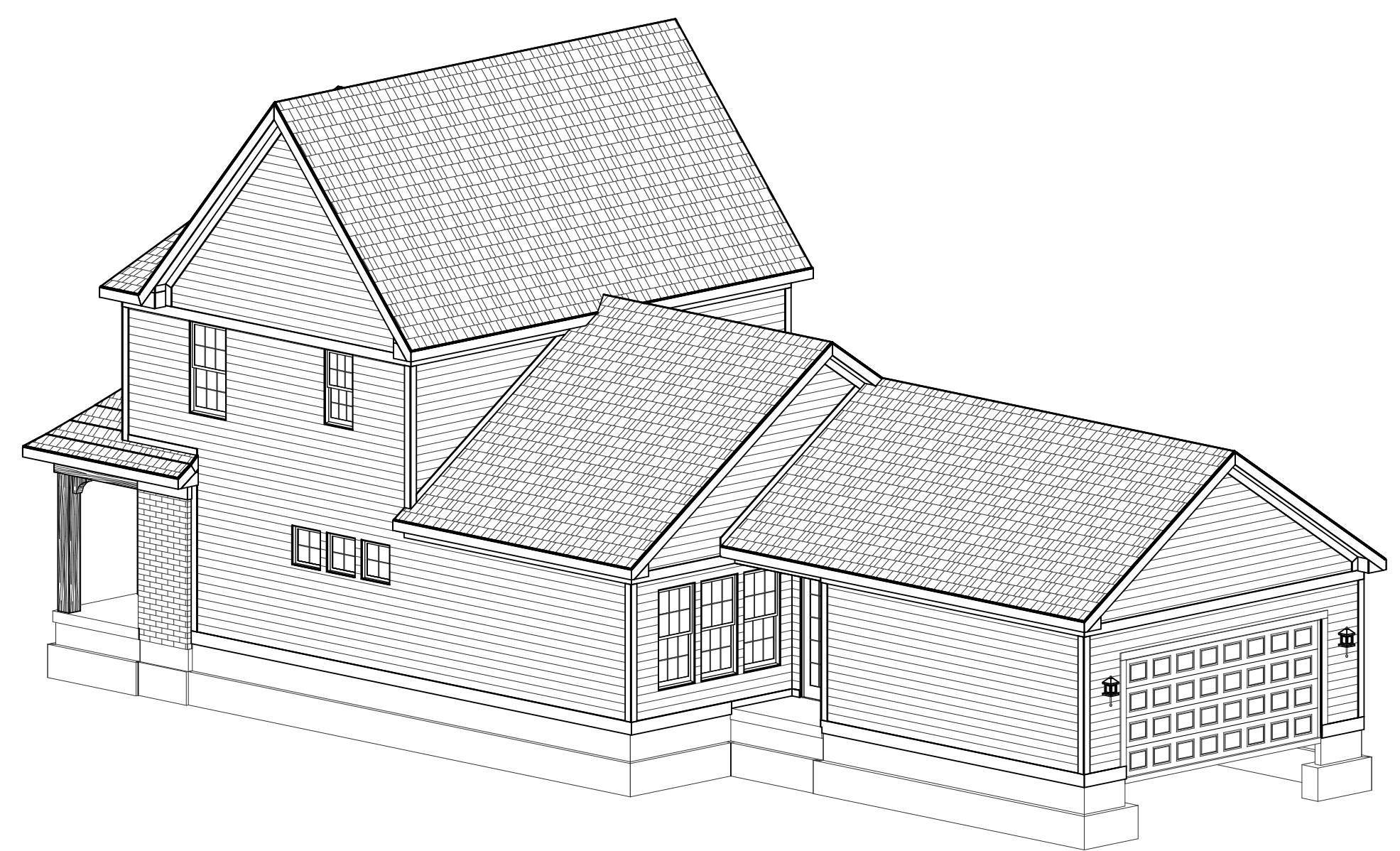


PRINT DATE:
06/10/2014

EH_1090
FOR: Estridge Homes
LOCATION:
SHEET NUMBER
A-02



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REVISIONS #2 CHECKSET
NOT FOR CONSTRUCTION

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



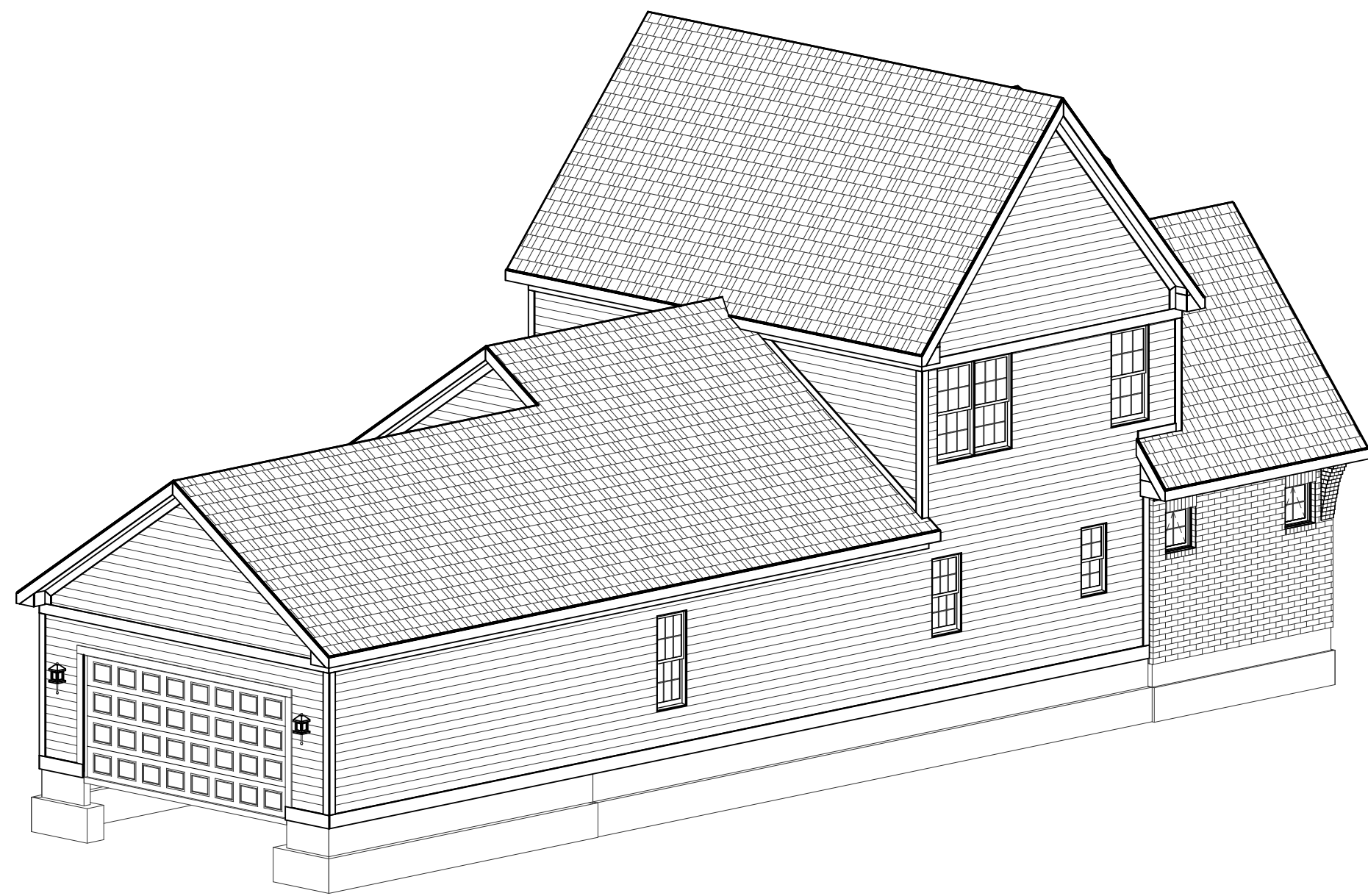
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EH_1090

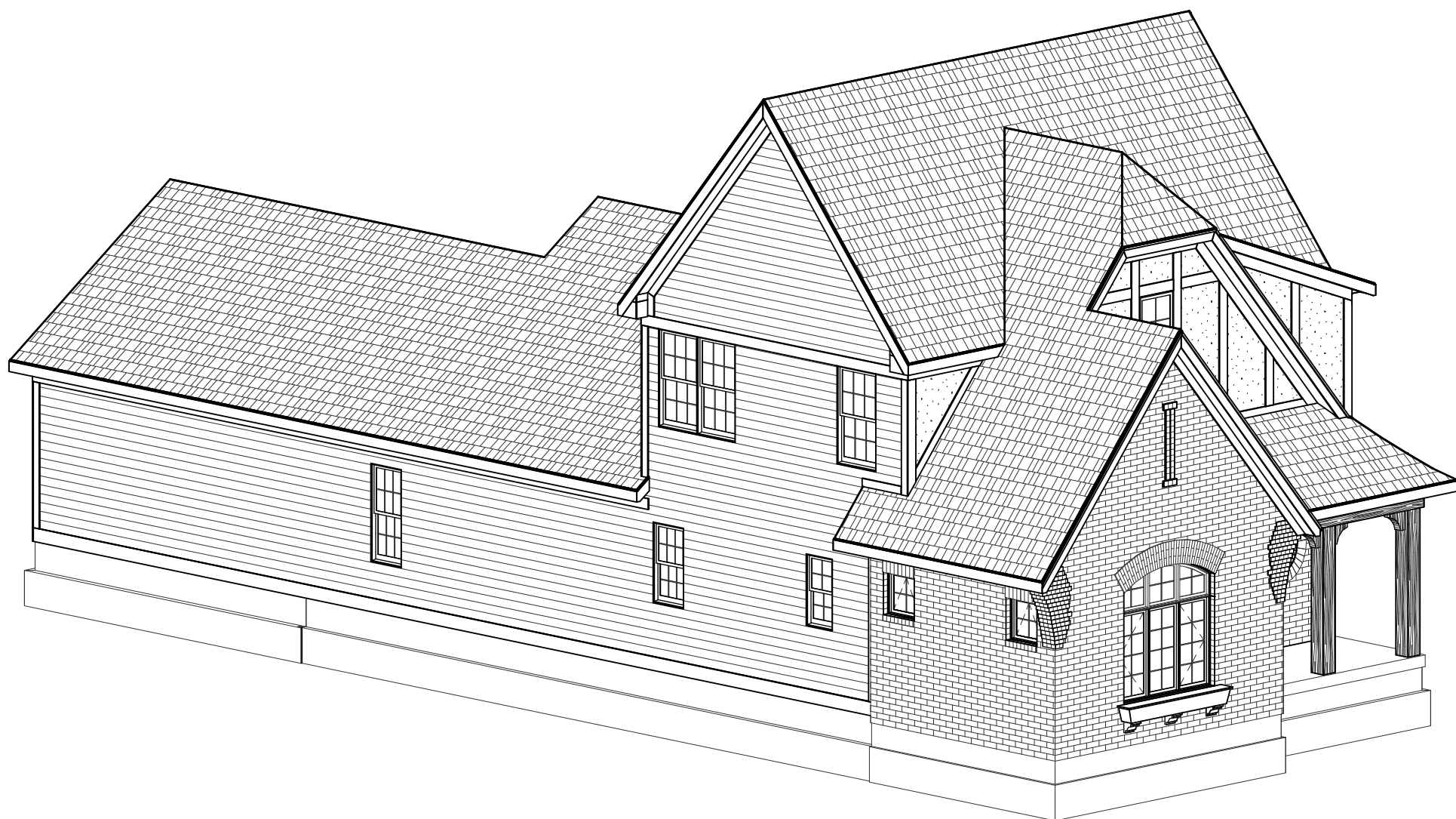
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LOCATION:

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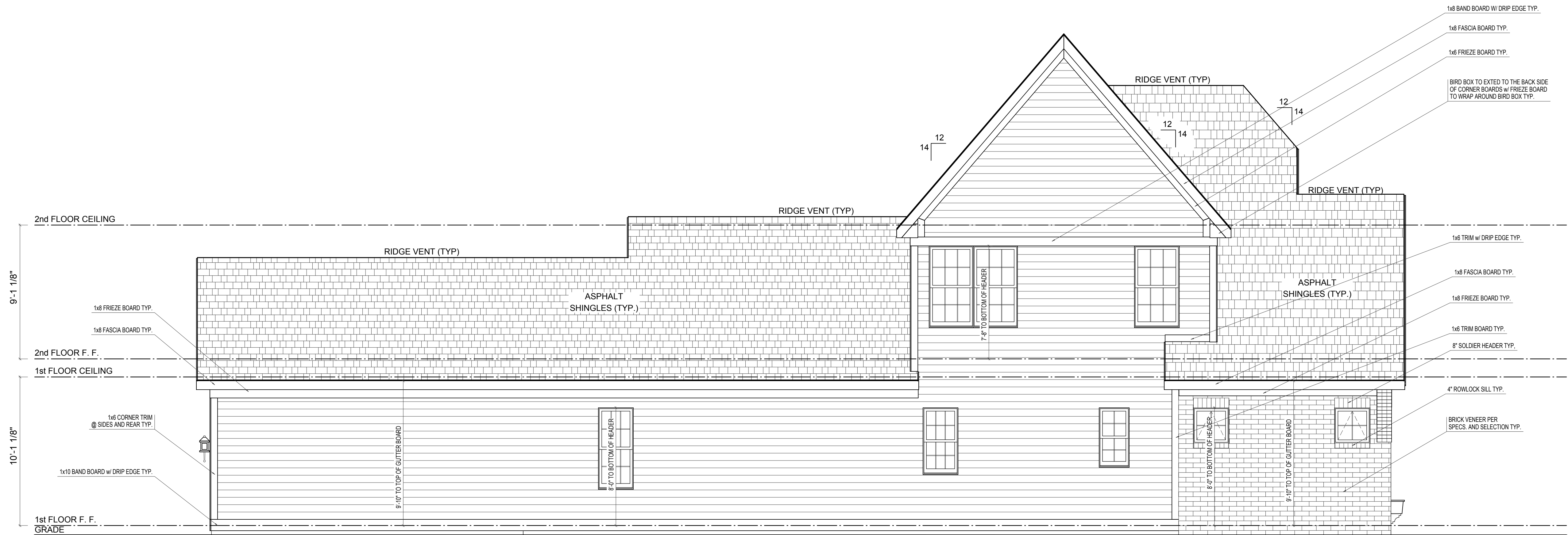
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

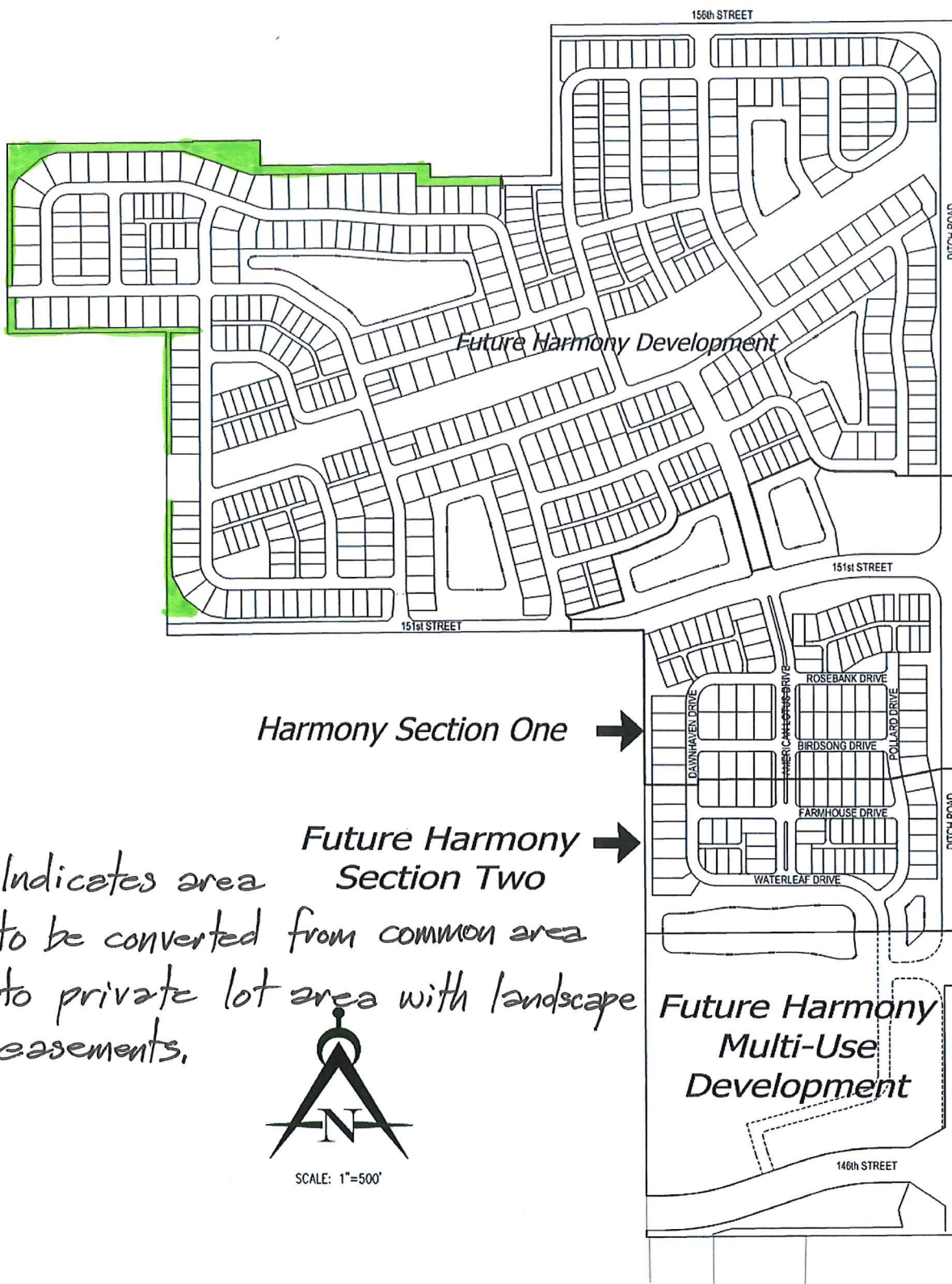
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ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 06/10/2014		
EH_1090	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		

WESTFIELD, INDIANA

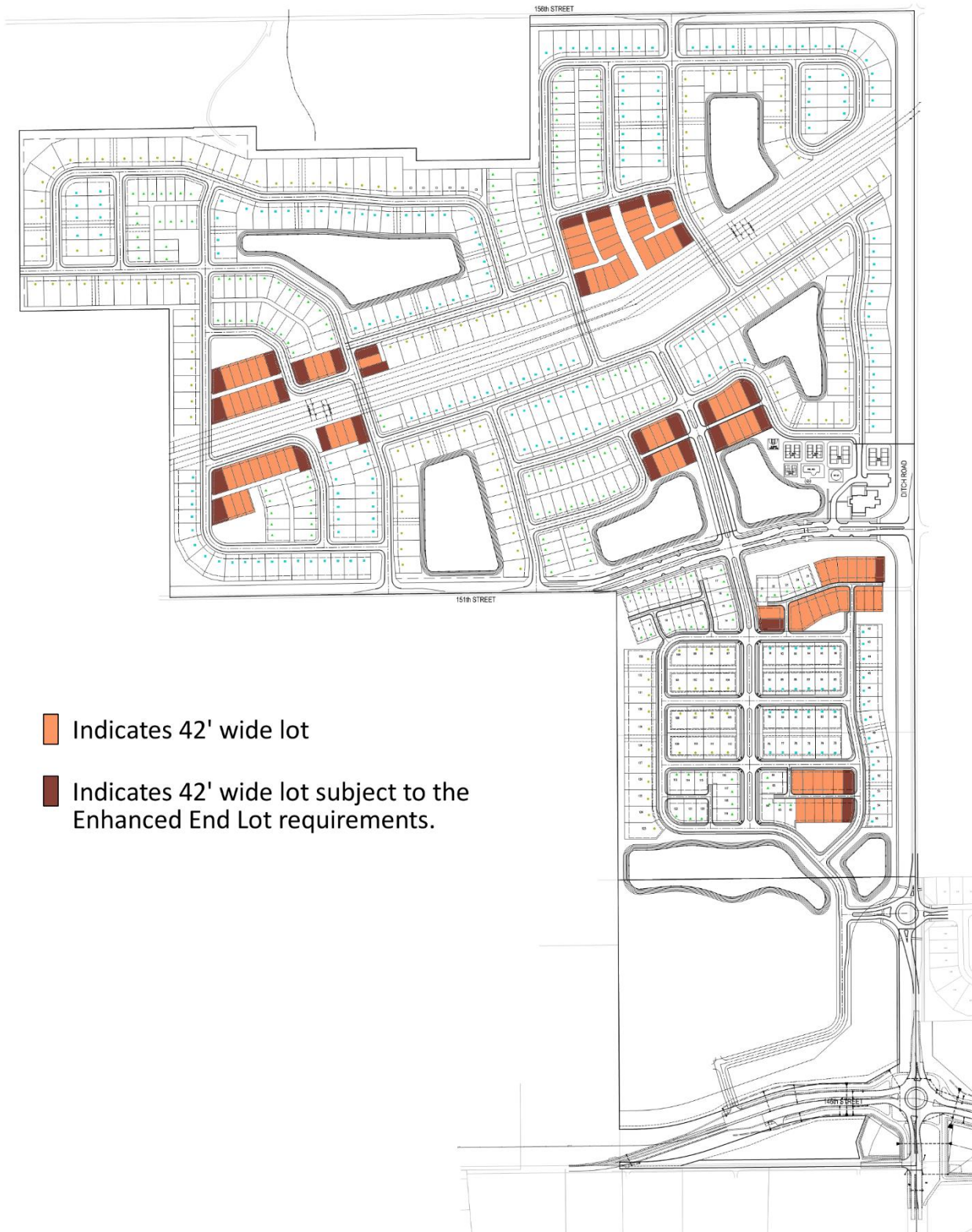


 - Indicates area to be converted from common area to private lot area with landscape easements.

08 DEC 2014

EXHIBIT B

ENHANCED END LOT MAP





Westfield City Council Report

Ordinance Number:	14-55
APC Petition Number:	1501-PUD-01
Petitioner:	Estridge Development Management, LLC
Requested Action:	A text amendment to modify the architectural and open space standards applicable to the Single-Family District of the Harmony Planned Unit Development (PUD) District.
Current Zoning:	Harmony PUD District (Ordinance 12-14)
Current Land Use:	Residential / Agricultural
Exhibits:	1. Concept Plan Exhibit 2. PUD Ordinance Excerpts 3. Amendment Ordinance 4. Exhibit B: Cottage Collection Homes 5. Open Space Exhibit 6. APC Certification
Prepared by:	Jesse M. Pohlman, Senior Planner

PETITION HISTORY

This petition was introduced at the December 8, 2014, City Council meeting. The petition received a public hearing at the January 5, 2015, Advisory Plan Commission (the "APC") meeting. The APC forwarded this petition with a unanimous favorable recommendation at its January 20, 2015, meeting. This petition is eligible for adoption consideration at the January 26, 2015, Council meeting.

PROCEDURAL

Public Hearing: Amendments to a Planned Unit Development (PUD) District are required to be considered at a public hearing by the APC. The public hearing for this petition was held at the January 5, 2015, APC meeting. Notice of the public hearing was provided in accordance with Indiana law and the APC's Rules of Procedure.

Statutory Considerations:

Indiana Code 36-7-4-603 states that in the consideration of zoning ordinance amendments and zone map changes that reasonable regard shall be paid to:

1. The Comprehensive Plan.

2. Current conditions and the character of current structures and uses.
3. The most desirable use for which the land is adapted.
4. The conservation of property values throughout the jurisdiction.
5. Responsible growth and development.

PROJECT OVERVIEW

Project Location: The Petitioner is requesting an amendment to the Harmony Planned Unit Development (PUD) District Ordinance No. 12-14 (the “PUD Ordinance”) for the “Single Family Residential District” of the Harmony PUD District, which is located along the west side of Ditch Road, both north and south of 151st Street (collectively, the “Property”) (see **Exhibit 1**). An exhibit (Exhibit B) has been incorporated into the amendment ordinance to specifically identify which lots would be subject to this amendment.

Amendment Request: The Petitioner is requesting an amendment to the architectural standards and open space standards applicable to the Property, as further described below.

1. **Architectural Standards:** The PUD Ordinance currently requires that homes comply with one of two sets of architectural standards¹: “defined architectural designs” or “conventional design guidelines” (see PUD Ordinance excerpts at **Exhibit 2**).
 - a) **Rear-Loading Lots:** Since the adoption of the PUD Ordinance, the Petitioner has designed a series of homes called the “cottage collection homes” (see **Exhibit 4**) for rear-loading lots.

The Cottage Collection Homes, which are rear-loading homes, don’t neatly meet the standards of either the “defined architectural designs” or “conventional design guidelines”. As a result, this amendment will allow a third option for homes on rear-loading lots to be substantially similar to the “cottage collection homes” (incorporated as **Exhibit B** of the proposed amendment ordinance).
 - b) **Conventional Design Guidelines:** The proposed amendment also incorporates additional qualifying characteristics and architectural features for the rear façade requirements for homes complying with the conventional design guidelines of the PUD Ordinance. The additional features are similar to those offered in the UDO’s requirements² for side and rear building facades for homes on the perimeter lots of a development.
2. **Open Space Standard:** The PUD Ordinance requires a minimum of sixty-nine (69) acres of Open/Green Space (“Open Space”) throughout the District³. When the PUD Ordinance was adopted, the zoning ordinance required a twenty-foot (20’) wide buffer yard along single-family lots abutting AG-SF1 District properties. As a result, the Petitioner anticipated these buffer yards (see **Exhibit 5**) would be placed in a common area, so the PUD Ordinance included this buffer yard in the minimum Open Space requirement.

Since the adoption of the PUD Ordinance, however, the City adopted the Unified Development Ordinance (the “UDO”) which now requires a minimum thirty-foot (30’) wide buffer yard instead of twenty-feet (20’). In order to accommodate this wider buffer yard without reducing lot sizes or

¹ Section 3.4(A) *Architectural Standards* of the PUD Ordinance.

² Article 6.3(C)(1)(b) *Architectural Standards; Single-family Districts (Residential Uses); Perimeter Lots; Rear/Side Building Façade Enhancements* of the UDO.

³ Section 1.3 *General Provisions; Open/Green Space* of the PUD Ordinance.

buffer yard requirements, the Department recommended the Petitioner place the required buffer yard in a landscape easement rather than in common area.

The Petitioner was amicable to this change; however, it would predicate the adjustment of the PUD Ordinance's minimum Open Space requirement because these buffer yards would no longer be in common area but rather on individual lots. As a result, this amendment adjusts the minimum Open Space acreage requirement accordingly (see effected areas in **Exhibit 5**).

PUBLIC HEARING COMMENTS

At the December 8, 2014, Council introduction, the Council shared a concern about the side elevation of homes that face a street or open space. In response to that concern, the Petitioner modified the ordinance, as presented at the January 5, 2015, Plan Commission public hearing, to require the side elevation of the homes with the outdoor living area to be oriented towards the street.

At the January 5, 2015, public hearing, the Plan Commission commented there were specific plans that had side elevations (outdoor living area side) that were of a concern if they were oriented towards the street. The Plan Commission's suggestion was to either prohibit the plans on corner lots or enhance those side elevations. Following the public hearing, the Department identified the following specific plans that were noted as being of concern: EH-1030, EH-1045, EH-1060, EH-1075 and EH-1090.

In response and in working with the Department, the Petitioner has modified the proposed amendment (see **Exhibit 4**) to require additional windows be provided for those specific plans. In addition, an exhibit (Exhibit B) has been incorporated into the amendment ordinance to identify which lots this amendment applies to, and then to also identify which lots qualify as end lots that would be subject to the orientation and enhanced window requirements.

RECOMMENDATIONS / ACTIONS

APC Recommendation

At its January 20, 2015, meeting, the APC forwarded a unanimous favorable recommendation of this petition to the Council (Vote of: 7 in favor, 0 opposed) (see **Exhibit 6**).

City Council

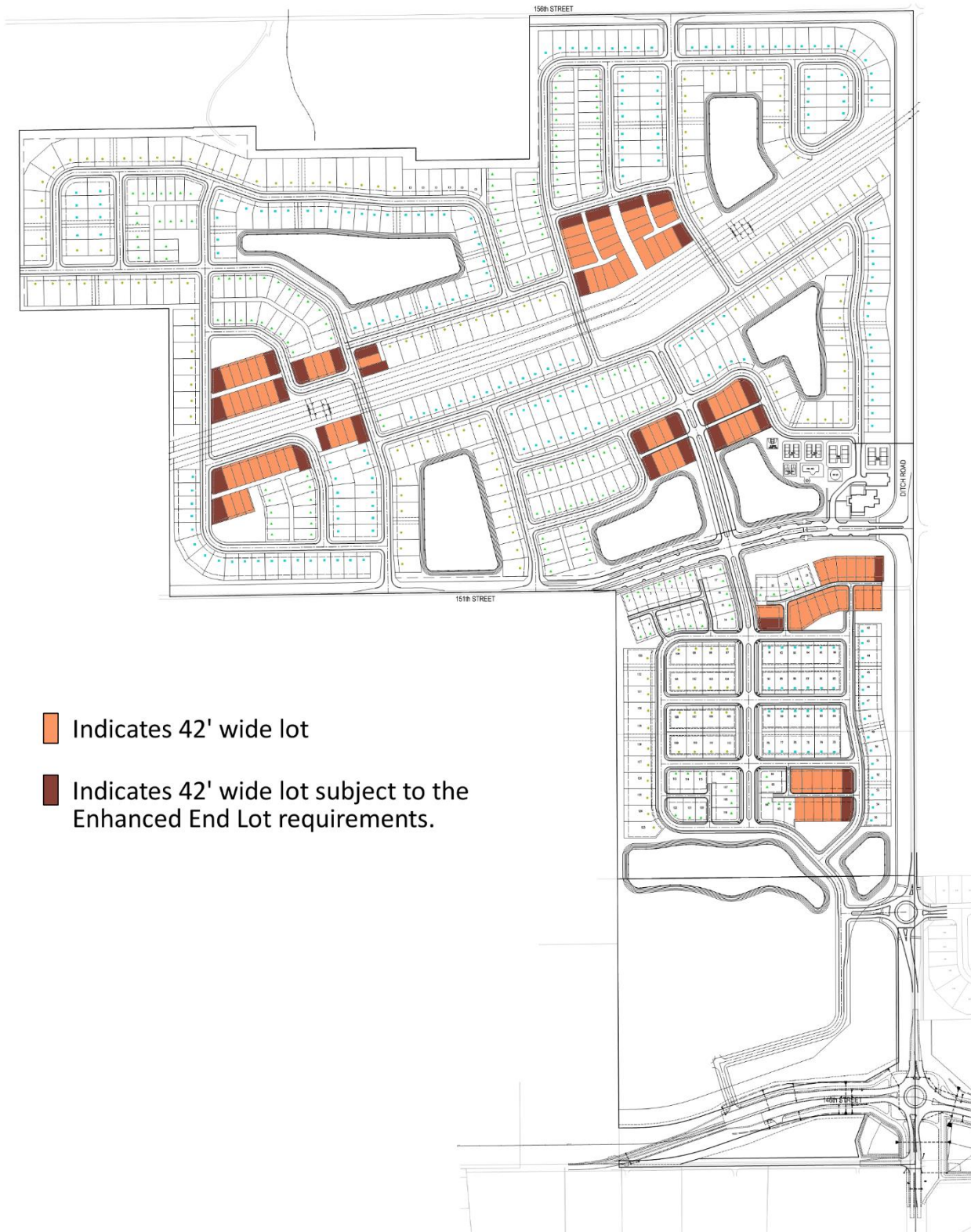
Introduction: December 8, 2014

Eligible for Adoption: January 26, 2015

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

EXHIBIT B

ENHANCED END LOT MAP



HARMONY PUD ORDINANCE 12-14

EXCERPT APPLICABLE TO TEXT AMENDMENT

Section 3.4. Architectural Standards.

A. Architectural Design Standards. Each single family detached dwelling unit located on a Mew Lot, 42' Alley-load Lot, or 50' Alley-load Lot shall comply with one of the defined architectural designs detailed in Section 3.4,A,3. Each single family detached dwelling unit located on a 60' Front-load Lot, 70' Front-load Lot, or 80' Front-load Lot shall meet one of the following standards:

1. Comply with one of the defined architectural designs detailed in Section 3.4,A,3, or
2. Comply with the conventional design guidelines identified in Section 3.4,A,4.

3. Defined Architectural Designs. The following architectural designs of homes are permitted to be constructed within Harmony:

- Adam (Colonial)
- Georgian
- Italianate
- Shingle
- Folk Victorian
- Colonial Revival
- Tudor
- Craftsman

Architectural Detailing on the side and rear elevations of the building shall be consistent with the design of the Front Elevation.

- a. Adam (Colonial) – See Exhibit E, Figures 101, 102, 108, 109, and 110 for examples of qualifying Adam houses.
 - i. Identifying features – A minimum of three (3) items below shall be present on the Front Elevation in order to qualify as an Adam.
 - 1. Semi-circular or elliptical fanlight over front door. See Exhibit E, Figure 103 for examples of Adam Semi-circular or elliptical fanlight over front door. At least one of the types shown in Figure 103 shall be present in order to qualify.
 - 2. Cornice. See Exhibit E, Figure 104 for examples of Adam cornices. At least one of the types shown in Figure 104 shall be present in order to qualify.
 - 3. Windows. See Exhibit E, Figures 105 and 106 for examples of Adam windows. At least one of the types shown in Figures 105 and 106 shall be present in order to qualify.
 - 4. Windows aligned horizontally and vertically in symmetrical rows. See Exhibit E, Figures 101 and 102 for examples of Adam fenestration.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as an Adam house – See Exhibit E, Figure 107 for examples of Adam building massing and roof types.
 - 1. Side-gabled roof. See Exhibit E, Figure 108 for examples of Adam side-gabled roof houses.
 - 2. Hipped roof, two-story. See Exhibit E, Figure 109 for examples of Adam hipped roof, two-story houses.
 - 3. Centered gable. See Exhibit E, Figure 110 for examples of Adam centered gable houses.

b. Georgian – See Exhibit E, Figures 201, 202, 211, 212, 213, and 214 for examples of qualifying Georgian houses.

i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Georgian house.

1. Paneled front door. See Exhibit E, Figure 203 for examples of Georgian entryways.
2. A row of small rectangular panes of glass beneath the crown, either within the door or in a transom just above. See Exhibit E, Figure 204 for examples of Georgian use of glass at the front door. At least one of the types shown in Figure 204 shall be present in order to qualify.
3. Cornice. See Exhibit E, Figure 205 for an example of a Georgian cornice. At least one of the types shown in Figure 205 shall be present in order to qualify.
4. Windows having small panes. See Exhibit E, Figure 206 for examples of Georgian windows. At least one of the types shown in Figure 206 shall be present in order to qualify.
5. Windows aligned horizontally and vertically in symmetrical rows. See Exhibit E, Figure 207 for examples of Georgian fenestration. At least one of the types shown in Figure 207 shall be present in order to qualify.
6. A central chimney or paired chimneys. See Exhibit E, Figure 208 for examples of Georgian chimneys. At least one of the types shown in Figure 208 shall be present in order to qualify.
7. Roof with an open side gable, gambrel, pedimented side gable, pent, hipped, or double-hipped configuration. See Exhibit E, Figure 209 for examples of Georgian roofs. At least one of the types shown in Figure 209 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Georgian house – See Exhibit E, Figure 210 for examples of Georgian building massing and roof types.

1. Side-gabled roof. See Exhibit E, Figure 211 for examples of Georgian side-gabled roof houses.
2. Gambrel roof. See Exhibit E, Figure 212 for examples of Georgian gambrel roof houses.

3. Hipped roof. See Exhibit E, Figure 213 for examples of Georgian hipped roof houses.
4. Centered gable. See Exhibit E, Figure 214 for examples of Georgian centered gable houses.

c. Italianate – See Exhibit E, Figures 301, 302, 309, 310, 311, 312, and 313 for examples of qualifying Italianate houses.

i. Identifying features – A minimum of five (5) items below shall be present on the Front Elevation in order to qualify as a Italianate house.

1. Two stories. See Exhibit E, Figure 302 for examples of Italianate building heights.
2. Low-pitched roof with widely overhanging eaves having decorative brackets beneath. See Exhibit E, Figure 301 for an example of Italianate roof detailing.
3. Tall, narrow windows. See Exhibit E, Figure 303 for examples of Italianate windows. At least one of the types shown in Figure 303 shall be present in order to qualify.
4. Window crowns. See Exhibit E, Figure 304 for examples of Italianate window crowns. At least one of the types shown in Figure 304 shall be present in order to qualify.
5. A square cupola or tower. See Exhibit E, Figures 301 and 302 for examples of Italianate cupolas or towers. At least one of the types shown in Figures 301 and 302 shall be present in order to qualify.
6. A cornice line dominated by large eave brackets. See Exhibit E, Figure 305 for examples of Italianate cornices. At least one of the types shown in Figure 305 shall be present in order to qualify.
7. A single-story porch. See Exhibit E, Figure 306 for examples of Italianate porches. At least one of the types shown in Figure 306 shall be present in order to qualify.
8. Doorways in the same shapes as windows (rectangular, arched, segmentally arched) with elaborate enframements above doors that are similar to those over the windows. See Exhibit E, Figure 307 for examples of Italianate doorways. At least one of the types shown in Figure 307 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Italianate house – See Exhibit E, Figure 308 for examples of Italianate building massing and roof types.

1. Simple hipped roof. See Exhibit E, Figure 309 for examples of Italianate simple hipped roof houses.

2. Centered gable. See Exhibit E, Figure 310 for examples of Italianate center gable houses.
3. Asymmetrical. See Exhibit E, Figure 311 for examples of Italianate asymmetrical houses.
4. Towered. See Exhibit E, Figure 312 for examples of Italianate towered houses.
5. Front-gabled roof. See Exhibit E, Figure 313 for examples of Italianate front-gabled roof houses.

- d. Shingle – See Exhibit E, Figures 401, 402, 407, 408, 409, 410, and 411 for examples of qualifying Shingle houses.
 - i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Shingle house.
 - 1. Wall cladding and roofing of continuous wood or composition shingles (shingled wall may occur on second story only). See Exhibit E, Figures 401 and 402 for examples of Shingle wall cladding and roofing.
 - 2. Shingled walls without interruption at corners (no corner boards). See Exhibit E, Figure 401 for an example of Shingle walls.
 - 3. Asymmetrical elevation with irregular, steeply pitched roof line. See Exhibit E, Figure 402 for an example of a Shingle asymmetrical elevation.
 - 4. Roofs having intersecting cross gables and multi-level eaves. See Exhibit E, Figures 401 and 402 for examples of Shingle roofs;
 - 5. Extension porches. See Exhibit E, Figure 403 for examples of Shingle porches. At least one of the types shown in Figure 403 shall be present in order to qualify.
 - 6. Window surrounds using bay windows, multiple windows, walls curving into windows, and Palladian windows. See Exhibit E, Figure 404 for an example of a Shingle window. At least one of the types shown in Figure 404 shall be present in order to qualify.
 - 7. Dormers with geometric, angular, or curved roof. See Exhibit E, Figure 405 for an example of Shingle dormers. At least one of the types shown in Figure 405 shall be present in order to qualify.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as a Shingle house – See Exhibit E, Figure 406 for examples of Shingle building massing and roof types.
 - 1. Hipped roof with cross gables. See Exhibit E, Figure 407 for examples of Shingle hipped roof with cross gables houses.
 - 2. Side-gabled roof. See Exhibit E, Figure 408 for examples of Shingle side-gabled roof houses.

3. Front-gabled roof. See Exhibit E, Figure 409 for examples of Shingle front-gabled roof houses.
4. Cross-gabled roof. See Exhibit E, Figure 410 for examples of Shingle cross-gabled roof houses.
5. Gambrel roof. See Exhibit E, Figure 411 for examples of Shingle gambrel roof houses.

- e. Folk Victorian – See Exhibit E, Figures 501, 503, 504, 505, 506, and 507 for examples of a qualifying Folk Victorian house.
 - i. Identifying features – A minimum of two (2) items below shall be present on the Front Elevation in order to qualify as a Folk Victorian house.
 - 1. Porches with spindlework detailing or flat, jig-saw cut trim. See Exhibit E, Figure 501 for an example of a Folk Victorian porch.
 - 2. Symmetrical elevation (except gable-front-and-wing subtype).
 - 3. Cornice-line brackets. See Exhibit E, Figure 501 for an example of a Folk Victorian cornice-line bracket.
 - ii. Building Massing and Roof Types. One shall be present in order to qualify as a Folk Victorian house – See Exhibit E, Figure 502 for examples of Folk Victorian building massing and roof types.
 - 1. Front-gabled roof. See Exhibit E, Figure 503 for examples of Folk Victorian front-gabled roof houses.
 - 2. Gable front and wing. See Exhibit E, Figure 504 for examples of Folk Victorian gable front and wing houses.
 - 3. Side-gabled-roof, one-story. See Exhibit E, Figure 505 for examples of Folk Victorian side-gabled-roof, two-story houses.
 - 4. Side-gabled-roof, two-story. See Exhibit E, Figure 506 for examples of Folk Victorian side-gabled-roof, two-story houses.
 - 5. Pyramidal. See Exhibit E, Figure 507 for examples of Folk Victorian pyramidal houses.

- f. Colonial Revival – See Exhibit E, Figures 601, 605, 606, 607, 608, 609, 610, 611, and 612 for examples of a qualifying Colonial Revival house.
- i. Identifying features – A minimum of two (2) items below shall be present on the Front Elevation in order to qualify as a Colonial Revival house.
1. Accentuated front door. See Exhibit E, Figure 602 for examples of Colonial Revival accentuated front doors. At least one of the types shown in Figure 602 shall be present in order to qualify.
 2. Overhead fanlights or sidelights. See Exhibit E, Figure 602 for examples of Colonial Revival overhead fanlights or sidelights. At least one of the types shown in Figure 602 shall be present in order to qualify.
 3. Symmetrically balanced windows and center door. See Exhibit E, Figure 603 for examples of Colonial Revival fenestration. At least one of the types shown in Figure 603 shall be present in order to qualify.
- ii. Building Massing and Roof Types. One shall be present in order to qualify as a Colonial Revival house – See Exhibit E, Figure 604 for examples of Colonial Revival building massing and roof types.
1. Asymmetrical. See Exhibit E, Figure 605 for examples of Colonial Revival asymmetrical houses.
 2. Hipped roof with full-width porch. See Exhibit E, Figure 606 for examples of Colonial Revival hipped roof with full-width porch houses.
 3. Hipped roof without full-width porch. See Exhibit E, Figure 607 for examples of Colonial Revival hipped roof without full-width porch houses.
 4. Side-gabled roof. See Exhibit E, Figure 608 for examples of Colonial Revival side-gabled roof houses.
 5. Centered gable. See Exhibit E, Figure 609 for examples of Colonial Revival centered gable houses.
 6. Gambrel roof. See Exhibit E, Figure 610 for examples of Colonial Revival gambrel roof houses.
 7. Second-story overhang. See Exhibit E, Figure 611 for examples of Colonial Revival second-story overhang houses.

8. One-story. See Exhibit E, Figure 612 for examples of Colonial Revival one-story houses.

g. Tudor – See Exhibit E, Figures 701, 702, 710, 711, 712, 713, and 714 for examples of qualifying Tudor houses.

i. Identifying features – A minimum of four (4) items below shall be present on the Front Elevation in order to qualify as a Tudor house.

1. Steeply pitched roof. See Exhibit E, Figures 701 and 702 for examples of Tudor roofs.
2. Elevation dominated by one or more prominent cross gables. See Exhibit E, Figure 703 for examples of Tudor cross gables. At least one of the types shown in Figure 703 shall be present in order to qualify.
3. Decorative (i.e., not structural) half-timbering. See Exhibit E, Figure 704 for examples of Tudor decorative half-timbering. At least one of the types shown in Figure 704 shall be present in order to qualify.
4. Tall, narrow windows. See Exhibit E, Figure 705 for examples of Tudor windows. At least one of the types shown in Figure 705 shall be present in order to qualify.
5. Massing chimneys. See Exhibit E, Figure 706 for examples of Tudor massing chimneys. At least one of the types shown in the Figure shall be present in order to qualify.
6. Gables with decorated vergeboards or parapeted gables. See Exhibit E, Figure 707 for examples of Tudor gables. At least one of the types shown in Figure 707 shall be present in order to qualify.
7. Doorways with cut stone projecting into surrounding brickwork giving a quoin-like effect, simple round-arched doorways with heavy board-and-batten doors, or Tudor (flattened pointed) arches. See Exhibit E, Figure 708 for examples of Tudor doorways. At least one of the types shown in Figure 708 shall be present in order to qualify.

ii. Building Massing and Roof Types. One shall be present in order to qualify as a Tudor house – See Exhibit E, Figure 709 for examples of Tudor building massing and roof types.

1. Stucco wall cladding. See Exhibit E, Figure 710 for examples of Tudor stucco wall cladding houses.
2. Brick wall cladding. See Exhibit E, Figure 711 for examples of Tudor brick wall cladding houses.

3. Stone wall cladding. See Exhibit E, Figure 712 for examples of Tudor stone wall cladding houses.
4. Wooden wall cladding. See Exhibit E, Figure 713 for examples of Tudor wooden wall cladding houses.
5. Parapeted gables. See Exhibit E, Figure 714 for examples of Tudor parapeted gables houses.

- h. Craftsman – See Exhibit E, Figures 801, 802, 806, 807, 808, and 809 for examples of qualifying Craftsman houses.
- i. Identifying features – A minimum of three (3) items below shall be present on the Front Elevation in order to qualify as a Craftsman house.
 - 1. Low-pitched, gabled or hipped roof with wide, unenclosed eave overhang. See Exhibit E, Figures 801 and 802 for examples of a Craftsman roof.
 - 2. Exposed roof rafters. See Exhibit E, Figure 803 for examples of Craftsman roof rafters.
 - 3. Decorative (false) beams or braces added under gables; porches, either full- or partial-width, with roof supported by tapered square columns. See Exhibit E, Figure 803 for examples of Craftsman decorative (false) beams or braces.
 - 4. Columns or pedestals extend to ground level. See Exhibit E, Figure 804 for examples of Craftsman columns or pedestals. At least one of the types shown in Figure 804 shall be present in order to qualify.
- ii. Building Massing and Roof Types. One shall be present in order to qualify as a Craftsman house – See Exhibit E, Figure 805 for examples of Craftsman building massing and roof types.
 - 1. Front-gabled roof. See Exhibit E, Figure 806 for examples of Craftsman front-gabled roof houses.
 - 2. Cross-gabled roof. See Exhibit E, Figure 807 for examples of Craftsman cross-gabled roof houses.
 - 3. Side-gabled roof. See Exhibit E, Figure 808 for examples of Craftsman side-gabled roof houses.
 - 4. Hipped roof. See Exhibit E, Figure 809 for examples of Craftsman hipped roof houses.

4. Conventional Design Standards. Each dwelling not following a defined architectural design as established in Section 3.4, A, 3 shall conform with the following design standards. Roof design elements shall contribute to no more than two (2) of the required architectural elements for the same elevation. An architectural element used to meet the standards for one elevation shall not contribute as an element on other elevations.
- a. Front Elevation. Each dwelling shall utilize a minimum of six (6) of the following architectural elements on the Front Elevation:
- i. Side load, rear load, or angled ($>15^{\circ}$) garage;
 - ii. Covered front porch at least six (6) feet in width and four (4) feet in depth;
 - iii. Roofline direction change or roofline height change greater than sixteen (16) inches on the dwelling and attached garage (dormers and porches shall not qualify to meet this standard);
 - iv. Wood, concrete fiber board, trim at corners, frieze boards, window and door wraps, and as transitional material between two different exterior materials;
 - v. Decorative shutters or other Enhanced Architectural Window Treatment on all windows, where feasible (a minimum of three (3) windows with shutters are required to meet this provision);
 - vi. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the Front Elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
 - vii. Primary Roof Pitches of 8/12 or greater and Secondary Roof Pitches of 10/12 or greater;
 - viii. Masonry, EIFS, stucco, cultured stone material on a minimum of the first floor or twenty-five percent (25%) of the total elevation, exclusive of windows and doors;
 - ix. Separate overhead garage door for each car space;
 - x. Roof design featuring hip roof, dormers (a minimum of two (2) dormers), a reverse gable, a shed roof accent, or two (2) or more roof planes;

- xi. Architecturally-treated Entranceways (for homes without a front porch) consistent with the architectural design of the home;
- xii. Bay window(s);
- xiii. Transom window(s);
- xiv. Veranda/balcony;
- xv. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows); or
- xvi. Exterior chase Masonry fireplace.

- b. Side Elevation. Each dwelling shall utilize a minimum of three (3) of the following architectural elements on each side elevation. Side elevations that face Public Ways on corner lots, or Open/Green Space on Mew Lots, shall utilize a minimum of five (5) of the following architectural elements on said side elevation:
- i. Side load, rear load, or angled ($>15^{\circ}$) garage;
 - ii. Hip roof;
 - iii. Roofline direction change OR roofline height change greater than sixteen (16) inches OR two or more roof planes;
 - iv. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the side elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
 - v. Masonry, EIFS, stucco, cultured stone material a minimum of eighteen (18) inches in height the entire length of the elevation or a five (5) foot return on the first floor;
 - vi. Three (3) or more windows on the elevation;
 - vii. Side yard landscaping to include at least one (1) tree a minimum of six (6) feet in height at the time of planting and three (3) shrubs three (3) feet in height at the time of planting;
 - viii. Bay window(s);
 - ix. Transom window(s);
 - x. Veranda/balcony;
 - xi. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows);
 - xii. Exterior chase fireplace;
 - xiii. Architectural Treatment on Gable Ends; or
 - xiv. Sunroom or screened porch.

c. Rear Elevation. Each dwelling shall utilize a minimum of three (3) of the following architectural elements on the rear elevation. Rear elevations that face exterior Public Ways, and which are located within fifty (50) feet of that Public Way, shall utilize a minimum of five (5) of the following architectural elements on said rear elevation:

- i. Covered open or screened porch (minimum size ten (10) foot by ten (10) foot, includes porches with arbor or similar roof treatments);
- ii. Shutters on all windows, where they can fit (a minimum of three (3) windows with shutters are required);
- iii. Architectural Break, including cantilevered offsets, of at least two (2) feet of relief at two (2) or more points along the rear elevation, excluding relief for doors and windows and garages (homes incorporating two (2) or more Architectural Breaks shall be deemed to have met two (2) of the element requirements);
- iv. Masonry, EIFS, stucco, cultured stone material a minimum of eighteen (18) inches in height the entire length of the elevation or a five (5) foot return on the first floor;
- v. Hip roof;
- vi. Elevated deck a minimum of twenty-four (24) inches above finish grade;
- vii. Roofline direction change OR roofline height change greater than sixteen (16) inches OR two (2) or more roof planes;
- viii. Bay window(s);
- ix. Transom window(s);
- x. Veranda/balcony;
- xi. Rear yard landscaping to include at least two (2) trees, one of which shall be an evergreen tree (a minimum of six [6] feet in height at the time of planting) and at least one of which shall be a deciduous tree (a minimum of 2" caliper 12 inches above finished grade) and five (5) shrubs (a minimum of three [3] feet in height at the time of planting).
- xii. Architecturally-enhanced Articulated Trim Moldings (e.g. fipons above windows);
- xiii. Exterior chase fireplace; or

xiv. Architectural Treatment on Gable Ends.

- d. Garage Doors. A maximum of 120 dwellings that follow the Conventional Design Standards detailed in Section 3.4,A,4 may have garage doors that are not Architectural Garage Doors. All other dwellings that follow the Conventional Design Standards shall have Architectural Garage Doors.

B. The following architectural standards apply to all dwellings within the Single Family Residential District.

1. On homes with front load garages, the garage door shall be recessed behind the primary plane of the Front Elevation of the home a minimum of two (2) feet.
2. Building Materials. Permitted exterior building materials shall include: cultured stone, Masonry, wood, EIFS, stucco, and concrete fiber board. Vinyl or aluminum clad windows with wood (or wood composite material) exterior trim shall be permitted. Vinyl and aluminum siding are prohibited.
3. Windows.
 - a. A dwelling shall have a minimum of three (3) windows on the Front Elevation of the structure.
 - b. A dwelling shall have a minimum of two (2) windows on each side elevation. A door on the side elevation shall meet the requirements of one window.
 - c. A dwelling shall have a minimum of three (3) windows on the rear elevation.
 - d. A double window (a single window unit a minimum of four (4) feet in width with two windows side by side) shall count as two windows.
4. The minimum slope of the Primary Roof Pitch shall be 6/12. Secondary Roof Pitches such as porches, bays, walkways, etc., may be covered with a lower roof pitch.
5. Roof overhangs shall be required and shall be a minimum of 8 inches. Elements such as porches, bays, walkways, etc. may be covered with fewer inches of overhang.
6. Roof vents shall be located to the rear of the dwelling. All vents shall be positioned to be minimally visible from the street and shall be painted to match the roofing material, black, or for those made of metal, left natural or painted to match the roofing material.

Section 3.5. Additional Standards.

- A. The maximum number of single family detached dwellings shall be seven hundred ten (710).
- B. Single family detached dwellings shall comply with the variety requirements illustrated below:

	3	3
	2	2
	1	1
Subject Dwelling		1
	1	1
	2	2
	3	3

Dwelling	May be Same Front Elevation as Subject Dwelling	May be Same Color Package as Subject Dwelling
1	No	No
2	Yes	No
3	Yes	Yes

ORDINANCE NUMBER 14-55

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

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

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

WHEREAS, the Council enacted Ordinance No. 12-14, the Harmony Planned Unit Development District (the "Harmony PUD Ordinance"), on January 14, 2014;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 1501-PUD-01**), requesting an amendment to the Harmony PUD Ordinance with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 1501-PUD-01** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (8-0) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on January 21, 2015;

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

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

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance shall amend the Harmony PUD Ordinance, as applicable to the Real Estate. Development of the Real Estate shall be governed by (i) the Harmony PUD Ordinance, as amended by this Ordinance and its exhibits, and (ii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by the Harmony PUD Ordinance, as amended.
- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All other provisions of the Harmony PUD Ordinance shall remain in effect with the adoption of this Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of the Harmony PUD Ordinance, as amended.

Section 2. Architectural Standards. The standards of *Section 3.4: Architectural Standards* of the Harmony PUD Ordinance shall apply to the development of the District, except as otherwise modified by the Harmony PUD Ordinance and below.

- 2.1 Architectural Design Standards: *Section 3.4(A) Architectural Design Standards* shall be amended to provide that single-family detached dwelling units on a Mew Lot or 42’ Alley-load Lot shall either: (i) comply with one of the defined architectural designs detailed in *Section 3.4(A)(3) Defined Architectural Designs*; or (ii) shall be substantially similar to the homes depicted in **Exhibit C** attached hereto (the “Cottage Collection Homes”).

A. Enhanced End Lots: Enhanced End Lots are identified in **Exhibit B**. In order to enhance the architectural interest of the streetscape, a Cottage Collection Home on an Enhanced End Lot shall be subject to the following:

- 1) Orientation: The outdoor living area on the side Building Façade (the courtyard area between the main living area and the garage, as depicted in **Exhibit C**) (the “Outdoor Living Area”) shall be oriented towards the Street.
- 2) Specific Plan Enhancements: The following plans (as included in the **Exhibit C**) shall incorporate the following additional architectural enhancements on the Side Building Façade with the Outdoor Living Area, when oriented towards the Street:

- i. Plan EH-1030: Incorporate a minimum of one (1) additional

window in the garage façade and two (2) additional windows in the dwelling façade, with at least one (1) of the windows located on the second floor level of the dwelling.

- ii. Plan EH-1045: Incorporate a minimum of one (1) additional window in the garage façade and two (2) additional windows on the first floor level of the dwelling.
- iii. Plan EH-1060: Incorporate a minimum of one (1) additional window in the garage façade and two (2) additional windows in the dwelling façade. At least one (1) of the windows shall be located on each the first and second floor level of the dwelling.
- iv. Plan EH-1075: Incorporate a minimum of one (1) additional window on the first floor level of the dwelling façade and add a trim band located between the first and second floor levels.
- v. Plan EH-1090: Incorporate a minimum of one (1) window in the garage façade.
- vi. Minimum Window Size: The additional windows required by this subsection (the “Additional Windows”) shall each be a minimum size of ten (10) square feet. However, smaller-sized windows may be incorporated to satisfy the Additional Window requirement if the collective size of the smaller windows meets or exceeds the collective total square footage of the Additional Window(s) otherwise required.

2.2 Conventional Design Standards; Rear Elevation: *Section 3.4(A)(4)(c) Conventional Design Standards; Rear Elevation* shall be amended to include the following additional architectural elements:

- A. Single story dwelling.
- B. The Dwelling is buffered from the External Street with enhanced landscaping that includes a Common Area or landscaping area along the entire rear or side Lot Line which is a minimum of fifty (50) feet in depth and includes a solid planting screen consisting of a minimum of eight (8) evergreen trees, three (3) shade trees, three (3) ornamental trees and twenty-five (25) shrubs per one hundred (100) lineal feet. In addition, a minimum five-foot (5') tall mound shall be required. (2 points)
- C. Main Roof Design (a maximum of two (2) points from this subsection may qualify):
 - (1) Two (2) or more dormers.
 - (2) Twelve (12) inch overhangs around the entire Dwelling, as measured prior to the installation of Masonry Materials.
 - (3) A minimum roof pitch of 8:12 around the entire Dwelling.
 - (4) Two (2) or more gables.
- D. A minimum of seventy-five (75) square feet of windows.

Section 3. Open/Green Space. The standards of *Section 1.3: Open/Green Space* of the Harmony PUD Ordinance shall apply; however, shall be modified to require a minimum sixty-three (63) acres of Open/Green Space.

**ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS 26th DAY OF JANUARY, 2015.**

Voting For

Voting Against

Abstain

Charles Lehman

Charles Lehman

Charles Lehman

Jim Ake

Jim Ake

Jim Ake

Steven Hoover

Steven Hoover

Steven Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Robert J. Smith

Robert J. Smith

Robert J. Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert W. Stokes

Robert W. Stokes

Robert W. Stokes

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 14-55** was delivered to the Mayor of Westfield

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

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 14-55**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 14-55**

this _____ day of _____, 2015.

J. Andrew Cook, Mayor

This document prepared by:
Bryan D. Stumpf, PLA, AICP
12965 Old Meridian Street
Carmel, IN 46032

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. Bryan D. Stumpf

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Enhanced End Lot Map

Exhibit C Cottage Collection Homes

EXHIBIT A

REAL ESTATE

LEGAL DESCRIPTION FOR THE RESIDENTIAL DISTRICT

Part of the Northeast, Southeast and Northwest Quarters of Section 16, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the northeast corner of said Northeast Quarter; thence South 00 degrees 00 minutes 00 seconds East (assumed basis of bearings) along the east line of said Northeast Quarter 2,630.58 feet to the northeast corner of said Southeast Quarter; thence South 00 degrees 12 minutes 08 seconds East along the east line of said Southeast Quarter 2,636.09 feet to the southeast corner thereof; thence South 89 degrees 25 minutes 04 seconds West along the south line of said Southeast Quarter 1,352.43 feet to the southwest corner of the East Half of said Southeast Quarter; thence North 00 degrees 18 minutes 09 seconds West along the west line of said East Half 2,633.15 feet to the southeast corner of the West Half of said Northeast Quarter; thence South 89 degrees 17 minutes 41 seconds West along the south line of said West Half 1,357.06 feet to the southeast corner of said Northwest Quarter; thence South 89 degrees 01 minute 52 seconds West along the south line of said Northwest Quarter 678.57 feet to the southwest corner of the East Half of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 11 minutes 39 seconds West along the West line of said East Half 1,315.85 feet to the northwest corner thereof; thence South 89 degrees 07 minutes 05 seconds West along the south line of the Northeast Quarter of said Northwest Quarter 679.24 feet to the southwest corner thereof; thence North 00 degrees 13 minutes 25 seconds West along the west line of the Northeast Quarter of said Northwest Quarter 823.62 feet to a point that is 493.24 feet South 00 degrees 13 minutes 26 seconds East from the northwest corner of the Northeast Quarter of said Northwest Quarter; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 794.85 feet; thence North 00 degrees 13 minutes 25 seconds West 3.82 feet; thence North 89 degrees 12 minutes 17 seconds East parallel with the north line of said Northwest Quarter 285.30 feet to an east line of the 119.55-acre tract described in Instrument Number 200300107178, on file in the Office of the Recorder of Hamilton County, Indiana, the following six (6) courses are along the east, south and west lines of said 119.55-acre tract; 1) thence South 00 degrees 09 minutes 53 seconds East 108.70 feet; 2) thence North 89 degrees 12 minutes 17 seconds East 279.15 feet to the west line of said Northeast Quarter; 3) thence North 89 degrees 16 minutes 38 seconds East 450.00 feet; 4) thence South 00 degrees 09 minutes 53 seconds East 57.15 feet; 5) thence North 89 degrees 16 minutes 38 seconds East 518.47 feet; 6) thence North 00 degrees 00 minutes 00 seconds West parallel with the east line of said Northeast Quarter 655.30 feet to a point in the north line of said Northeast Quarter that is 1,751.34 feet west of the northeast corner of said Northeast Quarter; thence North 89 degrees 16 minutes 38 seconds East along said north line 1,751.34 feet to the POINT OF BEGINNING. Containing 277.55 acres, more or less.

EXCEPT THEREFROM the following described real estate:

The Southeast Quarter of the Southeast Quarter of Section 16, Township 18 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Southeast Corner of said Quarter Quarter Section, the following four (4) courses are along the south, west, north, and east lines thereof; (1) thence South 89 degrees 25 minutes 04 seconds West 1352.43 feet; (2) thence North 00 degrees 18 minutes 09 seconds West 1316.57 feet; (3) thence North 89 degrees 21 minutes 22 seconds East 1354.74 feet; (4) thence South 00 degree 12 minutes 08 seconds East 1318.04 feet to the POINT OF BEGINNING; containing 40.933, acres more or less.

EXHIBIT B

ENHANCED END LOT MAP

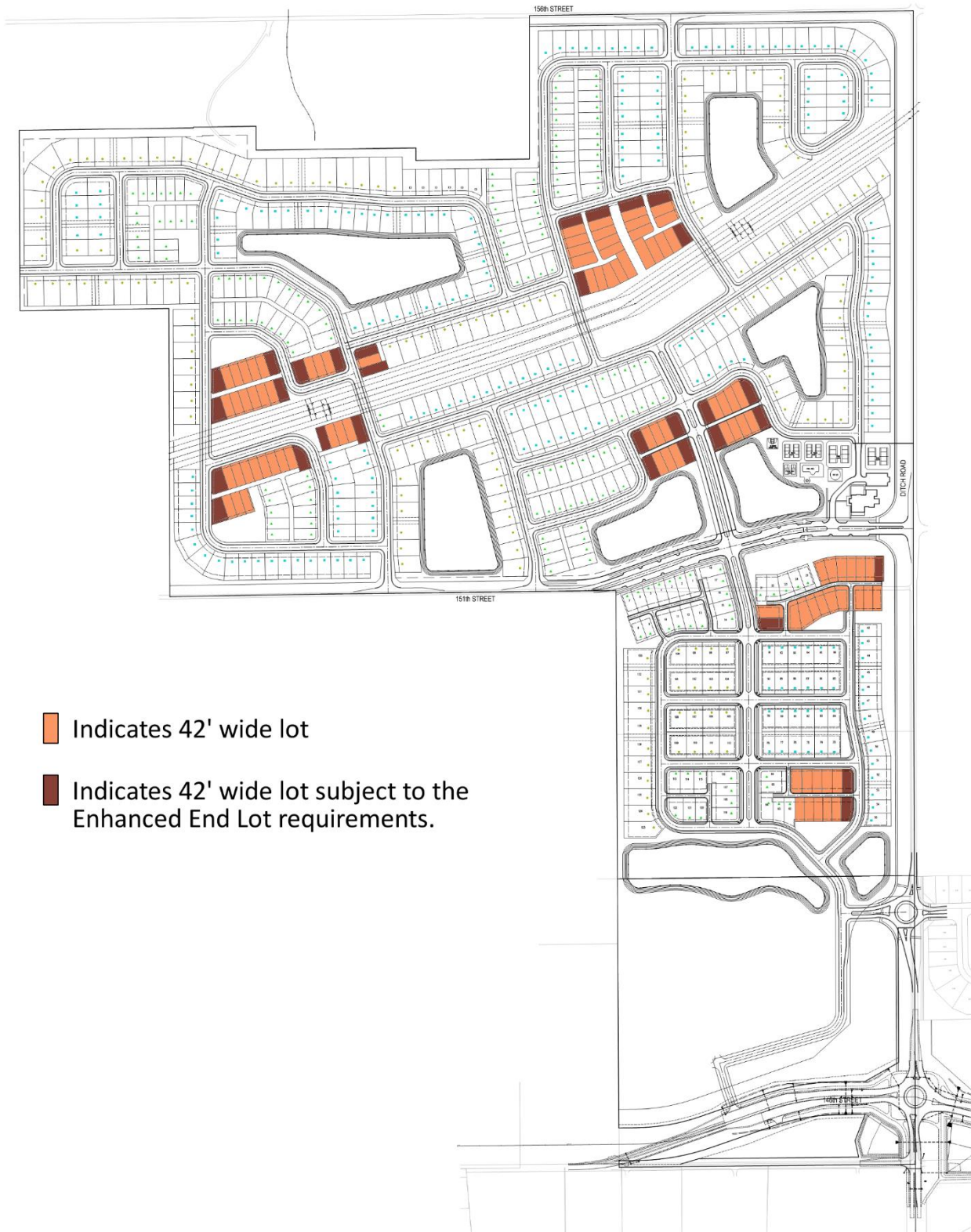
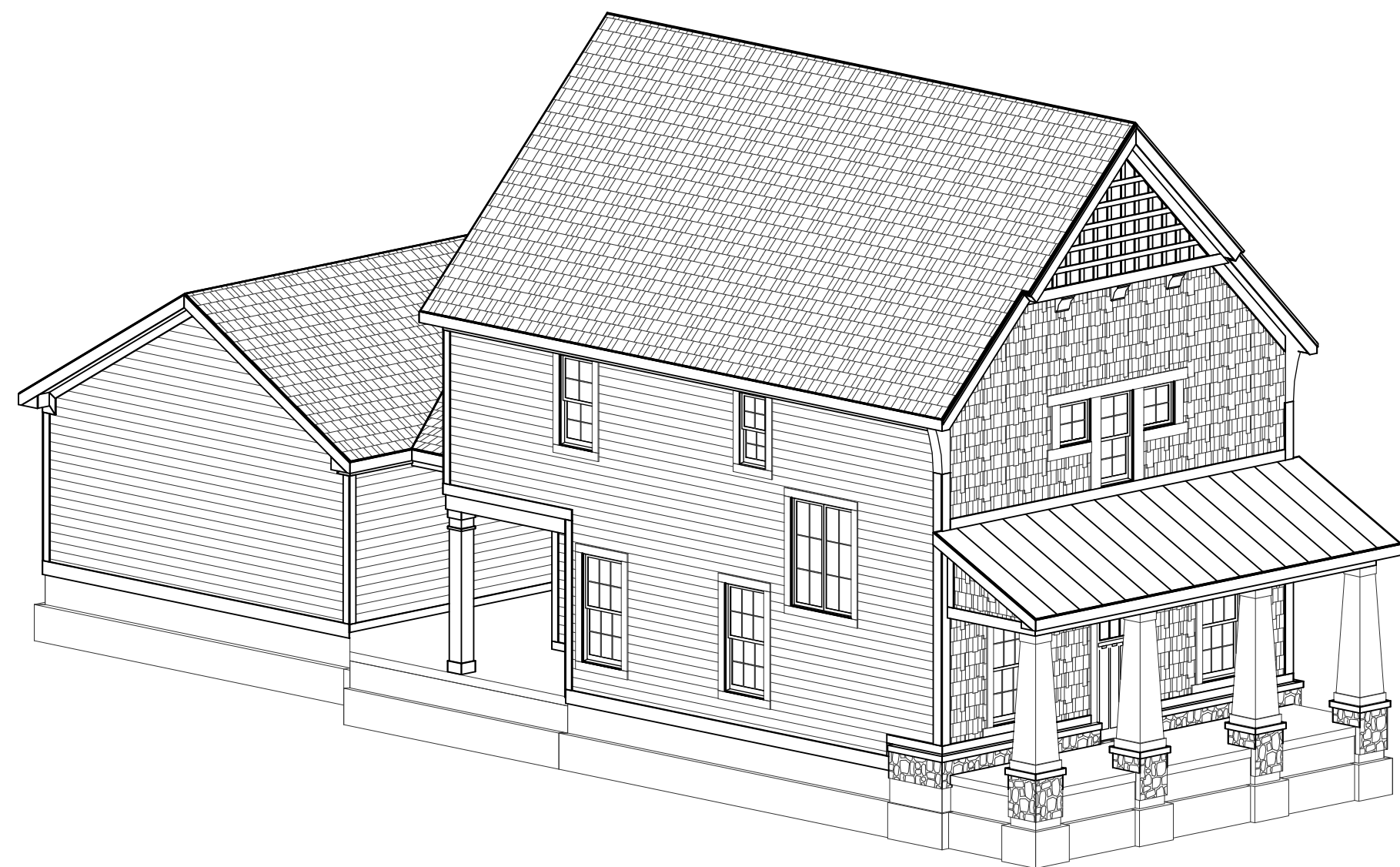


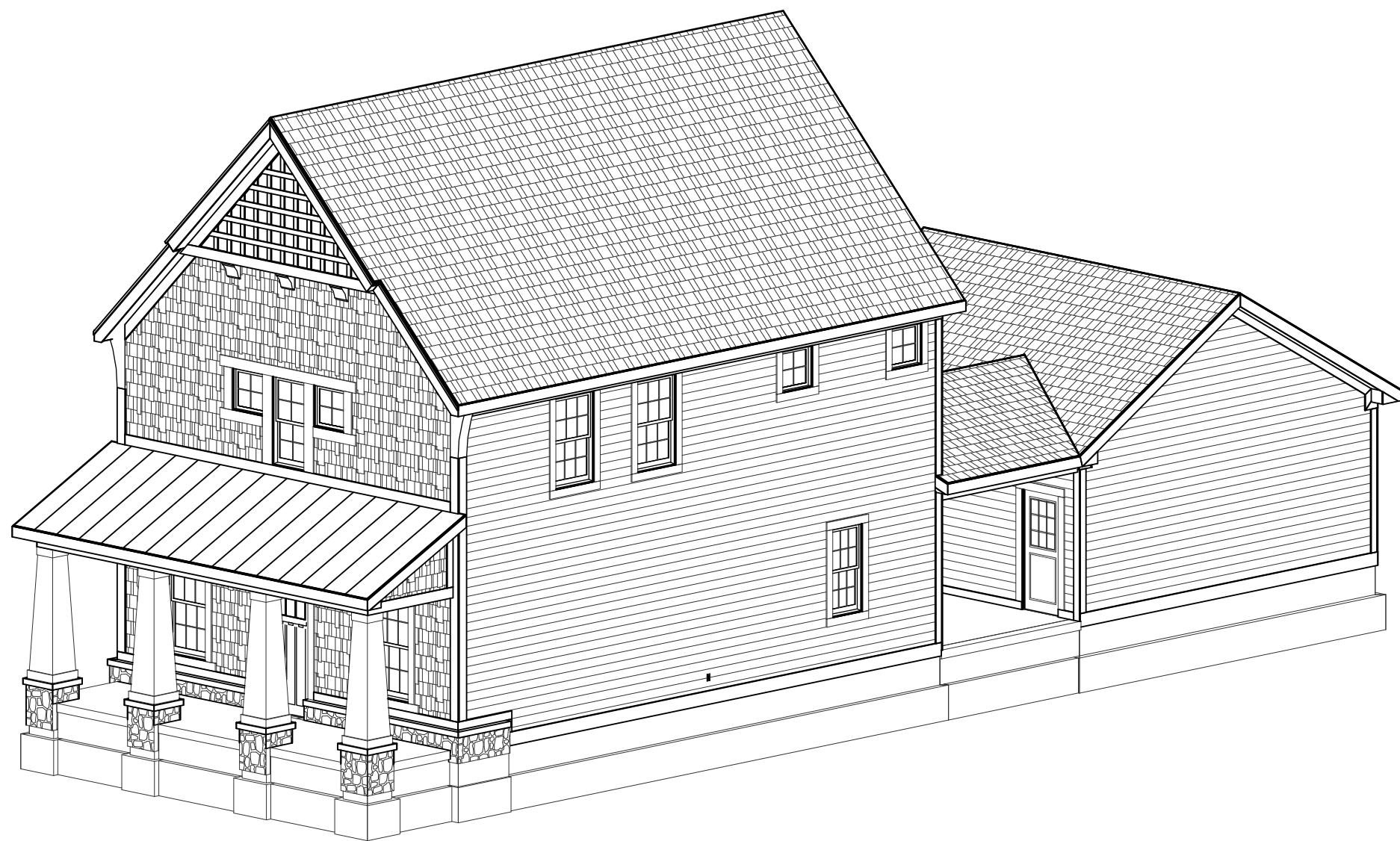
EXHIBIT C

COTTAGE COLLECTION HOMES

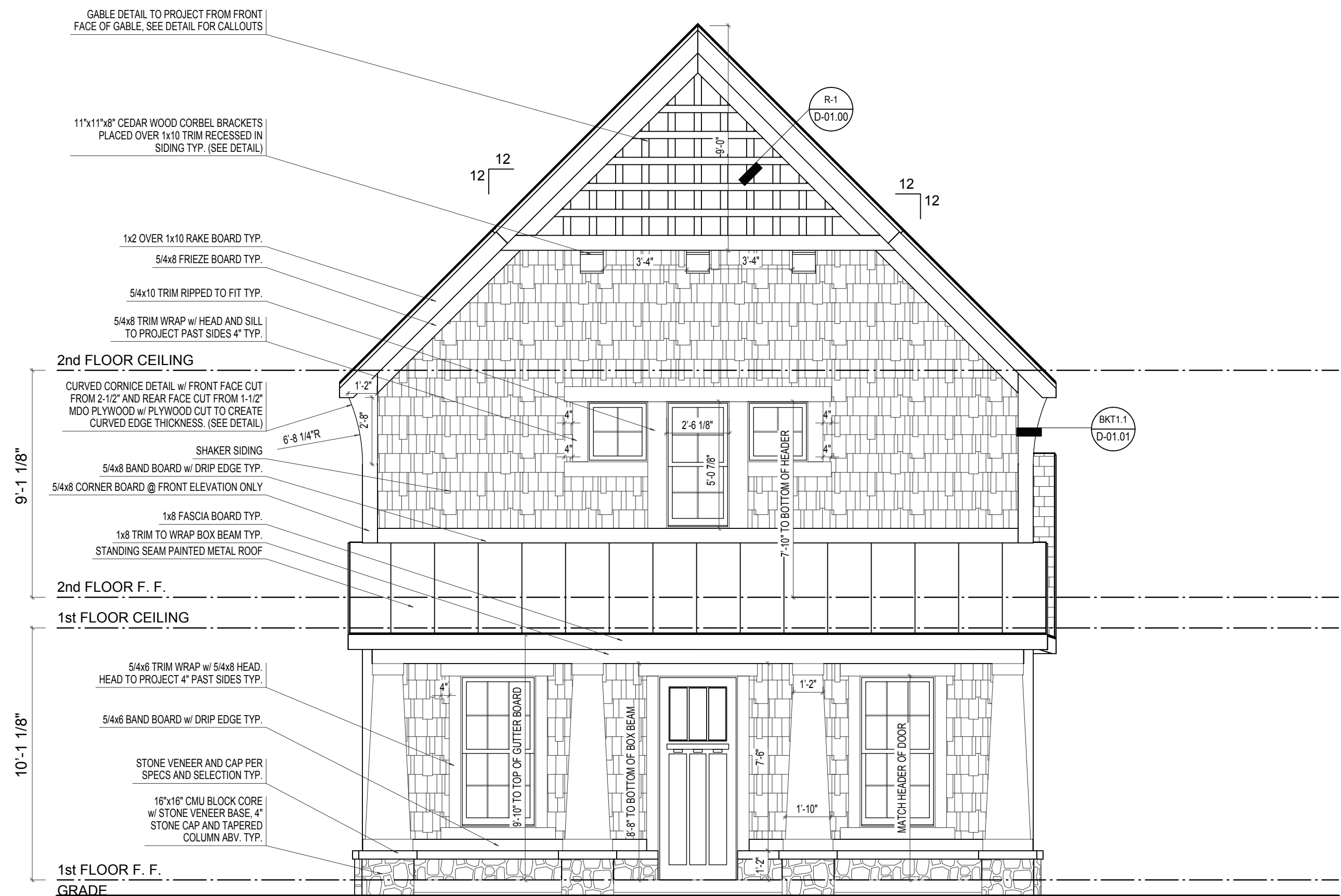
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FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

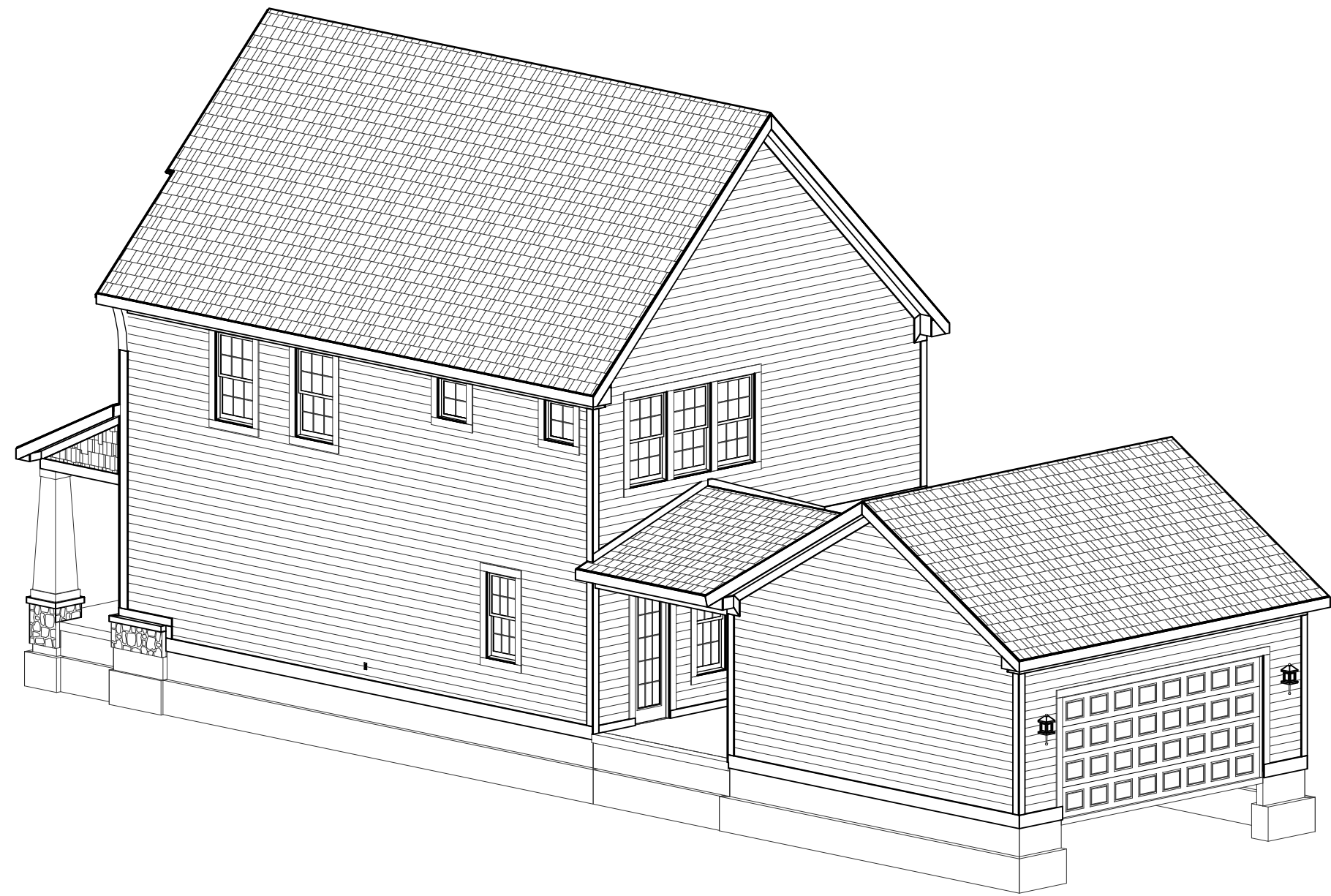
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ELEVATION 'A' BASE FINAL

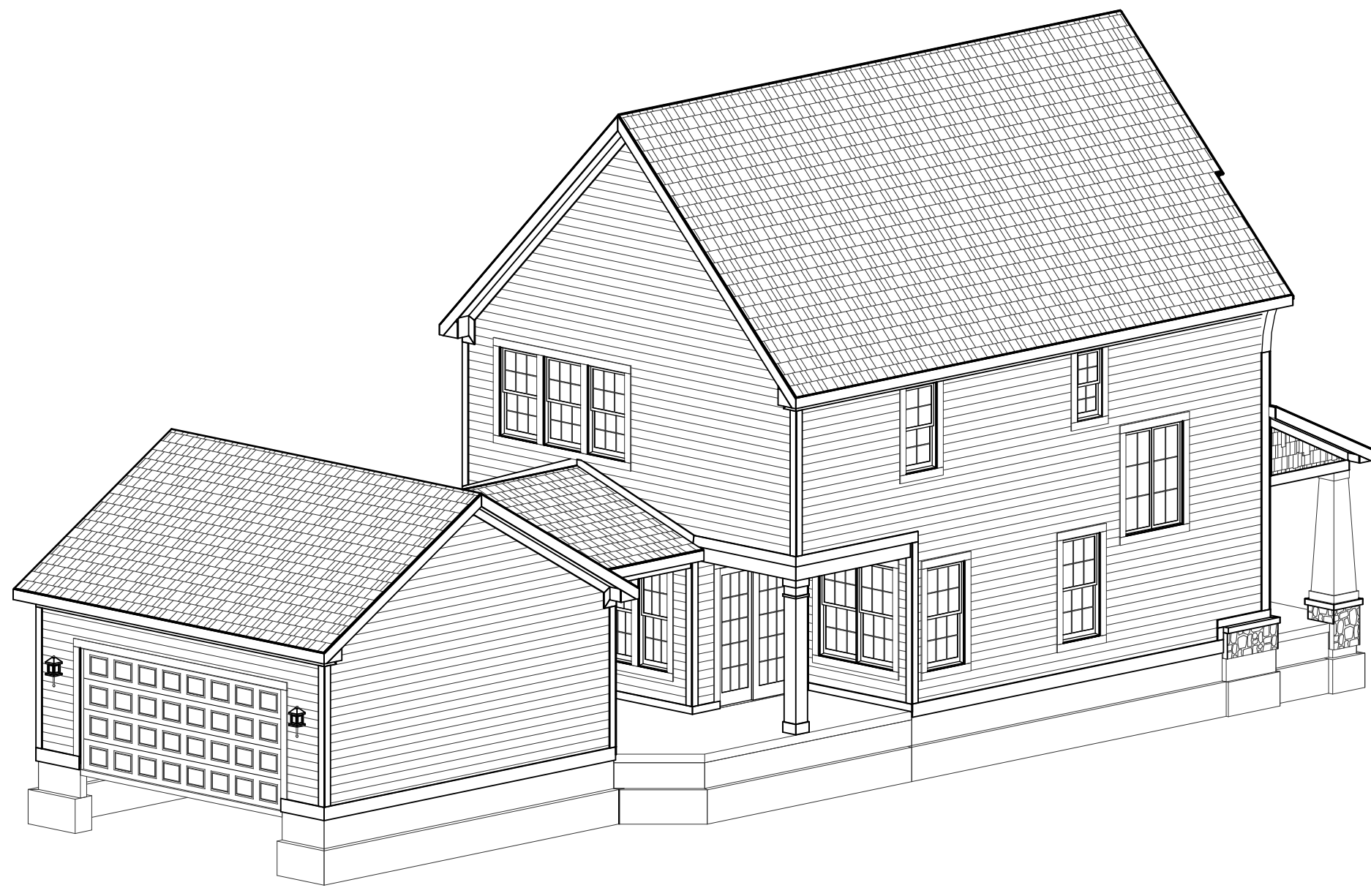
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GARAGE REAR				



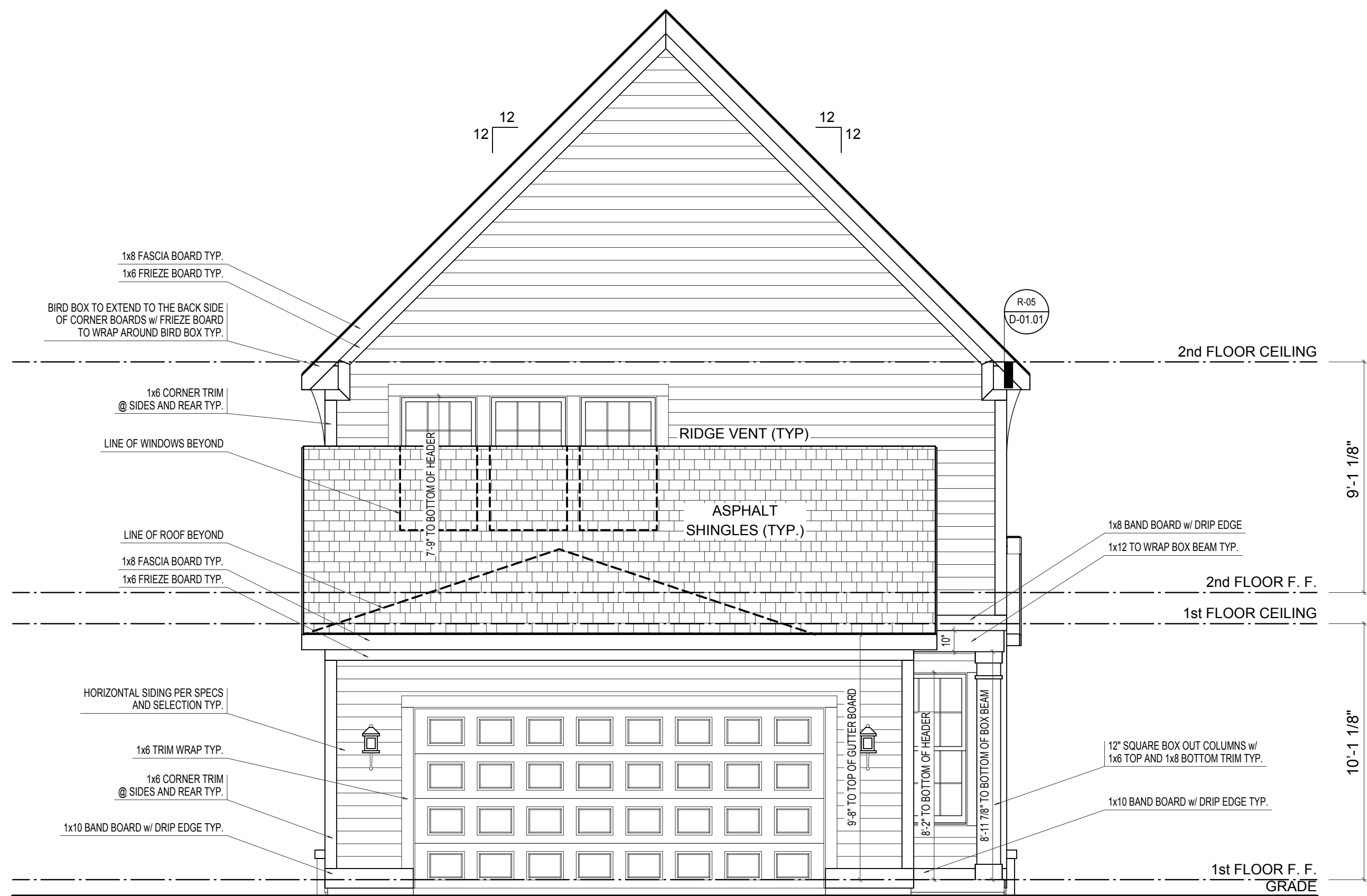
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FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-01	



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
10/08/2014

EH_1000

FOR:
Estridge Homes

LOCATION:

SHEET NUMBER

A-02



SCALE: 1/4"=1'-0"



PRINT DATE: 10/08/2014			
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© CGVisions 2004 PLAN CREATION DATE 04/25/2014



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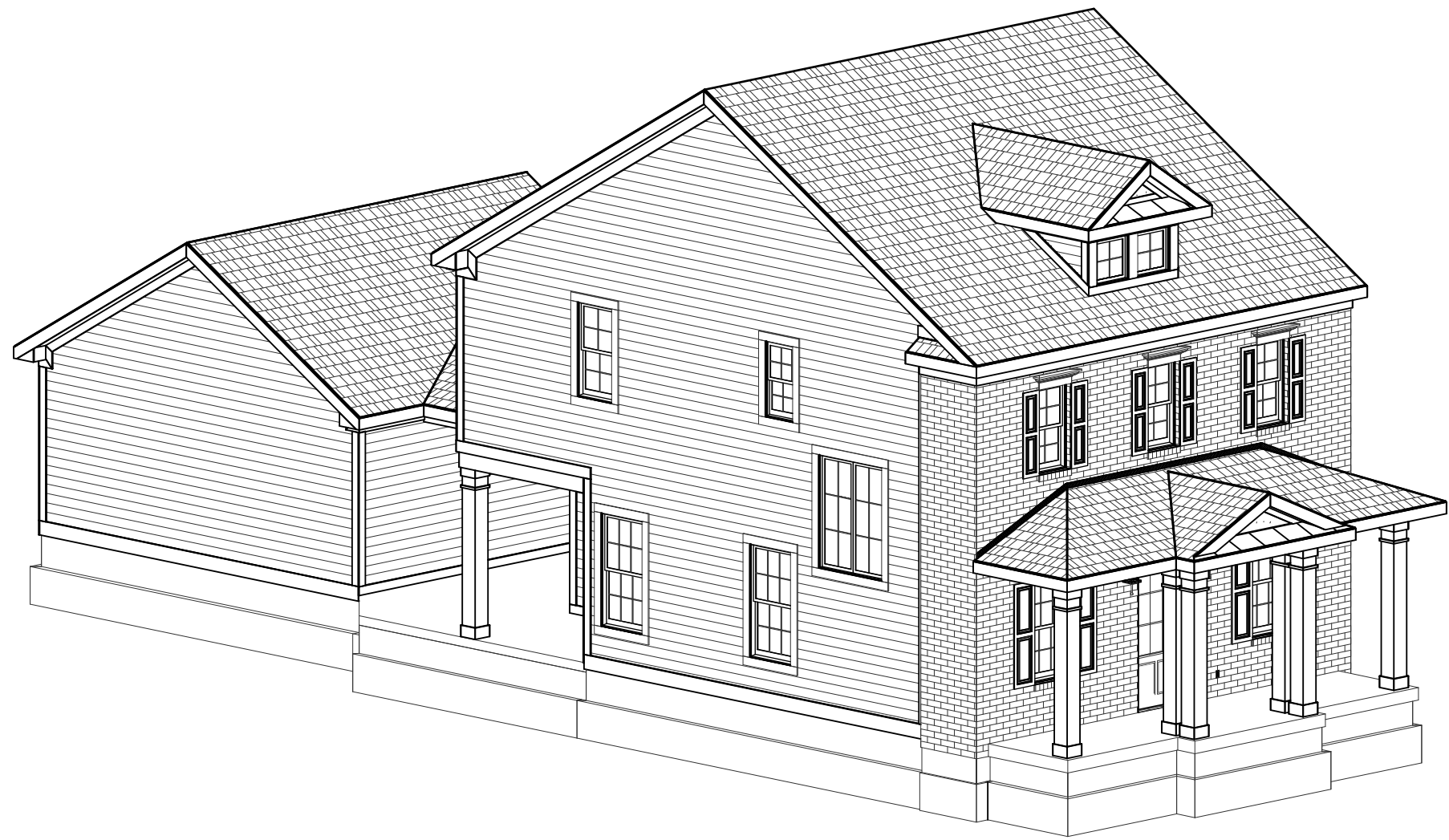
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© Estridge Homes 10/08/2014

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	A-04		

© CGVisions 2004 PLAN CREATION DATE 04/25/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



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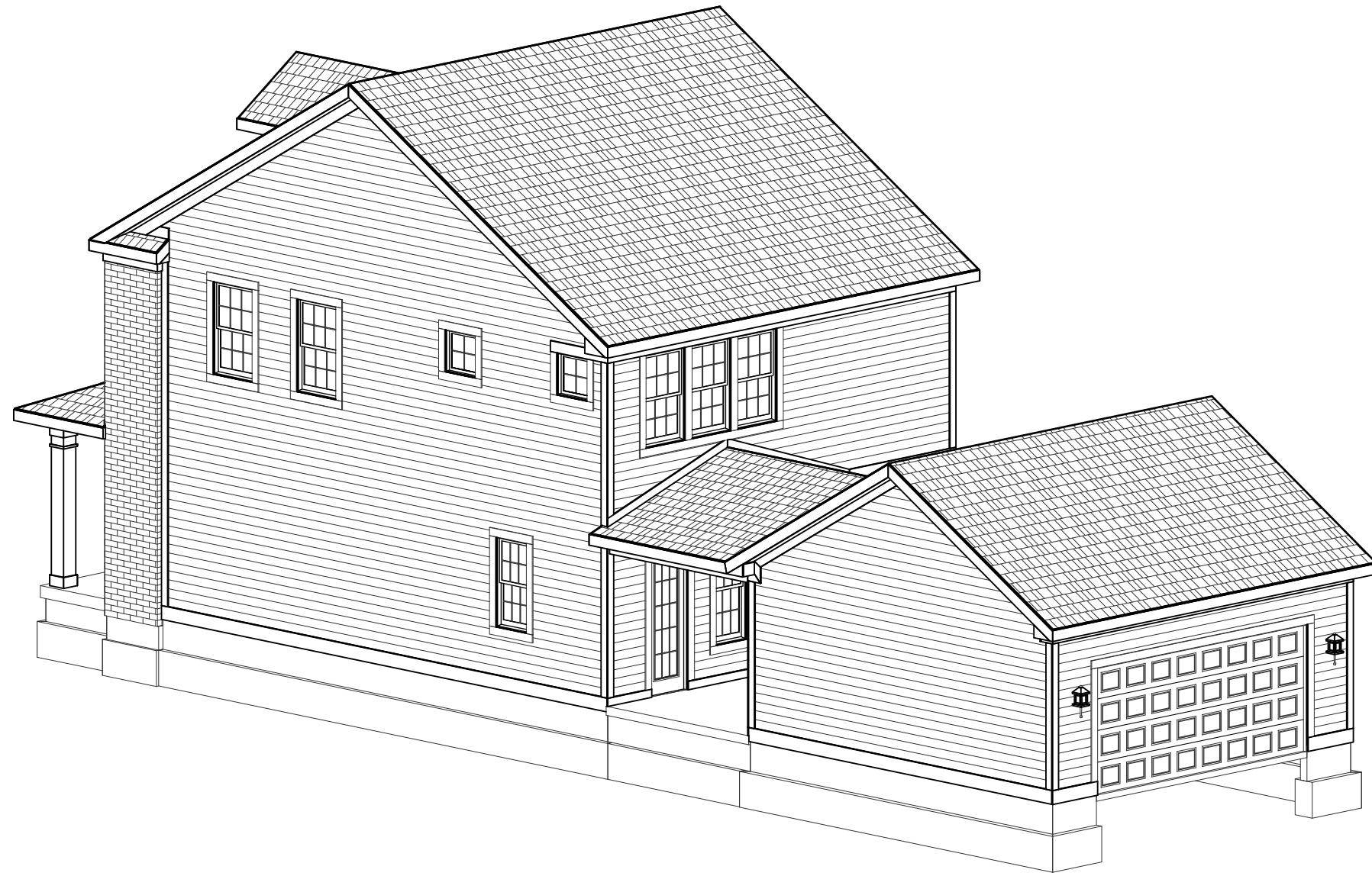


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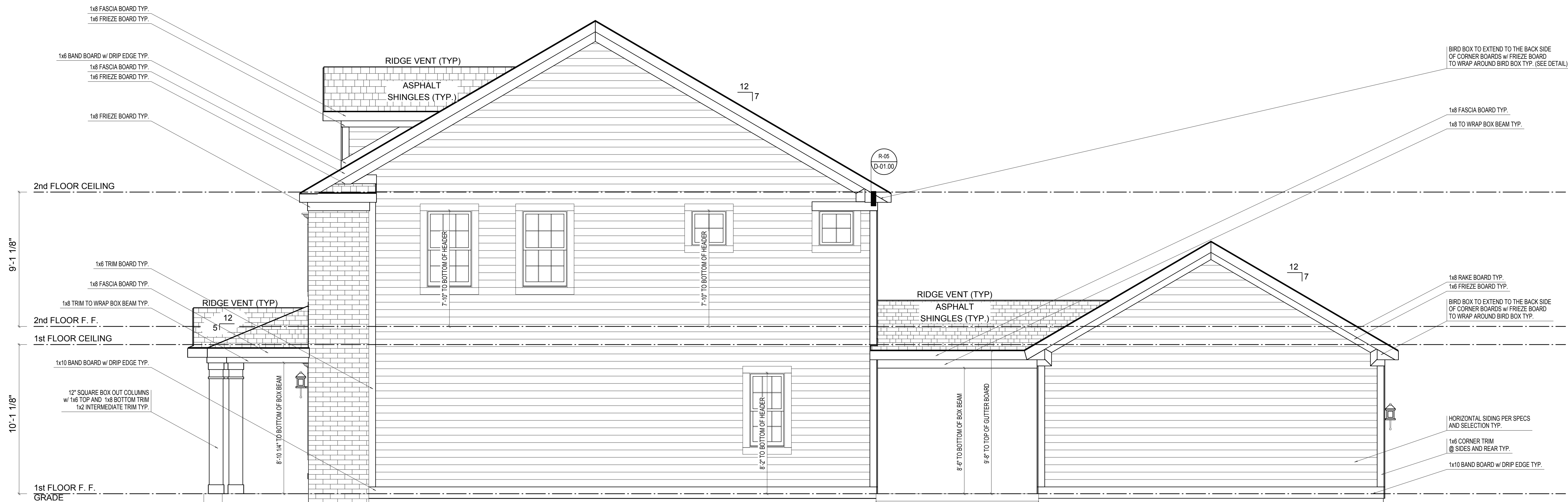
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FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

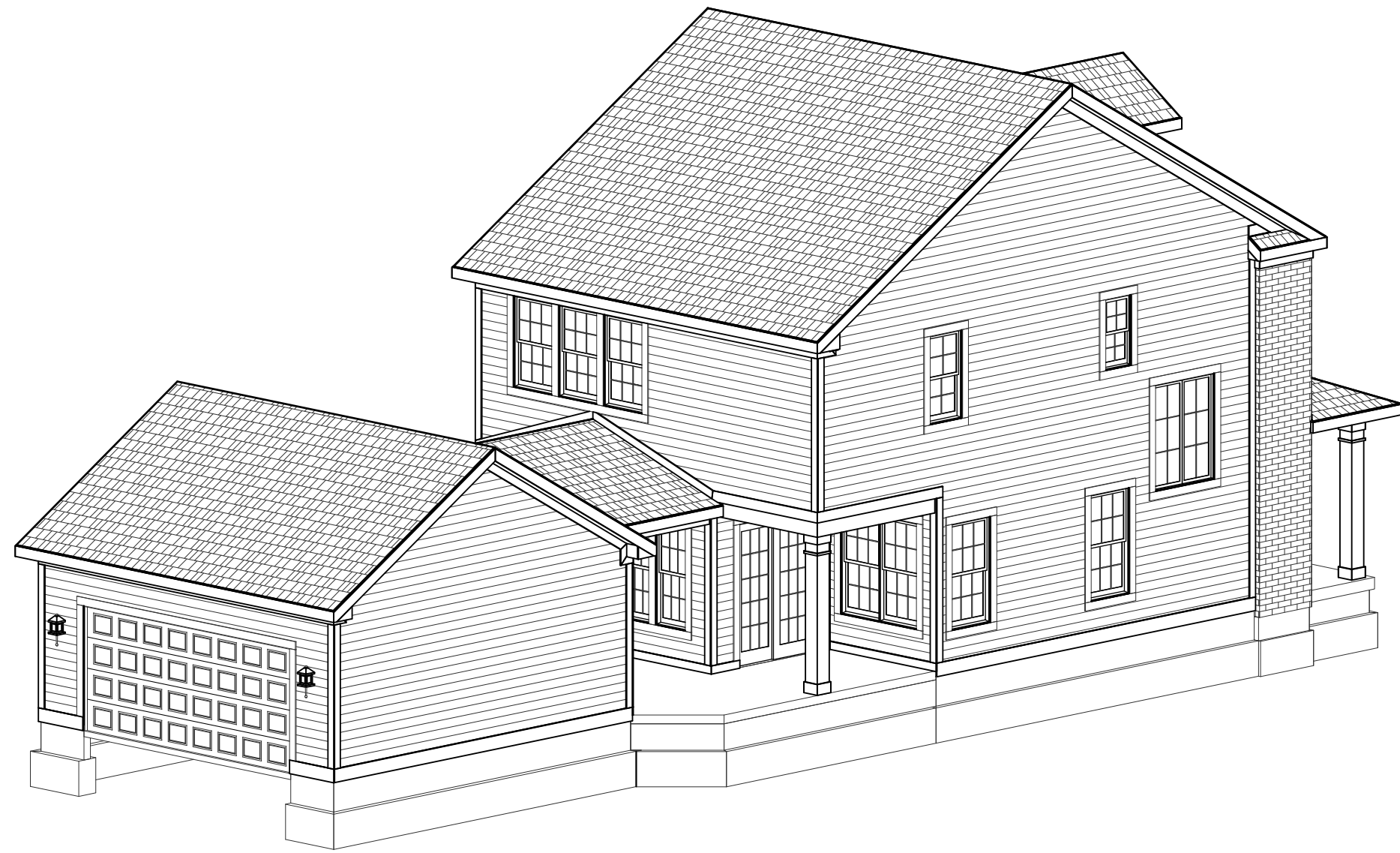
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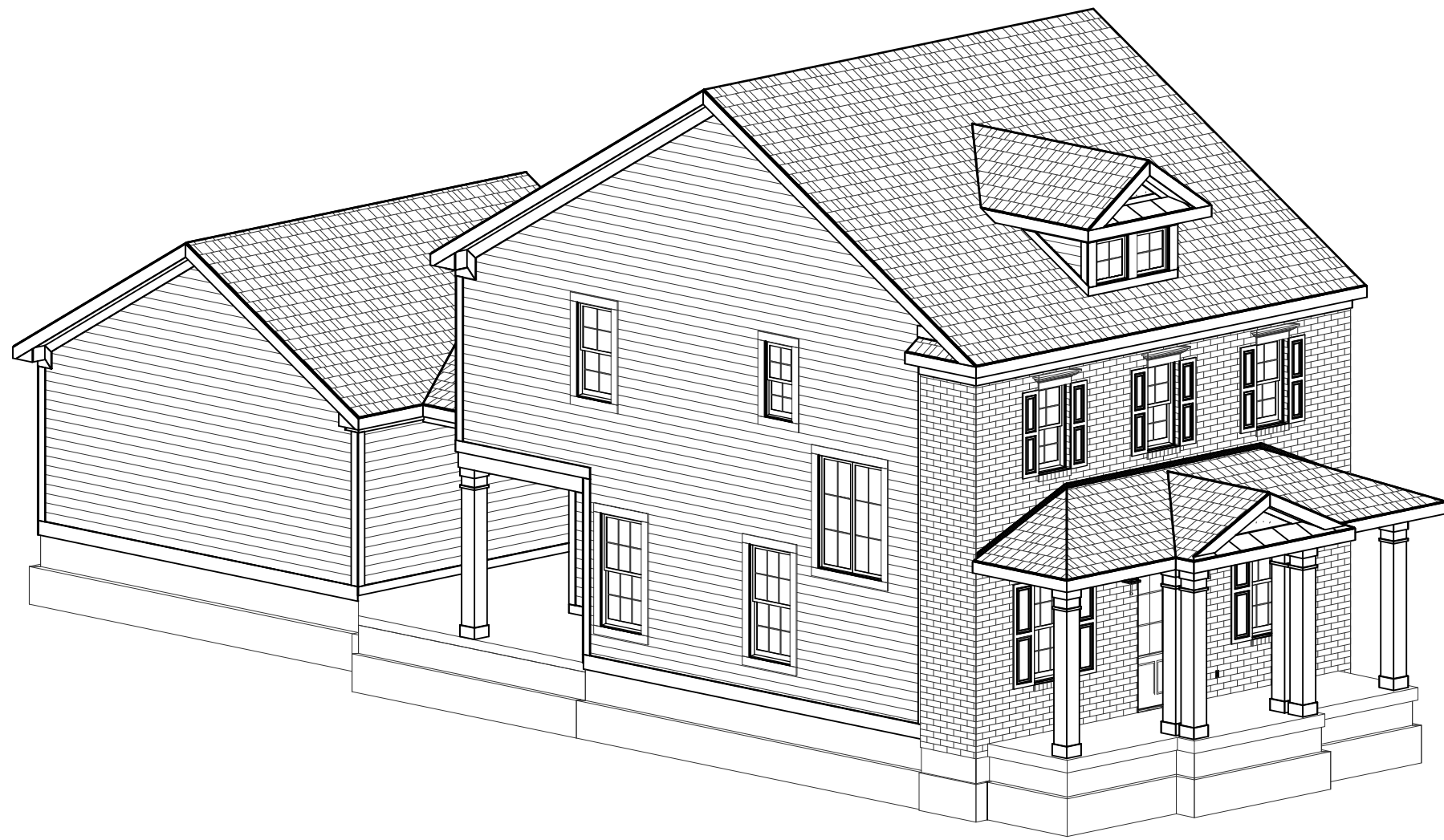
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GARAGE REAR			



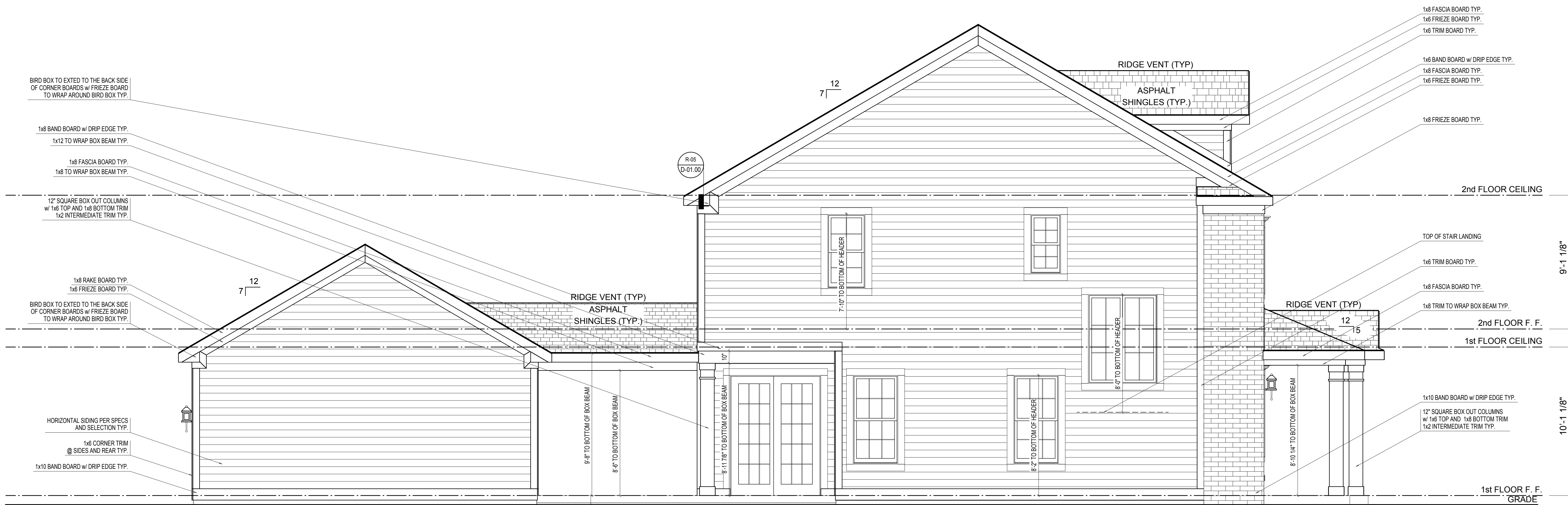
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A-03		



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



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	SHEET NUMBER		
	A-04		



1000 Plan

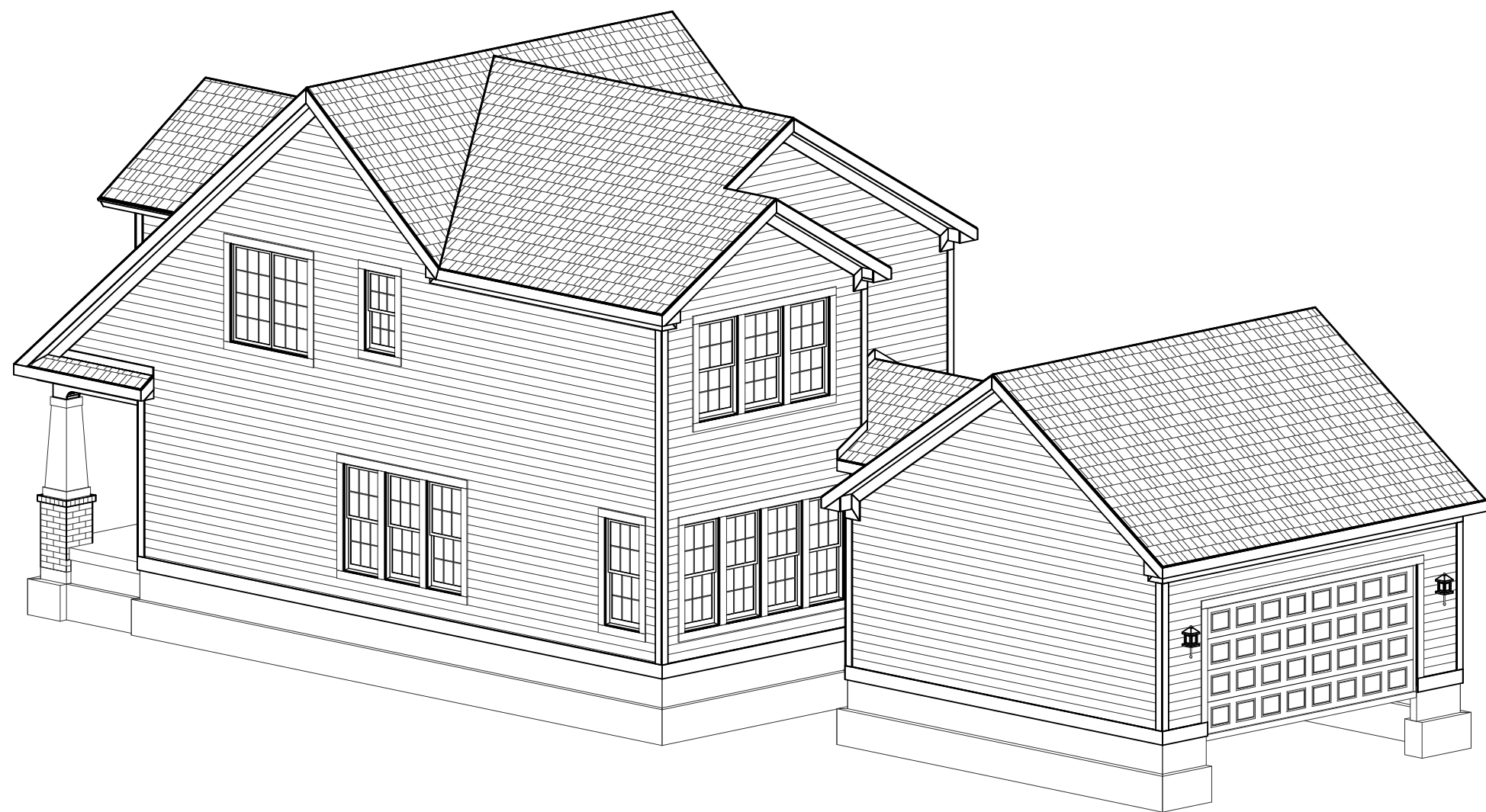
Elevation Concept C

SCALE 1/4" = 1'-0"



SCALE: 1/4"=1'-0"

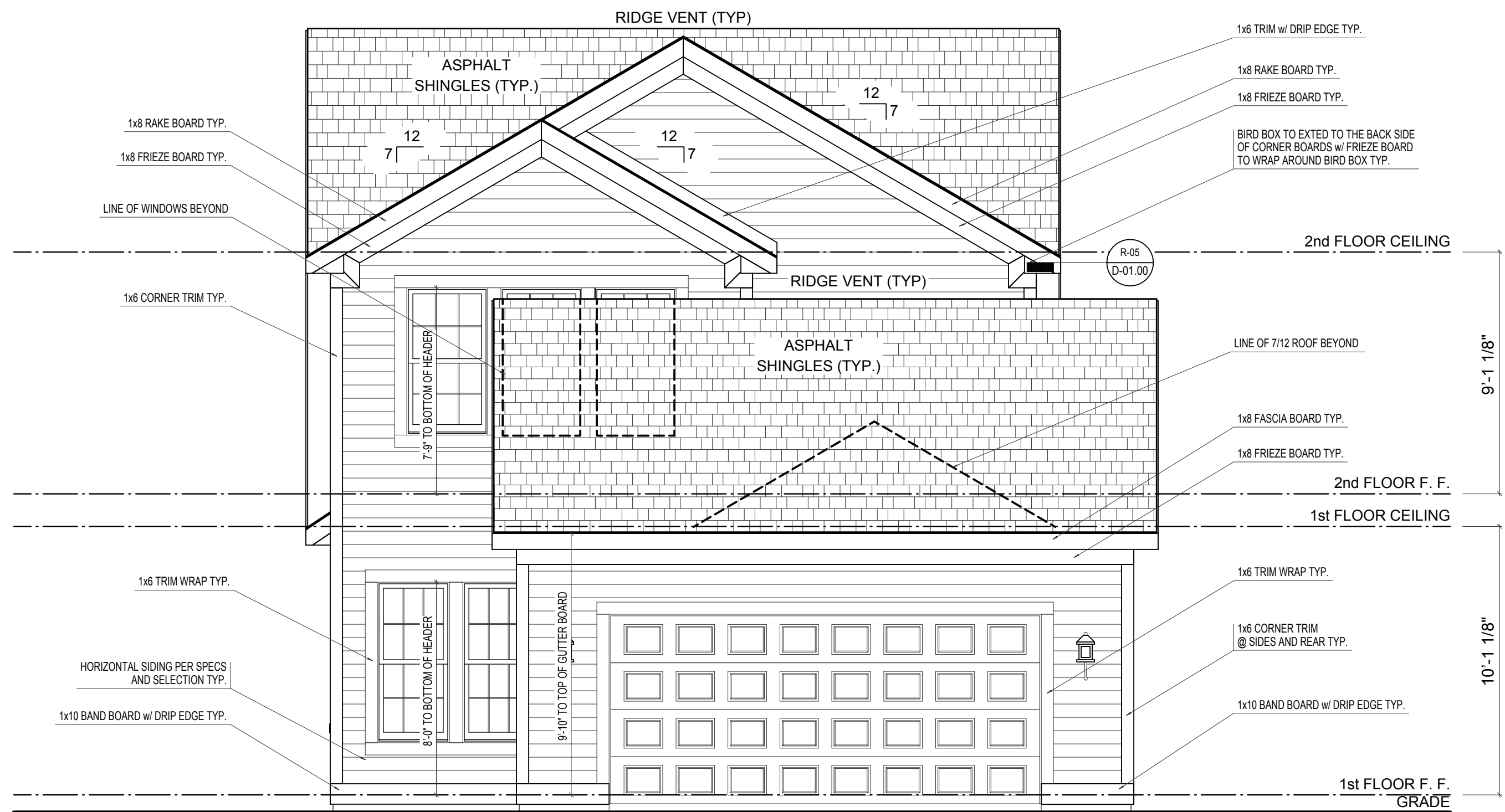
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REAR-RIGHT



REAR-LEFT



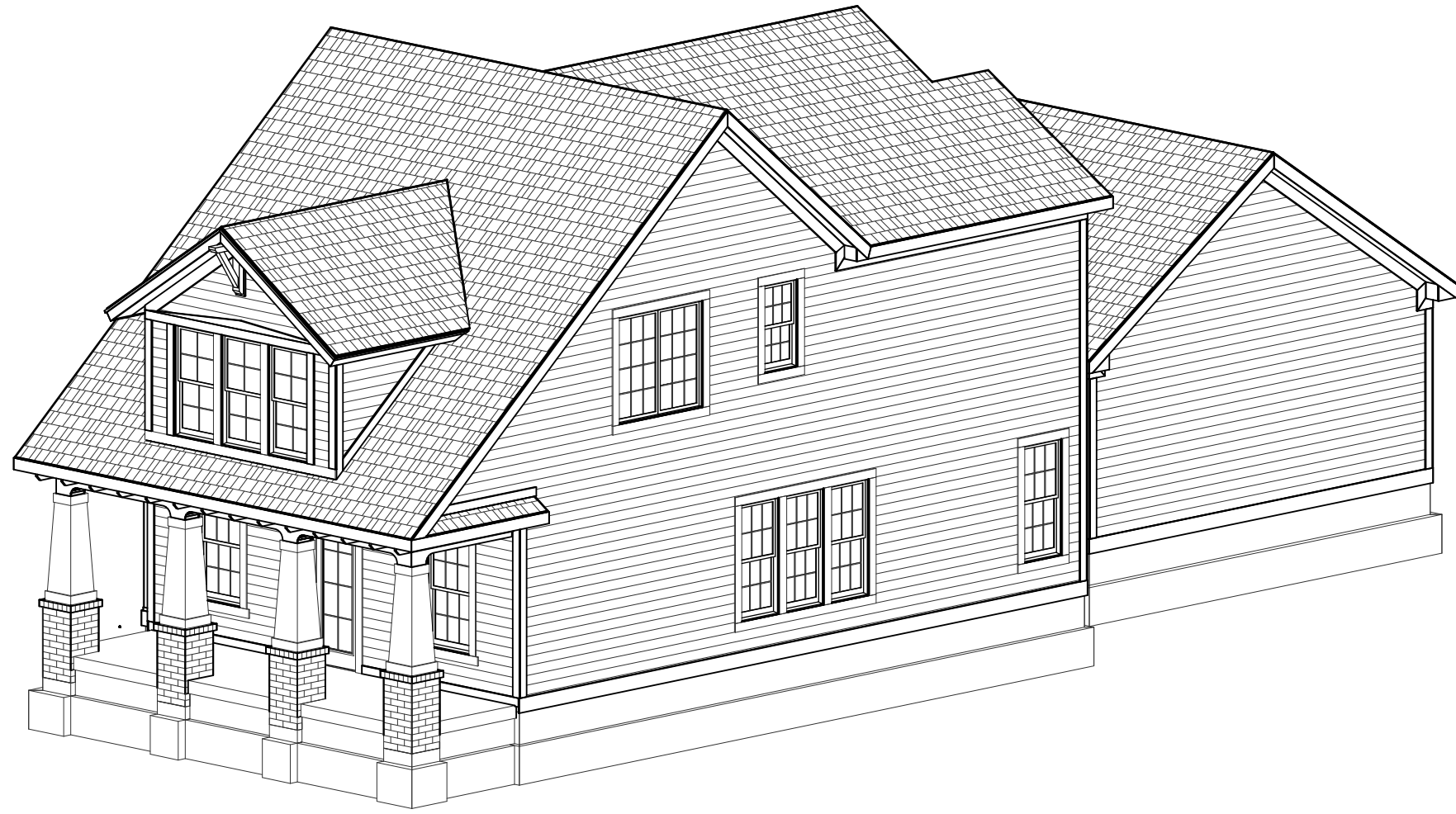
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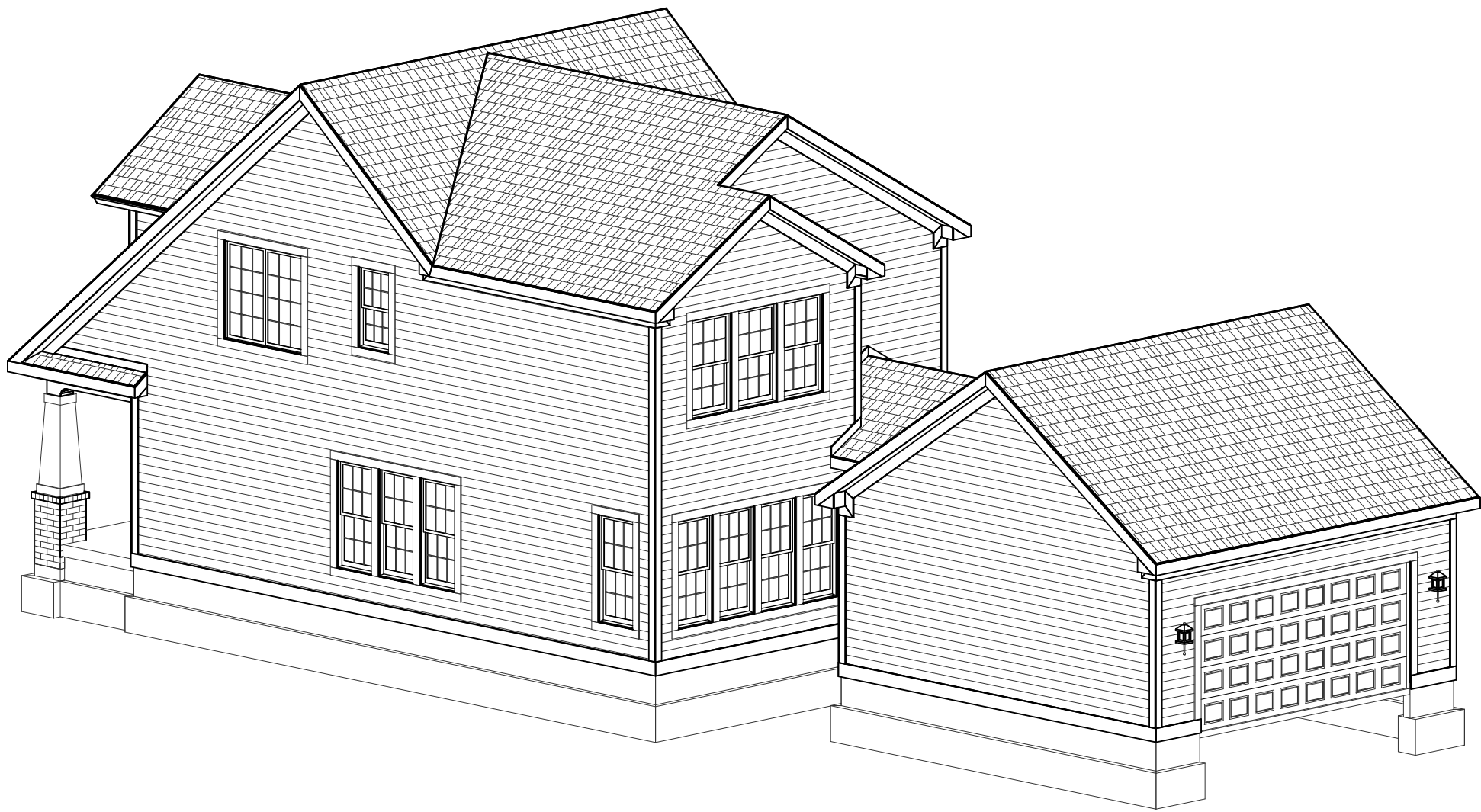
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GARAGE REAR			



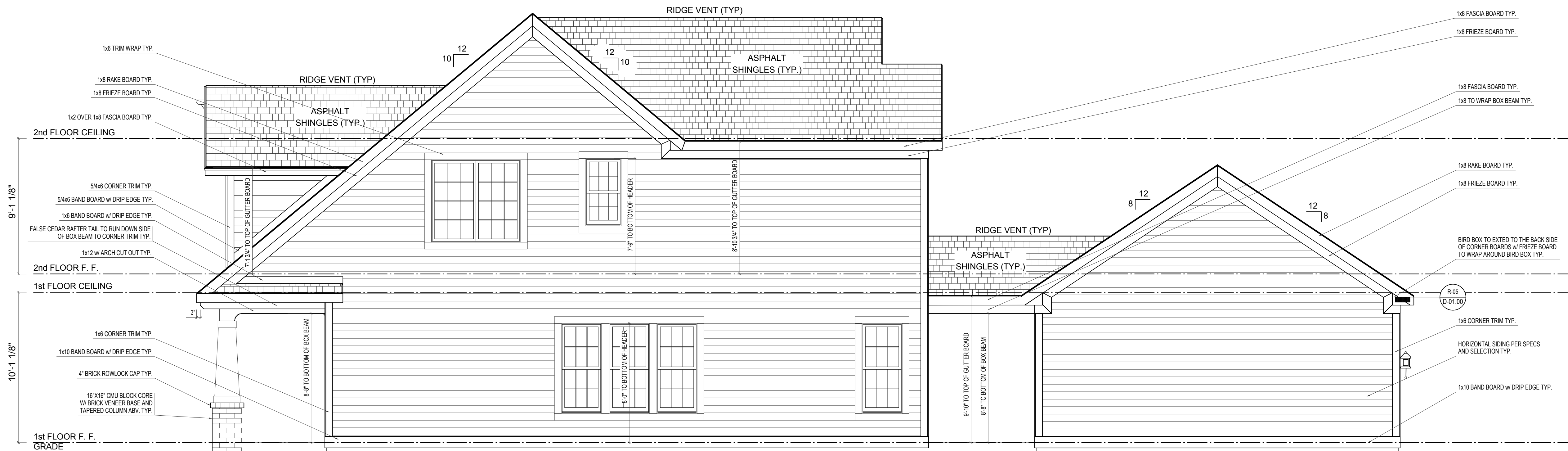
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FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
09/11/2014

EH_1015

FOR: Estridge Homes

LOCATION:

SHEET NUMBER

A-03



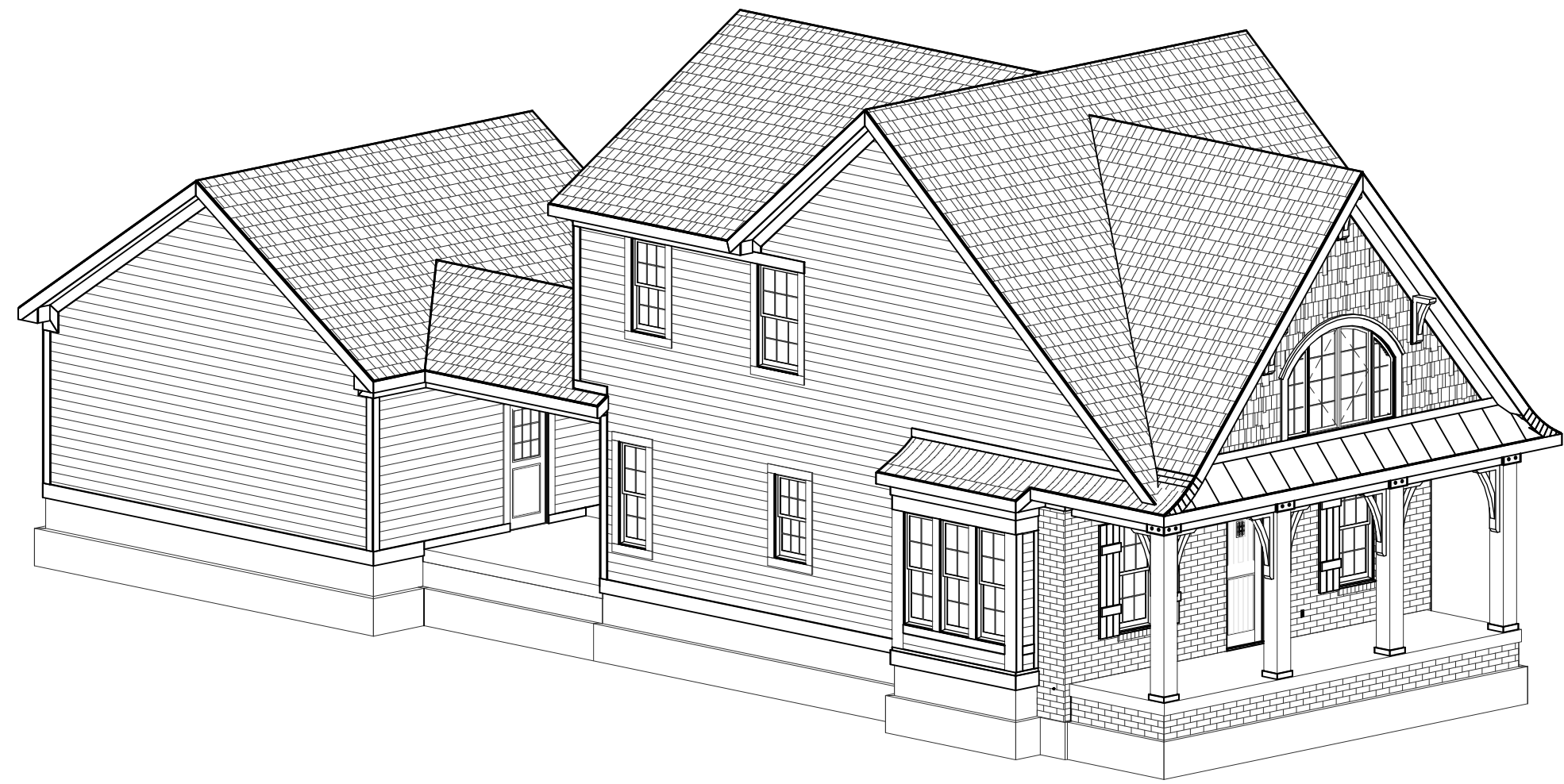
SCALE: 1/4"=1'-0"



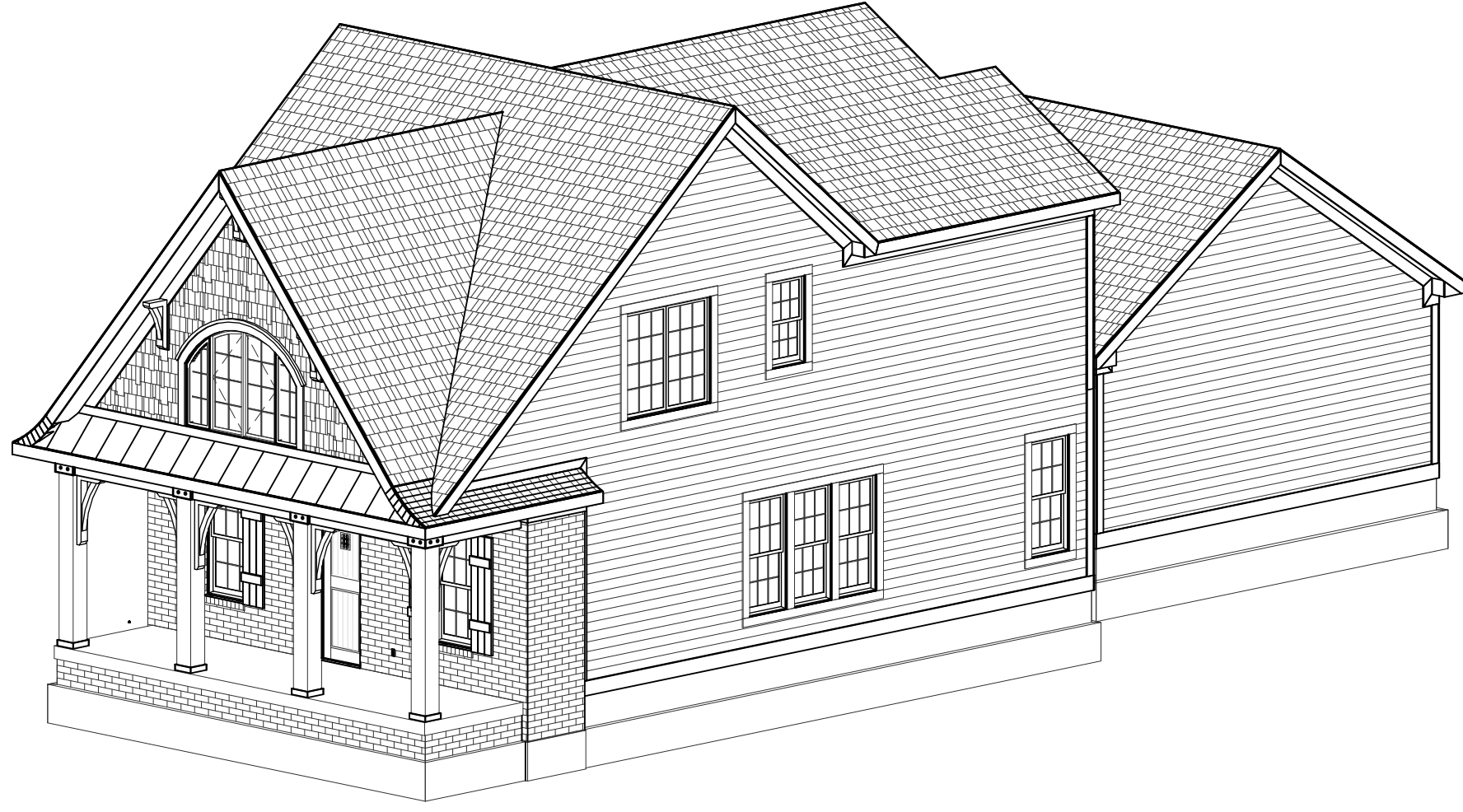
© Estridge Homes 09/11/2014

EH_1015	FOR:	Estridge Homes	LOCATION:
SHEET NUMBER			
A-04			

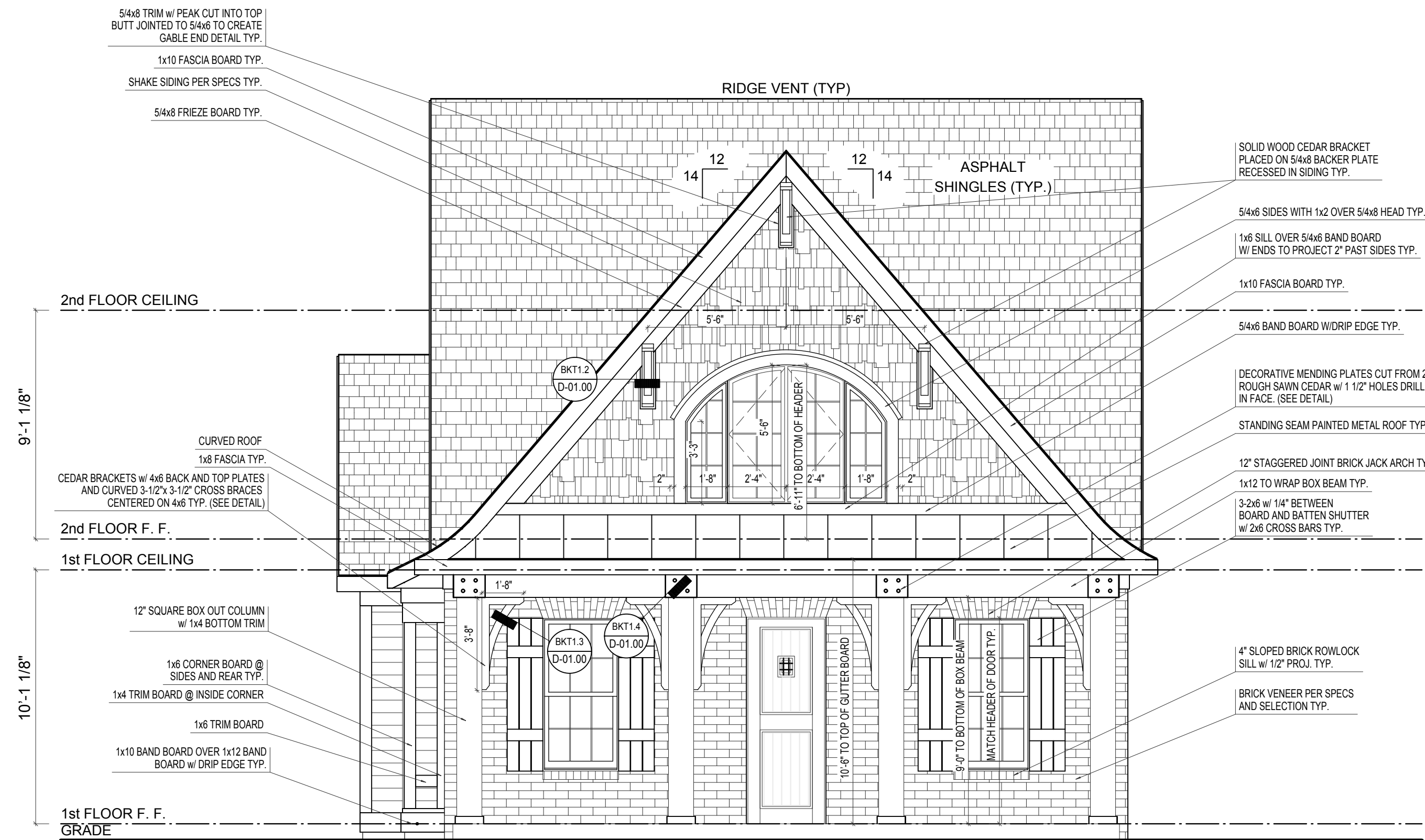
© CGVisions 2004 PLAN CREATION DATE 04/30/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "B" BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1015		PRINT DATE: 10/10/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-01	

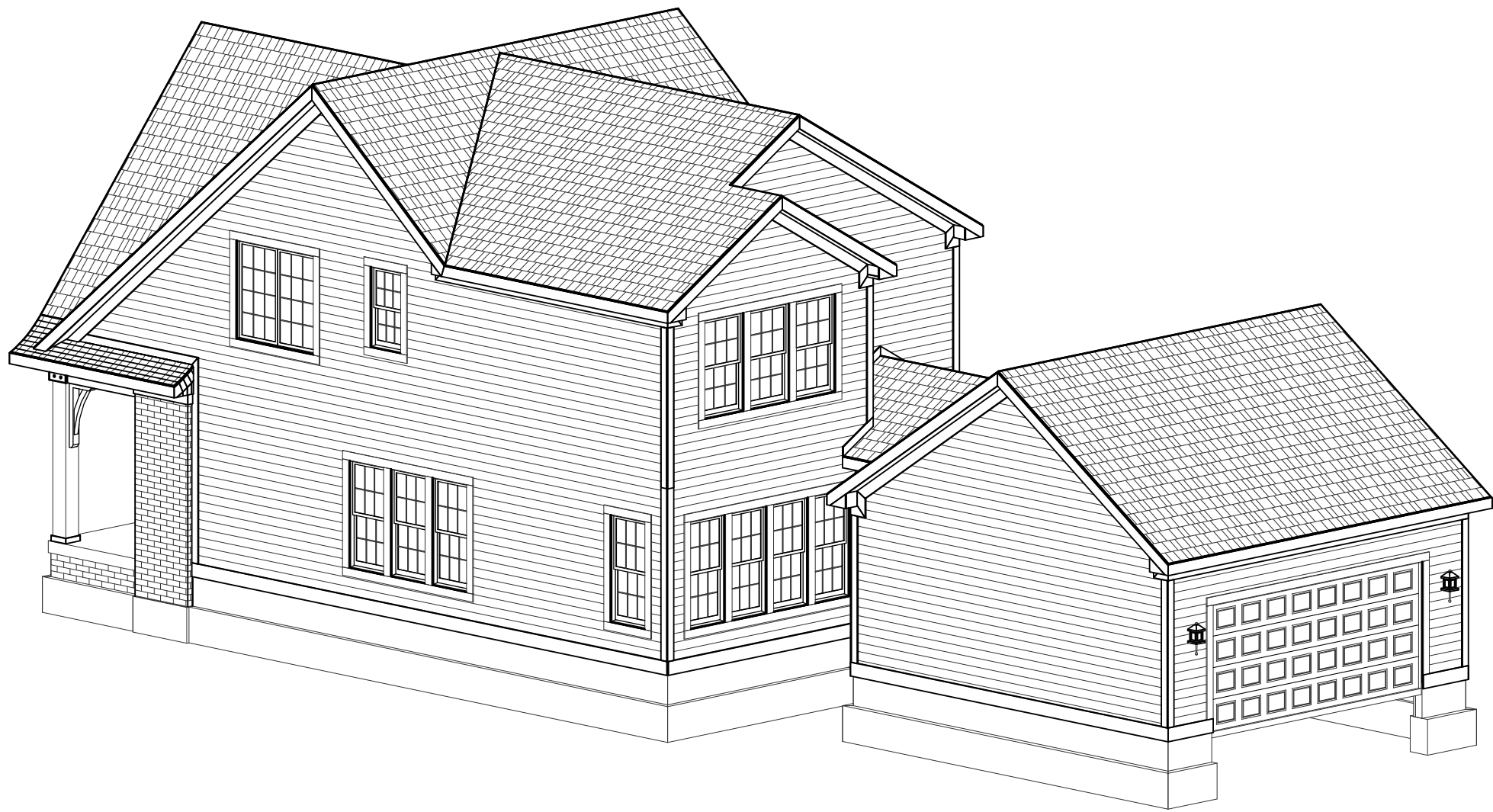


SCALE: 1/4"=1'-0"

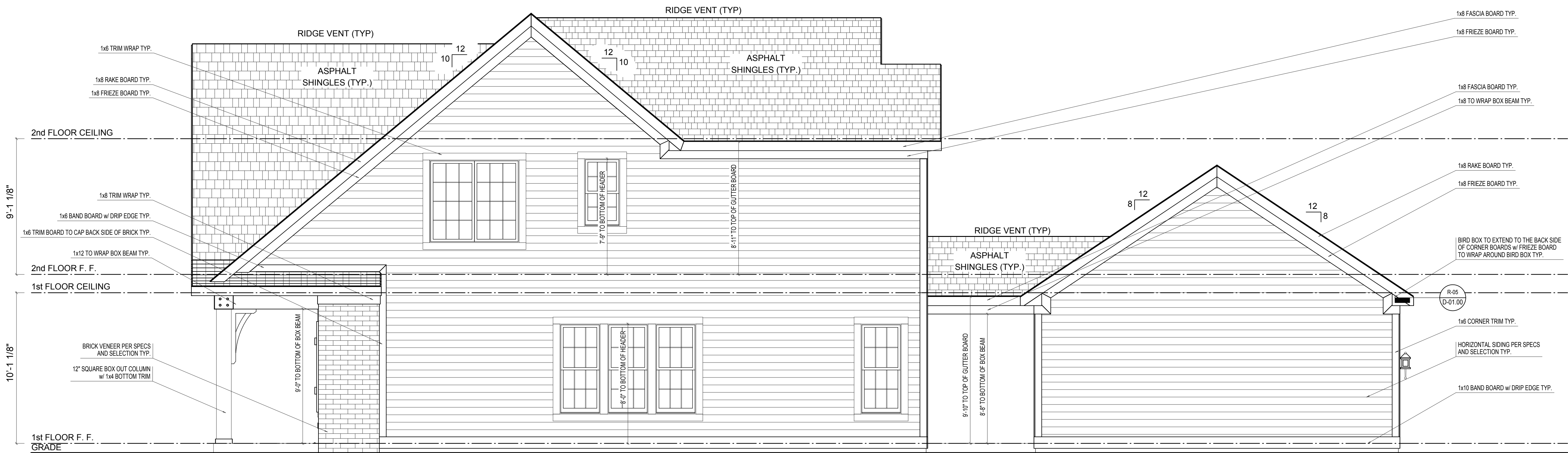
PRINT DATE: 10/10/2014	
EH_1015	FOR: Estridge Homes LOCATION:
SHEET NUMBER A-02	



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION "B" BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
10/10/2014

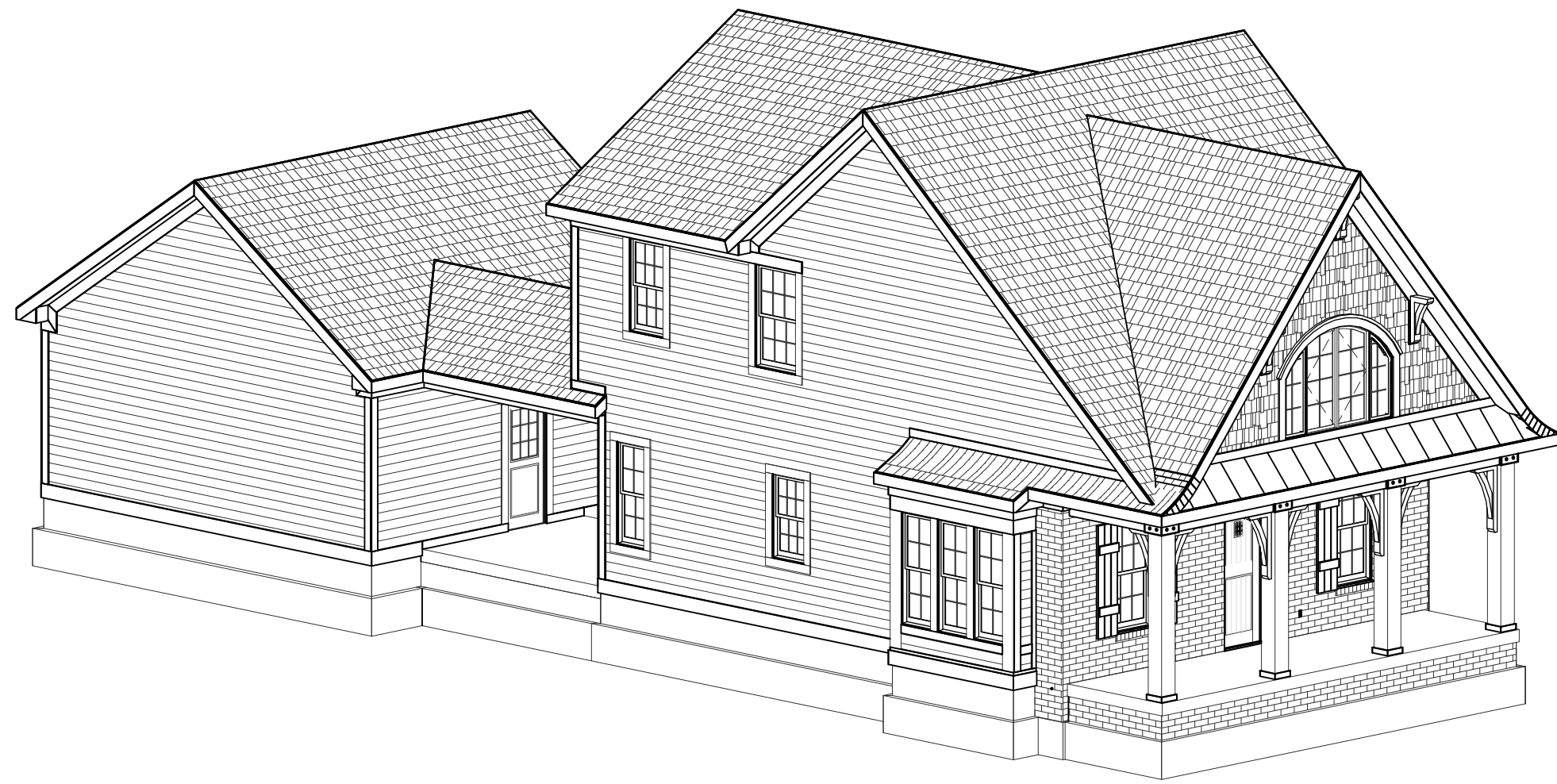
EH_1015
FOR: Estridge Homes
LOCATION:

SHEET NUMBER

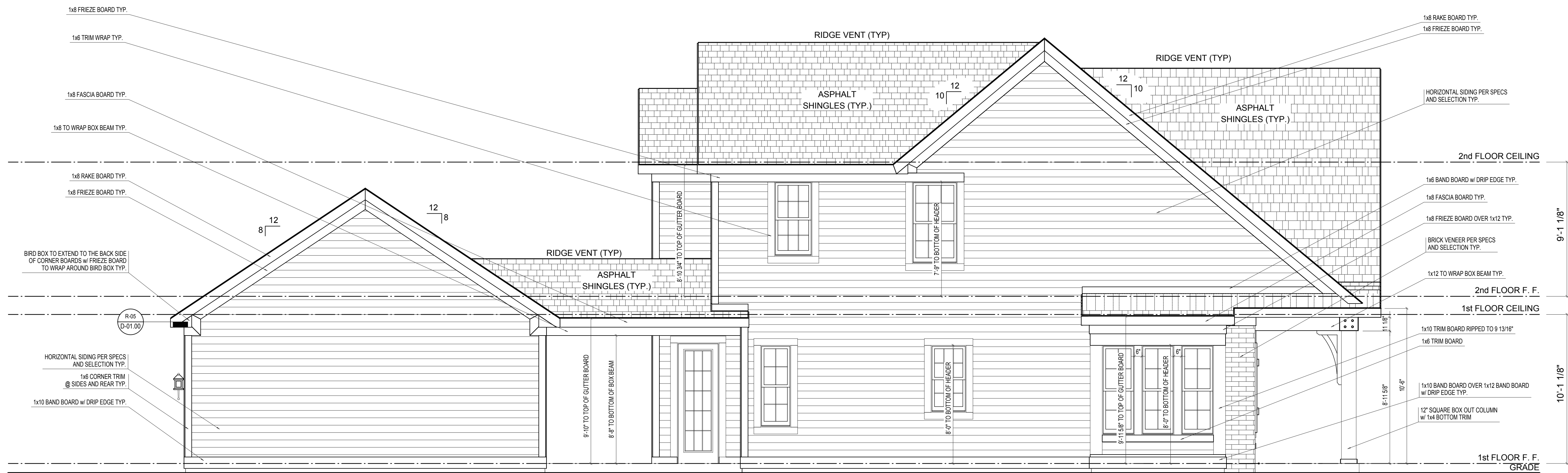
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/10/2014		
EH_1015	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



SCALE: 1/4"=1'-0"



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A-01

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SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



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PRINT DATE:
07/11/2014

EH_1030	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-02				

© CGVisions 2004 PLAN CREATION DATE 05/05/2014

REVISIONS #2 CHECKSET
NOT FOR CONSTRUCTION



SCALE: 1/4"=1'-0"



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PRINT DATE:
07/11/2014

EH 1030

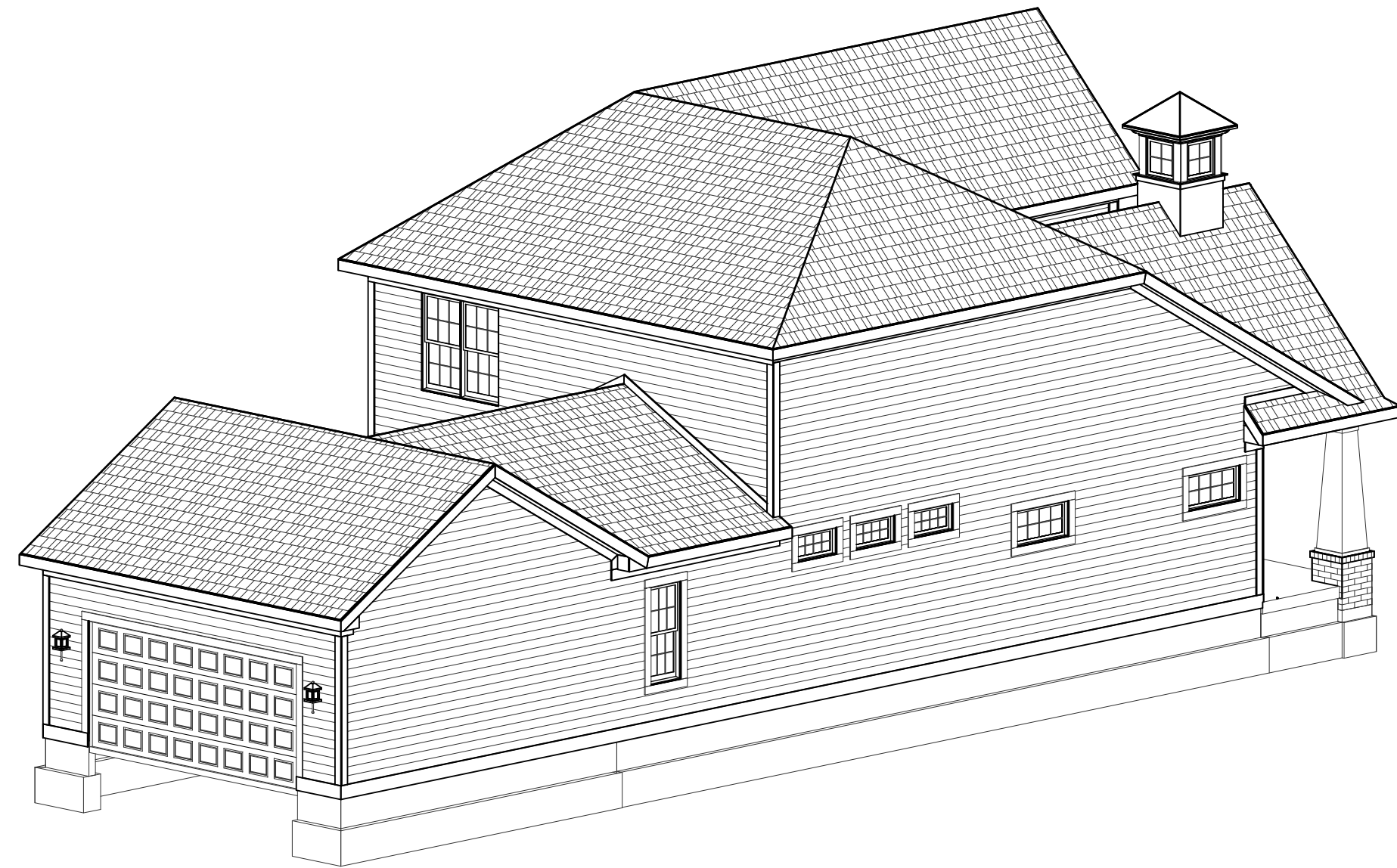
FOR:

OCCASION:

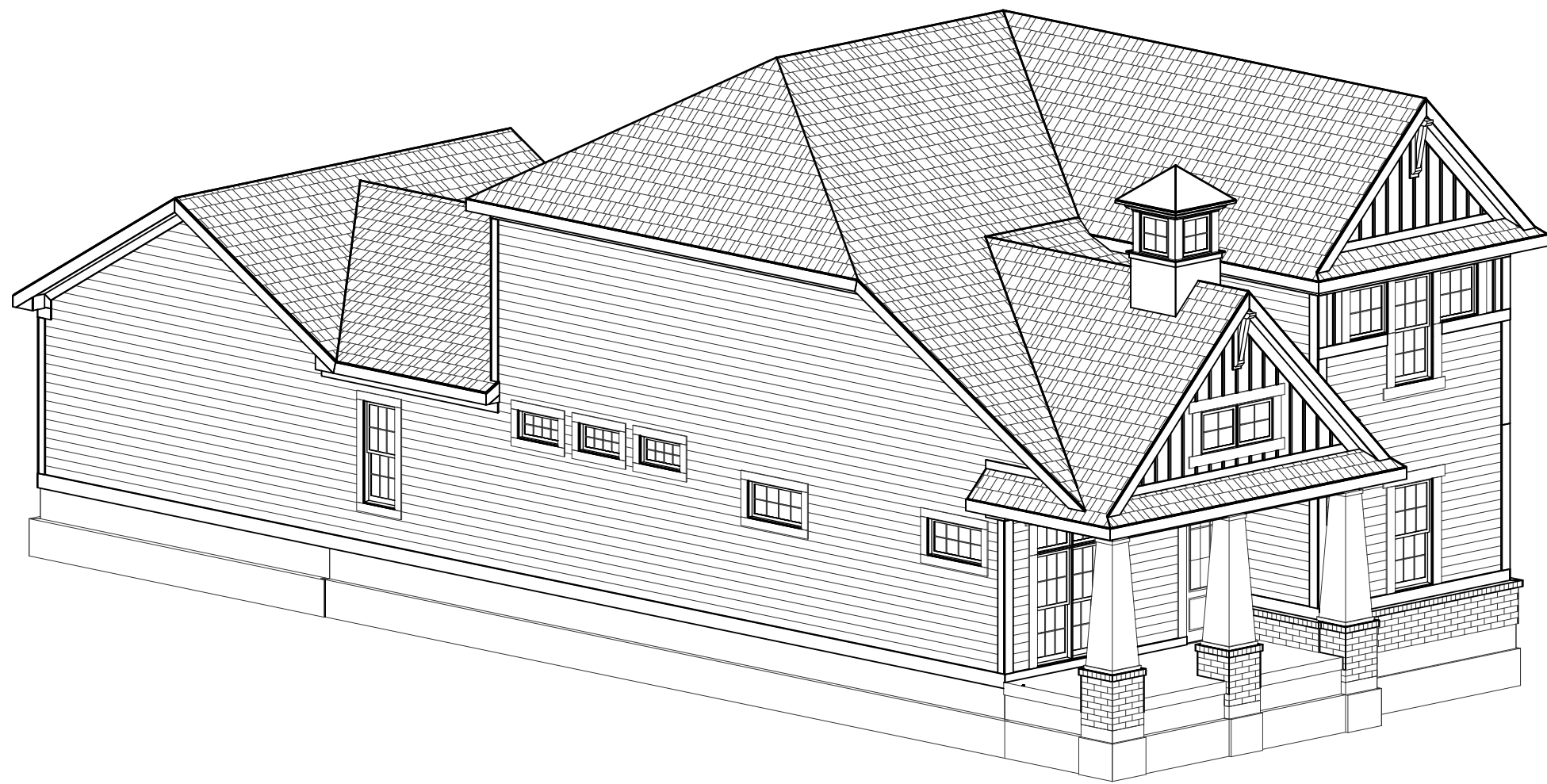
SHEET NUMBER		

A-03

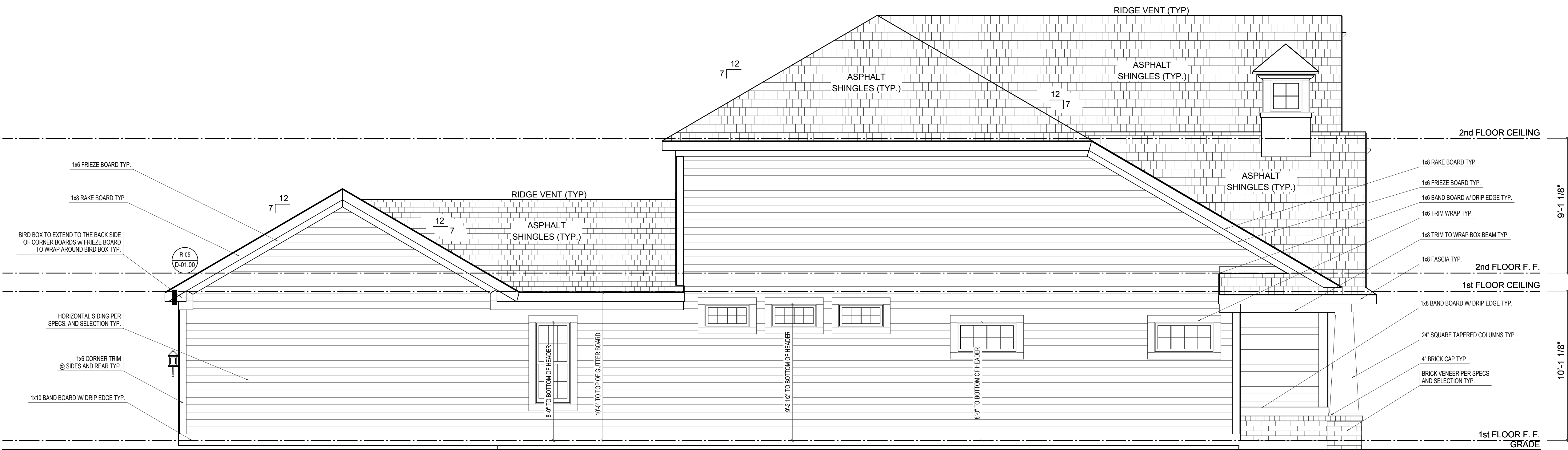
CGVisions 2004 PLAN CREATION DATE 05/05/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 07/11/2014		
EH_1030	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



1030 Plan

SCALE 1/4" = 1'-0"

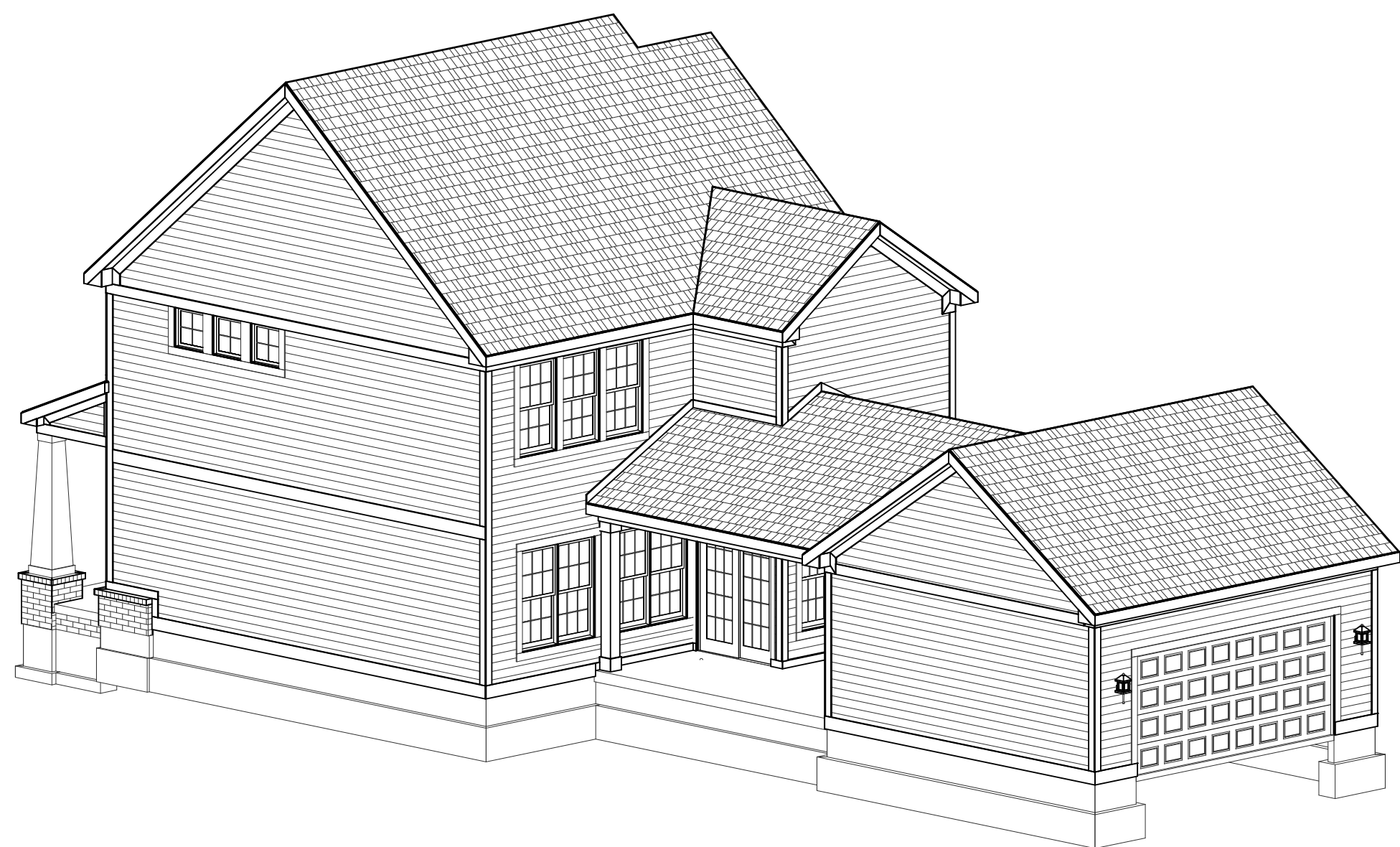


SCALE: 1/4"=1'-0"

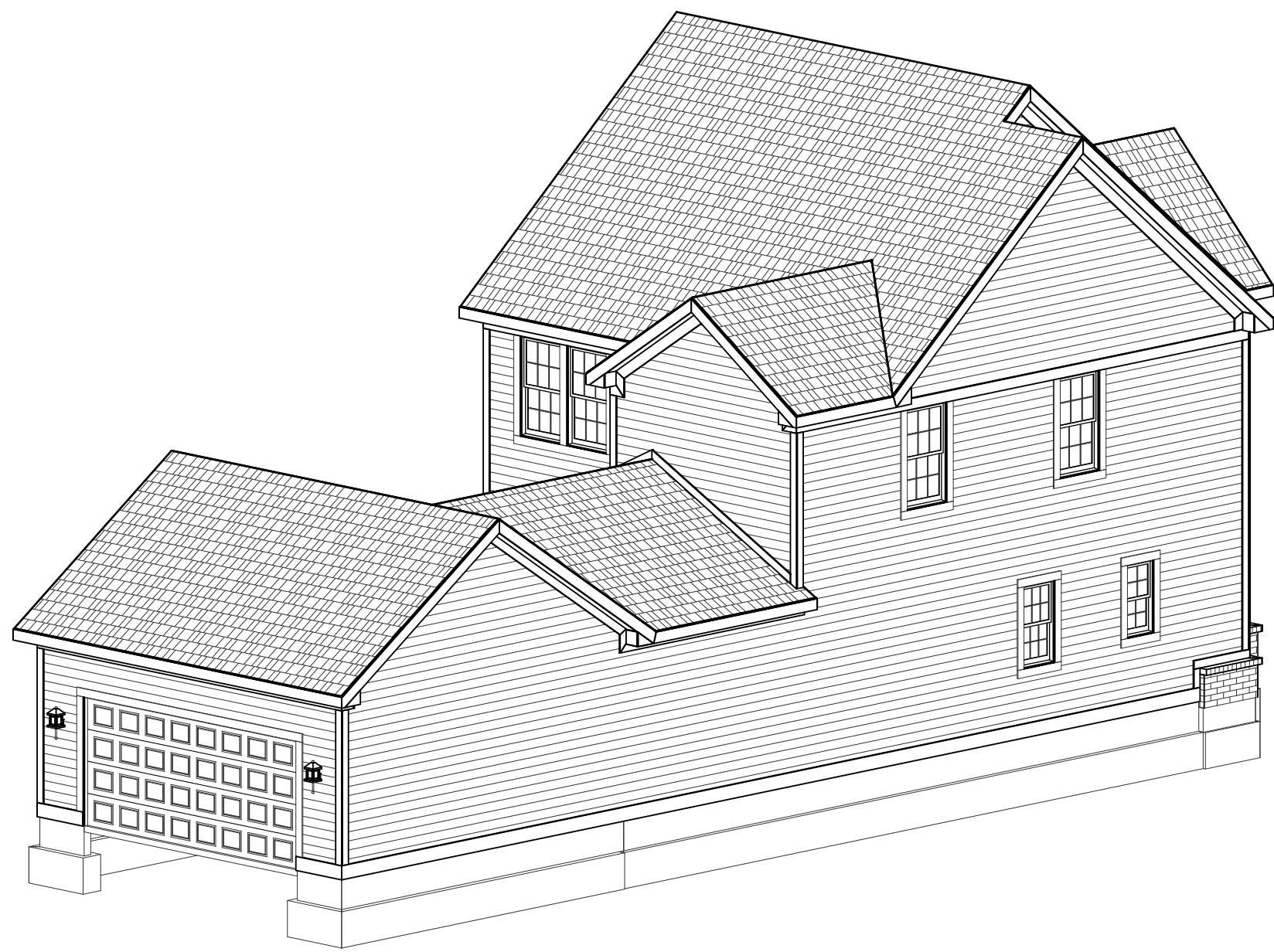
PRINT DATE: 10/08/2014			
EH_1045	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-01		

© Estridge Homes 10/08/2014

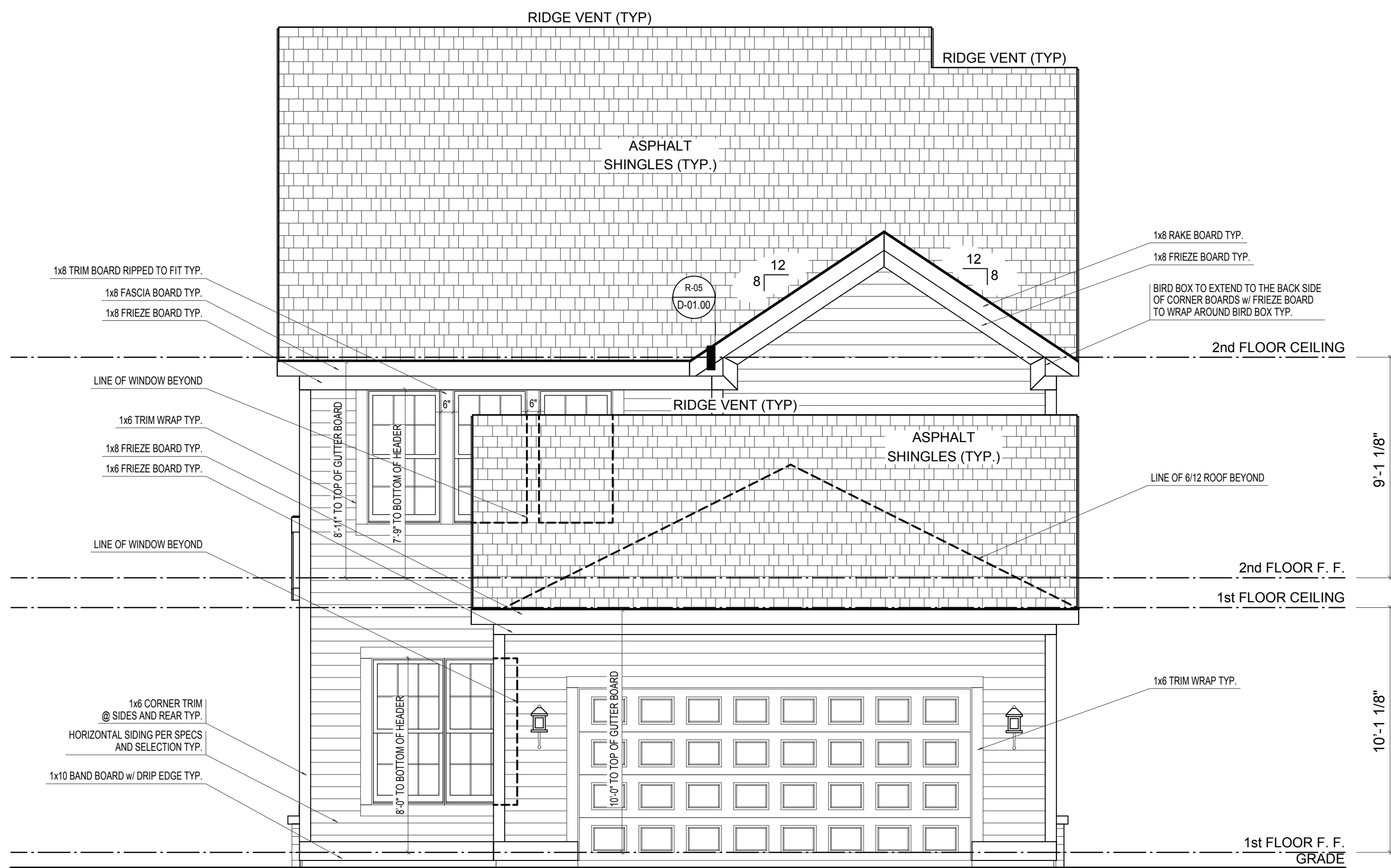
© CGVisions 2004 PLAN CREATION DATE 05/07/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 10/08/2014			
EH_1045	FOR: Estridge Homes	LOCATION:	
SHEET NUMBER			
A-02			



ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

[illegible]

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PRINT DATE:
10/08/2014

EH 1045

FOR:

LOCATION:

SHEET NUMBER		

A-03

© CGVisions 2004 PLAN CREATION DATE 05/07/2014



ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				

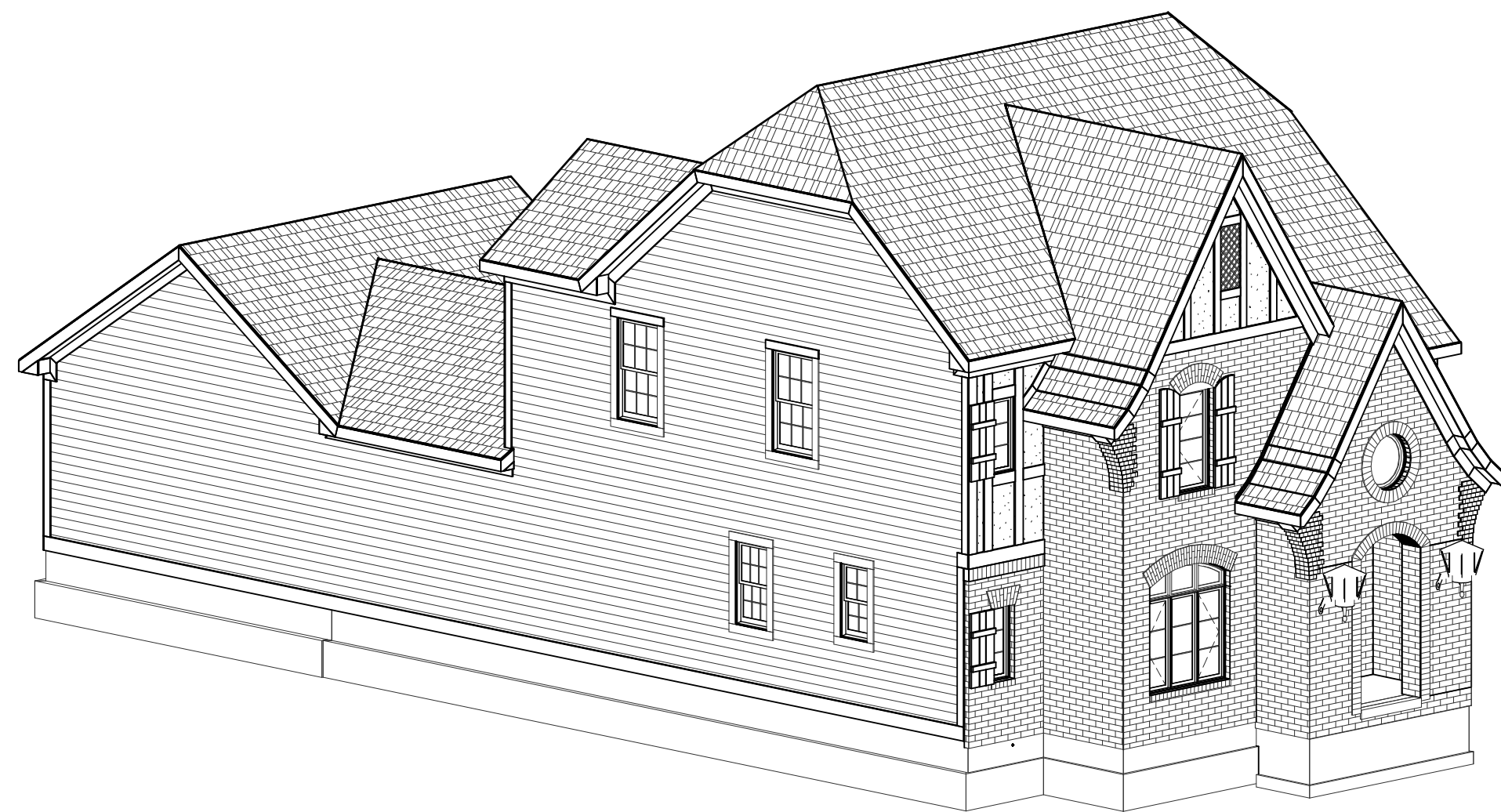


© Estridae Homes 10/08/2014

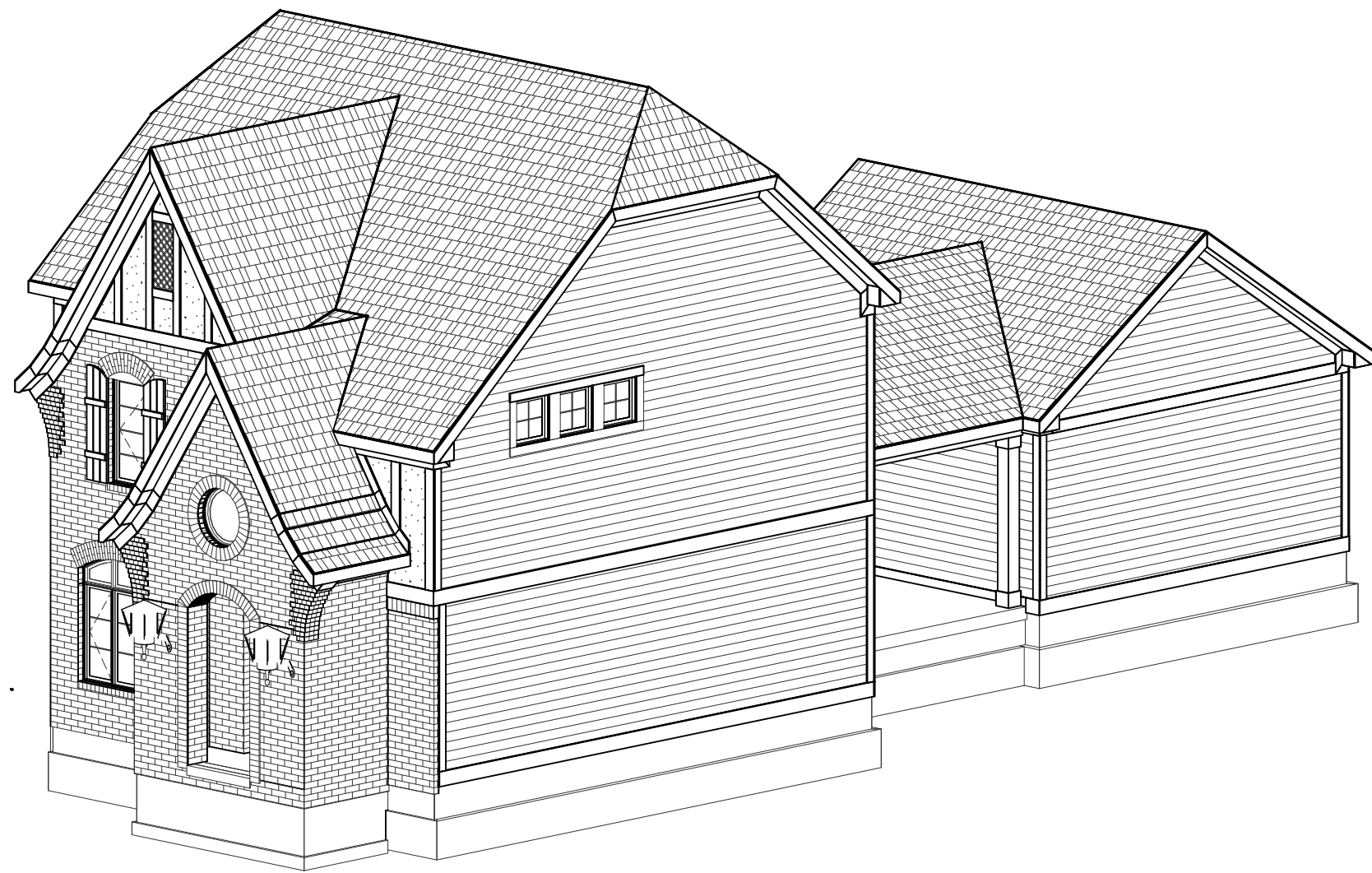
PRINT DATE:
10/08/2014

EH_1045	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-04				

© CGVisions 2004 PLAN CREATION DATE 05/07/2014



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 09/11/2014			
EH_1045	FOR:	Estridge Homes	LOCATION:
SHEET NUMBER			
A-01			



SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				

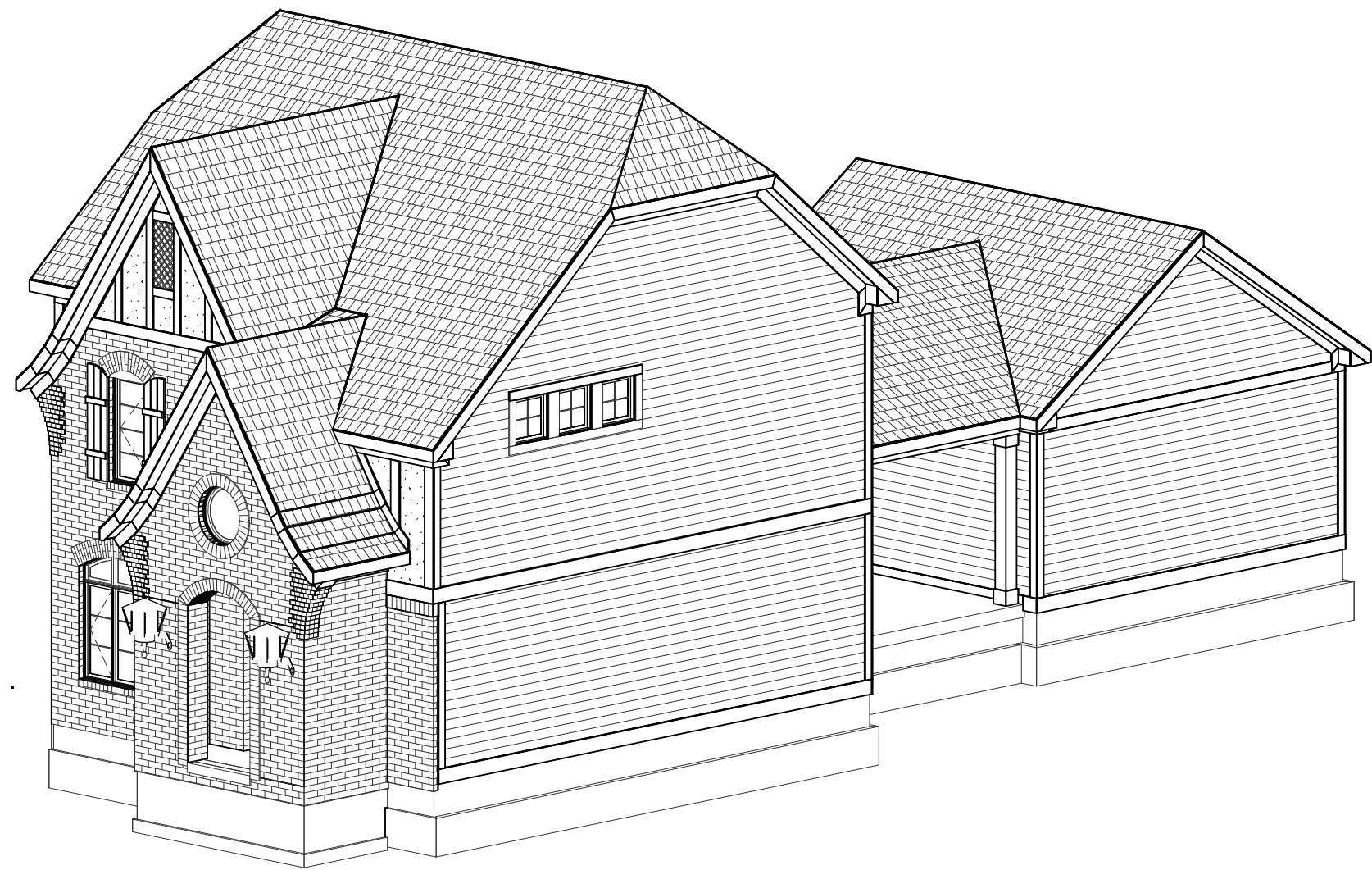


© Estridae Homes 09/11/2014

PRINT DATE:
09/11/2014

EH_1045	FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER				
A-02				

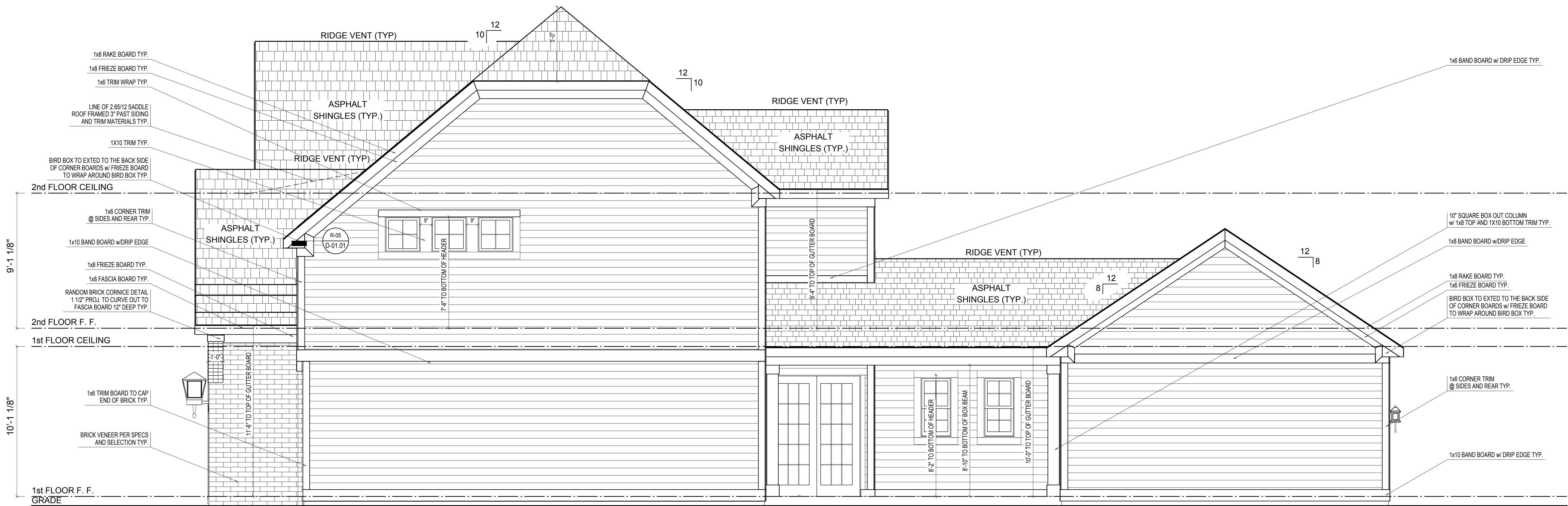
© CGVisions 2004 PLAN CREATION DATE 05/07/2014



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

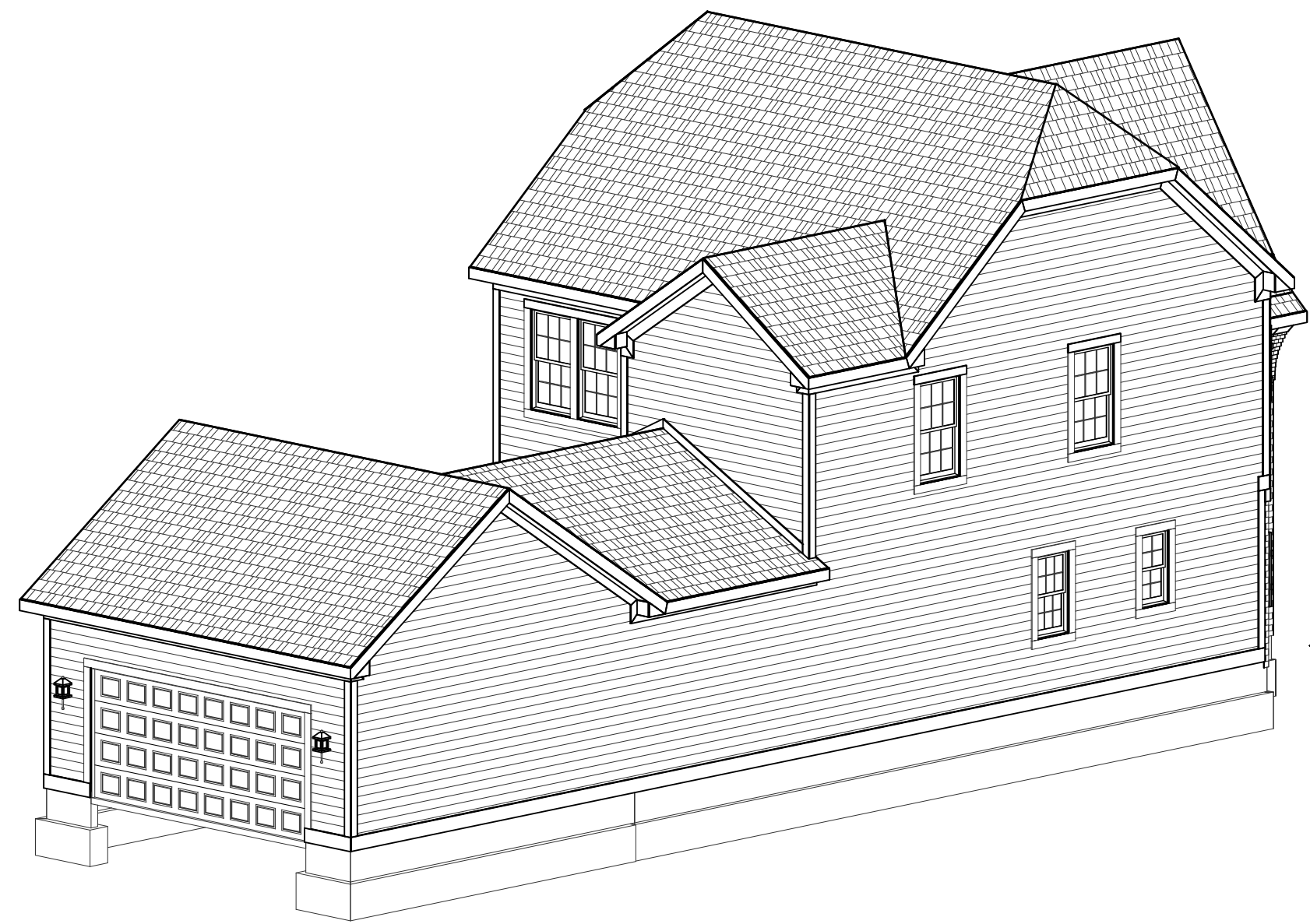
ELEVATION B BASE FINAL

SCALE: 1/4"=1'-0"

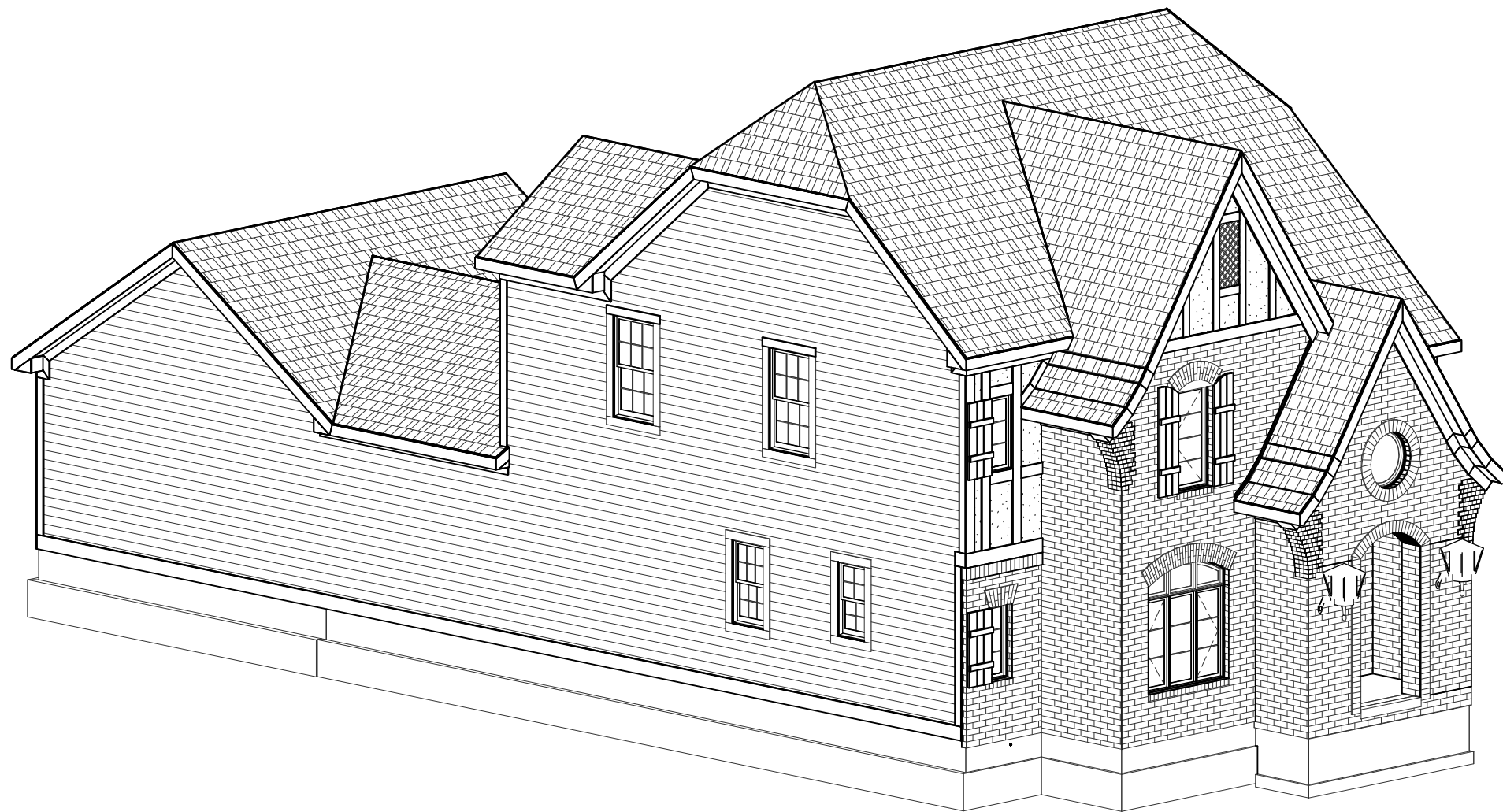
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



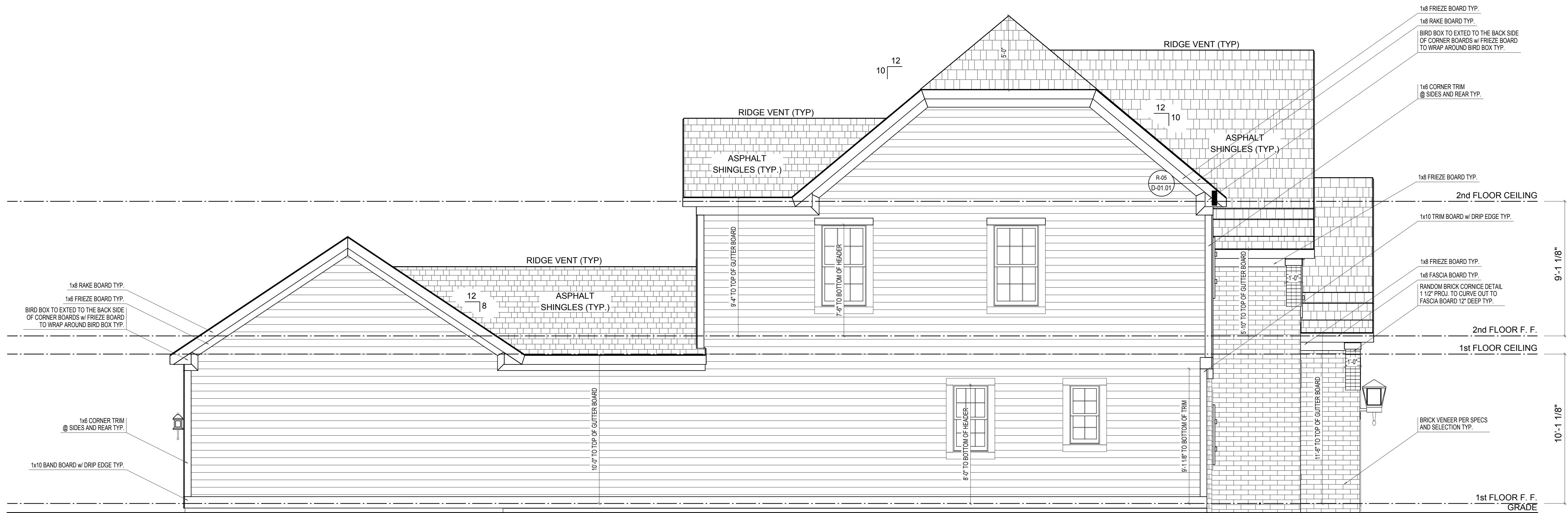
PRINT DATE: 09/11/2014		
EH_1045	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-03		



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

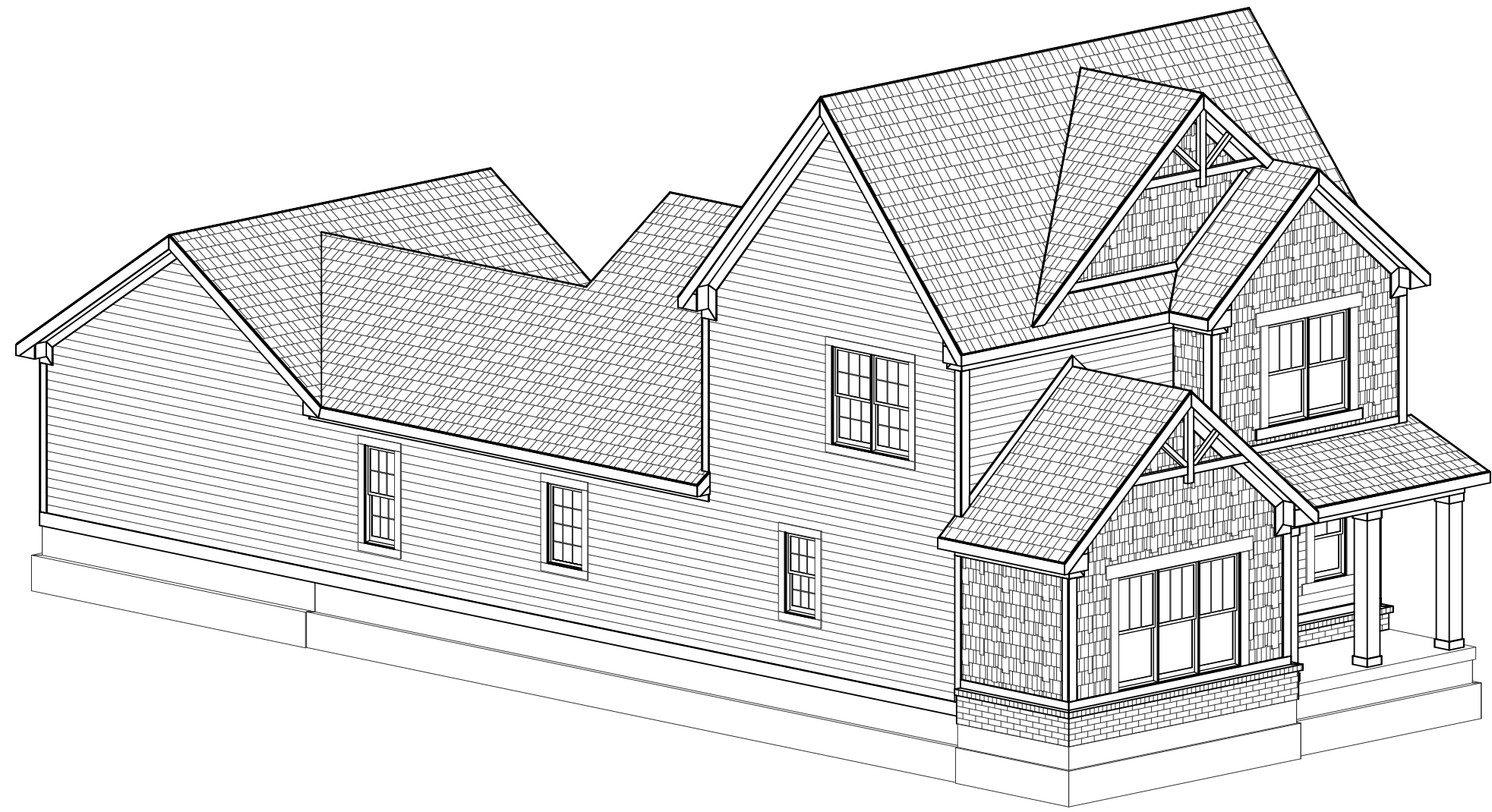
SCALE: 1/4"=1'-0"

ELEVATION B BASE FINAL

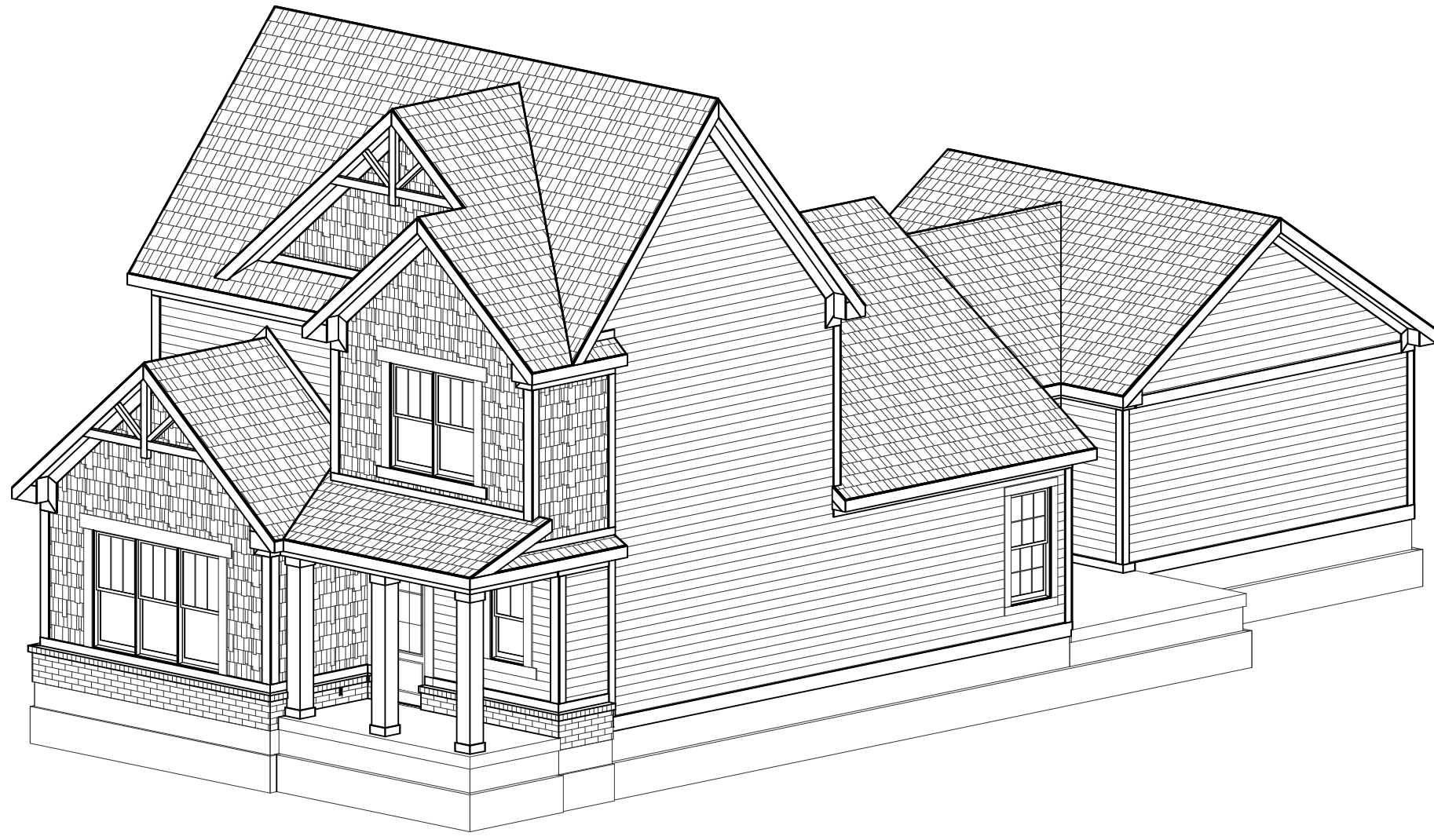
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1045		PRINT DATE: 09/11/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER			
A-04			



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

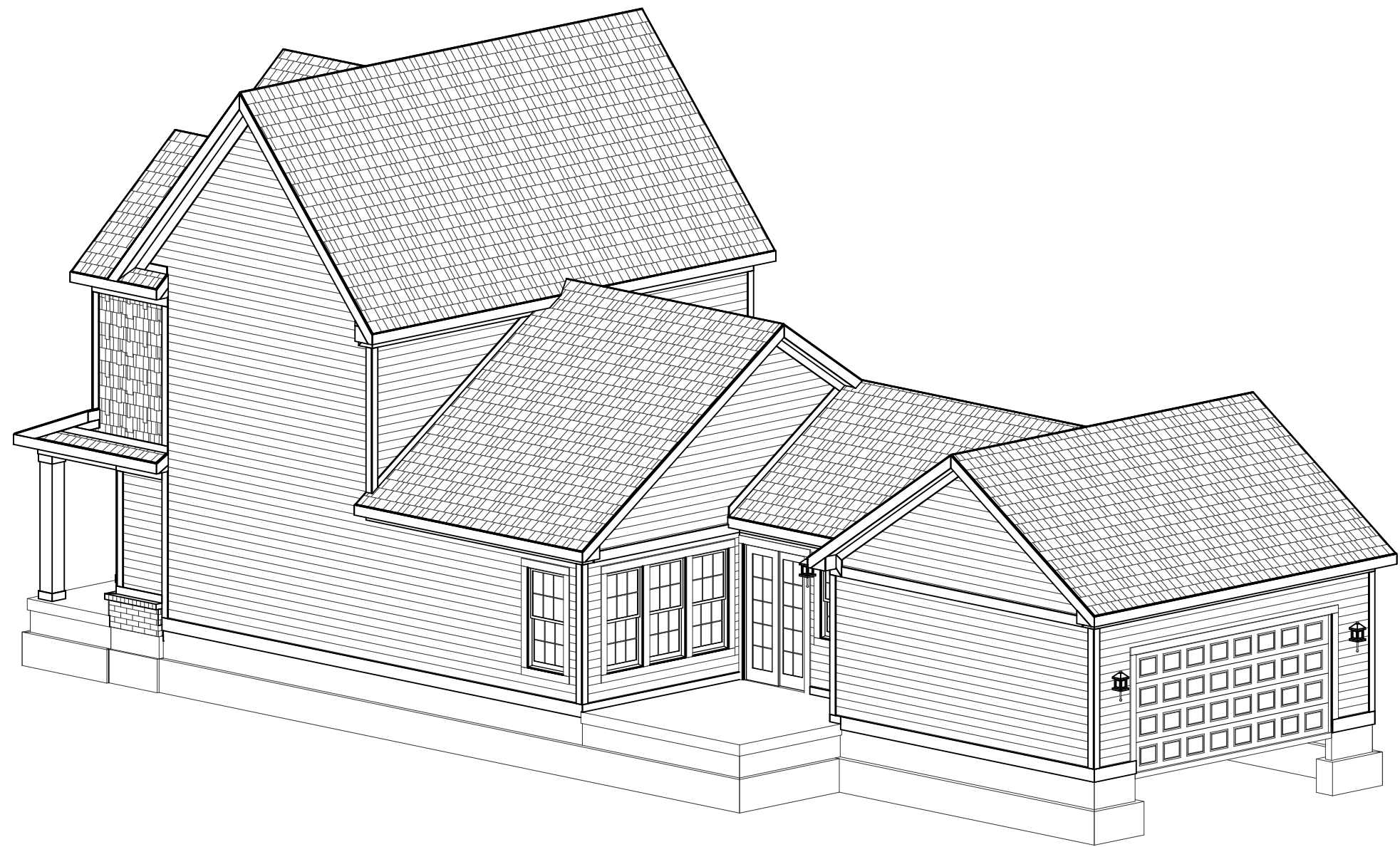
SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

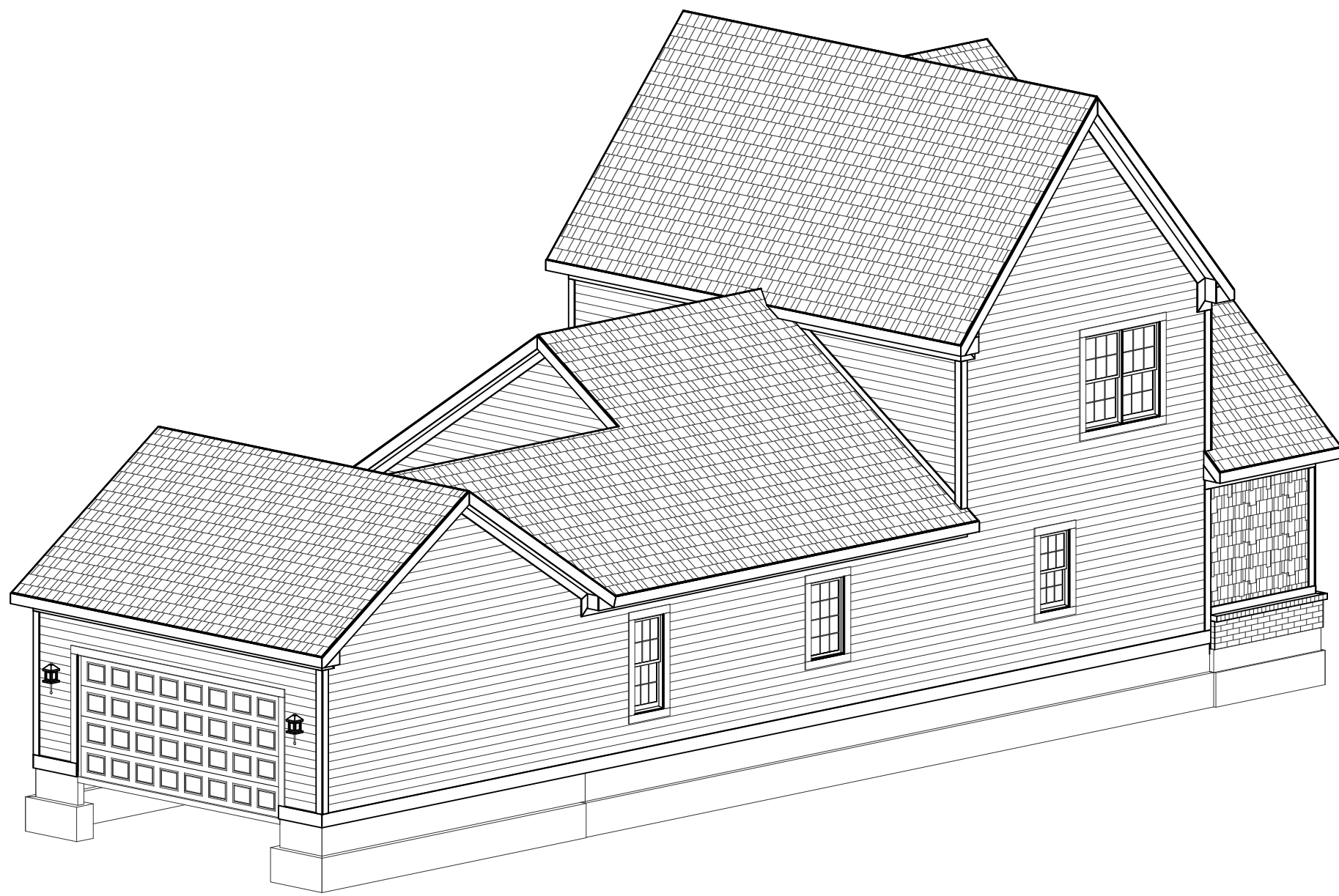
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



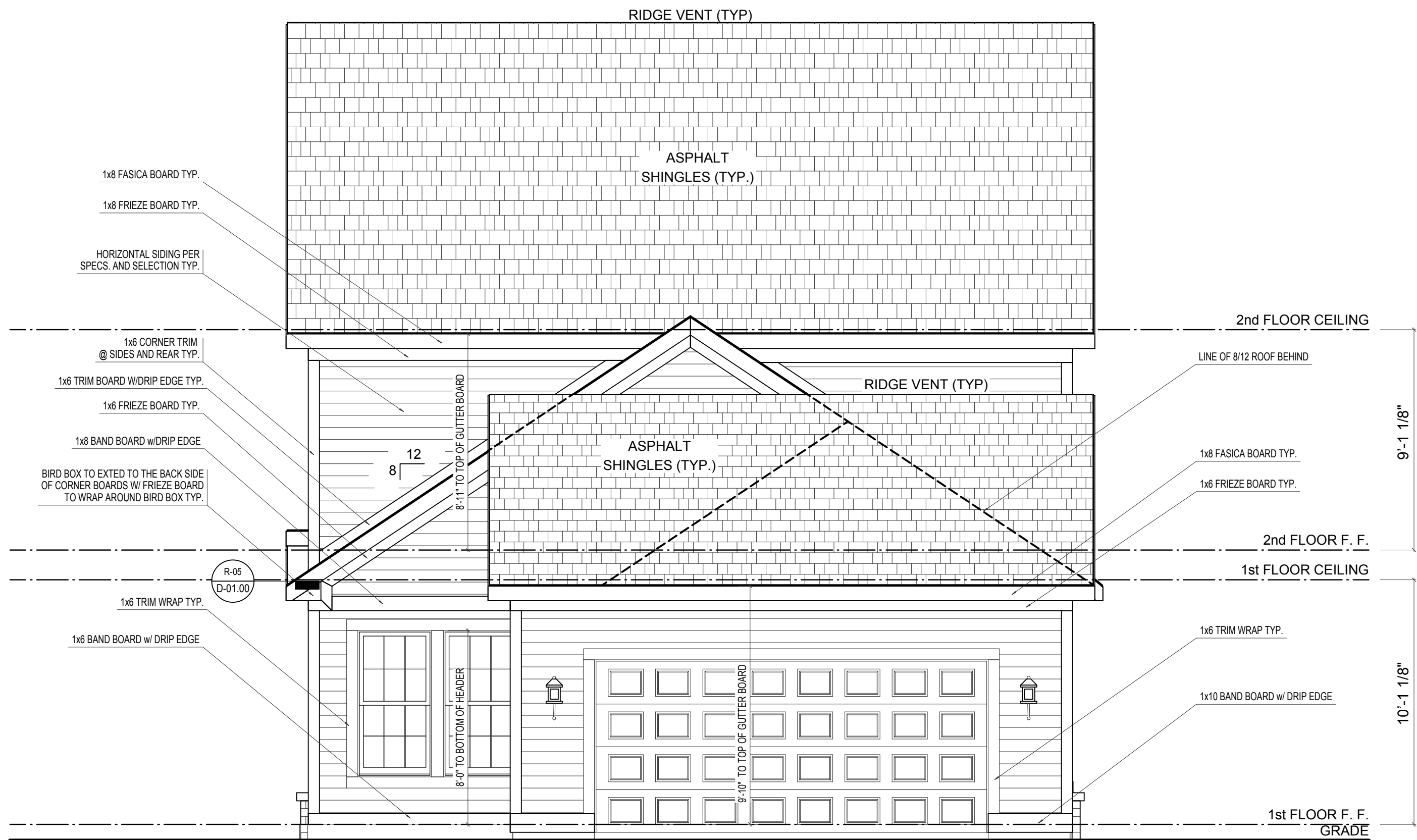
PRINT DATE: 10/07/2014		
EH_1060	FOR: Estridge Homes	LOCATION: 1060
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

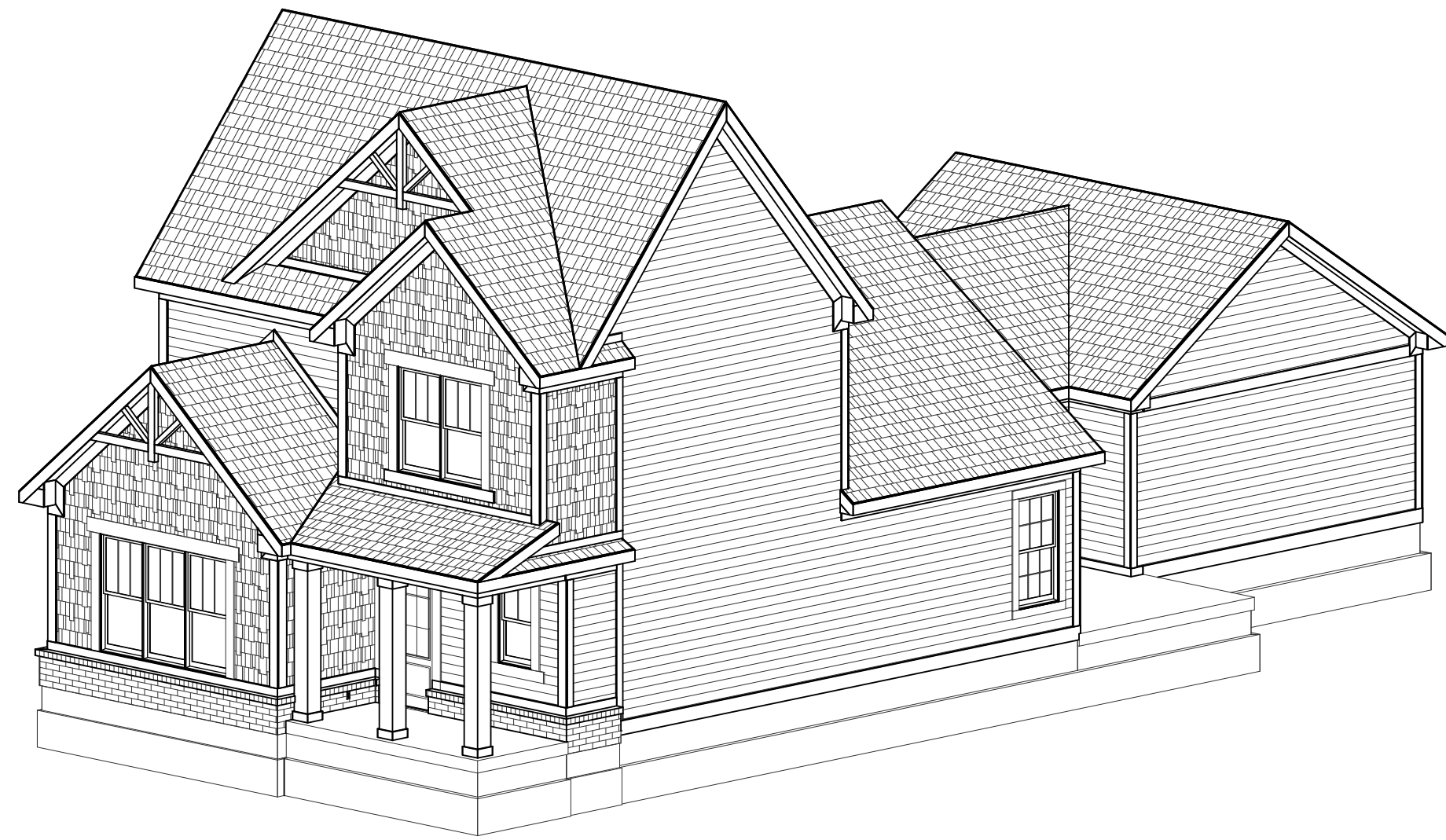
SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

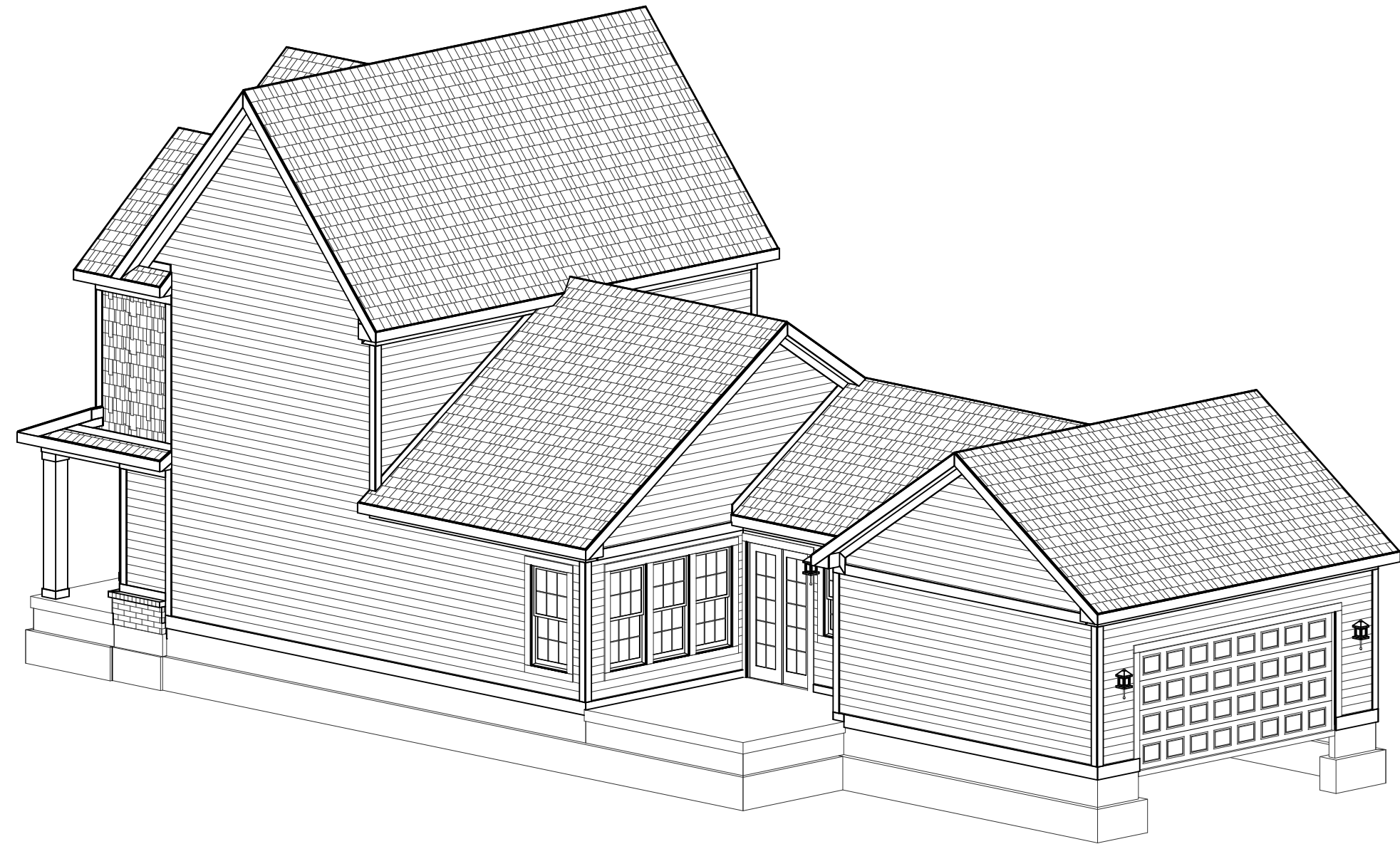
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



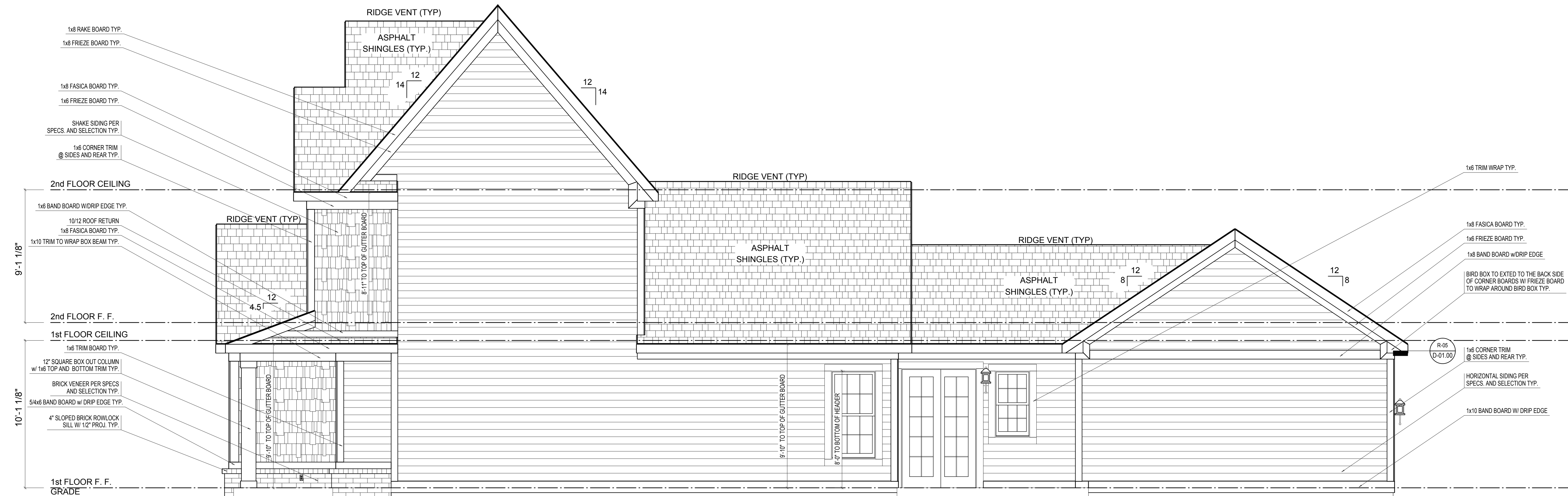
PRINT DATE: 10/07/2014		
EH_1060	FOR:	Estridge Homes
	LOCATION:	1060
SHEET NUMBER		
A-02		



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

REMARKS

DATE

REV. NO.

ELEVATION A

GARAGE REAR



PRINT DATE:
10/07/2014

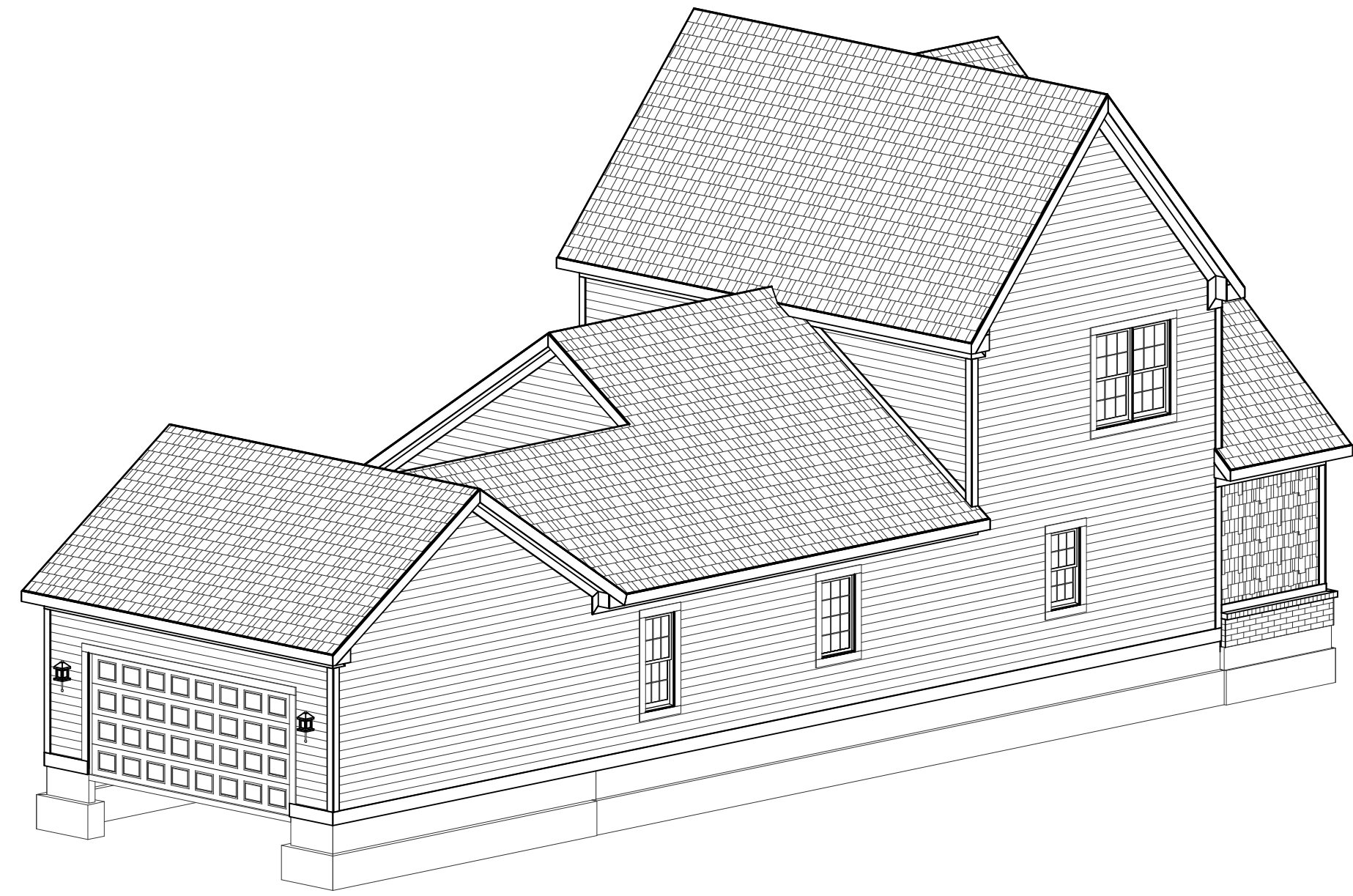
EH_1060

FOR: Estridge Homes

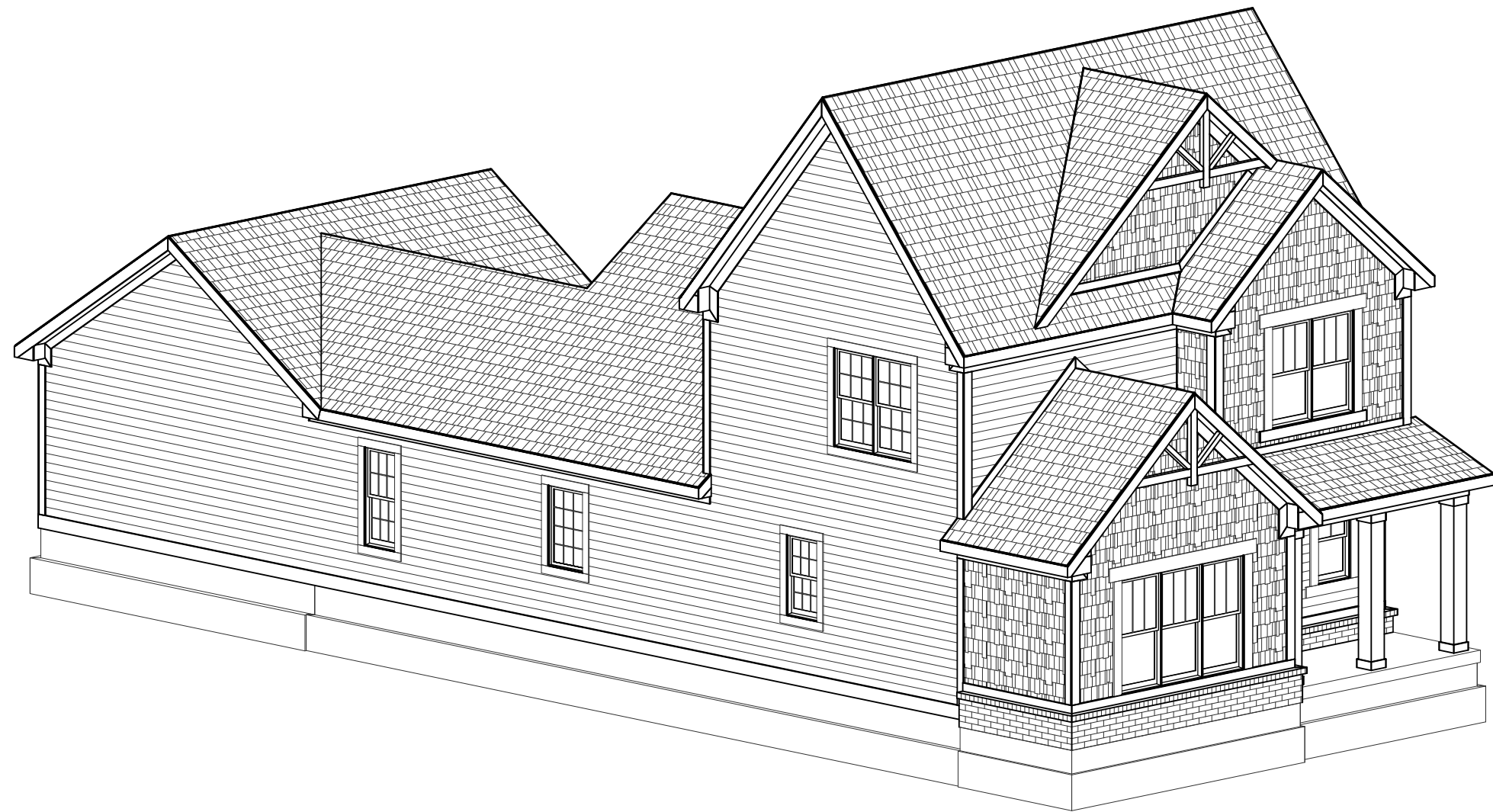
LOCATION:
1060

SHEET NUMBER

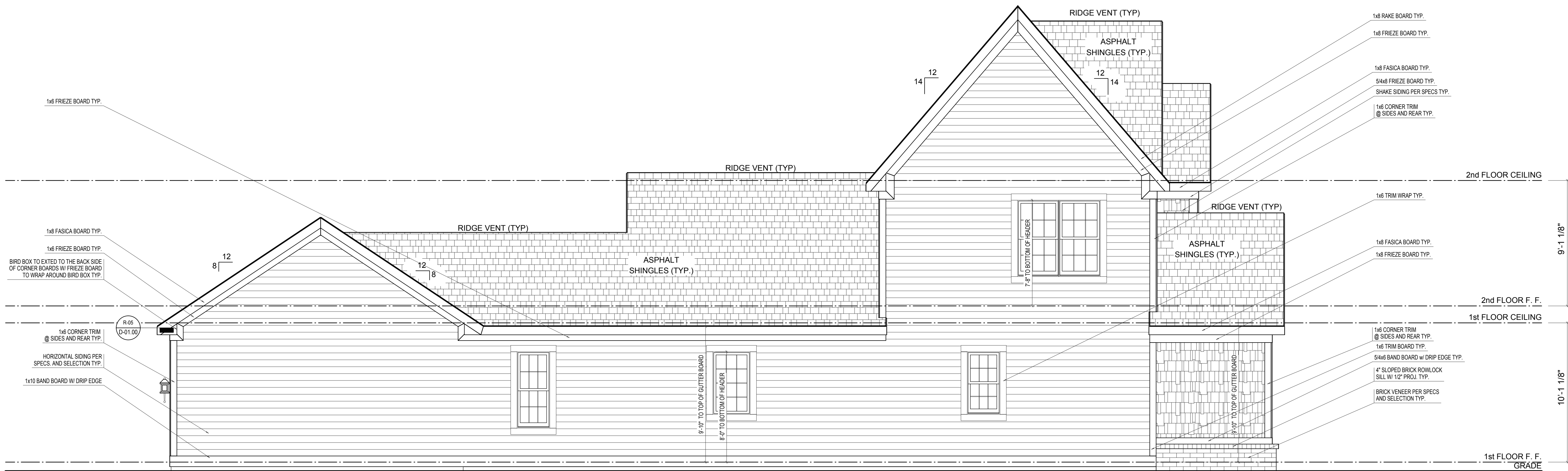
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

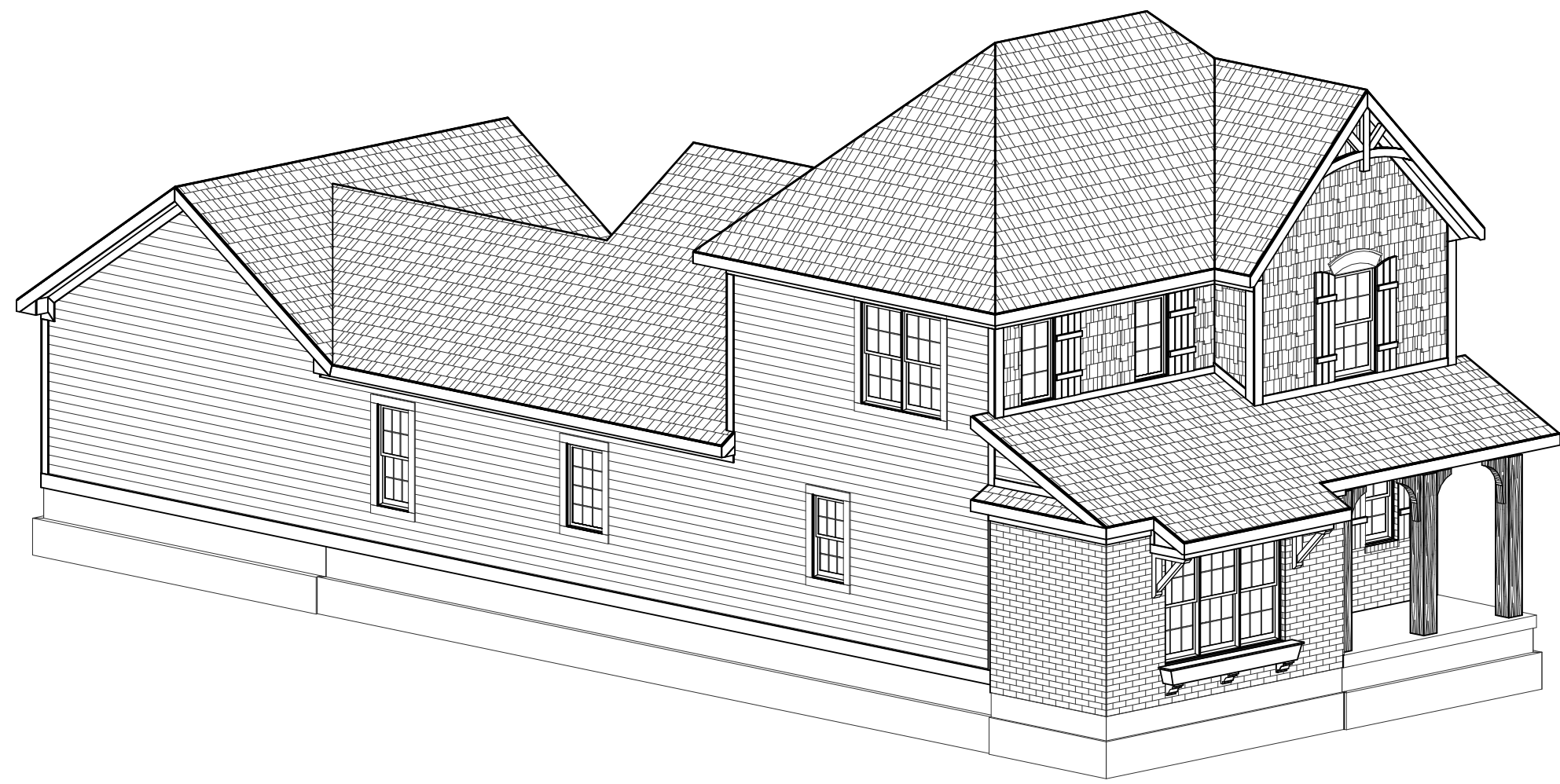
ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

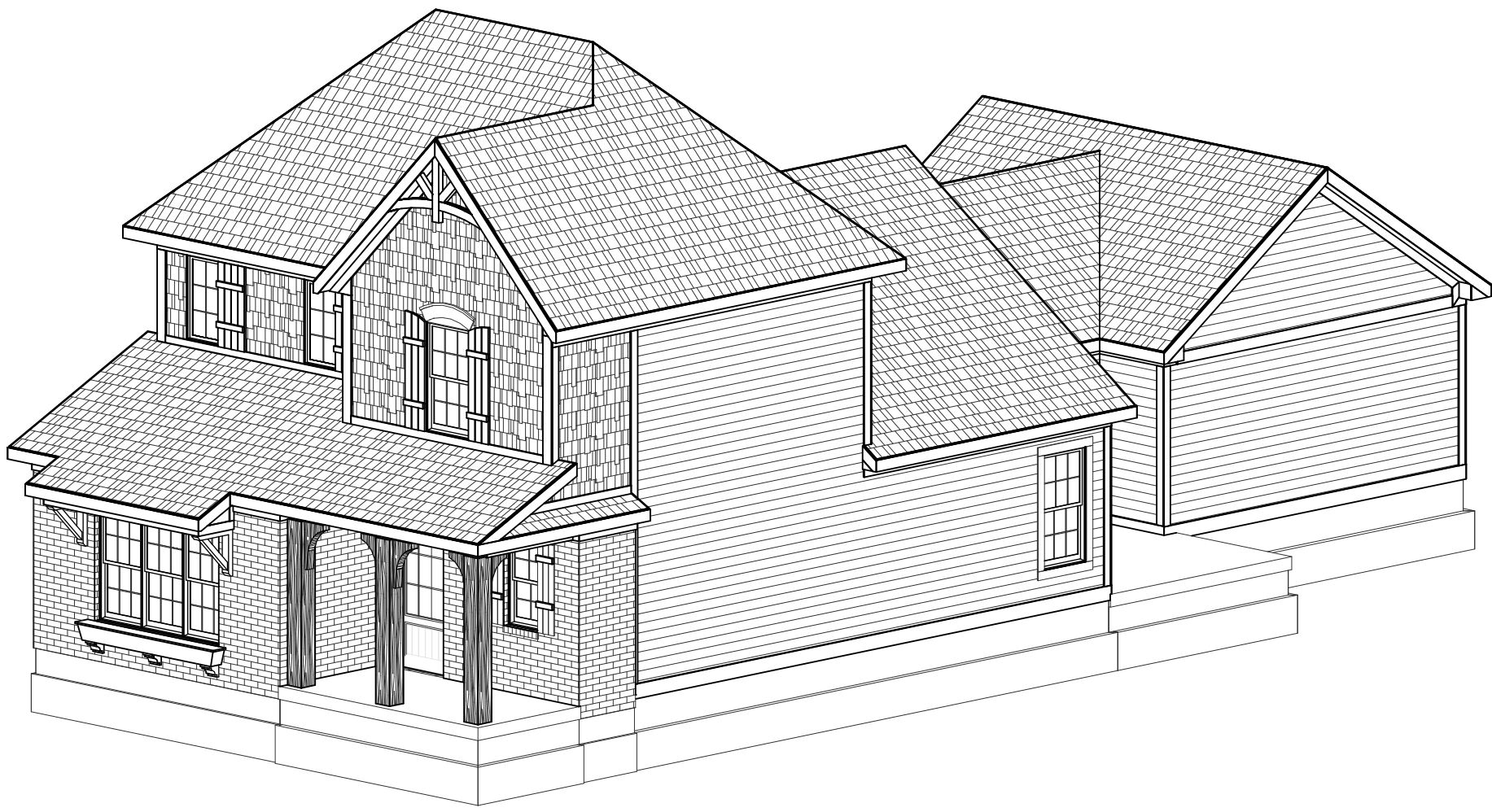
ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



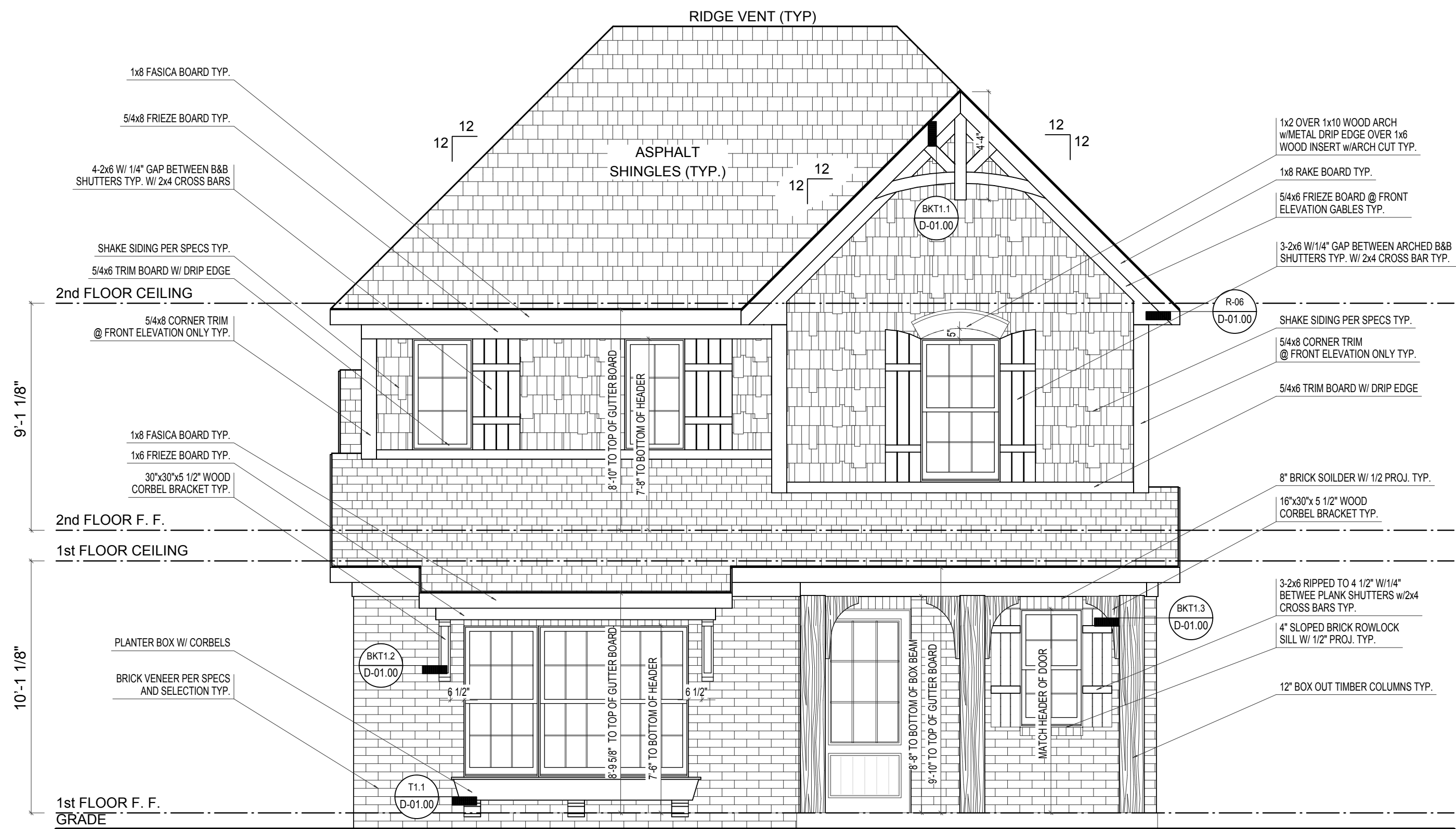
EH_1060		PRINT DATE: 10/07/2014	
FOR:	Estridge Homes	LOCATION:	1060
SHEET NUMBER		A-04	



FRONT-LEFT



FRONT-RIGHT



FRONT ELEVATION

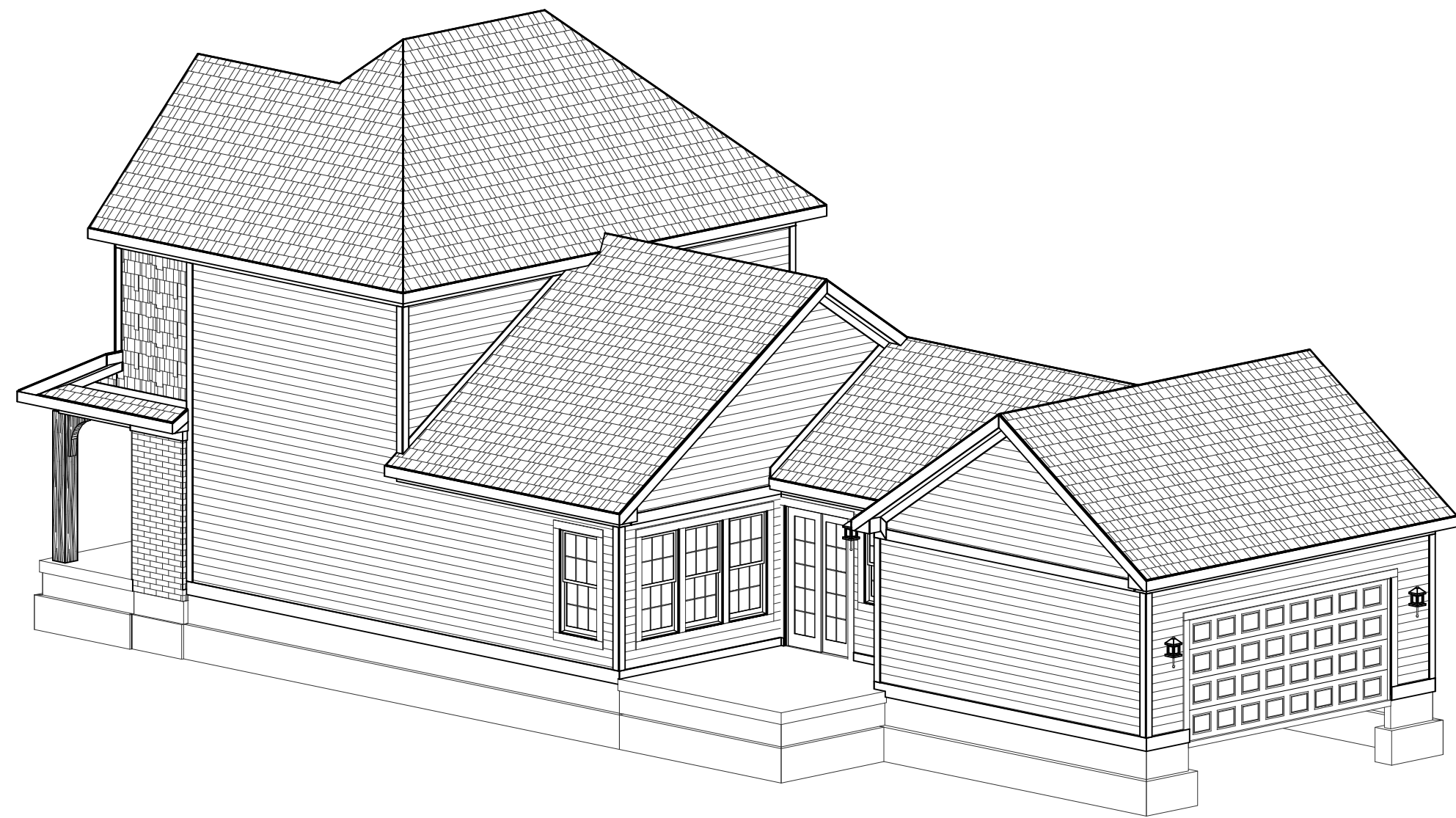
ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

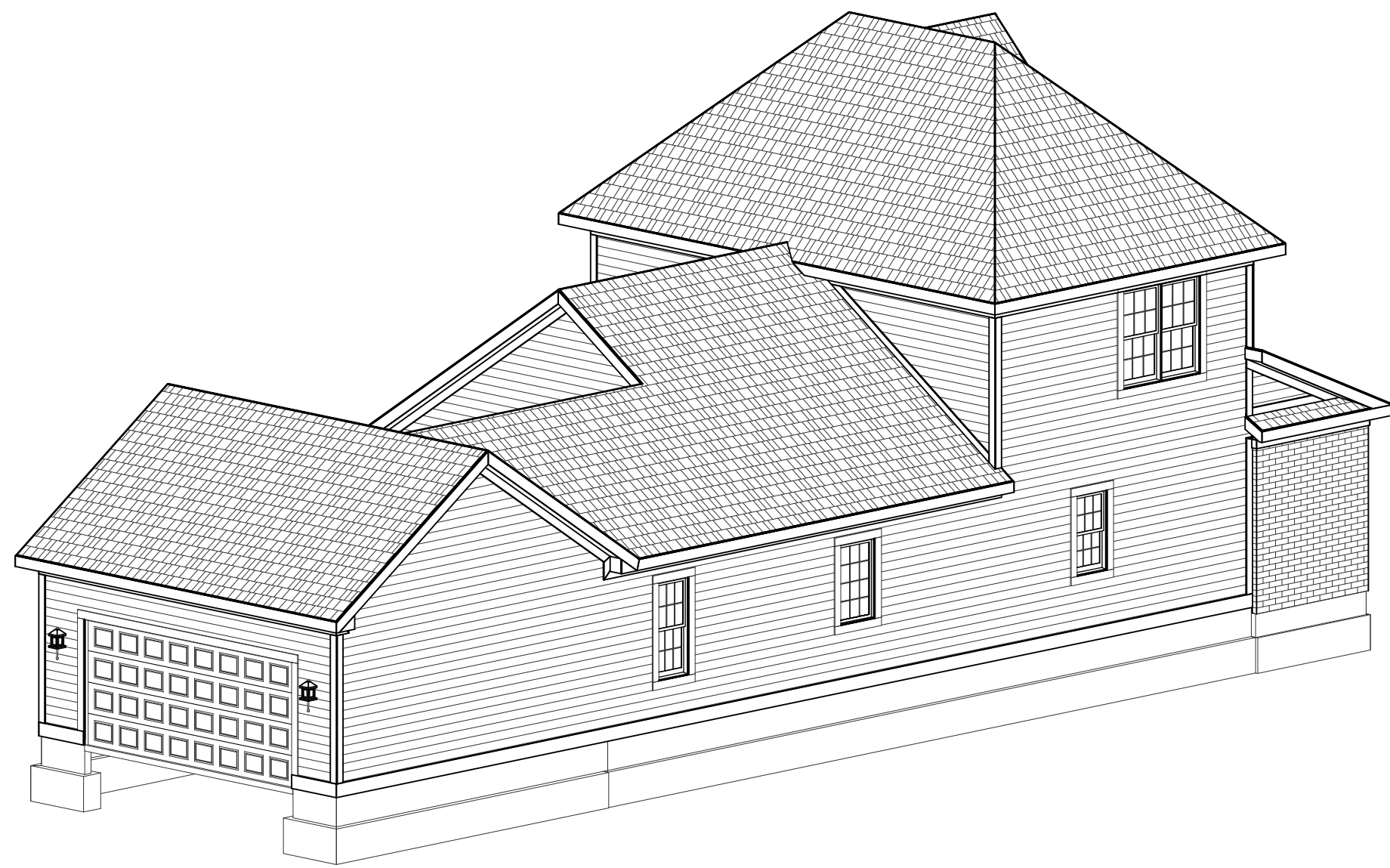
ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



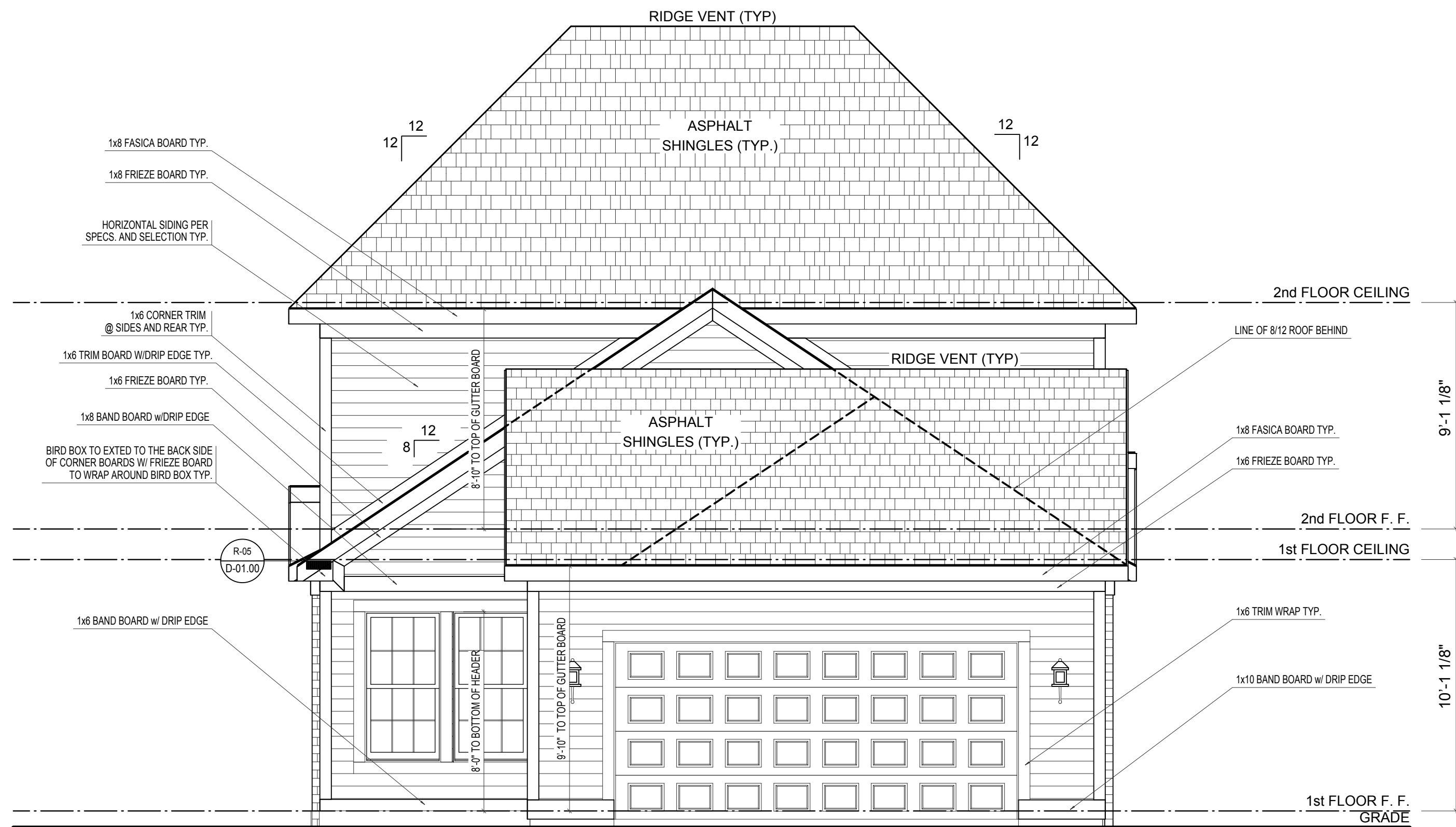
PRINT DATE: 09/10/2014		
EH_1060	FOR:	Estridge Homes
	LOCATION:	1060
SHEET NUMBER		
A-01		



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

ELEVATION "B" BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE:
09/10/2014

EH_1060

FOR: Estridge Homes

LOCATION: 1060

SHEET NUMBER

A-02



SCALE: 1/4"=1'-0"



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A-03

CGVisions 2004 PLAN CREATION DATE 05/06/2014



ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



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PRINT DATE:
09/10/2014

EH 1060

FOR:
Estridge Homes

1060 LOCATIONS

SHEET NUMBER

A-04

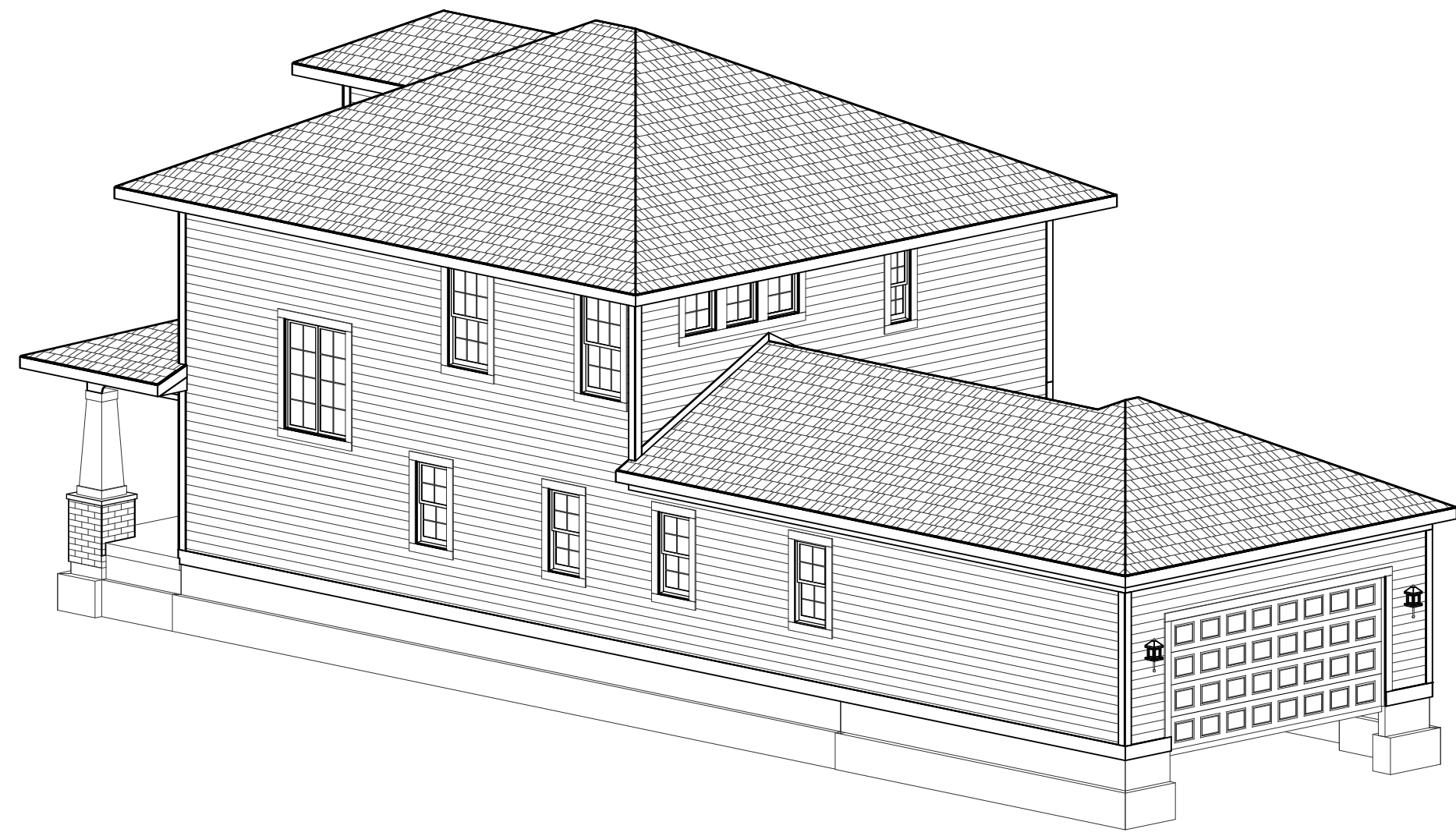


SCALE: 1/4"=1'-0"

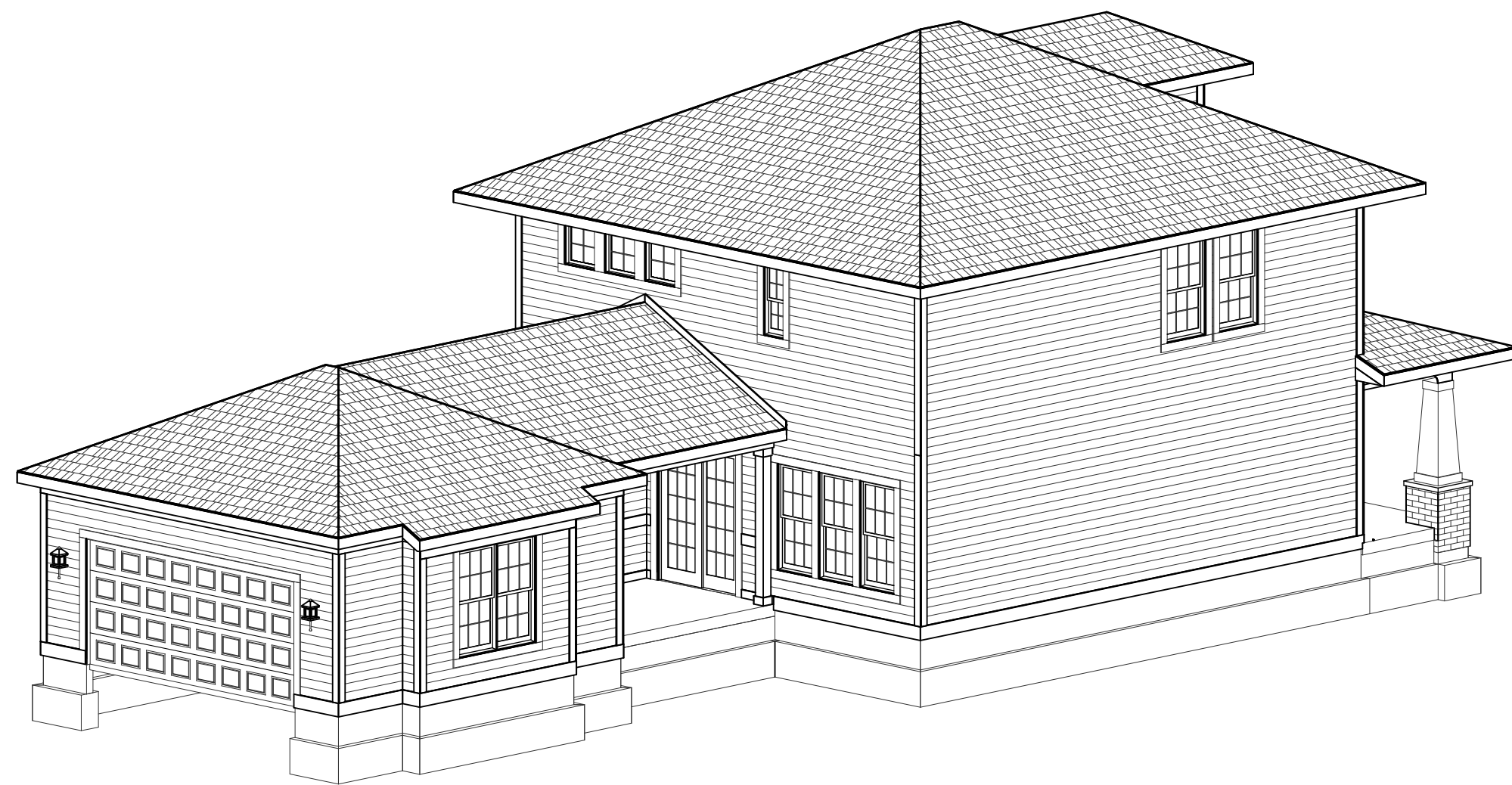


© Estridae Homes 09/12/2014

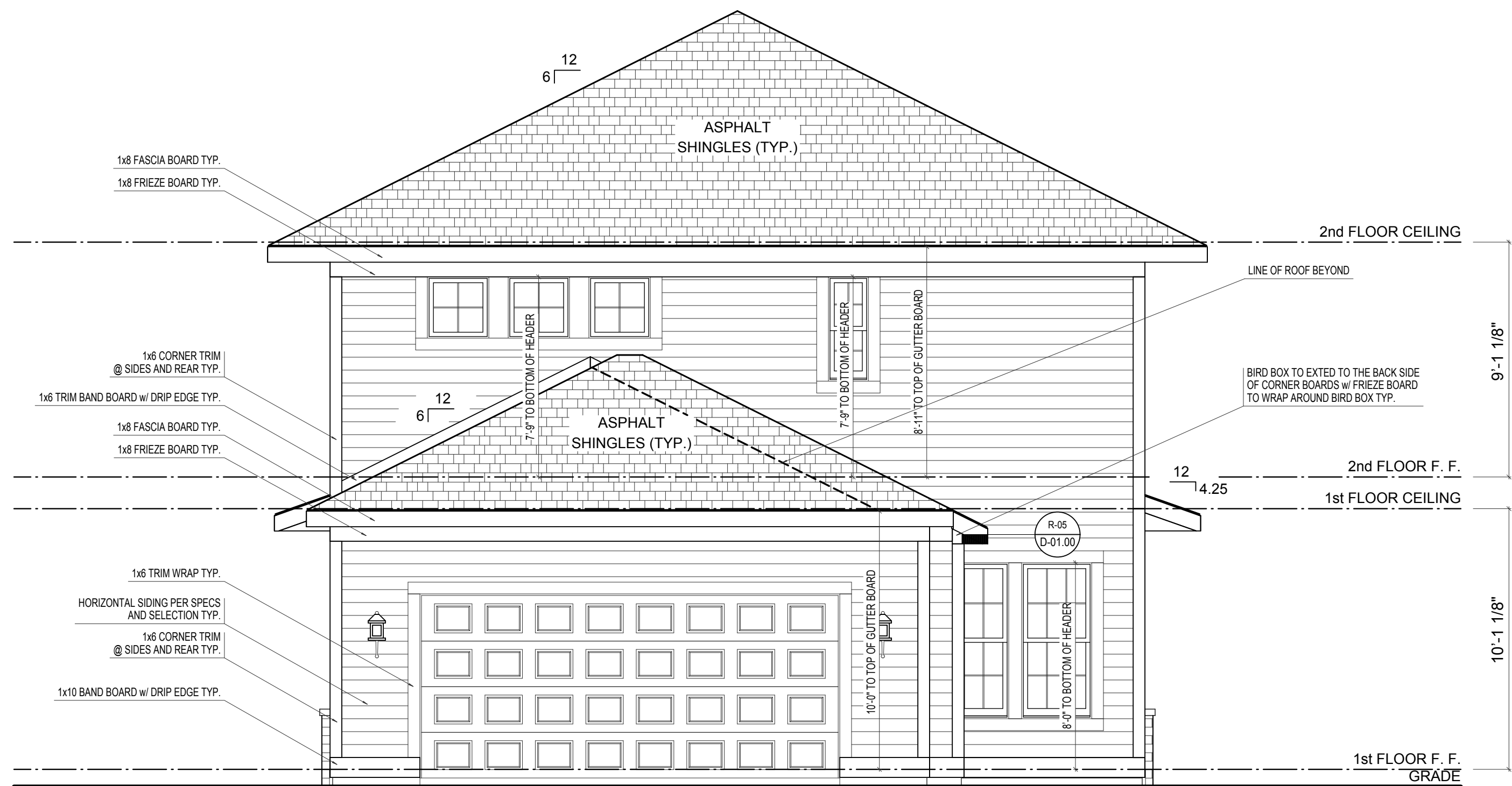
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

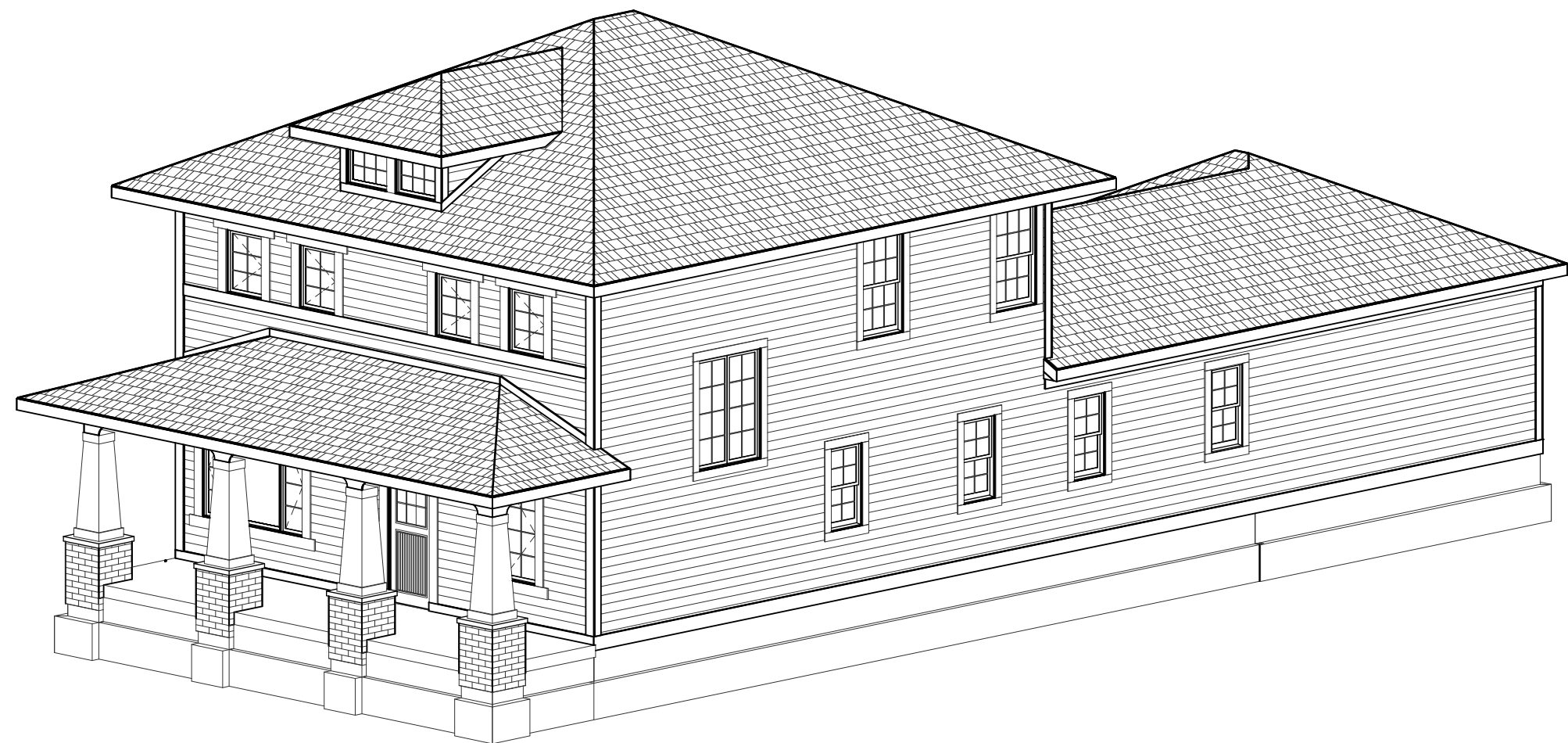
ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

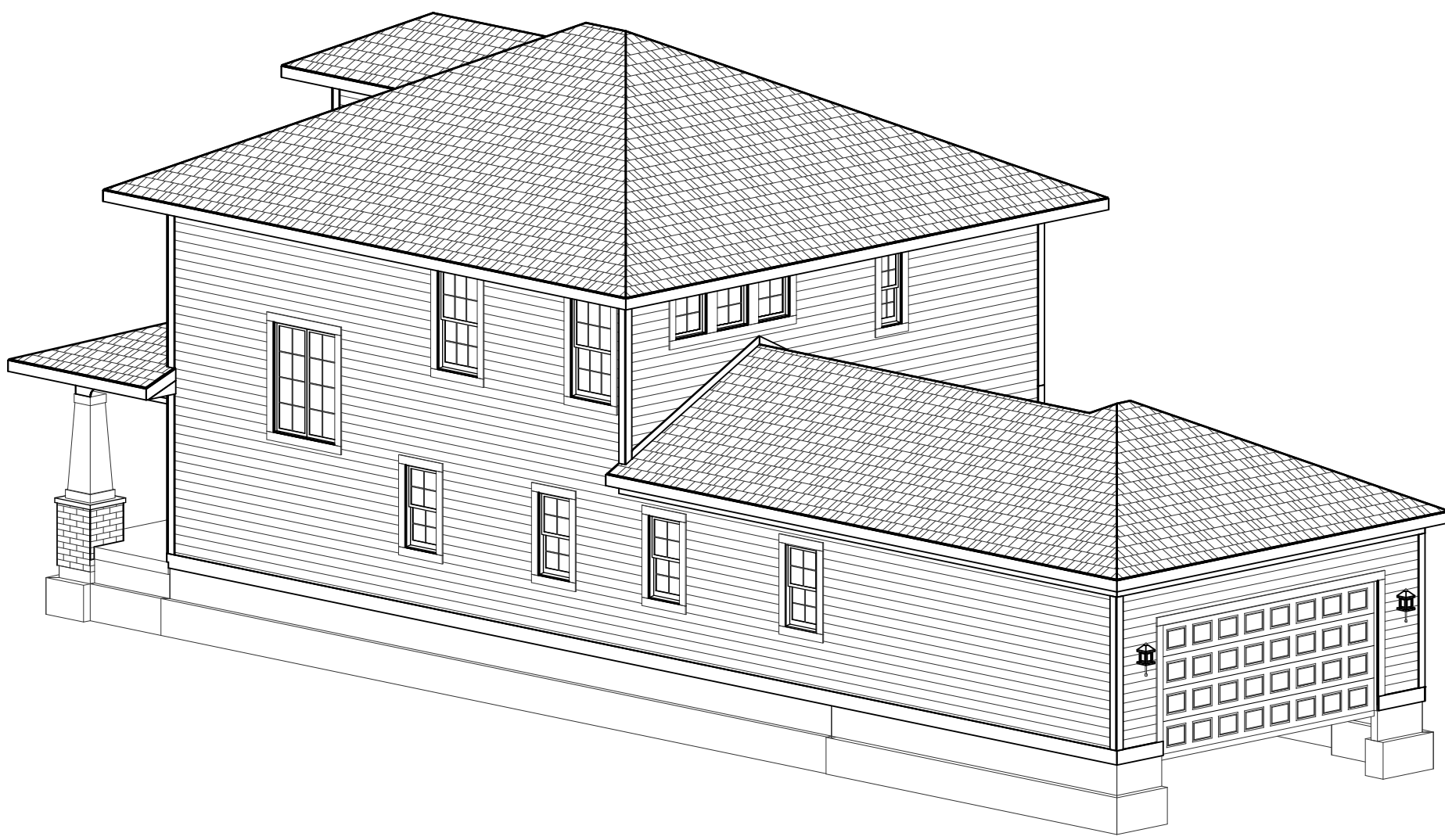
ELEVATION A		REV. NO.	DATE	REMARKS
GARAGE REAR				



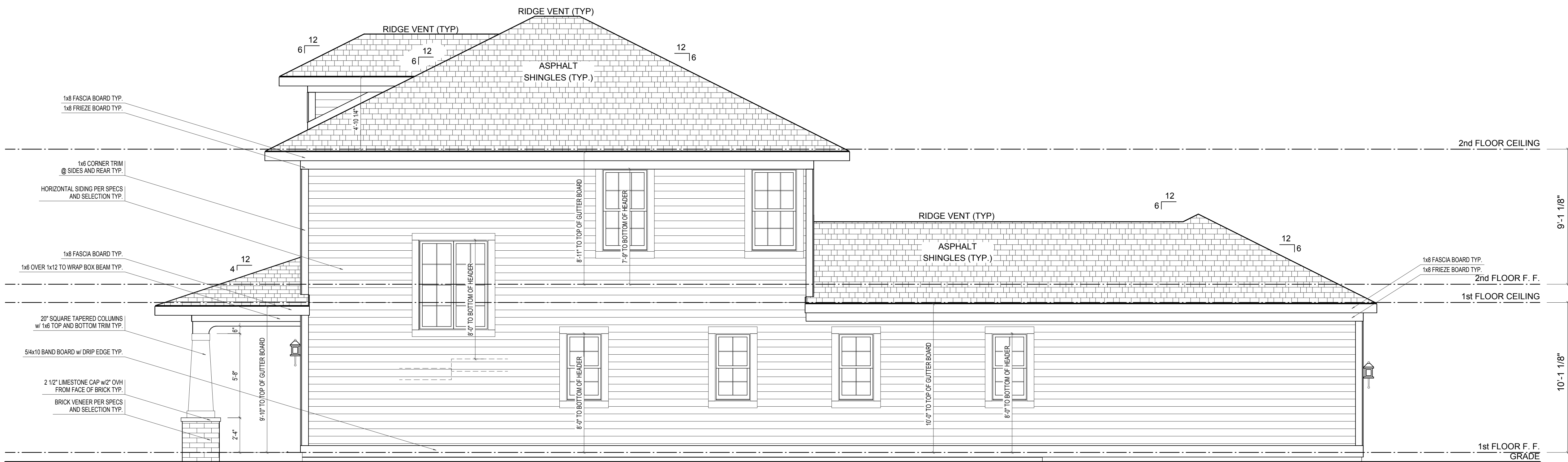
EH_1075		PRINT DATE: 09/12/2014	
FOR:	Estridge Homes	LOCATION:	
SHEET NUMBER		A-02	



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'A' BASE FINAL

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1075

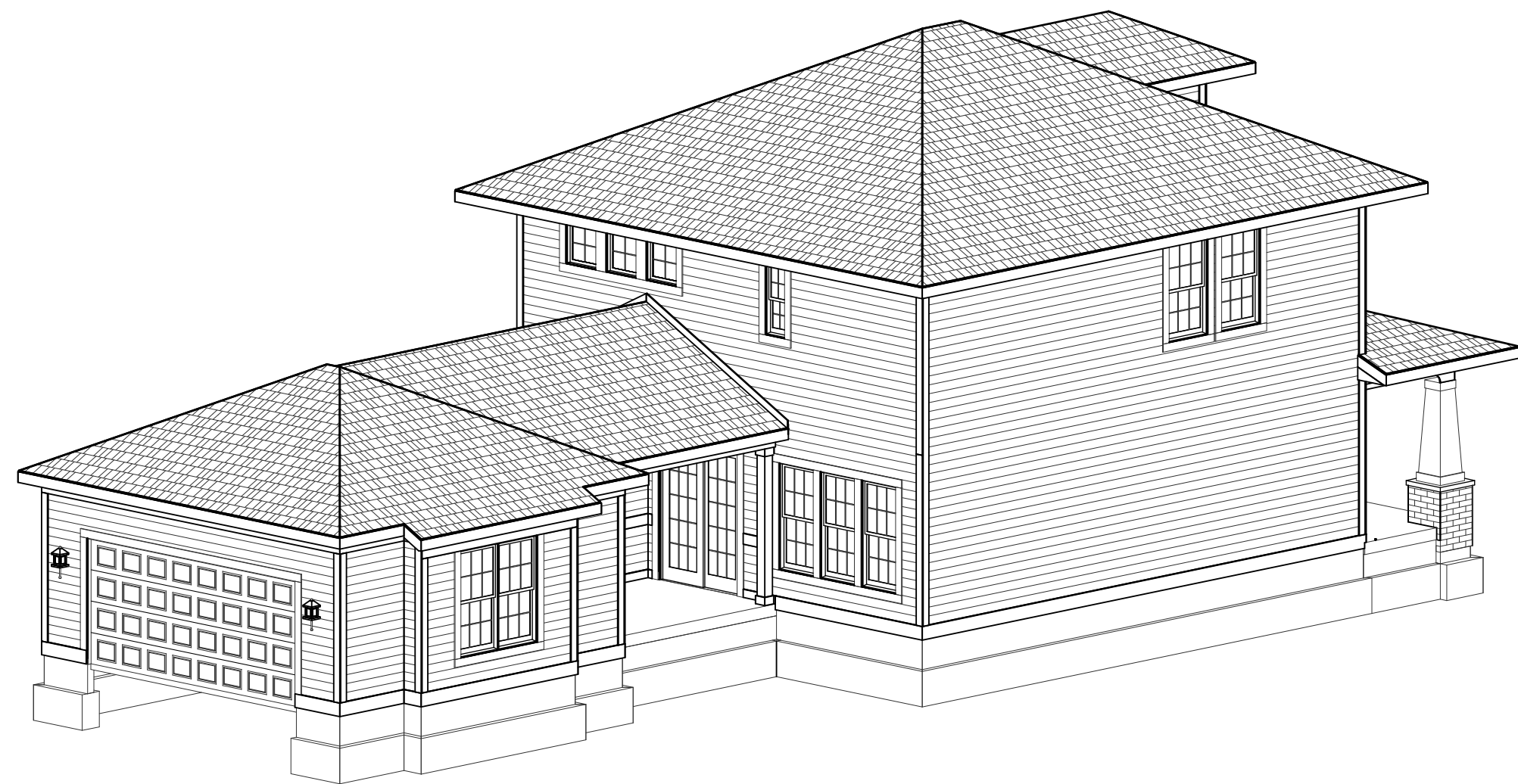
FOR: Estridge Homes

LOCATION:

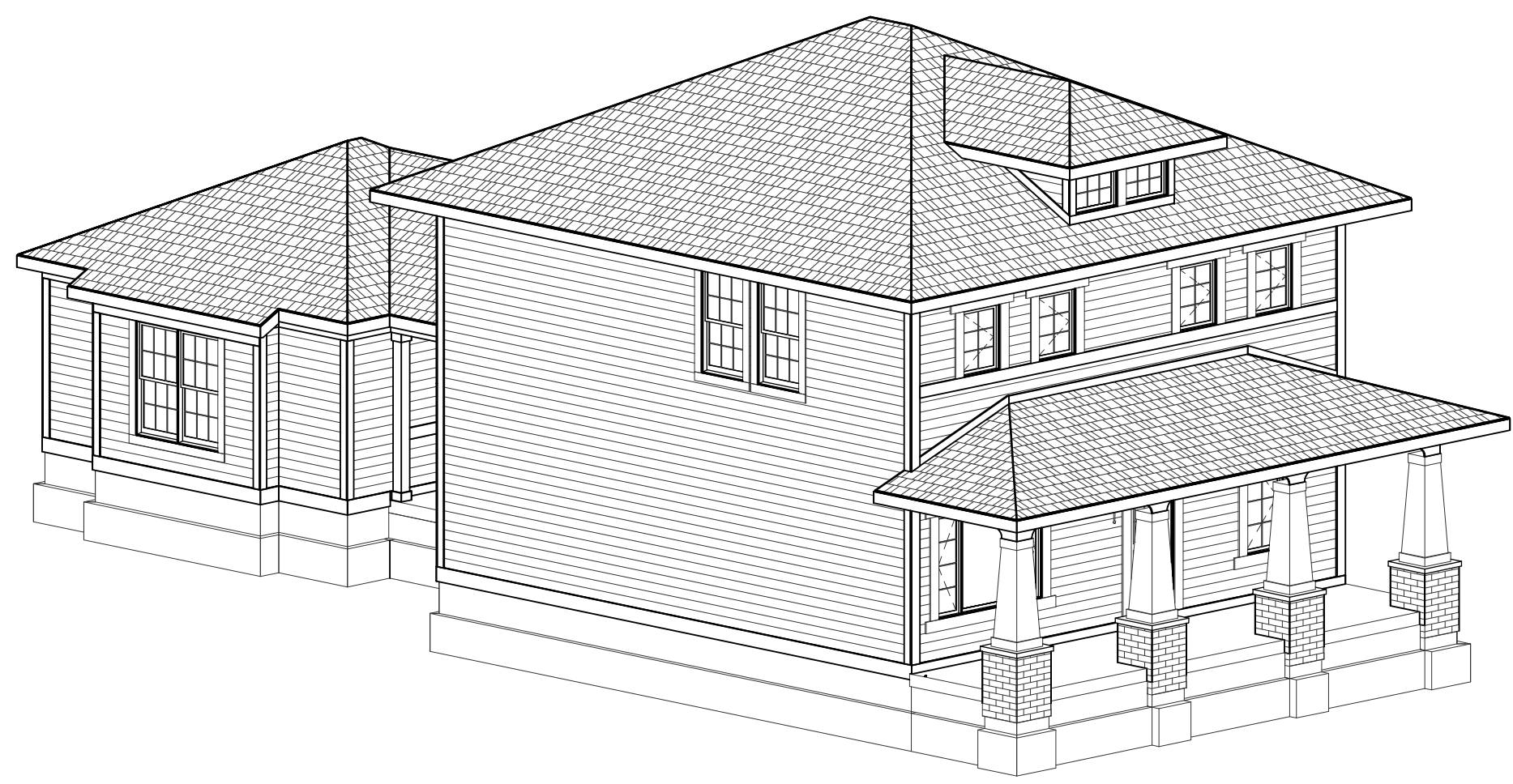
PRINT DATE:
09/12/2014

SHEET NUMBER

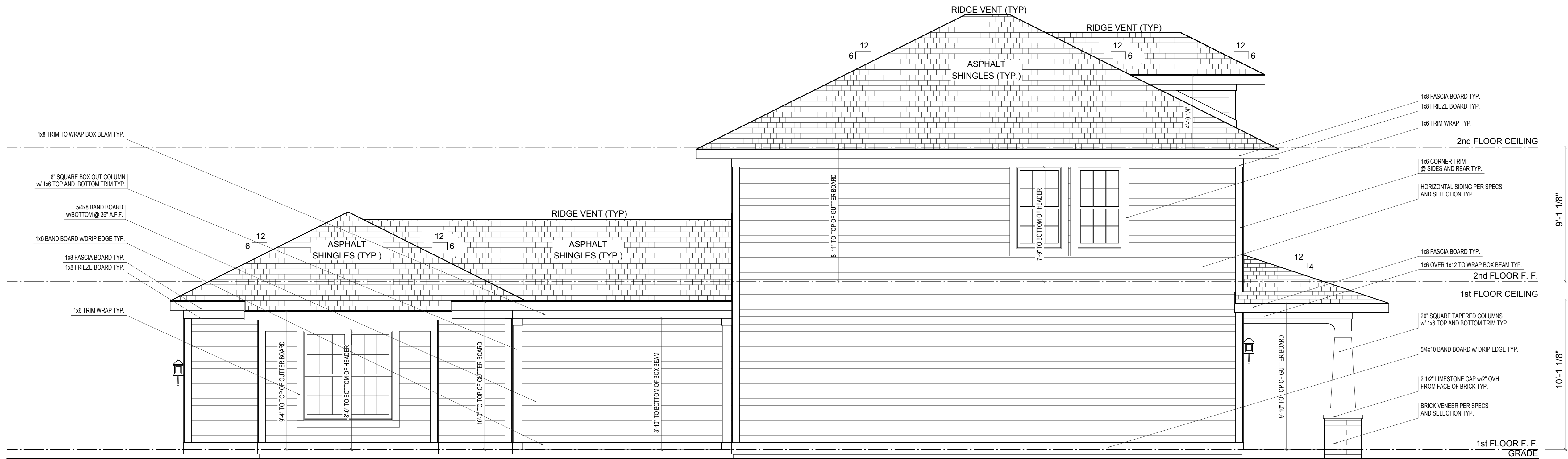
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'A' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



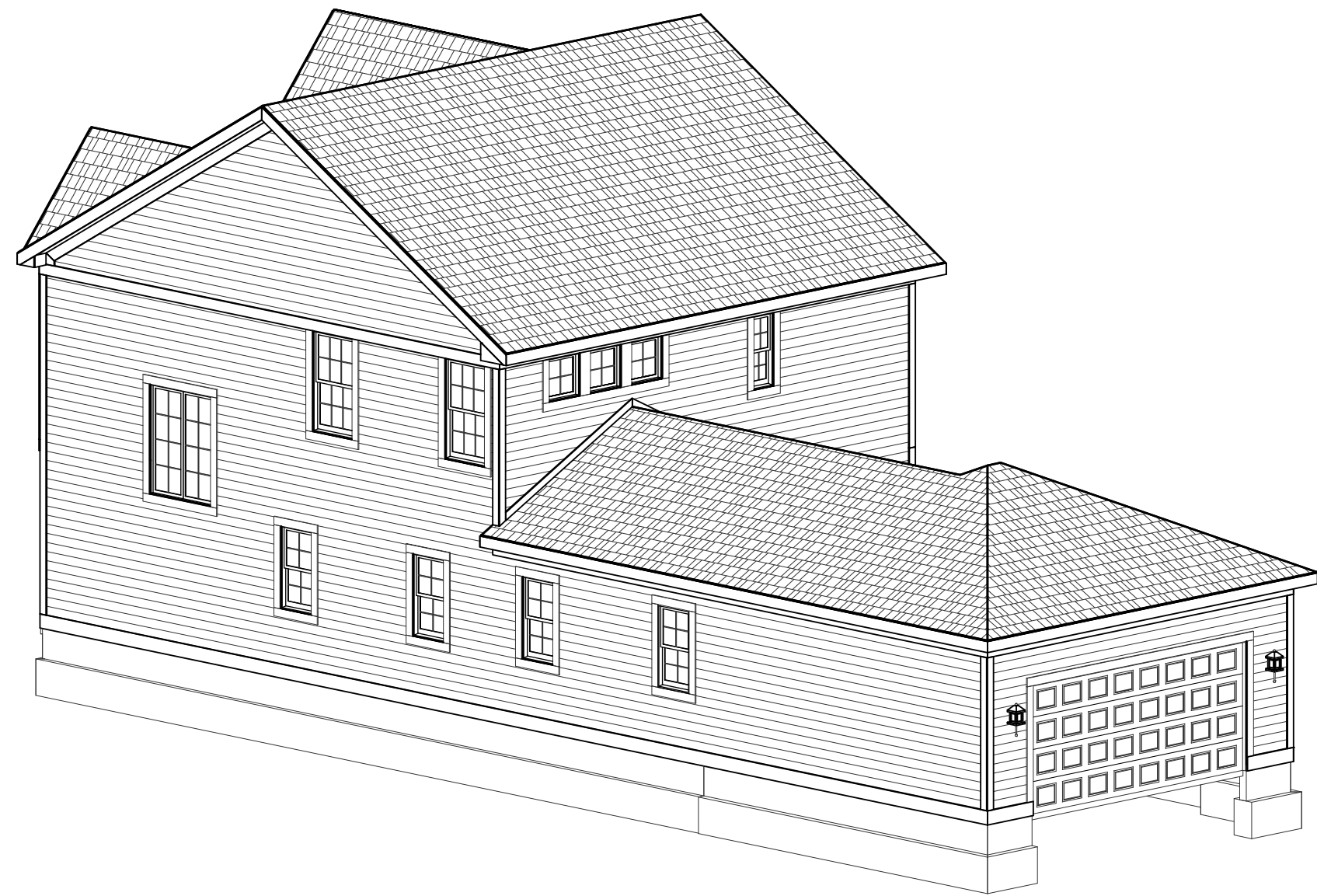
PRINT DATE: 09/12/2014		
EH_1075	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		



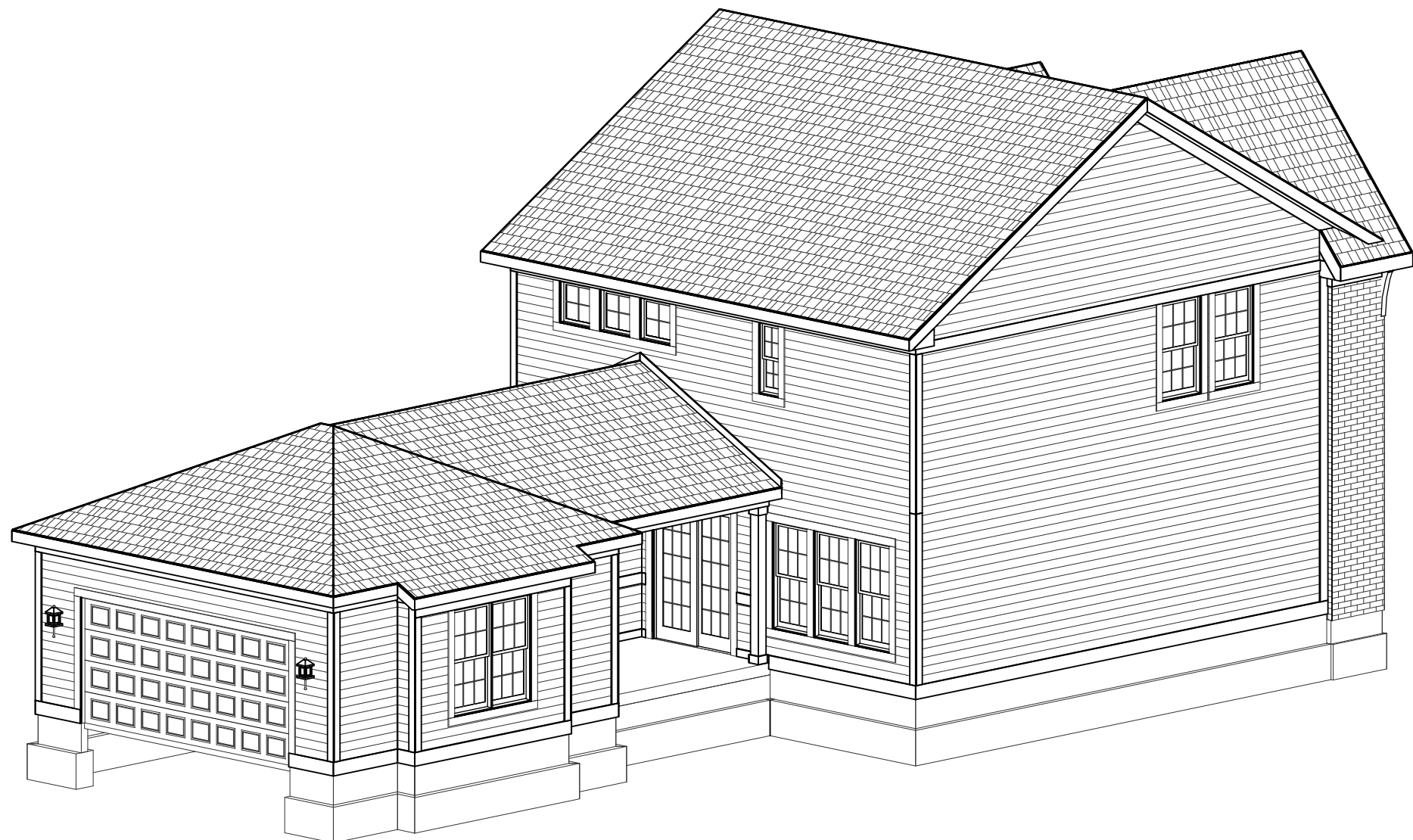
SCALE: 1/4"=1'-0"

PRINT DATE: 10/08/2014			
EH_1075	FOR:	Estridge Homes	
	LOCATION:		
	SHEET NUMBER		
A-01			

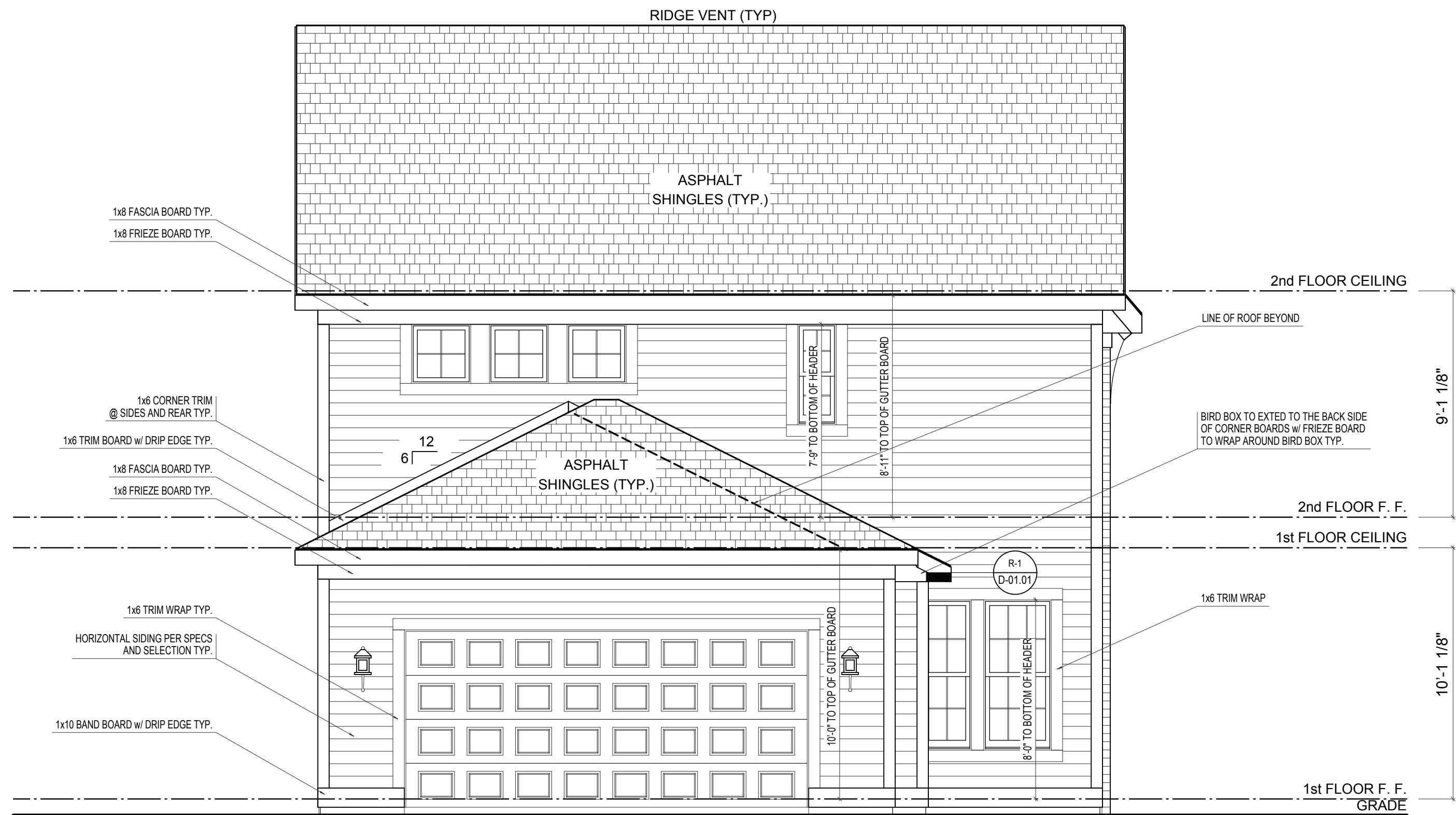
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

SCALE: 1/4"=1'-0"

ELEVATION 'B' BASE FINAL

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



EH_1075		PRINT DATE: 10/08/2014	
FOR:	Estridge Homes	SHEET NUMBER	
LOCATION:			
A-02			

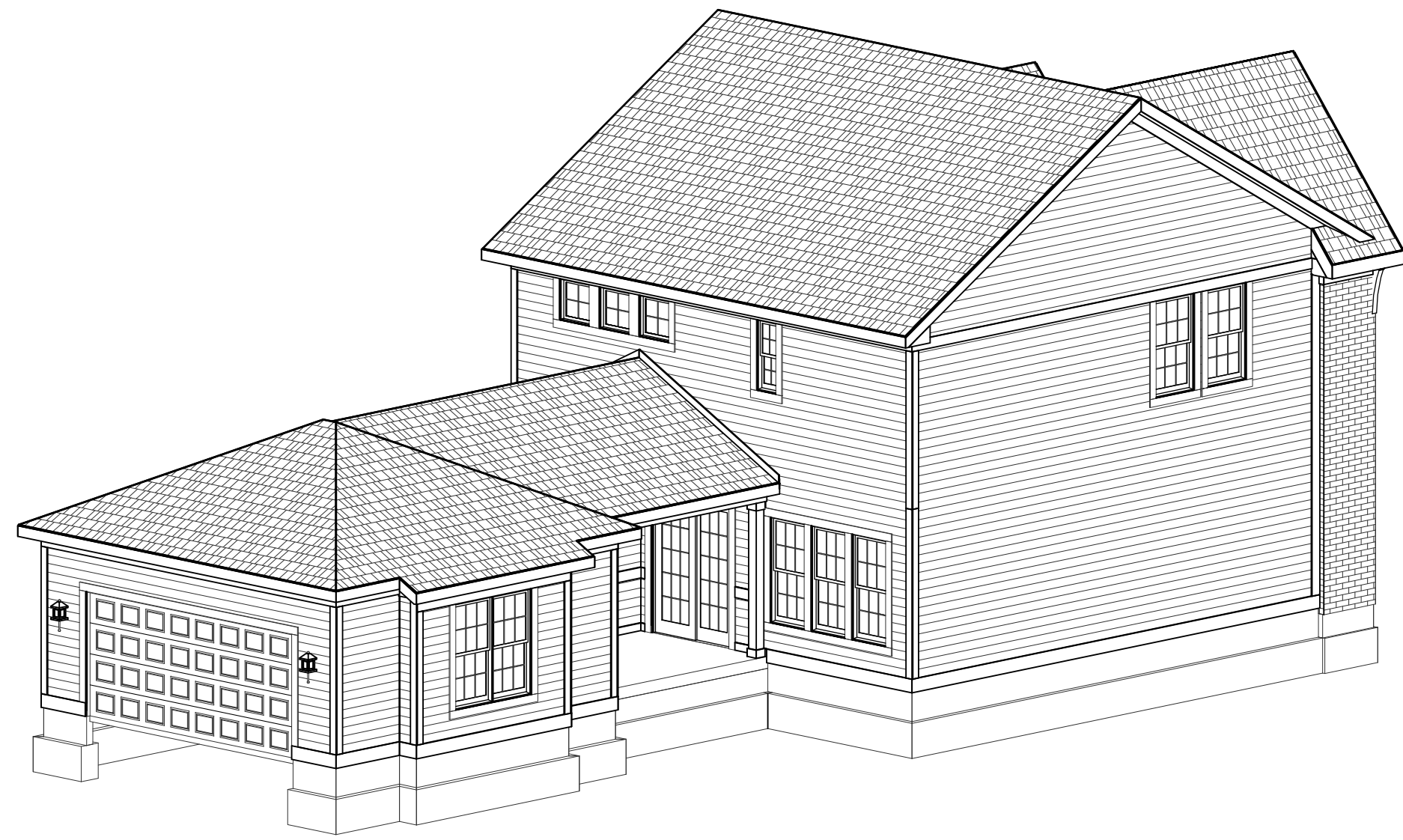


SCALE: 1/4"=1'-0"



PRINT DATE: 10/08/2014			
EH_1075	FOR: Estridge Homes	LOCATION:	
SHEET NUMBER A-03			

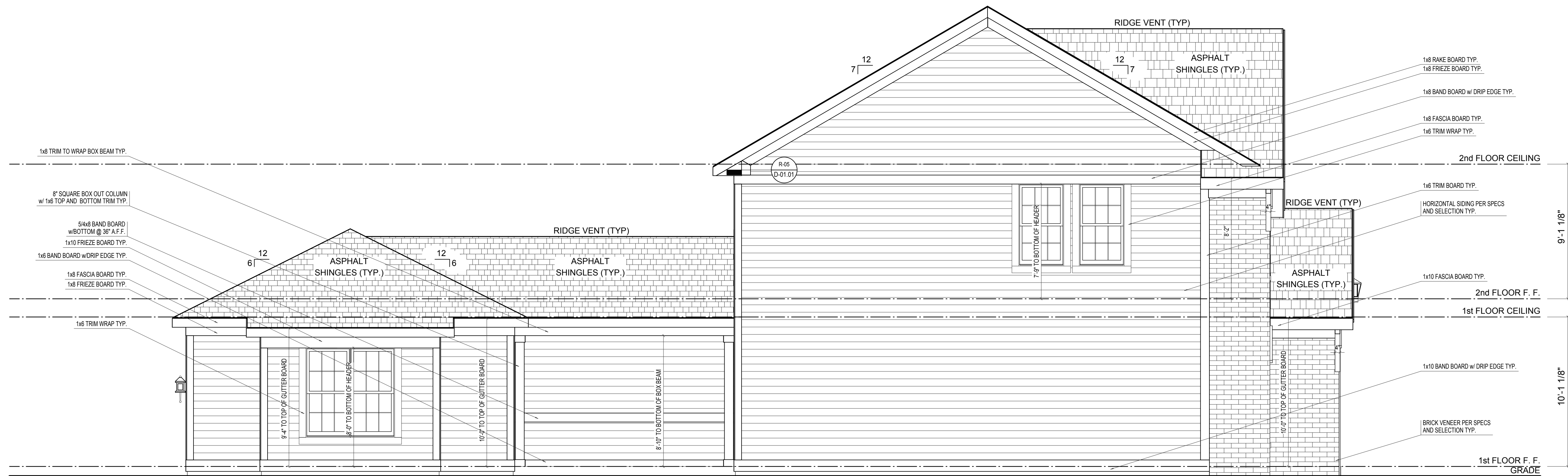
© CGVisions 2004 PLAN CREATION DATE 05/06/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

ELEVATION 'B' BASE FINAL

SCALE: 1/4"=1'-0"

ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



EH_1075		PRINT DATE: 10/08/2014	
FOR:	Estridge Homes		
LOCATION:			
SHEET NUMBER			
A-04			

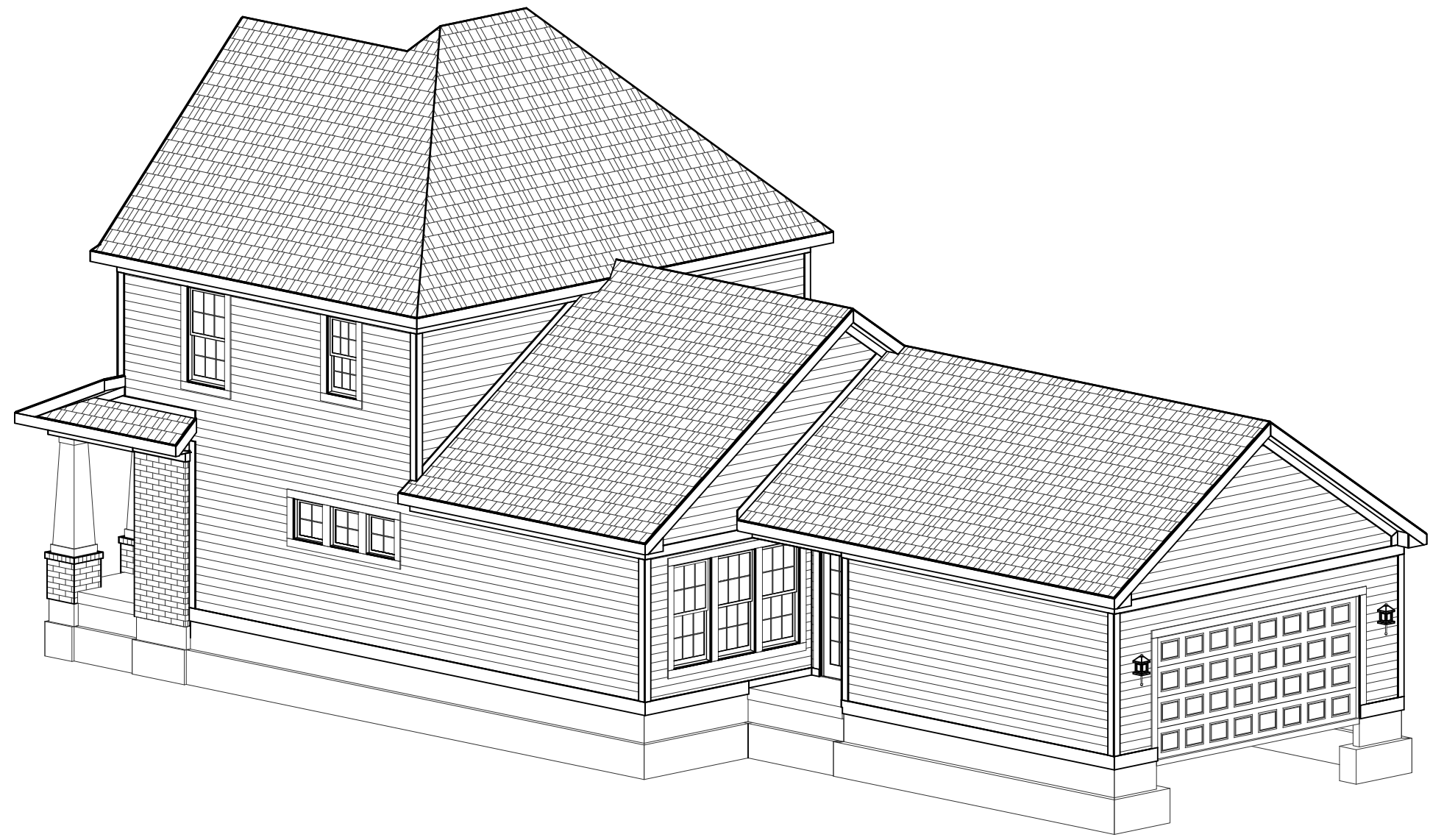


SCALE: 1/4"=1'-0"

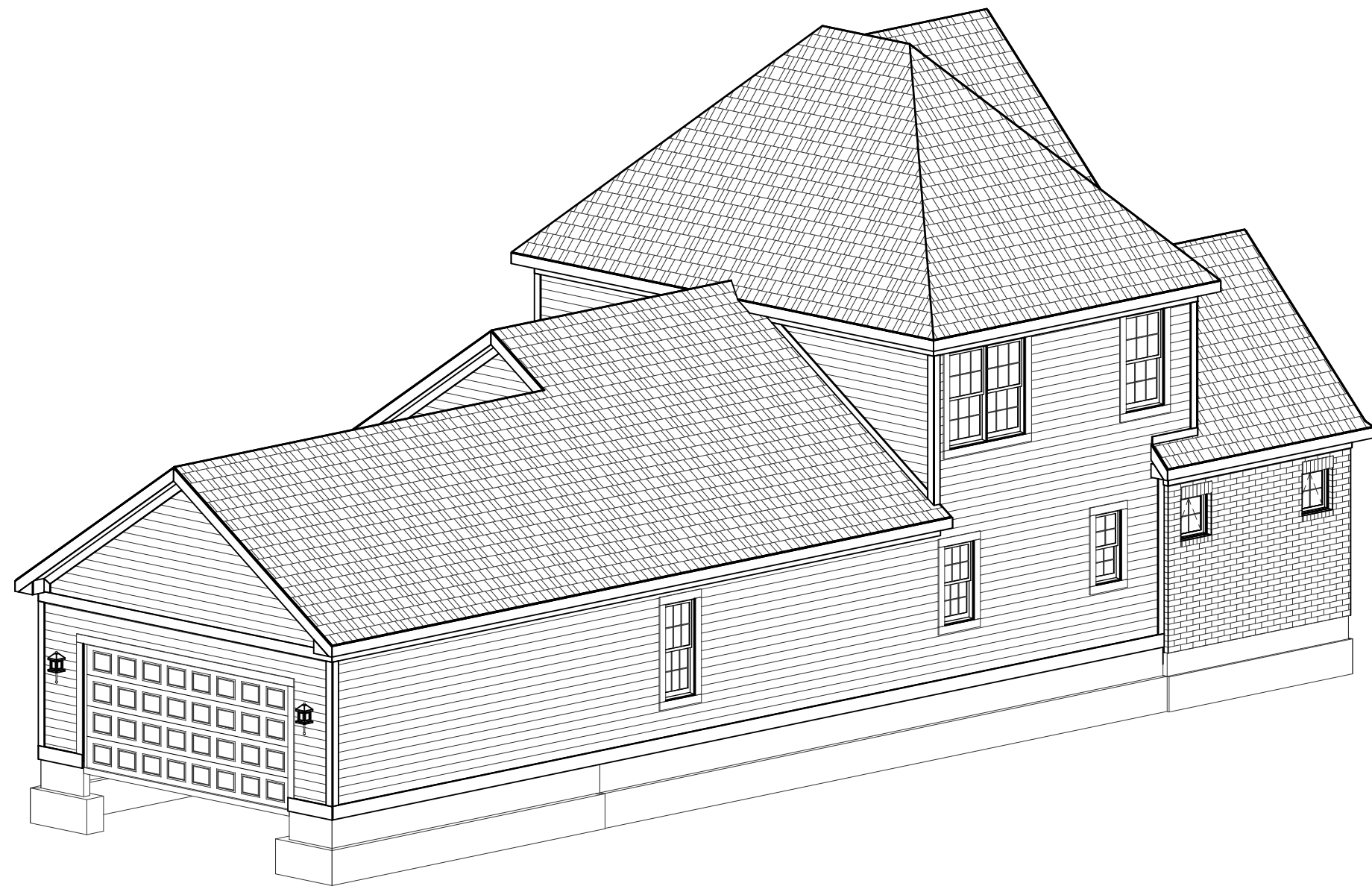
PRINT DATE: 08/01/2014	
EH_1090	
FOR: Estridge Homes	
LOCATION:	
SHEET NUMBER A-01	

© Estridge Homes 08/01/2014

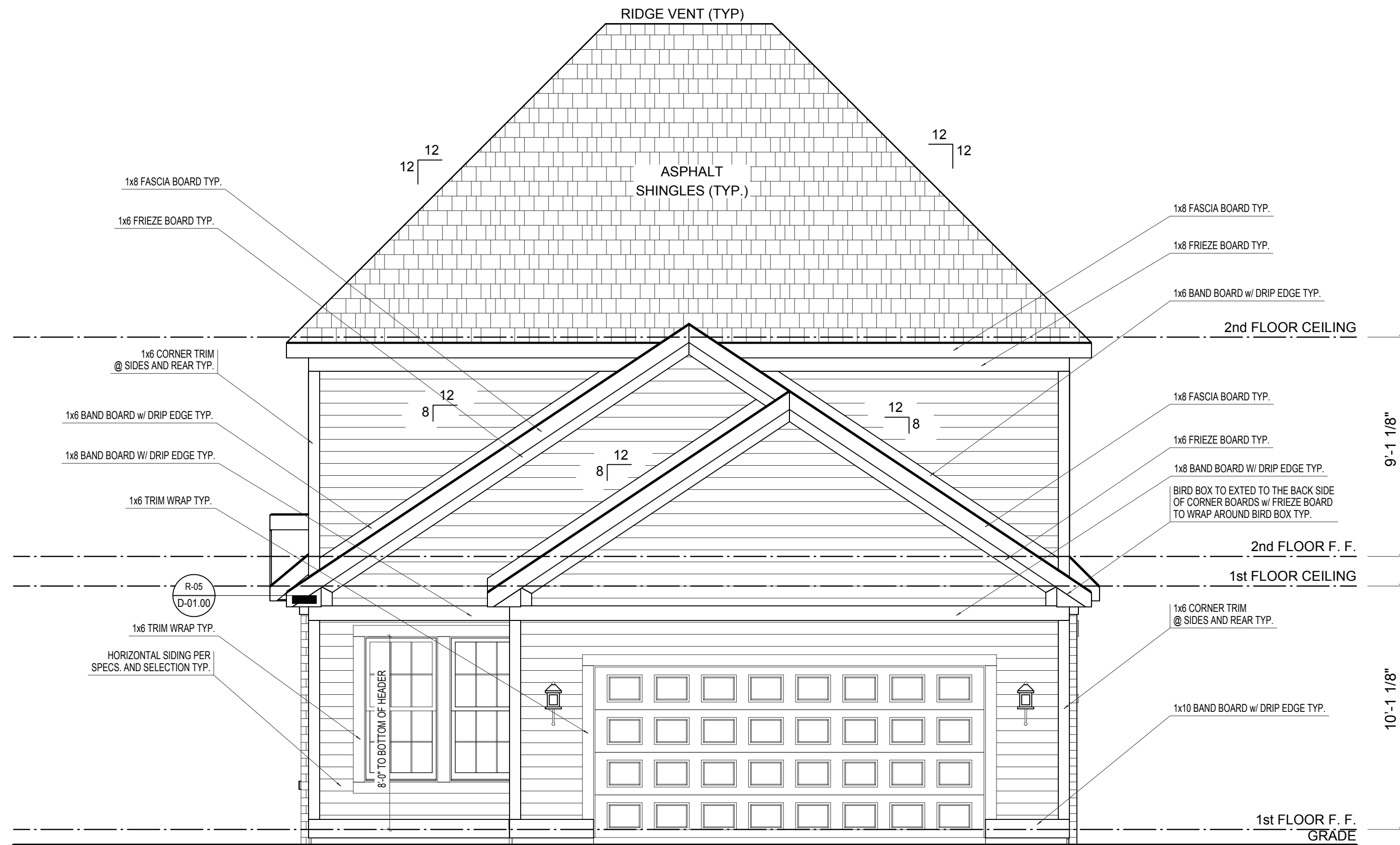
© CGVisions 2004 PLAN CREATION DATE 04/25/2014



REAR-RIGHT



REAR-LEFT



REAR ELEVATION

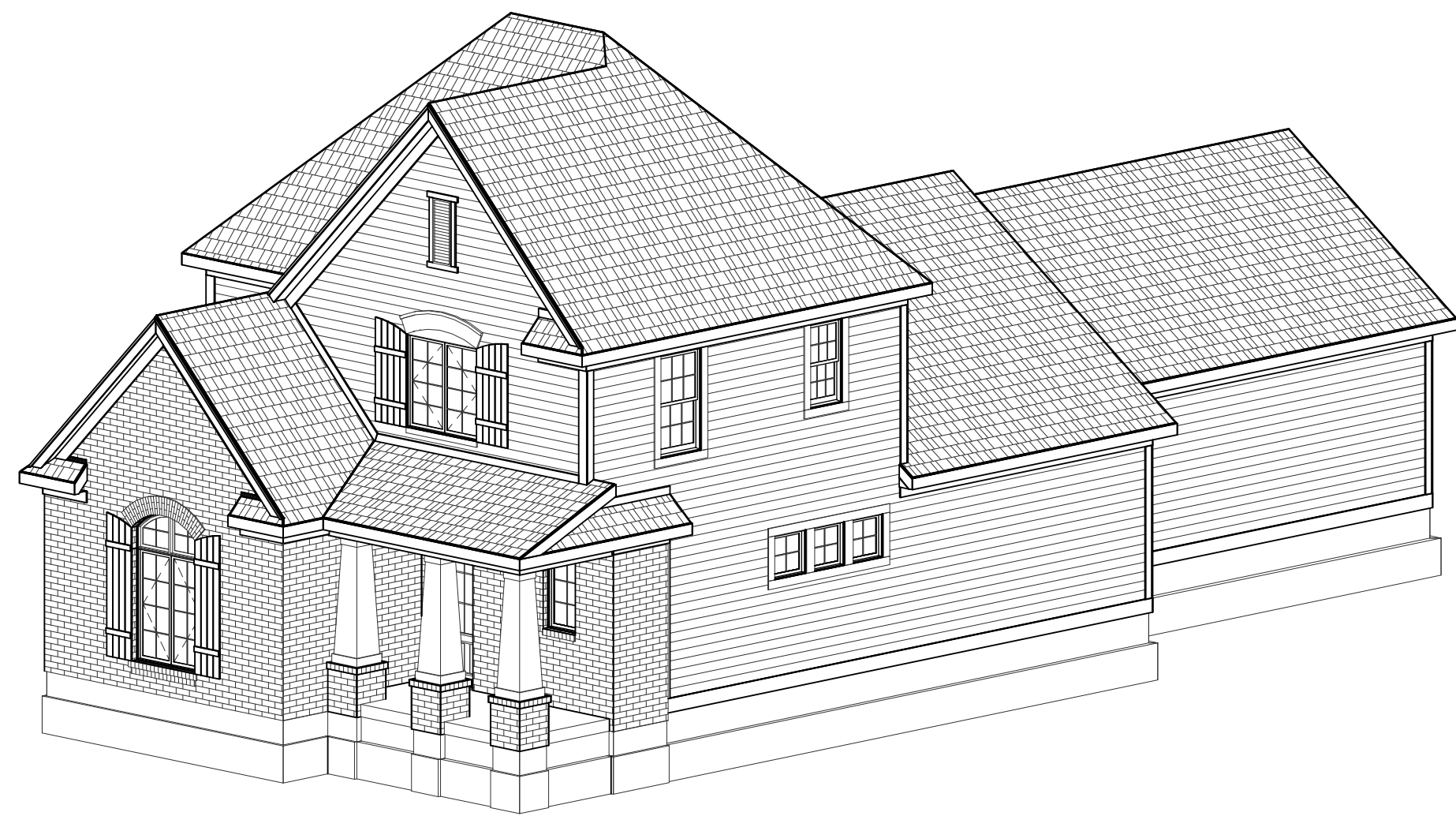
SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

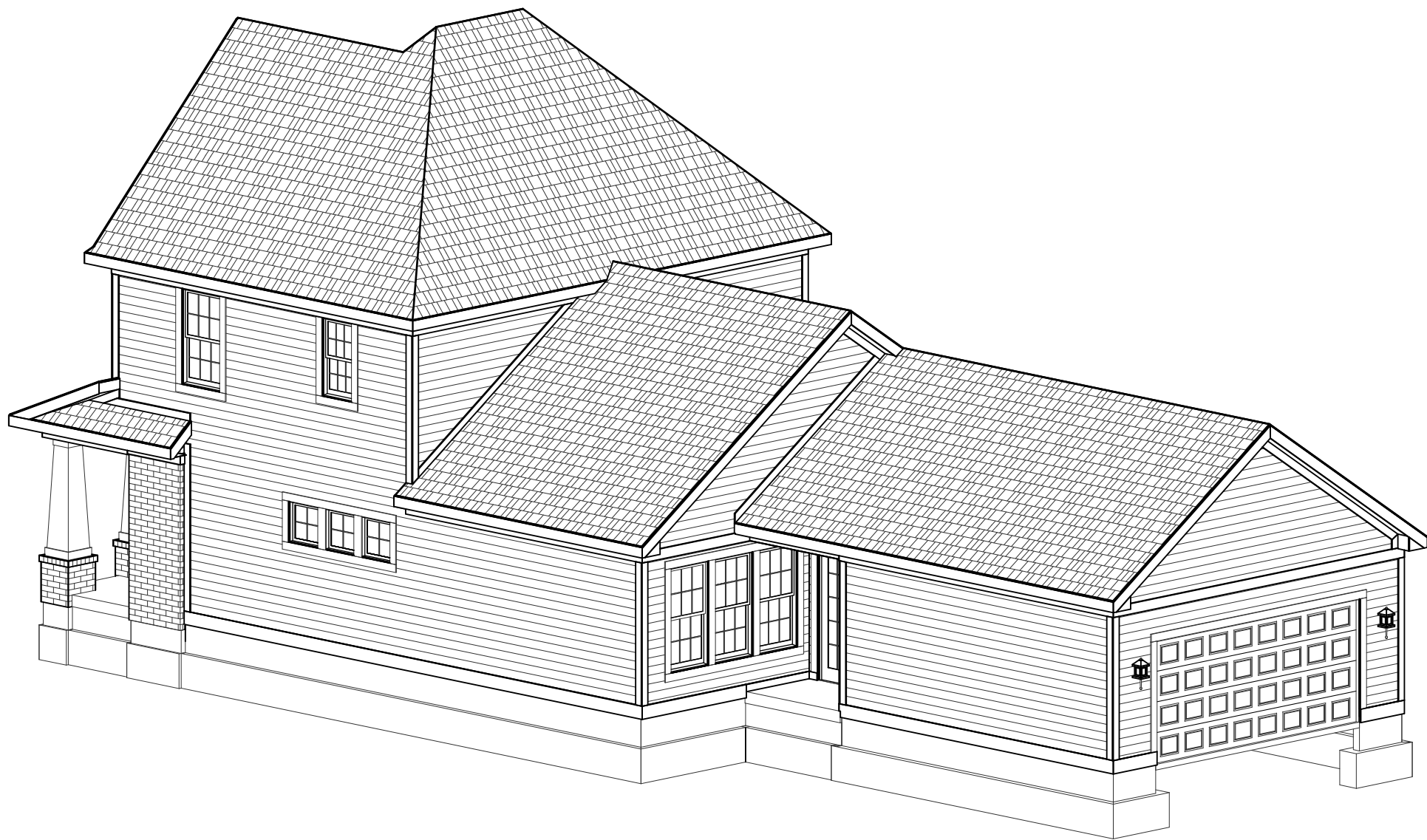
ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



EH_1090		PRINT DATE: 08/01/2014	
FOR:	Estridge Homes	SHEET NUMBER	
LOCATION:			
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

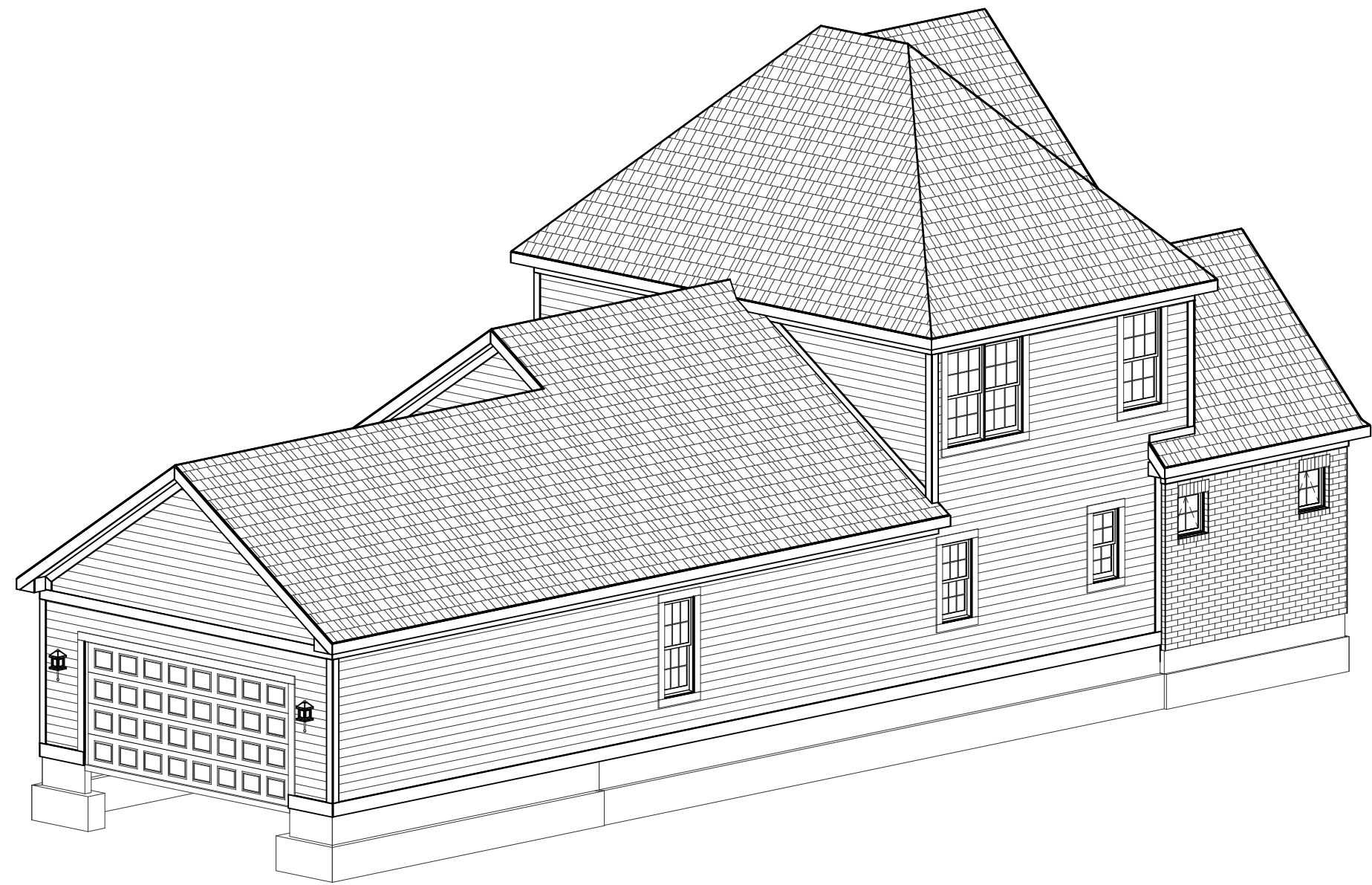
ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			

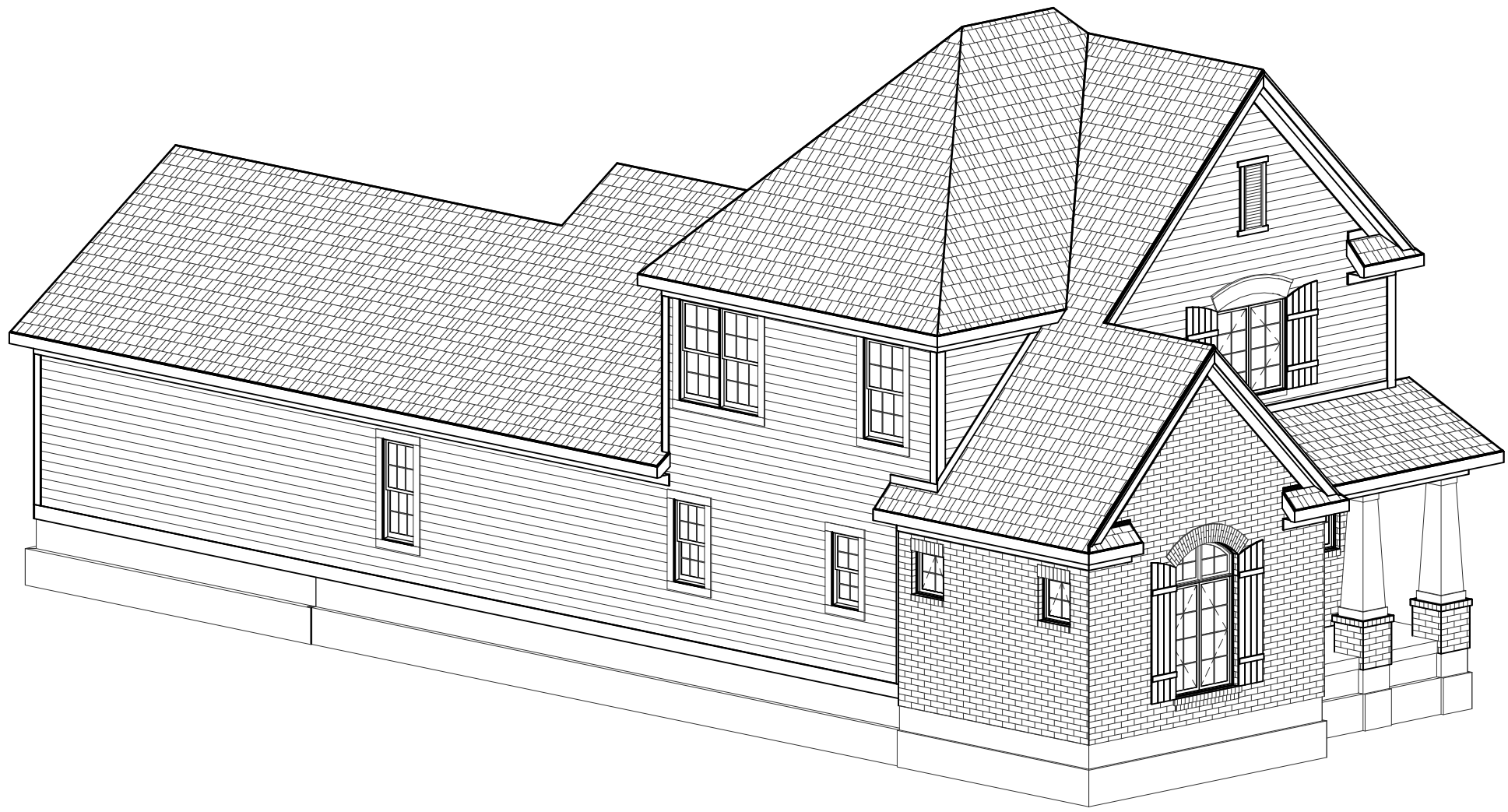


EH_1090		FOR: Estridge Homes	
		LOCATION:	
SHEET NUMBER		A-03	

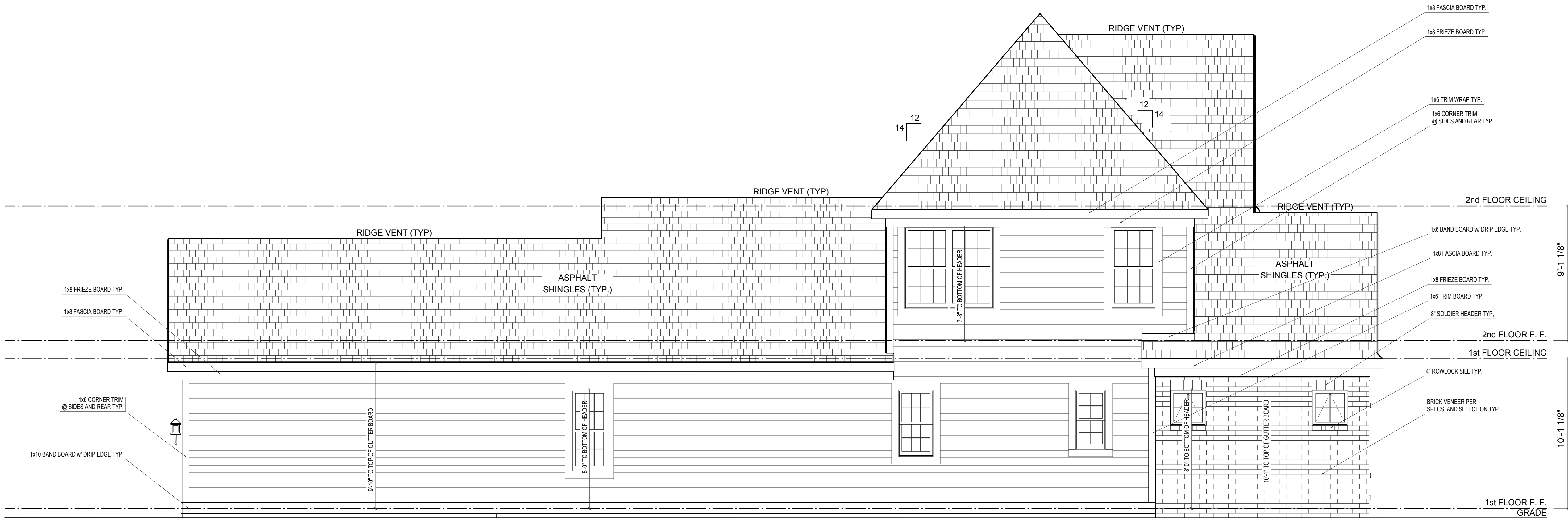
PRINT DATE: 08/01/2014



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

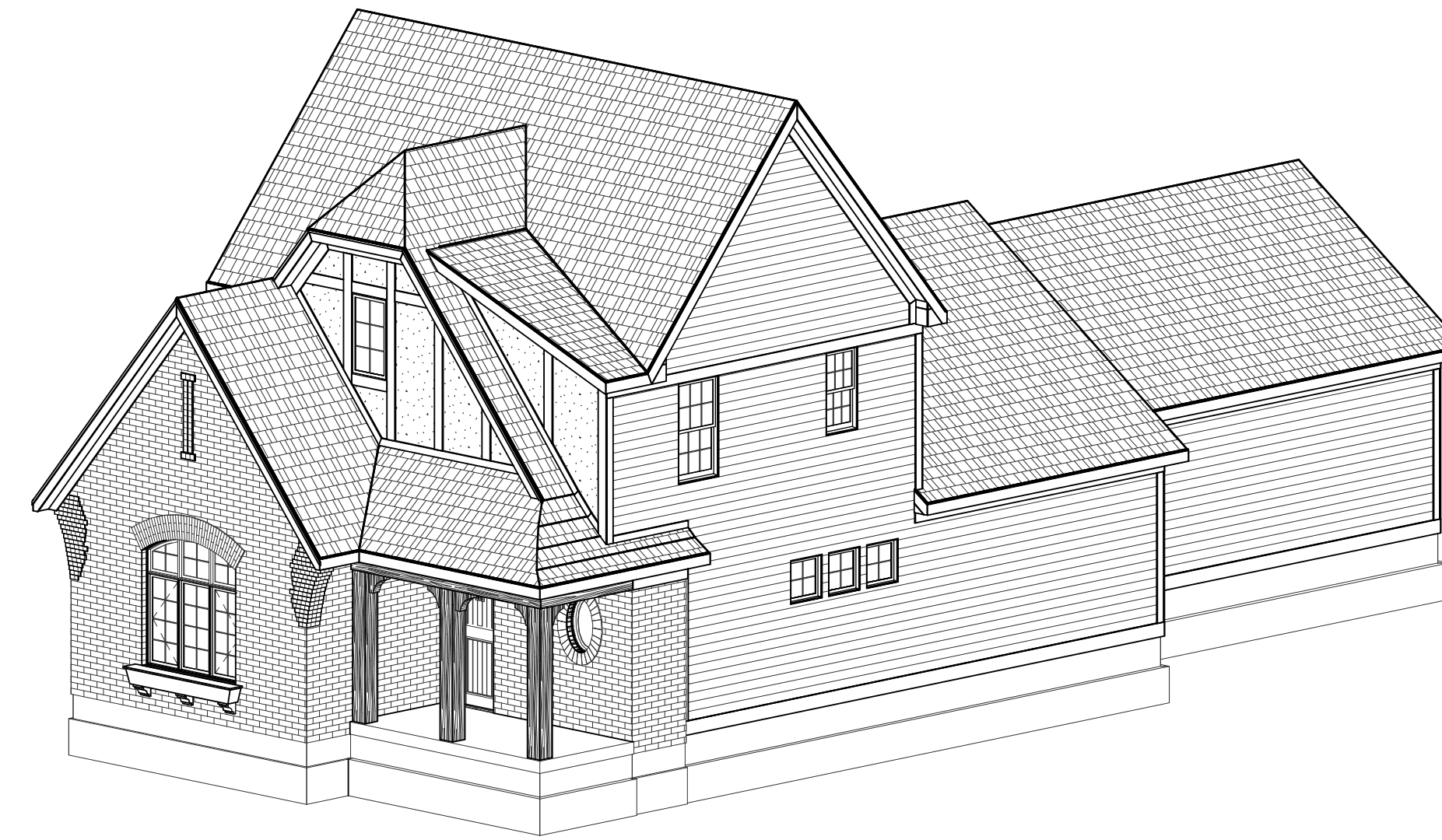
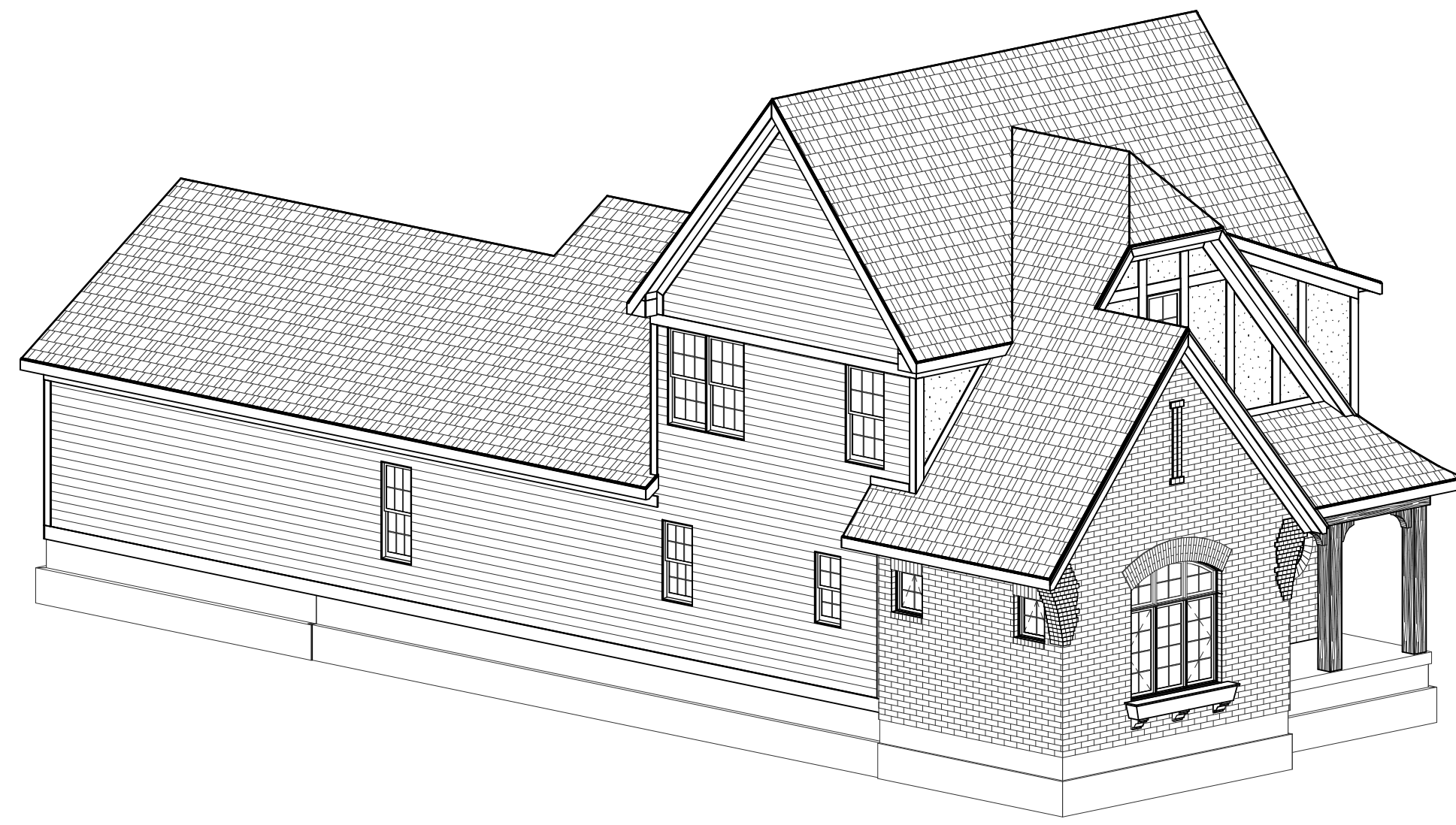
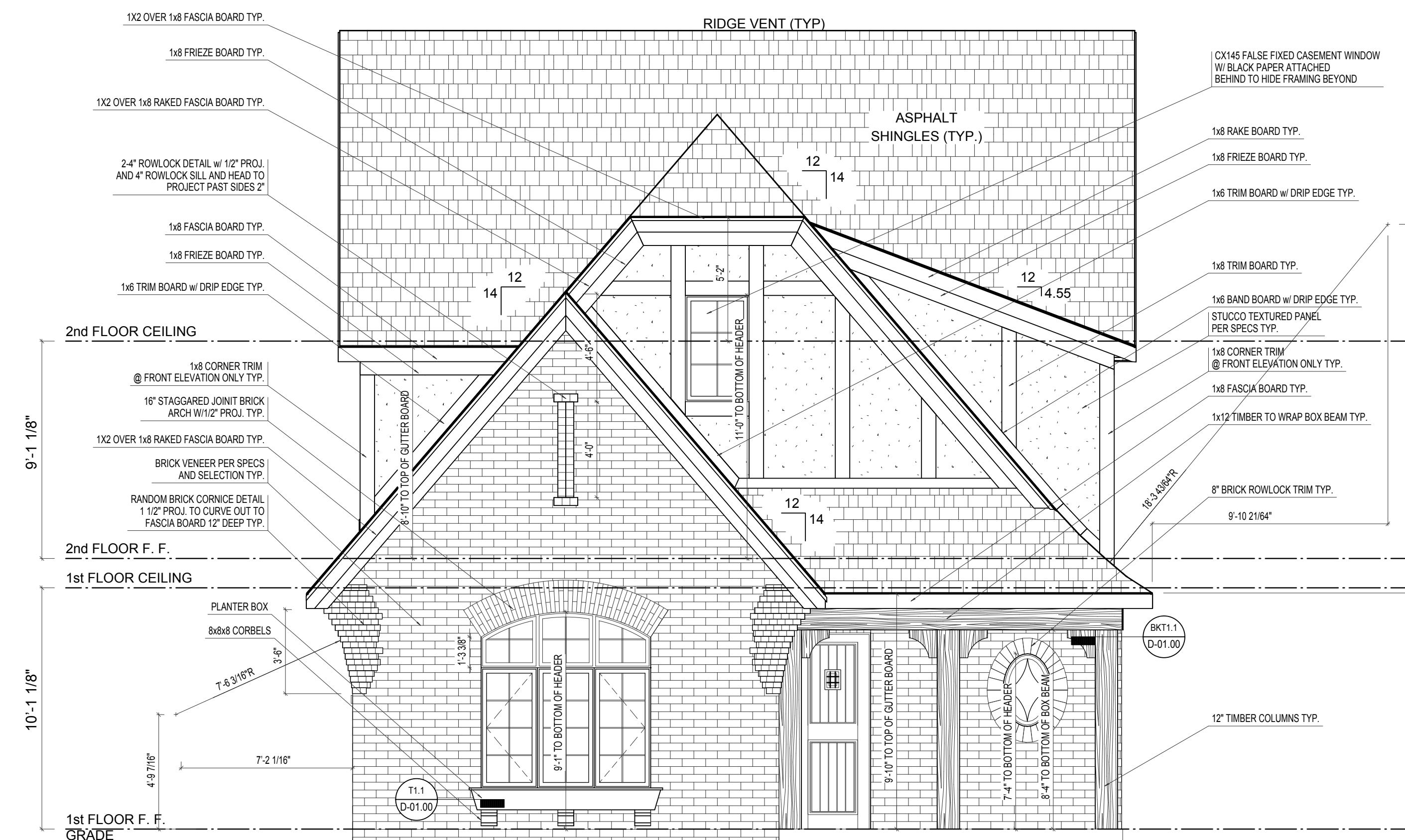
SCALE: 1/4"=1'-0"

ELEVATION REVIEW ONLY

ELEVATION A	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 08/01/2014			
EH_1090	FOR:	Estridge Homes	LOCATION:
	SHEET NUMBER		
	A-04		

[illegible]

FRONT ELEVATION

SCALE: 1/4"=1'-0"



© Estridge Homes 06/10/2014

PRINT DATE:
06/10/2014

EH_1090

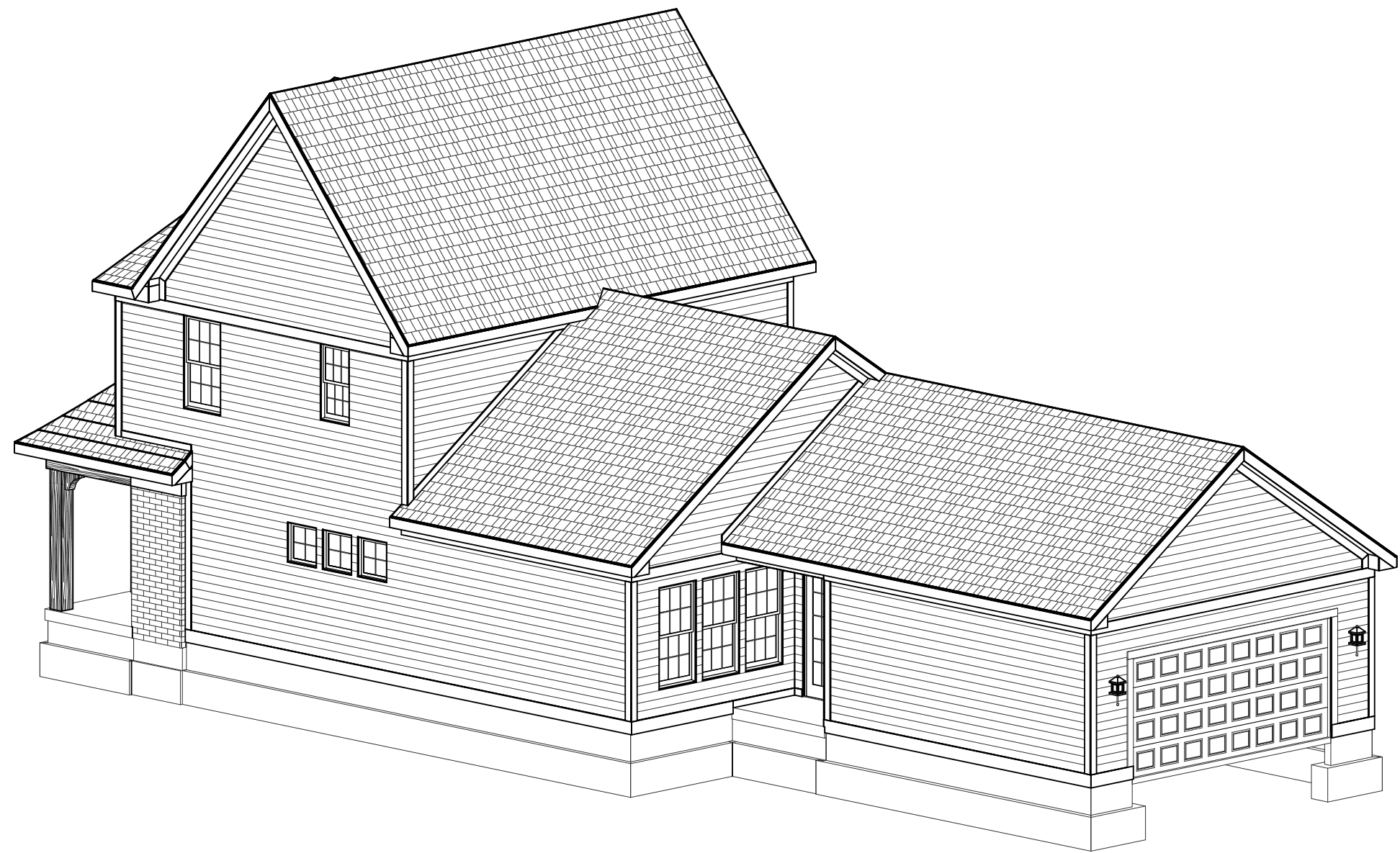
FOR: Estridge Homes

LOCATION:

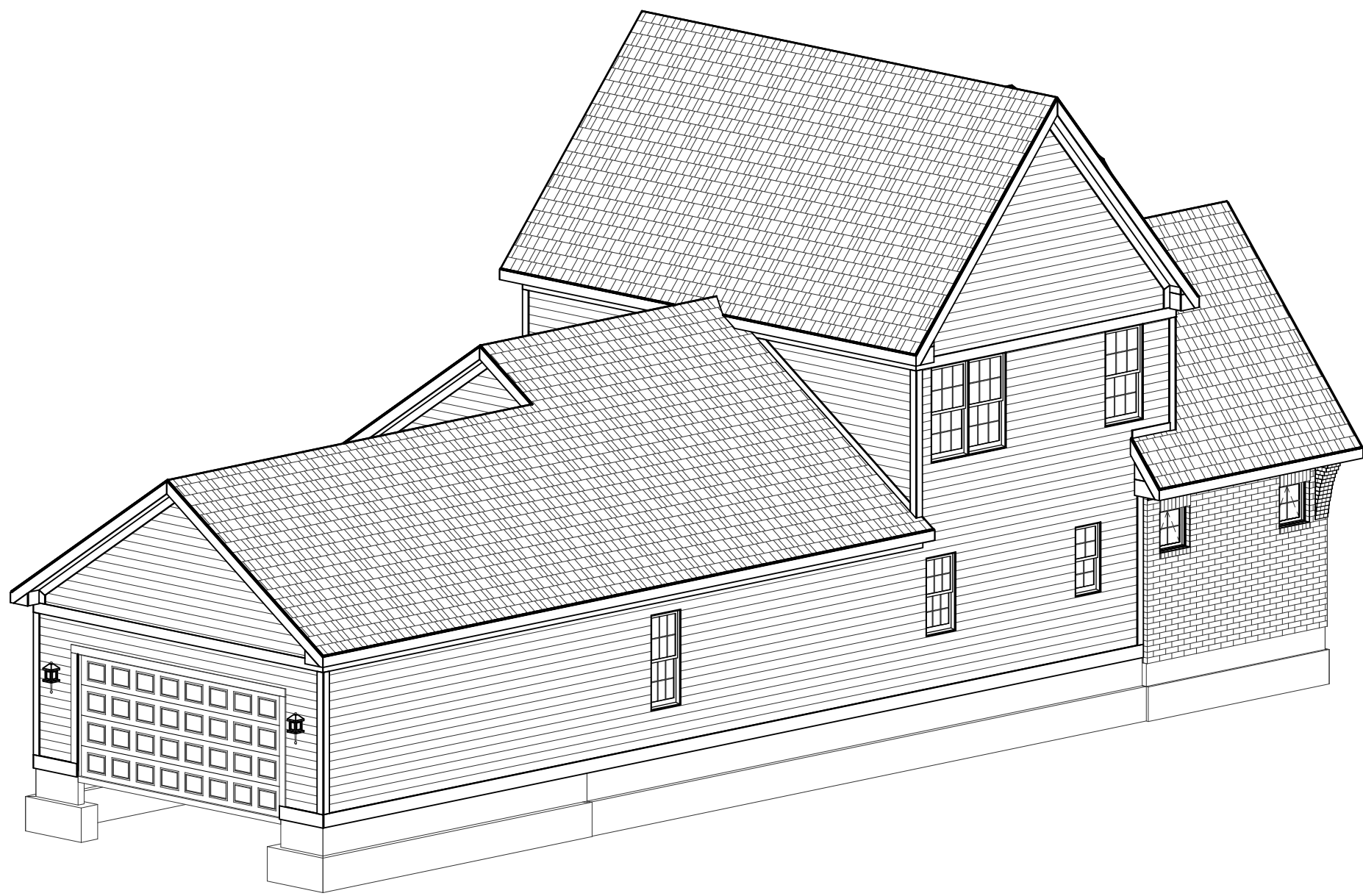
SHEET NUMBER	
--------------	--

A-01

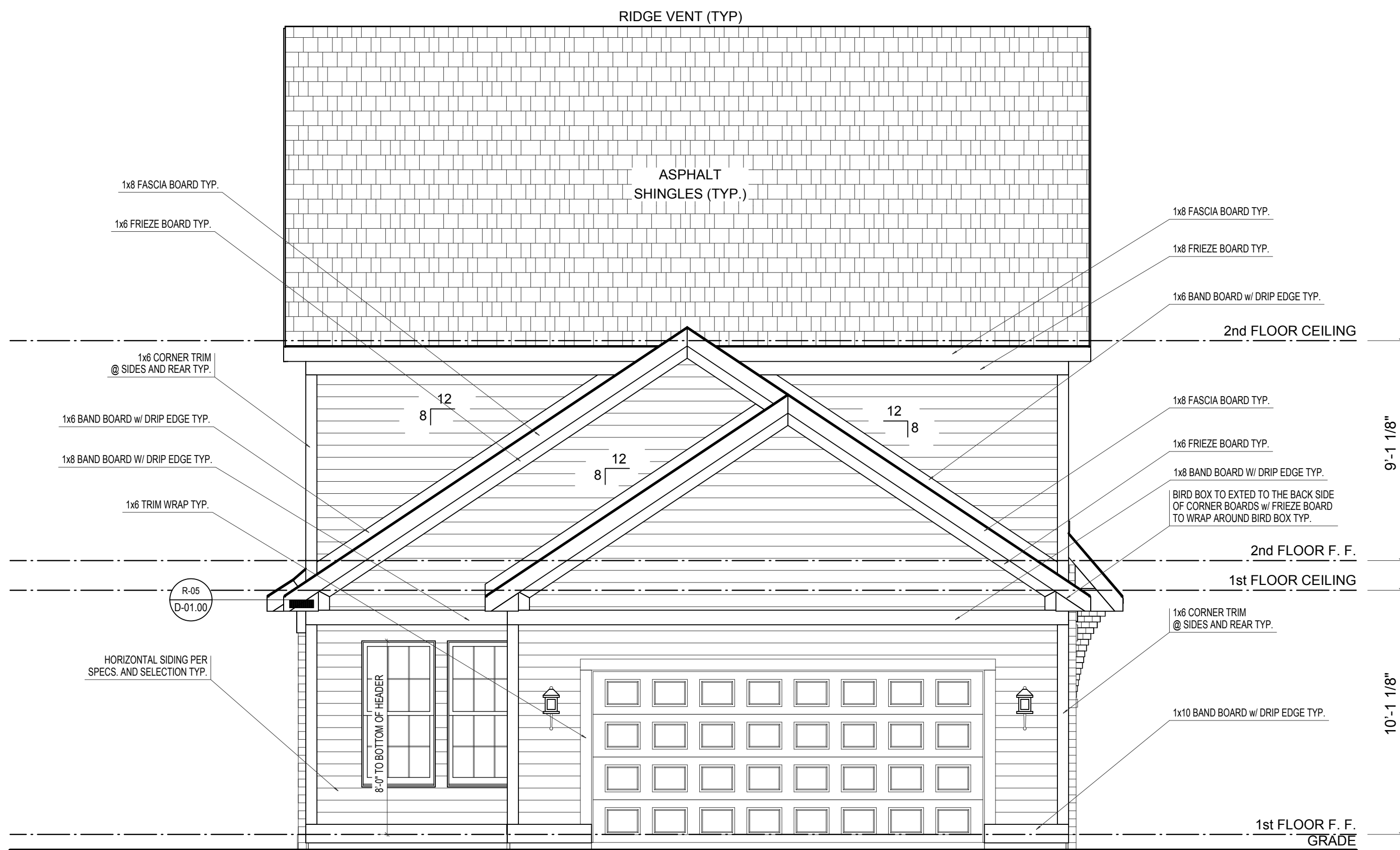
© CGVisions 2004 PLAN CREATION DATE 04/25/2014



REAR-RIGHT



REAR-LEFT



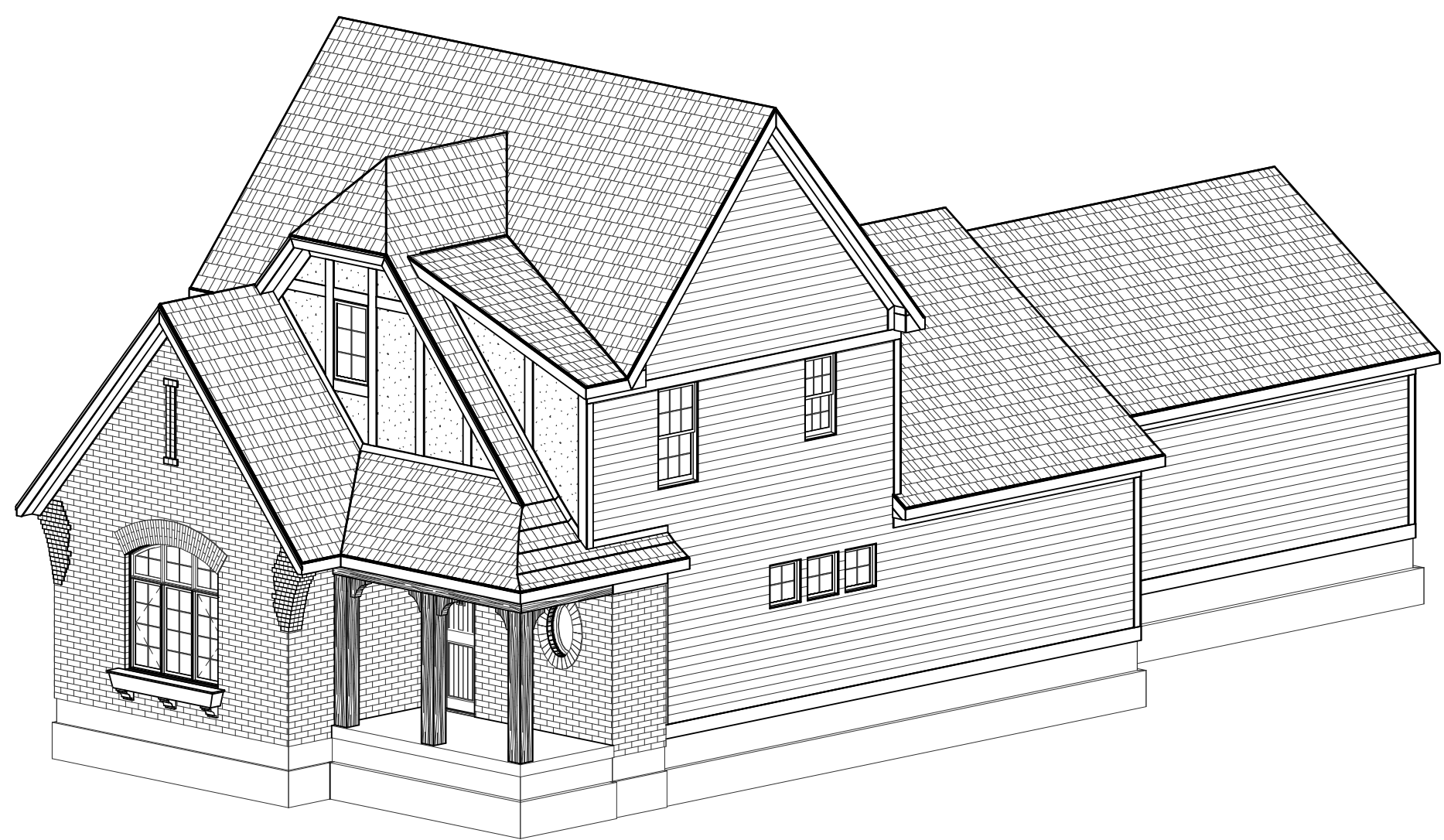
REAR ELEVATION

SCALE: 1/4"=1'-0"

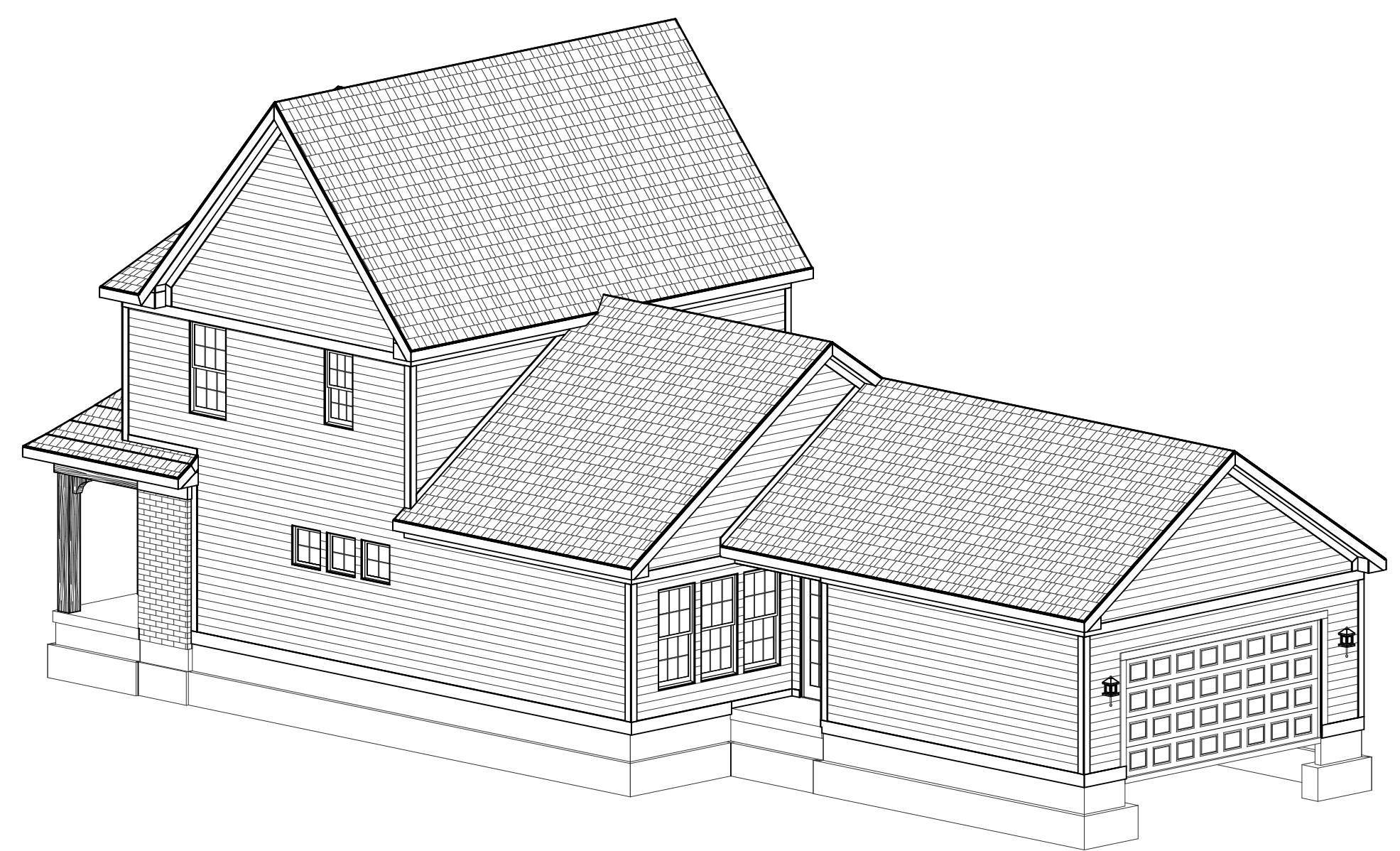
ELEVATION B		REV. NO.	DATE	REMARKS
GARAGE REAR				



EH_1090		PRINT DATE: 06/10/2014	
FOR:	Estridge Homes	SHEET NUMBER	
LOCATION:			
A-02			



FRONT-RIGHT



REAR-RIGHT



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REVISIONS #2 CHECKSET
NOT FOR CONSTRUCTION

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



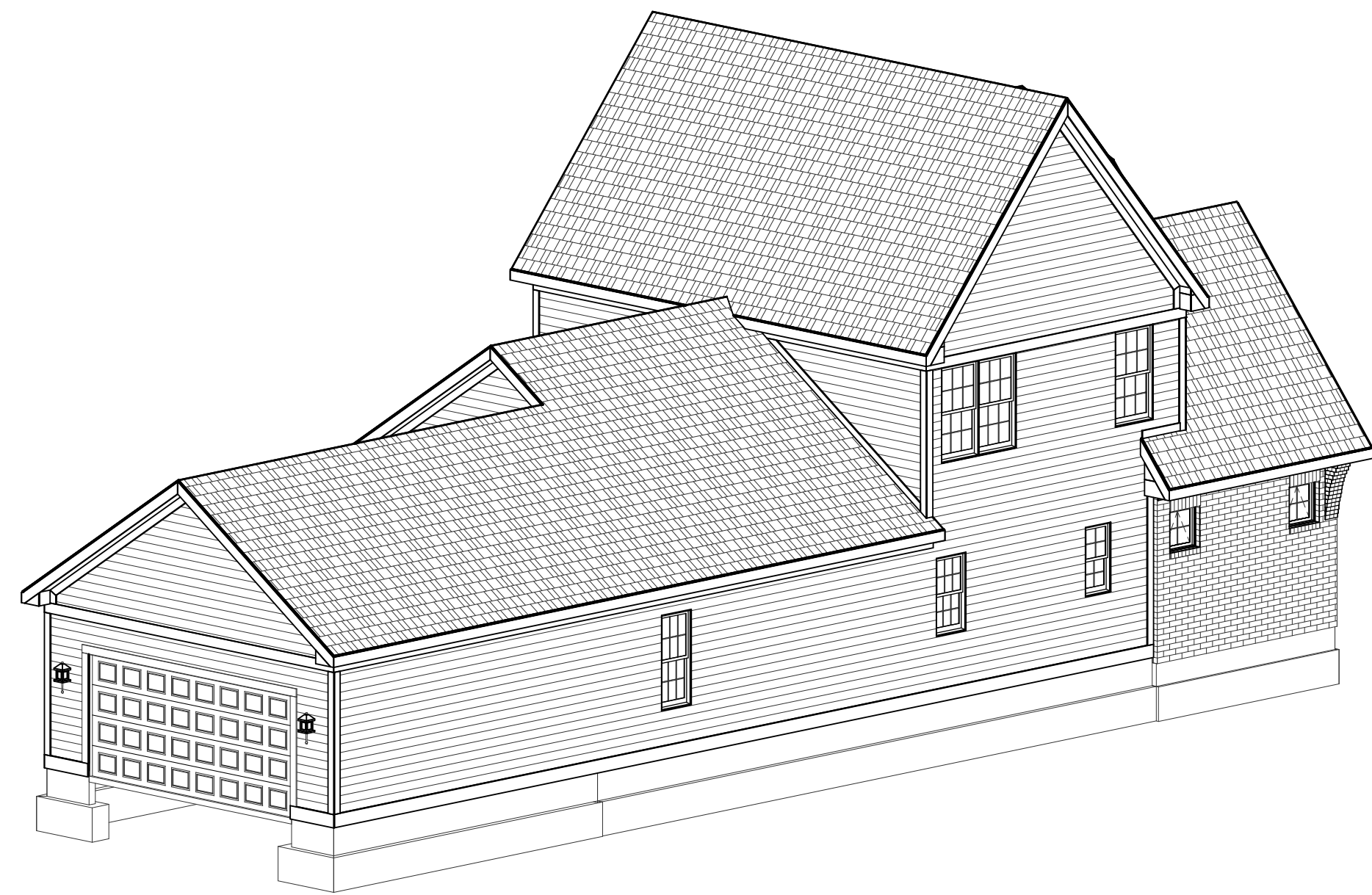
PRINT DATE:
06/10/2014

EH_1090

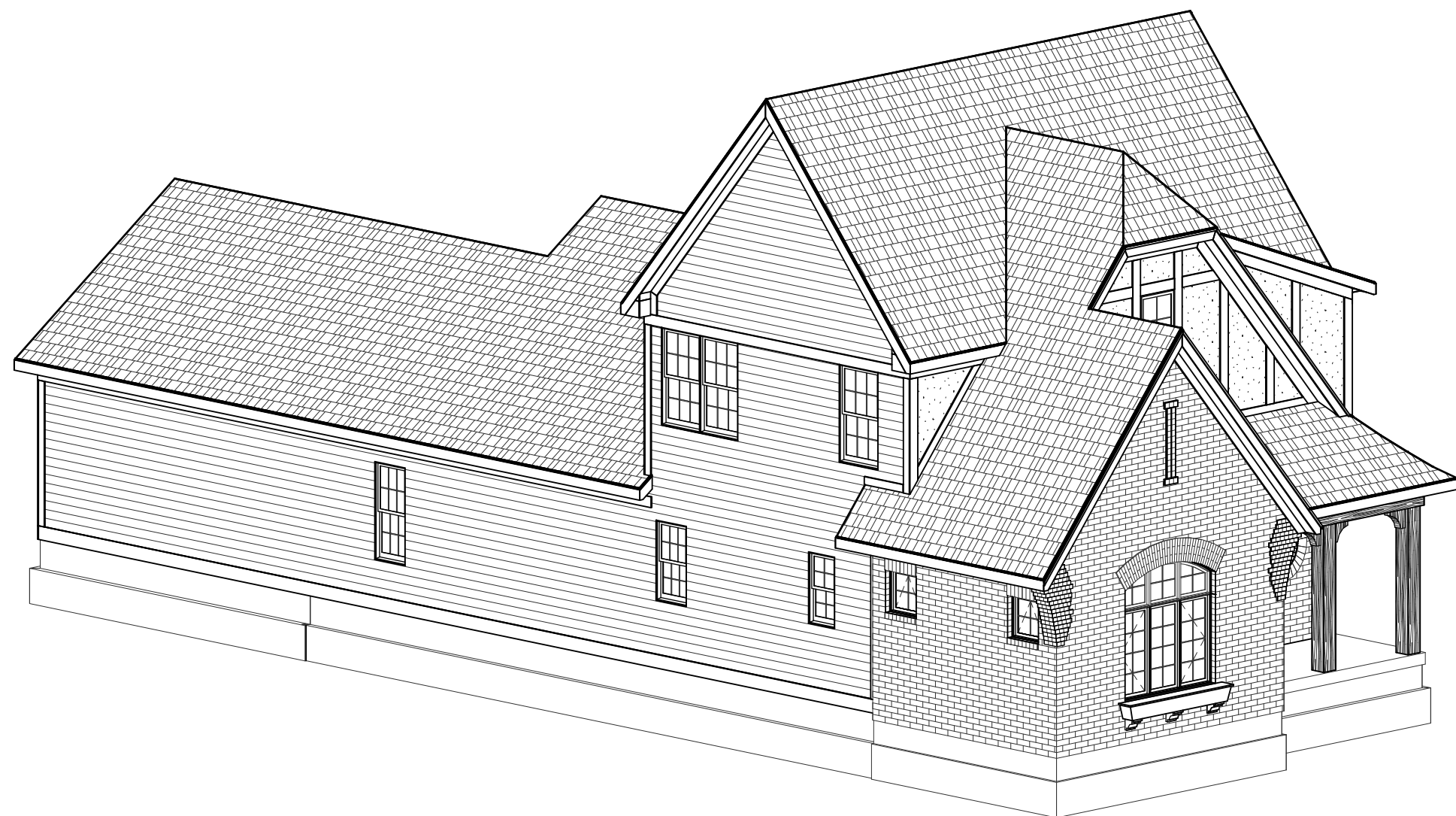
FOR: Estridge Homes
LOCATION:

SHEET NUMBER

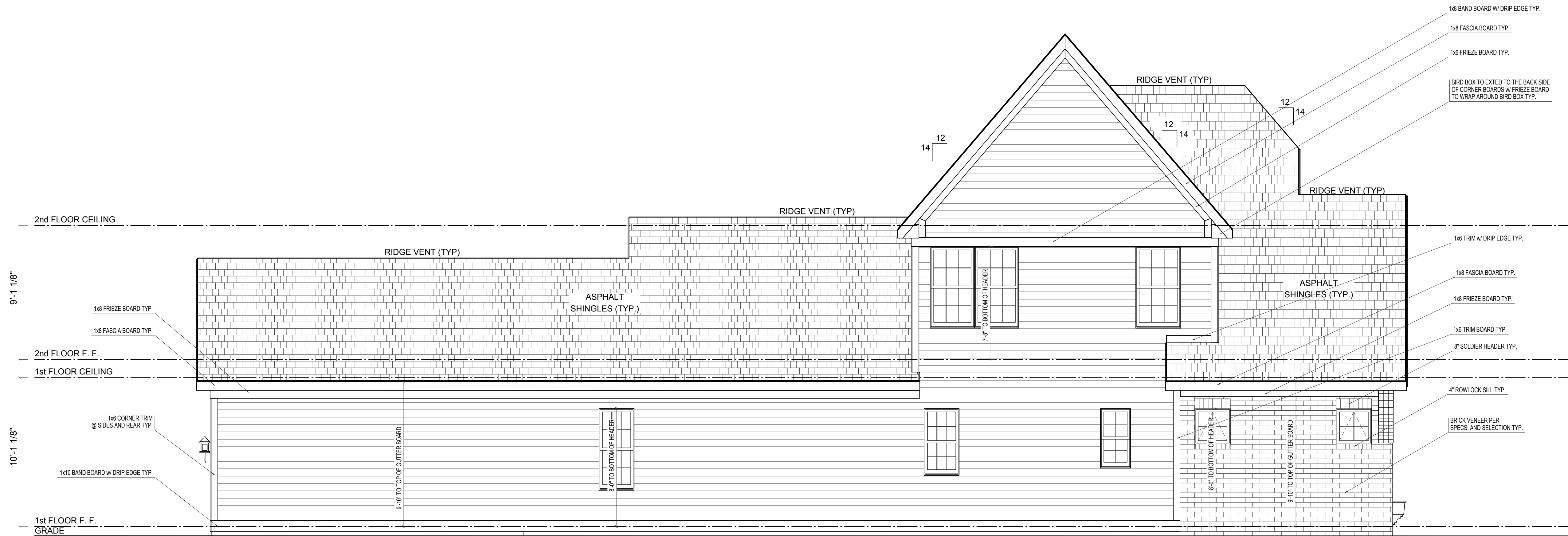
A-03



REAR-LEFT



FRONT-LEFT



LEFT ELEVATION

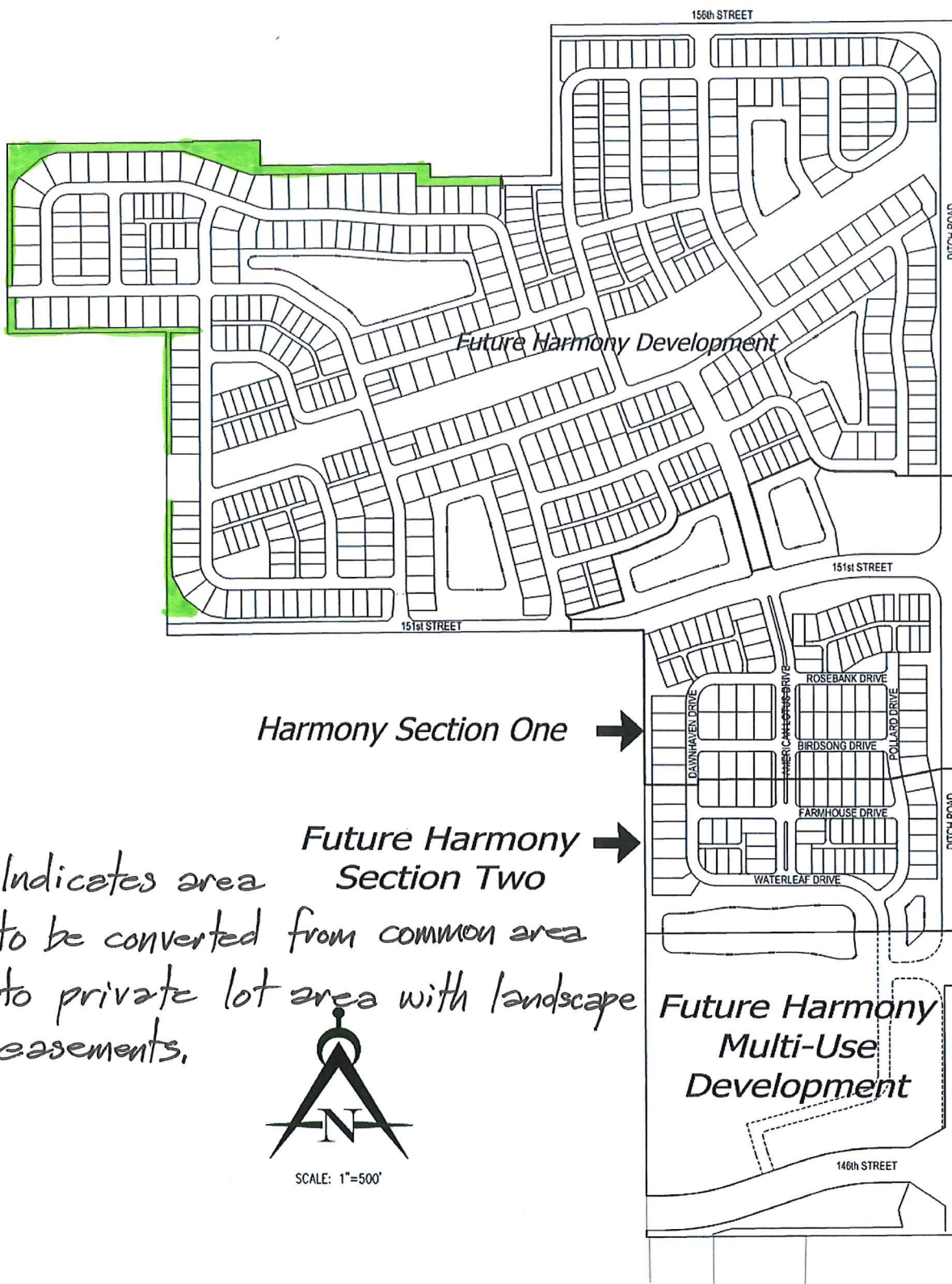
SCALE: 1/4"=1'-0"

ELEVATION B	REV. NO.	DATE	REMARKS
GARAGE REAR			



PRINT DATE: 06/10/2014		
EH_1090	FOR:	Estridge Homes
	LOCATION:	
SHEET NUMBER		
A-04		

WESTFIELD, INDIANA



 - Indicates area to be converted from common area to private lot area with landscape easements.

08 DEC 2014

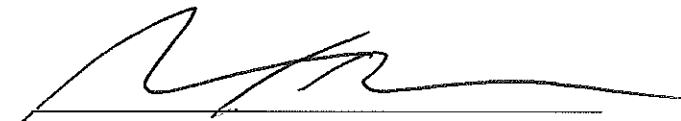
**WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION CERTIFICATION**

The Westfield-Washington Township Advisory Plan Commission held a public hearing on Monday, January 5, 2015, to consider an amendment to the Harmony Planned Unit Development District and Westfield-Washington Township Unified Development Ordinance. Notice of the public hearing was advertised and noticed in accordance with Indiana law and the Advisory Plan Commission's Rules of Procedure. Notice was shown to have been published in a newspaper of general circulation in Hamilton County, Indiana. The petition is as follows:

Docket No.	1501-PUD-01
Ordinance No.	14-55
Petitioner	Estridge Development Management, LLC
Description	Estridge Development Management, LLC requests a text amendment to modify the architectural and open space standards applicable to the Single-Family District of the Harmony Planned Unit Development (PUD) District.

On January 20, 2015, a motion was made and passed to send a unanimous favorable recommendation to the City Council regarding this petition (Vote: 8 in favor, 0 opposed).

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



Matthew S. Skelton, Secretary

January 21, 2015

Date

ORDINANCE 15-02

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance are, to the extent of such conflict, hereby repealed or amended. Ordinance 14-48 is hereby superceded by this Ordinance.

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

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS ____ DAY OF _____, 2015, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL
Hamilton County, Indiana

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jim Ake

Jim Ake

Jim Ake

Steve Hoover

Steve Hoover

Steve Hoover

Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Charles Lehman

Charles Lehman

Charles Lehman

Bob Smith

Bob Smith

Bob Smith

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Robert Stokes

Robert Stokes

Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

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

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 15-02

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 15-02

this _____ day of _____, 2015

at ____:____.m.

J. Andrew Cook, Mayor

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

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

RESOLUTION NO. 15-107

**RESOLUTION OF THE COMMON COUNCIL
OF THE CITY OF WESTFIELD, INDIANA,
REQUESTING THE LEASING OF ECONOMIC DEVELOPMENT FACILITIES
AND TAKING OTHER ACTIONS REGARDING THE PROPOSED LEASE
(GRAND PARK INDOOR ATHLETIC FACILITY)**

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

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

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

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

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

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

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

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

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

WHEREAS, there has been submitted to this Council a proposal form of the Lease, cost estimates, plans and specifications for the Project; and

WHEREAS, having received and studied and having given substantial reconsideration of the terms of the Lease, its public purpose and the subject matter thereof and the cost and plans and specifications of the Project, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the leasing of the Project by the Company to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE WESTFIELD COMMON COUNCIL, THAT:

Section 1. A need exists for the Project, and the Project cannot be provided from any funds available to the City, and this Council shall proceed to take such steps as may be necessary to secure (1) the acquisition and construction by the Company of the Project and all of the costs associated therewith by the Company, and (2) the leasing of the Project by the Company to the City pursuant to the Act.

Section 2. The providing for the leasing of the Project to the City is in the public interest of the citizens of the City and is a proper public purpose for which this Council agrees to cooperate with the Company and assist it in fulfilling the requirements of all agencies, including federal, state and city governments.

Section 3. Upon the expiration of the term of the Lease, the City will accept from the Company the Project, free and clear of all liens and encumbrances thereon, except as otherwise provided therefore in the Lease.

Section 4. The terms and conditions of the proposed form of Lease are preliminarily approved and agreed to as the basis for a public hearing as required by law to be held by this Council regarding the necessity for the execution of the Lease and whether the lease rental provided therein is a fair and reasonable rental for the Project which public hearing shall be held prior to the final determination of such questions so that this Council may determine whether to

execute such Lease as now written or as modified hereafter by agreement of the parties prior to execution, and such hearing is to be held at 7:00 p.m., local time, on February 9, 2015, in the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, Indiana.

Section 5. Any officer of the City shall be, and hereby is, authorized, empowered and directed, on behalf of the City to publish a notice of such public hearing and to take any other action as such officer deems necessary or desirable to effectuate this Resolution, and any such publication or other actions heretofore made or taken are hereby ratified and approved.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND PASSED THIS 26th DAY OF JANUARY, 2015, 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
_____ Steve Hoover	_____ Steve Hoover	_____ Steve Hoover
_____ Robert L. Horkay	_____ Robert L. Horkay	_____ Robert L. Horkay
_____ Charles Lehman	_____ Charles Lehman	_____ Charles Lehman
_____ Bob Smith	_____ Bob Smith	_____ Bob Smith
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric
_____ Robert Stokes	_____ Robert Stokes	_____ Robert Stokes

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that RESOLUTION 15-107 was delivered to the Mayor of Westfield on the _____ day of _____, 2015, at ____:____ __.m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 15-107
this _____ day of _____, 2015
at ____:____ __.m.

I hereby VETO Resolution 15-107
this _____ day of _____, 2015
at ____:____ __.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

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

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

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