

Westfield City Council

Members

Scott Willis, (District 1)

Jake Gilbert, (District 2)

Mike Johns, (District 5)

Troy Patton, (At Large)

Victor McCarty, (District 3)

Cindy L. Spoljaric, (At Large)

Scott Frei, (District 4)



CITY OF WESTFIELD, IN
City Council Meeting Agenda

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, September 9, 2024 at 7:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

Pledge of Allegiance

Invocation by: Jerome Sack, Pastor at Radiant Christian Life

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Minutes:

Claims:

Approval of Claims

Residents who wish to address the Council

Guests:

Residents that wish to address the Council

Miscellaneous Business/Special Recognition:

Old Business:

REMINDER: PER RESOLUTION 21-121 RELATING TO TRANSPARENCY, COUNCILORS DO NOT NEED TO RECUSE THEMSELVES, BUT ARE REQUIRED TO DISCLOSE IF THEY HAVE RECEIVED CONTRIBUTIONS OF \$1,000 OR MORE WHEN VOTING ON ANY ACTIONS INVOLVING ONE OF THEIR CONTRIBUTORS

New Business:

Resolution 24-134: Common Council of the City of Westfield, Indiana Approving & Adopting an Amended Interlocal Agreement Between the City of Westfield, Indiana and the City of Noblesville, Indiana

Presented by: Kaitlin Glazier

First Reading and Adoption Consideration: September 9, 2024

City Council Comments

Mayor Comments

Adjourn

RESOLUTION 24-134

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA APPROVING AND ADOPTING AN AMENDED
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA
AND THE CITY OF NOBLESVILLE, INDIANA**

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

WHEREAS, pursuant to Ind. Code § 36-1-7 *et seq.*, the City may enter into a written Interlocal Cooperation Agreement with other governmental entities via ordinance or resolution; and

WHEREAS, the Council finds that entering into the Amended Interlocal Agreement between the City and the City of Noblesville, Indiana, attached hereto as Exhibit “A”, is in the best interests of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Westfield, Indiana, that:

Section 1. The foregoing recitals are fully incorporated herein by reference.

Section 2. The Amended Interlocal Agreement between the City and the City of Noblesville, attached hereto as Exhibit “A”, is hereby adopted and approved.

Section 3. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2024 BY THE WESTFIELD
COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Kurt J Wanninger

Kurt J Wanninger

Kurt J Wanninger

Chad Huff

Chad Huff

Chad Huff

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that RESOLUTION 24-_____ was delivered to the Mayor of Westfield on the _____ day of _____, 2024, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE RESOLUTION 24-_____ I hereby VETO RESOLUTION 24-_____

this _____ day of _____, 2024. this _____ day of _____, 2024.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared by Beth Copeland; Taft Stettinius & Hollister, LLP, 1 Indiana Square, Suite 3500, Indianapolis, IN 46204.

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/ Kaitlin Glazier

**AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF
WESTFIELD, INDIANA AND THE CITY OF NOBLESVILLE, INDIANA**

WHEREAS, both the City of Westfield (“Westfield”) and the City of Noblesville (“Noblesville”) (collectively the “parties” or the “Cities”) have enacted local ordinances in order to maintain the health, safety and wellbeing of their respective constituents;

WHEREAS, Noblesville has established and maintains a City Court that has authority to hear and enforce ordinances;

WHEREAS, Ind. Code § 36-1-7-2 permits units of government to enter into agreements to allow one or more entities to exercise authority on behalf of another unit of government;

WHEREAS, in 2008, Westfield and Noblesville entered into an Interlocal Agreement (“2008 Interlocal Agreement”) whereby the Cities agreed to give Noblesville’s City Court jurisdiction to act on ordinance violations committed by persons in Westfield’s jurisdiction and whereby Westfield agreed to file certain ordinance violations and infractions in the Noblesville City Court;

WHEREAS, the 2008 Interlocal Agreement has been effective and beneficial for both Cities and the citizens of the respective jurisdictions; and

WHEREAS, Westfield and Noblesville would like to continue with the terms of the 2008 Interlocal Agreement but desire to amend the agreement to allow violations of Westfield-Washington Township’s Unified Development Ordinance to be filed in Hamilton County Courts.

NOW THEREFORE, the City of Westfield and the City of Noblesville, acting by and through their Common Councils, jointly agree to the following terms:

- 1) Subject to Section 2 herein, Westfield shall continue to file some of its municipal ordinance violations and infractions in the Noblesville City Court for adjudication. These violations shall primarily include, but not be limited to, traffic and parking violations written on Westfield Ordinances.
- 2) Notwithstanding Section 1 herein, Westfield and Noblesville agree that Westfield shall not be required to file violations of Westfield-Washington Township’s Unified Development Ordinance for adjudication in the Noblesville City Court. Westfield shall have and retain sole discretion

regarding appropriate venue for adjudication of violations of Westfield-Washington Township's Unified Development Ordinance.

- 3) Westfield shall be responsible for the prosecution of all Westfield cases, the drafting of any deferral program and shall defend, indemnify, and hold Noblesville harmless for any issues regarding Westfield's use of the City Court.
- 4) The Noblesville City Court shall be responsible for the docketing and collection of all court costs and fines assessed. The distribution of costs shall be allocated as in the normal course of business with the Westfield Police Department being the recipient of the Police Training Fund allocations.
- 5) Noblesville shall retain 50% of all fines assessed and collected. All other fines shall be collected and distributed as per Ind. Code § 33-37-4-2.
- 6) Westfield shall continue to follow its established Deferral Program ("Program") with the City Court and shall be responsible for all costs associated with the setting up of said Program. The terms of the program shall be identical to the terms in place for the Noblesville Deferral Program. It is the intention of the Parties that the programs in place be identical as to the application and administration of the Program by the City Court Staff.
- 7) It is the agreement between the Parties that the City Court shall distribute the funds available from the Program as follows.

Six Month Deferrals

- a) \$25.00 to Noblesville.
- b) \$10.00 to the City Court.
- c) \$70.00 to Westfield.

1 Year Deferral

- a) \$45.00 to Noblesville.
- b) \$20.00 to the City Court.
- c) \$100.00 to Westfield.

All other fees associated with the program shall be distributed according to Ind. Code § 33-37-4-2 and Ind. Code § 34-28-5-1.

- 8) This Agreement shall be in effect upon adoption by each City and shall remain in effect until one unit sends a notice of termination to the other unit. Said notice shall provide at least sixty (60) days' notice. The termination notice shall be served upon the Mayor of the other participating City and may be sent by Certified U.S. Mail or electronic mail.
- 9) Each Party shall execute any and all documents and allocate the personnel necessary to carry out the terms of this Agreement. Westfield and Noblesville shall continue to cooperate to approve plans and procedures for implementation of the use of the Noblesville City Court for Westfield ordinance violations. In the event there is a dispute concerning said plans, the dispute shall be discussed by a dispute resolution committee consisting of one (1) member from each City's Common Council and the Mayors for both Cities.
- 10) In the event there is any additional dispute concerning this Agreement that cannot be resolved by the dispute resolution committee, the Parties agree to submit the issue to mediation pursuant to the Indiana Rules of Alternative Dispute Resolution prior to initiating litigation.
- 11) The Cities, and any subcontractors thereof, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, privileges of employment or any matter directly or indirectly related to employment because of his or her race, sex, sexual orientation, gender identity, color, national origin, ancestry, age, disability, or United States military service veteran status.
- 12) Each Party agrees to submit this Agreement for approval by the respective party's fiscal body as provided in Ind. Code § 36-1-7-4. Pursuant to Ind. Code § 36-1-7-4, the treasurer or disbursing officer of each City has the duty to receive, disburse, and account for all monies contemplated herein.
- 13) The Cities hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of Ind. Code § 36-1-7-2(a) and therefore this Agreement need not address other matters related to administration through a joint board or separate legal entity, or the manner of acquiring, holding, and disposing of real property of a joint undertaking. There will be no jointly held property pursuant to this Agreement.

- 14) Pursuant to Ind. Code § 36-1-7-6, this Agreement must be recorded with the Hamilton County Recorder and filed with the Indiana State Board of Accounts within sixty days.

ALL OF WHICH IS AGREED THIS _____ DAY OF
_____, 2024.

CITY OF NOBLESVILLE

FOR:

AGAINST:

_____	Darren Peterson	_____
_____	Megan Wiles	_____
_____	Pete Schwartz	_____
_____	Evan Elliott	_____
_____	Mike Davis	_____
_____	Todd Thurston	_____
_____	Aaron Smith	_____
_____	Mark Boice	_____
_____	David Johnson	_____

ATTEST:

Evelyn Lees, Clerk-Treasurer

CITY OF WESTFIELD

FOR:

AGAINST:

_____	Jon Dartt	_____
_____	Victor McCarty	_____
_____	Joe Duepner	_____
_____	Patrick T. Tamm	_____
_____	Noah Herron	_____
_____	Chad Huff	_____
_____	Kurt J Wanninger	_____

ATTEST:

Marla Ailor, Clerk-Treasurer

This document was prepared by Beth Copeland; Taft Stettinius & Hollister, LLP, 1 Indiana Square, Suite 3500, Indianapolis, IN 46204.

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