

Westfield City Council

Members

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



CITY OF WESTFIELD, IN
City Council Meeting Agenda

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, October 28, 2024 at 7:00 PM

MEETING PLACE: Westfield Washington Library (Large Mtg. Rm.)

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

Pledge of Allegiance

Invocation by: Jack Hooker, Pastor at Village Park Bible Methodist

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Minutes:

Minutes for October 14, 2024

Claims:

Approval of Claims

GUESTS:

Residents that wish to address the Council

Miscellaneous Business/Special Recognition:

Presentation: Brownie Troop 2397 earning their Democracy Badge

Old Business:

Ordinance 24-29: 2025 Budget

Presented by: Mayor Willis

First Reading and Public Hearing: August 26, 2024

Adoption Consideration: October 28, 2024

Ordinance 24-52: 2025 Non-Elected Officials Salary Ordinance
Presented by: Danielle Carey-Tolan
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Ordinance 24-53: 2025 Elected Officials Salary Ordinance
Presented by: Marla Ailor
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Ordinance 24-60: Common Council of the City of Westfield, Indiana Approving Second Addendum to the 2024 Lease and Re-affirming Pledge of General Revenue to 2024 Lease Rental Bonds
Presented by: Cam Starnes
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Ordinance 24-61: Common Council of the City of Westfield, Indiana Approving Second Addendum to the 2016 Lease and Re-affirming Pledge of LIT to 2016 Lease Rental Payments
Presented by: Cam Starnes
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Ordinance 24-62: Common Council of the City of Westfield, Indiana Approving Second Addendum to the 2018 Lease and Re-affirming Pledge of LIT to 2018 Lease Rental Payments
Presented by: Cam Starnes
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

New Business:

Ordinance 24-64: Ambrose on Main PUD
Staff Presenter: Lauren Gillingham-Teague/Council Sponsor: Joe Duepner
First Reading: October 28, 2024
APC Public Hearing: November 6, 2024
APC Workshop Anticipated: December 16, 2024
APC Recommendation and Adoption Consideration: TBD

Ordinance 24-65: Maple Knoll PUD Amendment (Maple Glen)
First Reading: October 28, 2024
APC Public Hearing: November 6, 2024
APC Workshop Anticipated: December 16, 2024
APC Recommendation and Adoption Consideration: TBD
Staff Presenter: Ryan Collingwood/Council Sponsor:

Ordinance 24-66: Lyons Team PUD Amendment
Staff Presenter: Ryan Collingwood/Council Sponsor:
First Reading: October 28, 2024

APC Public Hearing: November 6, 2024

APC Workshop: December 16, 2024

APC Recommendation & Adoption Consideration: TBD

Ordinance 24-67: Common Council of the City of Westfield, In Regulating Mobile Food Vehicles & Mobile Food Vendors Within the City & Repealing & Replacing Ordinance 14-06 and Ordinance 17-12

Staff Planner: Lauren Gillingham-Teague/Council Sponsor: Victory McCarty

First Reading: October 28, 2024

Adoption Consideration: November 11, 2024

City Council Comments:

Mayor Comments:

Adjourn

Westfield City Council October 14, 2024

The Westfield City Council held a meeting on October 14, 2024, at Westfield City Hall. Councilors present were Patrick Tamm, Victor McCarty, Kurt Wanninger, Noah Herron, Jon Dartt, Chad Huff, and Joe Duepner. Also in attendance were Danielle Carey-Tolan, Clerk-Treasurer Marla Ailor, and City Attorney Kaitlin Glazier.

President Tamm announced that there was a Scrivener's error on Ordinance 24-50. A fund number was listed as 204005474 and should have been 204013474.

Approval of Minutes:

Kurt Wanninger made the motion to approve September 23, 2024, minutes as presented. Victor McCarty seconded. Vote: Yes-7; No-0. Motion carried.

Claims:

Jon Dartt made the motion to approve the claims as presented. Noah Herron seconded. Vote: Yes-6; No-0. Motion carried.

Changes to Agenda/Announcements

None

Residents who wish to address the Council

None

Miscellaneous Business/Special Presentation

None

Old Business:

Ordinance 24-54: Common Council of the City of Westfield, Indiana, Approving the Issuance and Sale of Special Taxing District Bonds by the City, for and on Behalf of the Parks & Recreation District of the City, to Provide for the Financing of Certain Improvements to Park Facilities

Presented by: Dennis Otten (Unable to attend)

First Reading: September 23, 2024

Adoption Consideration: October 14, 2024

Cullen Cochran with Bose, McKinney, and Evans presented stating this authorizes the issuance of \$12M in Park District bonds to finance both the Simon Moon Park phase 2 project and the Park Streetscape project. Both projects and the issuance of the bonds have been approved by the City's Parks District Board.

Jon Dartt questioned the need to do this bond right now. \$6M approximately, will be going to the Simon Moon Park project and the remainder to the Park Street project. There currently are no hard numbers for the Streetscape project, why issue these now?

Oscar Gutierrez replied that in the past, the city has issued General Obligation Bonds to maintain the tax levy. The goal is to maintain the rate from the previous year without any increases. These two projects fall under the parks purview and are under the \$6.3M threshold.

Chad Huff made the motion to approve Ordinance 24-54 as presented. Victor McCarty seconded the motion. Vote: Yes-7; No-0. Motion carried.

Ordinance 24-56: The Trails II PUD

Staff Planner: Weston Rogers/Council Sponsor: Noah Herron

First Reading: September 23, 2024

APC Public Hearing: October 7, 2024

APC Public Workshop: Waived

APC Recommendation: October 7, 2024

Adoption Consideration: October 14, 2024

Weston Rogers presented stating this involves approximately a 1-acre parcel located at 807 East SR 32, directly east of the existing Crew Carwash facility. This PUD would allow for the expansion of Crew Carwash to provide an interior cleaning facility.

Victor McCarty made the motion to approve Ordinance 24-56. Jon Dartt seconded the motion. Vote: Yes-7; No-0. Motion carried.

Ordinance 24-57: Amending Provisions in the Westfield-Washington Township Unified Development Ordinance/Temporary Greenhouse Expansion

Staff Planner: Lauren Gillingham-Teague/Council Sponsor: Victor McCarty

First Reading: September 23, 2024

APC Public Hearing and Recommendation Tentative Date: October 7, 2024

Adoption Consideration: October 14, 2024

Lauren Gillingham Teague presented stating this would correct a gap/error in the development standards relating to temporary greenhouse sales. Currently only holiday tree lots can be expanded to 5,000 maximum square feet and not nurseries. This amendment would allow temporary nurseries to have the same options.

Councilor Dartt inquired if there was a rule on how many consecutive days these types of operations can run. Ms. Gillingham-Teague explained that this ordinance is only a small excerpt of the larger UDO, and the time constraints are not mentioned, this only pertains to the increase in square footage allowed by temporary nurseries. There was council discussion.

Victor McCarty made the motion to approve Ordinance 24-57. Jon Dartt seconded the motion. Vote: Yes-6; No-1. (K. Wanninger) Motion carried.

Ordinance 24-58: Towne Run Economic Development Bond Ordinance

Presented by: Dustin Meeks

First Reading: September 23, 2024

Public Hearing: October 14, 2024

Adoption Consideration: October 14, 2024

Dustin Meeks presented stating this bond authorizes up to \$3.15 million of taxable Economic Development Revenue Bonds of the City for up to 25 years. This is a developer purchased bond. The developer will make public improvements to the site and in exchange for making the improvements the city has committed over the 25 years of the life of the bond, to provide 50% of the tax increment revenue generated in the allocation area encompassing the site to the developer.

If the development does not generate the revenues that are projected, it is not an event of default by the city. There is no risk to the city. This ordinance approves two documents, 1) financing agreement/city's agreement with LOR Corp, (developer), and 2) a trust indenture/agreement between the city and the financial institution who will receive the TIF revenues and ensure payments are made on time towards the bond.

Adam Hill and Phil Sundling with LOR Corp. gave an overview of the project. They will be building a Lifetime Fitness facility, benches along widened trails, golf cart parking, pedestrian lighting, and elevated landscaping. The gazebo, which is a commitment made in the PUD, will have additional hard scape as well as a Westfield sign. The LOR Corp is committed to substantial signage reflecting this area as the "Gateway to Westfield".

Kurt Wanninger made the motion to approve Ordinance 24-58. Noah Herron seconded.
Vote: Yes-7; No-0. Motion carried.

New Business:

Ordinance 24-52: 2025 Non-Elected Salary Ordinance

Presented by: Danielle Carey-Tolan

First Reading: October 14, 2024

Adoption Consideration: October 28, 2024

Danielle Carey-Tolan stated that this Ordinance shows the maximum salaries and wages, benefits, stipends, and other compensation for appointed positions and employees for 2025.

Ordinance 24-53: 2025 Elected Officials Salary

Presented by: Marla Ailor

First Reading: October 14, 2024

Adoption Consideration: October 28, 2024

Marla Ailor stated that this was much like the non-elected salary ordinance, it outlines salaries for the Mayor, Clerk-Treasurer, and Council, as well as any additional compensation for 2025.

Resolution 24-150: Common Council of the City of Westfield, Indiana Approving Certain Matters in Connection with the Southpark Economic Development Area

Presented by: Jenell Fairman

Adoption Consideration: October 14, 2024

Jenell Fairman stated that a South Park Economic Revitalization Area (ERA) expansion was approved last month. Ms. Fairman explained the difference between that and what is being asked to be considered tonight. An ERA already existed in this area but did not include all parcels within the South Park Industrial Area. To be able to pursue additional abatements in this area, all parcels needed to be included.

Tonight's request is to approve the area as an Economic Development Area (EDA) to attract future businesses to this area by using tax increment financing or abatements to incentivize a project.

Chad Huff made a motion to approve Resolution 24-150. Jon Dartt seconded. Vote: Yes-7; No-0. Motion carried.

Resolution 24-151: Common Council of the City of Westfield, Indiana Approving Amendments to the Declaratory Resolution for the Eastside Economic Development Area

Jenell Fairman presented stating this is amending a specific allocation area within the North Point Industrial Area which is in the Eastside Economic Development Area. Similar to the South Park EDA, this would give us the flexibility of either providing abatements to companies that we are trying to attract and collect TIF tax revenue to further enhance development within North Point. This includes a couple of parcels that are a part of the Community Health campus. With an estimated 1500 employees at their new hospital and expansion of their medical health building, a number of improvements will need to happen within this area to provide upgrades to roads, utilities, and other infrastructure or to attract other businesses to the area with enhanced landscaping. This would give us an opportunity to capture that tax increment and further enhance development within that area.

Jon Dartt made the motion to approve Resolution 24-151. Kurt Wanninger seconded the motion. Vote: Yes-7; No-0. Motion carried.

Ordinance 24-60: Common Council of the City of Westfield, In Approving Second Addendum to the 2024 Lease Re-affirming Pledge of the General Revenue to 2024 Lease Rental Program
Presented by: Cam Starnes
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Cam Starnes presented stating the next three ordinances on the agenda all generally accomplish the same thing. They involve lease premises for three (3) outstanding series of lease rental tax exempt rental bonds of the city that include portions of Grand Park property. The 2016, 2018, and 2024 bonds, each have lease premises that are different portions of Grand Park. The lease premises do not secure the bonds. The 2016 and the 2018 bonds are secured by pledges of Local Income Tax (LIT) and the 2024 bonds secured by General Revenues of the city. The law allows for amendments to the leases and substitution of different leased premises and provides a mechanism for doing so. With the potential need for flexibility in terms of how Grand Park operates in the future, this takes the opportunity to amend the leases and substitute portions of Grand Park for unencumbered public infrastructure improvements. These would be substituted as lease premises under all three series of leases. These ordinances clarify and approve the leases are still fair and reasonable and re-affirm the pledges of LIT or General Revenues of the city.

Councilor Herron inquired as to why this is being done now when the future of Grand Park is not for certain. Mr. Starnes responded that this is a way to “clear the deck”, stating there is no downside to doing it now.

Ordinance 24-61: Common Council of the City of Westfield, In Approving Second Addendum to the 2016 Lease and Re-affirming Pledge of LIT t 2016 Lease Rental Payments
Presented by: Cam Starnes
First Reading: October 14, 2024
Adoption Consideration: October 28, 2024

Cam Starnes presented Ordinance 24-60, 24-61, and 24-62 together.

Ordinance 24-6: Common Council of the City of Westfield, In Approving Second Addendum to the 2018 Lease and Re-affirming Pledge of LIT t 2018 Lease Rental Payments

Presented by: Cam Starnes

First Reading: October 14, 2024

Adoption Consideration: October 28, 2024

Cam Starnes presented Ordinance 24-60, 24-61, and 24-62 together.

Council Comments:

Victor McCarty-APC update

Patrick Tamm- Congratulated the city on the Mayor's Gala raising around \$620,000.

Mayor's Comments:

Deputy Mayor Tolan thanked everyone who helped and contributed to the Mayor's Gala. The next council meeting will be held on October 28th at the Westfield Library due to early voting being held in the Assembly Room.

Meeting Adjourned at 7:50 PM

Clerk-Treasurer

President

These minutes are a summary of actions taken at the City of Westfield Council meetings. A full video archive of the meeting is available for viewing at:

<https://www.youtube.com/cityofwestfieldin>

ORDINANCE NUMBER 24-52

2025 Salary Ordinance

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD SETTING THE SALARIES, WAGES, BENEFITS, STIPENDS AND OTHER COMPENSATION FOR APPOINTED OFFICERS AND EMPLOYEES FOR THE 2025 CALENDAR YEAR

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 § 36-4-7-3, subject to approval of the Council, the Mayor shall fix the compensation of each appointive officer, deputy, and other employee of the City;

WHEREAS, pursuant to Ind. Code § 36-8-3-3(d), the Council shall fix, by ordinance, the annual compensation of all members of the police and fire departments;

WHEREAS, pursuant to Ind. Code § 36-4-7-3(d), the Clerk Treasurer may, with the approval of the Council, fix the salaries of her appointed deputies and employees; and

WHEREAS, the Council now desires to pass Ordinance Number 24- 52 setting salaries, wages, benefits, stipends, and other compensation for the 2025 calendar year for appointed City officers and employees (“2025 Salary Ordinance”).

NOW, THEREFORE, BE IT ORDAINED 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 salaries, wages, benefits, stipends, and other compensation for appointed officers and employees of the City of Westfield, except for the Clerk Treasurer’s Office, are described on **Attachment A**, which is incorporated herein by reference, or described in this ordinance.

The salaries, wages, benefits, stipends, and other compensation for employees of the Clerk Treasurer's Office are described on **Attachment B**, which is incorporated herein by reference, or described in this ordinance.

Section 3.

The employee contribution to the Public Employee's Retirement Fund (PERF) will be paid for the employees by the City of Westfield.

Section 4.

The retirement contributions and other benefit programs offered by the City of Westfield on behalf of the employees are described on **Attachment C**, which is incorporated herein by reference.

Section 5.

The proposed 2025 Salary Ordinance set forth above supersedes any previous provisions or versions. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this Ordinance are hereby repealed. Should any part of this Ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

ADOPTED AND PASSED THIS _____ DAY OF _____, 2024, BY THE
WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2024.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that ORDINANCE 24-52 was delivered to the Mayor of
Westfield on the _____ day of _____, 2024, at
_____m.

Marla Ailor, Clerk Treasurer

I hereby APPROVE ORDINANCE 24-52

this _____ day of _____,
2024.

I hereby VETO ORDINANCE 24-52

this _____ day of _____,
2024.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

This document was prepared by Bradie Louks, City of Westfield, 130 Penn St., Westfield, IN, 46074 (317-804-3027).

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/ Bradie Louks.

2025 Salary Ordinance

Attachment A

Title	Maximum Bi-Weekly Base Salary	Paid Annual Hours	Status - Exempt or Non-Exempt
Administration			
Chief of Legal/City Attorney	\$8,612	2080	E
Deputy Mayor/Chief of Staff	\$7,770	2080	E
Assistant City Attorney	\$6,929	2080	E
Enterprise Development Director	\$6,508	2080	E
Financial Strategist	\$5,092	2080	E
Executive Operations Manager	\$3,036	2080	NE
Executive Assistant	\$3,036	2080	NE
Communications			
Director of Communications	\$4,930	2080	E
Branding and Creative Lead	\$3,246	2080	NE
Graphic Designer I	\$3,036	2080	NE
Communications Specialist	\$2,825	2080	NE
Intern		1000	NE
Community Development			
Director of Community Development	\$6,087	2080	E
Long-Range Planning Manager	\$4,509	2080	E
Current Planning Manager	\$4,509	2080	E
Assistant Director of Community Development	\$4,298	2080	E
Building Commissioner	\$4,298	2080	E
Senior Planner	\$4,088	2080	NE
Administrative Specialist Manager	\$3,877	2080	E
Compliance Manager	\$3,877	2080	NE
Assistant Building Commissioner	\$3,667	2080	NE
Senior Associate Planner	\$3,457	2080	NE
Senior Building Inspector	\$3,036	2080	NE
Associate Planner	\$2,825	2080	NE
Building Inspector	\$2,825	2080	NE
Compliance Inspector	\$2,615	2080	NE
Administrative Specialist	\$2,404	2080	NE
Part-Time Employee		1300	NE
Intern		1000	NE
Economic Development			
Economic Development Director	\$6,087	2080	E
Redevelopment Manager	\$4,509	2080	E
Redevelopment Strategist	\$3,877	2080	NE
Economic Development Strategist	\$3,877	2080	NE
Project Manager/Office Administrator	\$3,877	2080	NE

Facilities and Events

Facilities and Events Director	\$6,087	2080	E
Facilities Manager	\$4,298	2080	E
Westfield Welcome Manager	\$3,877	2080	E
Senior Community Events Coordinator	\$3,667	2080	NE
Facilities Coordinator	\$3,246	2080	NE
Community Events Coordinator	\$3,036	2080	NE
Social Media & Marketing Specialist	\$3,036	2080	NE
Hospitality Coordinator	\$2,825	2080	NE
Facilities Maintenance Assistant	\$2,404	2080	NE
Temporary/Seasonal Staff		2000	NE
Part-Time Community Events Coordinator		1300	NE
Intern		1000	NE

Fire Department

Fire Chief	\$6,929	2080	E
Deputy Chief	\$6,087	2080	E
Division Chief	\$5,666	2080	NE
Deputy Fire Marshal	\$5,092	2080	NE
*Battalion Chief	\$5,092	2756	NE
*Captain	\$4,930	2756	NE
*Field Resource Paramedic	\$4,930	2756	NE
*Lieutenant	\$4,719	2756	NE
*Engineer	\$4,509	2756	NE
*1st Class Firefighter	\$4,298	2756	NE
*Senior Firefighter	\$4,298	2756	NE
*Paramedic	\$4,298	2756	NE
Fire Mechanic	\$3,667	2080	NE
*2nd Class Firefighter	\$3,667	2756	NE
Emergency Response Social Worker	\$3,667	2080	NE
*3rd Class Firefighter	\$3,457	2756	NE
Community Risk Reduction Specialist	\$3,457	2080	NE
Fire Inspector	\$3,246	2080	NE
*Probationary Firefighter	\$3,246	2756	NE
Office Manager	\$3,246	1950	NE
Operations Manager	\$3,246	1950	NE
Administrative Coordinator	\$2,615	1950	NE

***Positions based on union salary guidelines.**

Grand Park

Director of Grand Park	\$6,087	2080	E
Facility Operations Manager	\$4,088	2080	E
Grounds Manager	\$4,088	2080	E
Facility Maintenance Manager	\$3,457	2080	E
Client Services Manager	\$3,457	2080	E
Client Services Assistant	\$2,615	2080	NE
Grounds Irrigation Specialist	\$2,615	2080	NE
Grounds Assistant	\$2,194	2080	NE
Operations Assistant	\$2,194	2080	NE
Facility Maintenance Assistant	\$2,194	2080	NE
Temporary/Seasonal Staff		2000	NE
Part-Time Employees		1300	NE
Intern		1000	NE

Human Resources

Human Resources Director	\$5,092	2080	E
Human Resources Benefits Manager	\$3,877	2080	E
Human Resources Generalist	\$3,246	2080	NE
Intern		1000	NE

Informatics

Director of Informatics	\$5,666	2080	E
GIS Manager	\$4,298	2080	E
Project Manager	\$4,298	2080	NE
IT Infrastructure Manager	\$4,298	2080	NE
Senior Business Analyst	\$3,877	2080	NE
Systems Analyst	\$3,457	2080	NE
GIS Technician	\$3,246	2080	NE
Helpdesk Coordinator	\$2,825	2080	NE
Helpdesk Technician	\$2,615	2080	NE
Intern		1000	NE

Parks and Recreation

Parks and Recreation Director	\$5,092	2080	E
Parks Manager	\$3,246	2080	NE
Landscape Manager	\$3,246	2080	NE
Grand Junction Plaza Coordinator	\$3,036	2080	NE
Recreation Program Manager	\$3,036	2080	NE
Parks Foreman	\$3,036	2080	NE
Urban Forestry Specialist	\$2,615	2080	NE
Park Laborer	\$2,194	2080	NE
Temporary/Seasonal Staff		2000	NE
Part-Time Employees		1300	NE
Intern		1000	NE

Police Department

Chief of Police	\$6,929	2080	E
Assistant Chief	\$6,087	2080	E
Captain	\$4,930	2080	E
Lieutenant	\$4,509	2080	NE
Administrative Lieutenant	\$4,509	2080	NE
Patrol Lieutenant	\$4,509	2080	NE
Detective Lieutenant	\$4,509	2080	NE
Sergeant	\$4,298	2080	NE
Patrol Sergeant	\$4,298	2080	NE
Detective	\$4,088	2080	NE
Criminalist - Property Room Manager	\$3,877	2080	NE
Patrol 1st Class	\$3,877	2080	NE
School Resource Officer	\$3,877	2080	NE
Training Coordinator	\$3,877	2080	NE
Special Services Officer	\$3,877	2080	NE
Records Manager	\$3,667	2080	NE
Patrol 2nd Class	\$3,667	2080	NE
Probationary Patrol	\$3,457	2080	NE
Civilian Criminalist	\$3,457	2080	NE
Community Service Officer	\$3,246	2080	NE
Records Quality Control Assistant	\$2,825	2080	NE
Records Assistant	\$2,615	2080	NE

Public Works

PW Administration

Public Works Director	\$6,508	2080	E
Assistant Public Works Director	\$4,298	2080	E
Community, Fleet, and Safety Officer	\$4,298	2080	E
Billing Manager	\$3,036	2080	NE
Public Works Administrator	\$2,615	2080	NE

City Maintenance

Street Superintendent	\$4,298	2080	E
Street Supervisor	\$3,457	2080	NE
Foreman	\$3,036	2080	NE
Facility Handyman	\$2,825	2080	NE
Equipment Operator/Mechanic	\$2,615	2080	NE
Crew Leader	\$2,615	2080	NE
Sign Maintenance Technician	\$2,615	2080	NE
Street Laborer	\$2,194	2080	NE
Temporary/Seasonal Laborer		2000	NE

Engineering

City Engineer	\$5,666	2080	E
Assistant City Engineer	\$4,719	2080	E
Capital Program Manager	\$4,719	2080	E
Senior Project Manager	\$4,298	2080	NE
Project Engineer	\$3,877	2080	NE
Stormwater Coordinator	\$3,667	2080	NE
Planning Coordinator	\$3,667	2080	NE
Plan Reviewer	\$2,825	2080	NE
Senior Inspector	\$2,825	2080	NE
Inspector	\$2,615	2080	NE
Encroachment Inspector	\$2,615	2080	NE
Erosion Inspector	\$2,615	2080	NE
Intern		1300	NE

Other

Interns	Up to \$14,000 annually
Part-Time Employees	\$15-\$30 per hour
Advisory Plan Commission	\$400 per quarter
Board of Public Works	\$262.50 per quarter
Department Stipends	Up to \$5,000 per year
Vehicle Stipends	Up to \$5,000 per year

Longevity Pay (Police Only)

Years 1-10	\$200 per year
Years 11-25	\$250 per year
Maximum Longevity	\$5,750 per year

Incentive/Specialty Pays**Community Development**

Inspector Certification	\$1,000 per certification
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Fire

Fire Mechanic	\$2000 per year
Autotech	\$2000 per year
PIO	\$2000 per year
Field Training Officer	\$1200 per year
SCBA Technician	\$1000 per year
Spec Committee	\$1000 per year
Radio Maintenance	\$1000 per year
Hazmat Coordinator	\$1000 per year
Water Rescue Coordinator	\$1000 per year
Technical Rescue Coordinator	\$1000 per year
Multi-lingual	\$1000 per year
Peer Fitness Trainers	\$750 per year

Police

Physical Fitness ILEA Exit Standard	\$1250 semi-annually
ILEA Instructor	\$2000 per year
Spanish Language / Certified	\$2000 per year
Field Training Manager	\$500 per year
K9 Care, Feeding, Maintenance	\$25 per day
Detective On-Call	\$50 per day
Criminalist On-Call	\$50 per day
Field Training Officer	\$10 per hour

Title	2025 Salary Ordinance	Attachment B	
	Maximum Bi-Weekly Base Salary	Paid Annual Hours	Status - Exempt or Non- Exempt
Clerk Treasurer's Office			
Financial Analyst/Deputy Clerk	\$4,509	1950	NE
Chief Deputy	\$4,088	1950	NE
Payroll Manager/Deputy Clerk	\$3,667	1950	NE
Accounting Manager/Deputy Clerk	\$3,457	1950	NE
Records Manager/Deputy Clerk	\$3,036	1950	NE

Benefit Summaries 2025

Civilian Personnel

INSURANCE

HEALTH, DENTAL, VISION, LIFE, WORKERS COMPENSATION, VOLUNTARY LIFE, VOLUNTARY SUPPLEMENTAL POLICES THROUGH AFLAC, AND VOLUNTARY LONG-TERM DISABILITY –
As available for all employees.

CITY CONTRIBUTION FOR HEALTH SAVINGS ACCOUNT (HSA)- To encourage participation with the Know Your Numbers program, the City of Westfield contributes to the employee's HSA in the amount of \$500 (if on the employee only plan) and \$1,500 (if on the employee plus spouse, employee plus child(ren) or employee plus family plan) in the year of 2025. All employees will automatically receive half of their HSA contribution in January 2025. The other half of the HSA contribution will be received in July 2025 **only** if the employee participates in the Know Your Numbers program (and the spouse of the employee, if they are on the medical plan). Also, the Know Your Numbers program must be completed by the given deadline in 2025 in order to receive the second half of the HSA contribution.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS - As provided for all employees.

EMPLOYEE ASSISTANCE PROGRAM AND RIVERVIEW BEHAVIORAL HEALTH - As provided for all employees.

RETIREMENT

Civilian PERF – 14.2% (2025) of the employee's gross salary is contributed by the City for the PERF program (Public Employees Retirement Fund).

1. 3% of the employee's gross salary is contributed on behalf of the employee (employee's contribution) by the City and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the city. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.
2. 11.2% of the employee's gross salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

ATTACHMENT C

401(a)/457(b) Plan (Supplemental Retirement Plan)

The City of Westfield offers one supplemental 457 retirement plan to all employees. Employees may contribute a maximum amount authorized by law into the 457(b) plan.

City Matching Contribution

To encourage employee participation in the 457 plans, the City makes a matching contribution of \$.667 for each \$1.00 contributed up to 6% of base pay for all civilian employees into the 401(a) side.

HOLIDAY PAY SCHEDULE

As approved by the City Council. Pay for actual days approved by Council coordinated with approval with supervision.

Certain Professional Police Personnel

INSURANCE

HEALTH, DENTAL, VISION, LIFE, WORKERS COMPENSATION VOLUNTARY LIFE, VOLUNTARY SUPPLEMENTAL POLICES THROUGH AFLAC, AND VOLUNTARY LONG-TERM DISABILITY - As available for all employees.

CITY CONTRIBUTION FOR HEALTH SAVINGS ACCOUNT (HSA)- To encourage participation with the Know Your Numbers program, the City of Westfield contributes to the employee's HSA in the amount of \$500 (if on the employee only plan) and \$1,500 (if on the employee plus spouse, employee plus child(ren) or employee plus family plan) in the year of 2025. All employees will automatically receive half of their HSA contribution in January 2025. The other half of the HSA contribution will be received in July 2025 only if the employee participates in the Know Your Numbers program (and the spouse of the employee, if they are on the medical plan). Also, the Know Your Numbers program must be completed by the given deadline in 2025 in order to receive the second half of the HSA contribution.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all police employees on Civilian PERF.

MEDICARE CONTRIBUTIONS ONLY – As provided for all police employees on 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund).

EMPLOYEE ASSISTANCE PROGRAM AND RIVERVIEW BEHAVIORAL HEALTH – As provided for all employees.

PROTEAM WELLNESS– As provided for all first responders.

RETIREMENT

Civilian PERF – 14.2% (2025) of the employee's gross salary is contributed by the City for the PERF program (Public Employees Retirement Fund).

1. 3% of the employee's gross salary is contributed on behalf of the employee (employee's contribution) by the City and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.

ATTACHMENT C

2. 11.2% of the employee's gross salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

1977 Police Officers' and Firefighters Retirement Fund (77 Fund)

Certain Professional Police personnel are covered by a state sponsored retirement plan that is referred to as the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund) program.

1. 21.30% of the "Patrolman 1st Class" base salary plus 20 years longevity pay is contributed by the City to the 77 FUND plan for those in the 1977 Police Officers' and Firefighters Retirement Fund.
2. 5% of the "Patrolman 1st Class" base salary plus 20 years longevity pay is deducted from each police personnel's bi-weekly pay to make an additional contribution to this plan.

401(a)/457(b) Supplemental Retirement Plan for Certain Police Officers

To supplement retirement (because certain police officers are not in the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund) plan, the City contributes 13% of the officer's base pay into the 401(a) side.

401(a)/457(b) Supplemental Retirement Plan for Police Officers on the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund)

The City makes a contribution of 6.2% of a police officer's pay into the 401(a) plan.

401(a)/457(b) Supplemental Retirement Plan

Professional police officers can contribute additional funds into their 457(b) plan to further supplement their retirement if they so desire.

City Matching Contribution

There is no matching program for this category of Professional police personnel.

HOLIDAY PAY SCHEDULE -

Police officers are permitted to "select" their "Holidays" as additional time scheduled with their supervisor. The number of holidays (equal in number of hours) approved by the council is the same number of hours offered to police officers.

ATTACHMENT C

Certain Professional Fire Personnel

INSURANCE

HEALTH, DENTAL, VISION, LIFE, WORKERS COMPENSATION VOLUNTARY LIFE, VOLUNTARY SUPPLEMENTAL POLICES THROUGH AFLAC, AND LONG-TERM DISABILITY - As available for all employees.

CITY CONTRIBUTION FOR HEALTH SAVINGS ACCOUNT (HSA)- To encourage participation with the Know Your Numbers program, the City of Westfield contributes to the employee's HSA in the amount of \$500 (if on the employee only plan) and \$1,500 (if on the employee plus spouse, employee plus child(ren) or employee plus family plan) in the year of 2025. All employees will automatically receive half of their HSA contribution in January 2025. The other half of the HSA contribution will be received in July 2025 only if the employee participates in the Know Your Numbers program (and the spouse of the employee, if they are on the medical plan). Also, the Know Your Numbers program must be completed by the given deadline in 2025 in order to receive the second half of the HSA contribution.

POST EMPLOYMENT HEALTH PLAN

All Fire department employees, professional and civilian are included in Post-Employment Health Plan (PEHP) which is a tax-free investment plan to provide funding for individual healthcare after separation from ones employer. The city contributes 2% of the pension base to all employees at the Fire Department. It's calculated by figuring 2% of the pension base at the beginning of the year and dividing it in half, those halves are distributed.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all fire employees on Civilian PERF.

MEDICARE CONTRIBUTIONS ONLY – As provided for all fire employees on 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund).

EMPLOYEE ASSISTANCE PROGRAM AND RIVERVIEW BEHAVIORAL HEALTH – As provided for all employees.

PROTEAM WELLNESS– As provided for all first responders.

RETIREMENT

Civilian PERF – 14.2% (2025) of the employee's gross salary is contributed by the City for the PERF program (Public Employees Retirement Fund).

ATTACHMENT C

1. 3% of the employee's gross salary is contributed on behalf of the employee (employee's contribution) by the City and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement or received in full at retirement.
2. 11.2% of the employee's gross salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

1977 Police Officers' and Firefighters Retirement Fund ('77 Fund)

Certain Professional Fire personnel are covered by a state sponsored retirement plan that is referred to as the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund) program.

1. 21.30% of the "1st Class Firefighter" base salary plus 20 years longevity pay is contributed by the City to the 77 FUND plan for those in the 1977 Police Officers' and Firefighters Retirement Fund.
2. 5% of the "1st Class Firefighter" base salary plus 20 years longevity pay is deducted from each fire personnel's bi-weekly pay to make an additional contribution to this plan.

401(a)/457(b) Supplemental Retirement Plan for Certain Firefighters and Paramedics

To supplement retirement because certain fire personnel and paramedics are not in the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund) plan the City contributes 13% of the fire personnel's base pay into the 401(a) plan.

401(a)/457(b) Supplemental Retirement Plan for Police Officers on the 1977 Police Officers' and Firefighters Retirement Fund ('77 Fund)

The City makes a contribution of 6.2% of a firefighter's pay into the 401(a) plan.

401(a)/457(b) Supplemental Retirement Plan

Professional fire personnel can contribute additional funds into their 457(b) plan to further supplement their retirement if they so desire.

City Matching Contribution

There is no matching program for Professional fire personnel.

HOLIDAY PAY SCHEDULE

Fire personnel are permitted to "select" their Holidays as additional time scheduled with their supervisor. The number of days approved by the council for professional fire personnel is four (4) 24-hour days.

**Schedule 1
Longevity**

<u>Hire Year</u>	<u>Years Longevity in</u>	<u>Longevity Pay in</u>	<u>Per Hour based on 2080 Hours</u>	<u>Per Hour based on 1950 Hours</u>	<u>Approximately</u>	
2024	0	\$0.00	\$0.00	\$0.00	Years 1-10	\$200/Year
2023	1	\$200.00	\$0.10	\$0.10	Years 11-25	\$250/Year
2022	2	\$400.00	\$0.19	\$0.21		
2021	3	\$600.00	\$0.29	\$0.31		
2020	4	\$800.00	\$0.38	\$0.41		
2019	5	\$1,000.00	\$0.48	\$0.51		
2018	6	\$1,200.00	\$0.58	\$0.62		
2017	7	\$1,400.00	\$0.67	\$0.72		
2016	8	\$1,600.00	\$0.77	\$0.82		
2015	9	\$1,800.00	\$0.87	\$0.92		
2014	10	\$2,000.00	\$0.96	\$1.03		
2013	11	\$2,250.00	\$1.08	\$1.15		
2012	12	\$2,500.00	\$1.20	\$1.28		
2011	13	\$2,750.00	\$1.32	\$1.41		
2010	14	\$3,000.00	\$1.44	\$1.54		
2009	15	\$3,250.00	\$1.56	\$1.67		
2008	16	\$3,500.00	\$1.68	\$1.79		
2007	17	\$3,750.00	\$1.80	\$1.92		
2006	18	\$4,000.00	\$1.92	\$2.05		
2005	19	\$4,250.00	\$2.04	\$2.18		
2004	20	\$4,500.00	\$2.16	\$2.31		
2003	21	\$4,750.00	\$2.28	\$2.44		
2002	22	\$5,000.00	\$2.40	\$2.56		
2001	23	\$5,250.00	\$2.52	\$2.69		
2000	24	\$5,500.00	\$2.64	\$2.82		
1999 and Previous	25	\$5,750.00	\$2.76	\$2.95		

Schedule only applies to Police Department employees.



2025 Holiday Schedule for Civilian Employees

New Year's Day	Wednesday	January 1, 2025
Martin Luther King Jr. Day	Monday	January 20, 2025
Presidents' Day	Monday	February 17, 2025
Memorial Day	Monday	May 26, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day after Thanksgiving	Friday	November 28, 2025
Christmas Eve	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025
New Year's Eve	Wednesday	December 31, 2025
Two Floating Holidays		

ORDINANCE NUMBER 24-53

2025 Elected Officials Salary Ordinance

**AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING
SALARIES, WAGES, BENEFITS, STIPENDS AND OTHER
COMPENSATION FOR THE 2025 CALENDAR YEAR.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTFIELD:

Section I.

The salaries, hourly wages, stipends, and other compensation for elected officials of the City of Westfield are described in this ordinance.

Section II.

The Salaries of the elected officials of the City of Westfield for the year 2025 shall be as follows:

Mayor	\$128,672
Clerk Treasurer	\$109,782
City Council	\$17,839/each

Section III.

Additional Compensation for the year 2025 shall be as follows:

Mayor Stipend	\$5,000
Clerk Treasurer Vehicle Allowance	\$6,000
Clerk Treasurer Stipend	\$5,000
City Council President	\$2,500

Section IV.

The employee contribution to the Public Employee's Retirement Fund (PERF) will be paid for the Mayor and Clerk Treasurer by the City of Westfield.

Section V.

The retirement contributions and other benefit programs offered by the City of Westfield on behalf of the Mayor and Clerk Treasurer are described on Attachment A.

PASSED THIS 28th DAY OF OCTOBER, 2024, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ 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 ORDINANCE 24-53 as delivered to the Mayor of Westfield on the _____ day of _____, 2024, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 24-53

this _____ day of _____,
2024.

I hereby VETO ORDINANCE 24-53

this _____ day of _____,
2024.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

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/ Marla Ailor

ATTACHMENT A
ELECTED OFFICIAL BENEFIT SUMMARIES 2025
Mayor and Clerk Treasurer
Common Council (for Insurance only)

INSURANCE

HEALTH, LIFE, DENTAL, VISION, WORKERS COMPENSATION – As available for all employees.

SOCIAL SECURITY/MEDICARE CONTRIBUTIONS – As provided for all employees.

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees.

RETIREMENT

CIVILIAN PERF – 14.2% (2025) of the eligible employee's salary is contributed by the City for the PERF program (Public Employees Retirement Fund). Benefits for elected officials retired from PERF may differ. Please see the Clerk Treasurer's Office for more information.

1. 3% of the employee's salary is contributed on behalf of the employee (employee's contribution) and identified in a private PERF account for the employee. This money is available to the employee if they would resign from the City. Once the employee begins to draw a retirement check from PERF this fund may be used to supplement that monthly retirement.
2. 11.2% of the employee's salary is contributed for the employee (City's contribution) and is added to the general state retirement fund that supports all state employees through the PERF retirement program.

457 PLAN (Supplemental Retirement Plan) – The City of Westfield offers one supplemental 457 retirement plan to all employees. Employees may contribute (pretax) a maximum amount authorized by law into the plan.

CITY MATCHING CONTRIBUTION – To encourage employee participation in the 457 plans, the City makes a matching contribution of \$.667 for each \$1.00 contributed up to 6% of base pay for all civilian employees. This matching contribution is made in July and January of each year into a 401A account that requires vesting.

ORDINANCE NO. 24-60

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF WESTFIELD, INDIANA, APPROVING ADDENDUM NO. 2 TO THE 2024
LEASE, RAFFIRMING THE PLEDGE OF CERTAIN REVENUES OF THE CITY
TO THE PAYMENT OF LEASE RENTALS, APPROVING THE EXCHANGE OF
CERTAIN LOCAL PUBLIC IMPROVEMENTS AS THE LEASED PREMISES AND
ALL MATTERS RELATED THERETO**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “Council”), is the fiscal body of the City of Westfield, Indiana (the “City”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”) as lessee (the “Commission” or “Lessee”), entered into a lease, including Addendum No. 1 thereto (collectively, the “Lease”) with the Westfield Redevelopment Authority, as lessor (the “Authority” or “Lessor”), dated as of April 15, 2024 to provide for the acquisition and financing of certain local public improvements more fully described in the Lease as the Leased Premises (as defined in the Lease) (the “Project”); and

WHEREAS, the Authority issued its Lease Rental Bonds of 2024 (the “Bonds”) pursuant to a Trust Indenture by and between the Authority and The Huntington National Bank, as trustee (the “Trustee”) dated as of July 1, 2024 (the “Indenture”) in an initial principal amount of Twenty Million One Hundred Forty-Five Thousand Dollars (\$20,145,000) to finance the acquisition and construction of the Project of which Twenty Million One Hundred Forty-Five Thousand Dollars (\$20,145) Five Hundred Fifteen Thousand Dollars (\$20,145,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements (the “Substitute Leased Premises”) to the Authority; and

WHEREAS, Section 8.2 of the Indenture provides that the Authority shall have the right at all times, as proper management of the business of the Authority may require, to add additional property to the Leased Premises or remove any portion of the Leased Premises, change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under the Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the annual rentals to be paid under the Lease by the Lessee have been pledged by the Lessor to repay funds borrowed by the Lessor to finance the acquisition of the Project; and

WHEREAS, Indiana Code 36-7-14.5 authorizes the Lessee to pledge revenues available to it to finance the costs of the Project, or to make lease rental payments for the Project and such pledge was made pursuant to Council Ordinance 24-26; and

WHEREAS, the annual rentals to be paid under the Lease by the Lessee will be derived from any legally available revenues of the City (“General Revenues”) of the City and, to the extent General Revenues are not sufficient, from a special benefits tax levied and collected in the District under IC 36-7-14-27 (“Special Benefits Tax”) and, in addition, tax increment collected in allocation areas located in the District may be used to pay lease rentals;

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Substituted Leased Premises for the existing Leased Premises being accomplished by the execution and delivery of Addendum No. 2 is the only change being made to the Lease and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the pledge of General Revenues of the City to those payments is by this ordinance reaffirmed and unchanged; and

WHEREAS, no changes are being made to the Indenture; and

WHEREAS, the Commission, on October 21, 2024, after the required notice of a hearing on the proposed Addendum No. 2 was given by publication in the *Hamilton County Reporter* and the *Noblesville Times*, the hearing was held in accordance with the notice after which the Commission made the determination that the existing Lease Rental payment schedule and amounts as applied to the Substitute Leased Premises are (i) based on the value of the Substituted Leased Premises, (ii) a fair and reasonable Lease Rental payment schedule for the Substituted Leased Premises, and (iii) in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the transfer of the Substituted Leased Premises to the Authority by the City in exchange for the transfer of the existing Leased Premises to the City, which the Authority will, pursuant to the terms of the existing Lease, as amended by the Addendum No. 2, lease said local public improvements to the Commission is necessary, is in the best interests of the City and its residents and serves a public purpose; and

WHEREAS, pursuant to Indiana Code 6-1.1-17-20.5, Indiana Code 36-7-14.5-14, Indiana Code 36-7-14.5-19, Indiana Code 36-7-14-25.1 and Indiana Code 36-7-14-25.2, the Authority and the Commission could not enter into the Lease and the Authority could not issue the Bonds unless it received approval by the Council which the Council, in its capacity as the City fiscal body, gave by adopting its Resolution No. 24-112; and

WHEREAS, it now appears to the Council that the substitution of the Leased Premises is in the best interest of the Authority, the Commission and the City and that the Lease as modified by the proposed Addendum No. 2 submitted to the Council, which is incorporated herein, provides for a fair and reasonable rental; and

WHEREAS, the Lease and the Addendum No. 2 are for the benefit of the citizens of the City. The proposed Addendum No. 2 modifies the definition of Leased Premises in the Lease

by substituting a new definition of Leased Premises (“Substitute Leased Premises”) in lieu thereof. The timing and amounts of the Lease Rentals (as defined in the Lease) and the remainder of the Lease remain unchanged. The Substitute Leased Premises consist of certain local public improvements consisting of the acquisition and leasing of certain improved roadways as set forth in the Addendum No. 2 which will be exchanged with the City for the existing Leased Premises. The Lease provides for approximately equal installments according to a schedule attached to the Lease with a maximum annual Lease Rental of One Million Seven Hundred Forty-Eight Thousand Dollars (\$1,748,000), payable semiannually on January 1 and July 1 of each year during the term of the lease, commencing on January 1, 2025. Lease Rentals shall be continue to be payable from a pledge of General Revenues of the City and if General Revenues are not sufficient, from a special benefits tax levied and collected in the District under Indiana Code 36-7-14-27 (the “Special Benefits Tax”) and, in addition, tax increment collected in allocation areas located in the District may be used to pay Lease Rentals provided, however, the Commission and the City may, but are not obligated to, make Lease Rental payments from other legally available sources;

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

Section 1. The terms and conditions of the proposed form of Addendum No. 2, attached hereto as Exhibit A and made a part hereof, are approved. The annual Lease Rental payments under the Lease continue to be payable by the Commission from a pledge of General Revenues. The City hereby reaffirms its pledge to the Commission of General Revenues, Special Benefits Tax and tax increment sufficient for the Commission to pay Lease Rental payments on the Lease as same become due (the “General Revenues Pledge”), such pledge to be effective as set forth in Indiana Code 5-1-14-4 without recording this Ordinance or any other instruments.

Section 2. The Bonds shall continue to be payable from the Commission’s payments to the Authority pursuant to the terms of the Lease.

Section 3. Pursuant to Indiana Code 36-1-11-8, the City shall transfer all of the City’s interest in the Substituted Leased Premises to the Authority in exchange for the transfer by the Authority to the City of the existing Leased Premises. The Mayor and Clerk-Treasurer of the City are hereby authorized and directed to take all such actions and to execute all such instruments as such officer deems necessary or desirable to carry out the transactions contemplated by this Ordinance. Any such documents heretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance 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.

[Remainder of page intentionally left blank]

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

WESTFIELD COMMON COUNCIL Hamilton County, Indiana
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WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
--------------------------	------------------------------	-----------------------

_____ Kurt J. Wanninger	_____ Kurt J. Wanninger	_____ Kurt J. Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ <u>Joe Duepner</u>	_____ 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
City of Westfield, Indiana

I hereby certify that ORDINANCE 24-60 was delivered to the Mayor of Westfield, Indiana on the ____ day of _____, 2024, at _____.m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 24-60

this ____ day of _____, 2024

at __:____.m.

Scott A. Willis, Mayor

I hereby VETO Ordinance 24-60

this ____ day of _____, 2024

at __:____.m.

Scott A. Willis, 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.*

This document prepared by James T. Crawford, Taft Stettinius & Hollister LLP, 3500 One Indiana Square, Indianapolis, Indiana 46204, 317-713-3606.

EXHIBIT A

ADDENDUM NO. 2

TO THE LEASE AGREEMENT
BETWEEN THE
WESTFIELD REDEVELOPMENT AUTHORITY
AND
WESTFIELD REDEVELOPMENT COMMISSION
DATED AS OF APRIL 15, 2024

WHEREAS, the Westfield Redevelopment Authority (the “Authority” or “Lessor”), as a separate body corporate and politic organized and existing under the provisions of Indiana Code 36-7-14.5 as an instrumentality of Westfield, Indiana, as Lessor, previously entered into a lease of certain local public improvements described in Exhibit A attached thereto and hereto as Exhibit B (the “Leased Premises”) with the Westfield Redevelopment Commission (the “Commission” or “Lessee”), dated as of April 15, 2024 (as supplemented and amended by Addendum No. 1, collectively, the “Lease”); and

WHEREAS, the Authority issued its Lease Rental Revenue Bonds of 2024 (the “Bonds”) pursuant to a Trust Indenture by and between the Authority and The Huntington National Bank, as trustee (the “Trustee”) dated as of July 1, 2024 (the “Indenture”) in an initial principal amount of Twenty Million One Hundred Forty-Five Thousand Dollars (\$20,145,000) to finance the acquisition and construction of the Project of which Twenty Million One Hundred Forty-Five Thousand Dollars (\$20,145,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements described in Exhibit C attached hereto (the “Substituted Leased Premises”) to the Authority; and

WHEREAS, Section 8.2 of the Indenture provides that the Authority shall have the right at all times, as proper management of the business of the Authority may require to change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced; and

WHEREAS, Section 1 of the Lease provides that the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Leased Premises being accomplished by this Addendum No. 2 is the only change being made to the Lease and no changes are being made to the Indenture and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the Common Council of the City has reaffirmed its pledge of LIT to those payments.

NOW THEREFORE, IT IS HEREBY CERTIFIED AND STIPULATED by the parties to this Addendum No. 2 to Lease that the property described in the Lease as the Leased Premises is hereby removed from the definition of Leased Premises and exchanged for the Substituted Leased Premises described herein in Exhibit C attached hereto and hereinafter the definition of Leased Premises shall be as described in Exhibit C attached hereto.

[SIGNATURE PAGES FOLLOW]

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[illegible]

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared Joseph Plankis and Brian Tomamichael, personally known to me to be the President and Secretary, respectively, of the Westfield Redevelopment Commission, and acknowledged the execution of the foregoing Addendum No. 2 to Lease for and on behalf of said Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

(Written Signature)

(Printed Name) _____ Notary Public

My Commission Expires: _____
My Commission Number: _____

My County of Residence: _____

I affirm, under 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

This instrument prepared by James T. Crawford, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204

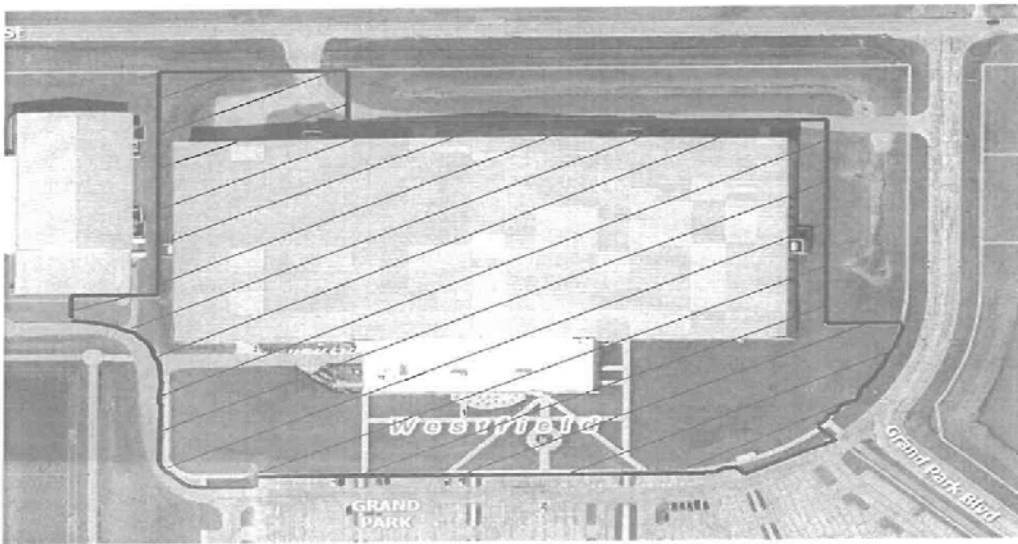
EXHIBIT B

DESCRIPTION OF THE LEASED PREMISES

Description of Real Estate on which Leased Premises Located

19000 Grand Park Boulevard, Westfield, IN 46074.

Lot One (1) in Grand Park Subdivision, an addition to the City of Westfield, Hamilton County, Indiana, as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Cabinet 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana.



4874-8055-2353.3

Parcel Boundary (public): 08-05-26-00-01-001.000

FMTPRCLNO	08-05-26-00-01-001.000
TAX_YEAR	2,015
PLAT	11,122.00
EXPORTDATE	3/29/2024, 5:10 PM
LASTXFRDATE	11/29/2016, 7:00 PM
DEEDEDOWNR	City of Westfield
LOCADDRESS	19000 Grand Park Blvd
LOCHSENUMR	19000
LOCSTRDIR	
LOCSTRNAME	Grand Park
LOCSTRSUF	Bld
LOCCITY	Westfield
LOCZIP	46074
LEGALDESC	Acreage 14.30 Section 26, Township 19, Range 3 GRAND PARK Lot 1 Irregular Shape
SECTIONNO	26
TOWNSHIP	19
RANGE	3
SUBDIVCODE	98,418,162.00
SUBDIVNAME	GRAND PARK
SUBDIVSEC	
BLOCK	
LOTNUMBER	1
CONDOUNIT	
DEEDACRES	14.30
PROPCCLASS	640
PROPUSE	Exempt Municipality
TAXDISTCOD	09
TAXDISTNAM	Westfield
POLTWP	Washington
OWNNAME	City of Westfield
OWNADDRESS	2728 E 171st St
OWNCITY	Westfield
OWNSTATE	IN
OWNZIP	46074
OWNCOUNTRY	
PARCELNO	0805260001001000
PARCEL	001
HFCD	90906E
HFDESCR	Grand Junction WF Expansion Area 1
AVLAND	

AVIMPROVE
AVTOTGROSS
AVTAXYR 2,023
STPRCLNO 29-05-26-001-001.000-015
PROPERTYREPORT [More info](#)

EXHIBIT C

DESCRIPTION OF SUBSTITUTED LEASED PREMISES

The Substituted Leased Premises shall hereinafter consist of the City's interests in the following local public improvements which are being transferred by the City to the Authority in exchange for the existing Leased Premises:

Roadway Name	From	To
196 th Street	East St.	Grassy Branch Rd.
East Street	196 th St.	SR 38
Westfield Blvd.	169 th	SR 32
Mill Street	SR 32	Union St.

ORDINANCE NO. 24-61

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF WESTFIELD, INDIANA, APPROVING ADDENDUM NO. 2 TO THE 2018
LEASE, RAFFIRMING THE PLEDGE OF CERTAIN REVENUES OF THE CITY
TO THE PAYMENT OF LEASE RENTALS, APPROVING THE EXCHANGE OF
CERTAIN LOCAL PUBLIC IMPROVEMENTS AS THE LEASED PREMISES AND
ALL MATTERS RELATED THERETO**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “Council”), is the fiscal body of the City of Westfield, Indiana (the “City”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”) as lessee (the “Commission” or “Lessee”), entered into a lease, including Addendum No. 1 thereto (collectively, the “Lease”) with the Westfield Redevelopment Authority, as lessor (the “Authority” or “Lessor”), dated as of September 12, 2017, to provide for the acquisition and financing of certain local public improvements more fully described in the Lease as the Leased Premises (as defined in the Lease) (the “Project”); and

WHEREAS, the Authority issued its Local Income Tax Lease Rental Revenue Bonds, Series 2018 (the “Bonds”) pursuant to Council Ordinance No, 17-29, dated as of September 12, 2017, in an initial principal amount of Twenty-Six Million Two Hundred Eighty Thousand Dollars (\$26,280,000) to finance the acquisition and construction of the Project of which Twenty-One Million Four Hundred Ninety-Five Thousand Dollars (\$21,495,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements (the “Substitute Leased Premises”) to the Authority; and

WHEREAS, Section 1 of the Lease provides that the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Substituted Leased Premises for the existing Leased Premises being accomplished by the execution and delivery of Addendum No. 2 is the only change being made to the Lease and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the pledge of LIT to those payments is by this ordinance reaffirmed and unchanged; and

WHEREAS, the Commission, on October 21, 2024, after the required notice of a hearing on the proposed Addendum No. 2 was given by publication in the *Hamilton County Reporter* and the *Noblesville Times*, the hearing was held in accordance with the notice after which the Commission made the determination that the existing Lease Rental payment schedule and amounts as applied to the Substitute Leased Premises are (i) based on the value of the Substituted Leased Premises, (ii) a fair and reasonable Lease Rental payment schedule for the Substituted Leased Premises, and (iii) in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the transfer of the Substituted Leased Premises to the Authority by the City in exchange for the transfer of the existing Leased Premises to the City, which the Authority will, pursuant to the terms of the existing Lease, as amended by the Addendum No. 2, lease said local public improvements to the Commission is necessary, is in the best interests of the City and its residents and serves a public purpose; and

WHEREAS, pursuant to Indiana Code 6-1.1-17-20.5, Indiana Code 36-7-14.5-14, Indiana Code 36-7-14.5-19, Indiana Code 36-7-14-25.1 and Indiana Code 36-7-14-25.2, the Authority and the Commission could not enter into the Lease and the Authority could not issue the Bonds unless it received approval by the Council which the Council, in its capacity as the City fiscal body, gave by adopting its Ordinance No. 17-29; and

WHEREAS, it now appears to the Council that the substitution of the Leased Premises is in the best interest of the Authority, the Commission and the City and that the Lease as modified by the proposed Addendum No. 2 submitted to the Council, which is incorporated herein, provides for a fair and reasonable rental; and

WHEREAS, the Lease and the Addendum No. 2 are for the benefit of the citizens of the City. The proposed Addendum No. 2 modifies the definition of Leased Premises in the Lease by substituting a new definition of Leased Premises (“Substitute Leased Premises”) in lieu thereof. The timing and amounts of the Lease Rentals (as defined in the Lease) and the remainder of the Lease remain unchanged. The Substitute Leased Premises consist of certain local public improvements consisting of the acquisition and leasing of certain improved roadways as set forth in the Addendum No. 2 which will be exchanged with the City for the existing Leased Premises. The Lease provides for approximately equal installments according to a schedule attached to the Lease with a maximum annual Lease Rental of One Million Seven Hundred Forty-Three Thousand Dollars (\$1,743,000), payable semiannually on June 15 and December 15 of each year during the term of the lease, which commenced on June 15, 2019. Lease Rentals shall be continue to be payable from a pledge of a portion of the City’s distribution of Local Income Taxes (as defined in the Lease), provided, however, the Commission may, but is not obligated to, make Lease Rental payments from other legally available sources;

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

Section 1. The terms and conditions of the proposed form of Addendum No. 2, attached hereto as Exhibit A and made a part hereof, are approved. The annual Lease Rental payments under the Lease continue to be payable by the Commission from a pledge pursuant to Indiana Code 36-7-14-25.5, Indiana Code 6-3.6-6-18 and Indiana Code 6-3.6-1-1 *et. seq.* of distributions of Local Income Taxes to be received by the City (the “LIT Revenues”). The City hereby reaffirms its pledge to the Commission of a portion of the City’s LIT Revenues sufficient for the Commission to pay Lease Rental payments on the Lease as same become due (the “LIT Pledge”), such pledge to be effective as set forth in Indiana Code 5-1-14-4 without recording this Ordinance or any other instruments. Such LIT Pledge shall be effective only to the extent and for the term the Commission is obligated to make payments pursuant to the Lease. On or before each payment date under the Lease, the City shall transfer a sufficient amount of LIT Revenues which shall constitute the pledged amount to enable the Commission to make the Lease Rental payment required by the Lease. The City reasonably believes that on each payment date an amount of LIT Revenues will be sufficiently available to fully pay such Lease Rental payment as provided in the Lease then due and owing. Upon the final payment of the Commission’s payment of its obligations to make Lease Rental payments pursuant to the Lease, the LIT Pledge of this Section shall expire and no longer be in force and effect. The City reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from LIT Revenues, in whole or in part, on a parity with the LIT Pledge for any purpose permitted by law (collectively, “Parity Obligations”). The terms and conditions of any Parity Obligations shall be set forth in the resolution or ordinance authorizing such Parity Obligations.

Section 2. The Bonds shall continue to be payable from the Commission’s payments to the Authority pursuant to the terms of the Lease.

Section 3. Pursuant to Indiana Code 36-1-11-8, the City shall transfer all of the City’s interest in the Substituted Leased Premises to the Authority in exchange for the transfer by the Authority to the City of the existing Leased Premises. The Mayor and Clerk-Treasurer of the City are hereby authorized and directed to take all such actions and to execute all such instruments as such officer deems necessary or desirable to carry out the transactions contemplated by this Ordinance. Any such documents heretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance 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.

[Remainder of page intentionally left blank]

ADOPTED AND PASSED THIS ____ DAY OF _____, 2024 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>
--------------------------	------------------------------	-----------------------

_____ Kurt J. Wanninger	_____ Kurt J. Wanninger	_____ Kurt J. Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ <u>Joe Duepner</u>	_____ 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
City of Westfield, Indiana

I hereby certify that ORDINANCE 24-61 was delivered to the Mayor of Westfield, Indiana on the ____ day of _____, 2024, at ____ .m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 24-61

this ____ day of _____, 2024

at __:____ .m.

Scott A. Willis, Mayor

I hereby VETO Ordinance 24-61

this ____ day of _____, 2024

at __:____ .m.

Scott A. Willis, 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*.

This document prepared by James T. Crawford, Taft Stettinius & Hollister LLP, 3500 One Indiana Square, Indianapolis, Indiana 46204, 317-713-3606.

EXHIBIT A

ADDENDUM NO. 2

TO THE LEASE AGREEMENT
BETWEEN THE
WESTFIELD REDEVELOPMENT AUTHORITY
AND
WESTFIELD REDEVELOPMENT COMMISSION
DATED AS OF SEPTEMBER 12, 2017

WHEREAS, the Westfield Redevelopment Authority (the “Authority” or “Lessor”), as a separate body corporate and politic organized and existing under the provisions of Indiana Code 36-7-14.5 as an instrumentality of Westfield, Indiana, as Lessor, previously entered into a lease of certain local public improvements described in Exhibit A attached thereto and hereto as Exhibit B (the “Leased Premises”) with the Westfield Redevelopment Commission (the “Commission” or “Lessee”), dated as of September 12, 2017 (as supplemented and amended by Addendum No. 1, collectively, the “Lease”); and

WHEREAS, the Authority issued its Local Income Tax Lease Rental Revenue Bonds, Series 2018 (the “Bonds”) pursuant to Council Ordinance No. 17-29 dated as of September 12, 2017 in an initial principal amount of Twenty-Six Million Two Hundred Eighty Thousand Dollars (\$26,280,000) to finance the acquisition and construction of the Project of which Twenty-One Million Four Hundred Ninety Thousand Dollars (\$21,495,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements described in Exhibit C attached hereto (the “Substituted Leased Premises”) to the Authority; and

WHEREAS, the Authority shall have the right at all times, as proper management of the business of the Authority may require to change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced; and

WHEREAS, Section 1 of the Lease provides that the Authority shall have the right at all times, as proper management of the business of the Authority may require to change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced and the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under this Lease shall be in an amount sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Leased Premises being accomplished by this Addendum No. 2 is the only change being made to the Lease and no changes are being made to the Indenture and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the Common Council of the City has reaffirmed its pledge of LIT to those payments.

NOW THEREFORE, IT IS HEREBY CERTIFIED AND STIPULATED by the parties to this Addendum No. 2 to Lease that the property described in the Lease as the Leased Premises is hereby removed from the definition of Leased Premises and exchanged for the Substituted Leased Premises described herein in Exhibit C attached hereto and hereinafter the definition of Leased Premises shall be as described in Exhibit C attached hereto.

[SIGNATURE PAGES FOLLOW]

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[illegible]

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared Joseph Plankis and Brian Tomamichel, personally known to me to be the President and Secretary, respectively, of the Westfield Redevelopment Commission, and acknowledged the execution of the foregoing Addendum No. 2 to Lease for and on behalf of said Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2024.

(Written Signature)

(Printed Name) _____ Notary Public

My Commission Expires: _____
My Commission Number: _____

My County of Residence:_____

I affirm, under 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

This instrument prepared by James T. Crawford, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204

EXHIBIT B

DESCRIPTION OF THE LEASED PREMISES

The acquisition of Real Estate and improvements to the Grand Park Sports Campus generally bounded on the North by 191st Street, East by Thomlinson Road, South by 186th Street and West by Spring Mill Road, consisting of the acquisition of the:

- (1) Real Estate set forth on this Exhibit B;
- (2) Certain public improvements located within the Grand Park Sports Complex located within the Grand Junction Economic Development Area consisting of the acquisition, construction, installation and equipping of earthwork, storm water and water improvements and utility installations in connection with the Grand Park Sports Campus financed by the City of Westfield, Indiana County Option Income Tax Bond Anticipation Note of 2011;
- (3) Certain public improvements located within the Grand Park Sports Complex located within the Grand Junction Economic Development Area consisting of the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; and (c) construction of pumphouse, well, tunnels, and foundations in connection with the Grand Park Sports Campus financed by the City of Westfield, Indiana County Option Income Tax Bond Anticipation Note of 2012.

The Leased Premises shall consist of the City's interest in the Grand Park Sports Campus as described on this Exhibit B including the below described Real Estate which was transferred by the City to the Lessor.



The legal descriptions contained herein include the following parcels:

- 1
- 1b
- 1c
- 2
- 3U
- 3V
- 3W
- 3X
- 3Y
- 3Z
- 8 (this is only a portion of the original parcel)
- 9

Parcels denoted as 1a, 2a, Q, R, S and T and their legal descriptions are not contained on the following pages and are not part of the Leased Premises.

Parcel 1

County Parcel No. 08-05-25-00-00-058.000

State Parcel No. 29-05-25-000-058.000-015

Begin at a stone at the Northwest corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, of the Second Principal Meridian; run thence East 1727.15 feet to the West right of way of the C.I. & L. Railroad; thence following West right of way line Southeasterly 1509.6 feet to a point; thence West 2466 feet to a point; thence North 1322 feet to the Place of Beginning. Containing 64.86 acres, more or less, in Washington Township, Hamilton County, Indiana.

EXCEPT: Part of the Southwest quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning at the Northwest corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East; thence North 90 degrees 00 minutes East (assumed bearing) on and along the North line of said Southwest quarter, 145.00 feet; thence South 1 degree 18 minutes West parallel with the West line of said Southwest quarter 185.00 feet; thence North 90 degrees 00 minutes West parallel with said North line 145.00 feet to the West line of said Southwest quarter; thence North 1 degree 18 minutes East on and along said West line 185.00 feet to the Place of Beginning. Containing 0.62 acre, more or less.

ALSO EXCEPT: Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning 1314.00 feet North 90 degrees 00 minutes East (assumed bearing) of the Northwest corner of the Southwest quarter of Section 25, Township 19 North, Range 3 East and on the North line thereof; thence continuing North 90 degrees 00 minutes East and on and along said North line 115.00 feet; thence South 04 degrees 48 minutes West 185.00 feet; thence North 90 degrees 00 minutes West parallel with said North line 115.00 feet; thence North 04 degrees 48 minutes East 185.00 feet to the Place of Beginning. Containing 0.49 acre, more or less.

Resulting in a net area of 63.754 acres, more or less.

Parcel 1b

County Parcel No. 08-05-25-00-00-060.000

State Parcel No. 29-05-25-000-060.000-014

Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East; Thence North 90 Degrees 00' East (Assumed Bearing) on and along the North Line of said Southwest Quarter 145 Feet; thence South 1 Degree 18' West Parallel with the West Line of said Southwest Quarter 185 Feet; Thence North 90 Degrees 00' West Parallel with said North Line 145 Feet to the West Line of said Southwest Quarter; Thence North 1 Degree 18' East on and along said West line 185 Feet to the place of beginning, containing 0.62 acre, more or less.

Property Address: 709 E. 191st Street, Westfield, IN 46074

Parcel 1c

County Parcel No. 08-05-25-00-00-059.000

State Parcel No. 29-05-25-000-059.000-014

Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning 1314.00 Feet North 90 Degrees 00 Minutes East (Assumed Bearing) of the Northwest Corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East and on the North line thereof; Thence continuing North 90 Degrees 00 Minutes East on and along said North line 115.00 Feet; Thence South 04 Degrees 48 Minutes West 185.00 Feet; Thence North 90 Degrees 00 Minutes West parallel with said North line 115.00 Feet; Thence North 04 Degrees 48 Minutes East 185.00 Feet to the place of beginning, containing 0.49 acre more or less.

Property Address: 931 E. 191st St., Westfield, IN 46074

Parcel 2

County Parcel No. 08-05-25-00-00-057.000

State Parcel No. 29-05-25-000-057.000-015

The South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, containing 80 acres, more or less.

Less the Following three parcels:

(1) Part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast Corner of said Quarter Section; thence Westerly along the South line thereof a distance of 525.00 feet; thence Northerly parallel with the East line thereof a distance of 300.00 feet; thence Easterly parallel with the South line of said Quarter Section a distance of 525.00 feet to a point on the East line of said Quarter Section; thence Southerly along said East line a distance of 300.00 feet to the Point of Beginning.

(2) Part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence Northerly along the East line thereof a distance of 300.00 feet to the Point of Beginning; thence continuing Northerly along said East line a distance of 250.00 feet; thence Westerly parallel with the South line of said Quarter Section a distance of 525.00 feet; thence Southerly parallel with the East line thereof a distance of 250.00 feet; thence Easterly parallel with the South line a distance of 25.00 feet to the Point of Beginning.

(3) A part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of said Quarter Section; thence along the East line thereof North 00 degrees 02 minutes 30 seconds East (basis of bearings is the Indiana State Plan Coordinate System, East Zone (NAD 1983)) 550.00 feet to the Northeast corner of land described in Warranty Deed recorded as Instrument No. 200500035989 in the Office of the Recorder of the county and state aforesaid and the Point of Beginning; thence along the North line thereof South 89 degrees 10 minutes 59 seconds West 69.91 feet to the Westerly Right of Way of the former Monon Railroad (most recently CSX and abandoned) to the point of curvature of a non-tangent curve concave Westerly having a radius of 2768.82 feet, a long chord

Parcel 2 (cont'd.)

bearing of North 09 degrees 08 minutes 19 seconds West and a chord length of 787.18 feet; thence along said curve Northwesterly 789.86 feet to the North line of said Half Quarter Section; thence along said North line North 88 degrees 58 minutes 32 seconds East 195.52 feet to the Northeast corner thereof; thence along said East line of said Half Quarter Section South 00 degrees 02 minutes 30 seconds West 779.69 feet to the Point of Beginning containing 2.035 acres more or less.

Parcel 3U

County Parcel No. 08-05-26-00-01-006.000

State Parcel No. 29-05-26-001-006.000-015

Common Area "A" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.624 acres more or less.

Parcel 3V

County Parcel No. 08-05-26-00-01-007.000

State Parcel No. 29-05-26-001-007.000-015

Common Area "B" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 5.072 acres more or less.

Parcel 3W

County Parcel No. 08-05-26-00-01-008.000

State Parcel No. 29-05-26-001-008.000-015

Common Area "C" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.547 acres more or less.

Parcel 3X

County Parcel No. 08-05-26-00-01-009.000

State Parcel No. 29-05-26-001-009.000-015

Common Area "D" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.732 acres more or less.

Parcel 3Y

County Parcel No. 08-05-26-00-01-003.000

State Parcel No. 29-05-26-001-003.000-015

Lot 3 in Replat of Lot 3 Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana recorded July 30, 2015 as Instrument Number 2015039870, Plat Cabinet 5, Slide 370, in the Office of the Recorder of Hamilton County, Indiana and containing 58.455 acres more or less.

Parcel 3Z

County Parcel No. 08-05-26-00-01-010.000

State Parcel No. 29-05-26-001-010.000-015

Common Area “E” in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 7.007 acres more or less.

Parcel 4

Parcel No. 08-05-26-00-00-011.000

State Parcel No. 29-05-26-000-011.000-015

Commencing at a point 53.33 1/2 rods South of the Northeast corner of the Southwest Quarter of Section 26, Township 19 North, Range 3 East, run thence West 60 rods, thence South 106.66 2/3 rods, thence East 60 rods, thence North 106.66 2/3 rods to the place of beginning, containing 40 acres, more or less, in Hamilton County, Indiana.

Parcel 5

Parcel No. 08-05-26-00-00-010.001

State Parcel No. 29-05-26-000-010.001-015

A part of the Southwest Quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at a point on the East line of the Southwest Quarter of Section 26, Township 19 North, Range 3 East, said Point of Beginning, being South 53.33 1/3 rods (880.00 feet) from the Northeast corner of said Southwest Quarter, said Point of Beginning also being the Southeast corner of a 20 acre tract of land described in Instrument #3836 and recorded in Deed Record 155, Page 493 in the Records of Hamilton County, Indiana and the Northeast corner of a 40 acre tract of land described in Instrument #1991 and recorded in Deed Record 310, Page 429 in the Records of Hamilton County, Indiana; thence West 60 rods (990.00 feet) on and along the South line of said 20 acre tract of land and on and along the North line of said 40 acre tract of land to their Southwest and Northwest corners, respectively; thence North 274.8 feet, more or less, on and along the West line of said 20 acre tract of land to a point in an existing East/West fence line (December 1980) said point being 605.2 feet South of the North line of said Southwest Quarter; thence East 990.00 feet on and along the East/West fence line to the East line of said Southwest Quarter, said point being 582.6 feet South of the Northeast corner of said Southwest Quarter; thence South 297.4 feet more or less, on and along the East line of said Southwest Quarter to the POINT OF BEGINNING, containing 6.5 acres more or less, being subject to all applicable easements and right-of-way of record.

Parcel 6

Parcel No. 08-05-26-00-00-014.000

State Parcel No. 29-05-26-000-014.000-015

A parcel of land lying within the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds East (assumed bearing) 1656.59 feet on the North line of said Southwest quarter to the Northeast corner of the real estate described in a Warranty Deed recorded in Deed Book 271, page 33, in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 21 minutes 04 seconds West, 1233.85 feet on the East line of the real estate described in said Deed Book 271, page 33, to a 5/8 inch diameter rebar w/cap marked Weihe Engr. 0012 ("capped rebar") at the Point of Beginning of this description; thence North 89 degrees 36 minutes 35 seconds West, 1657.39 feet perpendicular to the West line of said Southwest quarter to a PK nail on the West line thereof; thence South 00 degrees 23 minutes 25 seconds West, 612.76 feet on the West line of said Southwest quarter to the Northwest corner of the real estate described in Instrument #87-25961 in said Recorder's Office; thence South 89 degrees 56 minutes 55 seconds East, 468.00 feet on the North line of the real estate described in said Instrument #87-25961 to the Northeast corner thereof; thence South 00 degrees 23 minutes 25 seconds West, 807.37 feet on the East line of the real estate described in said Instrument #87-25961 and the East line of the real estate described in Deed Book 286, page 747 in said Recorder's Office to the Southeast corner thereof, being on the South line of said Southwest quarter; thence South 89 degrees 56 minutes 55 seconds East, 1190.39 feet on the South line of said Southwest quarter to the Southeast corner of the real estate described in said Deed Book 271, page 33; thence North 00 degrees 21 minutes 04 seconds East 1410.33 feet on the east line of the real estate described in said Deed Book 271, page 33, to the Point of Beginning.

Parcel 7

Parcel No. 08-05-26-00-00-015.000

State Parcel No. 29-05-26-000-015.000-015

A parcel of land lying within the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds East (assumed bearing) 1656.59 feet on the North line of said Southwest quarter to the Northeast corner of the real estate described in a Warranty Deed recorded in Deed Book 271, page 33 in the Office of the Recorder of Hamilton County, Indiana, said corner being the Point of Beginning of this description; thence South 00 degrees 21 minutes 04 seconds West, 1233.85 feet on the East line of the real estate described in said Deed Book 271, page 33 to a 5/8 inch diameter rebar w/ cap marked Weihe Engr. 0012 ("capped rebar"); thence North 89 degrees 36 minutes 35 seconds West, 1657.39 feet perpendicular to the West line of said Southwest quarter to a PK nail on the West line thereof; thence North 00 degrees 23 minutes 25 seconds East, 1087.87 feet to a pk nail; thence South 90 degrees 00 minutes 00 seconds East, 495.00 feet to a capped rebar; thence North 00 degrees 23 minutes 25 seconds East, 134.70 feet parallel with the West line of said Southwest quarter to a pk nail on the North line thereof; thence South 90 degrees 00 minutes 00 seconds East, 1161.59 feet on the North line of said Southwest quarter to the Point of Beginning. Containing 45.19 acres of land more or less.

Property Address: Springmill Road, Westfield, IN 46074

B-7

Parcel 8

Parcel No. 08-05-26-00-00-009.002

State Parcel No. 29-05-26-000-009.002-015

A part of the Southeast Quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at a point on the North line of the Southeast Quarter of Section 26, Township 19 North, Range 3 East; said Point of Beginning being South 90 degrees 00 minutes 00 seconds West (assumed bearing) 2258.03 feet from the Northeast corner of said Southeast Quarter (stone with "X" found); thence South 00 degrees 00 minutes 09 seconds East 1324.15 feet; thence North 89 degrees 35 minutes 49 seconds West 129.86 feet; thence South 00 degrees 10 minutes 16 seconds East 445.99 feet; thence North 89 degrees 30 minutes 45 seconds West 266.68 feet to the West line of said Southeast Quarter; thence North 00 degrees 13 minutes 32 seconds East 1502.97 feet on and along the West line of said Southeast Quarter to a point being South 00 degrees 13 minutes 32 seconds West 264.86 feet from the Northwest corner of said Southeast Quarter; thence North 89 degrees 35 minutes 10 seconds East 216.23 feet; thence North 00 degrees 56 minutes 27 seconds East 263.33 feet to the North line of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds East 168.67 feet on and along the North line of said Southeast Quarter to the POINT OF BEGINNING, containing 13.26 acres, more or less.

Except

Part of the Southeast Quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence along the North along the North line thereof South 89 degrees 54 minutes 07 seconds West (Basis of bearings is the Indiana State Plane Coordinate System East Zone (NAD 1983)) 2258.03 feet to the Northeast corner of land conveyed by Warranty Deed, recorded as Instrument Number 2009088954 In the Office of the Recorder of the County and State aforesaid and the POINT OF BEGINNING; thence along the East line of said land South 00 degrees 05 minutes 53 seconds East 706.60 feet to a 5/8 Inch by 24 inch rebar flush with plastic cap stamped "DLZ FIRM #0056", hereafter referred to as a DLZ monument; thence along the easterly extension of a fence and along said fence and the westerly extension thereof North 86 degrees 49 minutes 07 seconds West 391.48 feet to a DLZ monument on the West line of said Southeast Quarter; thence along said West line North 00 degrees 07 minutes 28 seconds East 419.35 feet; thence North 89 degrees 29 minutes 43 seconds East 216.23 feet; thence North 00 degrees 49 minutes 29 seconds East 263.36 feet to the North line of said Southeast Quarter; thence along said North line North 89 degrees 54 minutes 06 seconds East 168.74 feet to the POINT OF BEGINNING; containing 4.898 acres more or less.

Resulting in 8.359 acres, more or less.

Parcel 9

Parcel No. 08-05-26-00-00-010.102

State Parcel No. 29-05-26-000-010.102-015

A Part of the Southwest quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana being described as follows:

Commencing at the Northeast corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East; thence on the North line of said Southwest quarter North 89 degrees 59 minutes 53 seconds West (assumed bearing) 722.07 feet to a mag nail and the Point of Beginning of this description; thence South 03 degrees 50 minutes 18 seconds East 598.26 feet to a 5/8" iron rod with a yellow cap stamped Miller Surveying on the South line of the tract of real estate described in Instrument No. 9357399; thence on said South line South 88 degrees 35 minutes 08 seconds West 311.76 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying at the Southwest corner of said real estate; thence on the West line of said real estate North 00 degrees 20 minutes 55 seconds East 604.64 feet to a mag nail on the North line of said Southwest quarter; thence on said North line South 89 degrees 59 minutes 53 seconds East 267.93 feet to the Point of Beginning. Containing 4.00 acres, more or less.

EXHIBIT C

DESCRIPTION OF SUBSTITUTED LEASED PREMISES

The Substituted Leased Premises shall hereinafter consist of the City's interests in the following local public improvements which are being transferred by the City to the Authority in exchange for the existing Leased Premises:

Roadway Name	From	To
156th & Spring Mill Round-About		
161st & Oak Ridge Round-About		
161 st & Union Round-About		
161 st & Oak Round-About		
161st & Carey Round-About		
169th & Spring Mill Round-About		
191st Street	Tomlinson Rd.	US 31
191st & Tomlinson Rd. Round-About		
Chad Hittle Drive	191 st St.	203 rd St.

ORDINANCE NO. 24-62

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF WESTFIELD, INDIANA, APPROVING ADDENDUM NO. 2 TO THE 2016
LEASE, RAFFIRMING THE PLEDGE OF CERTAIN REVENUES OF THE CITY
TO THE PAYMENT OF LEASE RENTALS, APPROVING THE EXCHANGE OF
CERTAIN LOCAL PUBLIC IMPROVEMENTS AS THE LEASED PREMISES AND
ALL MATTERS RELATED THERETO**

WHEREAS, the Common Council of the City of Westfield, Indiana (the “Council”), is the fiscal body of the City of Westfield, Indiana (the “City”); and

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”) as lessee (the “Commission” or “Lessee”), entered into a lease, including Addendum No. 1 thereto (collectively, the “Lease”) with the Westfield Redevelopment Authority, as lessor (the “Authority” or “Lessor”), dated as of August 23, 2016 to provide for the acquisition and financing of certain local public improvements more fully described in the Lease as the Leased Premises (as defined in the Lease) (the “Project”); and

WHEREAS, the Authority issued its County Option Income Tax Lease Rental Revenue Bonds, Series 2016 (the “Bonds”) pursuant to a Trust Indenture by and between the Authority and The Huntington National Bank, as trustee (the “Trustee”) dated as of September 1, 2016 (the “Indenture”) in an initial principal amount of Thirty-One Million Forty Thousand Dollars (\$31,040,000) to finance the acquisition and construction of the Project of which Twenty Million Five Hundred Fifteen Thousand Dollars (\$20,515,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements (the “Substitute Leased Premises”) to the Authority; and

WHEREAS, Section 8.02 of the Indenture provides that the Authority shall have the right at all times, as proper management of the business of the Authority may require, to change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced; and

WHEREAS, Section 1 of the Lease provides that the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Substituted Leased Premises for the existing Leased Premises being accomplished by the execution and delivery of Addendum No. 2 is the only change being made to the Lease and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the pledge of LIT to those payments is by this ordinance reaffirmed and unchanged; and

WHEREAS, no changes are being made to the Indenture; and

WHEREAS, the Commission, on October 21, 2024, after the required notice of a hearing on the proposed Addendum No. 2 was given by publication in the *Hamilton County Reporter* and the *Noblesville Times*, the hearing was held in accordance with the notice after which the Commission made the determination that the existing Lease Rental payment schedule and amounts as applied to the Substitute Leased Premises are (i) based on the value of the Substituted Leased Premises, (ii) a fair and reasonable Lease Rental payment schedule for the Substituted Leased Premises, and (iii) in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the transfer of the Substituted Leased Premises to the Authority by the City in exchange for the transfer of the existing Leased Premises to the City, which the Authority will, pursuant to the terms of the existing Lease, as amended by the Addendum No. 2, lease said local public improvements to the Commission is necessary, is in the best interests of the City and its residents and serves a public purpose; and

WHEREAS, pursuant to Indiana Code 6-1.1-17-20.5, Indiana Code 36-7-14.5-14, Indiana Code 36-7-14.5-19, Indiana Code 36-7-14-25.1 and Indiana Code 36-7-14-25.2, the Authority and the Commission could not enter into the Lease and the Authority could not issue the Bonds unless it received approval by the Council which the Council, in its capacity as the City fiscal body, gave by adopting its Ordinance No. 16-33; and

WHEREAS, it now appears to the Council that the substitution of the Leased Premises is in the best interest of the Authority, the Commission and the City and that the Lease as modified by the proposed Addendum No. 2 submitted to the Council, which is incorporated herein, provides for a fair and reasonable rental; and

WHEREAS, the Lease and the Addendum No. 2 are for the benefit of the citizens of the City. The proposed Addendum No. 2 modifies the definition of Leased Premises in the Lease by substituting a new definition of Leased Premises ("Substitute Leased Premises") in lieu thereof. The timing and amounts of the Lease Rentals (as defined in the Lease) and the remainder of the Lease remain unchanged. The Substitute Leased Premises consist of certain local public improvements consisting of the acquisition and leasing of certain improved roadways as set forth in the Addendum No. 2 which will be exchanged with the City for the existing Leased Premises. The Lease provides for approximately equal installments according to a schedule attached to the Lease with a maximum annual Lease Rental of One Million Nine Hundred Thirty-Four Thousand Dollars (\$1,934,000), payable semiannually on June 15 and December 15 of each year during the term of the lease, which commenced on December 15, 2016. Lease Rentals shall be continue to be payable from a pledge of a portion of the City's

distribution of Local Income Taxes (as defined in the Lease), provided, however, the Commission may, but is not obligated to, make Lease Rental payments from other legally available sources;

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

Section 1. The terms and conditions of the proposed form of Addendum No. 2, attached hereto as Exhibit A and made a part hereof, are approved. The annual Lease Rental payments under the Lease continue to be payable by the Commission from a pledge pursuant to Indiana Code 36-7-14-25.5, Indiana Code 6-3.6-6-18 and Indiana Code 6-3.6-1-1 *et. seq.* of distributions of Local Income Taxes to be received by the City (the "LIT Revenues"). The City hereby reaffirms its pledge to the Commission of a portion of the City's LIT Revenues sufficient for the Commission to pay Lease Rental payments on the Lease as same become due (the "LIT Pledge"), such pledge to be effective as set forth in Indiana Code 5-1-14-4 without recording this Ordinance or any other instruments. Such LIT Pledge shall be effective only to the extent and for the term the Commission is obligated to make payments pursuant to the Lease. On or before each payment date under the Lease, the City shall transfer a sufficient amount of LIT Revenues which shall constitute the pledged amount to enable the Commission to make the Lease Rental payment required by the Lease. The City reasonably believes that on each payment date an amount of LIT Revenues will be sufficiently available to fully pay such Lease Rental payment as provided in the Lease then due and owing. Upon the final payment of the Commission's payment of its obligations to make Lease Rental payments pursuant to the Lease, the LIT Pledge of this Section shall expire and no longer be in force and effect. The City reserves the right to issue bonds, enter into leases, or enter into additional pledges payable from LIT Revenues, in whole or in part, on a parity with the LIT Pledge for any purpose permitted by law (collectively, "Parity Obligations"). The terms and conditions of any Parity Obligations shall be set forth in the resolution or ordinance authorizing such Parity Obligations.

Section 2. The Bonds shall continue to be payable from the Commission's payments to the Authority pursuant to the terms of the Lease.

Section 3. Pursuant to Indiana Code 36-1-11-8, the City shall transfer all of the City's interest in the Substituted Leased Premises to the Authority in exchange for the transfer by the Authority to the City of the existing Leased Premises. The Mayor and Clerk-Treasurer of the City are hereby authorized and directed to take all such actions and to execute all such instruments as such officer deems necessary or desirable to carry out the transactions contemplated by this Ordinance. Any such documents heretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

Section 4. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 5. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 6. This ordinance 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.

[Remainder of page intentionally left blank]

ADOPTED AND PASSED THIS ____ DAY OF _____, 2024 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>
--------------------------	------------------------------	-----------------------

_____ Kurt J. Wanninger	_____ Kurt J. Wanninger	_____ Kurt J. Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ <u>Joe Duepner</u>	_____ 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
City of Westfield, Indiana

I hereby certify that ORDINANCE 24-62 was delivered to the Mayor of Westfield, Indiana on the ____ day of _____, 2024, at _____.m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 24-62

this ____ day of _____, 2024

at __:____.m.

Scott A. Willis, Mayor

I hereby VETO Ordinance 24-62

this ____ day of _____, 2024

at __:____.m.

Scott A. Willis, 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*.

This document prepared by James T. Crawford, Taft Stettinius & Hollister LLP, 3500 One Indiana Square, Indianapolis, Indiana 46204, 317-713-3606.

EXHIBIT A

ADDENDUM NO. 2

TO THE LEASE AGREEMENT
BETWEEN THE
WESTFIELD REDEVELOPMENT AUTHORITY
AND
WESTFIELD REDEVELOPMENT COMMISSION
DATED AS OF AUGUST 23, 2016

WHEREAS, the Westfield Redevelopment Authority (the “Authority” or “Lessor”), as a separate body corporate and politic organized and existing under the provisions of Indiana Code 36-7-14.5 as an instrumentality of Westfield, Indiana, as Lessor, previously entered into a lease of certain local public improvements described in Exhibit A attached thereto and hereto as Exhibit B (the “Leased Premises”) with the Westfield Redevelopment Commission (the “Commission” or “Lessee”), dated as of August 23, 2016 (as supplemented and amended by Addendum No. 1, collectively, the “Lease”); and

WHEREAS, the Authority issued its County Option Income Tax Lease Rental Revenue Bonds, Series 2016 (the “Bonds”) pursuant to a Trust Indenture by and between the Authority and The Huntington National Bank, as trustee (the “Trustee”) dated as of September 1, 2016 (the “Indenture”) in an initial principal amount of Thirty-One Million Forty Thousand Dollars (\$31,040,000) to finance the acquisition and construction of the Project of which Twenty Million Five Hundred Fifteen Thousand Dollars (\$20,515,000) remains outstanding as of September 30, 2024 which are payable from the Commission’s Lease Rental payments (as defined in the Lease) to the Authority pursuant to the terms of the Lease; and

WHEREAS, it is necessary for the Authority to transfer the Leased Premises to the City in exchange for the City transferring certain local public improvements described in Exhibit C attached hereto (the “Substituted Leased Premises”) to the Authority; and

WHEREAS, Section 8.02 of the Indenture provides that the Authority shall have the right at all times, as proper management of the business of the Authority may require to change or replace any of the property so long as the security of the bonds is not substantially impaired or reduced; and

WHEREAS, Section 1 of the Lease provides that the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under the Lease shall be based on the value of the Leased Premises, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds; and

WHEREAS, the value of the Substituted Lease Premises exceeds the outstanding principal amount of the Bonds and the exchange of the Leased Premises for the Substituted Lease Premises does not substantially impair or reduce the security of the Bonds; and

WHEREAS, the substitution of the Leased Premises being accomplished by this Addendum No. 2 is the only change being made to the Lease and no changes are being made to the Indenture and the payment schedules and amounts of the Lease Rental payments and the Bonds remain unchanged and the Common Council of the City has reaffirmed its pledge of LIT to those payments.

NOW THEREFORE, IT IS HEREBY CERTIFIED AND STIPULATED by the parties to this Addendum No. 2 to Lease that the property described in the Lease as the Leased Premises is hereby removed from the definition of Leased Premises and exchanged for the Substituted Leased Premises described herein in Exhibit C attached hereto and hereinafter the definition of Leased Premises shall be as described in Exhibit C attached hereto.

[SIGNATURE PAGES FOLLOW]

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[illegible]

Before me, the undersigned, a Notary Public in and for said City and State, personally appeared Joseph Plankis and Brian Tomamichel, personally known to me to be the President and Secretary, respectively, of the Westfield Redevelopment Commission, and acknowledged the execution of the foregoing Addendum No. 2 to Lease for and on behalf of said Commission.

WITNESS my hand and notarial seal this ____ day of _____, 2024.

(Written Signature)

(Printed Name) _____ Notary Public

My Commission Expires: _____
My Commission Number: _____

My County of Residence:_____

I affirm, under 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

This instrument prepared by James T. Crawford, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204

EXHIBIT B

DESCRIPTION OF THE LEASED PREMISES

The acquisition of Real Estate and improvements to the Grand Park Sports Campus generally bounded on the North by 191st Street, East by Thomlinson Road, South by 186th Street and West by Spring Mill Road, consisting of the acquisition of the:

- (1) Real Estate set forth on this Exhibit B;
- (2) Certain public improvements located within the Grand Park Sports Complex located within the Grand Junction Economic Development Area consisting of the acquisition, construction, installation and equipping of earthwork, storm water and water improvements and utility installations in connection with the Grand Park Sports Campus financed by the City of Westfield, Indiana County Option Income Tax Bond Anticipation Note of 2011;
- (3) Certain public improvements located within the Grand Park Sports Complex located within the Grand Junction Economic Development Area consisting of the (a) installation of (i) stabilizing lime and stone subbase for the main parking lot and center roads, (ii) irrigation system, (iii) asphalt walkways, (iv) electrical distribution, underdrain for soccer grass fields; (b) seeding of soccer fields and common areas; and (c) construction of pumphouse, well, tunnels, and foundations in connection with the Grand Park Sports Campus financed by the City of Westfield, Indiana County Option Income Tax Bond Anticipation Note of 2012.

The Leased Premises shall consist of the City's interest in the Grand Park Sports Campus as described on this Exhibit B including the below described Real Estate which was transferred by the City to the Lessor.



The legal descriptions contained herein include the following parcels:

- 1
- 1b
- 1c
- 2
- 3U
- 3V
- 3W
- 3X
- 3Y
- 3Z
- 8 (this is only a portion of the original parcel)
- 9

Parcels denoted as 1a, 2a, Q, R, S and T and their legal descriptions are not contained on the following pages and are not part of the Leased Premises.

Parcel 1

County Parcel No. 08-05-25-00-00-058.000

State Parcel No. 29-05-25-000-058.000-015

Begin at a stone at the Northwest corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, of the Second Principal Meridian; run thence East 1727.15 feet to the West right of way of the C.I. & L. Railroad; thence following West right of way line Southeasterly 1509.6 feet to a point; thence West 2466 feet to a point; thence North 1322 feet to the Place of Beginning. Containing 64.86 acres, more or less, in Washington Township, Hamilton County, Indiana.

EXCEPT: Part of the Southwest quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning at the Northwest corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East; thence North 90 degrees 00 minutes East (assumed bearing) on and along the North line of said Southwest quarter, 145.00 feet; thence South 1 degree 18 minutes West parallel with the West line of said Southwest quarter 185.00 feet; thence North 90 degrees 00 minutes West parallel with said North line 145.00 feet to the West line of said Southwest quarter; thence North 1 degree 18 minutes East on and along said West line 185.00 feet to the Place of Beginning. Containing 0.62 acre, more or less.

ALSO EXCEPT: Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning 1314.00 feet North 90 degrees 00 minutes East (assumed bearing) of the Northwest corner of the Southwest quarter of Section 25, Township 19 North, Range 3 East and on the North line thereof; thence continuing North 90 degrees 00 minutes East and on and along said North line 115.00 feet; thence South 04 degrees 48 minutes West 185.00 feet; thence North 90 degrees 00 minutes West parallel with said North line 115.00 feet; thence North 04 degrees 48 minutes East 185.00 feet to the Place of Beginning. Containing 0.49 acre, more or less.

Resulting in a net area of 63.754 acres, more or less.

Parcel 1b

County Parcel No. 08-05-25-00-00-060.000

State Parcel No. 29-05-25-000-060.000-014

Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East; Thence North 90 Degrees 00' East (Assumed Bearing) on and along the North Line of said Southwest Quarter 145 Feet; thence South 1 Degree 18' West Parallel with the West Line of said Southwest Quarter 185 Feet; Thence North 90 Degrees 00' West Parallel with said North Line 145 Feet to the West Line of said Southwest Quarter; Thence North 1 Degree 18' East on and along said West line 185 Feet to the place of beginning, containing 0.62 acre, more or less.

Property Address: 709 E. 191st Street, Westfield, IN 46074

Parcel 1c

County Parcel No. 08-05-25-00-00-059.000

State Parcel No. 29-05-25-000-059.000-014

Part of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning 1314.00 Feet North 90 Degrees 00 Minutes East (Assumed Bearing) of the Northwest Corner of the Southwest Quarter of Section 25, Township 19 North, Range 3 East and on the North line thereof; Thence continuing North 90 Degrees 00 Minutes East on and along said North line 115.00 Feet; Thence South 04 Degrees 48 Minutes West 185.00 Feet; Thence North 90 Degrees 00 Minutes West parallel with said North line 115.00 Feet; Thence North 04 Degrees 48 Minutes East 185.00 Feet to the place of beginning, containing 0.49 acre more or less.

Property Address: 931 E. 191st St., Westfield, IN 46074

Parcel 2

County Parcel No. 08-05-25-00-00-057.000

State Parcel No. 29-05-25-000-057.000-015

The South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, containing 80 acres, more or less.

Less the Following three parcels:

(1) Part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East, in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast Corner of said Quarter Section; thence Westerly along the South line thereof a distance of 525.00 feet; thence Northerly parallel with the East line thereof a distance of 300.00 feet; thence Easterly parallel with the South line of said Quarter Section a distance of 525.00 feet to a point on the East line of said Quarter Section; thence Southerly along said East line a distance of 300.00 feet to the Point of Beginning.

(2) Part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence Northerly along the East line thereof a distance of 300.00 feet to the Point of Beginning; thence continuing Northerly along said East line a distance of 250.00 feet; thence Westerly parallel with the South line of said Quarter Section a distance of 525.00 feet; thence Southerly parallel with the East line thereof a distance of 250.00 feet; thence Easterly parallel with the South line a distance of 25.00 feet to the Point of Beginning.

(3) A part of the South Half of the Southwest Quarter of Section 25, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of said Quarter Section; thence along the East line thereof North 00 degrees 02 minutes 30 seconds East (basis of bearings is the Indiana State Plan Coordinate System, East Zone (NAD 1983)) 550.00 feet to the Northeast corner of land described in Warranty Deed recorded as Instrument No. 200500035989 in the Office of the Recorder of the county and state aforesaid and the Point of Beginning; thence along the North line thereof South 89 degrees 10 minutes 59 seconds West 69.91 feet to the Westerly Right of Way of the former Monon Railroad (most recently CSX and abandoned) to the point of curvature of a non-tangent curve concave Westerly having a radius of 2768.82 feet, a long chord

B-1

Parcel 2 (cont'd.)

bearing of North 09 degrees 08 minutes 19 seconds West and a chord length of 787.18 feet; thence along said curve Northwesterly 789.86 feet to the North line of said Half Quarter Section; thence along said North line North 88 degrees 58 minutes 32 seconds East 195.52 feet to the Northeast corner thereof; thence along said East line of said Half Quarter Section South 00 degrees 02 minutes 30 seconds West 779.69 feet to the Point of Beginning containing 2.035 acres more or less.

Parcel 3U

County Parcel No. 08-05-26-00-01-006.000

State Parcel No. 29-05-26-001-006.000-015

Common Area "A" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.624 acres more or less.

Parcel 3V

County Parcel No. 08-05-26-00-01-007.000

State Parcel No. 29-05-26-001-007.000-015

Common Area "B" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 5.072 acres more or less.

Parcel 3W

County Parcel No. 08-05-26-00-01-008.000

State Parcel No. 29-05-26-001-008.000-015

Common Area "C" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.547 acres more or less.

Parcel 3X

County Parcel No. 08-05-26-00-01-009.000

State Parcel No. 29-05-26-001-009.000-015

Common Area "D" in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 2.732 acres more or less.

Parcel 3Y

County Parcel No. 08-05-26-00-01-003.000

State Parcel No. 29-05-26-001-003.000-015

Lot 3 in Replat of Lot 3 Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana recorded July 30, 2015 as Instrument Number 2015039870, Plat Cabinet 5, Slide 370, in the Office of the Recorder of Hamilton County, Indiana and containing 58.455 acres more or less.

Parcel 3Z

County Parcel No. 08-05-26-00-01-010.000

State Parcel No. 29-05-26-001-010.000-015

Common Area “E” in Grand Park Subdivision — Secondary Plat, an addition to the City of Westfield, Hamilton County, Indiana as per plat thereof, recorded December 17, 2014 as Instrument Number 2014057320, Plat Book 5, Slide 292, in the Office of the Recorder of Hamilton County, Indiana and containing 7.007 acres more or less.

Parcel 4

Parcel No. 08-05-26-00-00-011.000

State Parcel No. 29-05-26-000-011.000-015

Commencing at a point 53.33 1/2 rods South of the Northeast corner of the Southwest Quarter of Section 26, Township 19 North, Range 3 East, run thence West 60 rods, thence South 106.66 2/3 rods, thence East 60 rods, thence North 106.66 2/3 rods to the place of beginning, containing 40 acres, more or less, in Hamilton County, Indiana.

Parcel 5

Parcel No. 08-05-26-00-00-010.001

State Parcel No. 29-05-26-000-010.001-015

A part of the Southwest Quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at a point on the East line of the Southwest Quarter of Section 26, Township 19 North, Range 3 East, said Point of Beginning, being South 53.33 1/3 rods (880.00 feet) from the Northeast corner of said Southwest Quarter, said Point of Beginning also being the Southeast corner of a 20 acre tract of land described in Instrument #3836 and recorded in Deed Record 155, Page 493 in the Records of Hamilton County, Indiana and the Northeast corner of a 40 acre tract of land described in Instrument #1991 and recorded in Deed Record 310, Page 429 in the Records of Hamilton County, Indiana; thence West 60 rods (990.00 feet) on and along the South line of said 20 acre tract of land and on and along the North line of said 40 acre tract of land to their Southwest and Northwest corners, respectively; thence North 274.8 feet, more or less, on and along the West line of said 20 acre tract of land to a point in an existing East/West fence line (December 1980) said point being 605.2 feet South of the North line of said Southwest Quarter; thence East 990.00 feet on and along the East/West fence line to the East line of said Southwest Quarter, said point being 582.6 feet South of the Northeast corner of said Southwest Quarter; thence South 297.4 feet more or less, on and along the East line of said Southwest Quarter to the POINT OF BEGINNING, containing 6.5 acres more or less, being subject to all applicable easements and right-of-way of record.

Parcel 6

Parcel No. 08-05-26-00-00-014.000

State Parcel No. 29-05-26-000-014.000-015

A parcel of land lying within the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds East (assumed bearing) 1656.59 feet on the North line of said Southwest quarter to the Northeast corner of the real estate described in a Warranty Deed recorded in Deed Book 271, page 33, in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 21 minutes 04 seconds West, 1233.85 feet on the East line of the real estate described in said Deed Book 271, page 33, to a 5/8 inch diameter rebar w/cap marked Weihe Engr. 0012 ("capped rebar") at the Point of Beginning of this description; thence North 89 degrees 36 minutes 35 seconds West, 1657.39 feet perpendicular to the West line of said Southwest quarter to a PK nail on the West line thereof; thence South 00 degrees 23 minutes 25 seconds West, 612.76 feet on the West line of said Southwest quarter to the Northwest corner of the real estate described in Instrument #87-25961 in said Recorder's Office; thence South 89 degrees 56 minutes 55 seconds East, 468.00 feet on the North line of the real estate described in said Instrument #87-25961 to the Northeast corner thereof; thence South 00 degrees 23 minutes 25 seconds West, 807.37 feet on the East line of the real estate described in said Instrument #87-25961 and the East line of the real estate described in Deed Book 286, page 747 in said Recorder's Office to the Southeast corner thereof, being on the South line of said Southwest quarter; thence South 89 degrees 56 minutes 55 seconds East, 1190.39 feet on the South line of said Southwest quarter to the Southeast corner of the real estate described in said Deed Book 271, page 33; thence North 00 degrees 21 minutes 04 seconds East 1410.33 feet on the east line of the real estate described in said Deed Book 271, page 33, to the Point of Beginning.

Parcel 7

Parcel No. 08-05-26-00-00-015.000

State Parcel No. 29-05-26-000-015.000-015

A parcel of land lying within the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana; thence South 90 degrees 00 minutes 00 seconds East (assumed bearing) 1656.59 feet on the North line of said Southwest quarter to the Northeast corner of the real estate described in a Warranty Deed recorded in Deed Book 271, page 33 in the Office of the Recorder of Hamilton County, Indiana, said corner being the Point of Beginning of this description; thence South 00 degrees 21 minutes 04 seconds West, 1233.85 feet on the East line of the real estate described in said Deed Book 271, page 33 to a 5/8 inch diameter rebar w/ cap marked Weihe Engr. 0012 ("capped rebar"); thence North 89 degrees 36 minutes 35 seconds West, 1657.39 feet perpendicular to the West line of said Southwest quarter to a PK nail on the West line thereof; thence North 00 degrees 23 minutes 25 seconds East, 1087.87 feet to a pk nail; thence South 90 degrees 00 minutes 00 seconds East, 495.00 feet to a capped rebar; thence North 00 degrees 23 minutes 25 seconds East, 134.70 feet parallel with the West line of said Southwest quarter to a pk nail on the North line thereof; thence South 90 degrees 00 minutes 00 seconds East, 1161.59 feet on the North line of said Southwest quarter to the Point of Beginning. Containing 45.19 acres of land more or less.

Property Address: Springmill Road, Westfield, IN 46074

Parcel 8

Parcel No. 08-05-26-00-00-009.002

State Parcel No. 29-05-26-000-009.002-015

A part of the Southeast Quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana, being more specifically described as follows:

BEGINNING at a point on the North line of the Southeast Quarter of Section 26, Township 19 North, Range 3 East; said Point of Beginning being South 90 degrees 00 minutes 00 seconds West (assumed bearing) 2258.03 feet from the Northeast corner of said Southeast Quarter (stone with "X" found); thence South 00 degrees 00 minutes 09 seconds East 1324.15 feet; thence North 89 degrees 35 minutes 49 seconds West 129.86 feet; thence South 00 degrees 10 minutes 16 seconds East 445.99 feet; thence North 89 degrees 30 minutes 45 seconds West 266.68 feet to the West line of said Southeast Quarter; thence North 00 degrees 13 minutes 32 seconds East 1502.97 feet on and along the West line of said Southeast Quarter to a point being South 00 degrees 13 minutes 32 seconds West 264.86 feet from the Northwest corner of said Southeast Quarter; thence North 89 degrees 35 minutes 10 seconds East 216.23 feet; thence North 00 degrees 56 minutes 27 seconds East 263.33 feet to the North line of said Southeast Quarter; thence North 90 degrees 00 minutes 00 seconds East 168.67 feet on and along the North line of said Southeast Quarter to the POINT OF BEGINNING, containing 13.26 acres, more or less.

Except

Part of the Southeast Quarter of Section 26, Township 19 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence along the North along the North line thereof South 89 degrees 54 minutes 07 seconds West (Basis of bearings is the Indiana State Plane Coordinate System East Zone (NAD 1983)) 2258.03 feet to the Northeast corner of land conveyed by Warranty Deed, recorded as Instrument Number 2009088954 In the Office of the Recorder of the County and State aforesaid and the POINT OF BEGINNING; thence along the East line of said land South 00 degrees 05 minutes 53 seconds East 706.60 feet to a 5/8 Inch by 24 inch rebar flush with plastic cap stamped "DLZ FIRM #0056", hereafter referred to as a DLZ monument; thence along the easterly extension of a fence and along said fence and the westerly extension thereof North 86 degrees 49 minutes 07 seconds West 391.48 feet to a DLZ monument on the West line of said Southeast Quarter; thence along said West line North 00 degrees 07 minutes 28 seconds East 419.35 feet; thence North 89 degrees 29 minutes 43 seconds East 216.23 feet; thence North 00 degrees 49 minutes 29 seconds East 263.36 feet to the North line of said Southeast Quarter; thence along said North line North 89 degrees 54 minutes 06 seconds East 168.74 feet to the POINT OF BEGINNING; containing 4.898 acres more or less.

Resulting in 8.359 acres, more or less.

Parcel 9

Parcel No. 08-05-26-00-00-010.102

State Parcel No. 29-05-26-000-010.102-015

A Part of the Southwest quarter of Section 26, Township 19 North, Range 3 East located in Washington Township, Hamilton County, Indiana being described as follows:

Commencing at the Northeast corner of the Southwest quarter of Section 26, Township 19 North, Range 3 East; thence on the North line of said Southwest quarter North 89 degrees 59 minutes 53 seconds West (assumed bearing) 722.07 feet to a mag nail and the Point of Beginning of this description; thence South 03 degrees 50 minutes 18 seconds East 598.26 feet to a 5/8" iron rod with a yellow cap stamped Miller Surveying on the South line of the tract of real estate described in Instrument No. 9357399; thence on said South line South 88 degrees 35 minutes 08 seconds West 311.76 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying at the Southwest corner of said real estate; thence on the West line of said real estate North 00 degrees 20 minutes 55 seconds East 604.64 feet to a mag nail on the North line of said Southwest quarter; thence on said North line South 89 degrees 59 minutes 53 seconds East 267.93 feet to the Point of Beginning. Containing 4.00 acres, more or less.

EXHIBIT C

DESCRIPTION OF SUBSTITUTED LEASED PREMISES

The Substituted Leased Premises shall hereinafter consist of the City's interests in the following local public improvements which are being transferred by the City to the Authority in exchange for the existing Leased Premises:

Roadway Name	From	To
186th Street	Spring Mill Rd.	Grand Park Blvd.
186th Street	Grand Park Blvd.	Tomlinson Rd.
186th & Spring Mill Round-About		
186th & Grand Park Blvd. Round-About		
Wheeler Rd. & John Dippel Way Round-About		
Towne Road	156th St.	166th St.
Grand Park Blvd.	SR 32	186th St.
Wheeler Road	SR 32	Tournament Trail

ORDINANCE NUMBER 24-##

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 24##-PUD-##**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 24##-PUD-##** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (##) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2024;

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

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

Section 1. Applicability of Ordinance.

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

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

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the General Business District (GB) (the “Underlying Zoning District”).

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

- 5.1 All uses permitted in the Underlying Zoning District shall be permitted.

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

- 6.1 **Minimum Building Setback Lines.**
 1. Front Yard: 0 foot minimum, 15 foot maximum
 2. Side Yard: 0 foot minimum, 15 foot maximum
 - a. Abutting a Residential District: 20 feet

6.2 Maximum Building Height. Sixty-five (65) feet

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

7.1 Article 6.3 Architectural Standards: Shall apply, except as otherwise modified below.

A. External Facades.

- i. Front Building Façade. Each building façade fronting a public street shall incorporate two (2) or more building materials, excluding window, display window, door, and roofing materials; provided, however, that a minimum of fifty percent (50%) of the building façade shall be masonry materials.
- ii. Building Façade. Building facades internal to the property and not fronting a public street shall incorporate two (2) or more building materials, excluding window, display window, door, and roofing materials; provided, however, that a minimum of forty percent (40%) of the building façade shall be masonry materials.

7.2 Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified below.

- A. Street Trees. Street trees shall be planted at thirty (30) foot on center where a parking edge is located within thirty (30) feet of a street edge. When overhead and underground utilities are present, street trees shall not be required.
- B. Minimum Lot Landscaping Requirements. One (1) ornamental or evergreen tree may be replaced by one (1) additional shade tree or ten (10) shrubs for up to fifty percent (50%) of the required number of ornamental or evergreen trees.
- C. Foundation Plantings. Plantings shall be located within fifteen (15) feet of the building façade, or along the edges of plazas where provided.
- D. External Street Frontage Landscaping Requirements. Where a building façade is less than fifteen (15) feet from a Right-of-Way (ROW) line, street frontage plantings shall not be required. Street Trees shall be required. Where a parking edge is within fifteen (15) feet of a ROW line, these standards shall apply instead of parking lot perimeter requirements.
- E. Parking Area Landscaping. For parking areas that have over fifty (50) parking spaces, five percent (5%) of the parking area is to be islands.

Parking area islands shall be dispersed so as to define aisles and limit unbroken rows of parking spaces to a maximum of three hundred (300) feet in length. All islands shall be covered with shrubs or groundcover, grass is not permitted in parking lot islands.

7.3 Article 6.14 Parking and Loading Standards. Shall apply, except as otherwise modified below.

- A. Access. The minimum aisle width for 45 degree angled parking shall be twelve (12) feet. Where a twelve (12) foot drive aisle is provided, off-street parking spaces shall be at least nine (9) feet in width and twenty (20) feet in length.
- B. Required spaces for Multi-family Dwellings. One and a half (1.5) spaces per Dwelling Unit.

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

Section 9. **Design Standards.** The standards of Chapter 8 Design Standards shall apply to the development of the District.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2024.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

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

Marla Ailor, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 24-##**
this _____ day of _____, 2024.

Scott Willis, Mayor

I hereby VETO **ORDINANCE 24-##**
this _____ day of _____, 2024.

Scott Willis, Mayor

This document prepared by:

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Character Exhibit

EXHIBIT A
REAL ESTATE

EXHIBIT B
CONCEPT PLAN

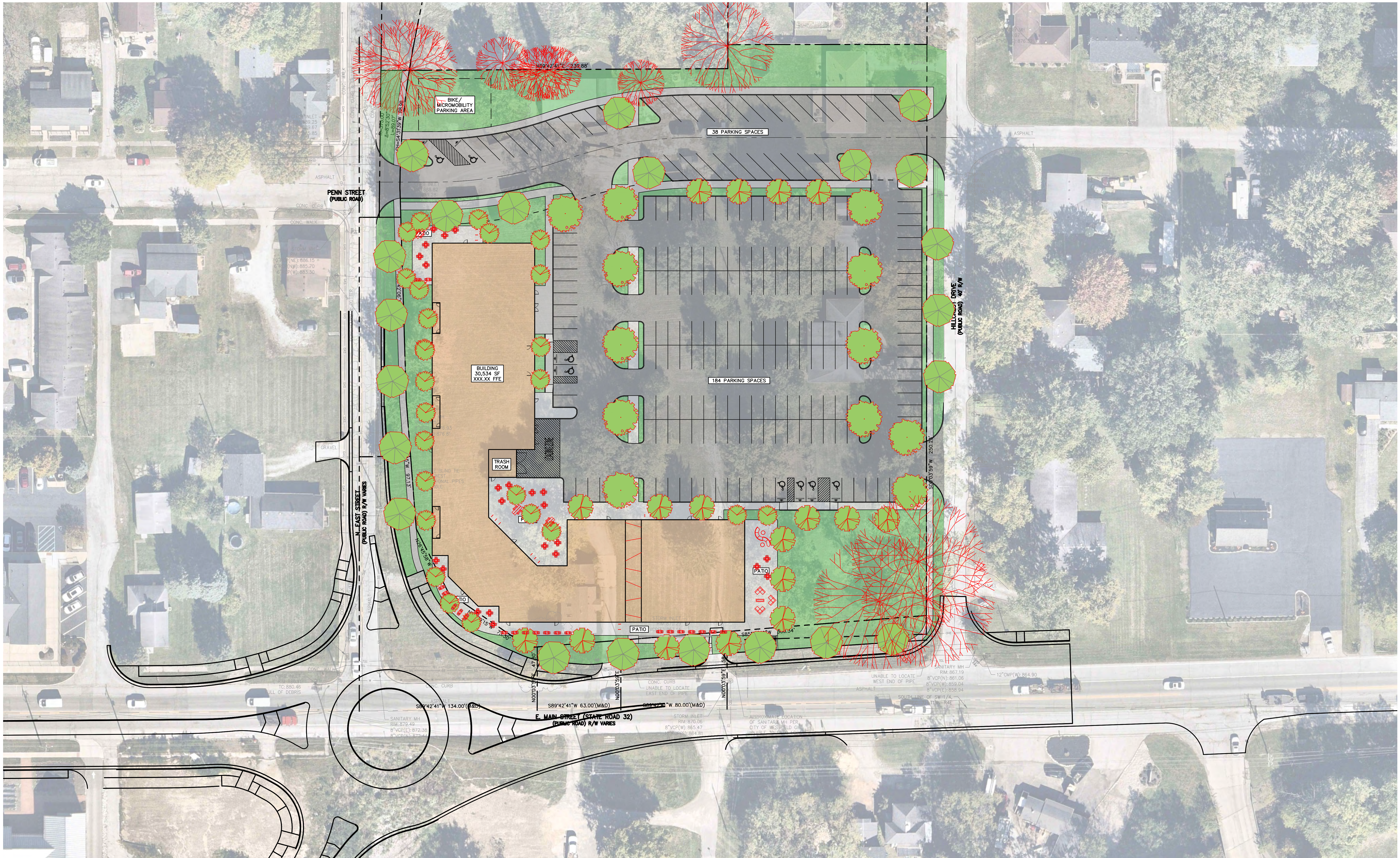
EXHIBIT C
CHARACTER EXHIBIT







Rebar Development | AMBROSE ON MAIN







**AMBROSE ON MAIN
SECOND FLOOR PLAN**









01 SOUTH ELEVATION

SCALE: 1" = 10'-0"



02 WEST ELEVATION

SCALE: 1" = 10'-0"

AMBROSE ON MAIN PROPOSED BUILDING ELEVATIONS



01 NORTH ELEVATION

SCALE: 1" = 10'-0"



02 EAST ELEVATION

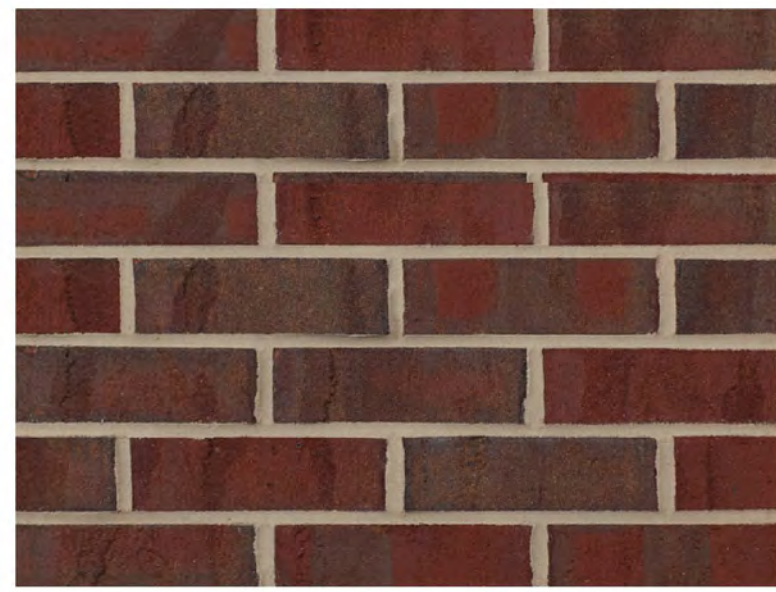
SCALE: 1" = 10'-0"

AMBROSE ON MAIN PROPOSED BUILDING ELEVATIONS



CAST STONE (CS1)

SIZE: VARIES, REF. CAST
STONE SHAPES
COLOR: LIGHT BUFF



BRICK (B1)

SIZE: MODULAR
COLOR: GLEN GERY-
CRIMSON POINTE



**COPING & MISC.
METALS (MT1)**

COLOR: SW7069
IRON ORE



ALUMINUM (AL1)

BLACK ANODIZED
STOREFRONT



UNIT WINDOWS (UW1)

COLOR: BLACK



01 **SOUTHWEST CORNER ELEVATION**

SCALE: 3/32" = 1'-0"

AMBROSE ON MAIN
PROPOSED BUILDING ELEVATIONS

ORDINANCE NUMBER XX-XX

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO
THE MAPLE KNOLL PLANNED UNIT DEVELOPMENT DISTRICT BEING THAT
OF ORDINANCE 04-02, AS AMENDED, AND THE UNIFIED DEVELOPMENT
ORDINANCE**

“Maple Knoll PUD – Maple Glen Amendment”

This is a Planned Unit Development District Ordinance to amend the Maple Knoll Planned Unit Development District being that of Ordinance 04-02 (the “Original Maple Knoll Ordinance”), any amendments thereto and the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO"), 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 UDO;

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted the Original Maple Knoll Ordinance on February 9, 2004, recorded as Instrument 2004008895 in the Office of the Recorder of Hamilton County;

WHEREAS, the Common Council subsequently enacted an amendment to the Original Maple Knoll Ordinance on December 14, 2015, recorded as Instrument 2016000825 in the Office of the Recorder of Hamilton County (collectively with the Original Maple Knoll Ordinance, the “Maple Knoll Ordinance”);

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

WHEREAS, the Commission forwarded **Petition No. XXXX-PUD-XX** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a favorable recommendation (XX-XX) 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 _____, 2024;

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

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

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by the (i) provisions of this Ordinance and its exhibits, (ii) the Maple Knoll Ordinance except as revised, modified, supplemented, or expressly made inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Maple Knoll Ordinance.
- 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 provisions and representations of the Unified Development Ordinance or the Maple Knoll Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Building Elevations. The Building Elevations, attached hereto as Exhibit B are hereby incorporated to identify the intended quality and character of structures to be constructed on the Real Estate. Buildings shall be constructed in substantial compliance with those depicted in Exhibit B as determined by the Director of Community Development. To the extent that the structures depicted in Exhibit B conflict with the standards of the Development and Architectural Standards of the Maple Knoll Ordinance, the development and architectural standards depicted in Exhibit B shall prevail.

Section 3. Development Standards. The Site Plan, attached hereto as Exhibit C is hereby incorporated to identify the planned locations and orientations of structures to be constructed on the Real Estate. Buildings shall be constructed in substantial compliance with the locations and orientations of those depicted in Exhibit C as determined by the Director of Community Development. To the extent that the structures depicted in Exhibit C conflict with the standards of the Development and Architectural Standards of the Maple Knoll Ordinance, the development and architectural standards depicted in Exhibit C shall prevail.

Section 4. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____,
2024.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE XX-XX** was delivered to the Mayor of Westfield
on the _____ day of September, 2024, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE **ORDINANCE XX-XX**
this _____ day of September, 2024.

I hereby VETO **ORDINANCE XX-XX**
this _____ day of September, 2024.

Scott Willis, Mayor

Scott Willis, Mayor

This document prepared by Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, IN 46060.

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. Matthew S. Skelton.

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Building Elevations
Exhibit C	Site Plan

EXHIBIT A

REAL ESTATE

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

Commencing at the Northwest corner of said Northwest Quarter Section; thence South 00 degrees 05 minutes 52 seconds West along the West line of said Quarter Section a distance of 1,371.20 feet to the Southwest corner of the real estate described in Instrument Number 2000-58404 in the Office of the Recorder, Hamilton County, Indiana and the POINT OF BEGINNING of this description; thence North 89 degrees 57 minutes 52 seconds East along the South line of said real estate 1,312.20 feet to the Southeast corner thereof; thence South 00 degrees 05 minutes 52 seconds West parallel to the West line of said Quarter Section a distance of 1,067.29 feet to a point on a curve concave southeasterly, the radius point of said curve being South 17 degrees 54 minutes 32 seconds East 325.00 feet from said point; thence southwesterly along said curve 176.96 feet to the point of tangency of said curve, said point being North 49 degrees 06 minutes 22 seconds West 325.00 feet from the radius point of said curve; thence South 40 degrees 53 minutes 38 seconds West 131.32 feet; thence South 83 degrees 17 minutes 18 seconds West 44.31 feet to a point on a curve concave southerly, the radius point of said curve being South 33 degrees 43 minutes 45 seconds West 440.00 feet from said point; thence westerly along said curve 258.27 feet to the point of tangency of said curve, said point being North 00 degrees 05 minutes 51 seconds East 440.00 feet from the radius point of said curve; thence North 89 degrees 54 minutes 08 seconds West 793.13 feet to the West line of said Southwest Quarter Section; thence North 00 degrees 05 minutes 52 seconds East along said West line 44.37 feet to the Southwest corner of said Northwest Quarter Section; thence continuing North 00 degrees 05 minutes 52 seconds East along the West line of said Quarter Section a distance of 1,147.62 feet to the place of beginning, containing 35.897 acres, more or less.

EXHIBIT B

BUILDING ELEVATIONS



Project No. 2022-121.WOB
Project Date 09.27.2024
Produced by CM MP

Not For
Construction

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#	Revision	Date
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17303 Ditch Rd
Westfield, IN 46074

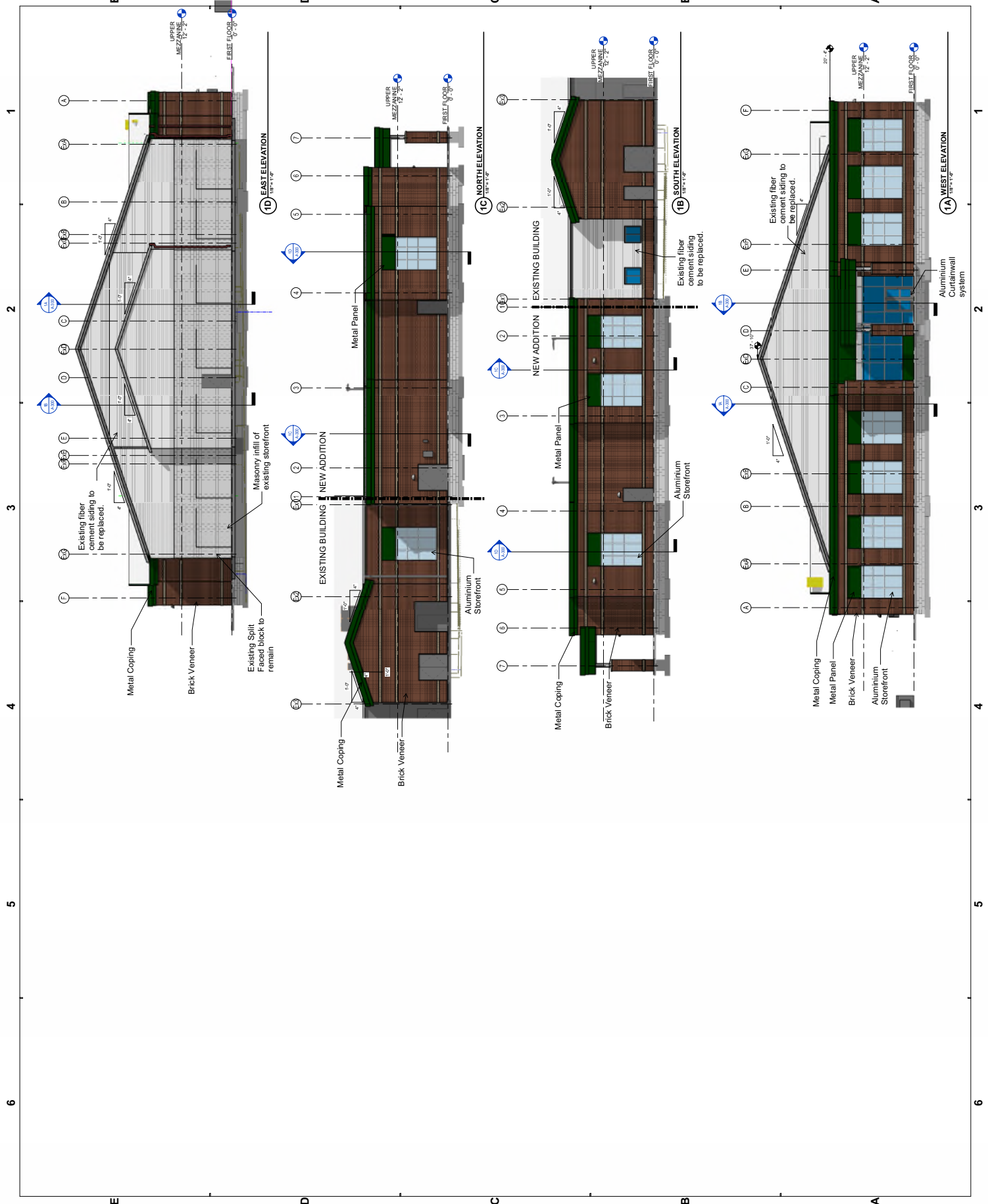


B

KEY PLAN

Westfield
Washington SchoolsWestfield Operations
BuildingBUILDING ELEVATIONS -
UNIT A

A-210





**SCHMIDT
ASSOCIATES**

schmidt-arch.com • 301.263.6268
4000 Westpark Drive, Suite 100
Westfield, IN 46074

Project No. 2022-121.WDR
Project Date 09-27-2024
Prepared by C.H.L.B.E.

**Not For
Construction**

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VERSION DATE

17300 Dixon Rd
Westfield, IN 46074



KEY PLAN



Westfield
Washington Schools



Westfield Storage
Building

BUILDING ELEVATIONS -
UNIT B

A-211

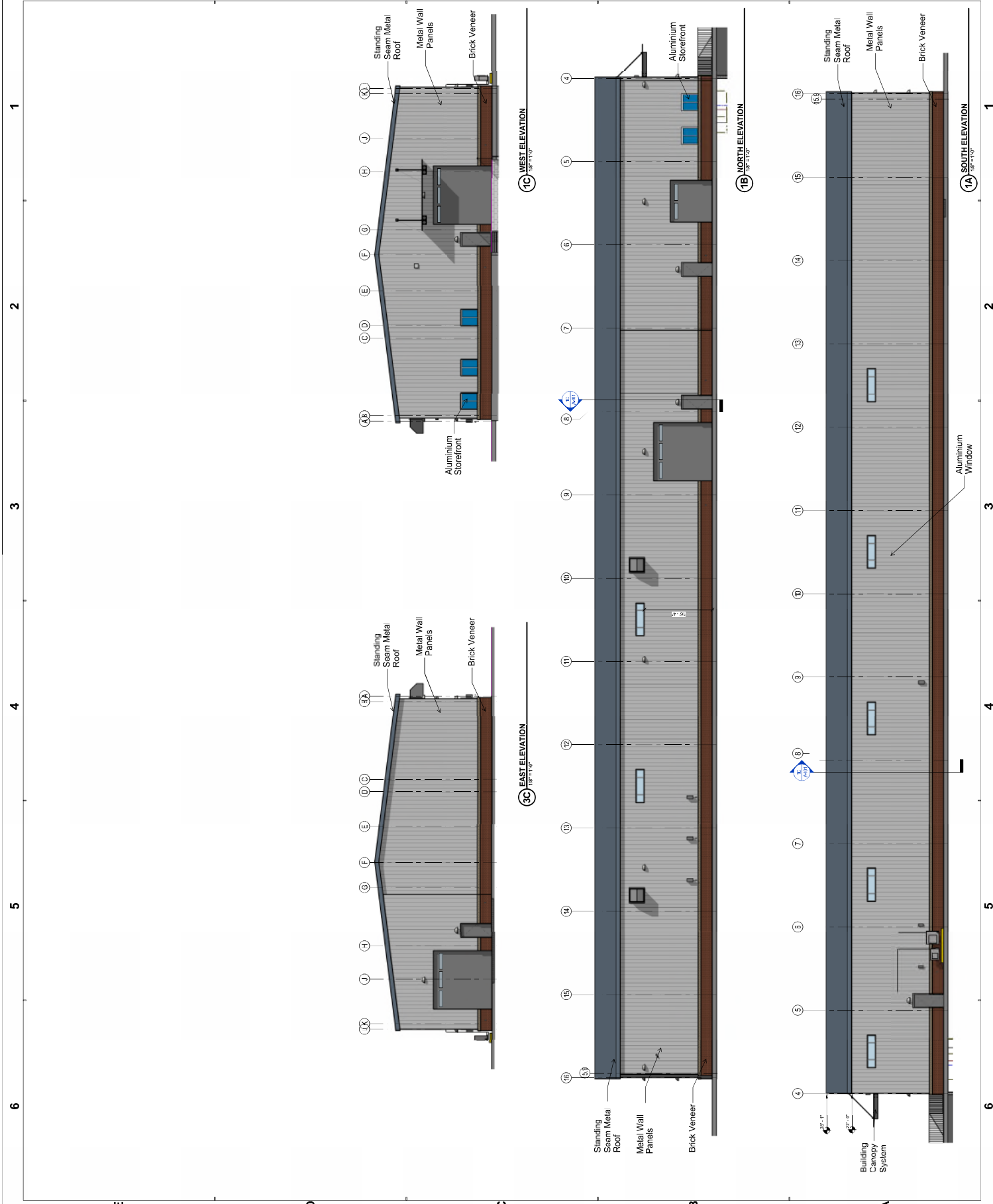
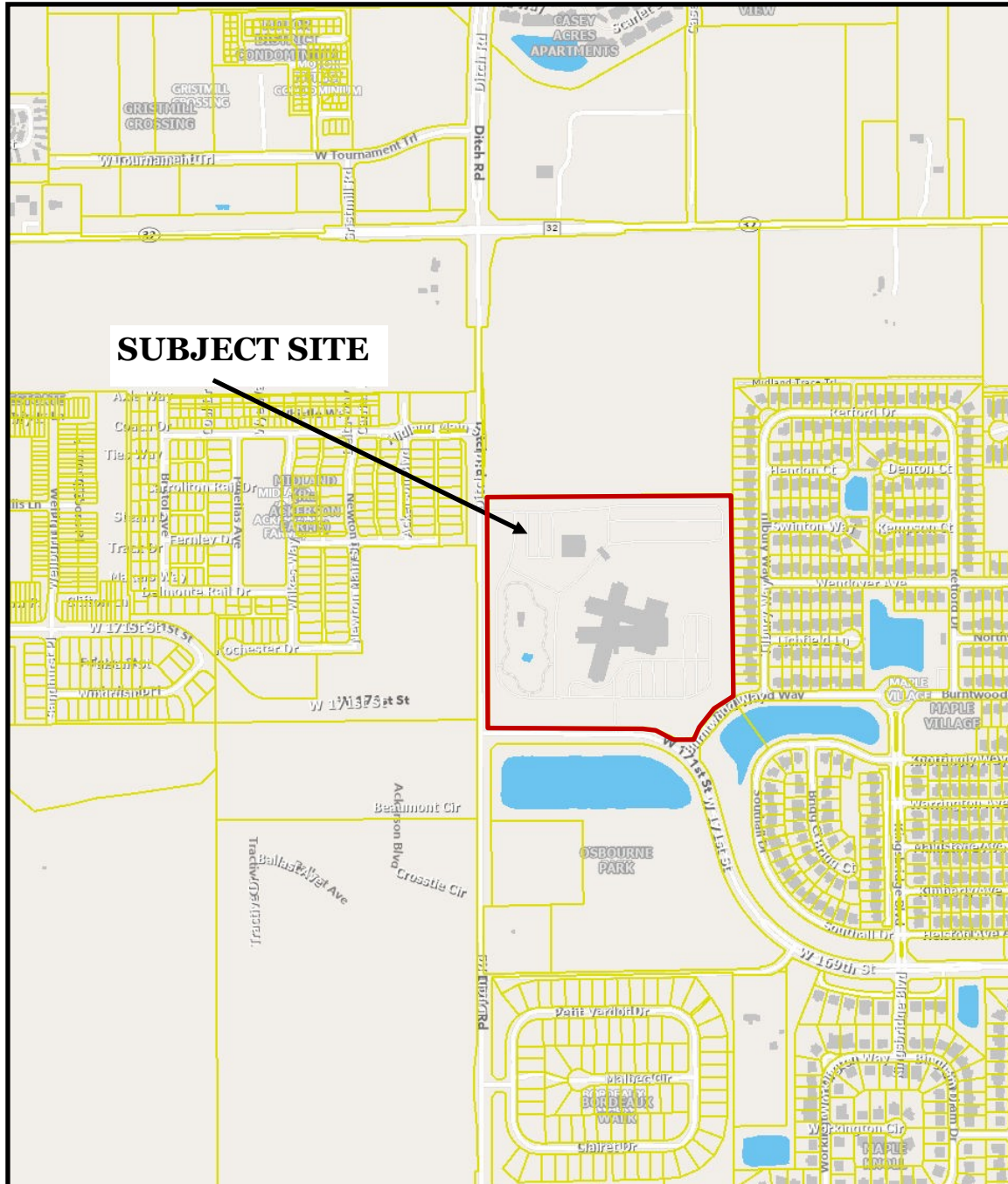


EXHIBIT C

SITE PLAN

VICINITY MAP

Maple Knoll PUD, Maple Glen amendment



VICINITY MAP

Maple Knoll PUD, Maple Glen amendment



Westfield Washington Schools

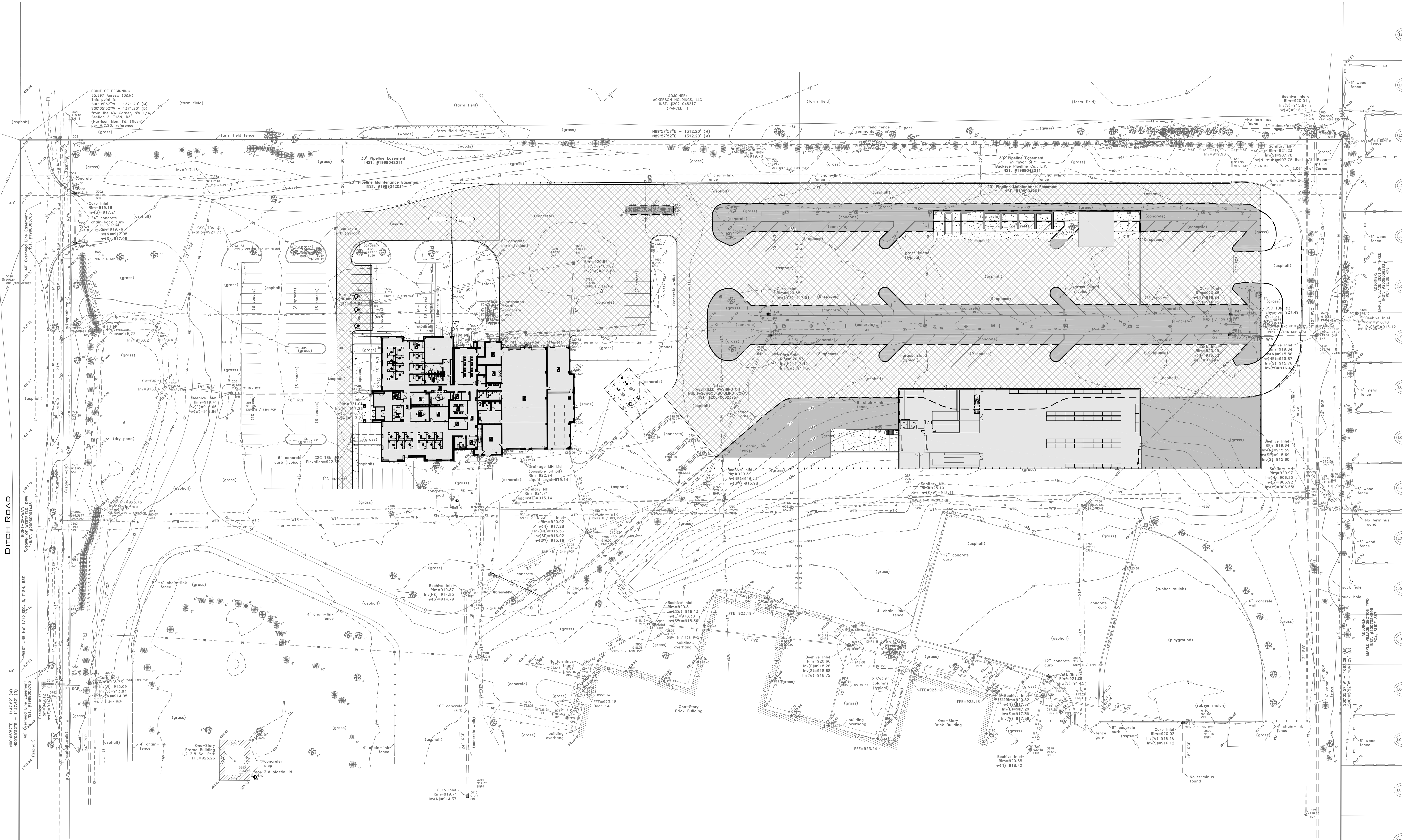
Maple Knoll PUD – Maple Glen Amendment

Narrative Statement

Westfield Washington Schools have operations and grounds facilities at two separate locations today. The operations service center is currently housed in a leased facility on Market Ct. near 181st Street and U.S. 31. The lease will expire in early 2026 and a new location is needed. The current grounds facilities are on the High School property today. The proposed site of the existing Transportation Center provides a campus opportunity that will permit the consolidation of these functions.

The existing former transportation building will be expanded and renovated to house the operations and grounds employees. An addition is planned on the west side of the existing building. A new free standing building is also planned on the site that will serve as the central storage location for the school district. This building will house a shop for carpentry, HVAC and electrical work. It will include a technology storage room as well as other storage areas for each school, custodial supplies, food service equipment and furniture.

Thank you for your consideration. We look forward to working with the City on this project.



DITCH ROAD

ARCHITECT: SCHMIDT ASSOCIATES, INC.
2022-121.WOB, Building Elevation Unit A, Westfield Operations Building, Westfield, IN 46074
10/20/2024 10:00 AM
10/20/2024 10:00 AM



SCHMIDT ASSOCIATES
schmidt-arch.com • 317.263.6226
415 Massachusetts Ave., Indianapolis, IN 46204
731 Brent St. #203, Louisville, KY 40204

Project No. 2022-121.WOB
Project Date 09.27.2024
Produced CM MP

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#	Revision	Date
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17303 Ditch Rd
Westfield, IN 46074

A
Operations

B
Storage

KEY PLAN

Westfield Washington Schools

Westfield Operations Building

BUILDING ELEVATIONS - UNIT A

A-210

Architect: Schmidt Associates
Project: 2022-121.WOB
Date: 09.27.2024
Produced by: CM TE MP

E

D

C

B

A

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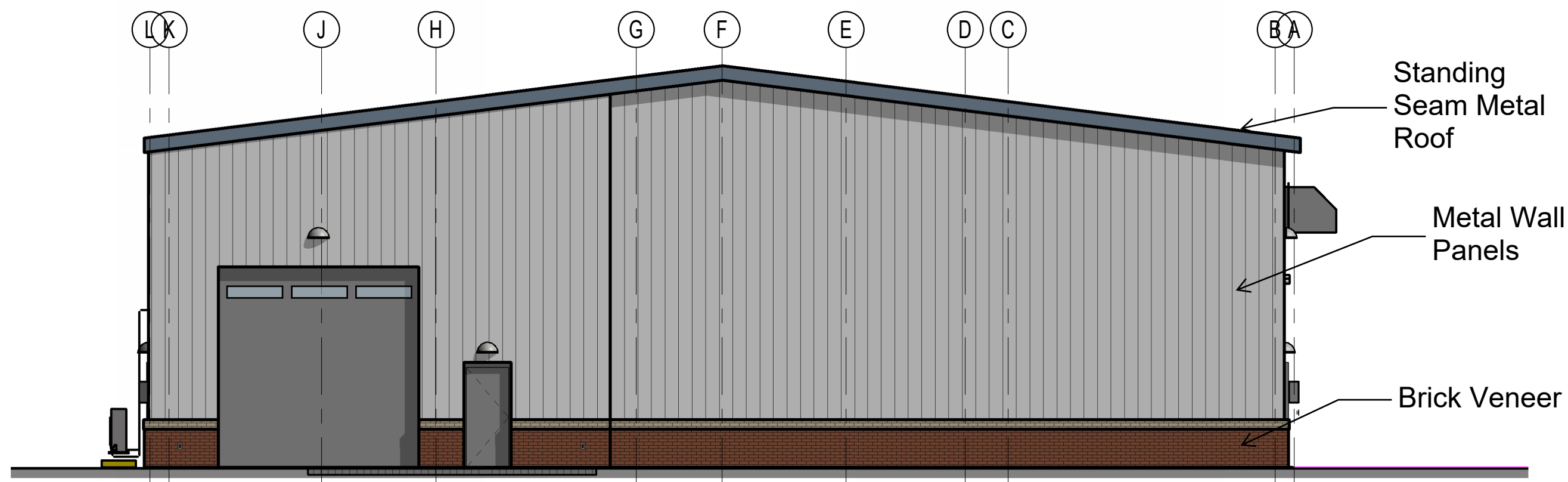
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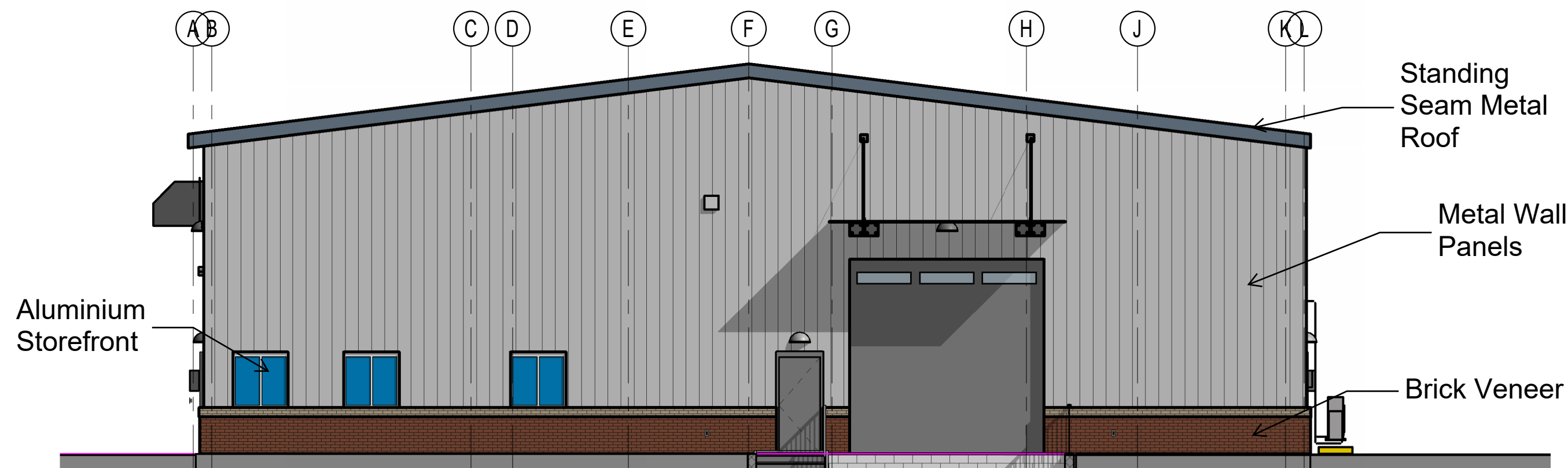
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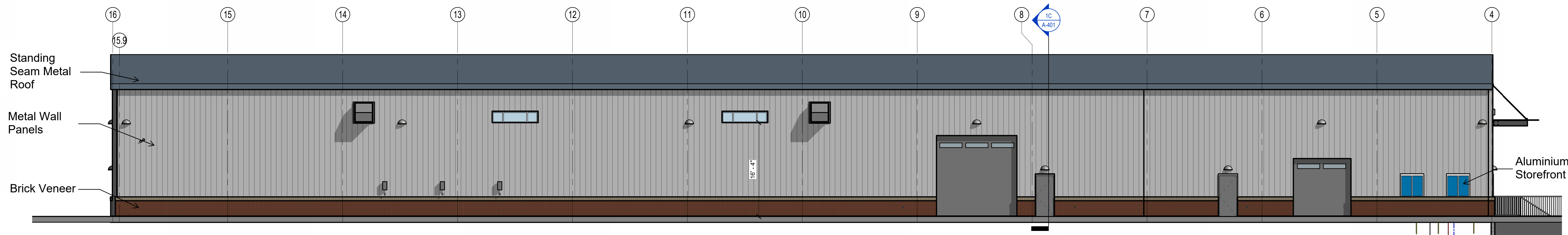
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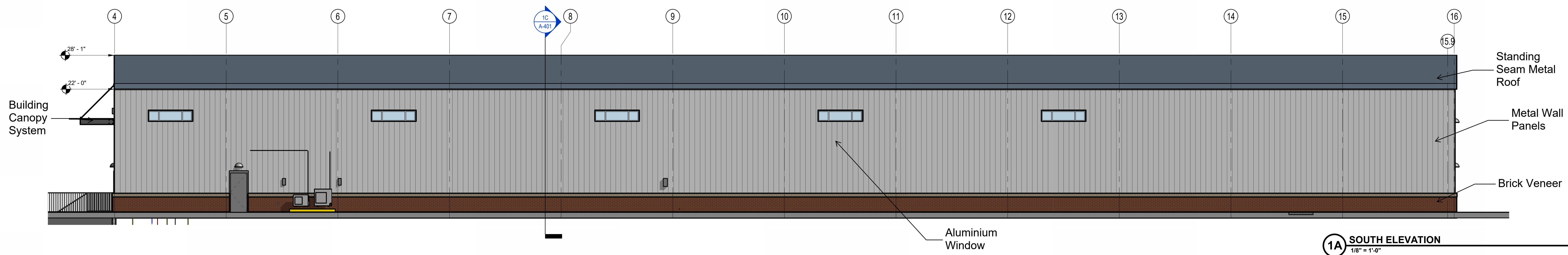
3C EAST ELEVATION
1/8" = 1'-0"



1C WEST ELEVATION
1/8" = 1'-0"



1B NORTH ELEVATION
1/8" = 1'-0"



1A SOUTH ELEVATION
1/8" = 1'-0"



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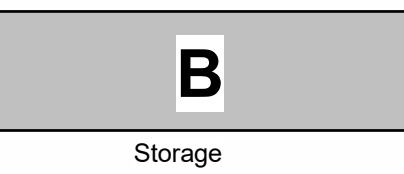
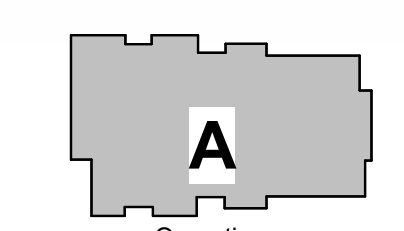
Project No. 2022-121.WOB
Project Date 09.27.2024
Produced CM TE MP

**Not For
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#	Revision	Date
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17303 Ditch Rd
Westfield, IN 46074



KEY PLAN

**Westfield
Washington Schools**



**Westfield Storage
Building**

**BUILDING ELEVATIONS -
UNIT B**

A-211

ORDINANCE NUMBER XX-XX

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

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

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

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

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

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2024;

WHEREAS, the Common Council is subject to the provision 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 Lyons Team PUD District and the Unified Development Ordinance and Zoning Map are hereby amended as follows:

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

5.1 Uses permitted in the Underlying Zoning District, as set forth in *Chapter 4* and *Chapter 13*, shall limited to the following:

- A. Religious Uses
- B. Church Uses

The remainder of the Lyons Team PUD District shall remain unchanged.

ORDINANCE NUMBER 24-64

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

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

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Plan Commission") considered a petition (**Petition No. 24##-PUD-##**), requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 24##-PUD-##** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a _____ recommendation (##) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2024;

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

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

Section 1. Applicability of Ordinance.

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

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

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

Section 4. Underlying Zoning District(s). The Underlying Zoning District of this District shall be the General Business District (GB) (the “Underlying Zoning District”).

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

- 5.1 All uses permitted in the Underlying Zoning District shall be permitted.

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

- 6.1 **Minimum Building Setback Lines.**
 1. Front Yard: 0 foot minimum, 15 foot maximum
 2. Side Yard: 0 foot minimum, 15 foot maximum
 - a. Abutting a Residential District: 20 feet

6.2 Maximum Building Height. Sixty-five (65) feet

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

7.1 Article 6.3 Architectural Standards: Shall apply, except as otherwise modified below.

A. External Facades.

- i. Front Building Facade. Each building façade fronting a public street shall incorporate two (2) or more building materials, excluding window, display window, door, and roofing materials; provided, however, that a minimum of fifty percent (50%) of the building façade shall be masonry materials.
- ii. Building Facade. Building facades internal to the property and not fronting a public street shall incorporate two (2) or more building materials, excluding window, display window, door, and roofing materials; provided, however, that a minimum of forty percent (40%) of the building façade shall be masonry materials.

7.2 Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified below.

- A. Street Trees. Street trees shall be planted at thirty (30) foot on center where a parking edge is located within thirty (30) feet of a street edge. When overhead and underground utilities are present, street trees shall not be required.
- B. Minimum Lot Landscaping Requirements. One (1) ornamental or evergreen tree may be replaced by one (1) additional shade tree or ten (10) shrubs for up to fifty percent (50%) of the required number of ornamental or evergreen trees.
- C. Foundation Plantings. Plantings shall be located within fifteen (15) feet of the building façade, or along the edges of plazas where provided.
- D. External Street Frontage Landscaping Requirements. Where a building façade is less than fifteen (15) feet from a Right-of-Way (ROW) line, street frontage plantings shall not be required. Street Trees shall be required. Where a parking edge is within fifteen (15) feet of a ROW line, these standards shall apply instead of parking lot perimeter requirements.
- E. Parking Area Landscaping. For parking areas that have over fifty (50) parking spaces, five percent (5%) of the parking area is to be islands.

Parking area islands shall be dispersed so as to define aisles and limit unbroken rows of parking spaces to a maximum of three hundred (300) feet in length. All islands shall be covered with shrubs or groundcover, grass is not permitted in parking lot islands.

7.3 Article 6.14 Parking and Loading Standards. Shall apply, except as otherwise modified below.

- A. Access. The minimum aisle width for 45 degree angled parking shall be twelve (12) feet. Where a twelve (12) foot drive aisle is provided, off-street parking spaces shall be at least nine (9) feet in width and twenty (20) feet in length.
- B. Required spaces for Multi-family Dwellings. One and a half (1.5) spaces per Dwelling Unit.

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

Section 9. Design Standards. The standards of Chapter 8 Design Standards shall apply to the development of the District.

ALL OF WHICH IS ORDAINED/RESOLVED THIS ## DAY OF _____, 2024.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 24-64** was delivered to the Mayor of Westfield
on the _____ day of _____, 2024, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 24-64**
this _____ day of _____, 2024.

Scott Willis, Mayor

I hereby VETO **ORDINANCE 24-64**
this _____ day of _____, 2024.

Scott Willis, Mayor

This document prepared by:

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	Character Exhibit

EXHIBIT A
REAL ESTATE

EXHIBIT B
CONCEPT PLAN

EXHIBIT C
CHARACTER EXHIBIT