

Westfield City Council Members

Scott Willis, (District 1)
Jake Gilbert, (District 2)
Mike Johns, (District 5)
Troy Patton, (At Large)
Joe Edwards, (District 3)
Cindy L. Spoljaric, (At Large)
Scott Frei, (District 4)



CITY OF WESTFIELD, IN
CityCouncil_Meeting_Agenda _11_09_2020

Monday, November 09, 2020 at 07:00 PM

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, November 09, 2020 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA

Pledge of Allegiance

Invocation by: Chris Shore, Executive Pastor at Grace Church

Opening of Meeting

Note the presence of a quorum

Announce any changes to Agenda

Approval of Minutes:

Documents: [Meeting Minutes 10-26-20](#)

Claims:

Documents: [Docket for November 09, 2020](#)

Approval of Claims

Miscellaneous Business/Special Recognition:

Presentation by John Nail regarding 161st/Monon HAWK Traffic Study

Update by Shannon Russell on YMCA Projects

Old Business:

New Business:

Resolution 20-137: Establishing Hometown Heroes Program

Council Introduction: November 9, 2020

Adoption Consideration: November 9, 2020

Documents: [Resolution 20-137](#)

Resolution 20-139: Creating New Funds for the Deposit & Management of Sums Derived from Covid Relief

Adoption Consideration: November 9, 2020

Documents: [Resolution 20-139](#)

Resolution 20-140: Authorizing the Transferring of Funds

Adoption Consideration: November 9, 2020

Documents: [Resolution 20-140](#)

Ordinance 20-44: 2021 Salary Ordinance (non-elected)

Council Introduction: November 9, 2020

Adoption Consideration: November 9, 2020

Documents: [Ordinance 20-44](#)

Ordinance 20-46: Lindley Run PUD Amendment I

Council Introduction: November 9, 2020

APC Public Hearing: December 7, 2020

APC Recommendation: December 21, 2020

Adoption Consideration: January 11, 2021

Documents: [Ordinance 20-46](#) | [Location Map](#) | [Project Narrative](#) | [Slide Presentation](#)

Ordinance 20-47: Bridgewater PUD Amendment (Animal Eye Clinic)

Council Introduction: November 9, 2020

APC Public Hearing: December 7, 2020

APC Recommendation: December 21, 2020

Adoption Consideration: January 11, 2021

Documents: [Ordinance 20-47](#) | [Location Map](#) | [Project Narrative](#)

Ordinance 20-48: Somerset PUD

Council Introduction: November 9, 2020

APC Public Hearing: December 7, 2020

APC Recommendation: January 19, 2021

Adoption Consideration: February 8, 2021

Documents: [Ordinance 20-48](#) | [Concept Plan](#) | [Landscape Plan](#) | [Narrative](#)

[Statement](#) | [Character Exhibits Monroe](#) | [Character Exhibits Arthur](#) | [Character Exhibits Presidential](#)

Ordinance 20-49: Moon Commercial PUD
Council Introduction: November 9, 2020
APC Public Hearing: December 7, 2020
APC Recommendation: January 19, 2021
Adoption Consideration: February 8, 2021
Documents: [Ordinance 20-49](#) | [Vicinity Map](#)

Resolution 20-141: Approving an Amending Declaratory Resolution & Plan of the Redevelopment Commission & Order of the Westfield Washington Township Advisory Area Plan Commission
Adoption Consideration: November 9, 2020
Documents: [Resolution 20-141](#) | [APC Order](#)

Ordinance 20-50: Issuing Taxable Economic Development Tax Increment Revenue Bonds (Wheeler Landing Project)
Council Introduction: November 9, 2020
Adoption Consideration: November 23, 2020
Documents: [Ordinance 20-50](#) | [Changed Pages](#) | [Trust Indenture \(Wheeler Landing I LLC\) \(Series A Bonds\)](#) | [Financing Agreement \(Wheeler Landing I LLC\)](#) | [Trust Indenture \(J.C. Hart Company\) \(Bond Series B\)](#) | [Financing and Loan Agreement \(J.C. Hart Company\)](#)

Guests:

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

City Council Comments

Mayor Comments

Adjourn

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

Working Meeting

Westfield City Council October 26, 2020

The Westfield City Council held a meeting on October 26, 2020 at The Westfield Playhouse & via a virtual conference call. Present were Joe Edwards, Scott Willis, Cindy Spoljaric, Jake Gilbert, Mike Johns, Scott Frei and Troy Patton. Also present were Clerk Treasurer Cindy Gossard, and Brian Zaiger, legal counsel.

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

Joe Edwards announced that Ordinance 20-44 would be tabled until the November meeting.

Approval of Minutes:

Troy Patton made a motion to approve the October 12, 2020 minutes as presented.
Jake Gilbert seconded. Vote: Yes-7; No-0. Motion carries.

Claims:

Scott Willis made a motion to approve the claims as presented. Cindy Spoljaric seconded.
Vote: Yes-7; No-0. Motion carries.

Miscellaneous Business/Special Presentations: None

Old Business:

Ordinance 20-41: 2021 Budget

Council Introduction: September 28, 2020

Public Hearing: October 12, 2020

Adoption Consideration: October 26, 2020

Todd Burton presented stating this in the last step in the adoption of the budget which has, since June had lots of time and work put into, to get to the end result.

There was a discrepancy on what was entered into Gateway and the report given to Council, concerning the Council budget (legal& service lines). The overall total budget that was presented is correct.

Scott Frei and Mike Johns, both expressed their concerns regarding future budgets and what they felt needed to be addressed.

Council discussion

Troy Patton made a motion to approve Ordinance 20-41 with the correct Council budget amended. Scott Willis seconded. Vote: Yes-7; No-0. Motion carries.

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Ordinance 20-42: Appropriating the Proceeds of the General Obligation Bonds 2020

Council Introduction: October 12, 2020

Public Hearing: October 26, 2020

Adoption Consideration: October 26, 2020

Todd Burtron presented stating the timeline the Ordinance followed and confirmed that all monies are projected to be spent in 2020 excluding some road projects that follow INDOT guidelines or weather permitting circumstances.

Public Hearing Opened: 7:28 PM

Linda Naas spoke regarding the vehicles listed to purchase for 2019 and 2020 /Council discussion

Public Hearing Closed: 7:32 PM

Scott Willis made the motion to approve Ordinance 20-42 with amended clarification of vehicles to be purchased. Mike Johns seconded. Vote: Yes-7; No-0. Motion carries.

New Business:

Ordinance 20-43: Additional Appropriation

Council Introduction: October 26, 2020

Public Hearing: October 26, 2020

Adoption Consideration: October 26, 2020

Cindy Gossard presented stating the additional appropriation would allow for a 27th pay for employees.

Public Hearing Open: 7:42 PM

No comments

Public Hearing Closed: 7:43 PM

Cindy Spoljaric made the motion to suspend the rules and vote on Ordinance 20-43 tonight. Troy Patton seconded. Vote: Yes-7; No-0. Motion carries.

Joe Edwards made the motion to approve Ordinance 20-43 as written. Cindy Spoljaric seconded. Vote: Yes-7; No-0. Motion carries.

Public Comments:

None

City Council Comments: None

[Type here]

Mayor Comments:

Thanked council and staff for their work on the budget.

Encouraged citizens to get out and vote. Voting is being held at City Hall and reason for relocation of tonight's meeting.

COVID cases on the rise, reminded everyone to do their part and remain vigilant in their everyday activities.

Counsel for Council members, Anne Poindexter, spoke in regards to not being involved with the pending litigations of the City.

Without any further business, the meeting adjourned at 7:51 pm.

Clerk-Treasurer

President

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RESOLUTION 20-137

RESOLUTION TO ESTABLISH THE WESTFIELD HOMETOWN HEROES PROGRAM

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

WHEREAS, the Council has become aware of the need to recognize and aid Westfield disabled public safety personnel and armed forces veterans and their families.

WHEREAS, The Council wishes to create and fund The Westfield Hometown Heroes Program to recognize, aid and assist those persons and families that have served as a small token of gratitude.

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

- Section 1.** That the Council now wishes to assist those disabled public safety personnel and veterans by supplying services to them and their families. Services to be offered would include basic lawn care and snow removal at no costs to them. Families of active service military personnel shall be eligible during deployments.
- Section 2.** That the Council now designates the Westfield Board of Works to arrange and organize the means and policies necessary to carry out this
- Section 3.** This Resolution shall be in full force and effect immediately, all acts necessary in the creation of this Resolution are hereby ratified and approved of by the Council.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-XX was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-XX

this _____ day of _____, 2020.

I hereby VETO Resolution 20-XX

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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

ORDINANCE NUMBER 20-__

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING AMENDMENT TO TEXT OF THE BRIDGEWATER CLUB PLANNED UNIT DEVELOPMENT BEING THAT OF ORDINANCE 06-49, AS AMENDED AND TITLE 16 - LAND USE CONTROLS

This is a Planned Unit Development District Ordinance (to be known as the "**Bridgewater PUD AMENDMENT 20**") to amend 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, Ordinance 06-49, was enacted by the Town Council on October 9, 2006, and amended by:

- (i) Ordinance 08-05, enacted by the City Council on February 11, 2008;
 - (ii) Ordinance 09-17, enacted by the City Council on September 14, 2009;
 - (iii) Ordinance 10-01, enacted by the City Council on February 8, 2010;
 - (iv) Ordinance 10-05, enacted by the City Council on April 12, 2010;
 - (v) Ordinance 10-08, enacted by the City Council on May 24, 2010;
 - (vi) Ordinance 10-19, enacted by the City Council on September 13, 2010;
 - (vii) Ordinance 11-01, enacted by the City Council on January 10, 2011;
 - (viii) Ordinance 12-10, enacted by the City Council on April 9, 2012;
 - (ix) Ordinance 13-03, enacted by the City Council on February 11, 2013;
 - (x) Ordinance 13-06, enacted by the City Council on March 11, 2013;
 - (xi) Ordinance 13-08, enacted by the City Council on March 25, 2013;
 - (xii) Ordinance 14-02, enacted by the City Council on February 24, 2014;
 - (xiii) Ordinance 14-16, enacted by the City Council on May 12, 2014;
 - (xiv) Ordinance 14-44, enacted by the City Council on September 22, 2014;
 - (xv) Ordinance 15-29, enacted by the City Council on October 12, 2015;
 - (xvi) Ordinance 15-35, enacted by the City Council on November 24, 2015;
 - (xvii) Ordinance 15-36, enacted by the City Council on January 11, 2016;
 - (xviii) Ordinance 16-13, enacted by the City Council on August 8, 2016; and
 - (xix) Ordinance 17-22, enacted by the City Council on September 11, 2017;
- (collectively, the "**Bridgewater PUD Ordinance**");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. ____-PUD-__**), requesting an amendment to the Bridgewater PUD Ordinance as it pertains to the 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 (**- vote**) 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 _____, 2020;

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 UDO and Bridgewater PUD Ordinance is hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Bridgewater PUD Ordinance, and (iii) the provisions of the UDO, 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 Bridgewater PUD Ordinance, as amended.
- 1.2 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.3 All provisions and representations of the UDO 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. General Regulations. The following Use shall be added as a Permitted Use on the Real Estate:

- A. Veterinary clinics and hospitals without animal boarding.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-**__ was delivered to the Mayor of Westfield
on the ____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance __-10

this ____ day of _____,
2020.

J. Andrew Cook, Mayor

I hereby VETO Ordinance __-10

this ____ day of _____, 2020.

J. Andrew Cook, 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: Jon C. Dobosiewicz

This document prepared by: James E. Shinaver and Jon C. Dobosiewicz; Nelson & Frankenger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A Real Estate

EXHIBIT A
Real Estate
(Page 1 of 2)

Add Legal

EXHIBIT A
Real Estate
(Page 2 of 2)



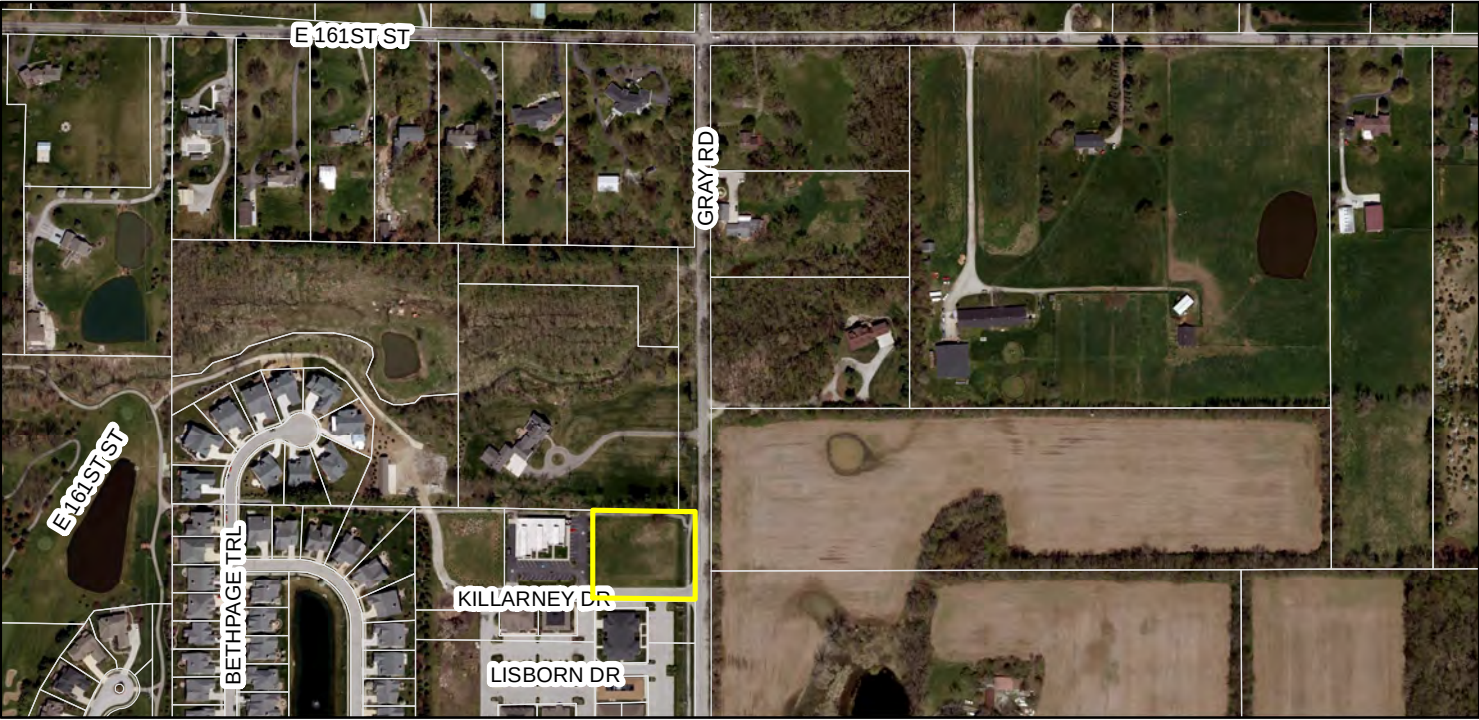


Property Location Map
Bridgewater PUD Amendment (Animal Eye Clinic)
2012-PUD-16

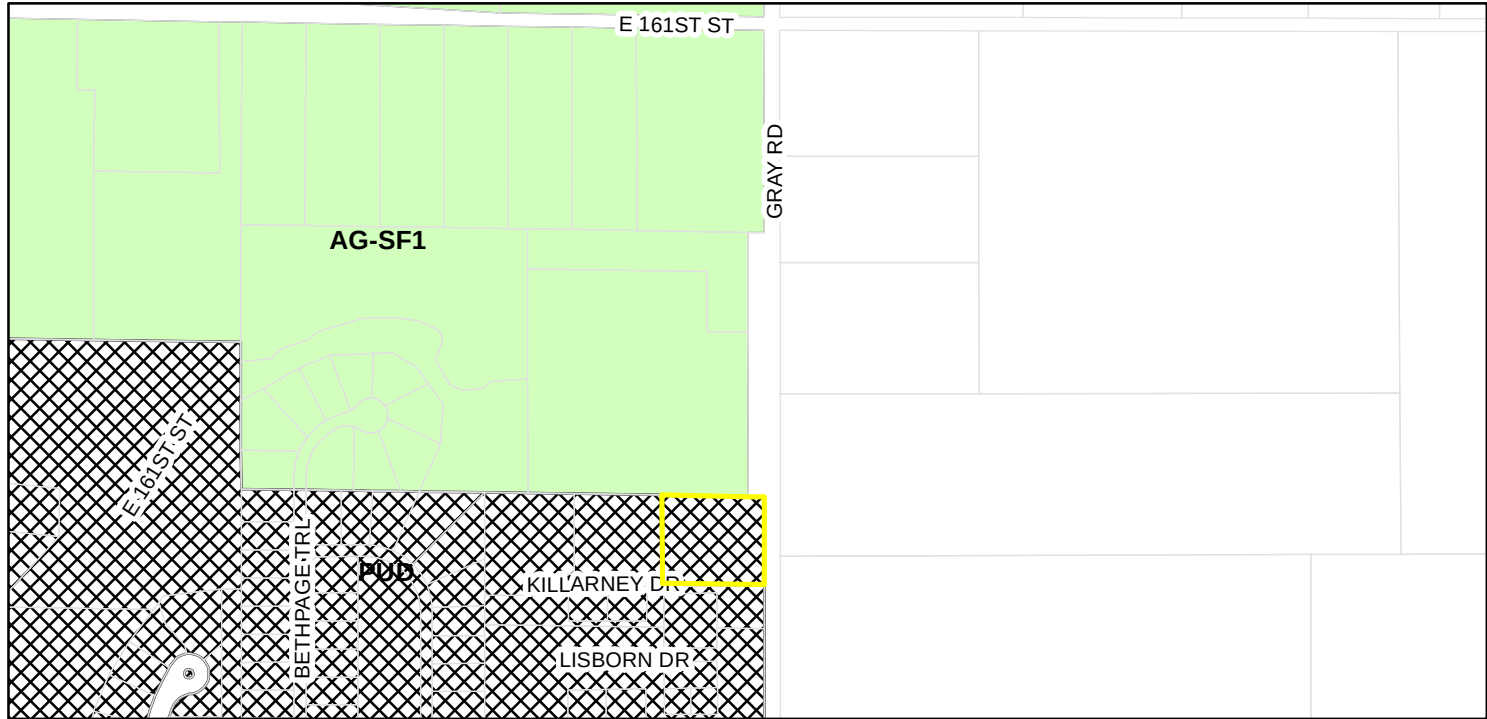


Not To Scale

Aerial Location Map



Zoning Map



Zoning

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

ORDINANCE NUMBER 20-44

2021 Salary Ordinance

AN ORDINANCE OF THE CITY OF WESTFIELD CONCERNING SALARIES, WAGES, BENEFITS, STIPENDS AND OTHER COMPENSATION FOR THE 2021 CALENDAR YEAR

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

Section 1

The salaries, hourly wages, stipends, and other compensation for employees of the City of Westfield except for the Clerk Treasurer's Office are described on Attachment A or described in this ordinance. Attachment A salary grades and ranges are aligned with the Archer Compensation Study.

The salaries, hourly wages, stipends, and other compensation for employees of the Clerk Treasurer's Office are described on Attachment B or described in this ordinance.

Section 2

Additional comments regarding city attorney compensation.

Attorney for the City:

Compensation per Attachment A plus additional compensation for extraordinary duties assigned by the City Council during the year.

Attorney for the Plan Commission and Board of Zoning Appeals

Compensation per Attachment A plus additional compensation for extraordinary duties recommended by the Plan Commission and Board of Zoning Appeals and authorized by the City Council.

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.**

ADOPTED AND PASSED THIS _____ DAY OF _____, 2020, BY THE WESTFIELD CITY COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that ORDINANCE 20-44 was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 20-44

this _____ day of _____,
2020.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 20-44

this _____ day of _____,
2020.

J. Andrew Cook, Mayor

2021 Salary Ordinance

Attachment A

Title	Grade	Annual Base Salary Minimum	Annual Base Salary Midpoint	Annual Base Salary Maximum	Paid Annual Hours	Status - Exempt or Non-Exempt
Administration						
Mayor's Chief of Staff	23	\$128,286	\$153,943	\$179,599	2080	E
Enterprise Development Director	20	\$107,442	\$128,930	\$150,418	2080	E
Financial Strategist	15	\$77,912	\$93,494	\$109,077	2080	NE
Communications						
Director of Communications	14	\$74,439	\$89,326	\$104,214	2080	E
Graphic Design Lead	7	\$50,119	\$60,144	\$70,167	2080	NE
Digital Communications Specialist	6	\$46,646	\$55,975	\$65,304	2080	NE
Community Development						
Director of Community Development	19	\$100,493	\$120,592	\$140,690	2080	E
Building Commissioner	13	\$70,964	\$85,157	\$99,350	2080	E
Senior Planner	12	\$67,490	\$80,988	\$94,487	2080	E
Associate Planner	6	\$46,646	\$55,975	\$65,304	2080	NE
Building Inspector	6	\$46,646	\$55,975	\$65,304	2080	NE
Community Development Coordinator	5	\$43,172	\$51,807	\$60,440	2080	NE
Administrative Coordinator	5	\$43,172	\$51,807	\$60,440	2080	NE
Administrative Assistant	3	\$36,224	\$43,468	\$50,713	2080	NE
Economic Development						
Economic Development Manager	11	\$64,016	\$76,820	\$89,623	2080	E
Global Strategy and Business Development	11	\$64,016	\$76,820	\$89,623	2080	E
Fire Department						
Fire Chief	20	\$107,966	\$129,559	\$151,151	2080	E
Deputy Chief	18	\$94,002	\$112,801	\$131,602	2080	E
Division Chief	17	\$87,020	\$104,423	\$121,827	2080	NE
Battalion Chief	16	\$81,783	\$98,139	\$114,497	2756	NE
Captain	13	\$71,310	\$85,572	\$99,835	2756	NE
Lieutenant	11	\$64,329	\$77,194	\$90,060	2756	NE
Fire Mechanic	8	\$53,856	\$64,626	\$75,397	2080	NE
Senior Firefighter	8	\$53,856	\$64,626	\$75,397	2756	NE
2nd Class Firefighter	8	\$53,856	\$64,626	\$75,397	2756	NE
3rd Class Firefighter	7	\$50,364	\$60,437	\$70,510	2756	NE
Paramedic	6	\$46,873	\$56,248	\$65,622	2756	NE
Probationary Firefighter	6	\$46,873	\$56,248	\$65,622	2756	NE
Administrative Coordinator	5	\$40,672	\$48,806	\$56,939	1950	NE
Administrative Assistant	3	\$34,125	\$40,950	\$47,775	1950	NE
Part-Time Administrative Assistant					1248	NE
Grand Park						
Outdoor						
Facility Operations Manager	12	\$67,490	\$80,988	\$94,487	2080	E
Grounds Manager	9	\$57,068	\$68,481	\$79,895	2080	NE
Grounds Assistant	4	\$39,698	\$47,637	\$55,577	2080	NE
Operations Assistant	3	\$36,224	\$43,468	\$50,713	2080	NE
League/Event Manager					2080	NE
Grounds Manager					2080	NE
Outdoor Part-time Employees					6500	NE

2021 Salary Ordinance

Attachment A

Title	Grade	Annual Base Salary Minimum	Annual Base Salary Midpoint	Annual Base Salary Maximum	Paid Annual Hours	Status - Exempt or Non-Exempt
Indoor						
Director of Grand Park	19	\$100,493	\$120,592	\$140,690	2080	E
Client Services & Event Coordinator	7	\$50,119	\$60,144	\$70,167	2080	NE
Facility Scheduling Manager	7	\$50,119	\$60,144	\$70,167	2080	NE
Marketing & Sponsorship Coordinator	7	\$50,119	\$60,144	\$70,167	2080	NE
Event Center Part-time Employees					2600	NE
Guest Services						
Director of Guest Services	13	\$70,964	\$85,157	\$99,350	2080	E
Guest Services Manager	6	\$46,646	\$55,975	\$65,304	2080	NE
Guest Services Permitting Representative	5	\$43,172	\$51,807	\$60,440	2080	NE
Guest Services Representative	4	\$39,698	\$47,637	\$55,577	2080	NE
Human Resources						
Human Resources Manager	11	\$64,016	\$76,820	\$89,623	2080	E
Human Resources Analyst	6	\$46,646	\$55,975	\$65,304	2080	NE
Informatics						
Director of Informatics	18	\$93,546	\$112,254	\$130,963	2080	E
GIS Manager	13	\$70,964	\$85,157	\$99,350	2080	E
Project Manager	13	\$70,964	\$85,157	\$99,350	2080	NE
Senior Systems Analyst	12	\$67,490	\$80,988	\$94,487	2080	NE
Systems Analyst	9	\$57,068	\$68,481	\$79,895	2080	NE
Helpdesk Coordinator	6	\$46,646	\$55,975	\$65,304	2080	NE
Police Department						
Chief of Police	20	\$107,442	\$128,930	\$150,418	2080	E
Assistant Chief	18	\$93,546	\$112,254	\$130,963	2080	E
Captain	15	\$77,912	\$93,494	\$109,077	2080	E
Administrative Lieutenant	13	\$70,964	\$85,157	\$99,350	2080	NE
Patrol Lieutenant	13	\$70,964	\$85,157	\$99,350	2080	NE
Patrol Sergeant	11	\$64,016	\$76,820	\$89,623	2080	NE
Criminalist - Property Room Manager	11	\$64,016	\$76,820	\$89,623	2080	NE
Detective	10	\$60,542	\$72,650	\$84,758	2080	NE
Detective Lieutenant	10	\$60,542	\$72,650	\$84,758	2080	NE
Patrol 1st Class	9	\$57,068	\$68,481	\$79,895	2080	NE
Training Coordinator	9	\$57,068	\$68,481	\$79,895	2080	NE
Records Manager	9	\$53,501	\$64,201	\$74,901	1950	NE
School Resource Officer	9	\$57,068	\$68,481	\$79,895	2080	NE
Civilian Criminalist	8	\$53,594	\$64,313	\$75,031	2080	NE
Patrol 2nd Class	8	\$53,594	\$64,313	\$75,031	2080	NE
Patrol 3rd Class	7	\$50,119	\$60,144	\$70,167	2080	NE
Probationary Patrol	6	\$46,646	\$55,975	\$65,304	2080	NE
Records Assistant	4	\$37,217	\$44,659	\$52,103	1950	NE
Administrative Assistant	3	\$33,959	\$40,752	\$47,544	1950	NE
Public Works						
PW Administration						
Public Works Director	20	\$107,442	\$128,930	\$150,418	2080	E
Administrative Coordinator	5	\$43,172	\$51,807	\$60,440	2080	NE

2021 Salary Ordinance

Attachment A

Title	Grade	Annual Base Salary Minimum	Annual Base Salary Midpoint	Annual Base Salary Maximum	Paid Annual Hours	Status - Exempt or Non-Exempt
City Maintenance						
Street Superintendent	13	\$70,964	\$85,157	\$99,350	2080	E
Parks and Recreation Superintendent	12	\$67,490	\$80,988	\$94,487	2080	E
Street Supervisor	9	\$57,068	\$68,481	\$79,895	2080	NE
Facility Coordinator	7	\$50,119	\$60,144	\$70,167	2080	NE
Foreman	7	\$50,119	\$60,144	\$70,167	2080	NE
Facility Handyman	6	\$46,646	\$55,975	\$65,304	2080	NE
Equipment Operator/Mechanic	5	\$43,172	\$51,807	\$60,440	2080	NE
Sign Maintenance Technician	4	\$39,698	\$47,637	\$55,577	2080	NE
Grounds and Maintenance Laborer	2	\$32,750	\$39,300	\$45,849	2080	NE
Street Laborer	2	\$32,750	\$39,300	\$45,849	2080	NE
Temporary Laborer					2000	NE
Engineering						
City Engineer	18	\$93,546	\$112,254	\$130,963	2080	E
Senior Project Manager	12	\$67,490	\$80,988	\$94,487	2080	E
Project Engineer	11	\$64,016	\$76,820	\$89,623	2080	NE
Stormwater Coordinator	10	\$60,542	\$72,650	\$84,758	2080	NE
Plan Reviewer	6	\$46,646	\$55,975	\$65,304	2080	NE
Senior Inspector	6	\$46,646	\$55,975	\$65,304	2080	NE
Inspector	5	\$43,172	\$51,807	\$60,440	2080	NE
Encroachment Inspector	4	\$39,698	\$47,637	\$55,577	2080	NE
Erosion Inspector	4	\$39,698	\$47,637	\$55,577	2080	NE
Intern					1000	NE
Westfield Welcome						
Director of Westfield Welcome	16	\$81,386	\$97,663	\$113,941	2080	E
Community Events Coordinator	7	\$50,119	\$60,144	\$70,167	2080	NE
Hospitality Coordinator	6	\$46,646	\$55,975	\$65,304	2080	NE
Part-Time Community Events Coordinator					832	NE
					320	NE
Other						
Interns	Up to \$14,000 annually					
Part-Time Employees	\$10-\$20 per hour					
Attorney (Plan Comm & BZA)	Up to \$40,000					
City Attorney	Up to \$40,000					
Advisory Plan Commission	\$400 per quarter					
City Board of Public Works	\$262.50 per quarter					
Fire Merit Board Commission	\$200 per quarter					
City Department Stipends	Up to \$5,000 per year					
City of Westfield Longevity for police and fire personnel only	Schedule 1 Attached					

2021 Salary Ordinance

Attachment B

Title	Annual Base Salary Range	Paid Annual Hours	Status - Exempt or Non-Exempt	Number of Full-Time Employees Budgeted Per Position
Clerk Treasurer Office				
Chief Deputy	\$78,000-\$83,092	1950	NE	1
Financial Analyst	\$78,000-\$83,092	1950	NE	1
Accounting Specialist	\$64,800-\$68,626	1950	NE	1
Payroll Specialist	\$68,600-\$73,201	1950	NE	1
Records Coordinator	\$54,600-\$56,720	1950	NE	1
				5 FT

Notes

Stipends \$500-\$3,500

Benefit Summaries 2021

Civilian Personnel

INSURANCE

HEALTH, LIFE, DENTAL, VISION, 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 Talk to Your Doc 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 2021. All employees will automatically receive half of their HSA contribution in January 2021. The other half of the HSA contribution will be received in July 2021 only if the employee participates in the Talk to Your Doc program (and the spouse of the employee, if they are on the medical plan). Also, the Talk to Your Doc program must be completed by the given deadline in 2021 in order to receive the second half of the HSA contribution.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS - As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM - As provided for all employees

RETIREMENT

Civilian PERF – 14.2% (2021) 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) 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

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 the requires vesting.

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, LIFE, DENTAL, VISION, 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 Talk to Your Doc 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 2021. All employees will automatically receive half of their HSA contribution in January 2021. The other half of the HSA contribution will be received in July 2021 **only** if the employee participates in the Talk to Your Doc program (and the spouse of the employee, if they are on the medical plan). Also, the Talk to Your Doc program must be completed by the given deadline in 2021 in order to receive the second half of the HSA contribution.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees

RETIREMENT

Police PERF

Certain Professional Police personnel are covered by a state sponsored retirement plan that is referred to as the "1977 Police and Fire PERF program" (1977 PERF plan). This program began January 1, 2008 for Professional Police Officers.

1. 17.5% of the "Patrolman 1st Class" base salary plus 20 years longevity pay is contributed by the City to the POLICE AND FIRE PERF plan for those in the 1977 PERF plan.
2. 6% based on 1. above is deducted from each police personnel's bi-weekly pay to make an additional contribution to this plan.

Supplemental Retirement Plan

To supplement retirement (because certain police officers are not in the Police and Fire PERF Plan), the City contributes 13% of the officer's base pay into the 457 plan. This is done in July and January of each year.

457 Supplemental Retirement Plan

ATTACHMENT C

Professional police officers can contribute additional (pretax) funds into their 457 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 Floating Holidays scheduled with their supervisor. The number of holidays (equal in number of hours) approved by the council is the same number of holiday hours offered to police officers.

Certain Professional Fire Personnel

INSURANCE

**HEALTH, LIFE, DENTAL, VISION, 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 Talk to Your Doc 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 2021. All employees will automatically receive half of their HSA contribution in January 2021. The other half of the HSA contribution will be received in July 2021 only if the employee participates in the Talk to Your Doc program (and the spouse of the employee, if they are on the medical plan). Also, the Talk to Your Doc program must be completed by the given deadline in 2021 in order to receive the second half of the HSA contribution.

SOCIAL SECURITY / MEDICARE CONTRIBUTIONS – As provided for all employees

EMPLOYEE ASSISTANCE PROGRAM – As provided for all employees

RETIREMENT

Civilian PERF – 14.2% (2021) 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) 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

Fire PERF

Professional Fire personnel are covered by a state sponsored retirement plan that is referred to as the "1977 Police and Fire PERF program". This program began in 2000 for the Westfield Fire Department.

1. 17.5% of the "Senior Fire Fighter" base salary plus 20 years longevity pay is contributed by the City to the 1977 POLICE AND FIRE PERF program.
2. 6% based on 1. above is deducted from each fire personnel's bi-weekly pay to make an additional contribution to this plan.

Supplemental Retirement Plan

To supplement retirement (because certain fire personnel and paramedics are not in the Police and Fire PERF Plan the City contributes 13% of the fire personnel's base pay into the 457 plan. This is done in July and January of each year. This plan began on January 1, 2009, and represents a continuing supplemental retirement program for certain fire personnel.

457 Supplemental Retirement Plan

Professional fire personnel can contribute additional (pre-tax) funds into their 457 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 Floating Holidays scheduled with their supervisor. The number of holidays approved by the council for professional fire personnel is four (4) 24 hour days.

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.

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> Years 1-10 \$200/Year Years 11-25 \$250/Year
	<u>2021</u>	<u>2021</u>			
2019	0	\$0.00	\$0.00	\$0.00	
2018	1	\$200.00	\$0.10	\$0.10	
2017	2	\$400.00	\$0.19	\$0.21	
2016	3	\$600.00	\$0.29	\$0.31	
2015	4	\$800.00	\$0.38	\$0.41	
2014	5	\$1,000.00	\$0.48	\$0.51	
2013	6	\$1,200.00	\$0.58	\$0.62	
2012	7	\$1,400.00	\$0.67	\$0.72	
2011	8	\$1,600.00	\$0.77	\$0.82	
2010	9	\$1,800.00	\$0.87	\$0.92	
2009	10	\$2,000.00	\$0.96	\$1.03	
2008	11	\$2,250.00	\$1.08	\$1.15	
2007	12	\$2,500.00	\$1.20	\$1.28	
2006	13	\$2,750.00	\$1.32	\$1.41	
2005	14	\$3,000.00	\$1.44	\$1.54	
2004	15	\$3,250.00	\$1.56	\$1.67	
2003	16	\$3,500.00	\$1.68	\$1.79	
2002	17	\$3,750.00	\$1.80	\$1.92	
2001	18	\$4,000.00	\$1.92	\$2.05	
2000	19	\$4,250.00	\$2.04	\$2.18	
1999	20	\$4,500.00	\$2.16	\$2.31	
1998	21	\$4,750.00	\$2.28	\$2.44	
1997	22	\$5,000.00	\$2.40	\$2.56	
1996	23	\$5,250.00	\$2.52	\$2.69	
1995	24	\$5,500.00	\$2.64	\$2.82	
1994 and Previous	25	\$5,750.00	\$2.76	\$2.95	

Schedule only applies to Police Department and Fire Department employees.

ORDINANCE NUMBER 20-__

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 "**LINDLEY RUN PUD DISTRICT AMENDMENT I**") 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 Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 18-17 (the "Lindley Run PUD Ordinance"), on November 12, 2018;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. ____-PUD-__**), requesting an amendment to the Lindley Run PUD Ordinance as it pertains to Area A as illustrated in **Exhibit A** attached hereto (Area A).

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 (**- vote**) 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 , 2020;

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 Lindley Run PUD Ordinance is hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, (ii) the provisions of the Lindley Run PUD Ordinance, 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 Lindley Run PUD Ordinance, as amended.

- 1.2 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All 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. **General Regulations.** The following standards for Area A included under Section 6.2 of the Lindley Run PUD Ordinance shall apply except as otherwise modified below:

Standard	Area A
Minimum Lot Area	6,700sqft
Minimum Lot Frontage	35’
Minimum Building Setback	
Front Yard	20’
Side Yard	5’
Rear Yard	20’
Minimum Lot Width	55’
Maximum Building Height	1 ½ Stories
Minimum Living Area (Total)	
Single Story	1,400sqft
1 ½ Story	1,500sqft

Section 3. **Development Standards.** The standards of Section 7.1 of the Lindley Run PUD Ordinance shall apply, except as modified below:

- A. Character Exhibit: The Character Exhibit, attached hereto as **Exhibit B**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in Area A of the District. It is not the intent to limit the architecture shown in the Character Exhibit, but to encourage a diversity in architecture of Dwellings within the District.
- B. Dwellings: All Dwellings in Area A shall be regulated as single story Dwellings when applying the standards of Article 6.3(C) of the UDO.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF
WESTFIELD, HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2020.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy L. Spoljaric

Cindy L. Spoljaric

Cindy L. Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE 20-**__ was delivered to the Mayor of Westfield

on the ____ day of _____, 2020, at _____ m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance __-10

this ____ day of _____,
2020.

J. Andrew Cook, Mayor

I hereby VETO Ordinance __-10

this ____ day of _____, 2020.

J. Andrew Cook, 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: Jon C. Dobosiewicz

This document prepared by: James E. Shinaver and Jon C. Dobosiewicz; Nelson & Frankenger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A District Map (Area A Location)

Exhibit B Character Exhibit (Area A)

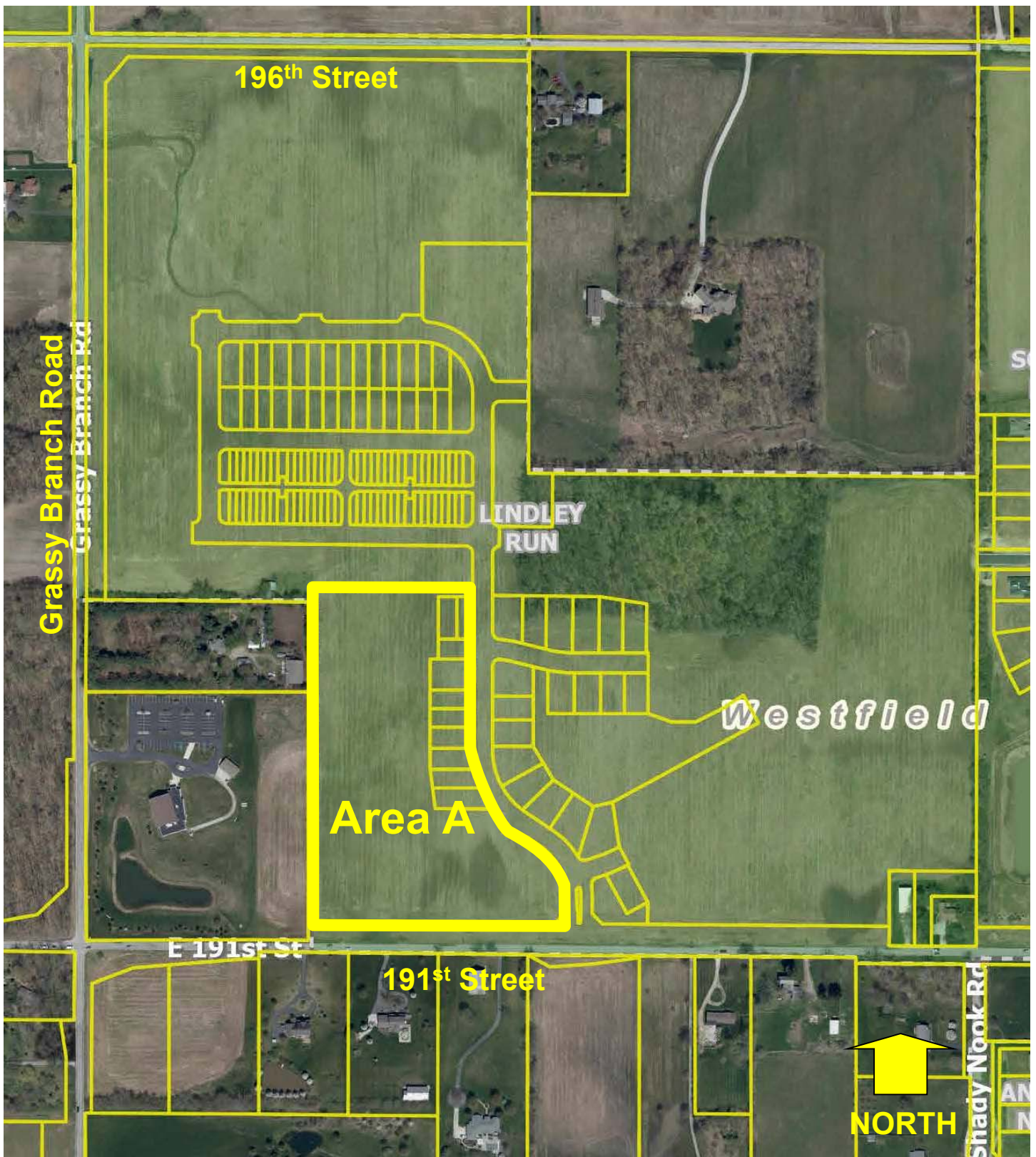
EXHIBIT A
Area A Location
(Page 1 of 1)



EXHIBIT B
CHARACTER EXHIBIT
(Page 1 of 1)

AREA A





Lindley Run (Area A)
Site Location Map / Aerial Photograph

Exhibit “E”

Lindley Run PUD Amendment I
Project Description

The Lindley Run Planned Unit Development District (the “Lindley Run PUD”) is a residential subdivision approved in November 2018 on real estate that is generally located north of and adjacent to 191st Street, east of and adjacent to Grassy Branch Road and south of and adjacent to 196th Street. The subject of this amendment request pertains exclusively to Area A of the Lindley Run PUD located along 191st Street as illustrated on Exhibit A which is included on the following page.

The applicant, Olthof Homes, LLC (“Olthof”) desires to add the option of finishing a limited amount of living area above the first floor of single-story homes resulting in a 1 ½ Story home. Currently the Lindley Run PUD permits only single-story homes in Area A therefore requiring Olthof to seek the proposed PUD Amendment. Exhibit B of the Lindley Run PUD Amendment I (see attached) illustrates the modest difference in home appearance between a single-story and 1 ½ story home. The homes on the left hand column are Single Story and the adjacent home image in the right hand column is of the same home with the added ½ story.

Approval of the proposed amendment would exclusively permit 1 ½ Story homes, as an option, where today only Single Story homes are permitted. All other applicable standards of the Lindley Run PUD remain in force and again, the amendment only pertains to Area A as shown on Exhibit A.

EXHIBIT A
Area A Location
(Page 1 of 1)



EXHIBIT B
CHARACTER EXHIBIT
(Page 1 of 1)

AREA A



Exhibit “E”

Bridgewater PUD Amendment 20 – Project Description

The “Bridgewater PUD Amendment 20” is a proposed amendment pertaining to a 1.39 acre parcel of real estate at 4750 Killarney Drive. The parcel is located along Gray Road in the Bridgewater Corporate Village identified as parcel 08-10-08-00-00-024.003 (the “Real Estate”) and illustrated on the attached exhibit. The current zoning of the Real Estate is Area Z of the Bridgewater PUD (Ordinance 06-49 as amended) and the parcel is vacant in use.

The applicant, Animal Eye Clinic, desires to develop a new clinic (“veterinary clinics and hospitals without animal boarding” per the Bridgewater PUD) on the Real Estate. Currently the zoning of the Real Estate would not allow for this use without PUD amendment approval by the City Council. Approval of the proposed amendment would only allow the proposed use and, as noted there is no overnight boarding, and all existing architectural and design standards of the Bridgewater PUD pertaining to the Bridgewater Corporate Village (Area Z) remain unchanged.

General Background:

By way of general background, Animal Eye Clinic (“AEC”) was opened in May, 2017, by Jordan and Rachel Davis. AEC is a specialized, veterinary clinic with a practice limited only to diseases and treatment of the eyes (ophthalmology) in dogs and cats. AEC is currently located in Bridgewater Marketplace between The Toros and Classic Cleaners. The Pancake House is also to the south in the same building. AEC is a professional environment and has had no complaints from neighbors regarding noise or animal waste. AEC has amicable relationships with co-tenants and has received positive verbal feedback regarding their mission and clients from co-tenants at their current location.

AEC’s hours of operation are Monday through Friday, 9am-5pm (except Thursday is 1-5pm). The clinic is closed Saturday and Sunday. Mondays, Wednesdays, and Thursdays are receiving/clinical days. Typically, 20-30 (or 8-10 on Thursdays) patients are examined throughout the course of the day. Tuesdays are surgery days, typically with 5-7 cases per day, and Fridays are a hybrid of surgeries in the morning through 1:00pm and receiving/clinical from 1-5pm. No animals are boarded overnight, and there is no outdoor holding area for the animals.

Emergency surgeries occasionally occur after hours on weekdays; however, these are triaged and performed immediately after receiving, and patient discharge is typically never after 6:30pm. In some cases, occasionally, staff may be present until 7:00pm on days that emergency surgeries are performed.

Patients stay with their owners and as such are not usually barking or vocal during their visit. Patients (and owners) are at the clinic for 30-45 minutes for eye examinations. Eye examinations consist of several lights from various equipment (e.g. indirect ophthalmoscope, slit lamp biomicroscope, macro photography, etc.) and gentle, manual restraint by a nurse.

Occasionally, some patients exhibit nervous, anxious or vocal behavior. In these cases, especially because eye examinations are performed with 10-15x magnification, various levels of sedation are utilized. Anxious patients are also given anti-anxiety medications prior to the

visit. As such, if vocalization or disruptive behavior is exhibited by patients, staff are trained to consult the owner and administer necessary medications for anxiety and pain.

For surgeries on Tuesdays and Fridays, upon arrival, patients have already received antianxiety medication at home and are prepared for surgery (IV catheter, injectable pain medication, etc.). Patients are discharged typically 1-2 hours after procedures and are sedated, but able to ambulate. Vocalization is possible during recovery, but is treated with medication to alleviate anxiety or dysphoria. Prolonged periods of vocalization or fractious behavior are viewed as detrimental to patient well-being and are not permitted.

The current staff consists of two registered veterinary technicians, one client liaison and a clinical assistant. AEC hopes to add a second ophthalmologist in the future with supporting medical staff.

RESOLUTION NO. 20-141

A RESOLUTION OF THE WESTFIELD COMMON COUNCIL APPROVING AN AMENDING DECLARATORY RESOLUTION AND PLAN OF THE REDEVELOPMENT COMMISSION AND ORDER OF THE WESTFIELD- WASHINGTON TOWNSHIP ADVISORY AREA PLAN COMMISSION

WHEREAS, the Westfield Redevelopment Commission (the “Redevelopment Commission”), the governing body for the City of Westfield Redevelopment Department (the “Department”) under Indiana Code 36-7-14, as amended (the “Act”), previously adopted, confirmed and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding the Wheeler Landing Economic Development Area (the “Economic Development Area”), designating the entire Economic Development Area as an allocation area in accordance with Section 39 of the Act (the “Allocation Area”), and approving an economic development plan for the Area (the “Plan”), pursuant to the Act;

WHEREAS, on October 19, 2020, the Redevelopment Commission approved and adopted Resolution No. 12-2020 (the “Amending Declaratory Resolution”) which further amended the Declaratory Resolution and Plan to (i) add the construction of approximately 214 luxury apartments on six acres, in or physically connected to the Allocation Area, and (ii) increase the cost estimate of the Public Improvements (as defined in the Plan) (collectively, (i) and (ii), the “2020 Plan Amendments”);

WHEREAS, the Act requires approval by the Westfield-Washington Township Advisory Plan Commission (the “Plan Commission”) of the Amending Declaratory Resolution and the 2020 Plan Amendments;

WHEREAS, on November 4, 2020, the Plan Commission issued its order approving the Amending Declaratory Resolution and the 2020 Plan Amendments (the “Order”) following the adoption of the Amending Declaratory Resolution and the 2020 Plan Amendments by the Redevelopment Commission on October 19, 2020; and

WHEREAS, the Act requires the Common Council of the City to approve the Amending Declaratory Resolution, the 2020 Plan Amendments and the Order of the Plan Commission;

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

Section 1. The Order of the Plan Commission approving the Amending Declaratory Resolution and the 2020 Plan Amendments is in all respects hereby approved by the Common Council.

Section 2. The Amending Declaratory Resolution and the 2020 Plan Amendments are in all respects hereby approved by the Common Council. The Clerk is hereby directed to file a copy of the Amending Declaratory Resolution, the 2020 Plan Amendments and the order of the Plan Commission with the permanent minutes of this meeting.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor.

ADOPTED AND PASSED THIS 9TH DAY OF NOVEMBER, 2020, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis
_____ Jake Gilbert	_____ Jake Gilbert	_____ Jake Gilbert
_____ Joe Edwards	_____ Joe Edwards	_____ Joe Edwards
_____ Scott Frei	_____ Scott Frei	_____ Scott Frei
_____ Mike Johns	_____ Mike Johns	_____ Mike Johns
_____ Troy Patton	_____ Troy Patton	_____ Troy Patton
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that RESOLUTION 20-141 was delivered to the Mayor of Westfield on the ____ day of _____, 2020, at ____:____ __.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-141
this ____ day of _____, 2020
at ____:____ __.m.

I hereby VETO Resolution 20-141
this ____ day of _____, 2020
at ____:____ __.m.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ORDINANCE NUMBER 20-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 (to be known as the **MOON COMMERCIAL PUD DISTRICT**) to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "Unified Development Ordinance"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

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

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 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 _____ 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 _____ 2020;

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

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

Section 1. Applicability of Ordinance.

- 1.1 The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the **"Moon Commercial 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 (the "UDO"), 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 UDO.
- 1.4 All provisions and representations of the UDO 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 UDO.

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 OI: Open Industrial District (the “Underlying Zoning District”).

Section 5. Permitted Uses.

5.1 Permitted Uses: Concrete Batch plant and accessory concrete batch plant uses permitted within the District.

5.2 Prohibited Uses: All uses except for Concrete Batch plant and accessory concrete uses are explicitly prohibited within the District:

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 Real Estate, except as otherwise modified below.

6.1 Minimum Lot Frontage: 50 feet (SR 32)

6.2 Minimum Building Setback Lines:

A. Side Yard: 50 feet

B. Rear Yard: 50 feet

C. Front Yard Setback(s):
 i. (SR 32): 150 feet
 ii. (Eagletown Rd): 100 feet

D. Maximum Building Height: 60 feet

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

7.1 Accessory Use and Building Standards (Article 6.1 of UDO): Shall apply; except as modified below.

- A. Accessory Building Timing (Article 6.1(D) of UDO): Shall apply; however, an Accessory Building may be constructed commensurately with the construction of the Principal Building
- B. Accessory Building Location (Article 6.1(D) of UDO): Shall apply; however, an Accessory Building may be located in a location other than a rear yard so long as it is screened appropriately from State Road 32 and Eagletown Road, and it shall be located outside of all easements.

7.2 Architectural Standards (Article 6.3 of UDO): Shall apply; except as otherwise modified below.

- A. Character Exhibit: The “Character Exhibit”, attached hereto as **Exhibit C**, is hereby incorporated as a compilation of images designed to capture the intended quality of structures to be constructed on the Real Estate. Although the Character Exhibit does not necessarily represent the final design, it does hereby establish a benchmark for the variation, quality and appearance of Buildings permitted to be constructed and that contribute to the District’s intent and vision. The Department shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance. The Department’s decision may be appealed to the Plan Commission.
- B. Mechanical Screening (Article 6.3(G)(1) of UDO): The ground mechanicals shall be screened and landscaped by the berm and landscape planting that are included as a part of the landscape plan.
- C. Building Facades (Article 6.3(G)(2) of UDO): The building shall be a pre-engineered steel building with a metal façade and be one uniform color.

7.3 Landscaping Standards (Article 6.8): Shall apply, except as modified below.

- A. General Landscaping Design Standards (Article 6.8(G)): Shall apply, except that the placement of the Mounds and subsequent Vision Clearance Standards shall be modified to allow for Mounds to be placed adjacent to the property line or Right of Way in a fashion that will obstruct views of the District from outside the District, but not impact the safety of vehicular traffic and/or pedestrians.
- B. General Screening Standards (Article 6.8(H)): Shall not apply; rather, the entire site shall be screened by the installation of mounds and landscaping that will appropriately and within reason screen the building, mechanical units and/or service and loading areas from the adjoining properties.
- C. Foundation Planting (Article 6.8(L)): Shall not apply.

D. Parking Area Landscaping (Article 6.8(O): Shall not apply.

7.4 Parking Standards (Article 6.14 of UDO): Shall apply, except as modified below:

A. Surfacing and Curbs (Article 6.14(G)(7) of UDO): The parking area shall be improved with a compacted gravel or stone base and the perimeter of the Parking Area must be designed in a fashion to adequately handle stormwater collection, conveyance, detention and treatment system, in accordance with the approval of the City Engineer and/or Public Works Department.

B. Bicycle Parking (Article 6.14(H) of UDO): Shall not apply.

Section 8. Design Standards. The standards of Chapter 8 Design Standards of the UDO shall apply to the development of the Real Estate, except as otherwise modified below.

8.1 Open Space and Amenity Standards (Article 8.6 of UDO): Shall not apply.

8.2 Pedestrian Network Standards (Article 8.7 of UDO): No pedestrian Sidewalks currently exist along State Road 32, Washington Street or Eagletown Road, and due to the commercial nature of the District no pedestrian facilities shall be required along the road frontage or on any internal roadways.

8.3 Street and Right-of-Way Standards (Article 8.9 of UDO): The District shall comply with the requirements of the Thoroughfare Plan unless otherwise agreed to by the Department of Public Works. The District shall be accessed from State Road 32 and Washington Street only.

Section 9. Processes & Permits. The standards of Chapter 10 Processes & Permits of the UDO shall apply, except as otherwise modified below.

9.1 Subdivision (Article 10.12 of UDO): The subdividing of the Real Estate in accordance with the Concept Plan shall be a Minor Subdivision.

[Remainder of page intentionally left blank; signature page follows.]

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____, 2020.
WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

 Scott Willis

 Scott Willis

 Scott Willis

 Jake Gilbert

 Jake Gilbert

 Jake Gilbert

 James J. Edwards

 James J. Edwards

 James J. Edwards

 Scott Frei

 Scott Frei

 Scott Frei

 Mike Johns

 Mike Johns

 Mike Johns

 Cindy L. Spoljaric

 Cindy L. Spoljaric

 Cindy L. Spoljaric

 Troy Patton

 Troy Patton

 Troy Patton

ATTEST:

 Cindy Gossard, Clerk Treasurer

I hereby certify that **ORDINANCE 20-XX** was delivered to the Mayor of Westfield on the
 _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE 20-XX**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE 20-XX**

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

This document prepared by: Andrew S. Greenwood/Patrick Chittenden
Patch Development LLC
400 Alpha Drive, Westfield, IN 46074

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

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

Exhibit B Concept Plan

Exhibit C Character Exhibit

EXHIBIT A

REAL ESTATE

Part of the Northwest Quarter of Section Four (4), Township Eighteen (18) North, Range Three (3) East, Hamilton County, Indiana, described as follows, to-wit: Begin 40 feet South and 8 rods and 16 feet East of the Southwest corner of Lot Numbered 32 in Wallers Addition to Eagletown, Hamilton County, Indiana; run thence East 29 rods 14 ½ feet; thence South 29 rods 14 feet; thence West 29 rods 14 ½ feet; thence North 29 rods 14 feet to the place of beginning.

The above described real estate contains all of Thomas Gilpin's Addition to Eagletown, Hamilton County, Indiana, EXCEPT: Lots Numbered 1, 2, 3, 4, 5 and 6.

ALSO,

Part of the Northwest Quarter of Section Four (4), Township Eighteen (18) North, Range Three (3) East, Hamilton County, Indiana, described as follows: Begin 8 rods 15 feet South of the Northeast corner of said tract and run South 39 rods 2 ½ feet to the railroad; thence West 20 rods; thence North 39 rods 2 ½ feet to Democrat Alley in Eagletown, Hamilton County, Indiana; thence East 20 rods to the place of beginning, said above description including Lots Numbered Twenty-two (22), Twenty-three (23), Twenty-four (24) and Twenty-five (25) in Eagletown and also Lots Numbered Seventeen (17) and Twenty-six (26) in Eagletown, Hamilton County, Indiana.

ALSO, the North one-half of the abandoned Penn Central Railroad Corridor that lies south of and adjoining the south line of the lands described above, as evidenced by Order of Declaratory Judgment For Hamilton County dated October 25, 2004 in Boone Circuit Court Cause 06C01-9912-CP-500 and recorded November 5, 2004, as Instrument No. 200400075767, in the Office of the Recorder of Hamilton County, Indiana.

ALSO,

Lot Numbered Twenty-nine (29) in the Town of Eagletown, the same being also known as Lot Numbered Twenty-nine (29) in Wallers Addition in the Town of Eagletown, Hamilton County, Indiana.

ALSO,

Lots Numbered Twenty-eight (28) and Twenty-seven (27) in Eagletown, Indiana, the same being a part of the Northwest Quarter of Section Four (4), Township Eighteen (18) North, Range Three (3) East, Hamilton County, Indiana.

EXHIBIT B

CONCEPT PLAN



OVERALL SITE PLAN



October 22, 2020

Sight Exhibit Plan and Perspective Views Eagletown

EXHIBIT C

CHARACTER PLAN



VIEW FROM STATE ROAD 32

Sight Exhibit
Plan and Perspective Views
Eagletown

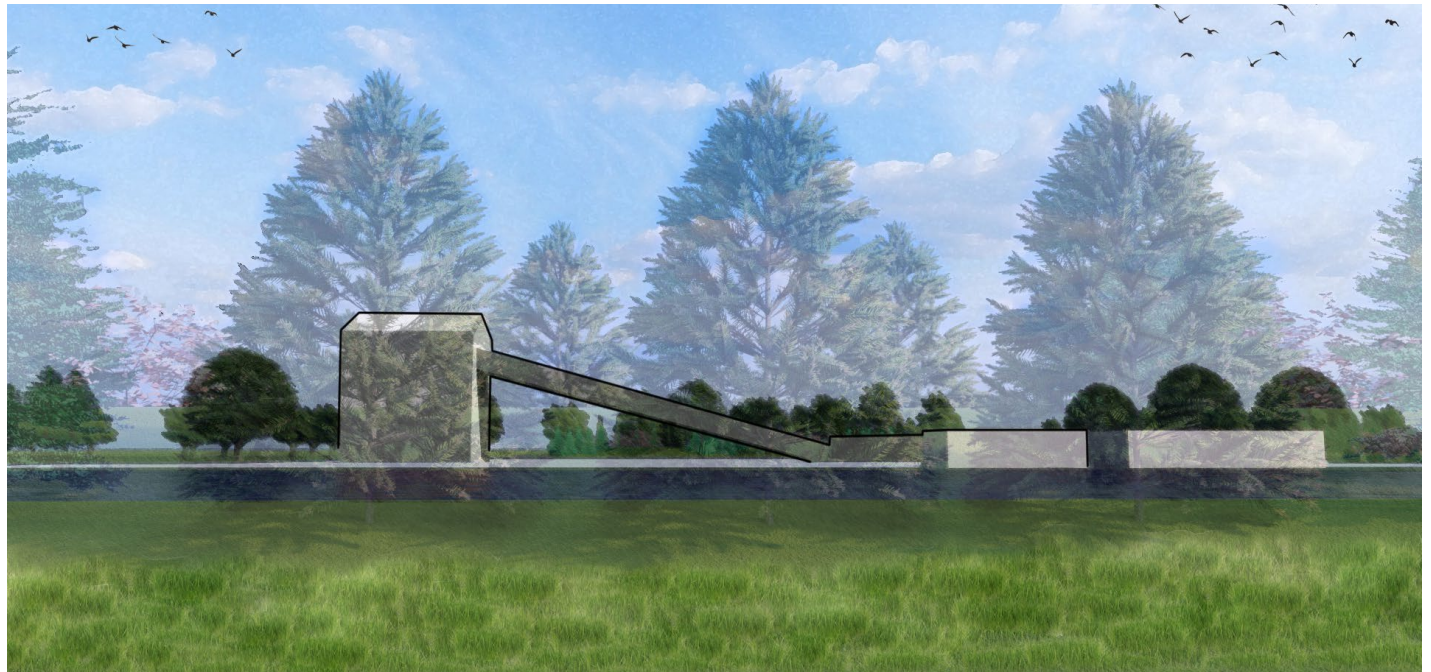
October 22, 2020



VIEW FROM WASHINGTON STREET

Sight Exhibit
Plan and Perspective Views
Eagletown

October 22, 2020



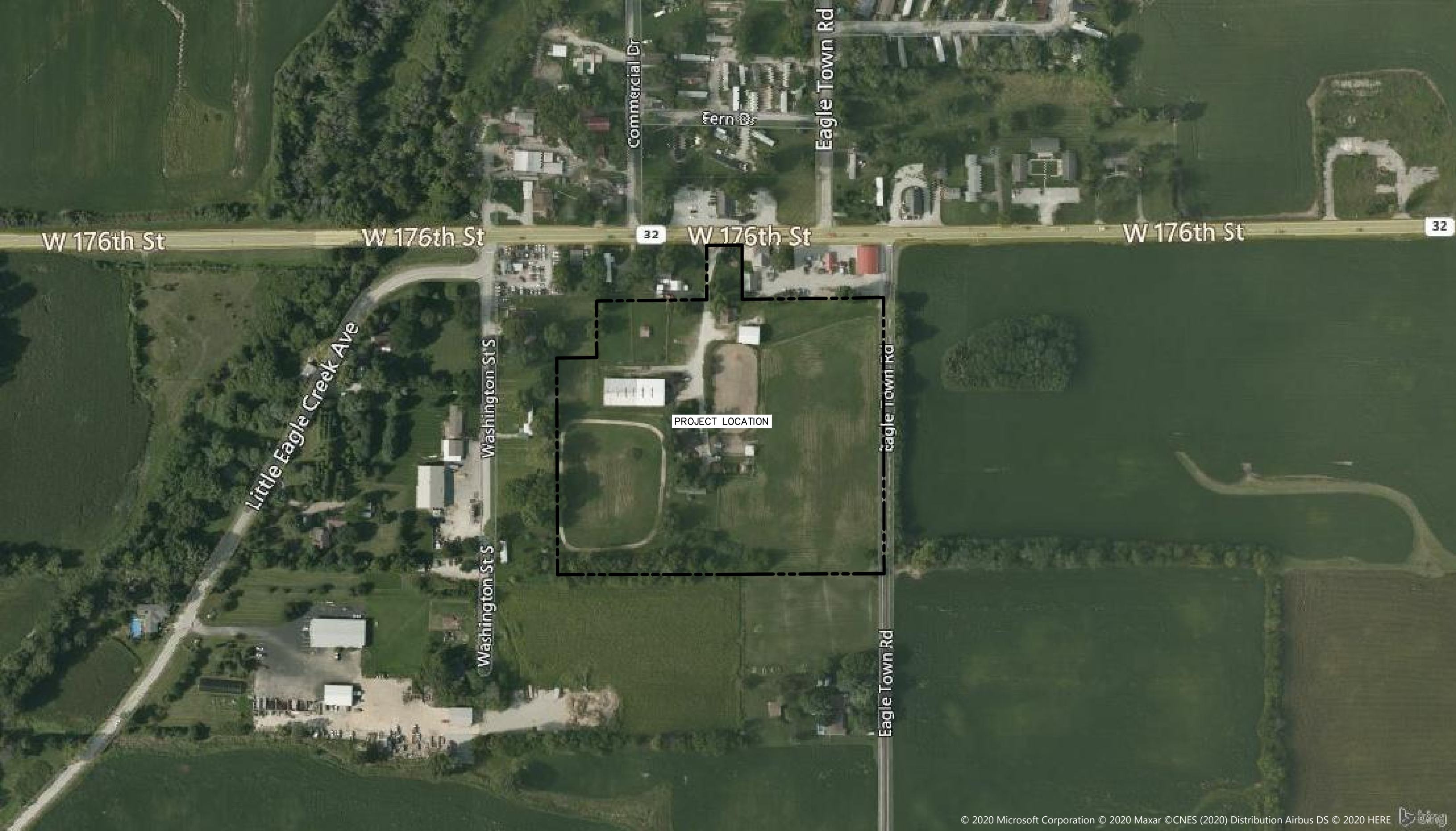
PROPOSED BERM AND LANDSCAPING IS DESIGNED TO SCREEN ANY OFF-SITE VIEWS ONTO THE PROPOSED SITE. MATURE PLANTINGS SHOWN

VIEW FROM EAGLETOWN ROAD

Sight Exhibit

Plan and Perspective Views
Eagletown

October 22, 2020



© 2020 Microsoft Corporation © 2020 Maxar © CNES (2020) Distribution Airbus DS © 2020 HERE

0' 50' 100'
SCALE: 1" = 100'
October 30, 2020



Site Exhibit

Vicinity Map
Moon Commercial PUD
1181 W State Road 32, Westfield, IN 46074



FORM OF
TRUST INDENTURE
BETWEEN
CITY OF WESTFIELD, INDIANA

AND

_____,
As Trustee

[\$8,800,000]
City of Westfield, Indiana
Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A
(Wheeler Landing Project)

Dated as of _____ 1, 20__

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of _____ 1, 20__ (the "Indenture") by and between the CITY OF WESTFIELD, INDIANA (the "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana, and _____, a national banking association duly organized under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out, having a corporate trust office in _____, _____, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, Indiana Code 36-7-11.9 and -12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the City to issue revenue bonds and to use the proceeds therefrom for the purpose of financing and refinancing the cost of acquisition, construction, installation and equipping of economic development facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the City has induced Wheeler Landing I, LLC, and Indiana limited liability company, organized, existing and authorized to do business under the laws of the State of Indiana ("Developer"), to proceed with the Project (as defined herein) in the jurisdiction of the City by offering to issue its Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project) in the aggregate principal amount of [Eight Million Eight Hundred Thousand Dollars (\$8,800,000)] (the "Series 20__A Bonds"), pursuant to this Indenture and to provide a portion of the proceeds thereof to Wheeler pursuant to the Financing Agreement of even date herewith (the "Financing Agreement") for the purpose of paying or reimbursing the Improvement Costs (as defined herein) including capitalized interest, if any, and costs of issuance of the Series 20__A Bonds; and

WHEREAS, after giving notice in accordance with the Act, the Economic Development Commission of the City held a public hearing on _____, 20__ with regard to the proposed Project and the financing thereof and, on _____, 20__, adopted a resolution finding that the proposed Project and the financing thereof will (i) create or retain employment opportunities in and near the City; (ii) benefit the health and general welfare of the citizens of the City and the State of Indiana; and (iii) comply with the purposes and provisions of the Act; and

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

WHEREAS, the Financing Agreement provides for the use of the proceeds of the Bonds by Wheeler to complete the Project; and

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

WHEREAS, Indiana Code 36-7-14 provides that the redevelopment commission of the City may pledge certain incremental property taxes, in whole or in part, amounts due on the Bonds; and

WHEREAS, the Redevelopment Commission of the City (the “Redevelopment Commission”) has, by resolution, irrevocably dedicated and pledged Tax Increment (as hereinafter defined) for the repayment of the Bonds [and Taxpayer Payments], and the City has provided for the payment of debt service from available RIF related to the Project; and

WHEREAS, the Bonds and the Trustee’s certificate of authentication to be endorsed thereon are all to be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT
TAX INCREMENT REVENUE BONDS, SERIES 20__A
(WHEELER LANDING PROJECT)

No. _____

Interest Rate

Maturity Date

Dated Date

Authentication Date

Registered Owner: [WHEELER LANDING I, LLC]

Principal Amount: _____ DOLLARS (\$_____)

The City of Westfield, Indiana (the “City”), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments of Pledged Tax Increment [,Taxpayer Payments] and RIF hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above on the Maturity Date or such lesser amount as has been advanced and remains unpaid on the Maturity Date specified above, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof in like money, but solely from said payments, at the Interest Rate specified above per annum commencing on [February] [August]____1, 20__, and on each February 1 and July 1 thereafter (each an “Interest Payment Date”) until the Principal Amount is paid in full. Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof (the “Interest Date”), except that: (i) if this Bond is authenticated on or prior to [January] [July] 15, 20__, the Interest Date shall be the Original Date specified above; (ii) if this Bond is authenticated on or after the fifteenth day immediately preceding an Interest Payment Date (the “Record Date”), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The proceeds of this Bond may be advanced from time to time at the request of the Developer (as herein defined). As advances are made, the unpaid principal amount of this Bond

shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit A hereto. The principal amounts advanced shall be evidenced by the execution by Developer of a Disbursement Request in form and substance satisfactory to the Registered Owner.

The principal of this Bond is payable in such coin or currency which, on the dates of payment, is legal tender for the payment of debts due the United States of America, at the principal corporate trust office of _____, as trustee (the "Trustee") in the City of _____, _____. The interest is payable by check or draft drawn on the Trustee and mailed to the Registered Owner hereof. Upon the written request of a Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds of this issue delivered to the Trustee at least 30 days prior to an interest payment date, all payments of principal of and interest on such Bonds shall be paid by wire transfer in immediately available funds to an account designated by such Registered Owner in its request, which request shall remain in effect until revoked. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding Business Day. The Trustee shall wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City Time), so long as sufficient funds have been collected and are on deposit with the Trustee in a timely manner for such purpose.

This Bond is [the only] one of a series of Bonds issued under the Trust Indenture (the "Indenture"), dated as of _____ 1, 20____, between the City and the Trustee, designated City of Westfield, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project), dated _____, 20__ and issued in the aggregate principal amount of _____ Dollars (\$_____) (the "Bonds"). The Bonds are being issued for the purpose of providing funds to Wheeler Landing I, LLC ("Developer"), to finance construction of certain roads, road extensions, traffic signals and signal improvements, storm water infrastructure, together with all necessary appurtenances, related improvements and equipment, capitalized interest, if any, and costs of issuance of the proposed financing (the "Public Improvements Project") in the Wheeler Landing Economic Development Area (the "Area"). Proceeds of the Bonds will be provided to Developer pursuant to a Financing Agreement dated as of _____ 1, 20____ (the "Financing Agreement") between the Developer and the City which prescribes the terms and conditions under which the Developer shall use proceeds of the Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS BOND AND ACKNOWLEDGES THAT:

1. It is an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended ("1933 Act")), purchasing bonds for its own account or for the account of another such institutional "accredited investor", and it is acquiring the Bonds for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the 1933 Act. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of its investment in the

Bonds and invest in or purchase securities similar to the Bonds in the normal course of its business, and it, and any investor accounts for which it is acting are able to bear the economic risk of their or its investment for an indefinite period of time. It confirms that neither the Issuer nor any person acting on its behalf has offered to sell the Bonds by, and that it has not been made aware of the offering of the Bonds by, any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or a broadcast over television or radio.

2. It is familiar with the City; it has received such information concerning the City, the Bonds, the Pledged Tax Increment (as defined in the Indenture), the RIF [and Taxpayer Payments (as defined in the Indenture)] as it deems to be necessary in connection with investment in the Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the City concerning the terms and conditions of the Bonds, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the City possess such information or can acquire it without unreasonable effort or expense. It is not relying on Krieg DeVault LLP or O.W. Krohn LLP for information concerning the financial status of the City or the ability of the City to honor their respective financial obligations or other covenants under the Bonds, the Indenture or the Financing Agreement. It understands that the projection of Pledged Tax Increment prepared in connection with the issuance of the Bonds has been based on estimates of the investment in real property provided by the Developer.

3. It is acquiring the Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Bonds to an entity that is not an accredited investor without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

4. It understands that the Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold to an entity that is not an accredited investor without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Bonds to an entity that is not an accredited investor only if the Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a certificate stating that it reasonably believes that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Bonds.

5. It understands that the sale or transfer of the Bonds in principal amounts less than \$100,000 to an entity that is not an accredited investor is prohibited other than through a primary

offering.

6. It has investigated the security for the Bonds, including the availability of Pledged Tax Increment [, Taxpayer Payments] and RIF to its satisfaction, and it understands that the Bonds are payable solely from available Pledged Tax Increment [, Taxpayer Payments] and RIF. It also understands that the Issuer's collection of the Pledged Tax Increment may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property. The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that the City does not have the power or the authority to levy a tax to pay the principal of or interest on the Bonds.

7. It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

8. It understands that interest on the Bonds is taxable for federal income tax purposes.

9. It understands that the City has no continuing disclosure obligations on the Bonds.

The Bonds are issued under and entitled to the security of the Indenture, duly executed and delivered by the City to the Trustee, pursuant to which Indenture the Pledged Tax Increment[, Taxpayer Payments] and RIF and all rights of the City under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the City to the Trustee as security for the Bonds. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code 36-7-11.9 and -12 (the "Act"), and by appropriate action duly taken by the City which authorizes the execution and delivery of the Indenture. The Bonds have been issued in conformity with the provisions, restrictions and limitations of the Act.

Reference is made to the Indenture and to all indentures supplemental thereto for a description and extent of the security, the rights, duties and obligations of the City and the Trustee, the rights of the owner of this Bond, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

Pursuant to its Resolution No. ____, the Westfield Redevelopment Commission (the "Redevelopment Commission"), has irrevocably pledged to the payment of the Bonds the Pledged Tax Increment from the Wheeler Landing Allocation Area as established by the Redevelopment Commission and more particularly described in the Indenture [and the Taxpayer

Payments], and City has authorized available RIF received in connection with the Project to be applied to the payment of Improvement Costs and the redemption of principal of the Bonds.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor. The Trustee shall not be required to transfer or exchange this Bond after the mailing of notice calling this Bond for redemption has been made, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

The City and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. The Bonds are issuable in the denominations of \$100,000 and [\$1,000] [\$5,000] integral multiples thereafter as fully registered Bonds. The Bonds may not be registered to bearer. Subject to the limitations and upon payment of the charges provided in the Indenture, the Bonds may be exchanged for a like aggregate principal amount of registered Bonds of the same maturity of authorized denominations.

[If funds are on deposit in the Bond Fund pursuant to Section 5.01 of the Indenture, the Bonds shall be subject to redemption prior to maturity on any date, upon 15 days' notice, in whole or in part (if in part, in the order of maturities directed by the City), upon direction to that effect by the City, at one hundred percent (100%) of the principal amount thereof, without any premium, plus accrued interest to the date of redemption.]

[The Bonds are subject to mandatory redemption prior to maturity from any excess Pledged Tax Increment pursuant to Section 4.04 of the Indenture, in inverse order of maturity, on any interest payment date, in whole or in part, at one hundred percent (100%) of the principal amount thereof, without any premium, plus accrued interest to the date of redemption.]

[The Bonds maturing on ____, 20__ subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:]

20__ Term Bond

<u>Date</u>	<u>Amount</u>
-------------	---------------

*Final Maturity]

In the case of redemption of Bonds, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds to be redeemed, shall be given by mailing a copy of the redemption notice by first-class mail not less than 15 days nor more than 30 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by

mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other bonds. The redemption notice shall be a written and dated notice from the Trustee that (a) identifies the Bonds to be redeemed by the name of the issue (including the name of the City and the series designation), CUSIP number, if any, date of issue, interest rate, maturity date and any other descriptive information the Trustee deems desirable to identify accurately the Bonds to be redeemed and, if only a portion of the Bonds will be redeemed, the certificate numbers and the principal amount of those Bonds to be redeemed, (b) identifies the date on which the notice is published and the date on which the Bonds will be redeemed, (c) states the price at which the Bonds will be redeemed, (d) states that interest on the Bonds or the portions of them called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the Bonds will be made on the redemption date at the principal corporate trust office of the Trustee during normal business hours upon the surrender of the Bonds to be redeemed in whole or in part and (f) identifies by name and telephone number a representative of the Trustee who may be contacted for more information. On and after the redemption date specified in the aforementioned notices, such Bonds, or portions thereof, thus called (provided funds for their redemption are on deposit at the place of payment) shall not bear interest, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture, and the Registered Owners thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

In the event of a partial redemption of any single Bond, there shall be no cost or charge to the Registered Owner for the transfer or exchange of a new Bond for the unredeemed portion.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the City, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the trust estate consisting of the funds and accounts held under the Indenture, and the Pledged Tax Increment, RIF [and Taxpayer Payments] pledged and assigned for their payment in accordance with the Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the City, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The City has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Westfield Economic Development Commission, the Redevelopment Commission, the City or of any member, director, officer, agent, attorney or employee of the Westfield Economic Development Commission, the Redevelopment Commission or the City in his or her

individual capacity, and neither the Westfield Economic Development Commission, the Redevelopment Commission, the City nor any member, director, officer, agent, attorney or employee of the Westfield Economic Development Commission, the Redevelopment Commission, or the City executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Bonds issuable under the Indenture and then outstanding may become or be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The City's obligation to pay Pledged Tax Increment shall not be subject to acceleration.

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

This Bond shall not be a valid obligation until authenticated by the Trustee, or its successor in trust, by execution of the Trustee's Certificate endorsed hereon.

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Bond to be executed in the name of the City and on its behalf by the manual or facsimile signature of the Mayor of the City, and the corporation seal (or a facsimile thereof) of the City to be hereunto attached and attested by the manual or facsimile signature of the Clerk of the City, as of the Dated Date set forth above.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

ATTEST:

Cindy Gossard, Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

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

_____,
as Trustee

By: _____
Authorized Representative

The following abbreviations, when used in the inscription of the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM
JT TEN

as tenants in common
as joint tenants with right of survivorship and not as
tenants in common

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

under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please insert social security or
other identifying number of assignee)

(please print or typewrite name and address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints, Attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

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

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

Exhibit A

Maturity Schedule

<u>Date</u>	<u>Amount</u>
-------------	---------------

Exhibit B

SCHEDULE OF ADVANCES OF CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 20__A (WHEELER LANDING PROJECT)

<u>Date</u>	<u>Amount Advanced</u>	<u>Amount of Payment</u>	<u>Outstanding Balance</u>	<u>Acknowledgment of City</u>	<u>Acknowledgment of Trustee</u>
-------------	----------------------------	------------------------------	--------------------------------	-----------------------------------	--------------------------------------

(End of Bond Form)

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

GRANTING CLAUSES

DIVISION I

All right, title and interest of the City in and to the Pledged Tax Increment (such pledge of Pledged Tax Increment to be effective as set forth in Indiana Code 5-1-14-4 and Indiana Code 36-7-14-39 without the filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserve to the City), RIF [and Taxpayer Payments] deposited with the Trustee hereunder;

DIVISION II

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except moneys or Government Obligations deposited with the Trustee pursuant to Section 11.01 hereof) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned, or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with their written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

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

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

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.01 Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent: “Act” means, collectively, Indiana Code 36-7-11.9 and -12, as supplemented and amended.

“Affiliate” means an entity which directly or indirectly controls, is controlled by or is under common control with, Developer. For purposes of this provision, “control” (including the terms “controls”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Allocation Area” means the Wheeler Landing Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Series 20__B Bonds or the Project.

“Authorized Representative” means (i) with respect to the City, the Mayor, the Clerk-Treasurer of the City or a designated representative or official of the Redevelopment Commission (or such other officer of the City as the City shall notify Developer and the Trustee in writing as being an Authorized Representative, with evidence of such authority); and (ii) with respect to Developer, _____ (or such other officer as Developer shall notify the City and the Trustee in writing as being an Authorized Representative, with evidence of such authority).

“Bond Fund” means the Bond Fund established by Section 4.02 of this Indenture.

“Bond Issuance Costs” means namely the costs, fees and expenses incurred or to be incurred in connection with the issuance and delivery of the Bonds, including financial, legal, publication costs, filing and recording fees, preparing and printing the Bonds and the documentation supporting the issuance of the Bonds, costs of reproducing documents, and any other costs of a similar nature reasonably incurred.

“Bond Ordinance” means Ordinance No. ____ adopted by the Common Council of the City on ____, 20__, authorizing and approving the issuance and sale of the Bonds, and approving the Financing Agreement, this Indenture and related matters.

“Bond Purchaser” means [Wheeler Landing I, LLC].

“Bonds” means the City’s Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project) dated as of ____, 20__ in the aggregate principal amount of \$_____.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York or the city in which the designated corporate trust office of the Trustee is required or authorized by law to be closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System is not operational.

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

“Developer” means Wheeler Landing I, LLC, and its successors and assigns under the Financing Agreement.

“Development Agreement” means the Economic Development Agreement, dated as of _____, 20__, between Developer, the City and the Redevelopment Commission, and all amendments and supplements thereto.

“Developer Parties” means, with respect to the Project or any portion thereof, the Financing Agreement or this Indenture: (a)(i) the Affiliates, (ii) developers working under contract with Developer or any Affiliate; (iii) joint owners of the Project or any portion thereof, (iv) joint (or other) ventures with Developer or any Affiliate, (v) lessees of property in the Allocation Area from Developer or any Affiliate, (vi) lessors of property in the Allocation Area to Developer or any Affiliate, and (vii) trusts (business or other) established with or for the benefit of Developer or any Affiliate of the Project or any portion thereof, and (b) their successors and assigns.

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

“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“Event of Default” means those events of default specified in and defined by Section 7.01 hereof.

“Financing Agreement” means the Financing Agreement, dated as of _____ 1, 20__, between Developer and the City, and all amendments and supplements thereto.

“Improvement Costs” shall have the meaning assigned in the Development Agreement.

“Indenture” means this Trust Indenture dated as of _____ 1, 20__, between the City and the Trustee, and all amendments and supplements thereto.

“Redevelopment Commission” means the Westfield Redevelopment Commission, the governing body of the redevelopment district of the City.

“Outstanding” or “Series 20__A Bonds outstanding” means all Series 20__A Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

- (a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash or investments shall have been theretofore deposited with the Trustee pursuant to Section 11.01 hereof; and
- (c) Bonds in lieu of which others have been authenticated under Sections 2.08 or 2.09 hereof.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, pledging the Pledged Tax Increment to the payment of the Bonds.

“Pledged Tax Increment” means all Tax Increment received by the Redevelopment Commission, less Annual Fees, pledged to the City for payment of the Series 20__A Bonds pursuant to a resolution adopted on _____, 20__ [and an amount of Tax Increment in excess thereof for which the Redevelopment Commission makes an annual determination in January of each year to be used to redeem the Series 20__A Bonds prior to redemption].

“Project Fund” means the Project Fund for the Bonds established in Section 4.03 of this Indenture.

“Project” means the Public Improvement as defined in the Development Agreement.

“Qualified Investments” means (i) securities backed by the full faith and credit of the United States Treasury or fully guaranteed by, the United States government and issued by any of the following: (A) The United States Treasury, (B) A federal agency, (C) A federal instrumentality, (D) A federal government sponsored enterprise; (ii) securities fully guaranteed and issued by any of the following: (A) A federal agency, (B) A federal instrumentality, (C) federal government sponsored enterprise; (iii) municipal securities issued by an Indiana local governmental entity, a quasi-governmental entity related to the state, or a unit of government, municipal corporation, or special taxing district in Indiana, if the Issuer has not defaulted on any of the Issuer’s obligations within the twenty (20) years preceding the date of the purchase, A security purchased by the treasurer of state under this subdivision must have a stated final maturity of not more than ten (10) years after the date of purchase; (iv) money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody’s; and (iv) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Issuer, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates.

“RIF” shall have the meaning assigned under the Development Agreement.

“Record Date” means the fifteenth day of the month preceding any principal or interest date.

“Series 20__A Bonds” means the City of Westfield, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project), in the aggregate principal amount not to exceed \$8,800,000 dated _____, 20____, and any other bonds issued under the Indenture.

[“Series 20__B Bonds” means the Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series B, dated _____, 20__ in the aggregate principal amount of \$_____.]

“State” means the State of Indiana.

[“Subordinate Bonds” means [bonds issued under Section 2.0 and, initially, means] the Series 20__B Bonds.]

[“Taxpayer Agreement” means that certain Taxpayer Agreement executed by the City, the Redevelopment Commission and [J.C. Hart Company and/or one or more affiliates or designees thereof], dated as of _____, 20____.]

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 20__A Bonds.

[“Taxpayer Payments” means the payments received under the Taxpayer Agreement and deposited in the Allocation Fund during the term the Series 20__A Bonds are outstanding.]

“Trustee” means _____, and any successor trustee or co-trustee.

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

Section 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.
- (b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed and as it may be from time to time supplemented or amended pursuant to the applicable provisions hereof. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

- (c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as applied to governmental entities.
- (e) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.
- (f) The terms “Funds” and “Accounts” shall refer to Funds and Accounts established hereunder.

Section 1.03 Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture.

Exhibit A.	Bond Issuance Costs
Exhibit B.	Disbursement Request Form

(End of Article 1)

ARTICLE II.

THE BONDS

Section 2.01 Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.09 hereof) that may be issued is hereby expressly limited to \$8,800,000. [Additional Bonds may be issued as provided in Section 2.08 hereof.] Issuance of Bonds. The Bonds shall be designated “City of Westfield, Indiana, Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project).” The Bonds shall be issuable as fully registered Bonds in the denominations of \$100,000 and any [\$1,000] [\$5,000] integral multiple thereafter. Unless the City shall otherwise direct, the Bonds shall be lettered and numbered R-1 and upward (with such further designation to indicate the year in which issued and series). The Bonds shall bear interest on the balance drawn from the date of each draw paid to the owners of such Bonds determined as of the close of business of the Record Date preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that to the extent that there shall be a default in the payment of interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (as defined herein) next preceding the date of payment of such defaulted interest. Payment of interest to the holders of all Bonds shall be by check mailed to such holder of the Bonds on each Interest Payment Date or by wire transfer as provided in Section 2.03 hereof. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve thirty (30) day months. The interest on the Bonds shall be payable on each February 1 and August 1, commencing [February] [August] 1, 20__.

So long as the Bonds are held by the Bond Purchaser, no presentation of the Bonds, is required for such payments to be made to the Bond Purchase, except upon final payment, the Bonds shall be returned to the Paying Agent for final payment and destruction.

The Bonds shall mature on February 1 and August 1 in the amounts and at the interest rates as follows:

[Date	Amount	Interest Rate]
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Section 2.03 Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Bonds shall be payable upon presentation at the corporate trust operations office of the Trustee. All other payments on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Bonds by check mailed to the Registered

Owner thereof as shown on the registration books of the Trustee, or by wire transfer to any registered owner of the aggregate amount of \$1,000,000 or more of the principal amount of the bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner.

Section 2.04 Execution, Limited Obligation, Parity Obligation. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its Clerk and shall have impressed or printed thereon the corporate seal of the City. Such facsimiles shall have the same force and effect as if such officer had manually signed each of said Bonds. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

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

Section 2.05 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the same form herein above set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, manually or by electronic means, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06 Forms of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.07 Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee the Bonds in the aggregate principal amount of [\$8,800,000]. The Trustee shall authenticate such Bonds and deliver them to the purchasers thereof upon receipt of:

- (a) A copy, duly certified by the Clerk-Treasurer of the City, of the Bond Ordinance adopted and approved by the City authorizing the execution and delivery of the Financing Agreement, this Indenture and the issuance of the Bonds [and the pledge of RIF to the repayment of the Bonds].
- (b) Executed counterparts of the Financing Agreement, the Development Agreement and this Indenture.
- (c) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution authorizing the pledge of Pledged Tax Increment [and Taxpayer Payments] to the payment of the Bonds.
- (d) A written request of the City to the Trustee requesting the Trustee to authenticate and deliver the Bonds in the aggregate principal amount of [\$8,800,000], to the purchasers thereof.
- (e) Such other documents as shall be required by bond counsel.

The proceeds of the Bonds shall be paid over to the Trustee and deposited as hereinafter provided under Section 3.01 hereof.

Section 2.08 [Issuance of Subordinate Bonds]. Subject to the terms and limitations of this section, Subordinate Bonds payable from the Pledged Tax Increment may be issued to provide funds to finance the cost or estimated cost of completing additional projects in the Area.]

Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like series, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

In the event any such Bond shall have matured, instead of issuing a duplicate Bond the City may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Bond with its reasonable fees and expenses in this connection.

Any Bond issued pursuant to this Section 2.08 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the City.

Section 2.10 Registration and Exchange of Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar and transfer agent of the City for the Bonds. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and the same maturity. The Bonds may be transferred and exchanged without cost to the Bondholders, except for any tax or governmental charge required to be paid with respect to the transfer or exchange; provided that there shall be no charge for any transfer or exchange pursuant to a partial redemption of any Bond. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. The Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding the mailing of a notice of redemption of any Bonds.

Bonds (i) surrendered for payment or redemption, (ii) purchased from any moneys held by the Trustee hereunder or (iii) surrendered for transfer or exchange shall be promptly cancelled and destroyed by the Trustee. The Trustee shall deliver to the City a certificate of destruction in respect of all Bonds so destroyed.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof as of the applicable Record Date or his legal representative, but such registration may be changed as herein above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The City and the Trustee or any other paying agent may deem and treat the registered owner as the absolute owner of such Bond whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the City nor the Trustee nor any other paying agent shall be affected by any notice to the contrary.

(End of Article II)

ARTICLE III.

APPLICATION OF BOND PROCEEDS

Section 3.01 Deposit of Funds. The City shall deposit with the Trustee in the Project Fund all proceeds from the sale of the Bonds. \$_____ of the proceeds of the Bonds shall be deposited in the Bond Issuance Expense Account (as hereinafter defined) of the Project Fund as the initial draw on the Bonds. The Trustee shall obtain each subsequent advance from the owner of the Bonds upon presentation of a request for an advance listing the payments to be made by the Trustee and signed by the Developer. Subsequent draws of the proceeds from the sale of the Bonds shall be deemed received from the Bond Purchaser and deemed disbursed to the Developer from the Project Fund for Improvement Costs in accordance with the provisions of Article IV of this Indenture upon presentation to the Trustee of the Disbursement Request set forth in Section 4.03 hereof until such time as [\$8,800,000] has been deemed issued and disbursed.

Upon receipt of each advance, the Trustee shall record it on the records of the Trustee and shall assign the maturities in order of maturity beginning with the [February] [August] 1, 20__ maturity. To the extent the full principal amount of [\$8,800,000] has not been drawn down by the Developer as of [February][August] 1, 20__ [or has been reduced by the application of RIF to Improvement Costs during the period of construction and prior to [February][August] 1, 20__,] the City shall contact the Developer and Trustee of the final reduced principal amount of the Bonds and direct its financial advisor to provide a final debt service schedule at the rate of the interest on the Bonds (____.0%) for the remaining term of the Bonds. A replacement bond will also be provided for the lesser principal amount.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.01 Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the City hereunder are not general obligations of the City but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the City in his or her individual capacity, and no member, director, officer, agent, attorney, or employee of the City executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The Redevelopment Commission has pledged the Pledged Tax Increment to the payment of the Bonds.

Section 4.02 Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are Outstanding, a separate fund to be known as the “City of Westfield, Indiana – Series 20__A Bond Fund” Money in the Bond Fund shall be applied as provided in this Section 4.02.

There shall be deposited in the Bond Fund, as and when received, (a) the Pledged Tax Increment as provided in Section 4.04(a) hereof; (b) RIF received as provided in Section 4.04(b) hereof; (c) all payments specified in Section 3.02 of the Financing Agreement; (d) any amount remaining in the Project Fund to be transferred to the Bond Fund pursuant to the Indenture upon completion of the Project; (e) all interest and other income derived from investments of the Bond Fund moneys as provided herein; (f) [Taxpayer Payments]; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The City hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Pledged Tax Increment [, Taxpayer Payments], RIF and Financing Agreement, promptly to meet and pay the principal of and interest on the Bonds as the same become due and payable together with such Annual Fees. Nothing herein should be construed as requiring the City to deposit or cause to be paid to the Trustee for deposit in the Bond Fund funds from any source other than receipts derived from the Pledged Tax Increment, RIF [,Taxpayer Payments] and Financing Agreement.

The Clerk-Treasurer shall set aside immediately, upon receipt, all of the Pledged Tax Increment [and Taxpayer Payments] into the Allocation Fund and transfer sufficient Pledged Tax Increment [and Taxpayer Payments] to the Trustee for application in accordance with this Indenture, along with any available RIF. The Trustee is hereby directed to deposit the Pledged Tax Increment, RIF [and Taxpayer Payments] into the Bond Fund in the manner prescribed in this Section 4.02 and in Section 4.04. Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity or at

redemption. The Trustee shall transmit such funds to the Paying Agent for the Series 20__A Bonds in sufficient time to ensure that such interest will be paid as it becomes due.

Section 4.03 Project Fund. The Trustee shall establish and maintain a separate fund to be known as the “City of Westfield, Indiana – Series 20__A Project Fund”, consisting of a Bond Issuance Expense Account (the “Bond Issuance Expense Account”) and a Construction Account (the “Construction Account”) and such other accounts or subaccounts established by the City from time to time, to the credit of which deposits are to be made as required by the provisions of Section 3.01 hereof.

(a) The Trustee shall deposit in the Bond Issuance Expense Account of the Project Fund the initial draw on the Bonds of \$_____ pursuant to Section 3.01 hereof. On the date of closing, the Bond Issuance Costs set forth in Exhibit A shall be wire transferred to the entities listed as authorized by the Mayor and the Clerk-Treasurer. Execution of this Indenture shall be authorization for these payments. Thereafter, funds held in the Bond Issuance Expense Account shall be disbursed by the Trustee upon receipt of invoices submitted with a written requisition certified by an Authorized Representative of the City to pay Costs of Issuance of the Bonds or to reimburse the City for amounts previously advanced for such costs and to transfer moneys therefrom to the Bond Fund. In making disbursements from the Bond Issuance Expense Account, the Trustee may rely upon such certification and invoices without further investigation. Any amounts remaining in the Bond Issuance Expense Account ninety (90) days after the issuance of the Bonds will be transferred to the Bond Fund, at which time the Bond Issuance Expense Account shall be closed.

(b) Moneys held in the Construction Account of the Project Fund, including any RIF, shall be disbursed, or deemed to have been disbursed, by the Trustee in accordance with the provisions of this Section 4.03 to pay the Improvement Costs approved by the City. Subject to Section 3.01 of this Indenture, the provisions below and any applicable representation, warranties and covenants contained in the Indenture, the Financing Agreement or the Development Agreement, disbursements from the Construction Account shall be made only to pay (or to reimburse Developer for payment of) Improvement Costs.

(c) Any further disbursements from the Construction Account described above to pay Improvement Costs shall be made, or deemed to have been made, by the Trustee only upon the written request of Developer with the prior written approval of the City; except that any RIF applied to the payment of Improvement Costs shall reduce the final principal amount of the Bonds as described in Section 3.01 hereof. Each such written request shall be in the form of the disbursement request attached hereto as Exhibit B (the “Disbursement Request”) and shall be consecutively numbered and accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested. The Trustee shall not make any disbursements, or be deemed to have made any disbursements, from the Construction Account without the prior written approval of the City.

(d) The Trustee shall cause to be kept and maintained adequate records pertaining to the Construction Account and all disbursements therefrom. If requested by Developer or the City, the Trustee shall file copies of the records pertaining to the Construction Account and all disbursements from such fund with the City and Developer.

(e) The City shall deliver to the Trustee within fifteen (15) days of completion of the Project, in addition to the items required by (b) and (c) above, a certificate of the Authorized Representative of Developer:

(i) stating the date that the Project has been constructed and the date of completion; and

(ii) stating that it has made such investigation of such sources of information as are deemed by him or her to be necessary, including pertinent records of the City, and is of the opinion that the Project has been fully paid for, and that no claim or claims exist against the City or against the properties of either out of which a lien based on furnishing labor or material for the Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if Developer intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the City and the Trustee a certificate of Developer when and as such claim or claims shall have been fully paid.

If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (c) of this Section 4.03 and after receipt of the statement mentioned in subparagraph (e)(i) and (ii) of this Section 4.03, there shall remain any balance of moneys in the Project Fund, the Trustee shall transfer all moneys then in the Project Fund (except any disputed claims described in the completion certificate required in Section 4.03(e) hereof) to the Bond Fund. The Trustee, as directed in writing by the City, shall use any amount transferred to the Bond Fund to prepay the Bonds pursuant to Section 3.11 of the Financing Agreement at the earliest redemption date.

Section 4.04 Pledged Tax Increment and RIF. (a) On or before each January 15 and July 15, commencing [January][July] 15, 20__, the Trustee shall deposit to the Bond Fund the Pledged Tax Increment [and Taxpayer Payments], in an amount sufficient to (i) first, pay the principal of and interest on the Series 20__A Bonds on the immediately succeeding February 1 or August 1 (taking into consideration any amounts currently deposited therein), plus Annual Fees coming due within the next six (6) months; [(ii) second, pay overdue principal and interest, if any, on The Series 20__A Bonds for which the Pledged Tax Increment was insufficient at the time such amounts were due; and (iii) third, redeem all or any portion of the Series 20__A Bonds in accordance with Section 5.01 hereof.]

(b) The Trustee shall deposit to the Bond Fund any RIF received by the City. All RIF on deposit with the Trustee in the Bond Fund on any principal and interest date shall be used to redeem the Series A Bonds in accordance with Section 5.01 hereof.

(c) Other than the deposit of [Taxpayer Payments] [and RIF], nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than the Pledged Tax Increment.

Section 4.05 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the City or Developer. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.06 Investments. Moneys on deposit in the Funds and Accounts established in this Article IV may be invested in Qualified Investments as provided in Section 6.09 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01 Redemption Dates and Prices. (a) Optional Redemption. The Series 20__A Bonds are redeemable at the option of the City at the direction of the Company on any date, upon fifteen (15) days' notice, in whole or in part, in order of maturity determined by City and by lot within maturities, at face value, plus accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. The Series 20__A Bonds are subject to mandatory redemption prior to maturity from Pledged Tax Increment pursuant to Section 4.04 hereof, in inverse order of maturity, on any interest payment date, in whole or in part, at one hundred percent (100%) of the principal amount thereof, without any premium, plus accrued interest to the date of redemption.]

Section 5.02 Notice of Redemption. In the case of redemption of Series 20__A Bonds, notice of the call for any such redemption identifying the Series 20__A Bonds, or portions of fully registered Series 20__A Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first-class mail not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Series 20__A Bonds. The redemption notice shall be a written and dated notice from the Trustee that (a) identifies the Series 20__A Bonds to be redeemed by the name of the issue (including the name of the City and any series designation), CUSIP number, if any, date of issue, interest rate, maturity date and any other descriptive information the Trustee deems desirable to identify accurately the Series 20__A Bonds to be redeemed and, if only a portion of the Series 20__A Bonds will be redeemed, the certificate numbers and the principal amount of those Series 20__A Bonds to be redeemed, (b) identifies the date on which the Series 20__A Bonds will be redeemed, (c) states the price at which the Series 20__A Bonds will be redeemed, (d) states that interest on the Series 20__A Bonds or the portions of them called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the Series 20__A Bonds will be made on the redemption date at the principal trust office of the Trustee during normal business hours upon the surrender of the Series 20__A Bonds to be redeemed in whole or in part and (f) identifies by name and telephone number a representative of the Trustee who may be contacted for more information.

On and after the redemption date specified in the aforesaid notice, such Series 20__A Bonds, or portions thereof, thus called (provided funds for their redemption are on deposit at the place of payment) shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.03 Cancellation. All Series 20__A Bonds which have been redeemed shall be cancelled pursuant to the Trustee's destruction policy then in effect and shall not be reissued; provided, however, that one or more new fully registered Series 20__A Bonds shall be issued for the unredeemed portion of any fully registered Bond without charge to the holder thereof.

Section 5.04 Partial Redemptions. If fewer than all of the Series 20__A Bonds at the time Outstanding are to be called for redemption, the maturities of the Series 20__A Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Developer. If fewer than all of the Series 20__A Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 20__A Bonds or portions of Series 20__A Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 20__A Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 20__A Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any [\$1,000][[\$5,000] integral multiples thereafter.

If the Series 20__A Bonds are held by more than one Owner and if less than the entire principal amount of any registered Bond then Outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.02 hereof, the Owner of such registered Bond shall forthwith surrender such Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Series 20__A Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.01 Payment of Principal and Interest. The City covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 20__A Bonds and according to the true intent and meaning thereof. The principal of and interest on the Series 20__A Bonds are payable solely and only from the Pledged Tax Increment [,RIF, and Taxpayer Payments], which Pledged Tax Increment [, RIF and Taxpayer Payments] are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Series 20__A Bonds or in this Indenture should be considered as pledging any other funds or assets of the City. The Series 20__A Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana or any political subdivision or taxing authority thereof. The Series 20__A Bonds, as to both principal and interest, are not an obligation or liability of the City, the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the Pledged Tax Increment [, RIF] [and Taxpayer Payments] pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the City, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or the interest on the Series 20__A Bonds. The Series 20__A Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 20__A Bonds. The City has no taxing power with respect to the Series 20__A Bonds. No covenant or agreement contained in the Series 20__A Bonds or the Indenture shall be deemed to be a covenant or agreement of the Economic Development Commission, the Redevelopment Commission, the City or of any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the City in his or her individual capacity, and neither the Economic Development Commission, the Redevelopment Commission, the City nor any member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission, or the City executing the Series 20__A Bonds shall be liable personally for the Series 20__A Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__A Bonds. Under no circumstances shall the Developer or any of the Developer Parties or any other taxpayer in the Allocation Area be liable for making any payments due under this Indenture or on the Series 20__A Bonds, including any payment of principal of or interest on the Series 20__A Bonds.

Section 6.02 Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The City represents that it is duly authorized

under the constitution and laws of the State of Indiana to issue the Series 20__A Bonds authorized hereby and to execute this Indenture and to pledge the Pledged Tax Increment [, RIF] [and Taxpayer Payments] and assign the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 20__A Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 20__A Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 6.03 Ownership; Instruments of Further Assurance. The City represents that at the time of the pledge and assignment thereof the assignment of the Financing Agreement to the Trustee hereby made will be valid and lawful. The City covenants that it will defend the title to its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Series 20__A Bonds against the claims and demands of all persons whomsoever. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

Section 6.04 Filing of Indenture, Financing Agreement and Security Instruments. The City, upon the written direction and at the sole expense of the Developer, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept and filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the owners of the Series 20__A Bonds and the rights of the Trustee hereunder. This Section 6.04 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.05 Inspection of Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.06 List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Series 20__A Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Developer or by holders and/or owners (or a designated representative thereof) of [25%] or more in principal amount of Series 20__A Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.07 Rights Under Financing Agreement. The City agrees that the Trustee in its name or in the name of the City may enforce all rights of the Issuer and all obligations of Developer under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.08 Designation of Additional Paying Agents. The City hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternative paying agents, if any, and for the making available of funds hereunder for the payment of such of the Series 20__A Bonds as shall be presented when due at the principal office of the Trustee, or its successor in trust hereunder, or at the principal office of said alternate paying agents.

Section 6.09 Investment of Funds. All moneys held by the Trustee in any Fund established by this Indenture may, at the written direction of the City, be invested in Qualified Investments to the extent permitted by law. In the absence of such direction from the City, the Trustee is hereby directed by the City to invest such amounts in investments meeting the requirements of clause (ii) of the definition of Qualified Investments. Investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys to pay the principal of and interest on the Series 20__A Bonds by redemption or otherwise. All income derived from the investment of moneys on deposit in any such Fund shall be retained in such Fund and may be used for the purposes of such Fund. Investments of moneys in the Construction Account must be made so as to assure preservation of principal. All income derived from the investment of moneys on deposit in the Construction Account shall accrue to the benefit of the Developer and be used to pay costs of the Project approved by the City. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for investments. Neither the Trustee nor the City shall be liable or responsible for any loss resulting from any investment, except that the Trustee and the City acknowledge that not less than \$_____ of the funds deposited into the Project Fund, together with all investment earnings thereon, are to be available to pay costs of the Project approved by the City. All such investments shall be held by or under the control of the Trustee or the City, as applicable, and any income resulting therefrom shall be applied in the manner specified in this Indenture. For so long as the Trustee is in compliance with the provisions of this Article, the Trustee shall not be liable for any investment losses.

Developer is not authorized to direct, or obligated to make, investments of Bond proceeds or any other funds held under this Indenture.

Section 6.10 Non-presentment of Series 20__A Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, and if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the City to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds uninvested for five (5) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any money so deposited with and held by the Trustee in trust for the payment of the principal of and interest on the Series 20__A Bonds and remaining unclaimed by any Bondholder for five (5) years after the due date of such principal or interest, shall be applied by the Trustee in accordance with the Unclaimed Property Act, Indiana Code 32-34-1, as amended

from time to time. Prior to the transfer of any such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the Trustee will conduct searches in an effort to locate lost Bondholders using reasonable care to ascertain the correct addresses of all lost Bondholders in accordance with the rules governing registered transfer agents promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, but only if and so long as the Trustee is a registered transfer agent under those rules. Upon the transfer of such moneys to the Attorney General of the State in accordance with the Unclaimed Property Act, the City and the Trustee shall have no further responsibility or liability with respect to such moneys, and the Bondholders entitled to such principal or interest shall look only to the State for payment, to the extent provided by law, and then only to the extent of the amounts so received by the State, without any interest thereon.

Section 6.11 [RESERVED].

(End of Article VI)

ARTICLE VII.

REMEDIES

Section 7.01 Events of Default. Each of the following events is hereby declared an “Event of Default,” that is to say, if:

(a) payment by the City of any amount payable on the Series 20__A Bonds shall not be made when the same is due and payable; provided, however, that any such failure to pay the required amount due to a shortfall in available Pledged Tax Increment, RIF [or Taxpayer Payments] shall not constitute an event or default, but the amount not paid shall continue to be owed to the Bondholders in accordance with Section 2.02 hereof; or

(b) any Event of Default as defined in Section 5.1 of the Financing Agreement shall occur and be continuing; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 20__A Bonds or in this Indenture or any agreement supplemental hereto on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City (and prior to the event described in the last paragraph of Section 4.03 hereof, Developer) by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Series 20__A Bonds then Outstanding hereunder; or

(d) the City shall fail to apply collected Pledged Tax Increment [, Taxpayer Payments] and RIF as required by Article IV of this Indenture.

Section 7.02 [RESERVED].

Section 7.03 Remedies, Rights of Bondholders. If an Event of Default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Series 20__A Bonds then Outstanding, to enforce any obligations of the City hereunder, and of Developer under the Financing Agreement.

If an Event of Default shall have occurred, and if requested so to do by the holders of twenty-five percent (25%) in aggregate principal amount of Series 20__A Bonds then Outstanding and indemnified as provided in Section 8.01 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

Section 7.04 Right of Bondholders to Direct Proceedings. The holders of a majority in aggregate principal amount of Series 20__A Bonds then Outstanding shall have the right, at any time and subject to indemnification obligations under Section 8.01 hereof, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.02 hereof before any other remedies are sought.

Section 7.05 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, expenses, liabilities and advances incurred or made by, the Trustee (including reasonable attorneys' fees and expenses), be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Series 20__A Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

Second: To the payment to the persons entitled thereto of the unpaid principal of the Series 20__A Bonds which shall have become due (other than Series 20__A Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Series 20__A Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Series 20__A Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

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

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

Section 7.06 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 20__A Bonds may be enforced by the Trustee without the possession of any of the Series 20__A Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Series 20__A Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.05 hereof, be for the equal benefit of the holders of the Outstanding Series 20__A Bonds.

Section 7.07 Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.01, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of twenty-five percent (25%) in aggregate principal amount of Series 20__A Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.01, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, her, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Series 20__A Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Series 20__A Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the City to pay the principal of and interest on each of the Series 20__A Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Series 20__A Bonds expressed.

Section 7.08 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Developer and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Series 20__A Bonds, and shall do so upon the written request of either the holders of (1) a majority in aggregate principal amount of all the Series 20__A Bonds then Outstanding in respect of which default in the payment of principal of and/or interest exists, or (2) a majority in aggregate principal amount of all Series 20__A Bonds then Outstanding in the case of any other default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Outstanding Series 20__A Bonds at the date of maturity specified therein, or the date established for the redemption of specific Series 20__A Bonds, or (b) any default in the payment when due of the interest on any such Series 20__A Bonds unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Series 20__A Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in the case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE

Section 8.01 Acceptance of the Trusts. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Indenture. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties as are specifically set forth in this Indenture and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

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

(b) The Trustee shall not be responsible for any recital herein, or in the Series 20__A Bonds (except in respect to the certificate of the Trustee endorsed on the Series 20__A Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Series 20__A Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City or on the part of Developer under the Financing Agreement; but the Trustee may require of the City or Developer full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the City under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Series 20__A Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 20__A Bonds secured hereby with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Series 20__A Bonds issued in exchange therefor or in place thereof.

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

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than (i) any failure to pay principal of or interest on the Series 20__A Bonds or (ii) a default of which the Trustee has actual knowledge) unless the Trustee shall be specifically notified in writing of such default by the City, by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Series 20__A Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

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

(i) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 20__A Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Series 20__A Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(j) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

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

(l) Notwithstanding anything to the contrary in this Indenture, before taking any action under this Indenture the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its negligence or willful misconduct in connection with any action so taken.

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

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 20__A Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Series 20__A Bonds

(o) The Trustee agrees to accept and act upon facsimile transmission of written instructions or directions pursuant to this Indenture, provided, however, that (a) the City or Developer, subsequent to such facsimile transmission of written instructions, shall provide the originally executed instructions or directions to the Trustee in a timely manner, (b) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the City or Developer or in the name of the City or Developer, by an Authorized Representative of the City or Developer, and (c) the City and Developer shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or Developer elects to give the Trustee facsimile instructions and the Trustee in its discretion elects to act upon such facsimile instructions, the Trustee's understanding of such facsimile instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such facsimile instructions notwithstanding such facsimile instructions conflict or are inconsistent with a subsequent written instruction.

Section 8.02 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement from the City for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or

incurred by the Trustee in connection with such services, and such amounts shall not be limited by statutory limitations (if any) on fees for trustees of express trusts. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Series 20__A Bonds but only as herein above provided. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred, and the Trustee is hereby granted a lien on the amount established hereby to accomplish such payment. The obligation to pay such amounts shall survive the payment in full or defeasance of the Series 20__A Bonds or the resignation or removal of the Trustee.

Section 8.03 Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.01 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the list of Bondholders found in the Bond Register.

Section 8.04 Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Series 20__A Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.01(g), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Series 20__A Bonds then Outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.05 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, that each successor Trustee arising pursuant to the provisions of this Section shall have a reported capital surplus and undivided profits of not less than one hundred million dollars (\$100,000,000) and, if not, the parent of each successor Trustee shall guarantee the successor Trustee's obligation under this Indenture.

Section 8.06 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the City (and, prior to the event described in the last paragraph of Section 4.03 hereof, Developer) and (by registered or certified mail) to each registered owner of Series 20__A Bonds then Outstanding, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the City. Such notice to the City (and, prior to the event described in the last paragraph of Section 4.03 hereof, Developer)

may be served personally or sent by registered or certified mail. The Trustee's rights to indemnity and reimbursement of outstanding fees and expenses survive the Trustee's resignation.

Section 8.07 Removal of the Trustee. The Trustee may be removed at any time by the City or by an instrument or concurrent instruments in writing delivered to the Trustee and to the City and signed by the owners of a majority in aggregate principal amount of Series 20__A Bonds then Outstanding; provided, however, that in the case of removal by the City, the City shall give at least 60 days' prior notice of such removal by mail to the registered holders of all then outstanding bonds, and such removal shall not be effective if the holders of at least 25% of the aggregate amount of Series 20__A Bonds Outstanding file written instruments with the City or the Trustee objecting to the proposed removal by the proposed effective date. The Trustee's rights to indemnity and amounts then due and payable shall survive any such removal.

Section 8.08 Appointment of Successor Trustee by the Bondholders, Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Series 20__A Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed by its Mayor and attested by its Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital, surplus and undivided profits of not less than one hundred million dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.09 Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City or the predecessor Trustee, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

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

Section 8.11 Successor Trustee as Trustee of Funds, Authenticating Agent, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and authenticating agent, bond registrar and paying agent for the principal of, premium, if any, and interest on the Series 20__A Bonds, and the successor Trustee shall become such Trustee, bond registrar, authenticating agent and paying agent.

Section 8.12 Trust Estate May be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Indiana) denying or restricting the right of banking corporations or associations to transact business as Trustees in such jurisdictions. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of the Indenture on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.01 Supplemental Indentures Not Requiring Consent of Bondholders. The City and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To make any changes in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee, the City, Developer or the holders of the Series 20__A Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.02 Supplemental Indentures Requiring Consent of the Bondholders. Exclusive of supplemental indentures covered by Section 9.01 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than fifty-one percent (51%) of the amount of the Series 20__A Bonds then Outstanding, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this Section contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on any Series 20__A Bonds, without the consent of the holders of such Bond or (b) a preference of any Bond over any other Bond without the consent of the holders of all Series 20__A Bonds Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Series 20__A Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Series 20__A Bonds at the time Outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article IX which may affect the amount or availability of the Bond proceeds to pay costs of the Project approved by the City shall not become effective unless and until Developer shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to Developer at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.01 Amendments, etc. to Financing Agreement Not Requiring Consent of Bondholders. The City and the Trustee with the consent of Developer shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the holders of not less than fifty-one percent (51%) of the amount of the Series 20__A Bonds then Outstanding, is not to the prejudice of the Trustee, the City or the holders of the Series 20__A Bonds.

Section 10.02 Amendments, etc. to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.01 hereof, neither the City nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the holders of not less than fifty-one percent (51%) of the amount of the Series 20__A Bonds then Outstanding given and procured as in Section 9.02 provided.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.01 Satisfaction and Discharge. All rights and obligations of the City and the Company under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of the Indenture, and shall assign and deliver to the City any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Series 20__A Bonds) when:

(a) all fees and expenses of the Trustee and any paying agent shall have been paid or provided for to the satisfaction of the Trustee and any paying agent;

(b) the City and the Company shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture;

(c) Developer has received an amount equal to at least \$_____ (consisting of Bond proceeds deposited to the Project Fund), together with all investment earnings thereon, for costs of the Project approved by the City; and

(d) all Series 20__A Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the City, or (iii) have been delivered to the Trustee cancelled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, in the opinion of independent certified public accountants, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Series 20__A Bonds prior to the redemption date or maturity date thereof, as they case may be.

(e) Any Outstanding Series 20__A Bonds and all interest due thereon shall prior to the maturity or redemption date be deemed to have been paid if there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or noncallable Government Obligations, the principal of and the interest on which when due will provide moneys which, together with moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 20__A Bonds on and prior to the redemption dates or maturity dates thereof.

(f) A Series 20__A Bond that is deemed to have been paid under Section 11.01 shall not thereafter be Outstanding for purposes of this Indenture, including Section 11.01 hereof, and shall not be entitled to the pledge of any moneys or securities of the City which are pledged under this Indenture for Outstanding Series 20__A Bonds or any other rights or to benefits under or to provisions of this Indenture except that (a) the refunding escrow fund held by the Trustee

shall be held for the sole benefit of the holders of such defeased Series 20__A Bonds and for the payment when due of the principal on maturity or redemption price of and the interest accrued to the maturity date or redemption date on the defeased Series 20__A Bonds; (b) any amounts held on the date of defeasance in the Bond Fund for the purpose of satisfying the then next due principal and interest payment for the defeased Series 20__A Bonds shall be added to such Fund; (c) the provisions relating to payment transfer and exchange and redemption shall continue to be applicable to the defeased Series 20__A Bonds; and (d) the Trustee shall be governed by the applicable provisions of Article VIII.

Section 11.02 Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.01 shall be held in trust for the holders of the Series 20__A Bonds, and applied by it, in accordance with the provisions of the Series 20__A Bonds and this Indenture, to the payment, either directly or through any paying agent, to the persons entitled thereof, of the principal and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.03 Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Series 20__A Bonds Outstanding, any such Series 20__A Bonds held by or for the account of the City shall not be deemed to be Outstanding hereunder for the purpose of determining whether such requirement has been met. For all other purposes, Series 20__A Bonds held by or for the account of such person shall be deemed to be Outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or the writing appointing any such agent and of the ownership of Series 20__A Bonds, if made in the following manner, shall be sufficient for any of the purposes of the Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

If the City shall propose to adopt a supplemental indenture requiring consent of the Bondholders, it shall cause notice of the proposed adoption of such supplemental indenture to be mailed to each registered owner at the registered address as shown on the books of the City kept by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental or amendatory indenture and shall state that copies thereof are on file at the principal office of the City for inspection by all Bondholders. If within six months following the mailing of such notice, the holders of not less than 51% in aggregate principal amount of the Series 20__A Bonds Outstanding (determined as provided in this Section 11.03) at the time of the mailing of such notice have consented in writing to the adoption thereof, upon the adoption of such supplemental or amendatory indenture, the Indenture shall be deemed to be amended or supplemented in accordance therewith.

Section 11.04 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Series 20__A Bonds is intended or shall be construed to give to any person other than the parties hereto, and Developer, and the holders of the Series 20__A Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and Developer and the holders of the Series 20__A Bonds herein provided.

Section 11.05 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

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

Section 11.06 Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, i.e. FedEx or UPS, with proper address as indicated below. The City, Developer, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices demands, certificates and communications to each of them shall be addressed as follows:

To Developer: _____

With a copy to: _____

To the City: City of Westfield, Indiana

Attn:

With a copy to: _____

To the Trustee: _____

Attn: Corporate Trust Department

Section 11.07 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal paying agent and bond registrar for and in respect to the Series 20__A Bonds.

Section 11.08 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.09 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.10 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Series 20__A Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer or director of the City, or any incorporator, officer, director or trustee of any successor corporation, as such, either directly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officers, directors or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Series 20__A Bonds.

Section 11.11 Holidays. If any date for the payment of principal or interest on the Series 20__A Bonds is not a Business Day then such payment shall be due on the first Business Day thereafter, and no interest shall accrue for the intervening period.

(End of Article XI)

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, _____ has caused these presents to be signed in its name and behalf by its duly authorized officer and the same to be attested by its duly authorized officer, all as of the date and year first above written.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk-Treasurer

_____,
as Trustee

By: _____

ATTEST:

EXHIBIT A

Costs of Issuance

EXHIBIT B

DISBURSEMENT REQUEST FORM

CITY OF WESTFIELD, INDIANA

\$ _____

Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A
(Wheeler Landing Project)

TO: _____, as Trustee
FROM: Wheeler Landing I, LLC ("Developer")
CC: City of Westfield, Indiana (the "City")
SUBJECT: Trust Indenture, dated as of _____ 1, 20__, between the Trustee and the City
(the "Indenture")
DATE: _____, 20__

This written request ("Written Request" No. ____ (constituting a written request of Developer under Section 4.03 of the Indenture and Section 3.06 of the Financing Agreement) in the total amount of \$_____ for payment of those costs of the Project, including reimbursement to Developer, detailed in the Schedule attached. Terms capitalized herein have the meanings specified in the Indenture.

The undersigned certifies, represents and warrants that:

(a) This Written Request is requisition number one (1);
(b) The aggregate amount of Improvement Costs to be paid [reimbursed] is \$_____;

(c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;

(d) The costs referred to in paragraph (b) were incurred to pay Improvement Costs of the Project relating to [list the various components of the Project to which such costs relate]; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Project after payment of such costs; indicate the

person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s);

(e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for Improvement Costs, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(f) No part of the Improvement Costs was included in any Disbursement Request previously filed with the Trustee under the provisions of Section 4.03(c) of the Indenture; and

(g) The Improvement Costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Series 20__A Bonds under the Act;

IN WITNESS WHEREOF, an Authorized Representative of Developer has set his hand as of the ____ day of _____, 20__.

By: _____
Authorized Representative of Developer

**Reviewed and Approved by an
Authorized Representative of the City**

By: _____
Authorized Representative of the City

Schedule to Disbursement Request

Vendor	Purpose	Amount

TOTAL

\$ _____

**FORM OF
FINANCING AGREEMENT
BETWEEN
WHEELER LANDING I, LLC
AND
CITY OF WESTFIELD, INDIANA**

Dated as of _____ 1, 20__

**Certain of the rights of the City hereunder have been assigned to _____, as Trustee
under a Trust Indenture dated as of the date hereof, from the City.**

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FINANCING AGREEMENT

This is a FINANCING AGREEMENT, dated as of _____ 1, 20__ (the “Financing Agreement”) between WHEELER LANDING I, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana (the “Developer”), and the CITY OF WESTFIELD, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “City”).

PRELIMINARY STATEMENT

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the City to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing costs of construction of infrastructure, for diversification of economic development and promotion of job opportunities in or near such City and vests the City with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Westfield Redevelopment Commission (the “Redevelopment Commission”) has established the Wheeler Landing Economic Development Area (the “Area”) in the City and, within such Area, the Wheeler Landing Allocation Area (the “Allocation Area”);

WHEREAS, the City, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City; will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing;

WHEREAS, the City intends to issue its Taxable Economic Development Tax Increment Revenue Bonds, Series 20__ A (Wheeler Landing Project) in the aggregate principal amount of \$8,800,000 (the “Series 20__ A Bonds”) pursuant to the Trust Indenture dated as of _____ 1, 20__ (the “Indenture”) from the City to _____, as Trustee (the “Trustee”), and intends to provide the proceeds of the Series 20__ A Bonds to the Developer to finance all or a portion of the costs the Project set forth on Exhibit A;

WHEREAS, pursuant to the Indenture, the City will assign certain of its rights under this Financing Agreement to the Trustee as security for the Series 20__ A Bonds; and

WHEREAS, the Series 20__ A Bonds issued under the Indenture will be payable solely out of the Trust Estate (as defined in the Indenture) consisting primarily of the Pledged Tax Increment (as defined in the Indenture) [, RIF] [and Taxpayer Payments].

In consideration of the premises, the provision of the proceeds of the Series 20__ A Bonds to be made by the City, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Developer has executed and delivered this Financing Agreement.

This Financing Agreement is executed upon the express condition that if Developer shall keep, perform and observe all and singular the covenants and promises expressed in this

Financing Agreement to be kept, performed and observed by Developer, then this Financing Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

Developer and the City hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires: “Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Allocation Area” means the Wheeler Landing Allocation established by the Redevelopment Commission pursuant to its Resolution No. _____ adopted on _____, 20__, as confirmed by the Redevelopment Commission pursuant to its Resolution No. _____ adopted on _____, 20__, all in accordance with Indiana Code 36-7-14-39, for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area, as such area may be expanded from time to time.

“Allocation Fund” means the Wheeler Landing Allocation Fund established under Indiana Code 36-7-14-39 for the Tax Increment collected in the Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Series 20__A Bonds or the Project.

“Developer” means Wheeler Landing I, LLC, a limited liability company duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

“Bond Fund” means the Bond Fund established by Section 4.02 of the Indenture.

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

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

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or Developer.

“Debt Service Coverage Ratio” means the ratio of annual estimated Pledged Tax Increment to the debt service due on the Series 20__A Bonds on the immediately succeeding February 1 and August 1, as calculated by the City on each January 15th during the term the Wheeler Bonds are outstanding.

“Development Agreement” means the Economic Development Agreement, dated _____, 20__, between Developer, City and Redevelopment Commission, and all amendments and supplements thereto.

“Improvement Costs” shall have the meaning assigned in the Development Agreement.

“Indenture” means the Trust Indenture dated as of _____ 1, 20__, between the City and the Trustee and all amendments and supplements thereto.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, pledging the Tax Increment to the payment of the Series 20__A Bonds.

“Pledged Tax Increment” means all of the the Tax Increment received by the Redevelopment Commission, less Annual Fees, pledged to the City for payment of the Series 20__A Bonds pursuant to a resolution adopted on _____, 20__ [, and an amount of Tax Increment in excess thereof for which the Redevelopment Commission makes an annual determination in January of each year to be used to redeem the Series 20__A Bonds prior to redemption].

“Project” means the Public Improvement as defined in the Development Agreement.

“Project Fund” means the Project Fund established in Section 4.03 of the Indenture.

“Qualified Investments” shall have the meaning assigned in the Indenture.

“Redevelopment Commission” means the Westfield Redevelopment Commission, the governing body of the redevelopment district of the City.

“RIF” shall have the meaning assigned in the Development Agreement.

“Series 20__A Bonds” means the City of Westfield, Indiana Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project), in the aggregate principal amount not to exceed \$8,800,000 dated _____, 20__, and any other bonds issued under the Indenture.

[“Series 20__B Bonds” means the Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series B, dated _____, 20__ in the aggregate principal amount of \$_____.]

[“Taxpayer Agreement” means that certain Taxpayer Agreement executed by the City, the Redevelopment Commission and [J.C. Hart Company and/or one or more affiliates or designees thereof], dated as of _____, 20____.]

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 20__A Bonds.

[“Taxpayer Payments” means the payments received under the Taxpayer Agreement and deposited in the Allocation Fund during the term the Series 20__A Bonds are outstanding.]

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture and shall initially means _____, _____, _____.

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

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

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

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

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

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

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

Section 1.3. [Exhibits. The following Exhibits are attached to and by reference made a part of this Financing Agreement.]

(End of Article I)

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by City. The City represents and warrants that: The City is a municipal corporation organized and validly existing under the laws of the State of Indiana. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Financing Agreement. The City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(a) The City agrees to provide funds from the issuance of the Series 20__A Bonds to Developer for financing the construction of the Project for the benefit of the holders of the Series 20__A Bonds, to create additional employment opportunities in the City and to benefit the health, safety, morals and general welfare of the citizens of the City and the State of Indiana, and to secure the Series 20__A Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

(b) The City covenants to timely pay the Pledged Tax Increment [and Taxpayer Payments] to the Trustee as provided in the Indenture.

Section 2.2. Representations by Developer. Developer represents and warrants that: It is a limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and perform its obligations under this Agreement, and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(a) All of the proceeds from the Series 20__A Bonds (including any income earned on the investment of such proceeds) will be used for costs of the Project.

(b) Developer intends to operate or cause the Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this Financing Agreement as provided herein.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, will contravene Developer's operating agreement or any law or any governmental rule, regulation or order presently binding on Developer or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Developer under the terms of any instrument or agreement.

(d) The execution, delivery and performance by Developer of this Financing Agreement do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(e) This Financing Agreement has been duly executed and delivered by Developer and constitutes the legal, valid and binding agreement of Developer, enforceable against Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Developer's obligations under this Financing Agreement is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(f) There are no actions, suits or proceedings pending, or, to the knowledge of Developer, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of Developer or might impair the ability of Developer to perform its obligations under this Financing Agreement.

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

(h) Developer estimates that it will complete the Project by _____, 20____.

(i) The Developer reasonably estimates that the Project will promote the creation of up to _____ new full-time jobs with an estimated annual payroll of \$_____ through the addition of commercial, retail and residential housing and an estimated _____ temporary construction jobs.

Section 2.3. Provision of Bond Proceeds by City. Concurrently with the execution and delivery hereof, the City is issuing the Series 20__A Bonds and is providing the proceeds from the sale thereof to Developer by making the deposits and payments specified in Section 3.01 and 4.03 of the Indenture.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF DEVELOPER

Section 3.1. Consent to Assignments to Trustee; Company Duties Under Indenture. Developer acknowledges and consents to the assignment of the City's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the City hereunder other than the rights of the City to receive payments under Section 3.1(c) and 3.5 hereof and agrees to execute and deliver supplements to this Financing Agreement pursuant to Section 7.1 hereof.

The Developer acknowledges receipt of a copy of the Indenture and agrees to perform all matters provided by the Indenture to be performed by the Developer and to comply with all provisions of the Indenture to be complied with by the Developer.

Section 3.2. General Covenants. (a) The Developer covenants and agrees with and for the express benefit of the City, the Trustee and the owners of the Series 20__A Bonds that the Developer shall perform all of its obligations, covenants and agreements hereunder, without notice or demand (except as may be provided herein).

(b) Subject to Section 3.3, until such time as the Series 20__A Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Developer: (i) will perform and observe all of its agreements contained in this Financing Agreement; and (ii) will not terminate this Financing Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Developer to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the City or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Financing Agreement or the Indenture.

(c) To the extent Pledged Tax Increment [and Taxpayer Payments] is [are] insufficient for such purposes, Developer agrees to pay directly to the Trustee so long as there are Series 20__A Bonds outstanding (i) all fees and charges of the Trustee incurred under the Indenture, as and when the same become due; (ii) all costs incident to the payment of the principal of, premium, if any, and interest on the Series 20__A Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Series 20__A Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the Financing Agreement or the Indenture by the City, the Trustee or the Bondholders; and (iv) all other payments of whatever nature which Developer has agreed to pay or assume under the provisions of the Financing Agreement; provided, however, that Developer may, without creating a default under the Financing Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

Section 3.3. Maintenance of LLC Existence. During the term the Series 20__A Bonds are outstanding, the Developer covenants that it will maintain in good standing its existence and qualification to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Developer may, without violating its agreement contained in this Section, consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such entity being hereinafter called the “Surviving Entity”) (if other than the Developer) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of the Developer herein and be bound by all of the agreements of the Developer contained in this Financing Agreement to the same extent as if the Surviving Entity had originally executed this Financing Agreement, and the Surviving Entity is an Indiana entity or is a foreign entity or partnership, trust or other person organized under the laws of one of the states of the United States and is qualified to do business in the State of Indiana as a foreign entity or partnership, trust or other person.

Section 3.4. Trustee’s Right to Perform Developer’s Covenants; Advances. In the event Developer shall fail to (i) complete the construction of the Project, or (ii) fail to make any payment or perform any other act required to be performed hereunder, then and in each such case the Trustee, upon not less than 5 days’ prior written notice to Developer, may (but shall not be obligated to) remedy such default for the account of Developer and make advances for that purpose. No such performance or advance shall operate to release Developer from any such default, and any sums so advanced by the Trustee shall be repayable by Developer on demand and shall bear interest at the greater of either (i) the average interest rate on the Series 20__A Bonds or (ii) the actual rate or rates for such advances, from the date of the advance until repaid.

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

(a) Violation of any agreement or condition of this Financing Agreement or the Indenture, except by the City or the Trustee;

(b) Violation of any contract, agreement or restriction by Developer relating to the Project or the Facilities, or a part thereof;

(c) Violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project or the Facilities, or a part thereof;

(d) Any act, failure to act, or misrepresentation by Developer, or any of the Developer’s agents, contractors, servants, employees or licensees;

(e) The provision of any information or certification furnished by Developer to the Bondholders in connection with the issuance and sale of the Series 20__A Bonds, the Project and the Facilities.

Developer hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee.

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

Section 3.6. Development Agreement. Developer agrees to perform all material matters provided in the Development Agreement to be performed by Developer and to comply with all material provisions of the Development Agreement applicable to Developer, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Development Agreement to be an event of default by Developer or, with the passage of time or the giving of notice, or both, would constitute an event of default on the part of Developer under the Development Agreement.

Section 3.7. Payment of Expenses of Issuance of Series 20__A Bonds. Developer agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the City and the Trustee in connection with or as an incident to the issuance and sale of the Series 20__A Bonds. Pursuant to Section 4.03 of the Indenture, the City has authorized the use of certain proceeds of the Series 20__A Bonds to defray the Developer's obligations under this Section.

Section 3.8. Funding of Indenture Funds; Investments. The City shall deposit with the Trustee all proceeds from the sale of the Series 20__A Bonds in the manner specified in Section 3.01 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Section 3.01 of the Indenture.

Developer and the City agree that all moneys in any Fund established by the Indenture may, at the written direction of the City, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. The Trustee shall not be liable or responsible for any loss resulting from

any such investment. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture.

Although the City and Developer each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City and Developer hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.9. Property Taxes. (a) As long as the Series 20__A Bonds are outstanding, Developer covenants to pay all property tax bills for the Project before the tax bills are delinquent and that it will not contest or appeal any property tax assessments for the Project while the Series 20__A Bonds are outstanding.

Section 3.10. [RESERVED].

Section 3.11. Completion of Project. (a) Developer agrees that it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project, to the extent permitted by law, which is expected within [twenty-four (24) months] after commencement of construction.

In the event the moneys in the Project Fund should not be sufficient to pay in full the costs to be paid therefrom, Developer agrees, for the benefit of the City and the Bondholders and in order to fulfill the purposes of the Act, to complete the construction of the Project and to pay that portion of the costs therefor as may be in excess of the moneys available therefor in the Project Fund. The City does not make any warranty, either express or implied, that the moneys, which will be paid into the Project Fund and which under the provisions of this Financing Agreement will be available for payment of the costs of the construction of the Project, will be sufficient to pay all Improvement Costs which will be incurred in connection with the Project. Developer shall not be entitled to any reimbursement from the City, the Trustee, or the holders of any of the Series 20__A Bonds should the Developer pay any Improvement Costs after exhaustion of moneys in the Project Fund, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder.

(a) The City has, in the Indenture, authorized and directed Trustee to make payments from the Project Fund to pay the Improvement Costs, or to reimburse Developer for any costs of construction paid by it. Developer agrees to direct such requisitions to Trustee as may be necessary to effect payments out of the Project Fund in accordance with this Section 3.11.

(b) The completion date of the Project shall be evidenced to Trustee and City by a certificate signed by an authorized representative of Developer in compliance with Section 4.03(e) of the Indenture stating that, except for amounts retained by Trustee at Developer's direction for any Improvement Costs not then due and payable or being contested in good faith, (i) the construction of the Project has been completed and any and all labor, services, materials

and supplies used in such construction have been paid for and (ii) all other items necessary in connection with the Project have been constructed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, Trustee shall in accordance with Article IV of the Indenture transfer all moneys then in the Project Fund to the Bond Fund for redemption of the Series 20__A Bonds as provided in Section 4.03 of the Indenture, except any amount retained as aforesaid by Trustee for any costs of construction.

Section 3.12. Sale, Substitution, or Lease of Facilities. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of this Section 3.12. The Developer may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Developer from liability from all payments due under this Financing Agreement and the performance of all of the other obligations of this Financing Agreement, except as permitted by Section 3.3 hereof, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Developer herein and be bound by all of the agreements of the Developer contained in this Financing Agreement to the same extent as if the transferee had originally executed this Financing Agreement.

(End of Article III)

ARTICLE IV.

APPLICATION OF SERIES 20__A BOND PROCEEDS

Section 4.1. Use of Series 20__A Bond Proceeds by City. Concurrently with the execution and delivery hereof, the City is issuing the Series 20__A Bonds and is depositing the proceeds from the sale thereof with the Trustee for the use of the Company by making the deposits and payments specified in Sections 3.01 and 4.03 of the Indenture; provided such proceeds shall be used solely in connection with the development of the Project and advanced and used solely in accordance with the terms of the Development Agreement, this Financing Agreement and the Indenture.

Section 4.2. Use of Pledged Tax Increment and RIF.

(a) Upon payment of the Costs of Issuance pursuant to Section 3.01 and 4.03(a) of the Indenture and upon receipt of the Disbursement Request of the Company, as approved in writing by the City, pursuant to Section 4.03(c) of the Indenture, the Trustee shall distribute, or be deemed to have distributed, sums for Improvement Costs as those costs are incurred until the Trustee has distributed, or been deemed to have distributed, in the aggregate total amount up to Eight Million Eight Hundred Thousand Dollars (\$8,800,000), to be reduced by the application of RIF during the Project construction period. All of the foregoing is for the benefit of the holders of the Series 20__A Bonds, to the end that industry and the economy may be diversified and job opportunities promoted and retained, and to secure the Series 20__A Bonds by pledging the Pledged Tax Increment [,Taxpayer Payments] and available RIF to the Trustee.

(b) To the extent RIF is available during the Project construction period, Developer and City shall deposit RIF in the Construction Account created under Section 4.03 of the Indenture to pay Improvement Costs during the period of construction thereby reducing the final principal amount of the Series 20__A Bonds. Thereafter, available RIF shall be deposited with the Trustee in the Bond Fund created under Section 4.02 of the Indenture and used to redeem the principal balance as further described in Section 4.04(b) of the Indenture. Under no circumstances shall total Improvement Costs exceed \$8,800,000 regardless of the application of RIF during the period of construction.

(c) The City covenants that it will timely pay, or cause the Redevelopment Commission to timely pay, the Pledged Tax Increment [,Taxpayer Payments] and RIF to the Trustee as provided in Section 4.04(a) of the Indenture, provided that the City shall have no other obligation with respect to the Series 20__A Bonds other than as set forth in this Financing Agreement, the Development Agreement or the Indenture.

(d) The City covenants to apply the Pledged Tax Increment [and Taxpayer Payments] in the following order of priority: (i) *first*, to pay current principal and interest on the Series 20__A Bonds, (ii) *second*, to pay current principal and interest on the Series 20__B Bonds, junior and subordinate to the Series 20__A Bonds, (iii) *third*, to pay overdue principal and interest, if any, due on the Series 20__A Bonds and, next, on the Series 20__B Bonds, for which the Pledged Tax Increment were insufficient at the time such amounts were then due, and (iv)

fourth, to provide for a Debt Service Coverage Ratio up to 1.5x on each January 15th to be held under the Trust Indenture for the purpose of redeeming outstanding Series 20__A Bonds, in whole or in part, in the manner provided for in Section 5.01 Trust Indenture.

(e) The Debt Service Coverage Ratio shall be calculated by the City prior January 15th during the term the Series 20__A Bonds are outstanding. Pledged Tax Increment in excess of the Debt Service Coverage Ratio shall remain in the “allocation fund” created under Indiana Code 36-7-14-39 for the Allocation Area, and may be used by the Redevelopment Commission for any permitted use under Indiana Code 36-7-14 and Indiana Code 36-7-25.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder: failure of Developer to observe and perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to Developer, unless the City shall have consented thereto in writing;

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Developer or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for thirty days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(ii) the commencement by Developer of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Developer or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of Developer generally to pay its debts as such debts become due, or the taking of corporate action by Developer in furtherance of any of the foregoing; or

(iii) Any event of default under Section 7.01 of the Indenture.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the City pursuant to the Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in, this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all costs incurred by the Trustee and the City under this Article shall be paid to the City and the Trustee by Developer on demand.

(ii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, Developer will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to Developer. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. [RESERVED]. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.4. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, Developer will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Financing Agreement; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.5 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Financing Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Series 20__A Bonds, this Financing Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the City, the Westfield Economic Development Commission, or the Redevelopment Commission or of any officer or employee of the City, the Westfield Economic Development Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the City, the Westfield Economic Development Commission, the Redevelopment Commission, nor any officer or employee of the City executing the Series 20__A Bonds shall be liable personally on the Series 20__A Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__A Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 7.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, Developer and the City may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DISCHARGE OF FINANCING AGREEMENT

Section 8.1. Defeasance. If provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, this Financing Agreement, and the covenants of Developer contained herein, shall be discharged and the Trustee in such case on demand of Developer and at its cost and expense, shall execute and deliver to Developer a proper instrument or proper instruments acknowledging the satisfaction and termination of this Financing Agreement.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, and their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.Limitation on Interest. No provisions of this Financing Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein, or shall be adjudicated to be so provided for herein, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Financing Agreement inconsistent with this provision.

Section 9.2. Addresses for Notice and Demand. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The City, the Developer, the Trustee and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the City:

City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46204
Attn: Clerk-Treasurer

With a copy to

Krieg DeVault LLP

Carmel, Indiana
Attn: Public Finance Group

To Developer: Wheeler Landing I, LLC

_____, Indiana _____

Attn: _____

With a copy to:

To the Trustee: [Trustee]

_____, _____

Attn: Corporation Trust Department

Section 9.3. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of Developer, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, Developer may not assign its rights or obligations under this Financing Agreement without the consent of the City, which may be withheld in its absolute discretion, unless Section 3.3 of this Financing Agreement has been complied with.

Section 9.4. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.5. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.(End of Article IX)

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

WHEELER LANDING I, LLC,
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

TRUST INDENTURE

BETWEEN

CITY OF WESTFIELD, INDIANA

AND

_____,
As Trustee

[\$2,750,000]

CITY OF WESTFIELD, INDIANA

TAXABLE ECONOMIC DEVELOPMENT SUBORDINATE TAX INCREMENT REVENUE
BONDS, SERIES 20__ B (WHEELER LANDING PROJECT)

Dated as of _____ 1, 20__

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TRUST INDENTURE

This TRUST INDENTURE dated as of the first day of _____, 20____, by and between the CITY OF WESTFIELD, INDIANA ("City"), a municipal corporation duly organized and existing under the laws of the State of Indiana and _____, with a corporate trust office in the City of Indianapolis, Indiana as Trustee ("Trustee");

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, -12, -14 and -25 (collectively, "Act"), authorize and empower the City to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing economic development facilities and vests such City with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, in accordance with the provisions of the Act, the City has induced [J.C. Hart Company] ("Borrower"), to proceed with the financing of the construction of certain economic development facilities, consisting of the construction of an approximate 214 luxury apartment home on six acres, together with all necessary appurtenances, related improvements and equipment (collectively "Project"), in or physically connected to the Wheeler Landing Allocation Area in the Wheeler Landing Economic Development Area, as established by the Westfield Redevelopment Commission (the "Redevelopment Commission"), by offering to issue its Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) in the principal amount not to exceed \$2,750,000 ("Series 20__B Bonds"), pursuant to this Trust Indenture and to lend the proceeds thereof to the Borrower pursuant to the Financing and Loan Agreement, dated as of _____ 1, 20____, between the City and the Borrower ("Financing and Loan Agreement") for the purpose of paying costs of the Project, capitalized interest, if any, and issuance expenses;

WHEREAS, after giving notice in accordance with the Act and Indiana Code 5-3-1-4, the Westfield Economic Commission held a public hearing, and upon finding that the Project and the proposed financing thereof will create additional employment opportunities in the City; benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, the City adopted an ordinance approving the proposed financing;

WHEREAS, Indiana Code 36-7-14 provides that a redevelopment commission of a municipality may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 20__B Bonds; and

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

WHEREAS, the Financing and Loan Agreement provides for the use of the proceeds of the Bonds by the Borrower to pay or reimburse the Borrower for a portion of the costs of the construction and equipping of the Project, and, pursuant to this Indenture, the City will assign certain of its rights under the Financing and Loan Agreement to the Trustee; and

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

WHEREAS, the Westfield Redevelopment Commission ("Redevelopment Commission") has, by resolution, irrevocably dedicated and pledged to the City the Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds (as defined in this Indenture) [and Taxpayer Payments, junior and subordinate to the Series 20__A Bonds] to offset the loan repayment by the Borrower used to pay the debt service on the Series 20__B Bonds; and

WHEREAS, the Financing and Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 20__B Bonds [to the extent that Pledged Tax Increment are not sufficient][solely from Pledged Tax Increment,] junior and subordinate to the Series 20__A Bonds [and the Taxpayer Payments, junior and subordinate to the Series 20__A Bonds], and further provides for the Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 20__B ("Series 20__B Note") in substantially the form attached thereto as "Exhibit A;" and

WHEREAS, pursuant to this Indenture, the City will endorse the Series 20__B Note without recourse and assign certain of its rights under the Financing and Loan Agreement as security for the Series 20__B Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 20__B Note, after taking into account Pledged Tax Increment, if any, and any other Notes issued under the Financing and Loan Agreement except to the extent paid out of Bond proceeds; and

WHEREAS, the Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be substantially in the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 20__B Bonds)

NO. ____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA

TAXABLE ECONOMIC DEVELOPMENT SUBORDINATE TAX INCREMENT REVENUE
BONDS, SERIES 20__B (WHEELER LANDING PROJECT)

INTEREST RATE	MATURITY DATE	ORIGINAL DATE	AUTHENTICATION DATE
____%	____, 20__	____, 20__	____, 20__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of Westfield, Indiana ("City"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from payments on the Series 20__B Note and Pledged Tax Increment (each as defined in the hereinafter defined Indenture), junior and subordinate to the Series 20__A Bonds, [and the Taxpayer Payments, junior and subordinate to the Series 20__A Bonds] hereinafter referred to, pledged and assigned for the payment hereof, [the Principal Amount set forth above on the Maturity Date set forth above] [February 1 and August 1 on the dates and in the amounts as set forth on Exhibit A attached hereto] [, or so much of the Principal Amount as shall have been advanced], unless this Series 20__B Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount thereon in like money, but solely from those payments, at the Interest Rate specified above per annum payable on [August] [February] 1, 20__, and on each August 1 and February 1 thereafter (each an "Interest Payment Date") until the Principal Amount is paid in full. Interest on this Series 20__B Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof ("Interest Date"), unless this Series 20__B Bond is authenticated on or prior to _____ 15, 20__, the Interest Date shall be the Original Issue Date specified above, or if this Series 20__B Bond is authenticated after the fifteenth day of the month preceding an Interest Payment Date ("Record Date"), the Interest Date shall be such Interest Payment Date.

The principal of and premium on, if any, this Series 20__B Bond are payable at the corporate trust operations office of _____, as Trustee, located in _____, _____ or at the payment office of any successor trustee or paying agent. All payments of interest hereon will be made by the Trustee by check mailed one Business Day prior to each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date.

This Series 20__B Bond is the only one of an authorized issue of bonds of the City designated as the Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) ("Series 20__B Bonds") which is being issued under the hereinafter described Indenture in the aggregate principal amount of \$2,750,000. The Series 20__B Bonds are being issued for the purpose of providing funds to finance the construction of certain economic development facilities consisting of the construction of an approximate 214 luxury apartment home on six acres, together with all necessary appurtenances, related improvements and equipment, capitalized interest, if any, and cost of issuance of the proposed financing (collectively "Project"), in or physically connected to the Wheeler Landing Allocation Area in the City, by providing such funds to the Borrower pursuant to the Financing and Loan Agreement dated as of _____ 1, 20__ ("Financing and Loan Agreement") between the Borrower and the City which prescribes the terms and conditions under which the Borrower shall repay such loan and pursuant to which the Borrower will execute and deliver to the City its Note,

Series 20__ (“Series 20__ B Note”) in a principal amount equal to the principal amount of such Series 20__ B Bonds in order to evidence such loan.

The Series 20__ B Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____, 20__ (“Indenture”) duly executed and delivered by the City to _____, as Trustee (the term Trustee” where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Pledged Tax Increment, junior an subordinate to the Series 20__ A Bonds (as defined in the Indenture) [, and the Taxpayer Payments, junior and subordinate to the Series 20__ A Bonds] and the Series 20__ B Note and all rights of the City under the Financing and Loan Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Financing and Loan Agreement, are pledged and assigned by the City to the Trustee as security for the Series 20__ B Bonds. THE OWNER OF THIS SERIES 20__ B BOND, BY ACCEPTANCE OF THIS SERIES 20__ B BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 20__ B BOND AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.
2. It is familiar with the City, the Westfield Redevelopment Commission (“Redevelopment Commission”) and the Westfield Redevelopment District (“District”); it has received such information concerning the City, the Redevelopment Commission, the District, the Series 20__ B Bonds and the Pledged Tax Increment, junior and subordinate to the Series 20__ A Bonds, [and the Taxpayer Payments, junior and subordinate to the Series 20__ A Bonds] in connection with investment in the Series 20__ B Bonds. It has received, read and had an opportunity to comment upon copies of the Indenture and the Financing and Loan Agreement. Prior to the purchase of the Series 20__ B Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the City concerning the terms and conditions of the Series 20__ B Bonds, the tax status of the Series 20__ B Bonds, the Circuit Breaker (as hereinafter defined), legal opinions and enforceability of remedies, and the security therefor, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the City possesses such information or can acquire it without unreasonable effort or expense. We are not relying on Krieg DeVault LLP or O.W. Krohn & Associates, LLP for information concerning the financial status of the City or the financial ability of the City to honor its financial obligations or other covenants under the Bonds, the Indenture or the Financing Agreement. We understand that the projection of Pledged Tax Increment prepared in connection with the issuance of the Bonds has been based on estimates of the investment in real property provided by the Developer (as defined in the Indenture).
3. It understands that the collection by the City or the Redevelopment Commission of the Pledged Tax Increment may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property (“Circuit Breaker”). It further understands that the City does not have the authority to levy a tax to pay debt service on the Series 20__ B Bonds.
4. It is acquiring the Series 20__ B Bonds for its own account with no present intent to resell; and will not sell the Series 20__ B Bonds without prior compliance with applicable

registration and disclosure requirements of state and federal securities laws; it does have the present intent to collaterally assign the Series 20__B Bonds to a financial institution (“Lender”) as collateral on a loan and it reasonably believes the Lender is a bank as defined in Section (3)(a)(2) of the Securities Act of 1933, as amended.

5. It has investigated the security for the Series 20__B Bonds, including the availability of Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds [and the Taxpayer Payments, junior and subordinate to the Series 20__A Bonds] to its satisfaction, and it understands that the Series 20__B Bonds are payable from loan repayments from the Borrower under the Financing and Loan Agreement, offset by available Pledged Tax Increment, if any.

6. It understands that interest on the Series 20__B Bonds is taxable for federal income tax purposes.

The Series 20__B Bonds are issuable in registered form in the denominations of \$100,000 and integral multiples of [\$1,000] [\$5,000] in excess thereof as fully registered Bonds. This Series 20__B Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the payment office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 20__B Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

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

If sufficient funds are on deposit in the Bond Fund pursuant to Section 5.1(a) of the Indenture or Sections 4.1 and 4.2 of the Financing and Loan Agreement, the Series 20__B Bonds are subject to redemption in full, at the option of the City, on any date on fifteen (15) days’ notice, at face value, with no premium, plus accrued interest to the date of maturity.

[The Series 20__B Bonds maturing on [February] [August] 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, on the dates and in the amounts set forth below:

20__ Term Bond

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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*Final Maturity]

If the Series 20__B Bonds are called for redemption as aforesaid, notice thereof identifying the Series 20__B Bonds to be redeemed will be given by mailing a copy of the

redemption notice by first class mail not less than fifteen (15) days' prior to the date fixed for redemption to the Registered Owner of the Series 20__B Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 20__B Bond, shall not affect the validity of any proceedings for the redemption of other Series 20__B Bonds.

All Series 20__B Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 20__B Bond is transferable by the Registered Owner hereof at the payment office of the Trustee upon surrender and cancellation of this Series 20__B Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 20__B Bond or Series 20__B Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 20__B Bonds and the interest payable thereon, do not and shall not represent or constitute a debt of the City within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City. The Series 20__B Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture, the Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds (as defined in the Indenture) [Taxpayer Payments, junior and subordinate to the Series 20__A Bonds] and the payments to be made on the Series 20__B Note issued under the Financing and Loan Agreement, pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the City, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or the interest on this Series 20__B Bond. The Series 20__B Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, or premium, if any, or interest on the Series 20__B Bonds. No covenant or agreement contained in the Series 20__B Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Westfield Economic Development Commission ("Commission") or the City in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the City shall be liable personally on the Series 20__B Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__B Bonds.

The holder of this Series 20__B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the

Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The City's obligation to pay Pledged Tax Increment shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 20__B Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 20__B Bond have been duly authorized by the City.

This Series 20__B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused this Series 20__B Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer.

CITY OF WESTFIELD, INDIANA

Mayor

(Seal)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 20__B Bond is one of the Series 20__B Bonds described in the within mentioned Trust Indenture.

_____, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address)

the within Series 20__B Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 20__B Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

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

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 20__B Bond in every particular, without alteration or enlargement or any change whatever.

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

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

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common

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

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

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Series 20__B Bonds, junior and subordinate to the Series 20__A Bonds, to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the

covenants and conditions herein and in the Series 20__B Bonds contained, and in order to declare the terms and conditions upon which the Series 20__B Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Series 20__B Bonds by the holders or obligees thereof, the City has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

The Series 20__B Note, which has been endorsed by the City to the order of the Trustee and pledged by the City to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby;

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

DIVISION II

All right, title and interest of the City in and to the Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds (as defined in the Indenture) [and the Taxpayer Payments] (such pledge[s] to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing and Loan Agreement (except the rights reserved to the City) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Series 20__B Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, if any, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Series 20__B Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Series 20__B Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

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

“Allocation Area” means the Wheeler Landing Allocation Area within the Area as established by the Redevelopment Commission pursuant to the Declaratory Resolution in accordance with Indiana Code 36-7-14, for the purpose of capturing Tax Increment.

“Allocation Fund” means the Wheeler Landing Allocation Fund established under Indiana Code 36-7-14 for the Tax Increment collected in the Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Series 20__B Bonds or the Project.

“Area” means the Wheeler Landing Economic Development Area.

“Authorized Representative” means: (i) as to the Borrower means any officer of the Borrower or any other person certified by an officer of the Borrower to be such, and shall serve as Authorized Representative for the Borrower; and (ii) as to the City means Executive Director of the Redevelopment Commission or an appointee of the Mayor (or such other officer as the Mayor shall notify the Developer and the Trustee in writing as being an Authorized Representative, with evidence of such authority).

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

“Bond Fund” means the fund established pursuant to Section 4.2.

“Bond Issuance Costs,” means the costs, fees and expenses incurred or to be incurred by the City and the Redevelopment Commission in connection with the issuance and sale of the Series 20__B Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the fees and disbursements of the City or Redevelopment Commission’s financial advisor, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the City, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants, the fees and disbursements of counsel to the City and the Redevelopment Commission, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the Series 20__B Bonds and the documentation supporting the issuance of the Series 20__B Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred.

“Bond Purchaser” means _____ duly organized, existing and authorized to do business under the laws of the State of Indiana.

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 20__B Bonds.

“Borrower” means _____, an Indiana [limited liability company] [corporation] duly organized, existing and authorized to do business under the laws of the State of Indiana, or any successors thereto permitted under Section 3.3 of the Financing and Loan Agreement.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York or the city in which the designated corporate trust office of the Trustee is required or authorized by law to be closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System is not operational.

“Costs of Construction” means the categorical costs of providing for an “economic development project” as defined and set forth in the Act as follows:

- (i) the Bond Issuance Costs;
- (ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;
- (iii) all costs and expenses which City or Borrower shall be required to pay (including costs and expenses for architectural and engineering, development, consultant and legal services) for or in connection with the development, acquisition, materials, equipment, rehabilitation and construction (including demolition in preparation for such rehabilitation and/or construction) of the Project; and
- (iv) any sums required to reimburse City, Redevelopment Commission or Borrower for advances made by either of them subsequent to the date of inducement by the City for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

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

“Financing and Loan Agreement” means the Financing and Loan Agreement, dated as of _____ 1, 20__, between the Borrower and the City and all amendments and supplements thereto.

“Governmental Obligations” means direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

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

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

“Note” or “Notes” shall have the meaning assigned in the Financing and Loan Agreement.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption as permitted by this Indenture prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be (and are permitted by this Indenture to be) redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means _____, and any successor paying agent or co-paying agent.

“Pledge Resolution” means Resolution No. ____ Redevelopment Commission adopted by the Redevelopment Commission on _____, 20__ pledging Tax Increment to the payment of debt service on the Series 20__B Bonds, junior and subordinate to the Series 20__A Bonds.

“Pledged Tax Increment” means the Tax Increment, less Annual Fees, pledged to the City under the Pledge Resolution for the payment of principal and interest on the Series B Bonds, junior and subordinate to the Series A Bonds.

“Project” means the construction approximately 214 luxury apartments on six acres, offering a mix of one, two and three bedrooms including structured parking and a clubhouse, in or physically connected to the Allocation Area.

“Qualified Investments” shall have the meaning assigned in the Financing and Loan Agreement.

“Redevelopment Commission” means the Westfield Redevelopment Commission.

“Requisite Bondholders” means the holders, in the aggregate, of 75% of the principal amount of Bonds.

“Series 20__A Bonds” means the Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project), dated ____, 20__, in the aggregate principal amount not to exceed \$8,800,000.

“Series 20__B Bonds” or “Bonds” means the Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) to be issued by the City under the Indenture in the aggregate principal amount not to exceed \$2,750,000. For purposes of this Financing and Loan Agreement, the Series 20__B Bonds also shall include any “Additional Bonds” issued pursuant to the Indenture.

“Series 20__B Note” means the Series 20__B Note of the Borrower in the aggregate principal amount of \$2,750,000 in substantially the form attached hereto as Exhibit A which will be issued and delivered by the Borrower to the City to evidence the loan of the proceeds of the Series 20__B Bonds and any Note issued in exchange therefor pursuant to Section 3.8 hereof.

[“Taxpayer Agreement” means _____.]

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property and depreciable personal property of designated taxpayers in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1) and deposited in the Allocation Fund under Indiana Code 36-7-14-39(b)(3), as such statutory provisions exists on the date of the issuance of the Series 20__B Bonds.

[“Taxpayer Payments” means the payments due from _____ pursuant to the Taxpayer Agreement.]

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

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean _____.

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

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

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

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

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

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

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

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

Exhibit A: Costs of Issuance

Exhibit B: Disbursement Request

(End of Article I)

ARTICLE II.

THE SERIES 20__B BONDS

Section 2.1. Authorized Amount of Series 20__B Bonds. No Series 20__B Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The aggregate principal amount of the Series 20__B Bonds (other than Series 20__B Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$2,750,000.

Section 2.2. Issuance of Series 20__B Bonds. The Series 20__B Bonds shall be designated “City of Westfield, Indiana Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project).” The Series 20__B Bonds shall be originally issuable as fully registered Series 20__B Bonds in denominations of \$100,000 and integral multiples of [\$1,000] [\$5,000] in excess thereof and shall be lettered and numbered R-1 and upward.

The Series 20__B Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

[The Series 20__B Bonds shall mature on [February 1] [August 1], 20__ as a term bond to be redeemed on the dates in the amounts and at the per annum interest rate of ____ and 00/100 percent (____.00%) as set forth in Section 5.1(b) herein.]

So long as the Series 20__B Bonds are held by the Bond Purchaser, no presentation of the Bonds is required for such payments to be made to the Bond Purchaser, except that upon final payment or redemption in full, the Series 20__B Bonds shall be returned to the trustee for destruction.

Section 2.3. Payment on Series 20__B Bonds. The principal of and interest on the Series 20__B Bonds shall be payable in any coin or currency of the United States of America which, at the dates of payment thereof, is legal tender for the payment of public and private debts. The final payment on the Series 20__B Bonds shall be payable at the payment office of the Trustee. All payments of the interest on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the Registered Owner thereof as of the Record Date and shall be paid by check or other draft of the Trustee mailed to the Registered Owner at such Owner’s address as it appears on such registration books or at such other address as is furnished the Trustee in writing by such holder. Upon the written request of a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds Outstanding, delivered to the Trustee at least 30 days prior to an interest payment date, all payments of principal and interest on such Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner in its request, which request shall remain in effect until revoked. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial

institutions are not open for business, the wire transfer shall be made on the next succeeding Business Day. The Trustee shall wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City Time), so long as sufficient funds have been collected and are on deposit with the Trustee in a timely manner for such purpose. Notwithstanding anything contained herein, the bond shall only need to be presented for payment upon final maturity or redemption in full.

Section 2.4. Execution; Limited Obligation. The Series 20__B Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Mayor, and attested with the manual or the facsimile signature of its Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the City. Such facsimiles shall have the same force and effect as if such officer had manually signed the Series 20__B Bonds. If any officer whose signature or facsimile signature shall appear on the Series 20__B Bonds shall cease to be such officer before the delivery of such Series 20__B Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Series 20__B Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the City, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana or any political subdivision or taxing authority thereof. The Series 20__B Bonds, as to both principal and interest are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the City and are payable solely and only from the Trust Estate. Neither the faith and credit nor the taxing power of the City, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or the interest on the Series 20__B Bond. The Series 20__B Bonds do not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, or premium, if any, or interest on the Series 20__B Bonds, other than the Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds [and Taxpayer Payments, junior and subordinate to the Series 20__A Bonds]. No covenant or agreement contained in the Series 20__B Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Westfield Economic Development Commission ("Commission") or the City in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the City shall be liable personally on the Series 20__B Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__B Bonds.

Section 2.5. Authentication. No Series 20__B Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 20__B Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Series 20__B Bond shall be conclusive evidence that such Series 20__B Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication

on the Series 20__B Bonds shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 20__B Bonds issued hereunder.

Section 2.6. Form of Series 20__B Bonds. The Series 20__B Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 20__B Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee the Series 20__B Bonds in the aggregate principal amount of \$2,750,000. The Trustee shall authenticate the Series 20__B Bonds and deliver them to the purchasers thereof upon receipt of:

(i) A copy, duly certified by the Clerk-Treasurer of the City, of the ordinance adopted and approved by the City authorizing the execution and delivery of the Financing and Loan Agreement and this Indenture and the issuance of the Series 20__B Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution.

(iii) Executed counterparts of the Financing and Loan Agreement and Indenture.

(iv) The Series 20__B Note in the same principal amount as the principal amount of the Series 20__B Bonds, duly executed by the Borrower and endorsed by the City to the order of the Trustee.

(v) A written request of the City to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 20__B Bonds in the principal amount of \$_____, to the purchasers thereof.

The proceeds of the Series 20__B Bonds shall be paid over to the Trustee and deposited as hereinafter provided under Section 3.1 hereof.

Section 2.8. RESERVED.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Series 20__B Bonds. If any Series 20__B Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Series 20__B Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 20__B Bond, such mutilated Series 20__B Bond shall first be surrendered to the City, and in the case of any lost, stolen or destroyed Series 20__B Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 20__B Bond shall have matured, instead of issuing a duplicate Series 20__B Bond the City may pay the same without surrender thereof; provided, however, that in the

case of a lost, stolen or destroyed Series 20__B Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 20__B Bond with their reasonable fees and expenses in this connection. Any Series 20__B Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 20__B Bonds in respect of which it was issued and an original additional contractual obligation of the City.

Section 2.10. Registration and Exchange of Series 20__B Bonds; Persons Treated as Owners. The City shall cause books for the registration and for the transfer of the Series 20__B Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the City. Upon surrender for transfer of any fully registered Series 20__B Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 20__B Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the City of any fully registered Series 20__B Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 20__B Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 20__B Bond during the period between the Record Date and any interest payment date of such Series 20__B Bond, if any, nor to transfer or exchange any Series 20__B Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 20__B Bonds.

As to any fully registered Series 20__B Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 20__B Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 20__B BOND PROCEEDS

Section 3.1. Deposit of Funds. The City shall deposit with Trustee in the Construction Account [Capitalized Interest Account] of the Construction Fund \$_____ of the proceeds from the sale of the Series 20__B Bonds. \$_____ of the proceeds from the sale of the Series 20__B Bonds shall be deposited in the Bond Issuance Expense Account of the Construction Fund and used to pay Bond Issuance Costs pursuant to Section 4.3(b) of the Indenture. The proceeds of the Series 20__B Bonds shall be paid out immediately following closing or from time to time upon submission to the Trustee of a written request for funds by the Authorized Representative of the Borrower. Such requisition shall be substantially in the form attached hereto as Exhibit B.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the City hereunder are not general obligations of the City but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the City or of any member, director, officer, agent, attorney or employee of the City in his or her individual capacity, and neither the City nor any member, director, officer, agent, attorney, or employee of the City executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. (a) The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

(b) In addition, there shall be deposited in the Bond Fund, as and when received, (a) Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds, in an amount not to exceed the combined principal payments and interest payments due on the Series 20__B Bonds on the next February 1 or August 1, plus Annual Fees of the Trustee coming due within the next (6) months; (b) all payments received pursuant to the Notes; (c) all payments specified in Section 3.2 of the Financing and Loan Agreement; (d) [Taxpayer Payments, junior and subordinate to the Series 20__A Bonds]; (e) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (f) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing and Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. Subject to the funding source limitations in this Indenture and the final maturity date of the Bonds, the City hereby covenants and agrees that it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, sufficient sums from revenues and receipts derived from the Pledged Tax Increment, junior and subordinate to the Series 20__A Bonds, [Taxpayer Payments, junior and subordinate to the Series 20__A Bonds,] the Notes, the Financing and Loan Agreement and Series 20__B Bonds, promptly to meet and pay the principal of, premium, if any, and interest on the Series 20__B Bonds as the same become due and payable. Nothing herein should be construed as requiring City to deposit or cause to be paid to the Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Pledged Tax Increment, [Taxpayer Payments,] Notes, Financing and Loan Agreement and proceeds from the Series 20__B Bonds.

(c) The Clerk-Treasurer of the City shall set aside immediately upon receipt, the Tax Increment [and Taxpayer Payments] in the Allocation Fund and, on or before the first to occur of the next January 15 or July 15, shall deposit or cause to be delivered to the Trustee, the Pledged Tax Increment [and Taxpayer Payments] for deposit into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5. Moneys in the Bond Fund shall be used by the Trustee to pay interest and principal on the Bonds as they become due at maturity or redemption,

together with the Annual Fees described above in subsection (b). [Taxpayer Payments shall be applied to the payment of debt service due on the Bonds on the next payment date.]

(d) [After making the required deposits under subsection (b), on each January 15 and July 15, there shall be deposited in the Bond Fund, to the extent available after payment of debt service on the Series 20__A Bonds, any remaining Pledged Tax Increment in an amount sufficient to satisfy all shortfall obligations due to the Borrower pursuant to Section 11.13 of this Indenture and applied by the Trustee to pay any overdue principal and interest, if any, for which the Pledged Tax Increment [and Taxpayer Payments] were insufficient at the time such amounts were due, with interest continuing to accrue on such overdue amounts at the stated rate.]

Section 4.3. Construction Fund. The City shall establish with the Trustee a separate fund to be known as the Construction Fund, consisting of the Bond Issuance Expense Account [, the Capitalized Interest Account] and the Construction Account, to the credit of which the deposits are to be made as required by Section 3.1 hereof.

(a) On the date of issuance of the Series 20__B Bonds, the City shall deposit from the proceeds of the Series 20__B Bonds \$_____ in the Construction Account of the Construction Fund [and \$_____ in the Capitalized Interest Account of the Construction Fund to pay capitalized interest through and including [February] [August] 1, 20__].

(b) On the date of issuance of the Series 20__B Bonds, the City shall deposit \$_____ from the sale of the Series 20__B Bonds into the Bond Issuance Expense Account of the Construction Fund to pay Bond Issuance Costs. The Bond Issuance Costs set forth in Exhibit A shall be wire transferred at closing, or within thirty (30) days of closing, to the entities listed as authorized by the Mayor and the Clerk-Treasurer, the authorization evidenced by the execution of this Indenture. Other costs of issuance, if any, shall be paid by the Trustee upon submission of an affidavit signed by the Mayor and the Clerk-Treasurer. On _____ 1, 20__, any amounts remaining in the Bond Issuance Expense Account of the Construction Fund shall be transferred to the Construction Account of the Construction Fund and the Bond Issuance Expense Account shall be closed.

(c) Moneys held in the Construction Account representing proceeds of the sale of the Bonds shall be disbursed by the Trustee upon written request of the Borrower to the Trustee in accordance with the provisions of this Section 4.3 to pay the Cost of Construction. Subject to the provisions below and to any applicable representations, warranties and covenants contained in the Indenture or the Financing and Loan Agreement, disbursements from the Construction Fund shall be made only to pay (or to reimburse the Borrower for payment of) Costs of Construction.

Each written order shall be in substantially the form of Exhibit B attached hereto, consecutively numbered and accompanied by invoices or other documentation supporting the payments or reimbursements requested (the "Disbursement Request"). Each Disbursement Request shall be submitted to the City for review and approval prior to submitting to the Trustee for disbursement from the Construction Account. The Trustee has no duty or obligation to determine the appropriateness of any such objection and shall be fully protected in withholding any payments not approved by the City.

The Trustee shall cause to be kept and maintained accurate records pertaining to the Project Fund and all disbursements therefrom. If requested by the Developer or the City, the Trustee shall file copies of the records pertaining to the Construction Account and all disbursements from such account with the City and the Developer.

Section 4.4. Disposition of Construction Fund Moneys After Completion. If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of Section 4.3, there shall remain any balance of moneys in the Construction Fund, the Trustee shall transfer all moneys then in the Construction Fund (except moneys reserved to pay any disputed claims) to the Bond Fund. The Trustee, as directed in writing by the Borrower, shall use any amount transferred to the Bond Fund from the Series 20__B Bonds, to redeem the Series 20__B Bonds pursuant to Section 5.1 hereof at the earliest redemption date.

Section 4.5. Pledged Tax Increment. On or before each January 15 and July 15, commencing January 15, 2021, the Trustee shall deposit to the Bond Fund Pledged Tax Increment deposited with it by the City pursuant to Section 4.2(b) and (c) hereof for the principal and interest payment due on the next February 1 or August 1 (taking into consideration any amounts currently deposited therein) together with Annual Fees of the Trustee coming due within the next six (6) months. The transfers to the Bond Fund shall serve as a credit against the Borrower's obligations under the Series 20__B Note and the Financing and Loan Agreement with respect to the Series 20__B Bonds.

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

Section 4.7. Investment. Moneys on deposit in the funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) Optional Redemption. The Series 20__B Bonds are subject to optional redemption, prior to maturity, at the option of the [City][Borrower], in whole or in part, in such order of maturity at the [City] [Borrower] shall direct and by lot within maturities, on any date, upon fifteen (15) days' notice, at face value, with no premium, plus accrued interest to the date fixed for redemption.

The Series 20__B Bonds shall also be subject to optional redemption by the City, at the direction of the Borrower, upon prepayment by the Borrower of the Series 20__B Note on any date, if there shall have been deposited with the with the Trustee sufficient funds to redeem the Series 20__B Bonds in whole or in part, at 100% of the principal amount thereof, plus accrued interest to the redemption date.

(a) [Mandatory Redemption. (i) If funds are on deposit in the Bond Fund for redemption of the Series 20__B Bonds pursuant to Section 4.1 of the Loan Agreement, the Series 20__B Bonds shall be subject to redemption by the Issuer on any date, in whole or in part (in inverse order of maturity), at 100% of the principal amount thereof plus accrued interest to the redemption date and without premium.

(ii) The Series 20__B Bonds maturing on [February] [August] 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest on the dates and in the amounts set forth below:

August 1, 20__ Term Bond

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
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*Final Maturity]

Section 5.2. Notice of Redemption. In the case of redemption of Series 20__B Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 20__B Bonds, shall be given by mailing a copy of the redemption notice by first class mail not less than fifteen (15) days prior to the date fixed for redemption to the Registered Owner of each Series 20__B Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, the redemption date, redemption price, interest rate, if any, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 20__B Bond shall not affect the validity of any proceedings for the redemption of other Series 20__B Bonds.

So long as the redemption date specified in the aforesaid is permitted pursuant to Section 5.1 on and after the redemption date specified in the aforesaid notice, such Series 20__B Bonds, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon, if any, to the date fixed for redemption.

Section 5.3. Cancellation. All Series 20__B Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee and shall not be reissued in accordance with the Trustee's retention policy then in effect.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole or in part, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 20__B Bonds or portions thereof called, together with accrued interest thereon, if any, to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Series 20__B Bonds, if any, thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 20__B Bond until such Series 20__B Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 20__B Bond.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

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

Section 6.2. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, the Financing and Loan Agreement, the bond ordinance and the Pledge Resolution and in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The City represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized herein and to execute this Indenture, and to pledge and assign the Series 20__B Note, pledge the Pledged Tax Increment and assign the Financing and Loan Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the City, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The City represents that at the time of the pledge and assignment thereof it will lawfully own the Series 20__B Note and that such pledge and assignment and the assignment of the Financing and Loan Agreement to the Trustee hereby made will be valid and lawful. The City covenants that it will defend the title to the Series 20__B Note and its interest in the Financing and Loan Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Series 20__B Note, the Financing and Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, or premium, if any, and interest on the Bonds.

Section 6.4. Filing of Indenture, Financing and Loan Agreement and Security Instruments. The City, upon the written direction and at the sole expense of the Borrower, shall cause this Indenture, the Financing and Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the principal office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Borrower or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Financing and Loan Agreement. The City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City and all obligations of the Borrower under and pursuant to the Financing and Loan Agreement for and on behalf of the Bondholders, whether or not the City is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.9 of the Financing and Loan Agreement. In the absence of written direction, the Trustee shall invest such funds in the _____. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit

realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of City to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by Paying Agent to Borrower and thereafter Bondholders shall be entitled to look only to Borrower for payment, and then only to the extent of the amount so repaid, and Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as shall be directed in writing by the Requisite Bondholders. The Trustee shall be entitled to receive from the Requisite Bondholders indemnification satisfactory to it prior to taking such action, direction or consent.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an Event of Default”:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable by reason other than insufficient funds in the Trust Estate; or

(b) any “Event of Default” as defined in Section 6.1 of the Financing and Loan Agreement shall occur and be continuing; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, this Indenture, the Financing and Loan Agreement, the Pledge Resolution, the bond ordinance, or any other agreement supplemental hereof on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City and the Borrower by the Trustee; or

(d) the City shall fail to apply the funds in the Trust Estate in accordance with Article IV of this Indenture.

Section 7.2. Reserved.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an Event of Default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, and premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the City hereunder, and of the City and the Borrower under the Financing and Loan Agreement and the Notes.

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

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

(iv) No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver

of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

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

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.3 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or the City and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

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

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

Third: To the payment of the balance, if any, to the Borrower or its successors or assigns, upon the written request of the Borrower, except for any remaining Pledged Tax Increment which shall be paid to the City, or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

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

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the

enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Borrower and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

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

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

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

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

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

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

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

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

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

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

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

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

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

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) The Trustee, prior to the occurrence of an Event of Default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Borrower and/or Redevelopment Commission, as applicable, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Borrower and/or Redevelopment Commission, as applicable, whenever a person is to be added or deleted from the listing. If the Borrower and/or Redevelopment Commission, as applicable, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Borrower and the Redevelopment Commission understand and agree that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Borrower and the Redevelopment Commission shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Borrower, the Redevelopment Commission and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Borrower and/or Redevelopment Commission, as applicable. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such

Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Borrower and/or Redevelopment Commission, as applicable, agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Borrower and/or Redevelopment Commission; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(q) The Trustee shall not be accountable for Borrower's use of the proceeds from the Bonds.

(r) The Trustee may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk is not reasonably assured to it.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred.

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

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or

transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

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

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

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. If no successor Trustee shall have been so appointed and accepted appointment within sixty (60) days of such resignation, removal, incapability or the occurrence of a vacancy in the office of Trustee, in the manner herein provided, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in

writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

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

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days' written notice to the City, the Borrower and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the City and the Borrower. Any successor Paying Agent shall be appointed by the City at the direction of the Borrower and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. Subject to the last sentence of this Section, the City and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

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

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of all of the Bondholders, or (c) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) a privilege

or priority of any Bond over any other Bonds, or (f) deprive the Owners of any Bonds then Outstanding of the lien thereby created.

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

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

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AND LOAN AGREEMENT

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

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

Section 10.3. No Amendment May Alter Notes. Under no circumstances shall any amendment to the Financing and Loan Agreement alter the Notes or the payments of principal and interest thereon, without the consent of the holders of all the Bonds at the time outstanding.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the City and the Borrower under the Financing and Loan Agreement, the Notes and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Notes and deliver them to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, if any, or premium, if any, on the Bonds and except for any Pledged Tax Increment which shall be delivered to the City) when:

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the City and the Borrower shall have performed all of their covenants and promises in the Financing and Loan Agreement, the Notes and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption as permitted by this Indenture under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be. Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal of, interest of, if any, and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the City pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) redemption of such Bonds is permitted pursuant to Section 5.1. and proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Borrower shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on the Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Borrower, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

The Trustee shall be entitled to receive a verification report of an independent certified public accountant, verification agent or similar expert to the effect that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest and principal (and applicable premium) on the Bonds to redemption or maturity or an opinion of counsel to the effect that all conditions precedent to the defeasance have been complied with.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Bonds. If the Owner of any Series 20__B Bonds presents that Series 20__B Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Series 20__B Bond, the Trustee shall cancel that Series

20__B Bond and the Bondholder shall have no further claim against the Trust Estate, the City or the Borrower with respect to that Series 20__B Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Financing and Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the City, any of its members, the Borrower, or the directors, trustees, officers or members of the Borrower. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

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

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

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

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Borrower, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

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

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The City, the Borrower, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 10.4 of the Financing and Loan Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the City, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and

released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close or a day on which the Federal Reserve Bank is closed, then payment of interest or principal may be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 11.13. Shortfall of Pledged Tax Increment. Notwithstanding any other provision of this Indenture, any portion of the principal or interest due on the Series 20__B Bonds that remains unpaid due to a shortfall in Pledged Tax Increment shall continue to be due and owing to the Bondholder as provided in Section 2.1(d) and 3.2(d) of the Financing and Loan Agreement until the earlier of: (i) payment in full by the City; or (ii) the final maturity of the Series 20__B Bonds ([February] [August] 1, 20__.

(End of Article XI)

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

CITY OF WESTFIELD, INDIANA

Mayor

Attest:

Clerk-Treasurer

SEAL

_____,
as Trustee

By: _____
(Written Signature)

(Printed Signature)

This instrument prepared by M. Catherine Fanello, Krieg DeVault LLP, 12800 N. Meridian St., Suite 300, Carmel, Indiana 46032.

EXHIBIT A

COSTS OF ISSUANCE TO BE PAID AT CLOSING

EXHIBIT B
WRITTEN REQUEST

NO. 1

[TRUSTEE]
Indianapolis, Indiana

Re: City of Westfield, Indiana
Taxable Economic Development Subordinate Tax Increment Revenue Bonds,
Series 20__B (Wheeler Landing Project) ("Bonds")

Dear Corporate Trust Department:

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.3(c) of that certain Trust Indenture dated as of _____ 1, 20____ ("Indenture"), between the City of Westfield, Indiana ("City") and _____, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

_____ ("Borrower"), hereby requests that the Trustee pay to the Borrower from funds held in the Construction Account the amount specified in paragraph (b) below. In support of this Written Request, the Borrower states as follows:

- (a) This Written Request is requisition number one (1);
- (b) The aggregate amount of costs to be paid or reimbursed is \$ _____;
- (c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;
- (d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to [list the various components of the Project to which such costs relate; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Project after payment of such costs; indicate the person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s)];
- (e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(f) No part of the said costs of the Borrower Projects was included in any Written Request previously filed with the Trustee under the provisions of Section 4.3(c) of the Indenture;

(g) The costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Series 20__B Bonds under the Act; and

(h) The vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor, are attached hereto on Schedule A.

In accordance with the provisions of the Indenture, the Borrower has caused this Written Request to be signed on its behalf this ____ day of _____, 20____.

_____, as Borrower

By: _____

Print: _____

Title: _____

AUTHORIZED AND APPROVED:

CITY OF WESTFIELD, INDIANA

Authorized Representative

SCHEDULE A

<u>Payment To</u>	<u>Amount</u>
	\$
	\$

FORM OF
FINANCING AND LOAN AGREEMENT
BETWEEN
[J.C. HART COMPANY]
AND
CITY OF WESTFIELD, INDIANA

Dated as of _____ 1, 20__

**The rights of the City hereunder have been assigned to _____,
_____, Indiana, as Trustee under a Trust Indenture dated as of the date
hereof from the City.**

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FINANCING AND LOAN AGREEMENT

This FINANCING AND LOAN AGREEMENT dated as of _____ 1, 20__ (“Financing and Loan Agreement”) between [J.C. HART COMPANY], a limited liability company organized, existing and authorized to do business under the laws of the State of Indiana (“Borrower”), and the CITY OF WESTFIELD, INDIANA (“City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25, as supplemented and amended (collectively, “Act”), authorizes and empowers the City to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of economic development facilities, for diversification of industry and promotion of job opportunities in or near the City and vests the City with powers that may be necessary to enable it to accomplish such purposes;

WHEREAS, the Westfield Redevelopment Commission (the “Redevelopment Commission”) has previously adopted, confirmed and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding the Wheeler Landing Economic Development Area (the “Economic Development Area”) as an economic development area, pursuant to Indiana Code 36-7-14, as amended (the “Act”), designating the entire Economic Development Area as an allocation area in accordance with Section 39 of the Act, and approving an economic development plan for the Economic Development Area (the “Original Plan”);

WHEREAS, on October 19, 2020, the Redevelopment Commission adopted Resolution No. __ (the “Amending Declaratory Resolution” to approve a plan supplement to the Original Plan (“Plan Supplement”) to add the hereinafter defined Project.

WHEREAS, the City, upon finding that Project and the proposed financing of the construction and equipping thereof will create additional employment opportunities in the City of Westfield, Indiana (“City”); will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing.

WHEREAS, the City intends to issue its Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) (“Series 20__ B Bonds”) in the maximum aggregate principal amount not to exceed \$2,750,000 pursuant to the Trust Indenture dated as of _____ 1, 20__ (“Indenture”) from the City to _____, as Trustee (“Trustee”), and lend the proceeds thereof, exclusive of costs of issuance of the Series 20__B Bonds, to the Borrower pursuant to the provisions of this Financing and Loan Agreement to finance the construction of certain economic development facilities consisting of approximately 214 luxury apartments, situated on six acres, offering a mix of one, two and three bedrooms, including structured parking and a clubhouse (the “Project”), in or physically connected to the Allocation Area.

WHEREAS, this Financing and Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 20__B Bonds and further provides for the

Borrower's repayment obligation to be evidenced by the Borrower's Note, Series 20__B ("Series 20__B Note") substantially in the form attached hereto as Exhibit A.

WHEREAS, pursuant to the Indenture, the City will pledge and assign the Series 20__B Note and assign certain of its rights under this Financing and Loan Agreement as security for the Series 20__B Bonds. The Series 20__B Bonds issued under the Indenture will be payable solely out of: (i) Pledged Tax Increment (as hereinafter defined), junior and subordinate to the Series A Bonds; (ii) the payments to be made by the Borrower on the Series 20__B Note and any other Notes issued hereunder; (iii) [Taxpayer Payments, junior and subordinate to the Series A Bonds] and (iv) proceeds of the Series 20__B Bonds. To the extent the Pledged Tax Increment [and Taxpayer Payments] are not sufficient to pay any of the principal of or interest on the Series 20__B Bonds, the Borrower may defer payment of such amounts due hereunder until such time as there shall be sufficient Pledged Tax Increment [and Taxpayer Payments] to make such payments and the Bondholder may forego the principal and interest due to the extent Pledged Tax Increment [and Taxpayer Payments] are not available.

WHEREAS, in consideration of the premises, the loan of the proceeds of the Series 20__B Bonds to be made by the City, the acceptance of the Series 20__B Note by the City, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest payable on the Series 20__B Note, any Additional Notes issued hereunder and any notes issued in substitution therefor ("Notes") and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this Financing and Loan Agreement.

WHEREAS, this Financing and Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Notes and this Financing and Loan Agreement to be kept, performed and observed by the Borrower, then this Financing and Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the City hereby covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Financing and Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9, -12, -14 and -25, and any successor provisions of the Indiana Code or successor codes.

“Allocation Area” means the Wheeler Landing Allocation Area within the Area as established by the Redevelopment Commission pursuant to the Declaratory Resolution in accordance with Indiana Code 36-7-14, for the purpose of capturing Tax Increment.

“Allocation Fund” means the Wheeler Landing Allocation Fund established under Indiana Code 36-7-14 for the Tax Increment collected in the Allocation Area.

“Annual Fees” means (i) annual Trustee fees under the Indenture and (ii) reasonable annual fees and expenses incurred by the City related to monitoring Tax Increment and any issues arising related to the Series 20__B Bonds or the Project.

“Area” means the Wheeler Landing Economic Development Area.

“Authorized Representative” means: (i) as to the Borrower means any officer of the Borrower or any other person certified by an officer of the Borrower to be such, and shall serve as Authorized Representative for the Borrower; and (ii) as to the City means any person so designated by resolution of the Redevelopment Commission authorized by and for the City to serve as Authorized Representative for the City.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

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

“Bond Year” means each twelve-month period ending on any bond payment date.

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

“Bonds” means the Series 20__B Bonds, the Additional Bonds and any other bonds issued under the Indenture.

“Borrower” means _____, a limited liability company duly organized, existing and authorized to do business in the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York or the city in which the designated corporate trust

office of the Trustee is required or authorized by law to be closed or (iii) a day on which the New York Stock Exchange or the payment system of the Federal Reserve System is not operational.

“Commission” means the Westfield Economic Development Commission.

“Completion Date” means the date of delivery by the Borrower to the Trustee of the certificate required by Section 4.3(d) of the Indenture, evidencing the completion of the Project.

“Construction Fund” means the Construction Fund established in Section 4.3 of the Indenture.

“Costs of Construction” means the categorical costs of providing for an “economic development project” as defined and set forth in the Act as follows:

(i) the “Bond Issuance Costs,” namely the costs, fees and expenses incurred or to be incurred by the City and the Redevelopment Commission in connection with the issuance and sale of the Series 20__B Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, the fees and disbursements of the City or Redevelopment Commission’s financial advisor, the acceptance fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the City, the fees and disbursements of counsel to the Borrower, the fees and disbursements of the Borrower’s accountants, the fees and disbursements of counsel to the City and the Redevelopment Commission, the fees and disbursements of counsel to the purchasers of the Series 20__B Bonds, the costs of preparing or printing the Series 20__B Bonds and the documentation supporting the issuance of the Series 20__B Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project;

(iii) all costs and expenses which City or Borrower shall be required to pay (including costs and expenses for architectural and engineering, development, consultant and legal services) for or in connection with the construction of the Project; and

(iv) any sums required to reimburse City, Redevelopment Commission or Borrower for advances made by either of them subsequent to the date of inducement by the City for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project.

“Indenture” means the Trust Indenture dated as of _____ 1, 20__, from the City to the Trustee and all amendments and supplements thereto.

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

“Loan” means the loan by the City to the Borrower of the proceeds of the sale of the Series 20__B Bonds.

“Note” or “Notes” means the Series 20__B Note, the Additional Notes and any Notes issued in exchange therefor pursuant to Section 3.8 hereof.

“Outstanding,” with reference to Bonds, means all Bonds theretofore issued and not yet paid and discharged under the terms of the Indenture and with reference to Notes means all Notes theretofore issued and not yet paid and discharged under the terms of this Financing and Loan Agreement with respect to the Notes.

“Pledged Tax Increment” means the Tax Increment, less Annual Fees, pledged to the City under the Pledge Resolution for the payment of principal and interest on the Series B Bonds, junior and subordinate to the Series A Bonds.

“Project” means the construction and development of an approximate _____, in or physically connected to the Allocation Area.

“Purchaser” means _____.

“Qualified Investments” shall mean (i) securities backed by the full faith and credit of the United States Treasury or fully guaranteed by, the United States government and issued by any of the following: (A) The United States Treasury, (B) A federal agency, (C) A federal instrumentality, (D) A federal government sponsored enterprise; (ii) securities fully guaranteed and issued by any of the following: (A) A federal agency, (B) A federal instrumentality, (C) A federal government sponsored enterprise; (iii) municipal securities issued by an Indiana local governmental entity, a quasi-governmental entity related to the state, or a unit of government, municipal corporation, or special taxing district in Indiana, if the City has not defaulted on any of the City’s obligations within the twenty (20) years preceding the date of the purchase, A security purchased by the treasurer of state under this subdivision must have a stated final maturity of not more than ten (10) years after the date of purchase; (iv) money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody’s; and (iv) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the City, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates.

“Redevelopment Commission” means the Westfield Redevelopment Commission.

“Series A Bonds” means the Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project) to be issued by the City under a trust indenture in the aggregate principal amount not to exceed \$8,800,000.

“Series 20__B Bonds” or “Bonds” means the Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) to be issued by the City under the Indenture in the aggregate principal amount not to exceed

\$2,750,000. For purposes of this Financing and Loan Agreement, the Series 20__B Bonds also shall include any “Additional Bonds” issued pursuant to the Indenture.

“Series 20__B Note” means the Series 20__B Note of the Borrower in the aggregate principal amount of \$2,750,000 in substantially the form attached hereto as Exhibit A which will be issued and delivered by the Borrower to the City to evidence the loan of the proceeds of the Series 20__B Bonds and any Note issued in exchange therefor pursuant to Section 3.8 hereof.

“State” means the State of Indiana.

“Tax Increment” means all property tax proceeds attributable to the assessed valuation of real property and depreciable personal property of designated taxpayers in the Allocation Area in excess of the assessed valuation described in Indiana Code 36-7-14-39(b)(1) and deposited in the Allocation Fund under Indiana Code 36-7-14-39(b)(3), as such statutory provisions exists on the date of the issuance of the Series 20__B Bonds.

[“Taxpayer Agreement” means _____.]

[“Taxpayer Payments” means the payments due from the Company pursuant to the Taxpayer Agreement.]

“Pledge Resolution” means Resolution No. ____ Redevelopment Commission adopted by the Redevelopment Commission on _____, 20__, pledging all Tax Increment, minus Annual Fees, to the payment of debt service on the Series 20__B Bonds, junior and subordinate to the Series A Bonds.

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean The Huntington National Bank, Indianapolis, Indiana.

“Written Request” means a request in writing from an authorized representative of the party making the request.

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

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

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

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

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

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

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

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Financing and Loan Agreement.

Exhibit A. Form of Series 20___B Note.

(End of Article 1)

ARTICLE II.

REPRESENTATIONS; LOAN OF SERIES 20__ BOND PROCEEDS

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

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

(b) The City agrees to provide funds from the issuance of the Series 20__B Bonds for financing the Costs of Construction, subject to the consideration of the Series 20__B Note, all for the benefit of the holders of the Series 20__B Bonds, to benefit the health, safety, morals and general welfare of the citizens of the City, increase economic well-being of the State, promote job opportunities and attract major new businesses and to secure the Series 20__B Bonds by pledging its interest in this Financing and Loan Agreement and the Series 20__B Note to the Trustee.

(c) The City represents that the Series 20__B Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the City, because the City recognizes that the Series 20__B Note has not been registered under the Securities Act of 1933.

(d) The City covenants that it will: (i) to the extent collected, timely pay (or cause to be paid) the Pledged Tax Increment, junior and subordinate to the Series A Bonds, to the Trustee as provided in Sections 4.5 and 11.13 of the Indenture; and (ii) otherwise comply with all of its obligations under the Indenture and this Agreement.

(e) The City represents and warrants that the Pledge Resolution of the Redevelopment Commission was validly adopted and constitutes a valid and binding obligation of the City, enforceable against the City in accordance with its terms.

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

(a) The Borrower is a [limited liability company] [corporation] duly organized, existing and authorized to do business under the laws of the State, is not in violation of any provision of its [Articles of Organization] [Articles of Incorporation] or [Operating Agreement], has not received notice and has no reasonable grounds to believe that it is in violation of any laws in any manner material to its ability to perform its obligations under this Financing and Loan Agreement and the Series 20__B Note, has power to enter into and to perform its obligations under this Financing and Loan Agreement and the Series 20__B Note, and has duly authorized the execution and delivery of this Financing and Loan Agreement and the Series 20__B Note by appropriate [limited liability] company action.

(b) All of the proceeds from the Series 20__B Bonds (including any income earned on the investment of such proceeds) will be used solely for Costs of Construction.

(c) The Borrower intends to operate or cause the Project to be operated as an economic development facility under the Act until the expiration or earlier termination of this Financing and Loan Agreement as provided herein.

(d) Neither the execution and delivery of this Financing and Loan Agreement, the consummation of the transactions contemplated hereby including execution and delivery of the Series 20__B Note nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's Articles of Organization or Operating Agreement or any law or any governmental rule, regulation or order presently binding on the Borrower or conflicts with or results in a breach of the terms, conditions or provisions of any agreement or instrument to which Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of Borrower under the terms of any instrument or agreement.

(e) The execution, delivery and performance by the Borrower of this Financing and Loan Agreement and the Series 20__B Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(f) Assuming the due authorization, execution and delivery thereof by the other parties thereto, this Loan Agreement and the Series 20__B Note have been duly executed and delivered by the Borrower and constitute the legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(g) There are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Series 20__B Note.

(h) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Series 20__B Note.

(i) The Borrower expects the Project to be completed by _____ 1, 20____.

Section 2.3. Loan of Series 20__ Bond Proceeds by City. Concurrently with the execution and delivery hereof, the City is issuing the Series 20__B Bonds and is lending the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Section 3.1 and 4.3 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Series 20__B Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledges and assignments of the Series 20__B Note and the assignment of the City's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the City hereunder other than the rights of the City to receive payments under Section 3.7, 3.9 and 3.10 hereof and agrees to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 8.1 hereof.

Section 3.2. Payment of Notes; Payments Pledged.

(a) Principal and interest on the Notes are payable solely from available Pledged Tax Increment [and Taxpayer Payments], junior and subordinate to the Series A Bonds. In accordance with Section 4.5 of the Indenture, the City shall transfer to the Trustee for deposit into the Bond Fund on or before each January 15 and July 15, to the extent available, the Pledged Tax Increment [and Taxpayer Payments] in an amount sufficient to pay the principal of and interest coming due on the Bonds on the next February 1 or August 1, together with any Annual Fees of the Trustee coming due in the following six (6) month period.

(b) To the extent the Pledged Tax Increment [and Taxpayer Payments] are not sufficient, the amount of any insufficiency shall accrue and remain unpaid until such time as funds are available therefor as provided in Section 11.13 of the Indenture, at which time such funds shall be used and applied to first pay current interest and principal then due on the Note and then pay accrued and unpaid interest and principal on the Note at the rates and at the places and in the manner mentioned in the Notes and this Loan Agreement according to the true intent and meaning thereof. Any such payment will be subject to the following: on or before any principal payment date for the Series 20__B Bonds or any other date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Series 20__B Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any amounts available for such payment in the Bond Fund (including without limitation any Pledged Tax Increment) [and Taxpayer Payments], will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise) and interest on the Bonds is due as provided in the Indenture.

The Borrower understands and accepts that the Pledged Tax Increment [and Taxpayer Payments] will be applied in the following order while the Series 20__A Bonds and Series B Bonds are outstanding: (i) *first*, to pay current principal and interest on the Series 20__A Bonds, (ii) *second*, to pay current principal and interest on the Series 20__B Bonds, junior and subordinate to the Series 20__A Bonds, (iii) *third*, to pay overdue principal and interest, if any, due on the Series 20__A Bonds and, next, on the Series 20__B Bonds, for which the Pledged Net Tax Increment were insufficient at the time such amounts were then due,.

(c) To the extent the Pledged Tax Increment [and Taxpayer Payments] is [are] insufficient for such purposes, the Borrower agrees to pay directly to the Trustee so long as there are Series 20__B Bonds outstanding (i) Annual Fees incurred under the Indenture, as and when the same become due; (ii) all costs (not including the principal of and interest on the Series 20__B Bonds) incident to the payment of the principal of, premium, if any, and interest on the Series 20__B Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of Series 20__B Bonds; (iii) all expenses incurred in connection with the enforcement of any rights under the Loan Agreement or the Indenture by the City, the Trustee or the Series 20__B Bondholders; and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of the Financing and Loan Agreement; provided, however, that the Borrower may, without creating a default under the Financing and Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges or expenses.

(d) The Borrower covenants and agrees with and for the express benefit of the City, the Trustee and the Bondholders that all payments pursuant hereto and to the Notes shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Borrower's title to the Project or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project or any part thereof, expiration of this Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the City, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any portion of this Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the City under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the holders of the Bonds.

(e) It is understood and agreed that all payments made by Borrower pursuant to this Section 3.2 and the Notes are pledged to Trustee pursuant to the granting clauses of the Indenture. Borrower assents to such pledge, and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of

set-off, counterclaim or recoupment arising out of any breach by City or Trustee of any obligation to Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to Borrower by the City. City hereby directs Borrower and Borrower hereby agrees to pay to Trustee at its principal office all the amounts payable by Borrower pursuant to this Section 3.2 and the Notes.

(f) Subject to the provisions of Section 3.2(a), the obligations of the Borrower to make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the City, and the Borrower shall pay absolutely during the term of this Loan Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of, premium, if any, and interest on the Series 20__B Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the City or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Indenture.

(g) It is understood and agreed that Borrower shall be obligated to continue to pay the amounts specified herein and in the Notes whether or not the Project is damaged, destroyed or taken in condemnation and that there shall be no abatement of any such payments and other charges by reason thereof.

Section 3.3. Reserved.

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

Section 3.5. Assignment, Sale or Other Disposition of Project. Any sale, lease or other disposition of the Project or any portion thereof is subject to the conditions of Section 3.12 hereof.

Section 3.6. Trustee's Right to Perform Borrower's Covenants; Advances. Only if the owner of the Bonds is other than the Purchaser, if the Borrower shall fail to (i) complete or cause the completion of the construction of the Project, or (ii) fail to make any payment or perform any other act required to be performed hereunder, then and in each such case the Trustee, upon not less than five (5) days' prior written notice to the Borrower, may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default, and

any sums so advanced by the Trustee shall be repayable by the Borrower on demand and shall bear interest at the Trustee bank's prime rate plus two percent (2%) from the date of the advance until repaid.

Section 3.7. Indemnity. The Borrower will pay, protect, defend, indemnify and save the City, the Commission, the Redevelopment Commission and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to the following:

(a) Violation by the Borrower of any agreement or condition of this Loan Agreement or the Indenture;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, or a part thereof;

(c) Violation of any law, ordinance or regulation by the Borrower arising out of the ownership, occupancy or use of the Project, or a part thereof;

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

(e) The provision of any information or certification furnished by the Borrower to the Bondholders in connection with the issuance and sale of the Bonds or the Project; and

(f) Arising out of or in connection with the acceptance or administration of the trusts by the Trustee pursuant to this Indenture.

If any proceeding is instituted for which indemnity may be sought under this Section 3.7, the party that may seek such indemnity shall notify the Borrower and the City in writing in a timely manner to allow the Borrower to defend any action or claim in such proceeding. The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the City or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the City or the Trustee.

The indemnifications set forth herein shall survive the termination of this Loan Agreement and the resignation or removal of the Trustee.

Section 3.8. Issuance of Substitute Notes. Upon the surrender of any Note, the Borrower will execute and deliver to the holder thereof a new Note dated the date of the Note being surrendered but with appropriate notations thereon to reflect payments of principal and interest already paid on such Note; provided, however, that there shall never be outstanding at any one time more than one Note of any one series.

Section 3.9. Funding of Indenture Funds; Investments. The City shall deposit with the Trustee proceeds from the sale of the Series 20__B Bonds in the manner specified in Article III

of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in such Article.

The Borrower and the City agree that all moneys in any Fund established by the Indenture may, at the written direction of the Borrower, be invested in Qualified Investments. Provided, however, that if the City fails to provide written direction to the Trustee, the Trustee may invest and reinvest money in the funds held by the Trustee in subsection (iv) of the definition of Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments and may charge its ordinary and customary fees for such trades, including cash sweep account fees. The Trustee shall not be liable or responsible for any loss resulting from any such investment properly obtained in accordance with the Borrower's direction. All such investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture. Although the City and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City and the Borrower hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.10. Credits on Notes. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Notes resulting from the payment or prepayment thereof from other sources:

(a) any moneys deposited by the Trustee in the Bond Fund for payment on the Series 20__B Bonds (including without limitation any Pledged Tax Increment [and Taxpayer Payments]) shall be credited against the obligation of the Borrower to pay the amounts due on the Notes as they become due; and

(b) the principal amount of Bonds of any series and maturity acquired by the Borrower and delivered to the Trustee, or acquired by the Trustee and cancelled, shall be credited against the obligation of the Borrower to pay the principal of the Note evidencing the loan made by the City with the proceeds of the sale of the Series 20__B Bonds of such series maturing on the maturity date of the Bonds so acquired and delivered or cancelled. Series 20__B Bonds held by the Borrower for its account shall not be considered a credit hereunder.

Section 3.11. Completion of Project. (a) For the benefit of the City and the Bondholders and in order to fulfill the purposes of the Act, the Borrower agrees that it will make, execute, acknowledge and deliver (or cause to be made, executed, acknowledged and delivered) any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper for the substantial completion (as certified by the Borrower) of the construction of the Project by _____, 20__.

(b) The City does not make any warranty, either express or implied, that the moneys, which will be paid into the Construction Fund and which under the provisions of this Loan

Agreement will be available for payment of the Costs of Construction, will be sufficient to pay all of the Costs of Construction. The Borrower shall not be entitled to any reimbursement therefor from the City, the Trustee, or the holders of any of the Series 20__B Bonds in excess of the funds available in the Construction Fund, nor shall it be entitled to any diminution in or abatement or postponement of the amounts payable hereunder or under the Series 20__B Note.

(b) The City has, in Section 4.3 of the Indenture, authorized and directed Trustee to make payments from the Construction Fund to pay the Costs of Construction, or to reimburse Borrower or the City for any Costs of Construction paid by it in the manner and subject to the provision of Section 4.3 thereof.

(c) Any excess proceeds in the Construction Fund at such time shall be deposited in the Bond Fund and used to prepay the Notes as provided in Section 4.2 hereof.

Section 3.12. Sale, Substitution, or Lease of the Project. The Borrower, subject to the written consent of the City (which consent shall not be unreasonably withheld), may sell, lease or transfer or otherwise dispose of the Project or any portion thereof only if the sale, lease or transfer or other disposition shall not relieve the Borrower from liability from all payments due under this Loan Agreement and the performance of all of the other obligations of this Loan Agreement, unless the transferee accepts, agrees and assumes in writing to pay and perform all of the obligations of the Borrower herein and be bound by all of the agreements of the Borrower contained in this Loan Agreement to the same extent as if the transferee had originally executed this Financing and Loan Agreement.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF SERIES 20__B NOTE

Section 4.1. Optional Prepayment. (a) The Series 20__B Note is subject to optional prepayment, in whole or in part, on any date, on fifteen (15) days' notice, at a price of 100% of the outstanding principal amount thereof plus interest accrued to the redemption date, without premium.

(b) In order to exercise such option to prepay the Series 20__B Note, in whole or in part, the Borrower must cause funds to be deposited with the Trustee to pay the principal of and accrued interest on the portion of the Series 20__B Note to be prepaid and the corollary redemption of the Series 20__B Bonds. Any amount so paid which is less than the full unpaid principal amount of the Series 20__B Bonds shall be credited against the installment or installments of principal due on the Series 20__B Note corresponding to the maturity of the Series 20__B Bonds being redeemed, and shall also be a credit against any mandatory sinking fund obligation and the corresponding Series 20__B Note obligation with respect thereto in the sequence in which such mandatory sinking fund obligation becomes due.

Section 4.2. Mandatory Prepayment. Redemption of Bonds with proceeds derived under Section 4.4 or 4.5 of the Indenture shall be deemed prepayment of the Notes in the same amount as the amount of Bonds redeemed.

Section 4.3. Notice of Prepayment. The Borrower shall give the Trustee not less than fifteen (15) days prior written notice of any prepayment of the Series 20__B Note pursuant to Sections 4.1 and 4.2 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Series 20__B Bonds in the amounts corresponding to the Series 20__B Note to be prepaid.

(End of Article IV)

ARTICLE V.

ADDITIONAL NOTES

Section 5.1. Issuance of Additional Notes. So long as no event of default (as defined in Section 6.1 hereof) has occurred and is continuing and subject to the conditions set forth in Section 5.2 of this Agreement, the Borrower from time to time may issue to the City (but only to the City) one or more Notes pursuant to this Loan Agreement in addition to the Series 20__B Note (“Additional Notes”).

Any Additional Note shall (i) be issued only in connection with the issuance of Additional Bonds, (ii) be lettered to correspond with the series of Additional Bonds the proceeds of which are being used to make the loan to the Borrower evidenced by such Additional Note, (iii) be substantially in the form of the Series 20__B Note attached hereto as Exhibit A (with appropriate variations or insertions), (iv) be pledged and assigned by the City to the Trustee as security for a corresponding series of Additional Bonds concurrently issued and sold under the Indenture, (v) be issued in the same principal amount as such corresponding series of Additional Bonds, (vi) be issued with the same final maturity date as such corresponding series of Additional Bonds, (vii) be issued with the same rate or rates of interest payable at the same time or times as such corresponding series of Additional Bonds, and (viii) require payments of installments of principal in the same amounts and at the same time as any redemptions or payments of principal of such corresponding series of Additional Bonds.

Additional Notes shall be authorized by a supplement to this Loan Agreement. Upon the issuance and sale of any Additional Notes the same shall, together with any other Note then outstanding, be equally and ratably secured by this Loan Agreement.

It is the intent hereof that the rights and remedies of the holders of the Notes be equal and *pari passu* and nothing contained herein or in any supplement to this Loan Agreement shall be deemed to give the holders of any Notes any rights or remedies superior or inferior to the rights and remedies of the holder or holders of any other Notes.

Section 5.2. Conditions to Issuance of Additional Notes. Prior to the issuance and sale of any Additional Note, and as a condition precedent thereto, the following documents and showings shall be executed and delivered to the Trustee:

(a) If an Additional Note is being issued, a supplement to this Loan Agreement, executed by the Borrower and the City, specifying the principal amount, rate of interest, maturity, terms of optional prepayment, if any, a description of the additions to the Project, such that the total value of the Project is equal to or greater than the principal amount of all Notes issued and outstanding hereunder, the form of such Additional Note and a supplement to the Indenture, executed by the City and the Trustee, creating the Additional Bonds being issued and sold to finance the purchase of such Additional Note, specifying the terms thereof, pledging and assigning such Additional Note as security therefor and providing for the disposition of the proceeds of the sale thereof.

(b) A certificate of the Borrower, executed by the authorized representative thereof, stating that no event of default (as defined in Section 6.1 hereof) has occurred and is continuing and that no event has occurred and is continuing which, with the lapse of time or giving of notice, or both, would constitute such an event of default.

(c) Such other certificates and opinions of counsel as the Trustee may reasonably request.

(d) Consent of the Purchaser.

Section 5.3. City Not Obligated to Accept Additional Notes. If the Borrower meets and complies with all the conditions and requirements set out in this Article V, the City shall cooperate fully with the Borrower to procure the financing and shall use its best efforts to make such financing available through Additional Notes issued in accordance with the terms hereof. Notwithstanding the preceding sentence, nothing contained in this Loan Agreement shall be interpreted as creating any obligation on the part of the City to make any additional loan to the Borrower nor to accept any Additional Note evidencing any such loan, it being the intent hereof to reserve to the City full and complete discretion to decline any such loan.

Section 5.4. Limitation on Notes. No Notes may be issued hereunder except for the Series 20__B Note, the Additional Notes and Notes issued in exchange therefor pursuant to Section 3.8 hereof.

(End of Article V)

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 6.1. Events of Default. The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder:

(i) failure of the Borrower to pay any installment due on any Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise; provided, however, so long as the Borrower is the holder of the Series 20__B Bonds, a failure to pay an installment on the Note shall not constitute a default under this Section; or

(ii) failure of the Borrower to observe and perform any other covenant, condition or provision hereof, including all warrants and representations, and to remedy such default within 30 days after notice thereof from the Trustee to the Borrower, unless the City shall have consented thereto in writing; or

(iii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for ninety (90) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iv) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making by the Borrower of any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing; or

(v) any event of default under Section 7.1 of the Indenture, except that a default under Section 7.1(d) shall not create a right of acceleration except to the extent that Pledged Tax Increment are on hand and available to pay debt service on the Series 20__B Bonds.

Section 6.2. Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. The Trustee may, by written notice to the Borrower, declare the principal of the Notes (if not then due and payable) to be due and payable immediately, and upon any such declaration the Notes thereon shall become and be immediately due and payable, anything in the Notes or in this Loan Agreement contained to the contrary notwithstanding. This provision,

however, is subject to the condition that if, at any time after the Notes shall have been declared and become due and payable, all arrears, if any, upon the Notes and the expenses of the Trustee and the City shall be paid by the Borrower, and every other default in the observance or performance of any covenant, condition or agreement in the Notes or in this Loan Agreement contained shall be made good, or be secured, to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the event of default by reason of which the Notes shall have been so declared and become due and payable shall be considered waived by the Trustee, and such declaration and its consequences shall be considered annulled and rescinded; but no such waiver, rescission or annulment shall extend to or affect any subsequent event of default or impair any right consequent thereon. Notwithstanding the foregoing, the Bondholder may waive any event of default. The City's obligation as to any Pledged Tax Increment shall not be subject to acceleration.

Section 6.3. Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, may proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Notes or this Loan Agreement, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however that all reasonable costs incurred by the Trustee and the City under this Article shall be paid to the City and the Trustee by the Borrower on demand.

Section 6.4. Payment of Defaulted Amounts on Demand of Trustee. If the Borrower shall fail to pay any installment due on the Notes when and as the same shall become due and payable, as therein and herein expressed; then, upon written demand of the Trustee, the Borrower will pay to the Trustee, the whole amount which then shall have become due and payable on the Notes and in addition thereto such further amount as shall be sufficient to cover the reasonable cost and expenses of collection, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and any reasonable expenses or liabilities incurred by the Trustee hereunder.

Section 6.5. Trustee May Enforce Demand. If the Borrower shall have failed to pay such amounts due on the Notes and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of this Loan Agreement; and the right of the Trustee, to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied as follows:

FIRST: to the payment of all reasonable advances by the City or by the Trustee with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Notes in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Notes, upon presentation of the Notes and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 6.6. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 6.7. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 6.8. Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 6.9. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 6.10. Rights of the Trustee. If there shall be pending proceedings for the bankruptcy or for the reorganization of the Borrower under the United States Bankruptcy Code or any other applicable law, or in case a receiver, trustee, or custodian shall have been appointed for the property of the Borrower, or in the case of any other similar judicial proceedings relative to the Borrower, or to the creditors or property of the Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to the Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the Owners of the Series 20__B Bonds allowed in such judicial proceedings relative to the Borrower, its creditors, or its

property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable counsel fees and expenses incurred by it to the date of such distribution.

Section 6.11. Waiver of Events of Default. If after any event of default shall have occurred under this Loan Agreement and prior to the Trustee exercising any of the remedies provided in this Article, the Borrower shall have completely cured such default, such default may be waived at the discretion of the City and, if so waived, shall be rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds shall have been annulled and rescinded in accordance with the provisions of the Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this Loan Agreement shall likewise be annulled and rescinded. No such waiver, annulment or rescission shall affect any subsequent default or impair any right or remedy consequent thereon.

(End of Article VI)

ARTICLE VII.

IMMUNITY

Section 7.1. Immunity. No covenant or agreement contained in the Series 20__B Bonds, this Loan Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the City or the Commission or of any officer or employee of the City, the Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the City, the Commission, nor any officer or employee of the City executing the Series 20__B Bonds shall be liable personally on the Series 20__B Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__B Bonds.

(End of Article VII)

ARTICLE VIII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 8.1. Supplements and Amendments to this Loan Agreement. Subject to the provisions of Article X of the Indenture, the Borrower and the City may, with the consent of the Trustee, from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VIII)

ARTICLE IX.

DEFEASANCE

Section 9.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Notes at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein, shall be discharged and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver (except for any Pledged Tax Increment) or cause to be delivered, to the Borrower, all property, including money, then held by the Trustee together with the Notes marked paid or cancelled.

(End of Article IX)

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, the Trustee and the holder of the Notes, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Notes.

Section 10.2. Severability. If any one or more of the provisions contained in this Loan Agreement or in the Notes shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein, shall not in any way be affected or impaired thereby.

Section 10.3. Limitation on Interest. No provisions of this Loan Agreement or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Loan Agreement and the Notes inconsistent with this provision.

Section 10.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The City, the Borrower and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, demands certificates and communications to each of them shall be addressed as follows:

To the City: City of Westfield, Indiana
 130 Penn Street
 Westfield, IN 46074
 Attention: Clerk-Treasurer

To the Borrower: _____

With a copy to: _____

Attention: _____

To the Trustee:

Section 10.5. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 10.6. Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 10.7. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Notes and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State of Indiana.

(End of Article X)

IN WITNESS WHEREOF, the City has caused this Loan Agreement to be executed in its name by its authorized officers and has caused its corporate seal to be hereunto affixed, and the Borrower has caused this Loan Agreement to be executed in their names, all as of the date first above written.

[_____]

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

By: _____
Clerk-Treasurer

This instrument prepared by M. Catherine Fanello, Krieg DeVault LLP, 12800 N. Meridian St., Suite 300, Carmel, Indiana 46032.

EXHIBIT A

FORM OF
NOTE, SERIES 20__B

FOR VALUE RECEIVED, the undersigned, _____ (“Borrower”), a limited liability company organized, existing and authorized to do business in the State of Indiana, hereby promises to pay to the order of the City of Westfield, Indiana (“City”), in immediately available funds, the principal sum of [\$2,750,000] and interest thereon, during the term of the Financing and Loan Agreement (“Financing and Loan Agreement”), dated as of _____ 1, 20__, between the City and the Borrower, commencing on [February][August] 1, 20__, and on one Business Day prior to each February 1 and August 1 thereafter in immediately available funds, a sum which, together with any moneys available therefor in the Bond Fund under the Indenture (including without limitation any Pledged Tax Increment [and Taxpayer Payments] ([each] as defined in the Loan Agreement)), will equal the principal and interest which will become due on the next day on the Series 20__B Bonds (as hereinafter defined), all subject to the presence of other available money for such installment in the Bond Fund under the Trust Indenture, dated as of _____ 1, 20__ (“Indenture”), between the City and _____, as Trustee (“Trustee”). To the extent that the Borrower is also the Bondholder of the Series 20__B Bonds (“Bondholder”), the Bondholder may forego the principal and interest due to the extent Pledged Tax Increment are not available. To the extent the Pledged Tax Increment [and Taxpayer Payments] are not sufficient to pay any of the principal of or interest on the Series 20__B Bonds, the Borrower may defer payment of such amounts due hereunder until such time as there shall be sufficient Pledged Tax Increment [and Taxpayer Payments] to make such payments [and the Bondholder may forego the principal and interest due to the extent Pledged Tax Increment [and Taxpayer Payments] are not available].

Payments hereunder are to be endorsed to the Trustee and are to be made directly to the Trustee for the account of the City pursuant to such endorsement. Such endorsement is to be made as security for the payment of the “City of Westfield, Indiana Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project)” (“Series 20__B Bonds”) issued pursuant to the Indenture. All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Series 20__B Note.

This Series 20__B Note is issued pursuant to the Financing and Loan Agreement, and is entitled to the benefits, and is subject to the conditions thereof. The obligations of Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim or recoupment by reason of any default by City under the Loan Agreement or under any other agreement between Borrower and City or out of any indebtedness or liability at any time owing to the Borrower by the City or for any other reason.

The Series 20__B Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

In certain events and in the manner set forth in the Financing and Loan Agreement, the entire amount of this Series 20__B Note may be declared to be due and payable. In certain

events and in the manner set forth in the Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the City under or in connection with this Series 20__B Note. All amounts payable hereunder are payable without relief from valuation and appraisal laws.

In any case where the date of payment hereunder shall not be on a Business Day, then such payment shall be made on the next preceding Business Day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Series 20__B Note which are defined in the Financing and Loan Agreement shall have the meanings assigned to them in the Financing and Loan Agreement.

IN WITNESS WHEREOF, the Borrower has executed this Series 20__B Note.

Dated _____, 20__.

[BORROWER]

By: _____

Printed: _____

Title: _____

ENDORSEMENT

Pay, without recourse, to [TRUSTEE], as Trustee under the Trust Indenture dated as of _____ 1, 20__, from the undersigned.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

By _____
Clerk-Treasurer

RESOLUTION 20-139

A RESOLUTION OF THE CITY OF WESTFIELD CREATING NEW FUNDS FOR THE DEPOSIT AND MANAGEMENT OF SUMS DERIVED FROM COVID RELIEF

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

WHEREAS, the Council has the duty and authority to maintain and allocate funds as necessary from the duly adopted budget to maintain the fiscal integrity of the City and maximize efficiency; and,

WHEREAS, the City will or has received federal monies related to the COVID emergency which must be deposited and maintained in separate funds. It has become necessary to create new funds for the proper management of the City’s finances and the proper accounting of those sums.

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

Section 1. That the Clerk-Treasurer is hereby authorized to create and maintain the following funds for the City of Westfield

- a) Fund 150 IFA for the deposit and management of all COVID Federal Grant sums received
- b) Fund 214 HHS for the deposit and management of all federal sums related to the COVID Relief Fund.

Section 2. All funds shall be non- reverting and subject to any and all restrictions pursuant to the terms under which the funding mechanisms were created.

Section 3. This Resolution shall be in full force and effect immediately and remain in effect until further action by the Council.

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ James J. Edwards	_____ James J. Edwards	_____ James J. Edwards
_____ Scott Frei	_____ Scott Frei	_____ Scott Frei
_____ Jake Gilbert	_____ Jake Gilbert	_____ Jake Gilbert
_____ Mike Johns	_____ Mike Johns	_____ Mike Johns
_____ Troy Patton	_____ Troy Patton	_____ Troy Patton
_____ Cindy Spoljaric	_____ Cindy Spoljaric	_____ Cindy Spoljaric
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-139 was delivered to the Mayor of Westfield
on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-139
this _____ day of _____,
2020.

J. Andrew Cook, Mayor

I hereby VETO Resolution 20-139
this _____ day of _____,
2020.

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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

RESOLUTION 20-140

A RESOLUTION OF THE CITY OF WESTFIELD AUTHORIZING THE TRANSFER OF FUNDS

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

WHEREAS, the Council has the duty and authority to maintain and allocate funds as necessary from the duly adopted budget to maintain the fiscal integrity of the City and maximize efficiency; and,

WHEREAS, it becomes necessary to allocate between the funds due to the recent reception of COVID related federal funds to maintain a positive balance at the end of the year.

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

- Section 1.** That the Westfield Clerk-Treasurer has notified and informed the Council of the need to transfer funds for the fiscal integrity of the City before the end of the year.
- Section 2.** That the transfer of sums among the various funds held by the City is now found to be a prudent and necessary task due to the recent reception of federal COVID related funds. The Clerk is hereby authorized and directed to transfer those funds as necessary for the fiscal integrity of the City. The Clerk shall also be required to present a final accounting to the Council indicating all such transfers.
- Section 3.** This Resolution shall be in full force and effect immediately.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS RESOLVED THIS _____ DAY OF _____ 2020.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

James J. Edwards

James J. Edwards

James J. Edwards

Scott Frei

Scott Frei

Scott Frei

Jake Gilbert

Jake Gilbert

Jake Gilbert

Mike Johns

Mike Johns

Mike Johns

Troy Patton

Troy Patton

Troy Patton

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

Scott Willis

Scott Willis

Scott Willis

ATTEST:

Cindy Gossard, Clerk Treasurer

I hereby certify that RESOLUTION 20-140 was delivered to the Mayor of Westfield

on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE Resolution 20-140

this _____ day of _____, 2020.

I hereby VETO Resolution 20-140

this _____ day of _____, 2020.

J. Andrew Cook, Mayor

J. Andrew Cook, Mayor

ATTEST:

Cindy Gossard, Clerk Treasurer

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

OCTOBER 30, 2020



THE SOMERSET

PLANNED UNIT DEVELOPMENT



DEVELOPER
SILVERTHORNE HOMES
9225 Harrison Park Court Indianapolis, IN 46216

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Statement of Intent:

Silverthorne Homes is pleased to present the Somerset residential community, its newest Westfield residential project. This community will offer approximately 151 new homes on 61 acres located between Spring Mill Road and the Spring Orchard community.

The Gardens at Somerset will feature the following:

- 155 single-family detached homes with sales prices ranging from the high \$200's.
 - Illustrative elevations have been provided in Exhibit D of the proposed PUD ordinance.
- Approximately 14 acres will be dedicated to common areas, lakes, and passive recreation areas.
- Enhanced landscape buffers along 186th St. and also along Spring Mill Road.
- Additional landscape buffers along the south and west boundaries as well as the preservation of mature and healthy existing trees and vegetation.

The Somerset community proposed will address the high quality “life span” housing sought in the Westfield-Washington Township Comprehensive Plan (page 9). The single-family detached homes will offer affordable semi-custom options to those who have outgrown their current homes and are looking to stay in the Westfield area.

ORDINANCE NUMBER _____

**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 “**The Gardens at Somerset 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.** _____), 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.** _____ 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 _____, 2020;

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 "**The Somerset 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 (as defined herein) or Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“Chapter”) and Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.4 All provisions and representations of the Unified Development Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

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

- 2.1 Tudor Style. A style generally characterized by steeply pitched roof, usually side gabled, façade dominated by one or more prominent front-facing gables, in most cases front door, entry porch and or garage openings with round or Tudor arch; decorative half timbering present on front facades.

Section 3. Concept Plan. The Concept Plan attached hereto as **Exhibit B, Concept Plan** 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 shall be Agricultural - Single Family Residential District (AG/SF1) (the “Underlying Zoning District”). Except as modified, revised, supplemented or expressly made inapplicable by this Ordinance, the standards of the Zoning Ordinance applicable to the Underlying Zoning District shall apply.

Section 5. Permitted Uses. The permitted uses, as defined by the City of Westfield Unified Development Ordinances, for the Real Estate are described below, all uses not listed below, shall be considered prohibited.

- 5.1 All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted, unless otherwise specified below:
 - a. Prohibited Uses. No other detached outbuildings or above ground pools shall be permitted in the District.
- 5.2 The Maximum Dwellings permitted shall be set forth below.
 - a. 144 Single Family Dwelling Units

Section 6. General Regulations. The standards of Chapter 4: Zoning Districts in the Unified Development Ordinance shall apply to the development of the Real Estate, except as otherwise modified or enhanced by this Ordinance.

6.1. Common Areas shall not be subject to the Minimum Lot Frontage provisions of the Underlying Zoning District; however, Article 8.6(C) shall apply.

6.2. The following standards shall be applied to the Areas as depicted on the Concept Plan.

Standard	
Minimum Lot Area	9,700 sq. ft.
Minimum Lot Frontage	30'
Minimum Building Setback	
Front Yard	25'
Side Yard / Minimum Separation	5' / 15'
Rear Yard	15'
Minimum Lot Width	70'
Maximum Building Height	35'
Minimum Living Area (Total)	*900 sq. ft. Min. Ground Floor Area
Single Story	1,800 sq. ft.
Two Story*	2,200 sq. ft.

Section 7. Development Standards. The standards of Chapter 6: Development Standards in the Unified Development Ordinance shall apply to the development of the Real Estate, except as otherwise modified or enhanced by this Ordinance.

7.1 Article 6.2 Architectural Standards. Shall Apply, except as otherwise modified or enhanced by this ordinance.

- a. Perimeter Lots. In addition to those standards outlined within Section 7 of this Ordinance, all Dwellings indicated in the **Exhibit B. Concept Plan** by the (*) shall meet the following lot standards. The below standards shall satisfy the perimeter standards for the side and rear elevations.
 - i. Rear Elevations. Those Lots indicated with (*) shall require one of the following a sunroom, screened-in porch, covered patio or covered porch, or a four (4') feet deep offset on the rear. The windows on said rear elevation shall have shutters and window grids.
- b. Front Elevation Masonry. All Dwellings shall have masonry on at least fifty (50%) percent of the front elevation (excluding windows, doors, garage doors, and areas above roof line). When the elevation includes a front porch, the home shall have a minimum masonry of at least thirty (30%) percent.
- c. Roof Pitch. All Dwellings in the District shall feature a minimum of a 6:12 primary roof pitch. Ancillary roofs (including but not limited to porches, garage extensions, overhangs, sunrooms, and third car garages with separate roof structures) shall not be considered primary roof for the purposes of the 6:12 pitch requirement above.
- d. Lighting. All Dwellings in the District shall have dusk-to-dawn carriage lights.
- e. Shingles. All Dwellings shall have dimensional or architectural grade shingles.
- f. Windows. All Dwellings shall have shutters on the Front Facade windows of the Dwelling as depicted in Exhibit E, Character Exhibits. All windows on all facades of the Dwelling shall have window grids and trim with a nominal thickness of one (1") inch x four (4") inch.
- g. Finished Façade Materials. The primary building material for all facades shall include masonry, wood, cement fiber board, stucco, shakes, and board and batten. Vinyl siding shall be prohibited.
- h. Garages. All Dwellings in the District shall have a minimum two-car garage. Three car garages shall have a separate door and shall not be required to be recessed from the other bays. The total two-car garage door width may not exceed forty-five (45%) percent of the linear footage of the primary elevation of the Dwelling. The total three-car garage door width shall not exceed fifty (50%) percent of the linear footage of the primary elevation of the Dwelling. Garage elevations shall include design elements to vary the appearance of the garage façade. Design elements may include, but are not limited to, garage door panel styles, garage door colors, the garage door windows, garage door hardware, garage door header, roof gable brackets and/or accent trim, multiple building materials, gable accent window and gable decorative louver.

- i. Streetscape Diversity. Building setback lines shall meet the standards of Article 6.3 (C.)(2.)(b.).
- j. Character Exhibits. Character exhibits, attached hereto as **Exhibit E. Character Exhibits**, are incorporated as a compilation of images designed to capture the intended quality of structures to be constructed in the District. Although the exhibits do not necessarily represent final design or specify a required architectural style or element, they do hereby establish a benchmark for the quality and appearance of structures that are required to be constructed and that contribute to the District's intent and vision. It is not the intent to limit the architectural styles shown in **Exhibit E**, but to encourage diversity in architectural styles of Dwellings within the District.

7.3 Article 6.6 Height Standards. Shall apply, except as otherwise modified or enhanced by this ordinance.

- a. Dwelling Height. As modified above in Section 6.1 and Section 6.2.

7.4 Article 6.8 Landscape Standards. Shall apply, except as otherwise modified or enhanced by this ordinance.

- a. Sod and Seedings. All Dwellings shall have sod installed in the front yard.
 - b. Street Trees. Shall be provided to meet all ordinance requirements found in Chapter 6.J of the Unified Development Ordinance.
 - c. Minimum Lot Landscaping. All Dwellings and Open Spaces in the District shall meet all ordinance requirements found in Chapter 6.K of the Unified Development Ordinance.
 - d. Buffer Yard Requirements. No buffer yards shall be required between residential development to the west and south of the District as directed in Chapter 6.N. Modified buffer yards will be provided as identified in this document.
- a. Common Area Landscaping.**
- a. Common Area A. abutting East 186th Street shall contain four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) Shrubs or every 100 linear feet of street frontage. No berming shall be provided along the street frontage.
 - b. Common Area B. shall conform to standard Landscaping requirements as noted below:
 - i. Street Frontage along East 186th Street shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance.
 - ii. A 30' Bufferyard shall be provided between new residential development and existing AG-SF1 residences along the east boundary to include four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) Shrubs. Due to drainage concerns, no berm shall be required along this boundary.

- iii. A 15' Bufferyard shall be provided between new residential development and existing AG-SF1 residences along the southeast boundary to include four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) shrubs, but no berm shall be required.
 - iv. Street Frontage along Spring Mill Road shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance.
- c. Common Area C. Shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance. No bufferyard shall be required between similar uses.
- d. Common Area D. Shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance. No bufferyard shall be required between similar uses.
- e. Common Area E. shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance.
- f. Common Area F. Street Frontage along Spring Mill Road shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance. Vegetation along the south boundary shall be preserved.
- g. Tree Preservation Easement. A Tree Preservation Easement (TPE) shall be located along certain areas of the perimeter of the development, as depicted in **Exhibit C, Landscape Plan** for the purpose of maintaining the existing healthy, non-evasive trees and shrubs. A visual tree inventory (the "Tree Inventory") will be made with photographs of the trees along the perimeter of the Real Estate to identify the quantity and quality of trees to be preserved. Such inventory shall be provided as part of the Real Estate's Overall Development Plan and Primary Plat application to the Department. Within the defined TPE and to be further classified within the Tree Inventory, no trees with a diameter at breast height ("DBH") in excess of six inches (6") or evergreens six feet (6') or more in height (the "Protected Trees") shall be removed unless the tree is damaged, diseased, dead, or required to be removed in order to comply with safety or drainage requirements of any utility or governmental agency. If a Protected Tree is damaged or otherwise removed, except as permitted to be removed as listed above, then the developer, builder, or homeowner (as the case may be) shall reestablish the Protect Tree with a tree or trees of combined equal or greater DBH subject to approval of the Department and the Department of Public Works, and to the availability of space for their healthy growth in the Easement.

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.

- a. **Street Width.** All Streets within the District shall be designed with a Right-Of-Way of fifty-nine (59') feet with a minimum Street width of thirty-one (31') feet from back of curb to back of curb, with the exception of the frontage road. There shall be an eight (8') feet wide planting strip from back of curb to front edge of sidewalk. Sidewalks shall be five (5') feet in width.
- b. **Street Signage.** The developer will be responsible for the cost of and the placement of all street signage as required by the Town.
- c. **On-Street Parking.** On street parking shall be limited to one side of the street. No parking signs shall be installed to indicate which side of the street is prohibited.
- d. **Utilities.** All utilities within the District will be trenched and located behind the curb. This commitment is subject to the approval by the utilities that will serve the community. Private utilities shall be placed in the utility easements and shall not be within the public Right-Of-Way.

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

PASSED AND ADOPTED THIS _____ day of _____, 20__.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Jake Gilbert

Jack Gilbert

Jack Gilbert

Mike Johns

Mike Johns

Mike Johns

Scott Frei

Scott Frei

Scott Frei

Troy Patton

Troy Patton

Troy Patton

Joe Edwards

Joe Edwards

Joe Edwards

Cindy Spoljaric

Cindy Spoljaric

Cindy Spoljaric

ATTEST:

Cindy Gossard, Clerk-Treasurer

I hereby certify that **ORDINANCE** #_____ was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE **ORDINANCE** #_____
This _____ day of _____, 2020.

J. Andrew Cook, Mayor

I hereby VETO **ORDINANCE** #_____
This _____ day of _____, 2020.

J. Andrew Cook, Mayor

This document was prepared by: Paul Munoz
9225 Harrison Park Court
Indianapolis, IN 46216

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:

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Banas Overall Parcel

Part of the Northeast Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, being that 61.835-acre tract of land shown on the ALTA/NSPS Land Title Survey dated October 6, 2020, as last revised, by Michael J. Smith, PS #LS20500025 of American Structurepoint, Inc. under project number 2020.01864, more particularly described as follows:

BEGINNING at a Harrison Monument at the southeast corner of said Northeast Quarter; thence South 89 degrees 28 minutes 18 seconds West 1,984.85 feet along the south line of said Northeast Quarter (assumed basis of bearings) to a 5/8-inch diameter rebar with a cap stamped "ASI FIRM #0094" set flush (hereafter referred to as "set rebar") at the southwest corner of the East Half of the West Half of said Northeast Quarter; thence North 0 degrees 10 minutes 55 seconds East 2,645.51 feet along the west line of said Half, Half, Quarter Section to a mag nail set at the northwest corner of said Half, Half, Quarter Section; thence North 89 degrees 28 minutes 34 seconds East 661.66 feet along the north line of said Northeast Quarter to a mag nail set at the northeast corner of said West Half; thence South 0 degrees 11 minutes 42 seconds West 1,947.00 feet along the east line of said West Half to a set rebar at the northwest corner of the parcel conveyed to Mary Margaret Banas in Instrument Number 9018056, on file in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 28 minutes 34 seconds East 1,323.70 feet along the north line of said Banas parcel to a mag nail set on the east line of said Northeast Quarter; thence South 0 degrees 11 minutes 16 seconds West 698.36 feet along said east line to the POINT OF BEGINNING. Containing 61.385 acres, more or less.

EXHIBIT B
CONCEPT PLAN

EXHIBIT C
LANDSCAPE PLAN

EXHIBIT D
CHARACTER EXHIBITS



LANDSCAPE LEGEND

- DECIDUOUS SHADE TREE
- EVERGREEN TREE
- SHRUBS AND GRASSES

LANDSCAPE NOTES:

- Chapter 6 Landscape Standards.** Shall apply, except as otherwise modified or enhanced by this ordinance.
- a. Sod and Seedlings.** All Dwellings shall have sod installed in the front yard.
- b. Street Trees.** Shall be provided to meet all ordinance requirements found in Chapter 6.J of the Unified Development Ordinance.
- c. Minimum Lot Landscaping.** All Dwellings and Open Spaces in the District shall meet all ordinance requirements found in Chapter 6.K of the Unified Development Ordinance.
- d. Buffer Yard Requirements.** No buffer yards shall be required between residential development to the west and south of the District as directed in Chapter 6.N. Modified buffer yards will be provided as identified in this document.
- e. Common Area Landscaping:**
- a. Common Area A** abutting East 186th Street shall contain four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) Shrubs or every 100 linear feet of street frontage. No berming shall be provided along the street frontage.
- b. Common Area B** shall conform to standard Landscaping requirements as noted below:
- i. Street Frontage along East 186th Street shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance.
- ii. A 30' Bufferyard shall be provided between new residential development and existing AG-SF1 residences along the east boundary to include four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) Shrubs. Due to drainage concerns, no berm shall be required along this boundary.
- iii. A 15' Bufferyard shall be provided between new residential development and existing AG-SF1 residences along the southeast boundary to include four (4) Shade Trees, four (4) Evergreen Trees, and ten (10) shrubs, but no berm shall be required.
- iv. Street Frontage along Spring Mill Road shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance.
- c. Common Area C** Shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance. No bufferyard shall be required between similar uses.
- d. Common Area D** Shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance. No bufferyard shall be required between similar uses.
- e. Common Area E** shall meet landscaping requirements for open spaces found in Chapter 6.K of the Unified Development Ordinance.
- f. Common Area F** Street Frontage along Spring Mill Road shall meet all External Street Frontage Landscaping Requirements as found in Chapter 6.M of the Unified Development Ordinance. Vegetation along the south boundary shall be preserved.

SCALE:
Not to Scale



October 30, 2020

Banas Property
Westfield, IN

Statement of Intent:

Silverthorne Homes is pleased to present the Somerset residential community, its newest Westfield residential project. This community will offer approximately 151 new homes on 61 acres located between Spring Mill Road and the Spring Orchard community.

The Gardens at Somerset will feature the following:

- 155 single-family detached homes with sales prices ranging from the high \$200's.
 - Illustrative elevations have been provided in Exhibit D of the proposed PUD ordinance.
- Approximately 14 acres will be dedicated to common areas, lakes, and passive recreation areas.
- Enhanced landscape buffers along 186th St. and also along Spring Mill Road.
- Additional landscape buffers along the south and west boundaries as well as the preservation of mature and healthy existing trees and vegetation.

The Somerset community proposed will address the high quality “life span” housing sought in the Westfield-Washington Township Comprehensive Plan (page 9). The single-family detached homes will offer affordable semi-custom options to those who have outgrown their current homes and are looking to stay in the Westfield area.

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

November 09, 2020

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 33 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 9 day of November, 2020

Signatures of Governing Board

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

Purchase Invoice Register

City of Westfield

Report Date Range: 10/21/20..11/03/20

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WESTFIELD/KAGNON

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Administration									
VEN000513	DavisVision	APP075797	10/22/2020	101001119	ADM-HEALTH/DENTAL	Nov Vision Ins	12.87	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101001119	ADM-HEALTH/DENTAL	Nov Dental Ins	40.62	69580	10/22/2020
VEN001349	Micha Farrar	APP075993	10/28/2020	101001330	ADM-ATTORNEY/CONSULT	Postage for review team flash	5.59	69638	10/28/2020
VEN001537	Payroll	APP075996	10/28/2020	101001111	ADM-SALARY	SAL	5,990.64	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101001120	ADM-FICA/MEDICARE	FICA	356.79	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101001120	ADM-FICA/MEDICARE	MED	83.47	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101001121	ADM-PERF	PERF	585.96	500000608	10/28/2020
VEN000589	Duke Energy	APP076084	11/2/2020	101001341	ADM-ELECTRICITY	Admin	357.05	69640	11/2/2020
VEN000695	Financial Solutions Group	APP076075	11/2/2020	101001331	ADM-CONSULTING	Sustainability Analysis	14,792.50		
VEN000695	Financial Solutions Group	APP076075	11/2/2020	101001331	ADM-CONSULTING	2021 Budget	10,519.20		
VEN000695	Financial Solutions Group	APP076075	11/2/2020	101001331	ADM-CONSULTING	Resolution 20 132	2,500.00		
VEN000695	Financial Solutions Group	APP076075	11/2/2020	101001331	ADM-CONSULTING	Resolution 20 133	2,500.00		
VEN000695	Financial Solutions Group	APP076075	11/2/2020	101001331	ADM-CONSULTING	Resolution 20 134	2,500.00		
VEN000697	Finley and Cook	APP076076	11/2/2020	101001331	ADM-CONSULTING	Setup web client for review te	1,618.75		
VEN001953	Thomson West	APP076078	11/2/2020	101001330	ADM-ATTORNEY/CONSULT	West Information Charges	175.57		
VEN006494	Pure Water Partners	APP076079	11/2/2020	101001224	ADM-OPERATING SUPPLIES	CSC water	67.50		
VEN001469	O W Krohn and Associates	APP076080	11/2/2020	101001331	ADM-CONSULTING	Wheeler Landing	2,295.00		
VEN001469	O W Krohn and Associates	APP076080	11/2/2020	101001331	ADM-CONSULTING	Wheeler Landing Hart Project	2,231.25		
VEN008817	Kroger Gardis and Regas LLP	APP076081	11/2/2020	101001330	ADM-ATTORNEY/CONSULT	All Areas	1,838.75		
VEN000917	Humane Society for Hamilton	APP076164	11/3/2020	101001349	ADM-SERVICES	WFD services	6,264.66		
VEN005574	Bose McKinney and Evans LLP	APP076167	11/2/2020	101001331	ADM-CONSULTING	Strays	5,460.00		
VEN005845	Kinetrex Energy	APP076178	11/3/2020	101001328	ADM-HEAT/GAS	Strategic Communications se	3,500.00		
Subtotal for Administration							6.52		
Police							63,502.69		
VEN000513	DavisVision	APP075797	10/22/2020	101002119	POLICE-HEALTH/DENTAL	Nov Vision Ins	627.39	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101002119	POLICE-HEALTH/DENTAL	Nov Dental Ins	2,921.14	69580	10/22/2020
VEN002028	LPS	APP075844	10/26/2020	101002333	POLICE-POSTAGE	Postage	11.26	69634	10/26/2020
VEN001537	Payroll	APP075995	10/28/2020	101002111	POLICE-SALARY	SAL	186,982.75	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101002120	POLICE-FICA/MEDICARE	FICA	11,125.07	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101002120	POLICE-FICA/MEDICARE	MED	2,601.81	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101002121	POLICE-PERF	PERF	29,599.48	500000608	10/28/2020

Purchase Invoice Register

City of Westfield

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Police								
	VEN000715 FOP/Hamilton Co Fraternal Order of Poli	APP076015	10/29/2020	101002350	POLICE-SUBSCRIPTIONS/D	2020 FOP Dues	5,900.00		
	VEN000747 Galls	APP076018	10/29/2020	101002229	POLICE-UNIFORMS	Uniform Boots	109.48		
	VEN000747 Galls	APP076018	10/29/2020	101002229	POLICE-UNIFORMS	Uniform Boots	345.16		
	VEN000747 Galls	APP076016	10/29/2020	101002229	POLICE-UNIFORMS	Vest-ISP AX Series LVL II	1,797.00		
	VEN002035 US Uniform and Supply	APP076017	10/29/2020	101002229	POLICE-UNIFORMS	Uniform Pants-Adams	67.95		
	VEN002035 US Uniform and Supply	APP076017	10/29/2020	101002229	POLICE-UNIFORMS	Uniforms-Short	253.95		
	VEN008603 IME	APP076019	10/29/2020	101002347	POLICE-PROMOTIONS	Top Gun Awards	105.00		
	VEN002035 US Uniform and Supply	APP076088	11/2/2020	101002229	POLICE-UNIFORMS	uniforms-Tribbett	136.90		
	VEN005581 Newton Oil Company	APP076120	11/3/2020	101002226	POLICE-VEHICLE GAS/SUPP	Unleaded fuel	7,606.10		
	VEN001381 Mid America Elevator	APP076133	11/3/2020	101002343	POLICE-BUILDING MAINTEN	Annual contract Nov 2020 thru	710.04		
	VEN005845 Kinetrex Energy	APP076178	11/3/2020	101002328	POLICE-HEAT/GAS	Heat	268.31		
	Subtotal for Police						251,168.79		
	Economic and Community Development								
	VEN000513 DavisVision	APP075797	10/22/2020	101003119	ECD-HEALTH/DENTAL	Nov Vision Ins	112.49	69579	10/22/2020
	VEN000534 Delta Dental	APP075802	10/22/2020	101003119	ECD-HEALTH/DENTAL	Nov Dental Ins	392.76	69580	10/22/2020
	VEN001537 Payroll	APP075995	10/28/2020	101003111	ECD-SALARY	SAL	25,741.02	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101003120	ECD-FICA/MEDICARE	FICA	1,540.68	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101003120	ECD-FICA/MEDICARE	MED	360.35	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101003121	ECD-PERF	PERF	3,655.22	500000608	10/28/2020
	Subtotal for Economic and Community Development						31,802.52		
	Parks								
	VEN000513 DavisVision	APP075797	10/22/2020	101005119	PARKS-HEALTH/DENTAL	Nov Vision Ins	36.94	69579	10/22/2020
	VEN000534 Delta Dental	APP075802	10/22/2020	101005119	PARKS-HEALTH/DENTAL	Nov Dental Ins	163.48	69580	10/22/2020
	VEN001537 Payroll	APP075995	10/28/2020	101005111	PARKS-SALARY	SAL	9,332.76	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101005120	PARKS-FICA/MEDICARE	FICA	558.06	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101005120	PARKS-FICA/MEDICARE	MED	130.76	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101005121	PARKS-PERF	PERF	1,234.37	500000608	10/28/2020
	Subtotal for Parks						11,457.37		
	Economic Dev								
	VEN000513 DavisVision	APP075797	10/22/2020	101006119	ECONOMIC DEV-HEALTH/D	Nov Vision Ins	5.60	69579	10/22/2020
	VEN000534 Delta Dental	APP075802	10/22/2020	101006119	ECONOMIC DEV-HEALTH/D	Nov Dental Ins	20.86	69580	10/22/2020

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Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name								
101	General								
	Economic Dev								
VEN001537	Payroll	APP075995	10/28/2020	101006111	ECONOMIC DEV-SALARY	SAL			
VEN001537	Payroll	APP075995	10/28/2020	101006120	ECONOMIC DEV-FICA/MEDI	FICA	3,367.31	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101006120	ECONOMIC DEV-FICA/MEDI	MED	208.55	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101006121	ECONOMIC DEV-PERF	PERF	48.77	500000608	10/28/2020
VEN006668	Indy Chamber	APP076169	11/3/2020	101006350	ECONOMIC DEV-SUBSCRIP/	Accelerate Indy Campaign for	478.16	500000608	10/28/2020
VEN000345	Cave and Company Printing	APP076170	11/3/2020	101006347	ECONOMIC DEV-PROMOTIO	Business cards	41,528.00		
	Subtotal for Economic Dev						45.99		
	Informatics						45,703.24		
VEN000513	DavisVision	APP075797	10/22/2020	101007119	IT-HEALTH/DENTAL	Nov Vision Ins	62.68	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101007119	IT-HEALTH/DENTAL	Nov Dental Ins	326.96	69580	10/22/2020
VEN008285	EnvelopIQ LLC	APP075917	10/27/2020	101007349	IT-SERVICES	2nd quart AV and SEC agree	6,438.00		
VEN008516	Granite Telecommunications	APP075918	10/27/2020	101007349	IT-SERVICES	Monthly charge	1,681.70		
VEN005146	Konica Minolta Business	APP075919	10/27/2020	101007337	IT-PRINTING	Click Charges	392.25		
VEN005272	SHI International	APP075929	10/27/2020	101007389	IT-SOFTWARE LICENSING	Multiple platforms software	16,185.65		
VEN001537	Payroll	APP075995	10/28/2020	101007111	IT-SALARY	SAL	16,063.98	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101007120	IT-FICA/MEDICARE	FICA	931.52	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101007120	IT-FICA/MEDICARE	MED	217.85	500000608	10/28/2020
VEN004591	Virtusa Corporation	APP076090	11/2/2020	101007349	IT-SERVICES	Aug services	2,281.08	500000608	10/28/2020
VEN007897	Konica Minolta Prem Fin 2	APP076091	11/2/2020	101007337	IT-PRINTING	Sta 82 and Sta 83 copy machi	4,027.00		
	Subtotal for Informatics						77.70		
	Clerk Treasurer						48,686.37		
VEN000513	DavisVision	APP075797	10/22/2020	101008119	CT-HEALTH/DENTAL	Nov Vision Ins	69.95	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101008119	CT-HEALTH/DENTAL	Nov Dental Ins	257.04	69580	10/22/2020
VEN000140	APT US&C	APP075849	10/26/2020	101008350	CT-SUBSCRIPTIONS/DUES/	Renewal	199.00	69635	10/28/2020
VEN005897	Hamilton County Reporter	APP075885	10/26/2020	101008338	CT-LEGAL NOTICES	Addl Appropriation	19.60		
VEN001406	Municipal Code	APP075967	10/28/2020	101008349	CT-SERVICES	Ordinances	3,647.95		
VEN001826	Staples	APP075968	10/28/2020	101008223	CT-OFFICE SUPPLIES	Office supplies	240.39		
VEN001537	Payroll	APP075995	10/28/2020	101008111	CT-SALARY	SAL	17,067.64	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101008120	CT-FICA/MEDICARE	FICA	989.14	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101008120	CT-FICA/MEDICARE	MED	231.30	500000608	10/28/2020

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Fund No.	Fund Name								
101	General								
	Clerk Treasurer								
	VEN001537 Payroll	APP075995	10/28/2020	101008121	CT-PERF	PERF	2,000.43	500000608	10/28/2020
	Subtotal for Clerk Treasurer						24,722.44		
	Mayor								
	VEN000513 DavisVision	APP075797	10/22/2020	101009119	MAYOR-HEALTH/DENTAL	Nov Vision Ins	12.87	69579	10/22/2020
	VEN000534 Delta Dental	APP075802	10/22/2020	101009119	MAYOR-HEALTH/DENTAL	Nov Dental Ins	40.62	69580	10/22/2020
	VEN001537 Payroll	APP075995	10/28/2020	101009111	MAYOR-SALARY	SAL	4,575.54	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101009120	MAYOR- FICA/MEDICARE	FICA	275.20	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101009120	MAYOR- FICA/MEDICARE	MED	64.36	500000608	10/28/2020
	Subtotal for Mayor	APP075995	10/28/2020	101009121	MAYOR-PERF	PERF	649.73	500000608	10/28/2020
	Public Works						5,618.32		
	VEN000513 DavisVision	APP075797	10/22/2020	101013119	PW-HEALTH AND DENTAL	Nov Vision Ins	256.32	69579	10/22/2020
	VEN000534 Delta Dental	APP075802	10/22/2020	101013119	PW-HEALTH AND DENTAL	Nov Dental Ins	1,329.02	69580	10/22/2020
	VEN008818 Laurissa Bertsch	APP075855	10/28/2020	101013224	PW-OPERATING SUPPLIES	Damage to flowers during Nor	40.00		
	VEN002336 Citizens Westfield	APP075964	10/28/2020	101013342	PW-WATER/SEWER	PW	273.02	69636	10/28/2020
	VEN000589 Duke Energy	APP075966	10/28/2020	101013341	PW-ELECTRIC	Ditch Rd	60.08	69637	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101013111	PW-SALARY	SAL	49,975.11	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101013119	PW-HEALTH AND DENTAL	HSA	83.33	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101013120	PW-FICA/MEDICARE	FICA	2,907.30	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101013120	PW-FICA/MEDICARE	MED	679.93	500000608	10/28/2020
	VEN001537 Payroll	APP075995	10/28/2020	101013121	PW-PERF	PERF	7,802.74	500000608	10/28/2020
	VEN002336 Citizens Westfield	APP076062	11/2/2020	101013342	PW-WATER/SEWER	PW	360.00	69639	11/2/2020
	VEN000589 Duke Energy	APP076063	11/2/2020	101013341	PW-ELECTRIC	PW	213.47	69640	11/2/2020
	VEN006494 Pure Water Partners	APP076079	11/2/2020	101013224	PW-OPERATING SUPPLIES	CSC water	67.50		
	VEN001361 Mid America Elevator	APP076133	11/3/2020	101013343	PW-BLDG MAINT	Annual contract Nov 2020 thru	1,420.08		
	VEN008377 Commercial Recreation Group LLC	APP076139	11/3/2020	101013345	PW-EQUIP REPAIR	Freedom Trail Park	800.00		
	VEN006426 DISA Inc	APP076141	11/3/2020	101013349	PW-CONTRACTUAL SERVIC	Drug testing	145.50		
	VEN005709 Service Sanitation Inc	APP076147	11/3/2020	101013349	PW-CONTRACTUAL SERVIC	Deer Walk	121.00		
	VEN005709 Service Sanitation Inc	APP076147	11/3/2020	101013349	PW-CONTRACTUAL SERVIC	3233 W 166th	108.00		
	VEN005845 Kinetrex Energy	APP076178	11/3/2020	101013328	PW-HEAT/GAS	Heat	5.07		
	Subtotal for Public Works						66,645.47		

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Fund No.	Fund Name								
101	General								
	Communications								
VEN000513	DavisVision	APP075797	10/22/2020	101020119	COMM-HEALTH/DENTAL	Nov Vision Ins	24.07	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101020119	COMM-HEALTH/DENTAL	Nov Dental Ins	98.88	69580	10/22/2020
VEN001537	Payroll	APP075995	10/28/2020	101020111	COMM-SALARY	SAL	7,963.53	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101020120	COMM-FICAMEDICARE	FICA	481.71	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101020120	COMM-FICAMEDICARE	MED	112.66	500000608	10/28/2020
VEN000942	Imagery LLC	APP076168	11/3/2020	101020347	COMM-PERF	PERF	1,130.96	500000608	10/28/2020
	Subtotal for Communications						512.32		
	Customer Service						10,324.13		
VEN000513	DavisVision	APP075797	10/22/2020	101021119	CUSTOMER SERV-HEALTH/	Nov Vision Ins	44.21	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101021119	CUSTOMER SERV-HEALTH/	Nov Dental Ins	204.10	69580	10/22/2020
VEN001537	Payroll	APP075995	10/28/2020	101021111	CUSTOMER SERV-SALARY	SAL	8,262.25	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101021120	CUSTOMER SERV- FICA/ME	FICA	487.76	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101021120	CUSTOMER SERV- FICA/ME	MED	114.06	500000608	10/28/2020
	Subtotal for Customer Service						1,173.23	500000608	10/28/2020
	Human Resources						10,285.61		
VEN000513	DavisVision	APP075797	10/22/2020	101022119	HR-HEALTH/DENTAL	Nov Vision Ins	25.74	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	101022119	HR-HEALTH/DENTAL	Nov Dental Ins	85.46	69580	10/22/2020
VEN001537	Payroll	APP075995	10/28/2020	101022111	HR -SALARY	SAL	4,453.40	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101022120	HR-FICA/MEDICARE	FICA	283.89	500000608	10/28/2020
VEN001537	Payroll	APP075995	10/28/2020	101022120	HR-FICA/MEDICARE	MED	61.72	500000608	10/28/2020
	Subtotal for Human Resources						632.38	500000608	10/28/2020
	Subtotal for Fund 101 General						5,522.59		
							575,439.54		
Fund No.	Fund Name								
111	Food and Beverage Tax								
	Grand Park								
VEN008439	Sunco Construction Co	APP076106	11/3/2020	111015233	FOOD/BEV GP-ASPALT	Colts City pad	100,867.29		
	Subtotal for Grand Park						100,867.29		
	Subtotal for Fund 111 Food and Beverage Tax						100,867.29		

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Fund No.	Fund Name								
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN000513	DavisVision	APP075797	10/22/2020	201013119	MVH-HEALTH/DENTAL	Nov Vision Ins	25.74	69579	10/22/2020
VEN000534	Delta Dental	APP075802	10/22/2020	201013119	MVH-HEALTH/DENTAL	Nov Dental Ins	191.78	69580	10/22/2020
VEN001537	Payroll	APP075895	10/28/2020	201013111	MVH-SALARY	SAL	7,833.74	500000608	10/28/2020
VEN001537	Payroll	APP075895	10/28/2020	201013120	MVH-FICA/MEDICARE	FICA	460.40	500000608	10/28/2020
VEN001537	Payroll	APP075895	10/28/2020	201013120	MVH-FICA/MEDICARE	MED	107.67	500000608	10/28/2020
VEN001537	Payroll	APP075895	10/28/2020	201013121	MVH-PERF	PERF	1,112.39	500000608	10/28/2020
VEN005763	Winsupply	APP076104	11/3/2020	201013345	MVH-EQUIP REPAIR	Water tank	421.25		
VEN001384	Milestone Contractors LP	APP076105	11/3/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	153.34		
VEN000223	Best Equipment Co Inc	APP076115	11/3/2020	201013345	MVH-EQUIP REPAIR	Wire Segments	888.36		
VEN000975	Indiana Oxygen Company	APP076119	11/3/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Compressed oxygen	144.72		
VEN005581	Newton Oil Company	APP076120	11/3/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Unleaded fuel	5,800.01		
VEN001384	Milestone Contractors LP	APP076145	11/3/2020	201013231	MVH-SUBGRADE MATERIAL	Surface	244.99		
VEN006285	Ceres Solutions Cooperative	APP076146	11/3/2020	201013226	MVH-VEHICLE GAS/ SUPPLI	Off Rd	290.30		
VEN001778	Shelby Materials	APP076149	11/3/2020	201013231	MVH-SUBGRADE MATERIAL	Brookside	288.00		
VEN008833	Twisted Metal Fabrication	APP076150	11/3/2020	201013345	MVH-EQUIP REPAIR	Dump trucks repairs	1,360.00		
VEN008833	Twisted Metal Fabrication	APP076150	11/3/2020	201013345	MVH-EQUIP REPAIR	Dump trucks repairs	553.35		
	Subtotal for Public Works						19,876.04		
	Subtotal for Fund 201 Motor Vehicle Highway (MVH)						19,876.04		
Fund No.	Fund Name								
202	Local Road and Street (LRS)								
	Public Works								
VEN002051	Vermeer	APP075851	10/26/2020	202013377	LRS-TREE TRIMMING	Tree trimming	101.02		
VEN002038	USI Consultants Inc	APP075859	10/23/2020	202013349	LRS-SERVICES	Preliminary Engineering for 1	17,778.00		
VEN005917	The Elica Group Inc	APP075861	10/23/2020	202013349	LRS-SERVICES	Supplement 1 approved on 6/	3,210.21		
VEN006223	Sundown Gardens	APP076116	11/3/2020	202013432	LRS-SIDEWALK	RAB at 161st and Oak Rd	6,609.59		
VEN001778	Shelby Materials	APP076117	11/3/2020	202013432	LRS-SIDEWALK	Concrete	783.00		
VEN001277	Macallister Machinery Co	APP076118	11/3/2020	202013432	LRS-SIDEWALK	Stump Grinder	327.25		
	Subtotal for Public Works						28,809.07		
	Subtotal for Fund 202 Local Road and Street (LRS)						28,809.07		
Fund No.	Fund Name								

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203	Fire Operating										
	Fire										
		VEN000513	DavisVision	APP075797	10/22/2020	203012119	FIRE-HEALTH/DENTAL	Nov Vision Ins	828.79	69579	10/22/2020
		VEN000534	Delta Dental	APP075802	10/22/2020	203012119	FIRE-HEALTH/DENTAL	Nov Dental Ins	4,124.86	69580	10/22/2020
		VEN000266	Bound Tree Medical	APP075921	10/27/2020	203012224	FIRE-OPERATING SUPPLIES	supplies	113.94		
		VEN000266	Bound Tree Medical	APP075922	10/27/2020	203012224	FIRE-OPERATING SUPPLIES	gloves, sterile water	432.00		
		VEN000689	Federal Field Services LLC	APP075923	10/27/2020	203012346	FIRE-TORNADO SIREN	sirens inspections	3,650.00		
		VEN001846	Stoops Freightliner	APP075924	10/27/2020	203012360	FIRE-VEHICLE MAINT	Engine 83	141.54		
		VEN001866	Reynolds Farm Equipment	APP075925	10/27/2020	203012472	FIRE-EQUIP	Bushing	17.38		
		VEN008108	Kimball Midwest	APP075926	10/27/2020	203012472	FIRE-EQUIP		74.65		
		VEN008819	Bontrager Welding LLC	APP075928	10/27/2020	203012472	FIRE-EQUIP	Fab carrier for Tahoe-FRP	1,824.08		
		VEN002336	Citizens Westfield	APP075965	10/28/2020	203012342	FIRE-WATER/SEWER	Sta 82	223.54	69636	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012111	FIRE-SALARY	SAL	229,410.44	500000608	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012111	FIRE-SALARY	FIRE LTD	2,603.63	500000608	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012119	FIRE-HEALTH/DENTAL	HSA	250.00	500000608	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012120	FIRE-FICA AND MEDICARE	FICA	13,578.14	500000608	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012120	FIRE-FICA AND MEDICARE	MED	3,175.54	500000608	10/28/2020
		VEN001537	Payroll	APP075995	10/28/2020	203012121	FIRE-PERF	PERF	35,964.21	500000608	10/28/2020
		VEN001676	Riverview Hospital	APP076020	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	2,028.41		
		VEN001676	Riverview Hospital	APP076020	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	COVID Testing	2,730.00		
		VEN004132	Clean Air Concepts	APP076021	10/29/2020	203012472	FIRE-EQUIP	Tailpipe kit	919.89		
		VEN000266	Bound Tree Medical	APP076023	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	extrication collar	35.94		
		VEN001257	Logo USA	APP076024	10/29/2020	203012229	FIRE-UNIFORMS	shirts	805.00		
		VEN000266	Bound Tree Medical	APP076025	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	250.09		
		VEN000682	Fastenal	APP076028	10/29/2020	203012472	FIRE-EQUIP	batteries	362.71		
		VEN000085	Airgas Mid America	APP076027	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	oxygen	79.83		
		VEN001849	Stryker Sales	APP076028	10/29/2020	203012224	FIRE-OPERATING SUPPLIES	trigger housing anchor	21.46		
		VEN008820	Peg Strass	APP076029	10/29/2020	203012347	FIRE-PROMOTIONS	reimburse - supplies	28.83		
		VEN006426	DISA Inc	APP076094	11/2/2020	203012354	FIRE-MEDICAL EXAMS/TEST	Drug testing	51.50		
		VEN005581	Newton Oil Company	APP076120	11/3/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	Unleaded fuel	1,054.74		
		VEN001361	Mid America Elevator	APP076133	11/3/2020	203012343	FIRE-BUILDING MAINTENAN	Annual contract Nov 2020 thru	710.04		
		VEN006285	Genes Solutions Cooperative	APP076171	11/3/2020	203012226	FIRE-VEHICLE GAS/SUPPLIE	fuel	1,880.04		
		VEN001615	Public Safety Medical Services	APP076172	11/3/2020	203012354	FIRE-MEDICAL EXAMS/TEST	Evaluation	2,056.18		
		VEN005584	The Accumed Group	APP076173	11/3/2020	203012349	FIRE-SERVICES	Billing Service Fee - October	2,729.24		

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Fund No. Fund Name									
203 Fire Operating									
	Fire								
VEN003734	Target Solutions Learning	APP076174	11/3/2020	203012350	FIRE-SUBSCRIPTIONS/DUE	2021-renewal fees	6,543.60		
VEN000266	Bound Tree Medical	APP076175	11/3/2020	203012224	FIRE-OPERATING SUPPLIES	ems supplies	113.94		
VEN008762	Henry Schein Inc	APP076176	11/3/2020	203012224	FIRE-OPERATING SUPPLIES	EMS Supplies	491.80		
VEN000682	Fastenal	APP076177	11/3/2020	203012472	FIRE-EQUIP	Batteries	64.05		
VEN005845	Kinetrex Energy	APP076178	11/3/2020	203012328	FIRE-GAS/HEAT	Heat	268.30		
VEN005845	Kinetrex Energy	APP076178	11/3/2020	203012328	FIRE-GAS/HEAT	Heat	48.97		
VEN005845	Kinetrex Energy	APP076178	11/3/2020	203012328	FIRE-GAS/HEAT	Heat	19.06		
	Subtotal for Fire								
							319,706.36		
	Subtotal for Fund 203 Fire Operating						319,706.36		
Fund No. Fund Name									
204 Park Impact									
	Public Works								
VEN002019	United Consulting	APP075853	10/21/2020	204013474	PW-PARK IMPACT CONSTR	Monon 5 - CE 100% Supplem	3,443.39		
	Subtotal for Public Works						3,443.39		
	Subtotal for Fund 204 Park Impact						3,443.39		
Fund No. Fund Name									
206 Parks Programming/Events									
	Parks								
VEN006360	Stephen M Bernard	APP075850	10/26/2020	206005347	PARKS PROGRAM-PROMOT	Barktoberfest	378.00		
VEN000917	Humane Society for Hamilton	APP075864	10/26/2020	206005347	PARKS PROGRAM-PROMOT	Barktoberfest	2,000.00		
	Subtotal for Parks						2,378.00		
	Subtotal for Fund 206 Parks Programming/Events						2,378.00		
Fund No. Fund Name									
239 Law Enforcement									
	Police								
VEN001993	Treasurer Of State of Indiana	APP076000	10/28/2020	239002334	LAW ENFORCE-TRAVEL/TR	Breath Test Certification - Mat	300.00		
VEN000880	HITS	APP076018	10/29/2020	239002334	LAW ENFORCE-TRAVEL/TR	Advanced Roadside Interview	1,000.00		
	Subtotal for Police						1,300.00		
	Subtotal for Fund 239 Law Enforcement						1,300.00		

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Fund No.	Fund Name								
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN007886	White Construction LLC	APP075848	10/26/2020	284013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - C	50,283.39		
VEN000159	Cardno Inc	APP075852	10/21/2020	284013474	ROAD IMPACT-CONSTRUCT	Westfield Blvd Connector - Mi	680.00		
VEN005929	WSP USA Inc	APP075854	10/21/2020	284013349	ROAD IMPACT-SERVICES	Supplemental No. 3 for Additi	3,467.40		
VEN000010	A and F Engineering	APP075856	10/23/2020	284013349	ROAD IMPACT-SERVICES	SR 32 and Wheeler Intersecti	3,672.75		
VEN000010	A and F Engineering	APP075856	10/23/2020	284013349	ROAD IMPACT-SERVICES	Supplemental No. 1 Traffic Im	9,370.00		
VEN000010	A and F Engineering	APP075856	10/23/2020	284013349	ROAD IMPACT-SERVICES	Supplemental No. 2 for Wheel	5,897.25		
VEN000010	A and F Engineering	APP075862	10/23/2020	284013349	ROAD IMPACT-SERVICES	On-Call for Misc Traffic Servic	6,820.00		
VEN002019	United Consulting	APP076065	10/29/2020	284013349	ROAD IMPACT-SERVICES	Kinsey Ave Culvert - CE Servi	7,149.30		
VEN006594	JR Farmer Harmony LLC	APP076103	11/3/2020	284013349	ROAD IMPACT-SERVICES	Harmony road impact reim	8,120.65		
VEN006748	V3 Companies	APP076109	11/3/2020	284013349	ROAD IMPACT-SERVICES	On Call Stormwater design	2,086.25		
VEN000517	Daystar Directional Drilling	APP076110	11/3/2020	284013474	ROAD IMPACT-CONSTRUCT	Poplar St and Park St	128.40		
VEN001768	Shrewsbury and Associates LLC	APP076165	11/3/2020	284013349	ROAD IMPACT-SERVICES	Kinsey Ave Culvert PE Servic	2,700.00		
VEN002709	Lochmueller Group Inc	APP076166	11/3/2020	284013474	ROAD IMPACT-CONSTRUCT	East Street North Ext - CE - 2	6,009.38		
	Subtotal for Public Works						106,294.77		
	Subtotal for Fund 264 Road and Street Improvement (Road Impact)						106,294.77		
Fund No.	Fund Name								
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN000205	Beaver Gravel Corp	APP075920	10/27/2020	269014223	TRAINING FAC-OPERATING	Investigation Pod	534.99		
VEN000975	Indiana Oxygen Company	APP075927	10/27/2020	269014223	TRAINING FAC-OPERATING	Shield Cap for torching	91.36		
VEN002336	Citizens Westfield	APP075963	10/28/2020	269014342	TRAINING FAC-WATER/SE	Training Facility	52.36	69636	10/28/2020
VEN000205	Beaver Gravel Corp	APP076022	10/29/2020	269014223	TRAINING FAC-OPERATING	concrete	476.01		
VEN005845	Kinetrex Energy	APP076176	11/3/2020	269014328	TRAINING FAC-HEAT/GAS	Heat	3.17		
	Subtotal for Public Safety (Police and Fire)						1,157.89		
	Subtotal for Fund 269 Training Facility Center						1,157.89		

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Fund No.	Fund Name								
305	Grand Junction TIF								
	RDC								
	VEN001469 O W Krohn and Associates	APP076080	11/2/2020	305018349	GRAND JUNCTION TIF-SER	Grand Junction	1,721.25		
	Subtotal for RDC						1,721.25		
	Subtotal for Fund 305 Grand Junction TIF						1,721.25		
Fund No.	Fund Name								
348	GO Bond 2019								
	Police								
	VEN004465 Precision Arms of Indiana	APP076089	11/2/2020	348002472	GO BOND 2019 PD EQUIP	M4 Shotguns	11,599.92		
	Subtotal for Police						11,599.92		
	Fire								
	VEN005980 Fire Services Inc	APP076093	11/2/2020	348012472	GO BOND 2019 FD EQUIP	Air Eject name plate, cover	174.35		
	Subtotal for Fire						174.35		
	Public Works								
	VEN008021 Lou Ann Pierce	APP075858	10/21/2020	348013474	GO BOND 2019 PW CONST	East St North Ext - Parcel 3 -	25,000.00		
	Subtotal for Public Works						25,000.00		
	Subtotal for Fund 348 GO Bond 2019						36,774.27		
Fund No.	Fund Name								
361	Grand Junction Ban Construction								
	Public Works								
	VEN008079 F A Wilhelm Construction Co	APP075860	10/23/2020	361013474	GRAND JUNC BAN CONST-	GMP #1 as approved by RDC	1,190,241.22		
	VEN008765 RATIO Architects	APP075863	10/21/2020	361013349	GRAND JUN BAN CONST-C	Grand Junction Plaza CA, VE	138,145.00		
	VEN002234 Land Collective LLC	APP076102	11/3/2020	361013349	GRAND JUN BAN CONST-C	GJP Ca bidding	7,773.15		
	Subtotal for Public Works						1,336,159.37		
	Subtotal for Fund 361 Grand Junction Ban Construction						1,336,159.37		
Fund No.	Fund Name								
401	Cum. Capital Improvement								
	Administration								
	VEN008526 Blaze Construction Inc	APP076077	11/2/2020	401001349	CUM CAP IMPROVE-ADM SE	CSC Masonry project	48,865.37		
	VEN008526 Blaze Construction Inc	APP076077	11/2/2020	401001474	CUMCAP IMP-ADM CON CO	CSC Masonry project	3,794.63		
	Subtotal for Administration						52,660.00		
	Subtotal for Fund 401 Cum. Capital Improvement						52,660.00		

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Fund No.	Fund Name								
560	NE 196th-SR38 Grant								
	Public Works								
	VEN002709 Lochmueller Group Inc	APP078166	11/3/2020	560013349	NE ST 196TH-SR38 SERV	East Street North Ext - CE - 8	24,037.53		
	Subtotal for Public Works						24,037.53		
	Subtotal for Fund 560 NE 196th-SR38 Grant						24,037.53		
Fund No.	Fund Name								
568	Westfield Blvd Connector								
	Public Works								
	VEN007886 White Construction LLC	APP075848	10/26/2020	568013349	WESTFLD BLVD CONN GRA	Westfield Blvd Connector - C	452,550.47		
	Subtotal for Public Works						452,550.47		
	Subtotal for Fund 568 Westfield Blvd Connector						452,550.47		
Fund No.	Fund Name								
640	Sports Campus Operating								
	Grand Park								
	VEN000513 DavisVision	APP075800	10/22/2020	640015119	SPORTS CAMPUS-HEALTH/	Nov Vision Ins	48.14	3156	10/22/2020
	VEN000534 Delta Dental	APP075804	10/22/2020	640015119	SPORTS CAMPUS-HEALTH/	Nov Dental Ins	254.36	3157	10/22/2020
	VEN001637 Ray's Trash Service	APP075969	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	Field	750.00		
	VEN000051 Advanced Turf Solutions	APP075971	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Chemical metering pumps	445.69		
	VEN006808 USSC	APP075973	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Paint	2,859.96		
	VEN006808 USSC	APP075973	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Paint	4,170.40		
	VEN002228 Indiana Sports Properties	APP075975	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	IFJ Training Oct	2,625.00		
	VEN002228 Indiana Sports Properties	APP075975	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	IFJ Training Sept	5,475.00		
	VEN005403 BrightView Landscapes LLC	APP075977	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	Irrigation Troubleshooting	552.50		
	VEN000897 Home City Ice Co	APP075978	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Ice	658.14		
	VEN000733 Freije Engineered Solutions Co	APP075980	10/28/2020	640015343	SPORTS CAMPUS-BLDG MA	Soccer Admin Bldg repair	405.60		
	VEN008257 Ferguson Facilities Supply	APP075982	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	Twl Dispn	65.94		
	VEN008257 Ferguson Facilities Supply	APP075983	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Cleaning supplies	773.56		
	VEN000304 Bullseye Fence Design Inc	APP075985	10/28/2020	640015349	SPORTS CAMPUS-SERVICE	Fence	3,855.00		
	VEN006898 Supply Warehouse Inc	APP075986	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Restroom supplies	437.88		
	VEN008257 Ferguson Facilities Supply	APP075989	10/28/2020	640015224	SPORTS CAMPUS-OPERATI	Cleaning supplies	873.99		
	VEN001537 Payroll	APP075996	10/28/2020	640015111	SPORTS CAMPUS-SALARY	SAL	13,217.65	100000137	10/28/2020
	VEN001537 Payroll	APP075996	10/28/2020	640015120	SPORTS CAMPUS-FICAME	FICA	797.55	100000137	10/28/2020

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Fund No.	Fund Name	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
640	Sports Campus Operating										
	Grand Park										
	VEN001537	Payroll	APP075996	10/28/2020	640015120	SPORTS CAMPUS-FICA/M	MED		186.52	100000137	10/28/2020
	VEN001537	Payroll	APP075996	10/28/2020	640015121	SPORTS CAMPUS-PERF	PERF		1,626.70	100000137	10/28/2020
	VEN008439	Sunco Construction Co	APP076107	11/3/2020	640015432	SPORTS CAMPUS-SIDEWAL	Colts City pad		1,579.36		
	VEN005763	Winsupply	APP076108	11/3/2020	640015349	SPORTS CAMPUS-SERVICE	Faucets		28,440.60		
	VEN008304	Greenville Turf and Tractor	APP076122	11/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Harness		44.79		
	VEN008028	Ground Penetrating Radar Systems LLC	APP076123	11/3/2020	640015349	SPORTS CAMPUS-SERVICE	Ground radar systems		800.00		
	VEN000051	Advanced Turf Solutions	APP076140	11/3/2020	640015224	SPORTS CAMPUS-OPERATI	Fertilizer		335.25		
	VEN000051	Advanced Turf Solutions	APP076140	11/3/2020	640015345	SPORTS CAMPUS-EQUIP R	Fertilizer		15.75		
	VEN008832	Shawn Rudolph	APP076144	11/3/2020	640015349	SPORTS CAMPUS-SERVICE	GP Fixture Replacement		5,690.00		
	VEN008832	Shawn Rudolph	APP076144	11/3/2020	640015349	SPORTS CAMPUS-SERVICE	GP Fixture Replacement		5,690.00		
	VEN005717	Background Investigation Bureau	APP076151	11/3/2020	640015349	SPORTS CAMPUS-SERVICE	Background check		11.95		
	Subtotal for Grand Park								82,687.28		
	Sport Campus Indoor Event Ctr										
	VEN000513	DavisVision	APP075800	10/22/2020	640023119	GP INDOOR-HEALTH/DENT	Nov Vision Ins		24.07	3156	10/22/2020
	VEN000534	Delta Dental	APP075804	10/22/2020	640023119	GP INDOOR-HEALTH/DENT	Nov Dental Ins		62.58	3157	10/22/2020
	VEN001637	Ray's Trash Service	APP075970	10/28/2020	640023349	GP INDOOR-SERVICES	GPEC		1,494.54		
	VEN006390	Ecolab Pest	APP075972	10/28/2020	640023343	GP INDOOR-BLDG MAINT	Pest control		423.14		
	VEN002813	Ermco Inc	APP075974	10/28/2020	640023349	GP INDOOR-SERVICES	Repair pole lights		1,913.25		
	VEN002958	Indiana Soccer Asso	APP075976	10/28/2020	640023349	GP INDOOR-SERVICES	Indoor rental commission		2,625.00		
	VEN000301	Buckeye Power Sales Co	APP075979	10/28/2020	640023343	GP INDOOR-BLDG MAINT	GPEC generator repair		225.00		
	VEN008257	Ferguson Facilities Supply	APP075981	10/28/2020	640023349	GP INDOOR-SERVICES	Twl Dispn		21.98		
	VEN008257	Ferguson Facilities Supply	APP075983	10/28/2020	640023224	GP INDOOR-OPERATING SU	Cleaning supplies		985.95		
	VEN005590	Filter Services of Indiana	APP075984	10/28/2020	640023343	GP INDOOR-BLDG MAINT	Filters		86.40		
	VEN006898	Supply Warehouse Inc	APP075986	10/28/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies		449.40		
	VEN006496	KTD Productions LLC	APP075987	10/28/2020	640023349	GP INDOOR-SERVICES	Home Show		12,035.00		
	VEN008257	Ferguson Facilities Supply	APP075988	10/28/2020	640023349	GP INDOOR-SERVICES	Restroom supplies		242.85		
	VEN008257	Ferguson Facilities Supply	APP075989	10/28/2020	640023224	GP INDOOR-OPERATING SU	Cleaning supplies		198.29		
	VEN001537	Payroll	APP075996	10/28/2020	640023111	GP INDOOR-SALARY	SAL		8,403.34	100000137	10/28/2020
	VEN001537	Payroll	APP075996	10/28/2020	640023120	GP INDOOR-FICA/MEDICAR	FICA		511.17	100000137	10/28/2020
	VEN001537	Payroll	APP075996	10/28/2020	640023120	GP INDOOR-FICA/MEDICAR	MED		119.54	100000137	10/28/2020
	VEN001537	Payroll	APP075996	10/28/2020	640023121	GP INDOOR-PERF	PERF		1,108.07	100000137	10/28/2020
	VEN008898	Supply Warehouse Inc	APP076111	11/3/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies		50.46		

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Fund No. Fund Name									
640	Sports Campus Operating								
	Sport Campus Indoor Event Ctr								
VEN006898	Supply Warehouse Inc	APP076111	11/3/2020	640023224	GP INDOOR-OPERATING SU	Restroom supplies	38.12		
VEN008257	Ferguson Facilities Supply	APP076143	11/3/2020	640023349	GP INDOOR-SERVICES	Restroom supplies	2,024.34		
VEN005845	Kinetrex Energy	APP076179	11/3/2020	640023328	GP INDOOR-NATURAL GAS	GPEC	42.79		
	Subtotal for Sport Campus Indoor Event Ctr						33,083.28		
	Subtotal for Fund 640 Sports Campus Operating						115,770.56		
Fund No. Fund Name									
701	Payroll								
	Clerk Treasurer								
VEN005722	Aflac Premium Holding	APP075790	10/21/2020	701008930	PAYROLL-INS. DED	Oct Ins	2,970.82	17504	10/21/2020
VEN005722	Aflac Premium Holding	APP075791	10/21/2020	701008930	PAYROLL-INS. DED	Nov Ins	4,514.47	17504	10/21/2020
VEN000058	AFLAC	APP075792	10/21/2020	701008930	PAYROLL-INS. DED	Nov Ins	5,894.92	17505	10/21/2020
VEN000513	DavisVision	APP075798	10/22/2020	701008930	PAYROLL-INS. DED	Nov Vision Ins	81.15	17506	10/22/2020
VEN000534	Delta Dental	APP075801	10/22/2020	701008930	PAYROLL-INS. DED	Nov Dental Ins	4,556.22	17507	10/22/2020
VEN008076	Anthem Bank	APP075812	10/22/2020	701008930	PAYROLL-INS. DED	Nov Med Ins	14,842.84	700000927	10/22/2020
VEN000920	Huntington National Bank	APP075943	10/27/2020	701008131	PAYROLL-EMPLOYER'S FIC	FICA	36,931.22	700000928	10/27/2020
VEN000920	Huntington National Bank	APP075943	10/27/2020	701008132	PAYROLL-EMPLOYER'S ME	Medicare	8,637.14	700000928	10/27/2020
VEN000920	Huntington National Bank	APP075943	10/27/2020	701008921	PAYROLL-FEDERAL WITHH	Federal	60,130.88	700000928	10/27/2020
VEN000920	Huntington National Bank	APP075943	10/27/2020	701008922	PAYROLL-EMPLOYEE FICA	FICA	36,931.24	700000928	10/27/2020
VEN000920	Huntington National Bank	APP075943	10/27/2020	701008922	PAYROLL-EMPLOYEE FICA	Medicare	8,637.07	700000928	10/27/2020
VEN000163	Aul Retirement	APP075945	10/27/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	25,385.63	700000929	10/27/2020
VEN000948	IN Family and Social Services	APP075946	10/27/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	1,900.24	700000930	10/27/2020
VEN000959	Indiana Dept Of Revenue	APP075947	10/27/2020	701008923	PAYROLL-STATE WITHHOL	State	17,942.89	700000931	10/27/2020
VEN000959	Indiana Dept Of Revenue	APP075947	10/27/2020	701008923	PAYROLL-STATE WITHHOL	COIT	7,251.82	700000931	10/27/2020
VEN002177	Indiana Members Credit Union	APP075948	10/27/2020	701008930	PAYROLL-INS. DED	Employer HSA	333.33	17508	10/27/2020
VEN000849	Hamilton County Treasurer	APP075956	10/28/2020	701008142	PAYROLL-GARNISHMENT	Delinquent Property tax garnish	55.95	17512	10/28/2020
VEN001390	MISDU	APP075957	10/28/2020	701008140	PAYROLL-SUPPORT WITHH	Child Support	443.45	17513	10/28/2020
VEN001864	Supporting Heroes	APP075958	10/28/2020	701008991	PAYROLL-MISC	Supporting Heroes	93.16	17515	10/28/2020
VEN000703	Fire Fighters Credit Union	APP075959	10/28/2020	701008141	PAYROLL-UNION DUES	Union Dues 4416	2,524.18	17510	10/28/2020
VEN000703	Fire Fighters Credit Union	APP075960	10/28/2020	701008141	PAYROLL-UNION DUES	Union dues WFD	71.00	17511	10/28/2020
VEN007701	DiMartino Associates	APP075961	10/28/2020	701008930	PAYROLL-INS. DED	Nov LTD	2,603.63	17509	10/28/2020
VEN004838	Nationwide Retirement Solutions	APP075962	10/28/2020	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	3,315.63	17514	10/28/2020

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Fund No.	Fund Name								
701	Payroll								
	Clerk Treasurer								
VEN001537	Payroll	APP075998	10/28/2020	701008110	PAYROLL-NET SALARIES	net sal	431,068.56	700000932	10/28/2020
VEN001755	Scott Shepherd	APP076074	11/2/2020	701008990	PAYROLL-MISC/BANK CHAR	Credit for closed acct	5.00	17516	11/2/2020
VEN000163	Aul Retirement	APP076087	10/30/2020	701008931	PAYROLL-401A MATCHING-	Loan pay off	1,645.07	700000935	10/30/2020
VEN001550	PERF	APP076099	10/29/2020	701008133	PAYROLL-PERF	Civilian PERF	43,692.63	700000934	10/30/2020
VEN000008	77 Police and Fire Fund	APP076100	10/29/2020	701008133	PAYROLL-PERF	Non Civilian PERF	66,839.77	700000933	10/30/2020
	Subtotal for Clerk Treasurer						789,299.91		
	Subtotal for Fund 701 Payroll						789,299.91		
Fund No.	Fund Name								
805	Anthem Bank								
	Clerk Treasurer								
VEN008076	Anthem Group Health Plan	APP075833	10/23/2020	805008119	ANTHEM BANK GROUP HEA	Coverage period Oct 15 thru	23,095.84	800000147	10/27/2020
VEN008076	Anthem Group Health Plan	APP076101	11/2/2020	805008119	ANTHEM BANK GROUP HEA	Coverage Period Oct 22 thru	27,230.23	800000148	11/3/2020
	Subtotal for Clerk Treasurer						50,326.07		
	Subtotal for Fund 805 Anthem Bank						50,326.07		
Fund No.	Fund Name								
900	Stormwater								
	Stormwater								
VEN000513	DavisVision	APP075799	10/22/2020	900016119	STORM-HEALTH/DENTAL	Nov Vision Ins	108.56	40230	10/22/2020
VEN000534	Della Dental	APP076803	10/22/2020	900016119	STORM-HEALTH/DENTAL	Nov Dental Ins	565.70	40231	10/22/2020
VEN008766	Fernando Ely	APP075866	10/26/2020	900016370	STORMWATER-REFUND		15.06		
VEN008767	Michael and Molly Mirande	APP075867	10/26/2020	900016370	STORMWATER-REFUND		2.85		
VEN008768	Denise La Rochelle	APP075868	10/26/2020	900016370	STORMWATER-REFUND		3.53		
VEN008769	Robert Buselli	APP075869	10/26/2020	900016370	STORMWATER-REFUND		5.43		
VEN003536	Victor Vaughn II	APP075870	10/26/2020	900016370	STORMWATER-REFUND		2.06		
VEN003536	Victor Vaughn II	APP075870	10/26/2020	900016370	STORMWATER-REFUND		47.03		
VEN008771	Anthony Garcia	APP075871	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	12.75		
VEN008772	Samuel Schenk	APP075872	10/26/2020	900016370	STORMWATER-REFUND		3.53		
VEN008773	Michael Feiwell	APP075873	10/26/2020	900016370	STORMWATER-REFUND		12.21		
VEN008773	Michael Feiwell	APP075873	10/26/2020	900016370	STORMWATER-REFUND		7.74		
VEN008774	Helen Willis	APP075874	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	12.48		

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Fund No.	Fund Name									
900	Stormwater									
	Stormwater									
	VEN008776	Kathryn Glidden	APP075875	10/26/2020	900016370	STORMWATER-REFUND				
	VEN008777	Gilbert Torres	APP075876	10/26/2020	900016370	STORMWATER-REFUND		2.71		
	VEN008778	David Miller	APP075877	10/26/2020	900016370	STORMWATER-REFUND		2.85		
	VEN008779	Christin Lyon	APP075878	10/26/2020	900016370	STORMWATER-REFUND		2.58		
	VEN004764	Sara Thompson	APP075879	10/26/2020	900016370	STORMWATER-REFUND		3.53		
	VEN008780	Christopher Meyer	APP075880	10/26/2020	900016370	STORMWATER-REFUND		13.57		
	VEN008781	Marlene Wachtel	APP075881	10/26/2020	900016370	STORMWATER-REFUND		12.48		
	VEN008783	Paul Knutson	APP075882	10/26/2020	900016370	STORMWATER-REFUND		3.53		
	VEN008784	Fonda Prince	APP075883	10/26/2020	900016370	STORMWATER-REFUND		12.34		
	VEN008785	Fred King	APP075884	10/26/2020	900016370	STORMWATER-REFUND		2.71		
	VEN008785	Fred King	APP075884	10/26/2020	900016370	STORMWATER-REFUND		3.53		
	VEN008787	Natalie Daniels	APP075885	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	52.28		
	VEN008788	Mel Hankinson	APP075886	10/26/2020	900016370	STORMWATER-REFUND		13.70		
	VEN008788	Mel Hankinson	APP075886	10/26/2020	900016370	STORMWATER-REFUND		12.62		
	VEN008789	Brock Shideler	APP075887	10/26/2020	900016370	STORMWATER-REFUND		59.99		
	VEN008790	Janell Wilson	APP075888	10/26/2020	900016370	STORMWATER-REFUND		3.80		
	VEN008791	Sue Peart	APP075889	10/26/2020	900016370	STORMWATER-REFUND		2.71		
	VEN008791	Sue Peart	APP075889	10/26/2020	900016370	STORMWATER-REFUND		1.63		
	VEN008792	Brittany Lozier Moon	APP075890	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	30.00		
	VEN008792	Brittany Lozier Moon	APP075890	10/26/2020	900016370	STORMWATER-REFUND		13.16		
	VEN008793	Mendelsohn Manders	APP075891	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	114.27		
	VEN004206	James Long	APP075892	10/26/2020	900016370	STORMWATER-REFUND		3.53		
	VEN008795	Eric M and Danielle R Thompson	APP075894	10/26/2020	900016370	STORMWATER-REFUND		14.24		
	VEN008796	Amy Hay	APP075895	10/26/2020	900016370	STORMWATER-REFUND		12.34		
	VEN008797	Brian Roth	APP075896	10/26/2020	900016370	STORMWATER-REFUND		15.46		
	VEN008797	Brian Roth	APP075896	10/26/2020	900016370	STORMWATER-REFUND		0.81		
	VEN008798	Misty Resendez	APP075897	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	52.26		
	VEN008799	Sommer and Richard Knowles	APP075898	10/26/2020	900016370	STORMWATER-REFUND		2.98		
	VEN008800	Nancy Sonntag	APP075899	10/26/2020	900016370	STORMWATER-REFUND		12.89		
	VEN008801	Alison Rust and Timothy Harness	APP075900	10/26/2020	900016370	STORMWATER-REFUND		12.75		
	VEN008801	Alison Rust and Timothy Harness	APP075900	10/26/2020	900016370	STORMWATER-REFUND		2.71		
	VEN008803	Miroslav Brazda	APP075901	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	52.26		

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900	Stormwater										
	Stormwater										
		VEN008804	Tariq Aslam and Falaknaz Ali Buchh	APP075902	10/26/2020	900016370	STORMWATER-REFUND		13.70		
		VEN006631	Carol Utter	APP075903	10/26/2020	900016370	STORMWATER-REFUND		0.95		
		VEN006631	Carol Utter	APP075903	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	51.54		
		VEN008805	Robert and Christine Wagner	APP075904	10/26/2020	900016370	STORMWATER-REFUND		3.53		
		VEN008806	Grant Tribbett	APP075905	10/26/2020	900016370	STORMWATER-REFUND		13.29		
		VEN008807	Claire Richey	APP075906	10/26/2020	900016370	STORMWATER-REFUND		3.66		
		VEN008808	John and Masita Poray	APP075907	10/26/2020	900016370	STORMWATER-REFUND		15.46		
		VEN008808	John and Masita Poray	APP075907	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	5.23		
		VEN008809	Luke Rhodes	APP075908	10/26/2020	900016370	STORMWATER-REFUND		14.51		
		VEN008809	Luke Rhodes	APP075908	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	43.22		
		VEN008810	Ronald Laneve	APP075909	10/26/2020	900016370	STORMWATER-REFUND		12.34		
		VEN008810	Ronald Laneve	APP075909	10/26/2020	900016370	STORMWATER-REFUND	Overpayment	25.43		
		VEN001537	Payroll	APP075997	10/28/2020	900016111	STORM-SALARY	SAL	24,424.87	900000220	10/28/2020
		VEN001537	Payroll	APP075997	10/28/2020	900016120	STORM-FICA/MEDICARE	FICA	1,457.29	900000220	10/28/2020
		VEN001537	Payroll	APP075997	10/28/2020	900016120	STORM-FICA/MEDICARE	MED	340.83	900000220	10/28/2020
		VEN008822	Tricia Lyons	APP075997	10/28/2020	900016121	STORM-PERF	PERF	2,762.00	900000220	10/28/2020
		VEN008626	Todd Smith	APP076112	11/3/2020	900016370	STORMWATER-REFUND		13.29		
		VEN005581	Newton Oil Company	APP076113	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	45.21		
		VEN008831	Chris Olson	APP076121	11/3/2020	900016226	STORM-VEHICLE GAS	Unleaded fuel	500.00		
		VEN008632	Paula Flinn	APP076124	11/3/2020	900016370	STORMWATER-REFUND	Overpmt	8.41		
		VEN006890	Brenda Smith	APP076125	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	29.17		
		VEN008823	Ashlee Cullman	APP076126	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	52.82		
		VEN008824	Adam Jurs	APP076127	11/3/2020	900016370	STORMWATER-REFUND		12.34		
		VEN008788	Mel Hankinson	APP076128	11/3/2020	900016370	STORMWATER-REFUND		11.80		
		VEN008825	Lurie Investors and L M Lurie Assoc Inc	APP076129	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	116.24		
		VEN008826	Steve and Linda J Hantelman	APP076130	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	395.53		
		VEN008828	Tim Story	APP076131	11/3/2020	900016370	STORMWATER-REFUND		1.83		
		VEN008827	Kimberly Thacker	APP076132	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	886.78		
		VEN004420	Kelvin Osborne	APP076133	11/3/2020	900016370	STORMWATER-REFUND		8.41		
		VEN008829	Kristen Vannatta	APP076135	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	51.62		
		VEN008830	Barry Simpson	APP076137	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	255.16		
				APP076138	11/3/2020	900016370	STORMWATER-REFUND	Overpayment	362.63		

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Fund No.	Fund Name								
900	Stormwater								
	Subtotal for Stormwater						33,307.35		
	Subtotal for Fund 900 Stormwater						33,307.35		
Fund No.	Fund Name								
950	Trash								
	Trash								
VEN008766	Fernando Ely	APP075866	10/26/2020	950017370	TRASH-REFUND		3.62		
VEN008766	Fernando Ely	APP075866	10/26/2020	950017370	TRASH-REFUND		44.38		
VEN008767	Michael and Molly Mirande	APP075867	10/26/2020	950017370	TRASH-REFUND		0.68		
VEN008767	Michael and Molly Mirande	APP075867	10/26/2020	950017370	TRASH-REFUND		8.40		
VEN008768	Denise La Rochelle	APP075868	10/26/2020	950017370	TRASH-REFUND		0.85		
VEN008768	Denise La Rochelle	APP075868	10/26/2020	950017370	TRASH-REFUND		10.39		
VEN008769	Robert Buselli	APP075869	10/26/2020	950017370	TRASH-REFUND		1.30		
VEN008769	Robert Buselli	APP075869	10/26/2020	950017370	TRASH-REFUND		15.99		
VEN003536	Victor Vaughn II	APP075870	10/26/2020	950017370	TRASH-REFUND		0.50		
VEN003536	Victor Vaughn II	APP075870	10/26/2020	950017370	TRASH-REFUND		6.08		
VEN008771	Anthony Garcia	APP075871	10/26/2020	950017370	TRASH-REFUND		3.07		
VEN008771	Anthony Garcia	APP075871	10/26/2020	950017370	TRASH-REFUND		37.58		
VEN008772	Samuel Schenk	APP075872	10/26/2020	950017370	TRASH-REFUND		0.85		
VEN008772	Samuel Schenk	APP075872	10/26/2020	950017370	TRASH-REFUND		10.39		
VEN008773	Michael Feiwell	APP075873	10/26/2020	950017370	TRASH-REFUND		2.93		
VEN008773	Michael Feiwell	APP075873	10/26/2020	950017370	TRASH-REFUND		35.98		
VEN008774	Helen Wiits	APP075874	10/26/2020	950017370	TRASH-REFUND		3.00		
VEN008774	Helen Wiits	APP075874	10/26/2020	950017370	TRASH-REFUND		36.78		
VEN008776	Kathryn Glidden	APP075875	10/26/2020	950017370	TRASH-REFUND		0.65		
VEN008776	Kathryn Glidden	APP075875	10/26/2020	950017370	TRASH-REFUND		8.00		
VEN008777	Gilbert Torres	APP075876	10/26/2020	950017370	TRASH-REFUND		0.68		
VEN008777	Gilbert Torres	APP075876	10/26/2020	950017370	TRASH-REFUND		8.40		
VEN008778	David Miller	APP075877	10/26/2020	950017370	TRASH-REFUND		0.62		
VEN008778	David Miller	APP075877	10/26/2020	950017370	TRASH-REFUND		7.60		
VEN008779	Christin Lyon	APP075878	10/26/2020	950017370	TRASH-REFUND		0.85		
VEN008779	Christin Lyon	APP075878	10/26/2020	950017370	TRASH-REFUND		10.39		
VEN004764	Sara Thompson	APP075879	10/26/2020	950017370	TRASH-REFUND		3.26		

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950	Trash										
	Trash										
		VEN004764	Sara Thompson	APP075879	10/26/2020	950017370	TRASH-REFUND		39.98		
		VEN008780	Christopher Meyer	APP075880	10/26/2020	950017370	TRASH-REFUND		3.00		
		VEN008780	Christopher Meyer	APP075880	10/26/2020	950017370	TRASH-REFUND		36.78		
		VEN008781	Marlene Wachtel	APP075881	10/26/2020	950017370	TRASH-REFUND		0.85		
		VEN008781	Marlene Wachtel	APP075881	10/26/2020	950017370	TRASH-REFUND		10.39		
		VEN008783	Paul Knutson	APP075882	10/26/2020	950017370	TRASH-REFUND		2.97		
		VEN008783	Paul Knutson	APP075882	10/26/2020	950017370	TRASH-REFUND		36.38		
		VEN008784	Fonda Prince	APP075883	10/26/2020	950017370	TRASH-REFUND		0.65		
		VEN008784	Fonda Prince	APP075883	10/26/2020	950017370	TRASH-REFUND		8.00		
		VEN008785	Fred King	APP075884	10/26/2020	950017370	TRASH-REFUND		0.85		
		VEN008785	Fred King	APP075884	10/26/2020	950017370	TRASH-REFUND		10.39		
		VEN008787	Natalie Daniels	APP075885	10/26/2020	950017370	TRASH-REFUND		3.29		
		VEN008787	Natalie Daniels	APP075885	10/26/2020	950017370	TRASH-REFUND		40.38		
		VEN008788	Mel Hankinson	APP075886	10/26/2020	950017370	TRASH-REFUND		3.03		
		VEN008788	Mel Hankinson	APP075886	10/26/2020	950017370	TRASH-REFUND		37.18		
		VEN008789	Brock Shideler	APP075887	10/26/2020	950017370	TRASH-REFUND		0.91		
		VEN008789	Brock Shideler	APP075887	10/26/2020	950017370	TRASH-REFUND		11.19		
		VEN008790	Janell Wilson	APP075888	10/26/2020	950017370	TRASH-REFUND		0.65		
		VEN008790	Janell Wilson	APP075888	10/26/2020	950017370	TRASH-REFUND		8.00		
		VEN008791	Sue Peart	APP075889	10/26/2020	950017370	TRASH-REFUND		0.39		
		VEN008791	Sue Peart	APP075889	10/26/2020	950017370	TRASH-REFUND		4.80		
		VEN008792	Brittany Lozier Moon	APP075890	10/26/2020	950017370	TRASH-REFUND		3.16		
		VEN008792	Brittany Lozier Moon	APP075890	10/26/2020	950017370	TRASH-REFUND		38.78		
		VEN008793	Mendelsohn Manders	APP075891	10/26/2020	950017370	TRASH-REFUND		0.85		
		VEN008793	Mendelsohn Manders	APP075891	10/26/2020	950017370	TRASH-REFUND		10.39		
		VEN004206	James Long	APP075892	10/26/2020	950017370	TRASH-REFUND		3.42		
		VEN004206	James Long	APP075892	10/26/2020	950017370	TRASH-REFUND		41.98		
		VEN008794	Kirk Irwin	APP075893	10/26/2020	950017370	TRASH-REFUND		1.26		
		VEN008794	Kirk Irwin	APP075893	10/26/2020	950017370	TRASH-REFUND		15.44		
		VEN008794	Kirk Irwin	APP075893	10/26/2020	950017370	TRASH-REFUND		5.23		
		VEN008795	Eric M and Danielle R Thompson	APP075894	10/26/2020	950017370	TRASH-REFUND		2.97		
		VEN008795	Eric M and Danielle R Thompson	APP075894	10/26/2020	950017370	TRASH-REFUND		36.38		

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Fund No.	Fund Name								
950	Trash								
	Trash								
VEN008796	Amy Hay	APP075895	10/26/2020	950017370	TRASH-REFUND		3.72		
VEN008796	Amy Hay	APP075895	10/26/2020	950017370	TRASH-REFUND		45.57		
VEN008797	Brian Roth	APP075896	10/26/2020	950017370	TRASH-REFUND		0.20		
VEN008797	Brian Roth	APP075896	10/26/2020	950017370	TRASH-REFUND		2.40		
VEN008798	Misty Resendez	APP075897	10/26/2020	950017370	TRASH-REFUND		0.72		
VEN008798	Misty Resendez	APP075897	10/26/2020	950017370	TRASH-REFUND		8.79		
VEN008799	Sohmer and Richard Knowles	APP075898	10/26/2020	950017370	TRASH-REFUND		3.10		
VEN008799	Sohmer and Richard Knowles	APP075898	10/26/2020	950017370	TRASH-REFUND		37.98		
VEN008800	Nancy Sonntag	APP075899	10/28/2020	950017370	TRASH-REFUND		3.07		
VEN008800	Nancy Sonntag	APP075899	10/26/2020	950017370	TRASH-REFUND		37.58		
VEN008801	Alison Rust and Timothy Harness	APP075900	10/26/2020	950017370	TRASH-REFUND		0.65		
VEN008801	Alison Rust and Timothy Harness	APP075900	10/26/2020	950017370	TRASH-REFUND		8.00		
VEN008803	Miroslav Brazda	APP075901	10/26/2020	950017370	TRASH-REFUND		0.85		
VEN008803	Miroslav Brazda	APP075901	10/26/2020	950017370	TRASH-REFUND		10.39		
VEN008804	Tariq Aslam and Falaknaz Ali Buchh	APP075902	10/26/2020	950017370	TRASH-REFUND		3.29		
VEN008804	Tariq Aslam and Falaknaz Ali Buchh	APP075902	10/26/2020	950017370	TRASH-REFUND		40.38		
VEN008831	Carol Utter	APP075903	10/26/2020	950017370	TRASH-REFUND		0.23		
VEN008831	Carol Utter	APP075903	10/26/2020	950017370	TRASH-REFUND		2.80		
VEN008805	Robert and Christine Wagner	APP075904	10/26/2020	950017370	TRASH-REFUND		0.85		
VEN008805	Robert and Christine Wagner	APP075904	10/26/2020	950017370	TRASH-REFUND		10.39		
VEN008806	Grant Tribbett	APP075905	10/26/2020	950017370	TRASH-REFUND		3.20		
VEN008806	Grant Tribbett	APP075905	10/26/2020	950017370	TRASH-REFUND		39.18		
VEN008807	Claire Richey	APP075906	10/26/2020	950017370	TRASH-REFUND		0.88		
VEN008807	Claire Richey	APP075906	10/26/2020	950017370	TRASH-REFUND		10.79		
VEN008808	John and Masita Poray	APP075907	10/26/2020	950017370	TRASH-REFUND		3.72		
VEN008808	John and Masita Poray	APP075907	10/26/2020	950017370	TRASH-REFUND		45.57		
VEN008809	Luke Rhodes	APP075908	10/26/2020	950017370	TRASH-REFUND		3.49		
VEN008809	Luke Rhodes	APP075908	10/26/2020	950017370	TRASH-REFUND		42.78		
VEN008810	Ronald Laneve	APP075909	10/26/2020	950017370	TRASH-REFUND		2.97		
VEN008810	Ronald Laneve	APP075909	10/26/2020	950017370	TRASH-REFUND		36.38		
VEN008822	Tricia Lyons	APP076112	11/3/2020	950017370	TRASH-REFUND		3.20		
VEN008822	Tricia Lyons	APP076112	11/3/2020	950017370	TRASH-REFUND		39.18		

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Fund No.	Fund Name									
950	Trash									
	Trash									
VEN008831	Chris Olson		APP076124	11/3/2020	950017370	TRASH-REFUND	Overpmt	2.02		
VEN008831	Chris Olson		APP076124	11/3/2020	950017370	TRASH-REFUND	Overpmt	24.79		
VEN008823	Ashlee Cullman		APP076127	11/3/2020	950017370	TRASH-REFUND		2.97		
VEN008823	Ashlee Cullman		APP076127	11/3/2020	950017370	TRASH-REFUND		36.38		
VEN008824	Adam Jurs		APP076128	11/3/2020	950017370	TRASH-REFUND		2.84		
VEN008824	Adam Jurs		APP076128	11/3/2020	950017370	TRASH-REFUND		34.78		
VEN008826	Steve and Linda J Hantelman		APP076131	11/3/2020	950017370	TRASH-REFUND		2.37		
VEN008826	Steve and Linda J Hantelman		APP076131	11/3/2020	950017370	TRASH-REFUND		22.39		
VEN008827	Kimberly Thacker		APP076134	11/3/2020	950017370	TRASH-REFUND		2.02		
VEN008827	Kimberly Thacker		APP076134	11/3/2020	950017370	TRASH-REFUND		24.79		
VEN001637	Ray's Trash Service		APP076142	11/3/2020	950017851	TRASH-RES QRTLY FEE CO	October collection	72,168.24		
Subtotal for Trash								73,459.03		
Subtotal for Fund 950 Trash								73,459.03		
Posted Invoices Total								4,125,338.16		
Credit Memos										
Vendor No.	Vendor Name		Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount		
Fund No.	Fund Name									
203	Fire Operating									
	Fire									
VEN001943	The Ups Store		ACP002022	10/26/2020	203012333	Fire-Postage	Fire-Postage	11.26		
Subtotal for								11.26		
Subtotal by Fund 203 Fire Operating								11.26		
Credit Memo Total								11.26		

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Fund No. Fund Name									
101 General									
Administration									
VEN000491	CVS PHARMACY, INC.	GJPCARD0074399	11/6/2020	101001223	Adm-Office Supplies	FLASH DRIVE FOR REVIE	38.83		
Subtotal for Administration							38.83		
Police									
VEN001983	Tractor Supply Company	GJPCARD0074331	11/6/2020	101002360	Police-Vehicle Repair	RETURN WHEEL PNEUM	-33.99		
202936165	AMAZON.COM, INC.	GJPCARD0074336	11/6/2020	101002223	Police-Office Supplies	FLASH DRIVES	32.98		
020809769	HULU, LLC	GJPCARD0074337	11/6/2020	101002349	Police-Services	MONTHLY STATEMENT	70.98		
VEN001983	Tractor Supply Company	GJPCARD0074350	11/6/2020	101002360	Police-Vehicle Repair	WHEEL PNEUMATIC	33.99		
VEN001983	Tractor Supply Company	GJPCARD0074351	11/6/2020	101002360	Police-Vehicle Repair	NO FLAT TIRE	53.98		
202936165	AMAZON.COM, INC.	GJPCARD0074358	11/6/2020	101002223	Police-Office Supplies	FLASH DRIVES	19.79		
522261790	THOMSON REUTERS U.S. LLC	GJPCARD0074382	11/6/2020	101002350	Police-Subscriptions/Dues	MONTHLY STATEMENT	615.74		
384061754	ARLO TECHNOLOGIES, INC.	GJPCARD0074406	11/6/2020	101002350	Police-Subscriptions/Dues	MONTHLY SUBSCRIPTIO	61.95		
823453345	EXPRESS ALTERATIONS LLC	GJPCARD0074412	11/6/2020	101002229	Police-Uniforms	HONOR GUARD UNIFOR	21.00		
202936165	AMAZON.COM, INC.	GJPCARD0074433	11/6/2020	101002345	Police-Equip Repair	PROTECTIVE SKIN FOR	12.99		
202936165	AMAZON.COM, INC.	GJPCARD0074450	11/6/2020	101002224	Police-Operating Supplies	NITRILE GLOVES	49.60		
202936165	AMAZON.COM, INC.	GJPCARD0074451	11/6/2020	101002224	Police-Operating Supplies	NITRILE GLOVES	124.00		
202936165	AMAZON.COM, INC.	GJPCARD0074480	11/6/2020	101002229	Police-Uniforms	HONOR GUARD UNIFOR	87.50		
202936165	AMAZON.COM, INC.	GJPCARD0074487	11/6/2020	101002223	Police-Office Supplies	PAPER ROLL FOR PROP	22.97		
202936165	AMAZON.COM, INC.	GJPCARD0074493	11/6/2020	101002229	Police-Uniforms	HONOR GUARD UNIFOR	33.60		
260082911	PAPER ROLL PRODUCTS	GJPCARD0074498	11/6/2020	101002337	Police-Printing	PRINTER PAPER FOR IN-	231.00		
480906414	MARLOW WHITE UNIFORMS, I	GJPCARD0074499	11/6/2020	101002229	Police-Uniforms	HONOR GUARD UNIFOR	56.50		
611443499	5.11 INC	GJPCARD0074504	11/6/2020	101002229	Police-Uniforms	CSI CLOTHING - RITA	209.97		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074508	11/6/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (26.95)	500.00		
VEN008836	FIRST TACTICAL	GJPCARD0074515	11/6/2020	101002229	Police-Uniforms	REFUND FOR ITEM RET	-39.99		
VEN001750	Schwartz Indy	GJPCARD0074530	11/6/2020	101002343	Police-Building Maintenance	PD TRAILER VENT COVE	21.00		
VEN006898	Supply Warehouse Inc	GJPCARD0074533	11/6/2020	101002224	Police-Operating Supplies	COFFEE, DISP. ROLL TO	793.65		
VEN000946	IN BMV VEHICLE SER	GJPCARD0074558	11/6/2020	101002350	Police-Subscriptions/Dues	VEHICLE TITLES	40.00		
820544687	AMAZON.COM, INC.	GJPCARD0074565	11/6/2020	101002345	Police-Equip Repair	THERMIC OFFICE HEATE	94.37		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074582	11/6/2020	101002343	Police-Building Maintenance	SPLIT - POLICE (28.13)	550.00		
VEN002050	Verizon Wireless	GJPCARD0074595	11/6/2020	101002345	Police-Equip Repair	REPLACE INVESTIGATIO	1,882.40		
VEN001337	Menards	GJPCARD0074607	11/6/2020	101002224	Police-Operating Supplies	SHOP TOOLS, MALLET,	16.86		
202936165	AMAZON.COM, INC.	GJPCARD0074611	11/6/2020	101002224	Police-Operating Supplies	STANDING DESK	239.99		
820544687	AMAZON.COM, INC.	GJPCARD0074612	11/6/2020	101002337	Police-Printing	INK CARTRIDGE	63.89		

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Fund No. Fund Name									
101 General									
Police									
823453345	EXPRESS ALTERATIONS LLC	GJPCARD0074620	11/6/2020	101002229	Police-Uniforms	HONOR GUARD UNIFOR	143.00		
820544687	AMAZON.COM, INC.	GJPCARD0074621	11/6/2020	101002223	Police-Office Supplies	TUB O TOWELS	11.94		
VEN006898	Supply Warehouse Inc	GJPCARD0074622	11/6/2020	101002224	Police-Operating Supplies	HAND SANITIZER FOR W	304.62		
611443499	5.11 INC	GJPCARD0074632	11/6/2020	101002229	Police-Uniforms	5.11 TACTICAL PANTS - J	599.16		
820544687	AMAZON.COM, INC.	GJPCARD0074633	11/6/2020	101002347	Police-Promotions	POPCORN MACHINE	214.99		
Subtotal for Police							7,140.43		
Economic and Community Development									
770510487	PAYPAL	GJPCARD0074367	11/6/2020	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	31.74		
770510487	PAYPAL	GJPCARD0074371	11/6/2020	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	23.34		
953825261	BRIGHTVIEW COMPANIES LLC	GJPCARD0074403	11/6/2020	101003349	ECD-Services	BRIGHTVIEW EN-20-09-6	436.50		
770510487	PAYPAL	GJPCARD0074407	11/6/2020	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	30.80		
770510487	PAYPAL	GJPCARD0074534	11/6/2020	101003338	ECD-Legal	HCR.PUBLIC LEGAL NOT	49.47		
Subtotal for Economic and Community Development							571.85		
Parks									
VEN002097	Westfield Chamber Of Commerce	GJPCARD0074384	11/6/2020	101005347	Parks-Promotion	CHAMBER LUNCHEON-B.	40.00		
331066990	WELCOMEMAT SERVICES INC	GJPCARD0074413	11/6/2020	101005347	Parks-Promotion	MONTHLY WELCOMEMA	117.39		
813139607	TOAST INC	GJPCARD0074414	11/6/2020	101005347	Parks-Promotion	COMMUNITY PARTNER L	56.03		
VEN000216	BELL INDIANA LLC	GJPCARD0074437	11/6/2020	101005347	Parks-Promotion	STAFF FOOD DURING G	30.85		
460707085	BLOOMERANG LLC	GJPCARD0074460	11/6/2020	101005350	Parks-Subscption/Dues	BLOOMERANG - MONTH	30.00		
VEN001820	SQUARE, INC.	GJPCARD0074517	11/6/2020	101005347	Parks-Promotion	LUNCH FOR STAFF DURI	88.96		
471538102	KOOP SIX CORP	GJPCARD0074518	11/6/2020	101005347	Parks-Promotion	BREAKFAST FOR STAFF	22.72		
VEN001337	Menards	GJPCARD0074560	11/6/2020	101005349	Parks-Services	HEATER INSTALL - ASA	274.74		
VEN000365	Chapman Electric Supply	GJPCARD0074562	11/6/2020	101005349	Parks-Services	ASA BALES PARK HEATE	119.54		
VEN000480	CSI Signs	GJPCARD0074630	11/6/2020	101005347	Parks-Promotion	BARKTOBERFEST SPON	100.00		
Subtotal for Parks							880.23		
Informatics									
860850417	GODADDY.COM LLC	GJPCARD0074342	11/6/2020	101007349	IT-Services	IT-Services	28.16		
202936165	AMAZON.COM, INC.	GJPCARD0074345	11/6/2020	101007472	IT-Equipment	ACCESS CONTROL BAT	1,019.70		
202936165	AMAZON.COM, INC.	GJPCARD0074362	11/6/2020	101007472	IT-Equipment	ACCESS CONTROL BAT	796.50		
202936165	AMAZON.COM, INC.	GJPCARD0074363	11/6/2020	101007451	IT-Computer/Equip	AUDIO CABLES FOR RE	85.74		
VEN008837	CODETWO	GJPCARD0074374	11/6/2020	101007389	IT-Software Licensing	CODETWO RENEWAL	264.00		

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Fund No. Fund Name									
101 General									
Informatics									
351689451	RENT-A-BIT, INC.	GJPCARD0074375	11/6/2020	101007451	IT-Computer/Equip	COUNCIL MEETING 10.26	367.50		
351689451	RENT-A-BIT, INC.	GJPCARD0074376	11/6/2020	101007451	IT-Computer/Equip	COUNCIL MEETING 10.26	15.00		
462967004	FINNER LLC	GJPCARD0074377	11/6/2020	101007347	IT-Promotion	COUNCIL MEETING 10.26	15.70		
VEN000718	FORMSPRING LLC	GJPCARD0074386	11/6/2020	101007389	IT-Software Licensing	MONTHLY RENEWAL	99.00		
620848827	AUNT MAHALIAS CANDIES	GJPCARD0074409	11/6/2020	101007347	IT-Promotion	WRONG CARD USED WI	25.13		
550421484	K-VA-T FOOD STORES, IN	GJPCARD0074436	11/6/2020	101007347	IT-Promotion	WRONG CARD USED WI	76.78		
202936165	AMAZON.COM, INC.	GJPCARD0074476	11/6/2020	101007451	IT-Computer/Equip	CITY HALL ASSEMBLY A	17.98		
202936165	AMAZON.COM, INC.	GJPCARD0074490	11/6/2020	101007451	IT-Computer/Equip	CITY HALL ASSEMBLY A	148.50		
453481385	GO DADDY OPERATING COMPAN	GJPCARD0074491	11/6/2020	101007349	IT-Services	IT-Services	107.88		
202936165	AMAZON.COM, INC.	GJPCARD0074500	11/6/2020	101007223	IT-Office Supplies	DYMO LABEL MAKER TR	52.99		
820544687	AMAZON.COM, INC.	GJPCARD0074501	11/6/2020	101007451	IT-Computer/Equip	DYMO LABEL TAPE FOR	71.96		
820544687	AMAZON.COM, INC.	GJPCARD0074506	11/6/2020	101007451	IT-Computer/Equip	CITY HALL ASSEMBLY A	283.48		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074537	11/6/2020	101007389	IT-Software Licensing	ANNUAL CITY WONDER	3,141.00		
VEN000969	Indiana Geographic Information Counc	GJPCARD0074568	11/6/2020	101007350	IT-Subscriptions/Dues	IGIC MEMBERSHIP	125.00		
860850417	GODADDY.COM LLC	GJPCARD0074569	11/6/2020	101007349	IT-Services	IT-Services	830.36		
820544687	AMAZON.COM, INC.	GJPCARD0074600	11/6/2020	101007337	IT-Printing	CLERK TRES. PRINTER T	747.78		
843374164	JOELLAS WESTFIELD IN LLC	GJPCARD0074615	11/6/2020	101007347	IT-Promotion	BIRTHDAY TEAM LUNCH	78.44		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074616	11/6/2020	101007331	IT-Consulting	BUILDING PERMIT CHAN	3,003.75		
770430924	PAYPAL	GJPCARD0074626	11/6/2020	101007389	IT-Software Licensing	PUBLIC DNS	10.22		
Subtotal for Informatics							11,412.55		
Clerk Treasurer									
471538102	KOOP SIX CORP	GJPCARD0074432	11/6/2020	101008347	CT-Promotions	DRINKING FOR WORKIN	3.27		
472533914	RPM PIZZA MIDWEST LLC	GJPCARD0074441	11/6/2020	101008347	CT-Promotions	WORKING LUNCH CT ST	60.71		
462967004	FINNER LLC	GJPCARD0074463	11/6/2020	101008347	CT-Promotions	WORKING LUNCH CT ST	76.66		
834331332	TOAST INC	GJPCARD0074552	11/6/2020	101008347	CT-Promotions	BIRTHDAY AND APPREC	102.92		
Subtotal for Clerk Treasurer							243.56		
Mayor									
465339406	BORSHA INC LLC	GJPCARD0074343	11/6/2020	101009347	Mayor-Promotions	BREAKFAST WITH JODY	22.93		
465339406	BORSHA INC LLC	GJPCARD0074373	11/6/2020	101009347	Mayor-Promotions	BREAKFAST MEETING W	38.62		
465339406	BORSHA INC LLC	GJPCARD0074536	11/6/2020	101009347	Mayor-Promotions	BREAKFAST MEETING W	20.75		
465339406	BORSHA INC LLC	GJPCARD0074625	11/6/2020	101009347	Mayor-Promotions	BREAKFAST MEETING W	38.93		
Subtotal for Mayor							121.23		

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Fund No. Fund Name									
101 General									
Public Works									
VEN001983	Tractor Supply Company	GJPCARD0074334	11/6/2020	101013343	PW-Bldg Maint	CITY SERVICES FLAG PO	495.00		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074341	11/6/2020	101013224	PW-Operating Supplies	INV. #4333-433228 SPRA	27.96		
202936165	AMAZON.COM, INC.	GJPCARD0074360	11/6/2020	101013224	PW-Operating Supplies	TOOLS FOR CHRIS PAG	29.99		
833242477	RUNYON EQUIPMENT RENTAL	GJPCARD0074388	11/6/2020	101013224	PW-Operating Supplies	INV. #563546 NEW HOSE	417.23		
VEN001983	Tractor Supply Company	GJPCARD0074393	11/6/2020	101013224	PW-Operating Supplies	SPRAY PAINT	74.41		
VEN001983	Tractor Supply Company	GJPCARD0074398	11/6/2020	101013224	PW-Operating Supplies	REFILLED PROPANE.	23.99		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0074411	11/6/2020	101013224	PW-Operating Supplies	SPLIT - TOOLS FOR SHO	31.12		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074418	11/6/2020	101013224	PW-Operating Supplies	INV. #687872 SOCKET SE	311.47		
VEN000682	Fastenal	GJPCARD0074422	11/6/2020	101013224	PW-Operating Supplies	INV. #ININ2234786 SHOP	217.18		
461486267	MULTI SERVICE TECHNOLOGY	GJPCARD0074425	11/6/2020	101013229	PW-Uniforms	DENNIS HAYS BOOTS	110.49		
461486267	MULTI SERVICE TECHNOLOGY	GJPCARD0074426	11/6/2020	101013229	PW-Uniforms	BOOTS FOR JASON G, D	545.22		
300256186	TOP GOLF USA INC.	GJPCARD0074434	11/6/2020	101013347	PW-Promotions	HOLIDAY PARTY	1,372.00		
VEN001337	Menards	GJPCARD0074454	11/6/2020	101013343	PW-Bldg Maint	BULK TANK INSTALL-PW	3.98		
VEN001337	Menards	GJPCARD0074455	11/6/2020	101013343	PW-Bldg Maint	BULK TANK INSTALLS - P	14.13		
VEN001337	Menards	GJPCARD0074456	11/6/2020	101013343	PW-Bldg Maint	RETURN - AIR HOSE REP	-3.98		
VEN001337	Menards	GJPCARD0074457	11/6/2020	101013343	PW-Bldg Maint	DECK REPAIR - PW	42.12		
042896127	STAPLES INC	GJPCARD0074459	11/6/2020	101013223	PW-Office Supplies	ORDER ##### OF	56.54		
VEN008108	Kimball Midwest	GJPCARD0074469	11/6/2020	101013224	PW-Operating Supplies	INV. #8308632 STORAGE	220.42		
VEN001983	Tractor Supply Company	GJPCARD0074470	11/6/2020	101013224	PW-Operating Supplies	BLACK SPRAY PAINT - S	48.94		
421190085	CARROLL DISTRIBUTING CON	GJPCARD0074473	11/6/2020	101013224	PW-Operating Supplies	SMART LEVEL	260.00		
VEN008108	Kimball Midwest	GJPCARD0074474	11/6/2020	101013224	PW-Operating Supplies	INV. #8308397 SHRINK C	424.73		
VEN002120	Westfield Winnelson	GJPCARD0074477	11/6/2020	101013345	PW-Equip Repair	TOILET SEAT AT ASA BA	28.73		
VEN000365	Chapman Electric Supply	GJPCARD0074484	11/6/2020	101013343	PW-Bldg Maint	CITY HALL EXT.LIGHT B	102.26		
VEN001337	Menards	GJPCARD0074488	11/6/2020	101013224	PW-Operating Supplies	30 AMP RV PANEL - FAB	28.47		
VEN001983	Tractor Supply Company	GJPCARD0074489	11/6/2020	101013224	PW-Operating Supplies	PAINT RUBBER WASHE	7.28		
VEN001983	Tractor Supply Company	GJPCARD0074494	11/6/2020	101013224	PW-Operating Supplies	FABRICATION PROJECT	12.97		
VEN008108	Kimball Midwest	GJPCARD0074496	11/6/2020	101013224	PW-Operating Supplies	INV. #8300128 NUTS, BO	1,243.47		
VEN006898	Supply Warehouse Inc	GJPCARD0074497	11/6/2020	101013224	PW-Operating Supplies	INV. #590653 FILTERS FO	677.62		
202936165	AMAZON.COM, INC.	GJPCARD0074502	11/6/2020	101013223	PW-Office Supplies	OFFICE TOOLS	37.96		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074510	11/6/2020	101013349	PW-Contractual Services	SPLIT - CITY HALL (18.87)	350.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074511	11/6/2020	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS (	860.00		
VEN008108	Kimball Midwest	GJPCARD0074524	11/6/2020	101013224	PW-Operating Supplies	INV. #8294936; ZIP TIES	148.51		

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Fund No. Fund Name									
101 General									
Public Works									
VEN000800	Grainger	GJPCARD0074527	11/6/2020	101013343	PW-Bldg Maint	HANDRAIL REPAIR - PW	2.59		
VEN000682	Fastenal	GJPCARD0074535	11/6/2020	101013224	PW-Operating Supplies	INV. #2234427 CORDLES	186.44		
VEN000800	Grainger	GJPCARD0074546	11/6/2020	101013343	PW-Bldg Maint	ASA PARK HEAT-FAN	36.48		
202936165	AMAZON.COM, INC.	GJPCARD0074548	11/6/2020	101013224	PW-Operating Supplies	SOCKET SET, DRILL BIT	120.94		
VEN001337	Menards	GJPCARD0074580	11/6/2020	101013343	PW-Bldg Maint	202 PENN STREET REPA	45.17		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074584	11/6/2020	101013349	PW-Contractual Services	SPLIT - CITY HALL (17.9)	350.00		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074585	11/6/2020	101013343	PW-Bldg Maint	SPLIT - PUBLIC WORKS (	910.00		
560748358	LOWES COMPANIES, INC.	GJPCARD0074598	11/6/2020	101013224	PW-Operating Supplies	SHOP SUPPLIES - THRE	7.36		
560748358	LOWES COMPANIES, INC.	GJPCARD0074602	11/6/2020	101013224	PW-Operating Supplies	SPRINKLER HEAD FOR S	4.38		
VEN008108	Kimball Midwest	GJPCARD0074608	11/6/2020	101013224	PW-Operating Supplies	INV. #8276453 SHOP SUP	244.91		
VEN008108	Kimball Midwest	GJPCARD0074609	11/6/2020	101013224	PW-Operating Supplies	INV. #8279158 GREASE.	12.61		
820544687	AMAZON.COM, INC.	GJPCARD0074613	11/6/2020	101013224	PW-Operating Supplies	TRUCK CLEANING SUPP	49.01		
Subtotal for Public Works							10,190.10		
Communications									
VEN007922	Kroger Limited Partnership	GJPCARD0074346	11/6/2020	101020347	Comm-Promotions	COOKIES FOR EMPLOYE	11.50		
823533053	JJ ZA 2 LLC	GJPCARD0074347	11/6/2020	101020347	Comm-Promotions	PIZZA FOR EMPLOYEE E	180.23		
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0074389	11/6/2020	101020347	Comm-Promotions	MAILCHIMP ACCOUNT F	49.99		
271779864	UDEMY, INC.	GJPCARD0074415	11/6/2020	101020347	Comm-Promotions	EMPLOYEE ENGAGEMEN	12.99		
VEN007922	Kroger Limited Partnership	GJPCARD0074423	11/6/2020	101020347	Comm-Promotions	ITEMS FOR CHILI OLYMPI	206.58		
273142461	DISAREA LLC	GJPCARD0074471	11/6/2020	101020350	Comm-Dues membership	MONTHLY CHARGE FOR	64.00		
202936165	AMAZON.COM, INC.	GJPCARD0074481	11/6/2020	101020347	Comm-Promotions	ITEMS FOR WPD, WFD A	70.33		
262104214	WIX.COM LUXEMBOURG SARL	GJPCARD0074482	11/6/2020	101020350	Comm-Dues membership	YEARLY COST FOR WEL	156.00		
770510487	PAYPAL	GJPCARD0074526	11/6/2020	101020334	Comm- Training	DESIGN CONFERENCE R	297.50		
271771199	PRINTBEAR, LLC	GJPCARD0074579	11/6/2020	101020223	Comm- Office supp	THIS COST WILL BE SPLI	597.00		
455275790	TOAST INC	GJPCARD0074628	11/6/2020	101020347	Comm-Promotions	ITEMS FOR ABBOTT MEE	18.00		
Subtotal for Communications							1,069.12		
Customer Service									
042896127	STAPLES INC	GJPCARD0074328	11/6/2020	101021223	Customer serv- office supp	BANK BOXES, FILE FOLD	74.07		
VEN001357	MICHAELS STORES INC	GJPCARD0074547	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	41.96		
462852392	PALO ALTO DELIVERY INC.	GJPCARD0074549	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	20.47		
462852392	PALO ALTO DELIVERY INC.	GJPCARD0074550	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	18.67		
462852392	PALO ALTO DELIVERY INC.	GJPCARD0074551	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	19.05		

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Fund No. Fund Name									
101 General									
Customer Service									
462852392	PALO ALTO DELIVERY INC.	GJPCARD0074563	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	17.81		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074564	11/6/2020	101021347	Cust Serv-Promo	OBERER'S REMOVED TA	-1.72		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074566	11/6/2020	101021347	Cust Serv-Promo	OBERER'S REMOVED TA	-1.72		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074567	11/6/2020	101021347	Cust Serv-Promo	OBERER'S REMOVED TA	-1.72		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074587	11/6/2020	101021347	Cust Serv-Promo	OBERER'S REMOVED TA	-1.72		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074588	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	24.67		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074589	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	24.67		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074590	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	24.67		
VEN008835	CREDIT CARD CUSTOMER	GJPCARD0074591	11/6/2020	101021347	Cust Serv-Promo	CUSTOMER SERVICE W	24.67		
Subtotal for Customer Service							283.83		
Human Resources									
351742510	WELLNESS COUNCIL OF INDIA	GJPCARD0074610	11/6/2020	101022350	HR-Dues membership	2020 MEMBERSHIP - INDI	400.00		
Subtotal for Human Resources							400.00		
Subtotal for Fund 101 General							32,351.73		

Fund No. Fund Name

201 Motor Vehicle Highway (MVH)

Public Works									
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074329	11/6/2020	201013360	MVH-Vehicle Repair	INV. #4333-433271 WIND	6.79		
VEN000166	Auto Outfitters	GJPCARD0074332	11/6/2020	201013360	MVH-Vehicle Repair	INV. #378801; STROBE LI	296.25		
202936165	AMAZON.COM, INC.	GJPCARD0074335	11/6/2020	201013345	MVH-Equip Repair	PARTS TO REPAIR SALT	385.00		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0074340	11/6/2020	201013345	MVH-Equip Repair	INV. #1078061 REPLACE	272.61		
593758965	HD SUPPLY F. MAINT. LTD	GJPCARD0074344	11/6/2020	201013226	MVH-Vehicle Gas/ Supplies	INV. #402610; DEGREASE	302.14		
VEN000682	Fastenal	GJPCARD0074361	11/6/2020	201013345	MVH-Equip Repair	INV. #ININ2235004 BOLTS	72.54		
VEN000657	Esler's Auto Repair	GJPCARD0074368	11/6/2020	201013360	MVH-Vehicle Repair	VEHICLE ADJUSTMENT	65.00		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0074392	11/6/2020	201013345	MVH-Equip Repair	INV. I1076520 BOBCAT B	98.56		
232790555	ASBURY AUTOMOTIVE GROUP	GJPCARD0074396	11/6/2020	201013360	MVH-Vehicle Repair	VEHICLE REPAIR THAT T	2,287.40		
351117198	CARMEL WELDING SUPPLY C	GJPCARD0074401	11/6/2020	201013345	MVH-Equip Repair	EXPANDED METAL FOR	148.48		
VEN001983	Tractor Supply Company	GJPCARD0074416	11/6/2020	201013345	MVH-Equip Repair	SALT SPREADER REPAI	49.98		
VEN000166	Auto Outfitters	GJPCARD0074420	11/6/2020	201013360	MVH-Vehicle Repair	STROBE LIGHTS FOR 20	655.80		
VEN001465	Northside Trailer LLC	GJPCARD0074428	11/6/2020	201013345	MVH-Equip Repair	INV. #172295 SWIVEL JA	168.48		
VEN001465	Northside Trailer LLC	GJPCARD0074429	11/6/2020	201013345	MVH-Equip Repair	INV. #172301; BREAKAW	59.50		

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Fund No. Fund Name									
201 Motor Vehicle Highway (MVH)									
Public Works									
VEN008108	Kimball Midwest	GJPCARD0074431	11/6/2020	201013345	MVH-Equip Repair	INV. #8316857 SHOP SUP	183.28		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074443	11/6/2020	201013345	MVH-Equip Repair	INV. #687573; U-JOINT F	18.04		
VEN000257	Bobcat of Anderson	GJPCARD0074445	11/6/2020	201013345	MVH-Equip Repair	INV. #P22986 REPLACEM	180.10		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074458	11/6/2020	201013360	MVH-Vehicle Repair	SHOP SUPPLIES, VEHICL	27.96		
VEN000257	Bobcat of Anderson	GJPCARD0074468	11/6/2020	201013345	MVH-Equip Repair	INV. #P22972 REPLACEM	896.72		
VEN003736	Wesco Distribution	GJPCARD0074486	11/6/2020	201013472	MVH-Equip	CLASS 3 T-SHIRTS FOR	1,995.00		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074505	11/6/2020	201013228	MVH-Vehicle Gas/ Supplies	INV. #687054; AIR FRESH	10.47		
VEN008108	Kimball Midwest	GJPCARD0074523	11/6/2020	201013360	MVH-Vehicle Repair	INV. #8288385; SHRINK	171.30		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074525	11/6/2020	201013345	MVH-Equip Repair	INV. #686905; FUSE HOL	31.62		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074556	11/6/2020	201013360	MVH-Vehicle Repair	INV. #686722; AIR FILTER	350.30		
VEN001465	Northside Trailer LLC	GJPCARD0074559	11/6/2020	201013360	MVH-Vehicle Repair	INV. #172016; TRAILER P	207.99		
VEN008108	Kimball Midwest	GJPCARD0074575	11/6/2020	201013345	MVH-Equip Repair	INV. #8280833; STUD NU	26.05		
VEN001465	Northside Trailer LLC	GJPCARD0074576	11/6/2020	201013360	MVH-Vehicle Repair	INV. #171990; ADAPTOR;	35.55		
351076302	TOM O'BRIEN NORTHSIDE, IN	GJPCARD0074577	11/6/2020	201013360	MVH-Vehicle Repair	INV. #669502 KEYS FOR	103.00		
202936165	AMAZON.COM, INC.	GJPCARD0074586	11/6/2020	201013360	MVH-Vehicle Repair	REPLACEMENT MIRROR	136.95		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074601	11/6/2020	201013360	MVH-Vehicle Repair	INV. #4333-429569 BATTE	4.29		
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074614	11/6/2020	201013226	MVH-Vehicle Gas/ Supplies	INV. #4333-429548 WHIT	27.95		
VEN001625	R and T Auto Supply Inc	GJPCARD0074618	11/6/2020	201013345	MVH-Equip Repair	INV. #N026YS TIRES FOR	320.18		
381784454	EXOTIC RUBBER PLASTICS	GJPCARD0074629	11/6/2020	201013345	MVH-Equip Repair	INV. #I1066767 HYDRAULI	117.48		
VEN002326	OREILLY AUTO	GJPCARD0074634	11/6/2020	201013345	MVH-Equip Repair	MVH-Equip Repair	26.09		
VEN001417	Napa Auto Parts	GJPCARD0074635	11/6/2020	201013360	MVH-Vehicle Repair	MVH-Vehicle Repair	-18.00		
Subtotal for Public Works							9,720.85		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							9,720.85		
Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN001829	Stello Products Inc	GJPCARD0074369	11/6/2020	202013228	LRS-Signs and Posts	INV. #31602; VARIOUS ST	194.78		
VEN001829	Stello Products Inc	GJPCARD0074370	11/6/2020	202013228	LRS-Signs and Posts	INV. #31597 SPEED LIMIT	773.75		
351610153	CARMEL ACE HARDWARE INC	GJPCARD0074410	11/6/2020	202013228	LRS-Signs and Posts	SPLIT -WASHERS FOR SI	48.90		
560748358	LOWES COMPANIES, INC.	GJPCARD0074452	11/6/2020	202013432	LRS-Sidewalk	IRRIGATION HEAD REPL	14.88		

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Fund No. Fund Name									
202 Local Road and Street (LRS)									
Public Works									
VEN001820	SQUARE, INC.	GJPCARD0074555	11/6/2020	202013432	LRS-Sidewalk	TRIP HAZARD - SIDEWAL	873.75		
Subtotal for Public Works							1,906.06		
Subtotal for Fund 202 Local Road and Street (LRS)							1,906.06		
Fund No. Fund Name									
203 Fire Operating									
Fire									
260571017	DIESEL LAPTOPS	GJPCARD0074348	11/6/2020	203012472	Fire-Equip	DIESEL LAPTOP SCANNE	465.45		
VEN001337	Menards	GJPCARD0074352	11/6/2020	203012343	Fire-Building Maintenance	STATION 83 BABY BOX	57.77		
VEN001337	Menards	GJPCARD0074353	11/6/2020	203012343	Fire-Building Maintenance	STATION 83 - BABY BOX	12.88		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074354	11/6/2020	203012349	Fire-Services	SPLIT - MONITORING SE	435.00		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074355	11/6/2020	203012343	Fire-Building Maintenance	SPLIT - PARTS AND LAB	1,031.99		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074356	11/6/2020	203012349	Fire-Services	SPLIT - MONITORING SE	435.00		
770034661	INTUIT PAYMENT SOLUTIONS,	GJPCARD0074357	11/6/2020	203012343	Fire-Building Maintenance	SPLIT - PARTS AND LAB	1,417.98		
364261903	ALDI GREENWOOD DIVISIO	GJPCARD0074364	11/6/2020	203012347	Fire-Promotions	SUPPLIES	40.95		
202683084	HODGES MARINE	GJPCARD0074366	11/6/2020	203012472	Fire-Equip	LADDER-81	985.21		
VEN001337	Menards	GJPCARD0074372	11/6/2020	203012343	Fire-Building Maintenance	STATION 82 - MOP SINK	7.95		
770510487	PAYPAL	GJPCARD0074378	11/6/2020	203012224	Fire-Operating Supplies	QUICK RELEASE PINS	44.23		
462525597	SHOIFY PAYMENTS (USA) I	GJPCARD0074380	11/6/2020	203012472	Fire-Equip	E-81	319.60		
351346299	STANS AUTO ELECTRIC #000	GJPCARD0074381	11/6/2020	203012472	Fire-Equip	EQUIPMENT	529.00		
VEN007922	Kroger Limited Partnership	GJPCARD0074385	11/6/2020	203012347	Fire-Promotions	SUPPLIES	25.67		
362811931	THE ILLINOIS STATE TOLL	GJPCARD0074391	11/6/2020	203012334	Fire-Travel/Training/Seminars	TOLLS	3.40		
VEN001337	Menards	GJPCARD0074395	11/6/2020	203012343	Fire-Building Maintenance	STATION 83 - FAUCET R	47.54		
042896127	STAPLES INC	GJPCARD0074400	11/6/2020	203012223	Fire-Office Supplies	SUPPLIES	118.99		
351981175	RON-RIC INC	GJPCARD0074408	11/6/2020	203012334	Fire-Travel/Training/Seminars	FOOD	9.93		
351346299	STANS AUTO ELECTRIC #000	GJPCARD0074417	11/6/2020	203012360	Fire-Vehicle Maint	ENGINE 83	298.58		
VEN001337	Menards	GJPCARD0074419	11/6/2020	203012343	Fire-Building Maintenance	STATION 83 - BABYBOX I	5.68		
770510487	PAYPAL	GJPCARD0074435	11/6/2020	203012350	Fire-Subscriptions/Dues	BEHAVIORAL HEALTH AL	25.00		
042896127	STAPLES INC	GJPCARD0074446	11/6/2020	203012223	Fire-Office Supplies	OFFICE SUPPLIES	24.60		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0074447	11/6/2020	203012349	Fire-Services	CABLE	64.99		

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Fund No. Fund Name									
203 Fire Operating									
Fire									
VEN007922	Kroger Limited Partnership	GJPCARD0074448	11/6/2020	203012347	Fire-Promotions	REVERSE TRICK OR TRE	400.72		
VEN001815	Speedway Superamerica	GJPCARD0074449	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL	32.60		
522067965	GIANT EAGLE INC	GJPCARD0074453	11/6/2020	203012334	Fire-Travel/Training/Seminars	WATER FOR TRAINING	9.98		
042896127	STAPLES INC	GJPCARD0074462	11/6/2020	203012223	Fire-Office Supplies	OFFICE SUPPLIES	43.98		
VEN002001	Truck Service	GJPCARD0074465	11/6/2020	203012360	Fire-Vehicle Maint	AMBULANCE 82	735.63		
770510487	PAYPAL	GJPCARD0074466	11/6/2020	203012472	Fire-Equip	PARTS	-19.58		
VEN001815	Speedway Superamerica	GJPCARD0074467	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL	27.20		
VEN000679	FAHD AMOCO INC	GJPCARD0074483	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL	30.62		
202936165	AMAZON.COM, INC.	GJPCARD0074492	11/6/2020	203012223	Fire-Office Supplies	KITCHEN SUPPLIES - ST	79.80		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074507	11/6/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (2.7)	50.00		
VEN001337	Menards	GJPCARD0074512	11/6/2020	203012472	Fire-Equip	TOOLS	30.62		
851847110	MUSOLF HARDWARE, LLC	GJPCARD0074513	11/6/2020	203012223	Fire-Office Supplies	SCREWS	16.19		
522067965	GIANT EAGLE INC	GJPCARD0074522	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL FOR TRAINING	37.64		
VEN000800	Grainger	GJPCARD0074528	11/6/2020	203012343	Fire-Building Maintenance	STATION 83 HEATER RE	41.06		
351696078	AUTOMOTIVE ACTION II INC	GJPCARD0074538	11/6/2020	203012360	Fire-Vehicle Maint	2019 FORD F-150 XLT	20.00		
VEN000388	CHIPOTLE MEXICAN GRILL	GJPCARD0074539	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS - L	84.48		
391036365	KWIK TRIP INC	GJPCARD0074541	11/6/2020	203012334	Fire-Travel/Training/Seminars	FUEL FOR TRAINING CL	15.30		
VEN001820	SQUARE, INC.	GJPCARD0074542	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS	37.93		
522067965	GIANT EAGLE INC	GJPCARD0074544	11/6/2020	203012347	Fire-Promotions	WATER FOR ENGINEER	9.98		
861088458	BIG HOFFAS SMOKEHOUSE BAR	GJPCARD0074554	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS	89.10		
VEN000800	Grainger	GJPCARD0074561	11/6/2020	203012343	Fire-Building Maintenance	STATION 82 - OVERHEA	16.58		
VEN002293	Westfield Yamaha	GJPCARD0074570	11/6/2020	203012472	Fire-Equip	KAWASAKI MULE	121.00		
VEN006898	Supply Warehouse Inc	GJPCARD0074571	11/6/2020	203012224	Fire-Operating Supplies	STATION SUPPLIES	743.49		
351883574	CHINSKY RESTAURANT GROUP	GJPCARD0074572	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS	69.35		
912055198	PACIFIC BELLS, LLC	GJPCARD0074573	11/6/2020	203012334	Fire-Travel/Training/Seminars	MEAL FOR TRAINING CL	6.32		
391259167	VALLEY MANAGEMENT INC	GJPCARD0074574	11/6/2020	203012334	Fire-Travel/Training/Seminars	MEAL FOR TRAINING CL	5.69		
471532279	KPV INDIANAPOLIS LLC	GJPCARD0074578	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS	31.68		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074581	11/6/2020	203012343	Fire-Building Maintenance	SPLIT - FIRE (2.56)	50.00		
462967004	FINNER LLC	GJPCARD0074592	11/6/2020	203012347	Fire-Promotions	ENGINEER PROCESS	59.40		
391036365	KWIK TRIP INC	GJPCARD0074594	11/6/2020	203012334	Fire-Travel/Training/Seminars	FUEL FOR TRAINING CL	36.02		
391036365	KWIK TRIP INC	GJPCARD0074599	11/6/2020	203012334	Fire-Travel/Training/Seminars	FOOD FOR TRAINING CL	3.98		
202597227	GOOGLE PAYMENT CORP.	GJPCARD0074603	11/6/2020	203012350	Fire-Subscriptions/Dues	CABLE	64.99		

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Fund No.	Fund Name								
203	Fire Operating								
	Fire								
820544687	AMAZON.COM, INC.	GJPCARD0074604	11/6/2020	203012224	Fire-Operating Supplies	KITCHEN SUPPLIES	59.99		
274023915	MACHINE SHED LLC	GJPCARD0074606	11/6/2020	203012334	Fire-Travel/Training/Seminars	MEAL FOR TRAINING CL	26.08		
311537655	MARATHON PETROLEUM COMPAN	GJPCARD0074617	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL PUMPS WERE DO	32.10		
VEN001282	MACS CONVENIENCE STORES	GJPCARD0074623	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL	35.37		
VEN001820	SQUARE, INC.	GJPCARD0074624	11/6/2020	203012347	Fire-Promotions	BREAKFAST FOR TESTI	33.92		
VEN001815	Speedway Superamerica	GJPCARD0074627	11/6/2020	203012226	Fire-Vehicle Gas/Supplies	FUEL	26.34		
VEN003276	CULVERS OF INDIANA	GJPCARD0074636	11/6/2020	203012334	Fire-Travel/Training/Seminars	Fire-Travel/Training/Semin	18.51		
VEN001337	Menards	GJPCARD0074637	11/6/2020	203012224	Fire-Operating Supplies	Fire-Operating Supplies	11.99		
Subtotal for Fire							9,633.44		
Subtotal for Fund 203 Fire Operating							9,633.44		
Fund No.	Fund Name								
206	Parks Programming/Events								
	Parks								
202936165	AMAZON.COM, INC.	GJPCARD0074359	11/6/2020	206005347	Parks Program-Promotions	WIL PHOTO FRAMES FO	55.00		
202936165	AMAZON.COM, INC.	GJPCARD0074379	11/6/2020	206005347	Parks Program-Promotions	WIL LUMINARY BAGS LI	54.52		
VEN001869	Swank Motion Pictures	GJPCARD0074516	11/6/2020	206005347	Parks Program-Promotions	HALLOWEEN MOVIE IN T	450.00		
VEN001820	SQUARE, INC.	GJPCARD0074596	11/6/2020	206005347	Parks Program-Promotions	DDD/MSD BALLOON DEC	477.00		
VEN000480	CSI Signs	GJPCARD0074631	11/6/2020	206005347	Parks Program-Promotions	BARKTOBERFEST ROAD	240.00		
Subtotal for Parks							1,276.52		
Subtotal for Fund 206 Parks Programming/Events							1,276.52		
Fund No.	Fund Name								
239	Law Enforcement								
	Police								
770510487	PAYPAL	GJPCARD0074383	11/6/2020	239002334	Law Enforce-Travel/Train	STREET COP TRAINING -	175.00		
351890782	GPR INC.	GJPCARD0074397	11/6/2020	239002334	Law Enforce-Travel/Train	SGT. MEETING/TRAININ	170.00		
VEN000384	CHICK-FIL-A CORP	GJPCARD0074405	11/6/2020	239002334	Law Enforce-Travel/Train	SGT. MEETING/TRAININ	27.04		
VEN001923	THE IRISH LION INC	GJPCARD0074421	11/6/2020	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	92.79		
356000954	CITY OF BLOOMINGTON IN	GJPCARD0074424	11/6/2020	239002334	Law Enforce-Travel/Train	PARKING DURING TRAIN	1.80		
352074226	THE VILLAGE DELI INC	GJPCARD0074430	11/6/2020	239002334	Law Enforce-Travel/Train	MEALS DURING TRAININ	61.08		
VEN007922	Kroger Limited Partnership	GJPCARD0074440	11/6/2020	239002334	Law Enforce-Travel/Train	ITEMS FOR HOSTING TR	25.45		

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Fund No. Fund Name									
239	Law Enforcement								
	Police								
356000954	CITY OF BLOOMINGTON IN	GJPCARD0074442	11/6/2020	239002334	Law Enforce-Travel/Train	PARKING DURING TRAIN	1.80		
770510487	PAYPAL	GJPCARD0074532	11/6/2020	239002334	Law Enforce-Travel/Train	MANAGING POLICE REC	250.00		
	Subtotal for Police						804.96		
Subtotal for Fund 239 Law Enforcement							804.96		
Fund No. Fund Name									
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN000975	Indiana Oxygen Company	GJPCARD0074387	11/6/2020	269014472	Training Fac-Equipment	SHIELD CAPS	91.36		
VEN001337	Menards	GJPCARD0074444	11/6/2020	269014334	Training Fac-Travel/Training	HCTC PROPS	11.83		
VEN001820	SQUARE, INC.	GJPCARD0074461	11/6/2020	269014334	Training Fac-Travel/Training	ISO CLASS	122.18		
522067965	GIANT EAGLE INC	GJPCARD0074464	11/6/2020	269014226	Training Fac-Veh Gas	FUEL	28.00		
VEN001337	Menards	GJPCARD0074472	11/6/2020	269014343	Training Fac-Building Maint	HCTC CLEANING	11.98		
VEN001337	Menards	GJPCARD0074478	11/6/2020	269014334	Training Fac-Travel/Training	PLYWOOD	413.77		
VEN000975	Indiana Oxygen Company	GJPCARD0074479	11/6/2020	269014472	Training Fac-Equipment	TORCHES, WELDING HE	259.60		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074509	11/6/2020	269014349	Training Fac-Services	SPLIT - HCTC (5.12)	95.00		
VEN006898	Supply Warehouse Inc	GJPCARD0074514	11/6/2020	269014223	Training Fac-Operating Sup	HCTC SUPPLIES	148.79		
VEN001337	Menards	GJPCARD0074553	11/6/2020	269014223	Training Fac-Operating Sup	HCTC SUPPLIES	99.36		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074583	11/6/2020	269014349	Training Fac-Services	SPLIT - HCTC (4.86)	95.00		
274538887	FOUNDATION BUILDING MATE	GJPCARD0074597	11/6/2020	269014334	Training Fac-Travel/Training	TRAINING PROPS	6,977.10		
	Subtotal for Public Safety (Police and Fire)						8,353.97		
Subtotal for Fund 269 Training Facility Center							8,353.97		
Fund No. Fund Name									
348	GO Bond 2019								
	Public Works								
352035177	D. YOUNG CHEVROLET, LLC	GJPCARD0074485	11/6/2020	348013473	Go Bond 2019 PW Veh	Go Bond 2019 PW Vehicle	13,000.00		
	Subtotal for Public Works						13,000.00		
Subtotal for Fund 348 GO Bond 2019							13,000.00		

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Fund No. Fund Name									
640 Sports Campus Operating									
Grand Park									
VEN001337	Menards	GJPCARD0074330	11/6/2020	640015224	Sports Campus-Operating Su	INDIANA SPORTS CORP	265.49		
VEN007922	Kroger Limited Partnership	GJPCARD0074333	11/6/2020	640015347	Sports Campus-Promotions	STAFF LUNCH	25.10		
VEN001983	Tractor Supply Company	GJPCARD0074349	11/6/2020	640015224	Sports Campus-Operating Su	OPERATIONS SUPPLIES	154.96		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074438	11/6/2020	640015349	Sports Campus-Services	CLEANING SERVICES	3,555.00		
411822872	BEST BUY CO INC	GJPCARD0074503	11/6/2020	640015224	Sports Campus-Operating Su	THUMB DRIVES - RETUR	18.18		
860850417	GODADDY.COM LLC	GJPCARD0074531	11/6/2020	640015347	Sports Campus-Promotions	CHRISTMAS CARNIVAL U	38.34		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074540	11/6/2020	640015349	Sports Campus-Services	EVENT JANITORIAL	4,169.00		
VEN002022	UNITED STATES POSTAL SERV	GJPCARD0074543	11/6/2020	640015224	Sports Campus-Operating Su	GRAND GAMES - MAILED	8.25		
582554149	THE ROCKET SCIENCE GROUP,	GJPCARD0074545	11/6/2020	640015389	Sports Campus-App/Licensing	MAILCHIMP - EMAIL MAR	99.00		
Subtotal for Grand Park							8,333.32		
Sport Campus Indoor Event Ctr									
440618012	O'REILLY AUTOMOTIVE STOR	GJPCARD0074365	11/6/2020	640023343	GP Indoor-Bldg Maint	SPRAY LUBRICANT	9.99		
VEN001337	Menards	GJPCARD0074390	11/6/2020	640023343	GP Indoor-Bldg Maint	RETURN OF ITEM	-29.98		
262104214	WIX.COM LUXEMBOURG SARL	GJPCARD0074394	11/6/2020	640023347	GP Indoor-Promotion	WIX - GRAND GAMES W	17.00		
VEN001337	Menards	GJPCARD0074402	11/6/2020	640023343	GP Indoor-Bldg Maint	WATER SHUT OFF VALV	30.89		
VEN000365	Chapman Electric Supply	GJPCARD0074495	11/6/2020	640023343	GP Indoor-Bldg Maint	EMERGENCY LIGHTING	57.83		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074519	11/6/2020	640023349	GP Indoor-Services	CONTRACTED JANITORI	1,700.00		
VEN001337	Menards	GJPCARD0074520	11/6/2020	640023343	GP Indoor-Bldg Maint	WATER CUT OFF VALVE	29.98		
VEN001337	Menards	GJPCARD0074521	11/6/2020	640023343	GP Indoor-Bldg Maint	RETURNED ITEMS	-5.98		
352088176	FIRST CLASS CLEANING SERV	GJPCARD0074557	11/6/2020	640023349	GP Indoor-Services	CONTRACTED CUSTODI	1,810.00		
VEN001337	Menards	GJPCARD0074605	11/6/2020	640023343	GP Indoor-Bldg Maint	WIRE NUTS, BATTERIES,	37.80		
464013297	MIDWEST PARTS TEAM LLC	GJPCARD0074619	11/6/2020	640023343	GP Indoor-Bldg Maint	EXHAUST FAN BELT	8.54		
Subtotal for Sport Campus Indoor Event Ctr							3,666.07		
Subtotal for Fund 640 Sports Campus Operating							11,999.39		
Fund No. Fund Name									
900 Stormwater									
Stormwater									
356002041	PURDUE UNIVERSITY HQ	GJPCARD0074338	11/6/2020	900016334	Storm-Travel/Training/Semina	TRAINING	75.00		
356002041	PURDUE UNIVERSITY HQ	GJPCARD0074339	11/6/2020	900016334	Storm-Travel/Training/Semina	TRAINING	75.00		

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Fund No. Fund Name									
900	Stormwater								
	Stormwater								
421190085	CARROLL DISTRIBUTING CON	GJPCARD0074593	11/6/2020	900016474	Storm-Construction Costs	INV. #15435 5 GAL TAR F	87.00		
	Subtotal for Stormwater						237.00		
	Subtotal for Fund 900 Stormwater						237.00		
	Posted Invoices Total						89,283.92		



SILVERTHORNE HOMES



MONROE ELEVATION A



MONROE ELEVATION B



MONROE ELEVATION C



MONROE ELEVATION D



MONROE ELEVATION E



MONROE ELEVATION F



SILVERTHORNE HOMES



ARTHUR ELEVATION A



ARTHUR ELEVATION B



ARTHUR ELEVATION C



ARTHUR ELEVATION D



ARTHUR ELEVATION E



ARTHUR ELEVATION F



SILVERTHORNE HOMES



LINCOLN TUDOR



LINCOLN TRADITIONAL



LINCOLN CRAFTSMAN



REAGAN A



REAGAN B



REAGAN C



REAGAN CRAFTSMAN



REAGAN TRADITIONAL



REAGAN TUDOR



JEFFERSON A



JEFFERSON B



JEFFERSON C



JEFFERSON TRADITIONAL



JEFFERSON CRAFTSMAN



JEFFERSON TUDOR



EISENHOWER TRADITIONAL



Traditional

HARRISON TRADITIONAL



HARRISON CRAFTSMAN



Tudor

HARRISON TUDOR



TRUMAN TRADITIONAL



TRUMAN CRAFTSMAN



TRUMAN TUDOR



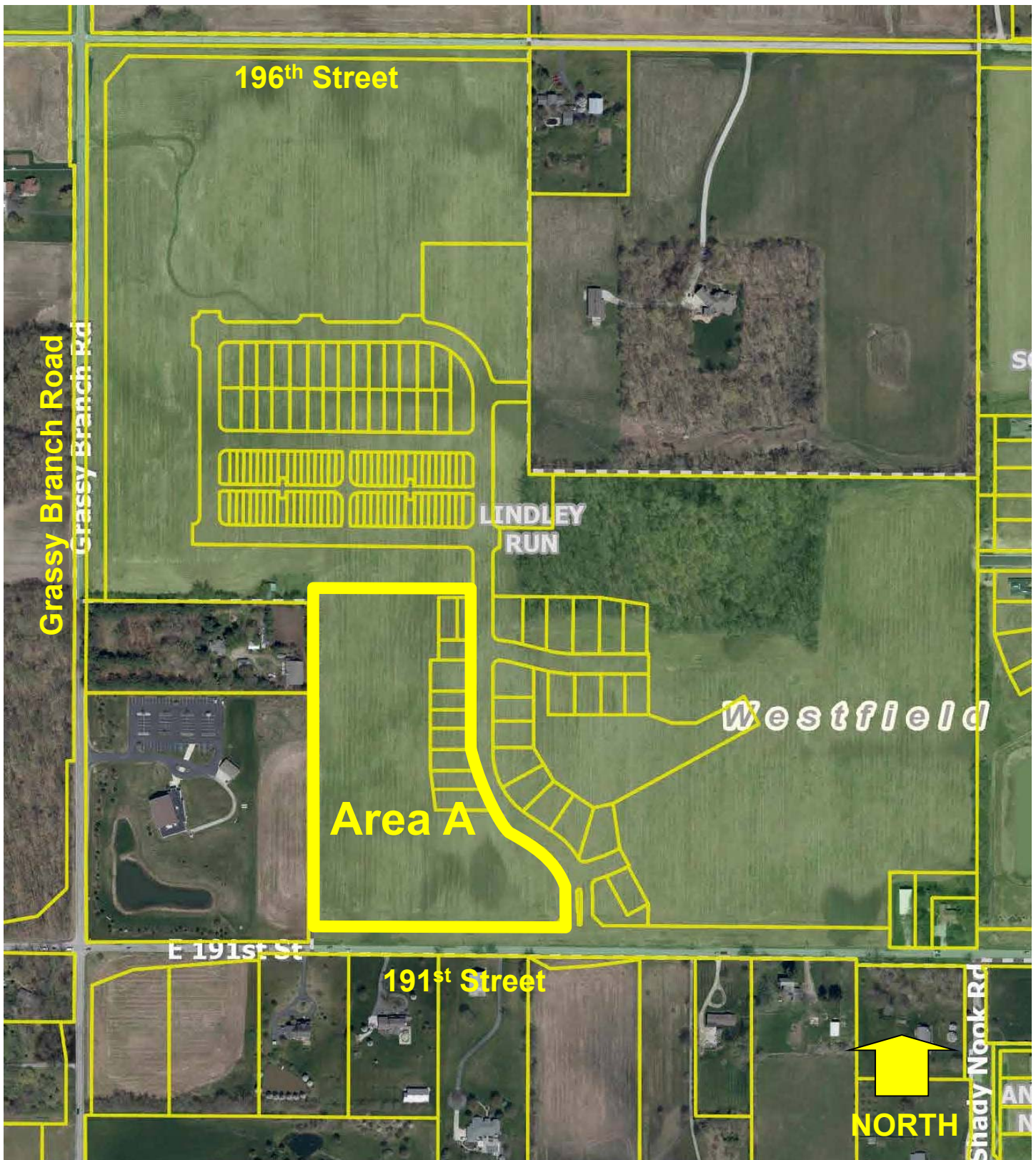
ROOSEVELT TRADITIONAL



ROOSEVELT CRAFTSMAN



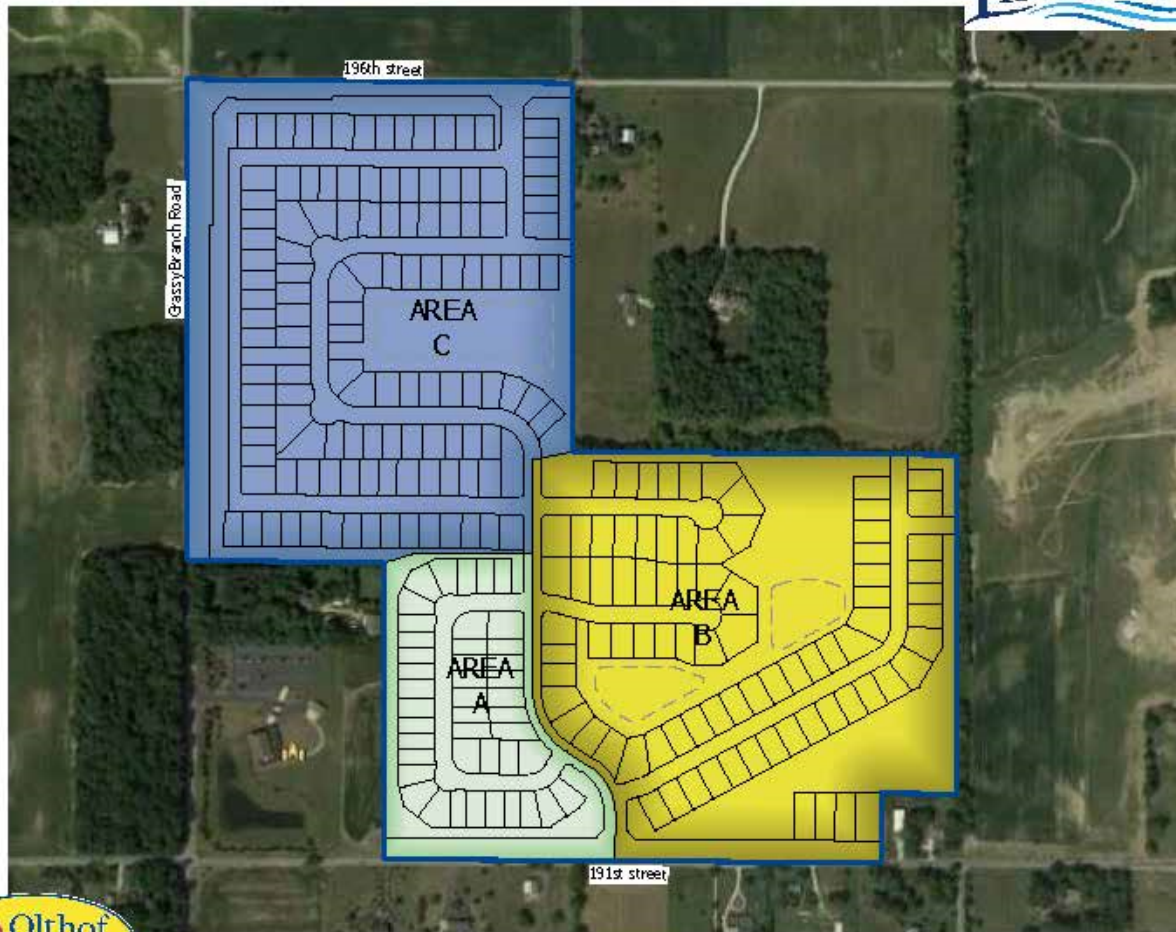
ROOSEVELT TUDOR



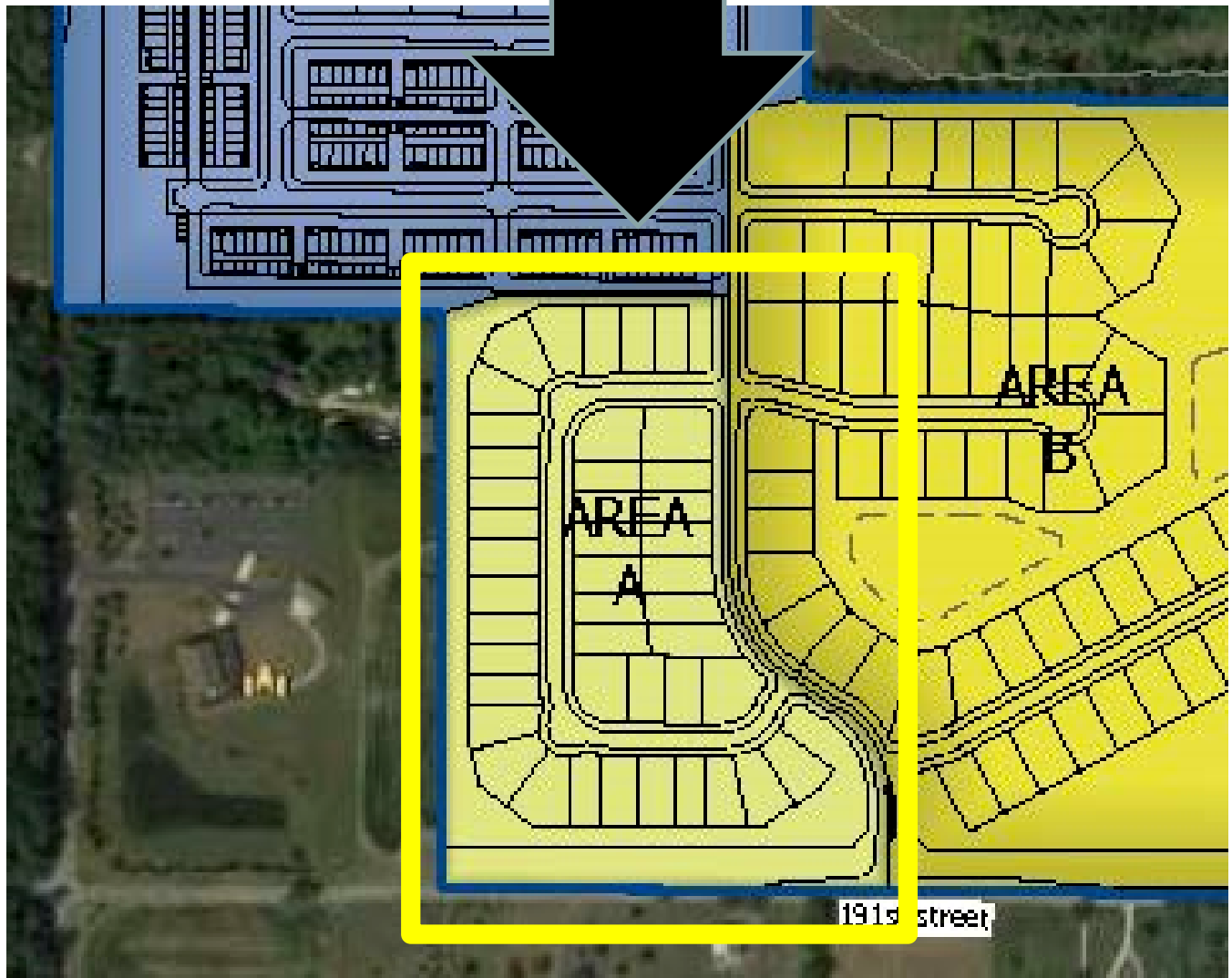
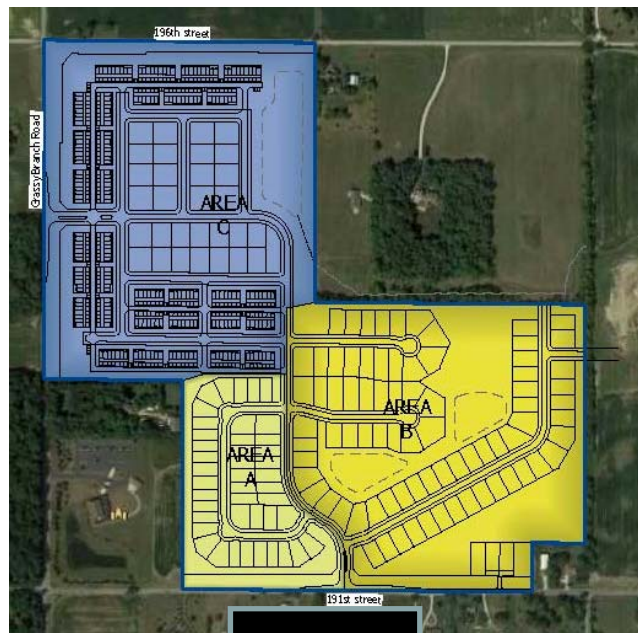
Lindley Run (Area A)
Site Location Map / Aerial Photograph

Area Map

LINDLEY RUN



Lindley Run (Area A)
Site Location Map / Aerial Photograph





ORDINANCE NO. _20-50

AN ORDINANCE AUTHORIZING THE CITY OF WESTFIELD, INDIANA TO
ISSUE ITS TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT
REVENUE BONDS (WHEELER LANDING PROJECT) AND AUTHORIZING
AND APPROVING OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Westfield, Indiana (“City”) is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions to issue revenue bonds for the purpose of financing, reimbursing or refinancing the costs of acquisition, construction, renovation, installation and equipping of economic development facilities in order to foster diversification of economic development and creation or retention of opportunities for gainful employment in or near the City;

WHEREAS, the Act declares that the financing or refinancing of economic development facilities constitutes a public purpose;

WHEREAS, on March 27, 2019, the City, the Westfield Redevelopment Commission (“Redevelopment Commission”) and Wheeler Landing I, LLC (“Developer”) entered into an Economic Development Agreement (the “Development Agreement”) providing for the completion of certain economic development facilities consisting of (i) design and construction of the extension of Oak Ridge Road to be renamed Grand Park Boulevard (“Renamed Grand Park Boulevard”) to State Road 32 consistent with the design and configuration in Exhibit D to the Development Agreement, including the “T” intersection for the east/west road south of 186th Street connecting the existing Wheeler Road roundabout to Renamed Grand Park Boulevard; (ii) design and construction of the extension of Tournament Trail from Renamed Grand Park Boulevard to Wheeler Road; (iii) design and construction of a yet to be named east/west road connecting Wheeler Road to Renamed Grand Park Boulevard, such road being to the north of Tournament Trail and to the south of 181st; (iv) the cost of improvements to the existing signal and turn lanes at Wheeler Road and State Road 32; (v) the cost of the traffic signal at Wheeler Road and Tournament Trail; and (vi) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project, local public improvements, and certain future needs of the City, including a regional storm water retention/detention pond ((i) through (vi), collectively, the “Public Improvements Project”), in or physically connected to the Wheeler Landing Allocation Area (the “Allocation Area”) within the Wheeler Landing Economic Development Area (the “Area”), to support future commercial and residential development in the Area;

WHEREAS, on June 10, 2019, the Common Council of the City (the “Common Council”) adopted Ordinance 19-18, authorizing the issuance of certain economic development revenue obligations, pursuant to the Act, in a maximum a principal amount of \$7,272,765, payable from incremental property tax revenues generated and collected in the Allocation Area (the “Tax Increment”) and certain road impact fees (the “RIF”) set forth in the Development Agreement, for the purpose of financing the Public Improvements Project;

WHEREAS, given current market conditions and the increase in estimated costs of the Public Improvements Project, the Developer is now subject to certain funding conditions by its lender related to the Public Improvements and proposes an amended financing program to complete the Public Improvements Project;

WHEREAS, to facilitate the construction of the Public Improvements and, subsequently, accelerate the collection of Tax Increment, J.C. Hart Company and/or one or more affiliates and/or designees thereof (collectively, the “J.C. Hart Developer”), proposes to construct apartment homes consisting of approximately 214 luxury apartments on six acres, offering a mix of one, two and three bedrooms including structured parking and a clubhouse (collectively, the “Apartment Project”), in or physically connected to the Allocation Area;

WHEREAS, consistent with the terms of a proposed First Amendment to the Development Agreement, among the City, the Redevelopment Commission, the Developer and the J.C. Hart Developer (the “First Amendment”), the Developer and the J.C. Hart Developer have advised the Westfield Economic Development Commission and the City concerning the Public Improvements Project and the Apartment Project, respectively (collectively, the “Projects”), and request that the City issue its (i) Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Eight Million Eight Hundred Thousand Dollars (\$8,800,000) (the “Series A Bonds”) and (ii) Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the “Series B Bonds” and together with the Series A Bonds, collectively, the “Bonds”), under the Act, and provide the proceeds of the Series A Bonds to Wheeler and lend the proceeds of the Series B Bonds to J.C. Hart for the purpose of financing all or a portion of the costs of the Projects including capitalized interest, if any, and costs of issuance of the Bonds;

WHEREAS, the Redevelopment Commission is expected to adopt a resolution pledging Tax Increment (the “Pledged Tax Increment”) and payments received under the Taxpayer Agreement to pay debt service on (i) the proposed Series A Bonds and (ii) the proposed Series B Bonds, junior and subordinate to the Series A Bonds;

WHEREAS, the J.C. Hart Developer will enter into a taxpayer agreement, among the City, the Redevelopment Commission and the J.C. Hart Developer (the “Taxpayer Agreement”), guaranteeing a certain amount of Tax Increment will be collected for the purpose of stabilizing the collection of Tax Increment;

WHEREAS, pursuant to and in accordance with the Act, and consistent with the terms of the Development Agreement, as amended by the First Amendment, the City desires to provide funds necessary to finance all or a portion of the costs of the Projects by issuing the Bonds;

WHEREAS, the financing of all or a portion of the costs of the Projects results in the diversification of industry, the creation and retention of jobs, the creation and retention of business

opportunities in the City, and will be of public benefit to the health, safety and general welfare of the City and its citizens;

WHEREAS, the Act provides that the Bonds may be secured by a trust indenture between an issuer and a corporate trustee, and that a financing agreement will, among other things, provide for payments in an amount sufficient to pay the principal and interest on the Bonds authorized and allocable to the financing of the Projects;

WHEREAS, Developer and J.C. Hart Developer (collectively, the “Developers”) will make certain representations, warranties and commitments regarding the Public Improvements Project and the Apartment Project, respectively, which will permit the City to derive the Tax Increment within the Allocation Area which, along with the application of RIF to the Series A Bonds, is projected to be sufficient to pay principal of and interest on the Bonds, as the same become due and payable, and to pay administrative expenses in connection with the Bonds;

WHEREAS, prior to the issuance of the Bonds, based on the representations, warranties and commitments made by the Developers, the Redevelopment Commission is expected to pledge the Tax Increment to the payment of the Bonds (the “Pledged Tax Increment”), and payments received under the Taxpayer Agreement;

WHEREAS, on November 9, 2020, the Westfield Economic Development Commission (the “Economic Development Commission”) conducted a public hearing in accordance with the Act and Indiana Code 5-3-1, and adopted its resolution (the “Resolution”) finding that the financing of all or a portion of the costs of the Projects comply with the purposes and provisions of the Act and that such financing will be of benefit to the health and general welfare of the City;

WHEREAS, with respect to the Bonds, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Council the forms of: (1) a Financing Agreement, between the City and the Developer (the “Financing Agreement”); (2) a Trust Indenture including a form of the Series A Bonds (the “Series A Bonds Indenture” and together with the Financing Agreement, the “Series A Financing Documents”), between the City and a trustee (the “Series A Trustee”), and (3) and this Bond Ordinance;

WHEREAS, with respect to the Series B Bonds, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Council the forms of: (1) a Financing and Loan Agreement, between the City and the J.C. Hart Developer (the “Loan Agreement”); (2) a Trust Indenture including a form of the Series B Bonds (the “Series B Bonds Indenture” and together with the Loan Agreement, the “Series B Financing Documents”), between the City and a trustee (the “Series B Trustee”), and (3) this Bond Ordinance;

WHEREAS, no member of the Common Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to the

Common Council and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16;

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

Section 1. The Council hereby finds and determines that the financing and reimbursement of the economic development facilities referred to in the Financing Documents consisting of the Projects, the issuance and sale of the Bonds, and the use of the net proceeds thereof by the Developers to finance all or a portion of the costs of the Projects will (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, and (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. The forms of the Series A Financing Documents and the Series B Financing Documents presented herewith are hereby approved and all such documents shall be kept on file by the Clerk-Treasurer of the City (the "Clerk-Treasurer"). In compliance with Indiana Code 36-1-5-4, two (2) copies of the Series A Financing Documents and the Series B Financing Documents are on file in the office of the Clerk-Treasurer for public inspection.

Section 3. The proposed financing of the Public Improvements Project and the Apartment Project, including capitalized interest, if any, and costs of issuance of the Bonds, as further described in the Series A Bonds Financing Documents and in the Series B Financing Documents, respectively, by the issuance of the Bonds, in the form proposed by the Economic Development Commission, is hereby approved.

Section 4. The issuance of the Series A Bonds, payable solely from revenues and receipts derived from the Series A Bonds Financing Documents consisting of the Pledged Tax Increment, available RIF received in connection with the Public Improvements Project as set forth in the Development Agreement, and payments received under the Taxpayer Agreement, is hereby authorized. The issuance of the Series B Bonds, payable solely from revenue and receipts derived from the Series B Bonds Financing Documents consisting of the Pledged Tax Increment, junior and subordinate to the Series A Bonds, and payments received under the Taxpayer Agreement is hereby authorized. The Bonds and the interest thereon do not and shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit or taxing power of the City.

Section 5. The Series A Bonds, in one or more series, in the aggregate principal amount not to exceed Eight Million Eight Hundred Thousand Dollars (\$8,800,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City, as required under the Act; (ii) be dated as of the date of issuance or

the first day of the month in which the Series A Bonds are issued; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at a rate not to exceed six percent (6.00%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Series A Financing Documents; (v) be issuable in such denominations as set forth in the Series A Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Series A Bonds Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Series A Trustee as provided in the Series A Bonds Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Series A Bonds Financing Documents, including mandatory sinking fund redemption; and (xi) contain such other terms and provisions as may be provided in the Series A Bonds Financing Documents.

Section 6. The City is authorized to issue the Series B Bonds, in one or more series in the aggregate principal amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City, as required under the Act; (ii) be dated as of the date of issuance or the first day of the month in which the Series B Bonds are issued; (iii) mature on a date not later than seven (7) years after the date of issuance; (iv) bear interest at a rate not to exceed six percent (6.00%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Series B Bonds Financing Documents; (v) be issuable in such denominations as set forth in the Series B Bonds Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Series B Bonds Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Series B Trustee as provided in the Series B Bonds Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Series B Bonds Financing Documents, including mandatory sinking fund redemption; and (xi) contain such other terms and provisions as may be provided in the Series B Bonds Financing Documents.

Section 7. In accordance with the Act, the Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute, attest, affix or imprint by any means the City seal to the documents constituting the Series A Financing Documents and Series B Financing Documents approved herein on behalf of the City or endorse and deliver the Series A Financing Documents and Series B Financing Documents, and such other documents which may be necessary, appropriate or desirable to consummate the transactions contemplated by the Series A Financing Documents and Series B Financing Documents. The signatures of the Mayor and Clerk-Treasurer may be either manual or facsimile signatures. The Mayor and Clerk-Treasurer are hereby authorized to arrange for the delivery of the Bonds to the trustee named in the Series A Bonds Indenture and Series B Bonds Indenture, and after payment in the manner set forth in the Series A Financing Documents and Series B Financing Documents the Bonds shall be delivered by the trustee to the respective purchasers thereof. The Bonds may be both purchased by the bond purchaser in installments and drawn down in installments. The Mayor and Clerk-Treasurer may, by their execution of the Series A Financing Documents and Series B Financing Documents requiring their signatures and imprinting of facsimile signatures thereon, approve such changes in the Series A Financing Documents and Series B Financing Documents

as may be permitted by the Act, if such changes do not affect terms set forth in Section 27(a)(1) through and including (a)(10) of the Act.

Section 8. The provisions of the Series A Financing Documents and the Series B Financing Documents shall constitute a binding contract between the City and the holder of the Bonds and after the issuance of the Bonds, this ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds so long as the Series Bonds or the interest thereon remains unpaid.

Section 9. All ordinance or parts of ordinances in conflict herewith are hereby repealed, and particularly Ordinance 19-18 adopted by the Common Council on June 10, 2019.

Section 10. This Ordinance shall be in full force and effect immediately upon adoption.

* * * *

ADOPTED AND PASSED THIS ____ DAY OF _____ 2020, BY THE
WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis
_____ Jake Gilbert	_____ Jake Gilbert	_____ Jake Gilbert
_____ Joe Edwards	_____ Joe Edwards	_____ Joe Edwards
_____ Scott Frei	_____ Scott Frei	_____ Scott Frei
_____ Mike Johns	_____ Mike Johns	_____ Mike Johns
_____ Troy Patton	_____ Troy Patton	_____ Troy Patton
_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric	_____ Cindy L. Spoljaric

ATTEST:

Cindy J. Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 20-50 was delivered to the Mayor of Westfield on the _____ day of _____, 2020, at ____:____.m.

Cindy J. Gossard, Clerk-Treasurer

I hereby APPROVE Ordinance 20-50

this _____ day of _____,
2020 at ____:____.m.

J. Andrew Cook, Mayor

I hereby VETO Ordinance 20-50 this

_____ day of _____, 2020 at
____:____.m.

J. Andrew Cook, Mayor

KD_(11089976.2).docx

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/ M. Catherine Fanello.

This document prepared by M. Catherine Fanello, Esq. Krieg DeVault LLP, 12800 North Meridian Street, Suite 300, Carmel, IN 46032, (317) 238-6359.

WHEREAS, given current market conditions and the increase in estimated costs of the Public Improvements Project, the Developer is now subject to certain funding conditions by its lender related to the Public Improvements and proposes an amended financing program to complete the Public Improvements Project;

WHEREAS, to facilitate the construction of the Public Improvements and, subsequently, accelerate the collection of Tax Increment, J.C. Hart Company and/or one or more affiliates and/or designees thereof (collectively, the “J.C. Hart Developer”), proposes to construct apartment homes consisting of approximately 214 luxury apartments on six acres, offering a mix of one, two and three bedrooms including structured parking and a clubhouse (collectively, the “Apartment Project”), in or physically connected to the Allocation Area;

WHEREAS, consistent with the terms of a proposed First Amendment to the Development Agreement, among the City, the Redevelopment Commission, the Developer and the J.C. Hart Developer (the “First Amendment”), the Developer and the J.C. Hart Developer have advised the Westfield Economic Development Commission and the City concerning the Public Improvements Project and the Apartment Project, respectively (collectively, the “Projects”), and request that the City issue its (i) Taxable Economic Development Tax Increment Revenue Bonds, Series 20__A (Wheeler Landing Project) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Eight Million Eight Hundred Thousand Dollars (\$8,800,000) (the “Series A Bonds”) and (ii) Taxable Economic Development Subordinate Tax Increment Revenue Bonds, Series 20__B (Wheeler Landing Project) (with such further series or different designation as determined to be necessary including the year in which issued), in one or more series, in an aggregate principal amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the “Series B Bonds” and together with the Series A Bonds, collectively, the “Bonds”), under the Act, and provide the proceeds of the Series A Bonds to Wheeler and lend the proceeds of the Series B Bonds to J.C. Hart for the purpose of financing all or a portion of the costs of the Projects including capitalized interest, if any, and costs of issuance of the Bonds;

WHEREAS, the Redevelopment Commission is expected to adopt a resolution pledging Tax Increment (the “Pledged Tax Increment”) and payments received under the Taxpayer Agreement to pay debt service on (i) the proposed Series A Bonds and (ii) the proposed Series B Bonds, junior and subordinate to the Series A Bonds;

WHEREAS, the J.C. Hart Developer will enter into a taxpayer agreement, among the City, the Redevelopment Commission and the J.C. Hart Developer (the “Taxpayer Agreement”), guaranteeing a certain amount of Tax Increment will be collected for the purpose of stabilizing the collection of Tax Increment;

WHEREAS, pursuant to and in accordance with the Act, and consistent with the terms of the Development Agreement, as amended by the First Amendment ~~to the Economic Development Agreement~~, the City desires to provide funds necessary to finance all or a portion of the costs of the Projects by issuing the Bonds;

WHEREAS, the financing of all or a portion of the costs of the Projects results in the diversification of industry, the creation and retention of jobs, the creation and retention of business opportunities in the City, and will be of public benefit to the health, safety and general welfare of the City and its citizens;

WHEREAS, the Act provides that the Bonds may be secured by a trust indenture between an issuer and a corporate trustee, and that a financing agreement will, among other things, provide for payments in an amount sufficient to pay the principal and interest on the Bonds authorized and allocable to the financing of the Projects;

WHEREAS, Developer and J.C. Hart Developer (collectively, the “Developers”) will make certain representations, warranties and commitments regarding the Public Improvements Project and the Apartment Project, respectively, which will permit the City to derive the Tax Increment within the Allocation Area which ~~are~~, along with the application of RIF to the Series A Bonds, is projected to be sufficient to pay principal of and interest on the Bonds, as the same become due and payable, and to pay administrative expenses in connection with the Bonds;

WHEREAS, prior to the issuance of the Bonds, based on the representations, warranties and commitments made by the Developers, the Redevelopment Commission is expected to pledge the Tax Increment to the payment of the Bonds (the “Pledged Tax Increment”), and payments received under the Taxpayer Agreement;

WHEREAS, on November 9, 2020, the Westfield Economic Development Commission (the “Economic Development Commission”) conducted a public hearing in accordance with the Act and Indiana Code 5-3-1, and adopted its resolution (the “Resolution”) finding that the financing of all or a portion of the costs of the Projects comply with the purposes and provisions of the Act and that such financing will be of benefit to the health and general welfare of the City;

WHEREAS, with respect to the Bonds, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Council the forms of: (1) a Financing Agreement, between the City and the Developer (the “Financing Agreement”); (2) a Trust Indenture including a form of the Series A Bonds (the “Series A Bonds Indenture” and together with the Financing Agreement, the “Series A Financing Documents”), between the City and a trustee (the “Series A Trustee”), and (3) and this Bond Ordinance;

WHEREAS, with respect to the Series B Bonds, the Economic Development Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Council the forms of: (1) a Financing and Loan Agreement, between the City and the J.C. Hart Developer (the “Loan Agreement”); (2) a Trust Indenture including a form of the Series B Bonds (the “Series B Bonds Indenture” and together with the Loan Agreement, the “Series B Financing Documents”), between the City and a trustee (the “Series B Trustee”), and (3) this Bond Ordinance;

WHEREAS, no member of the Common Council has any pecuniary interest in any employment, financing agreement or other contract made under the provisions of the Act and

related to the Bonds authorized herein, which pecuniary interest has not been fully disclosed to the Common Council and no such member has voted on any such matter, all in accordance with the provisions of Indiana Code 36-7-12-16;

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

Section 1. The Council hereby finds and determines that the financing and reimbursement of the economic development facilities referred to in the Financing Documents consisting of the Projects, the issuance and sale of the Bonds, and the use of the net proceeds thereof by the ~~Developer~~Developers to finance all or a portion of the costs of the Projects will (i) result in the diversification of industry, the creation or retention of business opportunities and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, (ii) serve a public purpose, and will be of benefit to the health and general welfare of the City, (iii) comply with the purposes and provisions of the Act and it is in the public interest that the City take such lawful action as determined to be necessary or desirable to encourage the diversification of industry, the creation or retention of business opportunities, and the creation or retention of opportunities for gainful employment within the jurisdiction of the City, and (iv) not have a material adverse competitive effect on any similar facilities already constructed or operating in or near the City.

Section 2. The forms of the Series A Financing Documents and the Series B Financing Documents presented herewith are hereby approved and all such documents shall be kept on file by the Clerk-Treasurer of the City (the "Clerk-Treasurer"). In compliance with Indiana Code 36-1-5-4, two (2) copies of the Series A Financing Documents and the Series B Financing Documents are on file in the office of the Clerk-Treasurer for public inspection.

Section 3. The proposed financing of the Public Improvements Project and the Apartment Project, including capitalized interest, if any, and costs of issuance of the Bonds, as further described in the Series A Bonds Financing Documents and in the Series B Financing Documents, respectively, by the issuance of the Bonds, in the form proposed by the Economic Development Commission, is hereby approved.

Section 4. The issuance of the Series A Bonds, payable solely from revenues and receipts derived from the Series A Bonds Financing Documents consisting of the Pledged Tax Increment, available RIF received in connection with the Public Improvements Project as set forth in the Development Agreement, and payments received under the Taxpayer Agreement, is hereby authorized. The issuance of the Series B Bonds, payable solely from revenue and receipts derived from the Series B Bonds Financing Documents consisting of the Pledged Tax Increment, junior and subordinate to the Series A Bonds, and payments received under the Taxpayer Agreement is hereby authorized. The Bonds and the interest thereon do not and shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit or taxing power of the City.

Section 5. The Series A Bonds, in one or more series, in the aggregate principal amount not to exceed Eight Million Eight Hundred Thousand Dollars (\$8,800,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the

Clerk-Treasurer of the City, as required under the Act; (ii) be dated as of the date of issuance or the first day of the month in which the Series A Bonds are issued; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at a rate not to exceed six percent (6.00%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Series A Financing Documents; (v) be issuable in such denominations as set forth in the Series A Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Series A Bonds Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Series A Trustee as provided in the Series A Bonds Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Series A Bonds Financing Documents, including mandatory sinking fund redemption; and (xi) contain such other terms and provisions as may be provided in the Series A Bonds Financing Documents.

Section 6. The City is authorized to issue the Series B Bonds, in one or more series in the aggregate principal amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk-Treasurer of the City, as required under the Act; (ii) be dated as of the date of issuance or the first day of the month in which the Series B Bonds are issued; (iii) mature on a date not later than seven (7) years after the date of issuance; (iv) bear interest at a rate not to exceed six percent (6.00%) per annum, the exact rates as determined through negotiation with the purchaser thereof, with such interest to be payable as provided in the Series B Bonds Financing Documents; (v) be issuable in such denominations as set forth in the Series B Bonds Financing Documents; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Series B Bonds Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Series B Trustee as provided in the Series B Bonds Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Series B Bonds Financing Documents, including mandatory sinking fund redemption; and (xi) contain such other terms and provisions as may be provided in the Series B Bonds Financing Documents.

Section 7. In accordance with the Act, the Mayor and the Clerk-Treasurer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute, attest, affix or imprint by any means the City seal to the documents constituting the Series A Financing Documents and Series B Financing Documents approved herein on behalf of the City or endorse and deliver the ~~Series~~Series A Financing Documents and Series B Financing Documents, and such other documents which may be necessary, appropriate or desirable to consummate the transactions contemplated by the Series A Financing ~~Document~~Documents and Series B Financing Documents. The signatures of the Mayor and Clerk-Treasurer may be either manual or facsimile signatures. The Mayor and Clerk-Treasurer are hereby authorized to arrange for the delivery of the Bonds to the trustee named in the Series A Bonds Indenture and Series B Bonds Indenture, and after payment in the manner set forth in the Series A Financing Documents and Series B Financing Documents the Bonds shall be delivered by the trustee to the respective purchasers thereof. The Bonds may be both purchased by the bond purchaser in installments and drawn down in installments. The Mayor and Clerk-Treasurer may, by their execution of the Series A Financing Documents and Series B Financing Documents requiring their signatures and imprinting of facsimile signatures thereon,

ORDER OF THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY
PLAN COMMISSION DETERMINING THAT AN AMENDING
DECLARATORY RESOLUTION AND PLAN AMENDMENTS ADOPTED
BY THE WESTFIELD REDEVELOPMENT COMMISSION FOR THE
WHEELER LANDING ECONOMIC DEVELOPMENT AREA CONFORM TO
THE COMPREHENSIVE PLAN AND APPROVING THE AMENDING
DECLARATORY RESOLUTION AND PLAN AMENDMENTS

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

WHEREAS, the Westfield Redevelopment Commission (the "Redevelopment Commission"), the governing body for the City of Westfield Redevelopment Department (the "Department") under Indiana Code 36-7-14, as amended (the "Act"), previously adopted, confirmed and amended resolutions (collectively, the "Declaratory Resolution") establishing and expanding the Wheeler Landing Economic Development Area (the "Economic Development Area"), designating the entire Economic Development Area as an allocation area in accordance with Section 39 of the Act (the "Allocation Area"), and approving an economic development plan for the Area (the "Plan"), pursuant to the Act;

WHEREAS, on October 19, 2020, the Redevelopment Commission approved and adopted Resolution No. 12-2020 (the "Amending Declaratory Resolution") which further amended the Declaratory Resolution and Plan to (i) add the construction of approximately 214 luxury apartments on six acres, in or physically connected to the Allocation Area, and (ii) increase the cost estimate of the Public Improvements (as defined in the Original Plan) (collectively, (i) and (ii), the "2020 Plan Amendments");

WHEREAS, the Redevelopment Commission has submitted the Amending Declaratory Resolution and the 2020 Plan Amendments to the Plan Commission for approval pursuant to the provisions of Section 16 of the Act;

WHEREAS, the Plan Commission has reviewed the Amending Declaratory Resolution and the 2020 Plan Amendments and determined that the Amending Declaratory Resolution and the 2020 Plan Amendments conform to the plan of development for the City, and now desire to approve the Amending Declaratory Resolution and the 2020 Plan Amendments.

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

1. Pursuant to Section 16 of the Act, the Plan Commission hereby finds and determines that the Amending Declaratory Resolution and the 2020 Plan Amendments conform, in all respects, to the plan of development for the City.

2. The Amending Declaratory Resolution and the 2020 Plan Amendments are, in all respects, hereby approved. This order hereby constitutes the written order of the Plan Commission approving the Amending Declaratory Resolution and the 2020 Plan Amendments pursuant to Section 16 of the Act.

3. The Secretary of the Plan Commission is hereby directed to file a copy of the Amending Declaratory Resolution and the 2020 Plan Amendments with the minutes of this meeting.

Passed this 4th day of November, 2020

WESTFIELD-WASHINGTON TOWNSHIP
ADVISORY PLAN COMMISSION



President

ATTEST:



Secretary

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