

CITY OF WESTFIELD, INDIANA
BOND ORDINANCE
ORDINANCE NO. 08-08

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CITY OF WESTFIELD, INDIANA
BOND ORDINANCE

ORDINANCE NO. 08-08

WHEREAS, IC 5-1-14, IC 6-3.5-6 and IC 36-4-6 and all related and supplemental statutes as in effect on the issue date of the Bonds (defined below), authorizes the City of Westfield, Indiana ("City") to issue bonds;

WHEREAS, because of the conversion of Westfield from a town to a city, the City temporarily has a cash flow deficit and needs to borrow funds to cover this deficit;

WHEREAS, the Common Council finds that it is advisable to issue its general revenue bonds in an amount not to exceed \$5,500,000 and to use the proceeds, together with funds on hand, to pay for all costs related to the financing;

WHEREAS, Hamilton County imposed the county option income tax ("COIT") pursuant to the Act;

WHEREAS, pursuant to the Act, the City's distributive share of COIT ("COIT Revenues") will be distributed monthly to the Clerk-Treasurer;

WHEREAS, the City now desires to use legally available revenues, including COIT Revenues in an annual amount not to exceed \$5,000 ("Dedicated COIT"), subject to annual appropriation, to finance the Program (as defined below) as authorized by the Act;

WHEREAS, the Bonds are to be issued pursuant to this Ordinance, are to be issued subject to the provisions of the laws of the State of Indiana, including, without limitation, IC 5-1-14, IC 6-3.5-6, IC 36-4-5 and IC 36-4-6, as in effect on the date of delivery of the Bonds (collectively, "Act"), and the terms and restrictions of this Ordinance;

WHEREAS, the Common Council finds and determines that in order to proceed with the Program (as defined below), it is necessary to issue general revenue bonds of the City, payable out of legally available revenues as, including Dedicated COIT, approved in this Ordinance;

WHEREAS, the Bonds shall be issued in the aggregate principal amount not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), designated as "City of Westfield, Indiana, General Revenue Bonds of 2008" ("Bonds") for the purpose of procuring funds to be applied on the cost of funding the City's cash flow deficit of operating expenses in anticipation of the collection of revenues ("Program"), and costs associated with the issuance of the Bonds, all as permitted by the Act ("Costs of the Program");

WHEREAS, the Common Council hereby finds that it is in the best interests of the City to sell the Bonds described above at a negotiated sale;

WHEREAS, the Bonds to be issued under Section 2 of this Ordinance are issued pursuant to the authority granted in the Act; and

WHEREAS, the Common Council has published notice in accordance with IC 5-3-1 and held a public hearing on the proposed additional appropriation of the proceeds of the Bonds and has approved, or will approve, the appropriation of the Bond proceeds to pay the Costs of the Program;

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

Section 1. Definitions. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Ordinance shall have the meaning given in such definition. In this Ordinance, unless a different meaning clearly appears from the context:

"Act" means IC 5-1-14, IC 6-3.5-6 and IC 36-4-6, and all related and supplemental acts as in effect on the issue date of the Bonds.

"Bond Ordinance" or "Ordinance" means this Ordinance, adopted by the Common Council, as it may be supplemented and amended from time to time in accordance with its provisions.

"Bonds" means the Bonds authorized in Section 2 of this Ordinance.

"Business Day" means any day except Saturday, Sunday or a day on which banking institutions located in Westfield, Indiana, New York, New York, or the city in which the principal corporate trust office of the Registrar and Paying Agent is located, are required or authorized by law to close or a day on which the New York Stock Exchange is closed.

"City" means the City of Westfield, Indiana

"Code" means the Internal Revenue Code of 1986, as amended and in effect on the issue date of the Bonds.

"Common Council" means the Westfield Common Council.

"Costs of the Program" means all costs of the Program permitted under the Act, as set forth in the recitals of this Ordinance.

"County Option Income Tax" or "COIT" means the Hamilton County Option Income Tax imposed in accordance with IC 6-3.5-6.

"Notice Address" means with respect to the City:

City:	City of Westfield c/o Clerk-Treasurer 130 Penn Street Westfield, Indiana 46074
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With copy to: Brian Zaiger
Krieg DeVault LLP
12800 N. Meridian Street, Suite 300
Carmel, Indiana 46032

The Notice Address of Registrar and Paying Agent will be set forth in the Registrar and Paying Agent's acceptance attached hereto.

"Owner," "Bondholder" or similar term means the registered owner of any Bond.

"Paying Agent" means the Paying Agent so designated in accordance with Section 2(D) or any successor Paying Agent appointed under this Ordinance.

"Program" means funding the City's cash flow deficit for operating expenses in anticipation of the collection of revenues.

"Purchase Agreement" means the Purchase Agreement between the Purchaser and the City, authorized by Section 6 of this Ordinance.

"Purchaser" means the original purchaser of the Bonds.

"Qualified Investments" means any investment in which the City is permitted by Indiana law to invest at the time of investment.

"Registrar" means the Registrar so designated in accordance with Section 2(D) or any successor Registrar appointed under this Ordinance.

"State" means the State of Indiana.

Section 2. The Bonds.

(A) (1) The City finds that in order to provide funds for the Program, it is necessary to issue general revenue bonds of the City, payable from legally available revenues, including Dedicated COIT, subject to annual appropriation, in the aggregate principal amount not to exceed \$5,500,000 to procure funds to be applied to the Costs of the Program.

(2) For the purpose of procuring funds to be applied to the Costs of the Program, the City shall borrow an aggregate principal amount not to exceed \$5,500,000 at an aggregate purchase price of not less than 99.75% of par. The Mayor and Clerk-Treasurer are hereby authorized and directed to negotiate terms of the sale of the Bonds to the Purchaser consistent with this Ordinance. The Clerk-Treasurer of the City is hereby authorized and directed to issue the Bonds and sell them to the Purchaser, payable solely out of any legally available revenues, including Dedicated COIT, as set forth herein. The Bonds shall be issued by the City and shall be designated "General Revenue Bonds of 2008," in the aggregate principal amount not to exceed \$5,500,000. The aggregate purchase price of the Bonds, together with investment earnings on the proceeds of the Bonds, does not exceed the total as estimated by the City of all Costs of the Program. The Bonds may be paid for in installments.

(3) The Bonds shall be issued in fully registered form and shall be numbered from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as the Registrar may determine. The Bonds shall be issued in multiples of Five Thousand Dollars (\$5,000) or in any integral multiples thereof.

(4) The Bonds shall be dated and accrue interest from the date of delivery of the Bonds. Interest will be payable semiannually or at maturity, on a basis of twelve thirty-day months for a 360-day year. The Bonds shall bear interest at a maximum interest rate not to exceed 3.50% per annum (the exact rate or rates to be determined by negotiation with the Purchaser). Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

(5) The Bonds shall have a final maturity no later than two years after the issue date.

(B) (1) The Bonds are redeemable at the option of the City on any date not earlier than August 1, 2008, in whole or in part, in order of maturity as determined by the City and by lot within maturities, at face value, plus the accrued interest to the date fixed for redemption.

(2) If any of the Bonds are subject to mandatory sinking fund redemption, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing on the same date and subject to mandatory sinking fund redemption which have previously been redeemed (other than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not previously applied as a credit against any redemption obligation. Each Bond so delivered or cancelled shall be credited by the Paying Agent at 100% of its principal amount against the mandatory sinking fund obligation on such mandatory sinking fund date, any excess of such amount shall be credited on future redemption obligations, and the principal amount of Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced. However, the Paying Agent shall credit the Bonds subject to mandatory sinking fund redemption only to the extent received by the Paying Agent at least forty-five (45) days preceding the applicable mandatory redemption date as stated above.

(3) Notice of any redemption identifying the Bonds to be redeemed in whole or in part pursuant to subsection (1) shall be given to the Registrar at least fifteen (15) days prior to the date fixed for redemption and by the Registrar at least ten (10) days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by certified or registered mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which Bonds are to be surrendered for payment and, if less than the entire principal amount of a Bond is to be

redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(4) If fewer than all of the Bonds are to be redeemed under Section 2(B), the Bonds shall be redeemed in the amounts and maturities selected or designated by the City.

(5) The Registrar will select the particular Bonds or portion to be redeemed in principal amounts of whole multiples of \$5,000. The Registrar shall select the Bonds to be redeemed within a maturity by lot in such manner as it deems fair and appropriate.

(C) The Mayor is hereby authorized and directed to select a qualified financial institution as the initial Registrar and Paying Agent for the Bonds and such firm shall be charged with the performance of the duties and responsibilities of Registrar and Paying Agent as set forth herein. The Registrar and Paying Agent shall signify its acceptance of its respective duties by executing the acceptance attached to this Ordinance. The Mayor is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable it to perform the services required of it. In the alternative, if agreed to by the Purchaser, the Clerk-Treasurer may serve as Registrar and Paying Agent.

(D) (1) The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar. No Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication on such Bond shall have been so executed. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

(2) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds, as the case may be, in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar shall not be obligated to make any exchange or transfer of Bonds following the fifteenth day immediately preceding an interest payment date on any Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a

notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon. The Bonds may be transferred or exchanged without cost to the registered owners except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(3) If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Bond, respectively, which in all respects shall be identical to the Bond which was mutilated, lost, stolen or destroyed including like date, maturity and denomination, except that such new Bond, respectively, shall be marked in a manner to distinguish it from the Bond for which it was issued; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicate Bond, respectively, the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Registrar may charge the owner of the Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed Bond, as the case may be, shall be found at any time, and every such Bond shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds, respectively, duly issued hereunder.

(E) The principal of the Bonds shall be payable in lawful money of the United States of America at the office of the Registrar and Paying Agent. Interest on the Bonds shall be paid by check mailed to each Owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such Owner. 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 Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City Time) so such payments are received at the depository by 2:30 p.m. (New York City Time).

(F) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity

of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this Ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this Ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders

transferring or exchanging the Bonds shall designate, in accordance with the provisions of this Ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(G) THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, BUT ARE PAYABLE OUT OF LEGALLY AVAILABLE REVENUES, INCLUDING DEDICATED COIT, SUBJECT TO ANNUAL APPROPRIATION.

The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of _____ in the City of _____, Indiana ("Registrar" or "Paying Agent") or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance hereinafter defined. Interest on this Bond shall be paid by check mailed to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. 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 Paying Agent shall wire transfer payments by 1:00 p.m. (New York City Time) so such payments are received at the depository by 2:30 p.m. (New York City Time).

[The Bonds shall be initially issued in a Book Entry System (as defined in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THIS BOND DOES NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY, BUT IS PAYABLE OUT OF LEGALLY AVAILABLE REVENUES, INCLUDING DEDICATED COIT, SUBJECT TO ANNUAL APPROPRIATION (AS DEFINED AND FURTHER DESCRIBED IN THE BOND ORDINANCE) TO THE EXTENT NEEDED TO PAY DEBT SERVICE ON THIS BOND.

This Bond is one of an authorized issue of bonds of the City with an aggregate principal amount of \$_____ designated "General Revenue Bonds of 2008" ("Bonds"). The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to a Bond Ordinance adopted by the Westfield Common Council ("Common Council"), on _____, 2008, as Ordinance No. _____ ("Bond Ordinance") and in strict compliance with IC 5-1-14, IC 6-3.5-6 and IC 36-4-6 and all related and supplemental acts as in effect on the issue date of the Bonds (collectively, "Act") to procure funds to be applied to the Costs of the Program (as defined in the Bond Ordinance), including issuance expenses of the Bonds. The Program is the funding of the City's cash flow deficit of operating expenses in anticipation of the collection of revenues as more fully described in the Bond Ordinance. The Bonds are all equally and ratably secured by and entitled to the protection of the Bond Ordinance.

Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the City and the owners of the Bonds, the terms and conditions upon which the Bonds and additional obligations are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Ordinance are on file at the office of the Clerk-Treasurer of the City. **THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE.**

The Bonds are redeemable at the option of the City on any date beginning on _____, _____ in such order of maturity as the City shall direct and by lot within maturities (in such manner as may be determined by the Registrar), at face value plus accrued interest to the date fixed for redemption.

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

<u>Year</u>	<u>Amount</u>
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*

*Final Maturity]

If fewer than all of the Bonds are to be redeemed by optional [and mandatory] redemption, the Bonds shall be redeemed within a maturity or maturities and as selected or designated by the City. The Registrar will select the particular Bonds or portion to be redeemed in principal amounts of whole multiples of \$5,000. The Registrar shall select the Bonds to be redeemed within a maturity and series by lot in such manner as it deems fair and appropriate.

Notice of such redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least ten (10) days prior to the date fixed for redemption (unless notice is waived by the registered owner of this Bond) by sending written notice by certified or registered mail to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of the other Bonds. All Bonds so called for redemption shall no longer be regarded as outstanding except for the purposes of receiving payment solely from the funds so provided for redemption, and the rights of the owners of such Bonds to collect interest which would otherwise accrue after the redemption date shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

The Common Council may, without the consent of, or notice to, the owner of this Bond, adopt a supplemental ordinance to the Bond Ordinance under certain circumstances as described in the Bond Ordinance. The Common Council may adopt supplemental ordinances amending the Bond Ordinance with the consent of at least 51% of the owners of the Bonds, as described in the Bond Ordinance.

This Bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar by the Registered Owner in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, therefor. This

Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. The Registrar shall not be obligated to (a) register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

If this Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new Bond which in all respects shall be identical to the Bond which was mutilated, lost, stolen or destroyed including like date, maturity and denomination as this Bond, except that such new Bond shall be marked in a manner to distinguish it from this Bond; provided that, in the case of this Bond being mutilated, this Bond shall first be surrendered to the Registrar, and in the case of this Bond being lost, stolen or destroyed, there shall first be furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Registrar, together with indemnity satisfactory to them. If this Bond, being lost, stolen or destroyed, shall have matured, instead of issuing a duplicate Bond, the City and the Registrar may, upon receiving indemnity satisfactory to them, pay this Bond without surrender hereof. The Registrar may charge the owner of this Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of this Bond being lost, stolen or destroyed shall, with reply and proportionately with any and all other Bonds duly issued thereunder except as otherwise provided in the Bond Ordinance.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 principal amount or any integral multiples of \$5,000 thereafter, not exceeding the aggregate principal amount of the Bonds maturing in such year.

If this Bond or a portion thereof shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable upon this Bond or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond or such portion thereof shall no longer be deemed outstanding or an indebtedness of the City.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that

the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Mayor of the City of Westfield executed this Bond by his or her manual or facsimile signature and attested by the manual or facsimile signature of the Clerk-Treasurer of the City, who has caused the seal of the City to be impressed or a facsimile thereof to be printed hereon.

CITY OF WESTFIELD, INDIANA

By: _____
J. Andrew Cook, Mayor

(SEAL)

Attest:

Cindy Gossard, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar
and Paying Agent

Authorized Representative

The following abbreviations, when used in the inscription on 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 - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

UNIF TRANS 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

(insert name, address and federal tax identification number)

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

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 on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Exhibit A

Advances

Date

Amount

Balance

(End of Bond Form)

Section 4. Sale of the Bonds. (A) After completion of all of the necessary legal requirements for the marketing of the Bonds, the Mayor is hereby authorized and directed to sell

the Bonds to the Purchaser at a negotiated public sale upon receipt of the purchase price (or the initial draw if paid in installments), in immediately available funds pursuant to the terms of the Purchase Agreement, which shall be consistent with this Ordinance. The Bonds shall be sold at a price of not less than 99.75% of par.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion addressed to the City as to the validity of the Bonds from Ice Miller LLP of Indianapolis, Indiana, bond counsel, and shall furnish such opinion to the Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

Section 5. Delivery of Instruments. The Common Council hereby authorizes and directs the Mayor and the Clerk-Treasurer of the City, and each of them, for and on behalf of the City, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents (include a letter of representations with The Depository Trust Company) as the executing official or as Ice Miller LLP determines is necessary or appropriate to consummate the transactions contemplated by this Ordinance and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the City, the full performance and satisfaction of which by the City are hereby authorized and directed.

Section 6. Purchase Agreement. The Common Council hereby approves the Purchase Agreement by which the Bonds are to be sold to the Purchaser with terms consistent with this Ordinance, and the Mayor is hereby authorized and directed to execute, and the Clerk-Treasurer of the City is hereby authorized and directed to attest and affix the seal of the City to the Purchase Agreement with such changes and revisions thereto as they deem necessary or appropriate, upon advice of counsel, to consummate the transactions contemplated thereby and such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The Purchase Agreement in the form executed shall constitute the valid and binding obligation of the City, the full performance and satisfaction of which by the City is hereby authorized and directed.

Section 7. Official Statement, Continuing Disclosure and Investment Letter. (A) Distribution of an Official Statement for the Bonds prepared by or on behalf of the City is hereby authorized and approved and the Mayor and the Clerk-Treasurer are authorized and directed to deem the Preliminary Official Statement as nearly final pursuant to Rule 15c2-12 of the Securities and Exchange Commission and to execute the Official Statement on behalf of the City in a form consistent with this Ordinance.

(B) In the alternative, the Purchaser will provide an investment letter to the effect that by acceptance of the Bonds the Purchaser will be deemed to have consented to all of the terms and provisions of the Bond Ordinance and will represent that:

(1) It is a sophisticated investor, and is familiar with securities such as the Bonds.

(2) It is familiar with the City and the Westfield Common Council ("Council"); it has received such information concerning the City, the Council, the Bonds legally available revenues, including Dedicated COIT as it deems to be necessary in connection with investment in the Bonds. It has received, read and had an opportunity to comment upon a copy of the Bond Ordinance. Prior to the purchase of the Bonds, we have been provided with the opportunity to ask questions of and receive answers from the representatives of the City and the Council concerning the terms and conditions of the Bonds and the tax status of the Bonds, legal opinions and enforceability of remedies and the security therefor property tax reform (including circuit breaker tax credit) 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 Ice Miller LLP, Krieg DeVault LLP or O.W. Krohn & Associates 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 and the Bond Ordinance.

(3) It is acquiring the Bonds for our own account with no present intent to resell, and will not sell, convey, pledge or otherwise transfer the Bonds without compliance with federal and state securities laws, including laws concerning disclosure.

(4) It has investigated the security for the Bonds, including the availability of Dedicated COIT, to its satisfaction, and we understand that the Bonds are payable solely from legally available revenues, including Dedicated COIT, and the funds held under the Bond Ordinance; and that the City does not have the authority to levy a tax to pay the principal of or interest on the Bonds.

(C) The Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver a continuing disclosure undertaking agreement or certificate upon delivery of the Bonds ("Continuing Disclosure Agreement"), with terms consistent with the Ordinance. The City covenants, to the extent permitted by law, that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the City's obligations under this section and the Continuing Disclosure Agreement and there shall be no money damages of any kind or in any amount. This remedy shall be available solely to owners of the Bonds. The City's failure to honor its covenant herein shall not constitute a breach or a default under this Ordinance or any other agreement to which the City is a party. This remedy may be exercised by any holder of the Bonds in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any remedy under this Section 7(C), a holder of the Bonds shall give notice to the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of the Bonds may pursue such remedy under this Section 7(C).

Section 8. Execution of the Bonds. The Mayor is hereby authorized and directed to execute the Bonds with his or her manual or facsimile signature, and the Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, attest the Bonds with his manual or facsimile signature, and cause the seal of the City to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. If any officers whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of the Bonds, respectively, even though such officer may not have been so authorized or have held such office. Upon the consummation of the sale of the Bonds, the Clerk-Treasurer shall receive from the Purchaser the amount to be paid for the Bonds and deliver the Bonds to the Purchaser.

Section 9. Deposit of Proceeds. Proceeds of the Bonds shall upon receipt be deposited and used immediately to pay Costs of the Program.

Section 10. Payment of Bonds. On or before each interest payment date, the Clerk-Treasurer shall transfer to the Paying Agent, legally available revenues of the City at least equal to the principal and interest due on the Bonds on the next interest payment date.

Section 11. Defeasance of Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose and which are not subject to call or redemption, and are not prepayable, by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption, by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the City.

Section 12. Amending Supplemental Ordinance. The Common Council may, without the consent of, or notice to, any of the Owners of the Bonds, adopt a supplemental ordinance for any one or more of the following purposes:

- (1) Cure any ambiguity or formal defect or omission in this Ordinance;

(2) To grant to or confer upon the Owners of the Bonds any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Bonds;

(3) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Ordinance under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the Owners of the Bonds;

(4) To provide for the refunding or advance refunding of all or a portion of the Bonds;

(5) To provide for the issuance of additional obligations by the City;

(6) To subject to this Ordinance additional revenues, security, properties or collateral;

(7) To evidence the new appointment of a new Registrar or Paying Agent;

(8) To amend the Ordinance to permit the City, to comply with any future federal tax law or any covenants contained in any supplemental ordinance with respect to compliance with future federal tax law; and

(9) To amend the Ordinance for any other purpose which in the judgment of the City does not adversely affect the interests of the Owners of the Bonds in any material way.

Section 13. Consent to Supplemental Ordinances. The Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Common Council of such supplemental ordinances as shall be deemed necessary and desirable by the Common Council for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance other than those provisions covered by Section 11; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on the Bonds, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance, or (e) a change in the method of accrual of interest on any Bonds.

If at any time the Common Council desires to adopt a supplemental ordinance for any of the purposes permitted in this Section, the Common Council shall cause notice of the proposed adoption of such supplemental ordinance to be mailed by registered or certified mail to each Owner of a Bond at the address shown on the registration books maintained by the Registrar.

Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that copies thereof are on file at its office for inspection by all Owners of the Bonds. If, within 60 days, or such longer period as shall be prescribed by the City, following the mailing of such notice, the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental ordinance shall have corrected to and approved the execution of such supplemental ordinance, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Council from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental ordinance as is permitted and provided by this Section, this Ordinance shall be and be deemed to be modified and amended in accordance therewith.

Any consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owners of the Bonds, may be in any number or concurrent writings of similar tenor and may be signed or executed by the Owners of the Bonds in person or by agent appointed in writing. 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 the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (i) 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 (ii) by an affidavit of any witness to such execution.

(2) The fact of ownership of the Bonds and the amount or amounts, numbers and other identification of the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

Section 14. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income, under federal law and as an inducement to the purchasers of the Bonds, the City represents, covenants and agrees:

(A) No person or entity other than the City or another state or local governmental unit will use proceeds of the Bonds other than as a member of the general public. Bond proceeds shall be used exclusively for the purposes of the **[Operating]** Fund.

(B) No portion of the principal of or interest on the Bond proceeds will (under the terms of the Bond, this ordinance or any underlying arrangement), directly or indirectly, be (i) secured by an interest property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments in respect of such property or borrowed money used or to be used for a private business use.

(C) No Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(D) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion.

(E) The City represents that it intends to qualify for the exception to the rebate requirement of Section 148(f) of the Code set forth in Section 148(f)(4)(B) of the Code. However, if the City does not qualify for such exception with regard to any of the Bonds, the City will comply with the rebate requirement of Section 148(f) of the Code to the extent necessary to preserve the exclusion from gross income of interest on the Bonds.

(F) It shall not be an event of default under this ordinance, including without limitation subsections (A) through (E) of this Section, if the interest on any Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(G) All officers, members, employees and agents of the City are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the City as of the dates the Bonds are issued and to enter into covenants on behalf of the City evidencing the City's commitments made herein. In particular, all or any members or officers of the City (including the Mayor, the Clerk-Treasurer and the Treasurer) are authorized to certify and enter into covenants for the City regarding the facts and circumstances and reasonable expectations of the City on the date the Bonds are issued and the commitments made by the City in this Ordinance regarding the amount and use of the proceeds of the Bonds.

Section 15. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Addresses, including to the Notice Address of the Registrar and Paying Agent as set forth in the Registrar and Paying Agent's acceptance to this Ordinance. The City or the Registrar and Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 16. Business Days. If the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, 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 17. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 18. Repeal of Conflicting Ordinances. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 19. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and signing.

ALL OF WHICH IS ORDAINED by the Common Council of the City of Westfield, Indiana, this ____ day of _____, 2008.

COMMON COUNCIL OF THE CITY OF WESTFIELD

Aye		Nay
_____	Ken Kingshill	_____
_____	Robert L. Horkay	_____
_____	John Dippel	_____
_____	Bob Smith	_____
_____	Tom Smith	_____
_____	Rob Stokes	_____
_____	Melody Sweat	_____

APPROVED and signed by the Mayor of the City of Westfield, Hamilton County, Indiana, this ____ day of _____, 2008.

J. Andrew Cook, Mayor
City of Westfield, Indiana

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield, Indiana

I hereby certify that ORDINANCE 08-08 was delivered to the Mayor of Westfield

on the _____ day of _____, 2008, at _____ m.

Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 08-08

this _____ day of _____, 2008.

J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 08-08

this _____ day of _____, 2008.

J. Andrew Cook, Mayor

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

ACCEPTANCE OF OFFICE OF
REGISTRAR AND PAYING AGENT

The undersigned hereby accepts the duties and obligations of Registrar and Paying Agent imposed by the foregoing Ordinance.

_____, as Registrar and Paying Agent

By:

Title:

Notice Address:

Attention: Corporate Trust Department

ATTEST:

Title: _____

Date: _____, 2008