



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_06_28_2023

Wednesday, June 28, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, June 28, 2023 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

Note: An Executive Session will be held at 12:30 p.m., prior to the regularly scheduled meeting.

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from May 24, 2023

Documents: [Minutes May 24, 2023](#)

Permit Approval

Action Item #2:

Encroachment Permit Application – Duke Energy – 18968 Spring Mill Road

Documents: [Encroachment Application](#) | [Construction Attachment](#)

Contracts/Agreements

Action Item #3:

Joint Use Maintenance Agreement for US 31 Totem & Signage

Action Item #4:

United Consulting INDOT Audit Settlement Agreement

Documents: [Audit Settlement Agreement](#)

Action Item #5:

Daystar Directional Drilling & City of Westfield - 2023 Centennial Permanent Sump Line

Repairs.

Documents: [Daystar Centennial Proposal](#) | [Manassas Drive Print](#) | [Smithfield Print](#)

Action Item #6:

Outdoor Edge Excursions, LLC & City of Westfield Fire Department – Lease Agreement

Documents: [Lease Agreement](#)

Action Item #7:

GKA Services, LLC, & City of Westfield - Owner's Representative Agreement

Documents: [GKA Owners Rep Contract](#)

Action Item #8:

iBeach31 & City of Westfield – Dedication of Public Right of Way

Documents: [iBeach31 Dedication of Public ROW](#)

Action Item #9:

WSP USA & City of Westfield - Right-of-Way Acquisition Services for Little Eagle Creek Avenue Reconstruction

Documents: [Amendment #1](#) | [Little Eagle Creek Parcel Exhibit](#)

Action Item #10:

Beazer Homes – Harbor at Grand Park – Dedication of Public Right of Way

Documents: [Agreement to Dedicate ROW](#) | [Harbor Dedication of Public ROW](#) | [B&V Farms Temp Easement](#)

Action Item #11:

2023 Asphalt Rejuvenation - Signing Authority

Documents: [Signing Authority](#)

Request for Proposals/Qualifications

Action Item #12:

Westfield Police Headquarters Project

Documents: [RFQ - WPD Project](#)

Consent Agenda

June Bond List

Documents: [June Bond List](#)

Department Reports

Fire

Documents: [WFD - May Report](#)

Police

Documents: [WPD - May Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY May 24, 2023

The Westfield Board of Public Works and Safety met on May 24, 2023, in the City Hall Assembly Rm. Mayor Cook, Jim Ake, Larry Clarino, and Kim Strang were present. Ashely Ulbricht legal counsel attended virtually.

Jim Ake called the meeting to order at 1:02 PM

AGENDA ITEMS:

Action Item #1: Approval of Minutes from April 26, 2023

Larry Clarino made the motion to approve the minutes. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Joint Use Maintenance Agreement for US 31 Totem & Signage

Item was tabled

Action Item #3: Signing Authority : Midland Trace Trail & 156th Street Trail Connectors Project

Johnathon Nail stated this would allow him the signing authority with a not-to-exceed of \$762,289.00 for the Midland Trace & 156th St. Trail Connectors project.

Mayor Cook made the motion to approve the signing authority. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #4: Road Impact Fee Credit Agreement Amendment for Spring Mill Centre

Johnathon Nail presented stating the developer desires to increase the RIF credits at a cost not-to-exceed \$417,595.00. The previous RIF credits totaled \$1,321,620.00 for road improvements on Spring Mill Rd and to SR 32 and Tournament Trail.

Mayor Cook made a motion to approve the RIF credit agreement with the amendment to exhibit C. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #5: Wheeler Farms, LLC & City of Westfield-Wheeler Landing Regional Detention Pond Maintenance Agreement

Johnathon Nail explained this agreement states the City agrees to assume and take over the maintenance, operation, repair, and replacement of the Regional Detention Area owned currently by Wheeler Farms, LLC.

Jim Ake made the motion to approve the agreement. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

WPD-Weapons Disposal-Weapons to be Traded for New Duty Handguns

City of Westfield & Murphy Real Estate Services-Higher Ground Montessori Daycare Road Impact Fee Payment Agreement

Westfield Trails Projects Title Sheets

May Bond Information

Mayor Cook made the motion to approve the consent agenda. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Roberts

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Mayor Cook seconded.
The meeting was adjourned at 1:26 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction
☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

**Please contact Austin Foley at 317-753-9712 twenty-four hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: ☐ YES ☐ NO Uniform Police: ☐ YES ☐ NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? ☐ YES ☐ NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved



Daystar Directional Drilling - Proposal

P.O. Box 1684

Noblesville, IN 46061

Contact: Daystar Directional Drilling

Phone: (317) 773-7455

Email: info@daystardrilling.com

Quote To: WPW
WES

Job Name: SMITTHFIELD, MANASSAS
DECLARATION
WESTFIELD, IN
DRILL/VAC/FUSE/EXCAVATION
ALL MATERIALS
NO HARD SURFACE RESTORE

Phone:

Email:

23CH0027

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	HDD/INSTALL 801LF DRAIN LINE SMITHFIELD DR	1.00	LS	85,850.79	85,850.79
20	HDD/INSTALL 710LF DRAIN LINE MANASSAS DR	1.00	LS	55,494.98	55,494.98
30	HDD/INSTALL 50LF SUMP LINE 15327 DECLARATION DR	1.00	LS	7,451.45	7,451.45
GRAND TOTAL					\$148,797.22

NOTES:

No excavation or materials. No private utility locates. No traffic/pedestrian control, hard surface cuts/restoration, bonds or permits included in the price. Prices quoted using standard Daystar wage rates. Proposal valid for 90 days. DDD will notify Indiana 811 but cannot be held responsible for any unmarked public or private utilities or lines. When customer is responsible for existing utility locates they agree to indemnify and hold harmless Daystar Directional Drilling Inc. (hereafter identified as DDD) from any and all actions, claims, cost, loss, damage, attorney fees or liability resulting from the following:

- 1) Damage to existing underground utilities or structures, unless one (1) copy of exact elevation and location measurements are furnished to DDD prior to excavation or unless customer field locates all existing obstacles before works begins
- 2) Damages caused by lack of engineering or customer Supervision unless DDD Provides Supervision on project

Any attachments included herein will be considered part of this proposal. Payment is due 30 days upon receipt of invoice. Past due invoices are subject to one and a half (1 ½) percent per month service charge, plus reasonable attorney fees necessary to collect past due invoice. If using credit card to pay for invoice there will be a minimum convenience charge of 4%. This serves as notice of intent to file a lien for slow or nonpayment.

Quality workmanship and professionalism are standard. Material if provided by DDD will be as specified. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become and extra charge over and above the estimate. This was given under normal ground conditions. The price will be adjusted if abnormal conditions exist (i.e. water, sand, rock, under ground utilities or any other obstructions)

DDD is a EO company, please see below.

1)Non-Discrimination. Pursuant to Ind. Code § 22-9-1-10, CONTRACTOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant

may be regarded as a material breach of the Contract.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, CONTRACTOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONTRACTOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. CONTRACTOR hereby states that it does not knowingly employ an unauthorized alien. CONTRACTOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Acceptances of Proposal - The signature below indicates acceptance of stated terms, conditions and specifications by both parties. This document may be executed in multiple counterparts and by facsimile signatures.

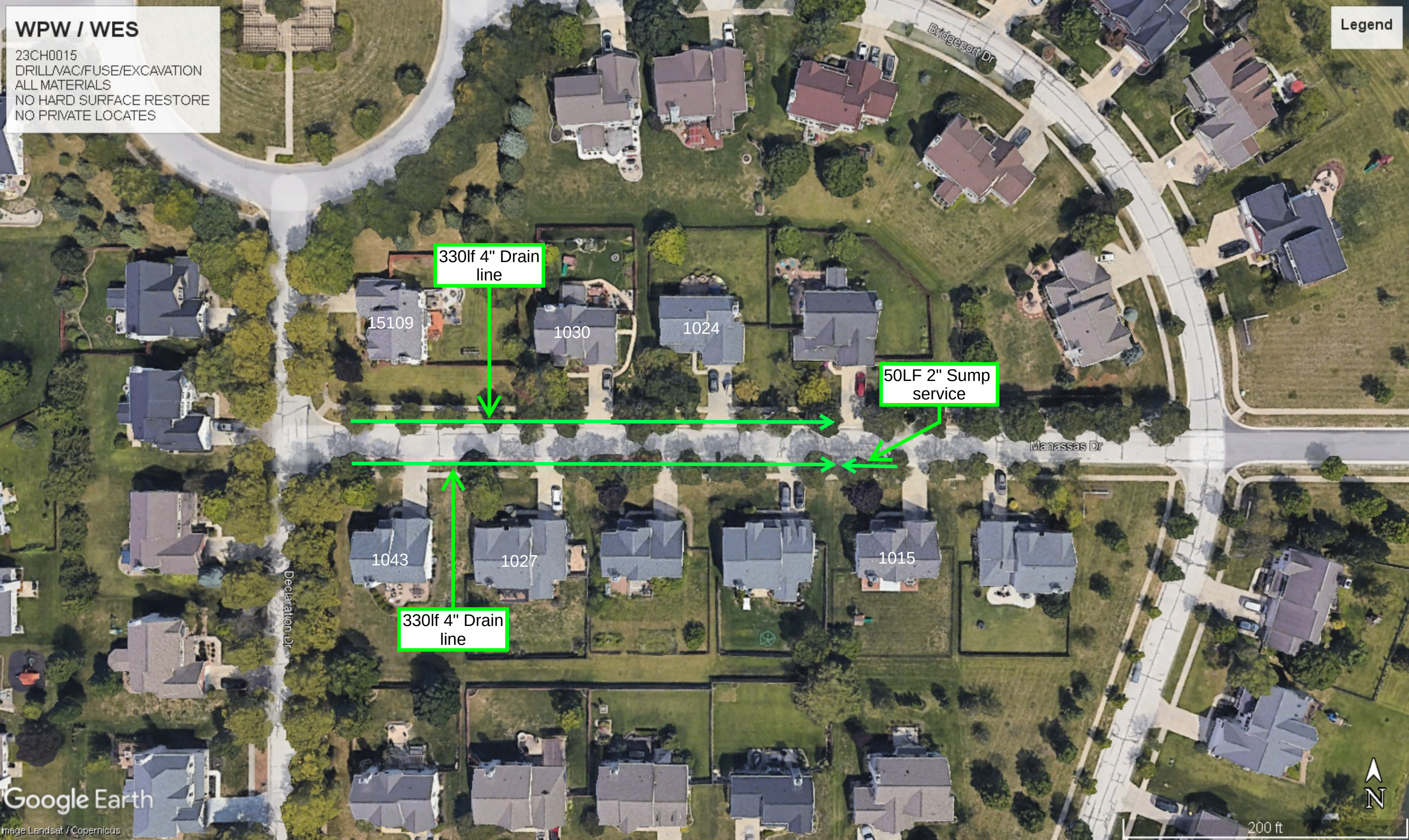
Authorized Signature Jerry K. Watson Date:

Acceptance Signature: _____ Date: _____ (Customer)

WPW / WES

23CH0015
DRILL/VAC/FUSE/EXCAVATION
ALL MATERIALS
NO HARD SURFACE RESTORE
NO PRIVATE LOCATES

Legend



330lf 4" Drain
line

15109

1030

1024

50LF 2" Sump
service

Manassas Dr

1043

1027

1015

330lf 4" Drain
line

Declaration Dr



WPW / WES

23CH0021
DRILL/VAC/FUSE/EXCAVATION
ALL MATERIALS
NO HARD SURFACE RESTORE
NO PRIVATE LOCATES

Legend

Storm
manhole,
alternative
drop location
to eliminate
driveway demo

210LF 4"
Drain line

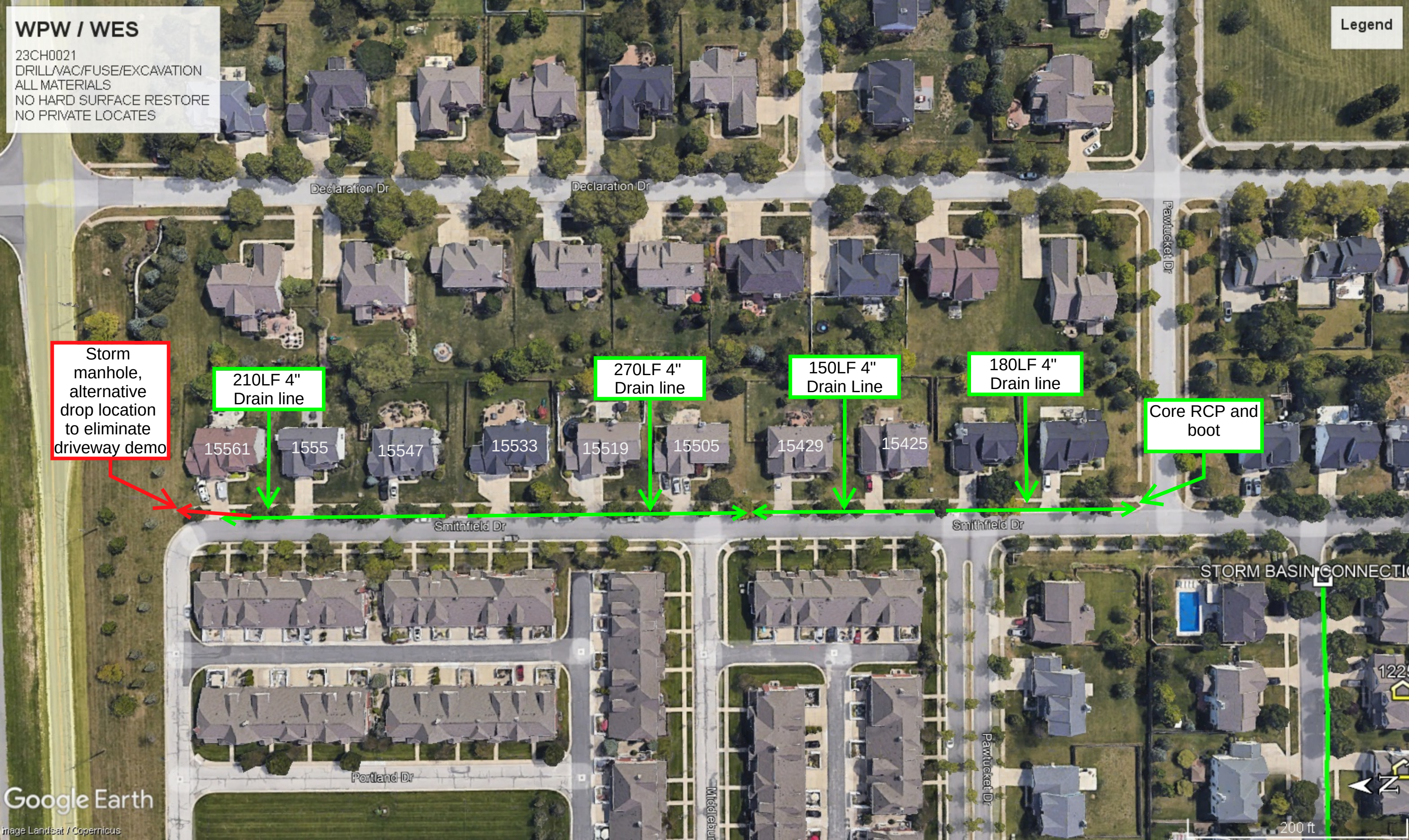
270LF 4"
Drain line

150LF 4"
Drain Line

180LF 4"
Drain line

Core RCP and
boot

STORM BASIN CONNECTION



**LEASE AGREEMENT BETWEEN THE CITY OF WESTFIELD FIRE
DEPARTMENT AND OUTDOOR EDGE EXCURSIONS, LLC.**

THIS AGREEMENT ("Agreement") is dated as of the 12 day of June, 2023 ("Effective Date") between the Westfield Fire Department, by and through the City of Westfield Board of Public Works and Safety ("City") and Outdoor Edge Excursions, LLC ("OEE"). The City and OEE may be collectively referred to herein as the "Parties". The City and OEE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Scope.** The City hereby leases to OEE and OEE hereby leases from the City the premises described on Attachment "A," attached hereto and incorporated by reference herein ("Leased Premises"). The City also hereby agrees to lease to OEE and OEE agrees to lease from the City the technology and communications equipment located thereon and all appurtenances thereto for a term of two (2) years commencing on June 12, 2023, and ending on June 12, 2025 unless sooner terminated ("Initial Term").

2. **Consideration.** In consideration, the Parties agree that the City shall charge and OEE shall pay to the City a monthly rate of \$700.00 before the first day of each month in advance beginning, 2022. An annual escalation of 2% will be added each year on the anniversary of the first payment. All payments shall be sent to the address of the City as set forth in this Lease, unless provided otherwise by the City. These rates may not be amended or modified during the term of this Agreement, except upon agreement of both Parties.

3. **Terms.** The Parties agree to the following terms and conditions:

a. OEE shall have reasonable access to Classroom 102 and Classroom 103 on an as-needed basis, and as scheduled equitably with other tenants.

c. OEE shall have the right to common use of the lobby, restrooms, and the refrigerator and sink in the kitchenette area.

d. OEE shall have reasonable access to the training grounds for purposes of product development, training, and demonstrations on an as-needed basis, and as scheduled equitably with other users, so as to not interfere with fire and/or law enforcement training exercises.

e. OEE's products will be operated according to all applicable federal, state, and local laws and may be operated in a tethered mode and non-tethered mode within the perimeter of the training grounds. Non-tethered flight will only

be permissible in a line of sight mode and operated no higher than 400 feet above the ground and within 1000 feet of the operator.

f. OEE shall safely handle and store gas cylinders per all applicable federal, state, and local laws.

g. All liability associated with the operations of OEE's products will be the sole responsibility of OEE.

h. OEE shall not cause any interference with any of the technology or operations by their use of the same or by any other use of the premises.

i. OEE shall not install any electronic equipment to the premises without the consent of the City, which consent shall not be unreasonably withheld.

4. **Use.** OEE shall use the Leased Premises only for the purpose of the operation of a business office. The City covenants that the Leased Premises may legally be used for the operation of such an office. The City warrants that there are no current covenants or zoning regulations restricting the premises for such office use. Notwithstanding anything contained in this lease to the contrary, in the event that such restrictions exist, the sole remedy of either party shall be to terminate this lease.

OEE shall keep the Leased Premises in a clean and orderly condition and shall conduct its business therefrom in a careful and safe manner. OEE shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including without limitation, zoning ordinances, nor shall OEE maintain, permit or suffer any nuisance to occur or exist on the Leased Premises. OEE shall not affix to or upon the exterior of the Leased Premises any sign, insignia or decoration without the prior written consent of City, which consent shall not be unreasonably withheld.

5. **Illegal Drugs and Alcohol.** Illegal drugs and alcoholic beverages shall not be taken, served or consumed on the Leased Premises. Any violation of this term will result in an automatic termination of the agreement.

6. **Surrender and Holdover.** Upon the expiration or sooner termination of this Lease, OEE shall surrender to City the Leased Premises, together with all property affixed to the Leased Premises (excepting trade fixtures), the technology and communications equipment included in this lease, clean and in the same order and condition in which OEE received them, the effects of ordinary wear, acts of God, casualty, insurrection, riot or public disorder excepted. Unless an event of default, as hereinafter defined, has occurred and remains uncured, OEE shall prior to the expiration of the term remove all of OEE's trade fixtures and personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by OEE prior to the

expiration of the term. At City's option, if OEE fails to remove such trade fixtures and personal property then the same shall be deemed the property of City. If OEE remains in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, with the consent of the City, then OEE shall be a month to month tenant at the same rental rate and subject to all of the other applicable covenants, terms, and conditions hereof.

7. Assignment. OEE shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of City, which consent shall not be unreasonably withheld. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law.

8. Alteration and Maintenance. OEE shall not cause or permit any alterations, additions, or changes of or upon any part of the Leased Premises without first obtaining the written consent of City. All alterations, additions or changes to the Leased Premises shall be made in accordance with all applicable laws and shall become the property of the City. OEE shall, at its own expense, furnish and install its own furnishings, including fixtures and other equipment or appurtenances necessary for operation of an office. Such trade fixtures, whether or not affixed or however affixed to the Leased Premises, shall remain OEE's property and may be removed by OEE or by any supplier or lender supplying financing for the purchase of such fixtures, provided such removal is accomplished with due care for the protection of the improvements, and OEE's supplier or lender is responsible for any damages to the improvements incurred by their removal. The City, promptly after written notice from OEE, shall make all repairs necessary to maintain the following in the same condition they are now in:

- The exterior and structural walls (excluding storefronts, doors, glass, and awnings) and foundations of the Leased Premises, except to the extent that the acts or neglect of OEE, its employees or invitees necessitates such repairs.

OEE shall make all other repairs not required to be made by City to maintain the Leased Premises in the same condition they are now in. OEE accepts the Leased Premises in their present condition. OEE shall not be obligated under this provision to repair any damage to the Leased Premises resulting from fire or other casualty. The preceding sentence is not intended to limit, modify or release OEE from any liability it may have for damage or destruction. City shall not be responsible for damage caused by water.

9. Technology services Contracts. City will be responsible for providing basic technology services, including but not limited to, internet connectivity to the Leased

Premises and for signing any service contracts or hiring any contractors. OEE shall not cause or permit any alterations, additions, or changes of or upon any part of the technology and communications equipment and services without first obtaining written consent of City. OEE shall adhere to the City of Westfield's Technology Resources Policy.

10. Destruction. To the extent such occurrence is within the Initial Term of this Lease, if the Leased Premises should be damaged or destroyed by fire or other cause to such an extent that the cost of repair would exceed thirty percent (30%) of the amount it would cost to replace the Leased Premises in its entirety at the time such damage or destruction took place, then City shall have the right to terminate this Lease by giving OEE notice of such election within sixty (60) days after the occurrence of such damage or destruction. This Lease shall then terminate fifteen (15) days after the date such notice is given. If City fails to exercise this option to terminate, then City shall at its expense repair the Leased Premises to substantially the same condition that it was in prior to the damage or destruction.

To the extent such occurrence is within the Initial Term of this Lease, if the Leased Premises should be damaged or destroyed by fire or other cause to such an extent that the costs of repair would be less than thirty percent (30%) of the amount it would cost to replace the Leased Premises in its entirety at the time such damage or destruction took place, then this Lease shall not terminate, and the City shall at its expense repair and restore the Leased Premises to substantially the same condition that it was in prior to the damage or destruction.

In the event the Leased Premises are damaged or destroyed, the rents herein provided, or a fair and equitable portion thereof, shall be abated until such time as the Leased Premises are repaired and restored. The opinion of an architect or registered engineer appointed by the City as to the costs of repair, restoration or replacement shall be controlling upon the parties. The City's obligation to restore or repair does not include fixtures or improvements installed or owned by OEE. The provisions of this Section are not intended to limit, modify or release OEE from any liability it may have for damage or destruction.

11. Condemnation. If all or any part of the building constituting a part of the Leased Premises shall be taken by public authority, under the power of eminent domain, or if a sufficient portion of the parking area is so taken as to reduce available customer parking to a point below the reasonable needs of OEE for the conduct of its business and City does not furnish additional contiguous parking either equal in amount or sufficient to meet OEE's needs, whichever is less, or if any such taking should permanently eliminate all or a substantial portion of direct street access to the Leased Premises, then, and in any one of

said events, either City or OEE may terminate this lease by written notice of such termination date after the date of receipt by either City or OEE of written notice from the condemnor of intention to condemn, but not later than the date of actual taking of possession by the condemnor, and upon such termination date this lease and the term herein demised shall cease and terminate. In the event that a portion of the Leased Premises is so taken and this lease is not terminated, City to the extent of the condemnation proceeds it is receiving for this purpose shall make all necessary repairs to the Leased Premises to constitute the remaining premises usable for an office operation with equitable abatement of the fixed minimum rent. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of City, except as otherwise provided herein. To the extent that any such award is intended to compensate OEE, City shall reject such award or offer, and agrees to make no claim on behalf of OEE for OEE's losses except as the parties may subsequently agree in writing. City will cooperate with OEE to secure OEE's damages, if any. OEE may make a claim against the public authority, but not City, for loss of business, depreciation to and cost of removal of stock and fixtures belonging to OEE, provided that such claim will not reduce any award made to City.

The term "public authority" as used herein, shall include any corporation, firm or association, whether publicly or privately owned, having the power of eminent domain.

The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation. In the event of the termination of this lease under this provision, all current monthly rents shall be adjusted to the date of such termination and all liabilities and obligations under this lease, except as regards City's rights, if any, for rent applicable to prior months and for a pro rata tax adjustment payment and other accrued rights shall be immediately terminated, provided that OEE shall be given a reasonable opportunity to remove its property from the Leased Premises.

12. Mechanic's Lien. OEE shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for OEE. If such Statement of Intention to hold a Mechanic's Lien is filed, City at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, OEE upon demand by City, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute

consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving OEE the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

13. Indemnification and Release. OEE shall indemnify and hold harmless City from and against all damages, claims, and liability arising from or connected with OEE's control or use of the Leased Premises or equipment operated from it, including without limitation, any damage or injury to person or property. If City shall, without fault, become a party to litigation commenced by or against OEE, then OEE shall indemnify and hold City harmless. The indemnification provided by this Section shall include City's legal costs and fees in connection with any such claim, action or proceeding. OEE does each hereby release City from all liability for any accident, damage or injury caused to person or property on or about the Leased Premises, except such accident, damage or injury occurring due to any negligence on the part of City, and in accord with any statutory or other immunity granted to the City. This provision shall survive the termination of this agreement.

14. Insurance. OEE shall throughout the term procure and carry comprehensive public liability naming City "as an additional insured" insuring City and OEE against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises, adjacent parking area and training grounds in amounts prior to commencement of the term of not less than \$2,000,000.00 for injury to or death of one person in any one accident or occurrence and in a limit of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence. This insurance shall be in force prior to commencement of the term, and a copy is to be furnished to the City. No policy provided by OEE shall be cancelable or subject to reduction or modification except after thirty (30) days' prior written notice to City. OEE shall, within twenty (20) days prior to expiration of such policy, furnish City with renewals or binders thereof.

15. Events of Default. Any of the following shall be deemed an Event of Default:

- A. The failure to pay any installment of rent when the same becomes due and the failure continues for five (5) days.
- B. OEE's failure to perform or observe any covenant, term or condition of this Lease to be performed or observed by OEE and if curable, the failure continues for fifteen (15) days after notice thereof is given to OEE.

- C. Abandonment of the Leased Premises.
- D. The filing or execution or occurrence of:
 - (1) An involuntary petition in bankruptcy against OEE and the failure of OEE, in good faith, to promptly commence and diligently pursue action to dismiss the petition.
 - (2) A petition against OEE seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of OEE in good faith to promptly commence and diligently pursue action to dismiss the petition.
 - (3) A general assignment for the benefit of creditors by OEE.
 - (4) The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

16. City's Remedies.

A. Upon the occurrence of any Event of Default, the City may, at its option, in addition to any other remedy or right it has hereunder or by law:

- 1. Re-enter the Leased Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease.

City may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of OEE.

- 2. Terminate this Lease at any time upon the date specified in a notice to OEE. OEE's liability for damages shall survive such termination. Upon termination, such damages recoverable by City from OEE shall, at City's option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments."

"Liquidated Damages" shall mean an amount equal to the excess of the rentals provided for in this Lease which would have been payable hereunder by OEE, had this Lease not been terminated, for the period commencing with such termination and ending with the date set for the expiration of the original term granted, (hereinafter referred to as

"Unexpired Term"), over the reasonable rental value of the Leased Premises for such Unexpired Term.

"Indemnity Payments" means an amount equal to the rent and other payments provided for in this Lease which would have become due and owing thereunder from time to time during the Unexpired Term plus the cost and expenses paid or incurred by City from time to time in connection with:

- a. Obtaining possession of the Leased Premises;
 - b. Removal and storage of OEE's or other occupant's property;
 - c. Reletting the whole or any part of the Leased Premises;
 - d. Care, maintenance and repair of the Leased Premises while vacant;
 - e. Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the Leased Premises, either separately or as part of the larger premises, into reasonable, original condition (allowing for normal wear and tear) acceptable to, and reasonably necessary to obtain new lessees; and
 - f. Making all repairs, alterations and improvements required to be made by OEE hereunder and of performing all covenants of OEE relating to the condition of the Leased Premises less the rent and other payments, if any, actually collected and allocable to the Leased Premises or to the portions thereof relet by City. OEE shall on demand make Indemnity Payments monthly and City can sue for all Indemnity Payments as they accrue.
3. Without terminating this Lease, relet the Leased Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of City's rights or remedies and City shall be entitled to Indemnity Payments, as heretofore defined, from OEE. Any reletting by City may be for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Leased Premises, separately or with other premises or from any sum, or to any lessee or for any use City deems appropriate.

B. Upon the occurrence of any of the following:

1. The filing of a voluntary petition in bankruptcy by OEE;
2. The filing of a petition or answer by OEE seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
3. An adjudication of OEE as a bankrupt or insolvent.
4. The appointment of a trustee, receiver, guardian, conservator or liquidator of OEE with respect to all or substantially all of its property.

This Lease shall terminate ipso facto as of such occurrence and the Leased Premises shall be surrendered as required above. OEE's liability for damages shall survive such termination and City shall be entitled to recover an amount equal to Liquidated Damages as defined above or an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which such amount is sought, whichever is less.

Venue for litigation shall be limited to the Hamilton County, Indiana Circuit or Superior courts.

17. City Ability to Cure. Upon the occurrence of any Event of Default, City may, if such default has not been cured, cure that default for the account and at the expense of OEE. If City in curing such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by OEE upon demand by City. All sums as to which OEE is in default of payment shall bear interest at the rate of eight percent (8%) per annum until paid.

18. Attorney's Fees. Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this Lease.

19. Access by City. City, City's agents and City's prospective lessees, purchasers or mortgagees shall be permitted to inspect and examine the Leased Premises at all reasonable times, and City shall have the right to make any repairs to the Leased Premises which City may deem necessary. This provision shall not be construed to require City to make repairs except as is otherwise required herein. For a period commencing **60 days** prior to the expiration of the term of this Lease, City may maintain "For Rent" signs on the front or on any part of the Leased Premises.

20. Authority. The Parties executing this Lease expressly acknowledge his/her authority to bind the respective parties and agree to every term, provision, covenant, and condition expressed in this Lease, without limitation.

21. Non-Discrimination. OEE agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

22. E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, OEE, by entering into this Agreement with the City, is required to enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify program. OEE is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, OEE affirms that it does not knowingly employ an unauthorized alien. OEE further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

24. Severability. The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

25. Miscellaneous. This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. No waiver by City of any default by OEE shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. City's acceptance of rent shall not be deemed a waiver as to any prior or subsequent default.

26. Notice. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in

an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

To the City:

City of Westfield Fire Department
c/o Fire Chief
17535 Dartown Rd
Westfield, IN 46074

To OEE:

Outdoor Edge Excursions, LLC
c/o Shannon Omalley
11650 Olio Rd STE 1000-167
Fishers, IN 46037

With a courtesy:

Taft Law
c/o Blake Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the City and OEE have signed this Agreement.

City of Westfield Fire Department
By and through Board of Public Works and Safety

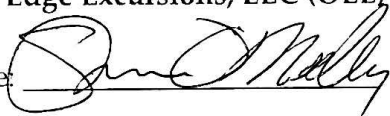
Andy Cook, Mayor

Randy Graham

Jim Ake

Outdoor Edge Excursions, LLC (OEE)

Signature: _____



Name: _Shannon OMalley_____

Title: __President_____

Date: __6/12/2023_____



OWNER'S REPRESENTATIVE AGREEMENT

THIS OWNER'S REPRESENTATIVE AGREEMENT ("Agreement") is entered into on _____ (the "Effective Date") by and between the City of Westfield, Indiana ("Owner"), and GKA Services, LLC, a Westfield-based, Indiana limited liability corporation ("Owner's Representative").

BACKGROUND

- A. The Owner intends to construct _____
- B. The Owner desires consulting services from an Owner's Representative with expertise and experience in the development and construction required to deliver the Program.
- C. The Owner desires to retain an Owner's Representative to provide the comprehensive services described in **Exhibit A** (the "Scope") which will include the organization, coordination, management and administration required for all aspects of the development of the Program.
- D. The duration and involvement of the Owner's Representative shall begin upon contract execution and extend through Project closeout or as otherwise directed by the Owner.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Owner and the Owner's Representative agree as follows:

AGREEMENT

1 Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect for twelve (12) months or as mutually agreed in writing by all parties (the "Term"). Owner's Representative shall have a continuing obligation, after the Term, to comply with any provision of this Agreement intended for Owner's protection or benefit, or that by its sense and context, is intended to survive the expiration or termination of this Agreement.

2 Scope of Services.

2.1. Owner has retained the Owner's Representative to provide sufficient organization, personnel and management to perform the services specified in this Agreement (the "Work") in an expeditious and economical manner. The Owner's Representative shall be an advocate for the Owner's interests and shall furnish all services required to complete the Work as identified in **Exhibit A**.

22. The Owner reserves the right to add additional projects or subdivide the Program as it is deemed to benefit the Owner. Changes to the Program or Work that impact the Owner's Representative's compensation or efforts shall be mutually agreed to in writing prior to the assignment or modification of Program changes to this agreement.

3 Owner's Responsibilities.

3.1. The Owner shall provide information regarding its design and construction requirements for the Project to the Owner's Representative, in a timely fashion.

3.2. The Owner's Contacts for the project are as follows:

City of Westfield

Jeremy Lollar, Chief of Staff (317) 804-3195 jlollar@westfield.in.gov

Rob Gaylor, Fire Chief (317) 804-3300 rgaylor@westfield.in.gov

4 Compensation and Terms of Payment.

4.1. The consideration for all Work performed or supplied by Owner's Representative under this Agreement shall be paid by Owner as follows:

- Compensation: Invoiced as lump sum retainer.
- Frequency of Invoicing: GKA Services shall invoice monthly as outline by project phase / level of engagement.
- Reimbursables shall be invoiced with sufficient backup with subtotaled separately from retainer.
- Payments shall be made by Owner within 30 days after Owner's receipt of an invoice and acceptance of services rendered under this Agreement.
- Project Phase / Level of Engagement:
 - Conceptual / Schematic Design: \$7,200 per month
 - CM/BOT Procurement: \$10,800 per month
 - Design Development: \$10,800 per month
 - Construction Documentation: TBD
 - Construction Phase: TBD

4.2 Reimbursable expenses include the following ordinary, necessary, and reasonable expenses incurred by the Owner's Representative and its subcontractors related to the Work:

- Owner-authorized out-of-town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with the travel reimbursement policies applicable to employees of the Owner.
- Owner-requested printing, reproductions, plots and standard form documents;
- Postage, handling and delivery of Instruments of Service as requested by the Owner;
- Renderings, models, mockups, professional photography and presentation materials (i.e., drone photography, project videos or other specialty services) requested by the Owner; and

- All reimbursement expenses shall be at the actual expense incurred by the Owner's Representative and its subcontractors without markup.
- If expenses are reimbursable, each request for reimbursement must be itemized and accompanied by receipts.
- Reimbursable expenses shall not, without Owner's prior written consent, exceed One Thousand Dollars (\$1,000.00) during the Term.

5. General Terms and Conditions.

5.1. Termination, Suspension.

5.1.1. Termination for Convenience by Owner. Owner may terminate this Agreement in whole or in part upon written notice to Owner's Representative for Owner's convenience. In the event of a termination for Owner's convenience, Owner's Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by Owner in its sole discretion, for services satisfactorily performed prior to termination, together with reimbursable expenses then due. Upon receipt of notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Work, placing orders, or entering into contracts for supplies, assistance, facilities, and materials, cause its suppliers and/or subcontractors to cease their work for this Agreement, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement; and furnish the Owner with all Project materials within fourteen (14) calendar days of receipt of notice of termination.

5.1.2. Termination for Cause. Either party may terminate this Agreement upon not less than 30 calendar days' written notice to the other party should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination; provided, however, if in the reasonable determination of the non-defaulting party the event(s) giving rise to the termination is/are reasonably susceptible to cure, the termination shall not be effective if the defaulting party cures the basis of the termination within the 30 day period to the non-defaulting party's reasonable satisfaction. When the Owner terminates this Agreement for cause, Owner's Representative shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by Owner in its sole discretion, for work or services satisfactorily performed minus all damages incurred by Owner connected with Owner's Representative's failure to perform. Upon receipt of notice of termination, unless the notice directs otherwise, the Owner's Representative shall do the following: discontinue all Work, placing orders, or entering into contracts for supplies, assistance, facilities, and materials, cause its suppliers and/or subcontractors to cease their work for this Agreement, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement; and furnish the Owner with all Project materials within fourteen (14) calendar days of receipt of notice of termination.

5.2. Indemnification.

5.2.1. To the fullest extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other parties of this agreement from and against all injuries,

loss, causes of action, claims, liability, damages or judgments, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of negligent acts and/or errors and/or omissions of the Owner or the Owner's Representative in the performance of their responsibilities of the Work.

5.3. Assignment. Owner's Representative may not assign any obligations of this Agreement without the prior written consent of Owner. In the event of any assignment, Owner's Representative shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Owner's Representative, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void. Notwithstanding any notice of assignment, Owner's tender of payment to Owner's Representative named herein, or to any person reasonably believed by Owner to be entitled to payment, shall satisfy Owner's obligation to pay, and in no event shall Owner be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

5.4. Survivability. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder, shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

This Agreement is entered into as of the Effective Date.

OWNER

CITY OF WESTFIELD

(Signature)

(Printed name and title)

Date: _____

OWNER'S REPRESENTATIVE

GKA SERVICES, LLC

(Signature)

Kenneth L. Alexander, President & Owner
(Printed name and title)

Date: _____

EXHIBIT A

SCOPE OF SERVICES

OWNER'S REPRESENTATIVE/CONSTRUCTION MANAGER

The owner's representative/construction manager is primarily responsible for advocating on behalf of the Owner and associated project user's best interests. The scope of services for the Owner's Representative shall include oversight during the Preconstruction, Procurement and Construction activities. Depending on the expertise and services of other consultants, such as an architect, these services may include:

Project Programming:

- Provide site selection and feasibility analysis (if needed)
- Support project program development with Owner and end users
- Solicit and provide recommendations for design team professionals
- Attend City of Westfield meetings as necessary to support procurement approvals
- Review conceptual budget for Program elements
- Provide recommendations to maintain Program budget and schedule

Conceptual Design / Schematic Design:

- Attend design meetings on behalf of Owner
- Support design process with constructability analysis
- Ensure that project design adheres to Program budget and scope
- Develop a Program and project schedule inclusive of phasing requirements
- Provide a procurement analysis for the entire program and individual project components
- Oversee construction estimate validation meetings at end of each design phase (as needed)

Project Procurement:

- Oversee the procurement of construction service providers and specialty systems
- Review Construction RFP responses and provide recommendations accordingly
- Attend City of Westfield meetings as necessary to support procurement approvals
- Review contracts between the selected vendors and Owner for contracted services
- Issue notice to proceed to successful construction partners

Design Development / Construction Documentation Phase:

- Attend design meetings on behalf of Owner
- Support design process (as needed) with design and construction partners
- Ensure that project design adheres to Program budget and scope
- Review construction schedules and phasing plans of construction partner

- Oversee construction estimate validation meetings at end of each design phase (as needed)
- Review project Guaranteed Maximum Price (GMP)

Construction Supervision:

- Act as Owner agent during construction Start-up and contractor mobilization
- Provide ongoing oversight and participate in project meetings on behalf of the Owner
- Provide weekly site visits to ensure project schedule and quality are achieved
- Support monthly construction pay application reviews from construction partners
- Attend City of Westfield meetings as necessary to report on project status
- Advise Owner of potential costs or scope changes associated with RFI responses and construction directives from design team
- Support Project Team with issuance and analysis of contract revisions
- Ensure that the Owner is kept apprised of decisions required to maintain schedule, quality and budget
- Assist designers in space programming for FF&E (Furnishings, Fixtures & Equipment)

Additional Services:

This listing is not intended to be a complete scope description but is intended to identify major tasks and other known functions to support the Program. There may be changes, both additive and reductive in nature, that are necessary due to the selected construction delivery for the project. Revisions in the scope of services that are deemed to be outside of the general scope of Owner's Representation will be addressed in writing prior to executing the requested additional services.

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH, that iBeach 31, LLC, a(n) Indiana Limited Liability Company ("Grantor"), hereby grants, conveys, and warrants to the City of Westfield, Indiana, an Indiana municipality ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that certain real estate in Hamilton County, Indiana, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Real Estate") for use as a right-of-way for public road purposes and the construction, operation, and maintenance of public utilities in, under, over, and across said right-of-way.

This dedication is made free and clear of all leases and is subject to easements, agreements, restrictions, encumbrances, rights-of-way and other matters of record. This dedication is not subject to Indiana gross income tax.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with Grantor or any successors in title to the abutting lands of Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by Grantee or its successors in title, of a portion or all of the Real Estate or any right of way, roadway or roadway appurtenances established thereupon. These acknowledgements and agreements are a covenant running with the land and shall be binding upon Grantor and its successors and assigns.

Grantor represents and certifies that the person executing this Dedication of Public Right of Way on behalf of Grantor is duly empowered by the Grantor to execute and deliver this Dedication of Public Right of Way; that the Grantor has full capacity and authorization to convey the real estate described and that all necessary action has been duly taken for the making of this dedication.

[Signature Page Follows]

☐

IN WITNESS WHEREOF, Grantor has executed this instrument this 25th day of June, 2023.

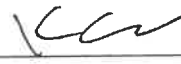
June



GRANTOR:

iBeach 31, LLC

a(n) Indiana Limited Liability Company

By: 

Name: Katie Conner

Title: Owner

STATE OF INDIANA)

) SS:

COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Katie Conner, a Grantor of iBeach, a(n) _____, who acknowledged the execution of this Dedication of Public Right

of Way for and on behalf of said _____.

Witness my hand and Notarial Seal this 1ST day of June, 2023.

Notary Signature

Julie Sole

Printed

Julie Sole

My Commission Expires:

October 4, 2024

My County of Residence:

Hamilton

My Commission Number:

691639



Grantee's address and return after recording: _____.

This Instrument prepared by Michael A. Brockman, Esq., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael A. Brockman.

☐ ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its Dedication of Public Right of Way for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that said Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described Real Estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

EXHIBIT A

Legal Description of the Real Estate

THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY INDIANA BEING DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER AS BEARING NORTH 90°00'00" EAST WITH ALL OTHER BEARINGS HEREIN CONTAINED RELATIVE THERETO; BEGINNING AT A FOUND PK NAIL AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 36; THENCE ON AND ALONG THE SOUTH LINE OF SAID QUARTER NORTH 90°00'00" EAST 132.79 FEET TO A SET PK NAIL AT THE TRUE PLACE OF BEGINNING;
THENCE NORTH 0°00'00" EAST 50.00 FEET;
THENCE NORTH 90°00'00" EAST 300.00 FEET;
THENCE SOUTH 0°00'00" WEST 50.00 FEET TO A SET PK NAIL ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 36;
THENCE ON AND ALONG SAID SOUTH LINE SOUTH 90°00'00" WEST 300.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.344 ACRES, MORE OR LESS.

**AMENDMENT NO. 1 TO
CONSULTING CONTRACT
BETWEEN
CITY OF WESTFIELD
AND
WSP USA INC.**

This Amendment No. 1 is made and entered into this ____ day of _____, 2023, by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA") and WSP USA Inc. (the "CONSULTANT").

RECITALS

CONSULTANT and LPA entered into a contract, dated January 27, 2021 ("this Contract"), for the performance of certain technical and professional services concerning the Reconstruction of Little Eagle Creek from 146th Street to Shelborne Road (Des. No. 1902801) Project (the "Project").

WSP and Client now desire to amend this Contract to increase the compensation payable under the Contract by \$422,850.00 and add Services to be performed.

Therefore, for the consideration hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereto by their signatures below affirm, the parties do mutually agree as follows:

TERMS

The above recitals are incorporated herein and made a part hereof as if fully set forth.

- A. Scope of Services. The Scope of Services, which is Appendix "A" to this Contract, is hereby amended to include those Services set forth in Attachment 1, Scope of Services Supplement No. 1, attached hereto and incorporated herein for all purposes.
- B. Compensation. The CONSULTANT's Total Maximum Compensation specified in Appendix "D" to this Contract is amended to increase the maximum not-to-exceed amount to be paid as compensation for the Scope of Services by \$422,850.00, for a new Total Maximum Compensation of \$1,076,853.00.
- C. All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to this Contract, which shall be effective as of the date first written above.

WSP USA INC.

CITY OF WESTFIELD

BY: _____
Signature
Its: _____

BY: _____
Signature
Its: _____

APPENDIX “A” – Attachment 1

Task 1 Right of Way Plan Development

1. Right of Way Engineering

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. All documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. All documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANTS duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from LPA, undertake additional field work, such as right-of-way staking or general layout, as specifically instructed by LPA. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/ her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by LPA of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.

The CONSULTANT shall provide to LPA, on appropriate electronic media, a copy of prepared legal descriptions, any computer-generated land plats and all calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of LPA and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to LPA during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans. Deliverables - The CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to LPA/Indiana Department of Transportation (INDOT) upon completion of the described services.

2. Title Research Services

A. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY

1. COVER SHEET

- a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
- b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, 21 note may be used to direct the reader's attention to the chain of title.
- f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
- g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

Indiana Department of Transportation
Division of Production and Planning
Real Estate Section

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Values		Key Number
					Land	Improve.	

Name:

Address:

Title Acquired By:

Mortgage Record:	Page:	Amount:	Dated:
Mortgagor:			
Mortgagee:			
Judgments:		Easements:	
Taxes:		Taxes are current.	

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.,

CONSULTANT

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. CHAIN OF TITLE

- a. The chain of title shall be presented as entries which address all conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
- b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
- c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and complete recording information.
- d. Any sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, any instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
- e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, all approvals and certificates, etc. One legible copy of the subdivision plats for any other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
- f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
- g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
- h. All easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
- i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, any subsequent assignments shall be shown.
- j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
- k. Any defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. CONTIGUOUS PROPERTY

- a. A search for contiguous property is require for the Department's Engineering and Condemnation procedures.
- b. Contiguous property is property that is owned by the same entity as the caption and 1) has unity for use" with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.
- c. Any property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption property (requiring a

- statement to that effect).
- d. Any property that is known to have “unity of use” with the caption property shall be shown as contiguous property.
- e. Any property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.
- f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
- g. No liability shall be incurred by the Consultant regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS

- a. The Consultant shall provide one copy of the Auditor’s or Assessor’s plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. GENERAL

- a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.
- b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
- c. The Consultant agrees to testify in court in behalf of the State on any title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.
- d. The Consultant agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Department. Any parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY

1. COVER SHEET

- a. The cover sheet shall follow the format as found in Attachment “1”, with the words “TEMPORARY R/W” added to the title.
- b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. No mortgage search is required for temporary R/W.
- f. No judgment or easement searches are required for temporary R/W.
- g. The status of the taxes shall be noted on the cover sheet.
- h. The cover sheet shall include the certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES

- a. The “key” number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL

- a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.

C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
 - a. A cover sheet which identifies any changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes.
 - b. Copies of any documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Task 2 Appraising Services

The Consultant is to perform real estate appraisals and prepare appraisal reports in accordance with “The INDOT Appraisal Manual” on an as-needed basis.

The Consultant agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.

The Appraiser agrees to furnish appraisals in an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner.

The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the Consultant shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The Consultant agrees to updating reports at the request of LPA/INDOT and/or testify on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT’s Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Task 3 Review Appraisal Services

The Consultant agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.

The Consultant agrees to furnish reviews in an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.

The Consultant agrees to make the Review Appraisal Report/Appraisal Problem Analysis Report of each and every parcel.

The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the Consultant shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The Consultant agrees to updating reports at the request of LPA/INDOT and/or testify in court on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Task 4 Negotiation Services

1. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously.
2. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by LPA/INDOT as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) written statement explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - b. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and

obligations.

3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA/INDOT.
4. A revised offer and summary statement of just compensation shall be provided the owner if:
 - a. The extent of the taking is revised, or
 - b. The approved estimate of just compensation is revised by the Review Buyer, or
 - c. If the purchase of Excess land requires a new or revised SJC.
5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - a. The date and place of contact,
 - b. The parties of interest contacted,
 - c. The offer made,
 - d. The counter offer or reasons offer was not accepted,
 - e. The signature of the CONSULTANT, date, and initials of the person contacted.
6. The property owner must be given a copy of the report on each contact.
7. The CONSULTANT further agrees that the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A", and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
 - a. The written agreement secured, embodies all considerations agreed to by the property owner;
 - b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - c. The agreement was reached without coercion of any type.
9. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to LPA:
 - a. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement,

- b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
- 10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
- 11. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

Task 5 Right of Way Management

The CONSULTANT shall coordinate all of the right of services related activities and make sure to complete all of the activities complete within the established schedule by LPA/INDOT.

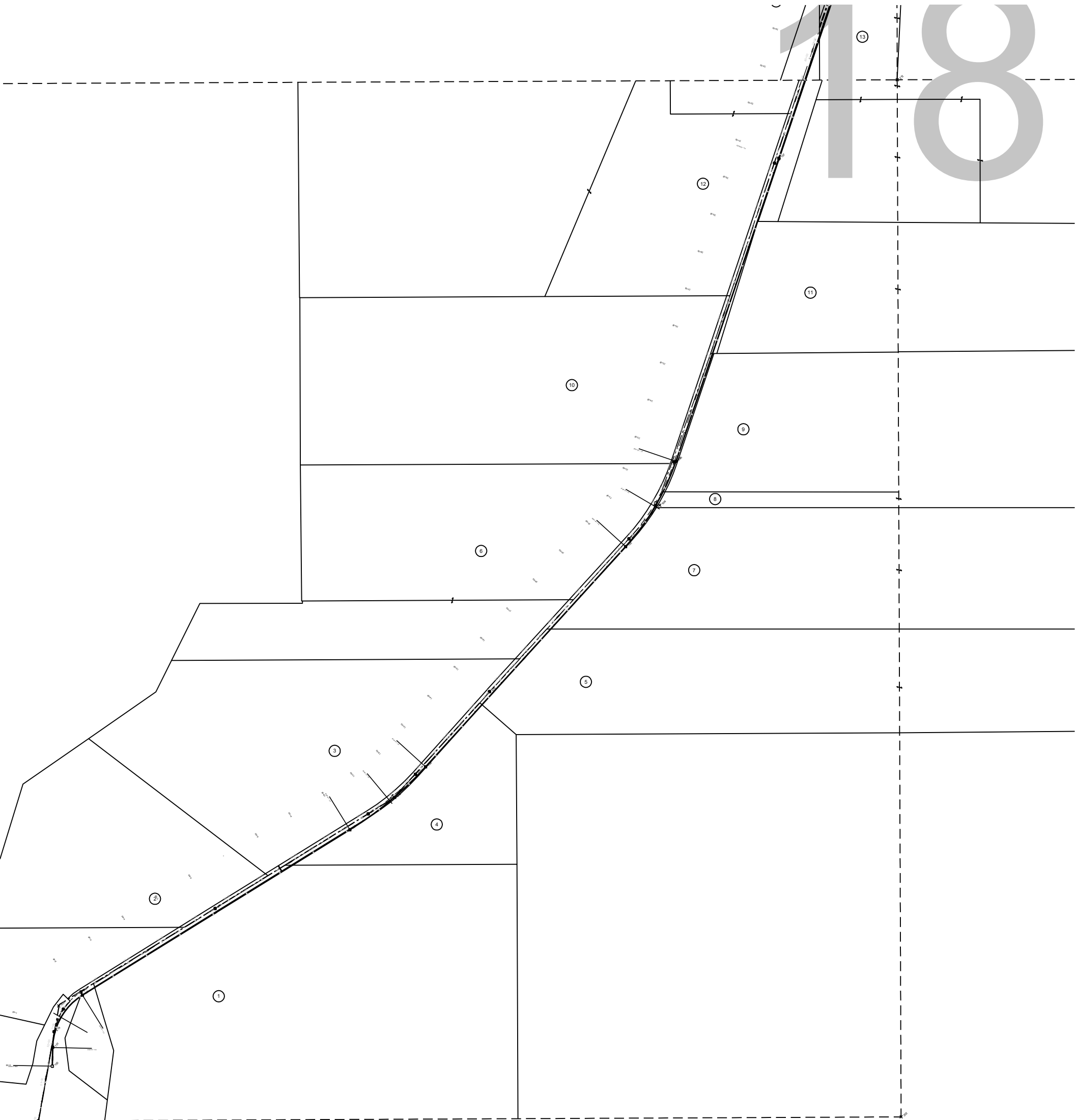
The CONSULTANT shall provide weekly progress reports for all activities related to right of way services to LPA/INDOT.

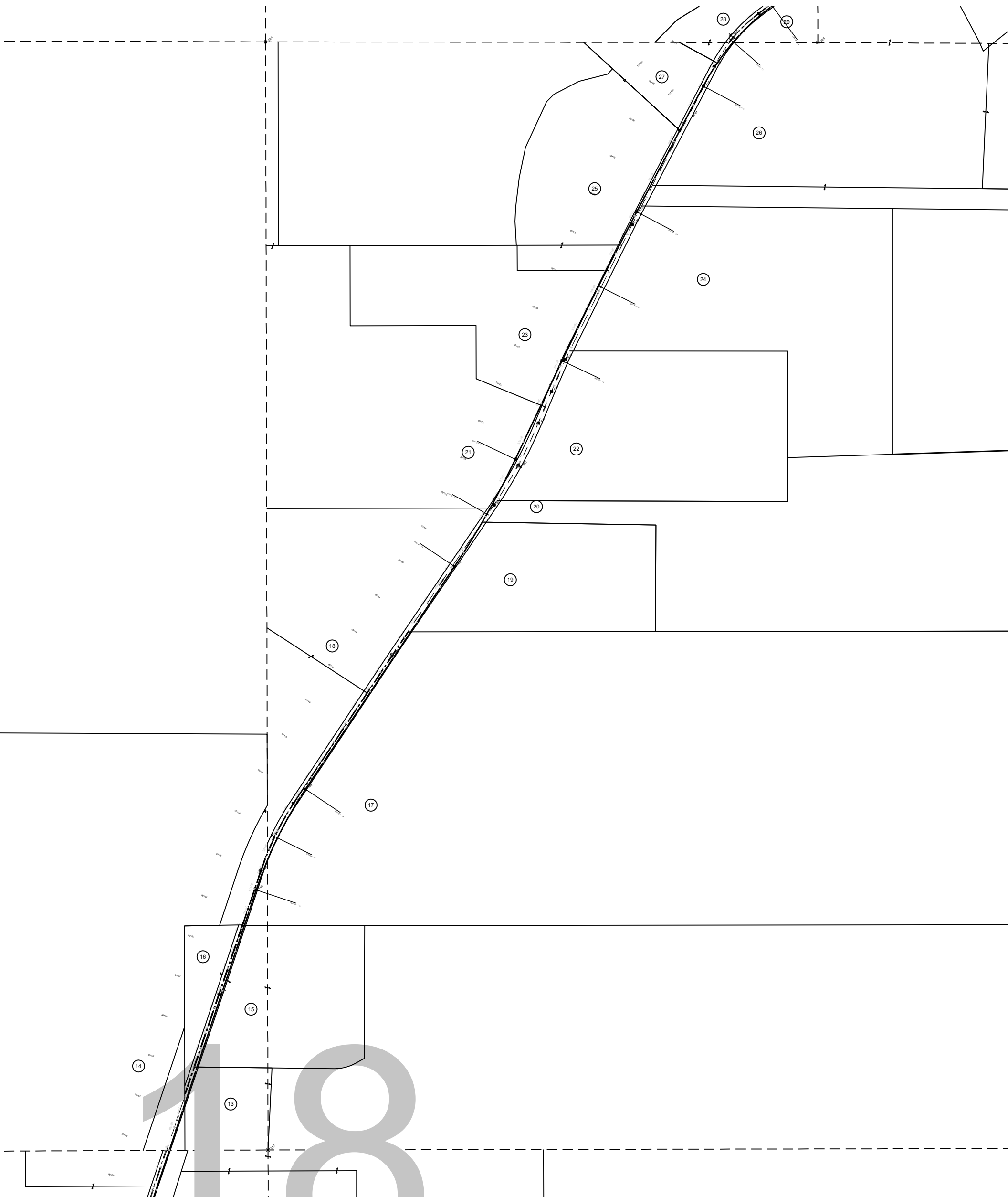
The CONSULTANT shall record the completed parcels with the local agency with jurisdiction and provide a proof of records to LPA/INDOT.

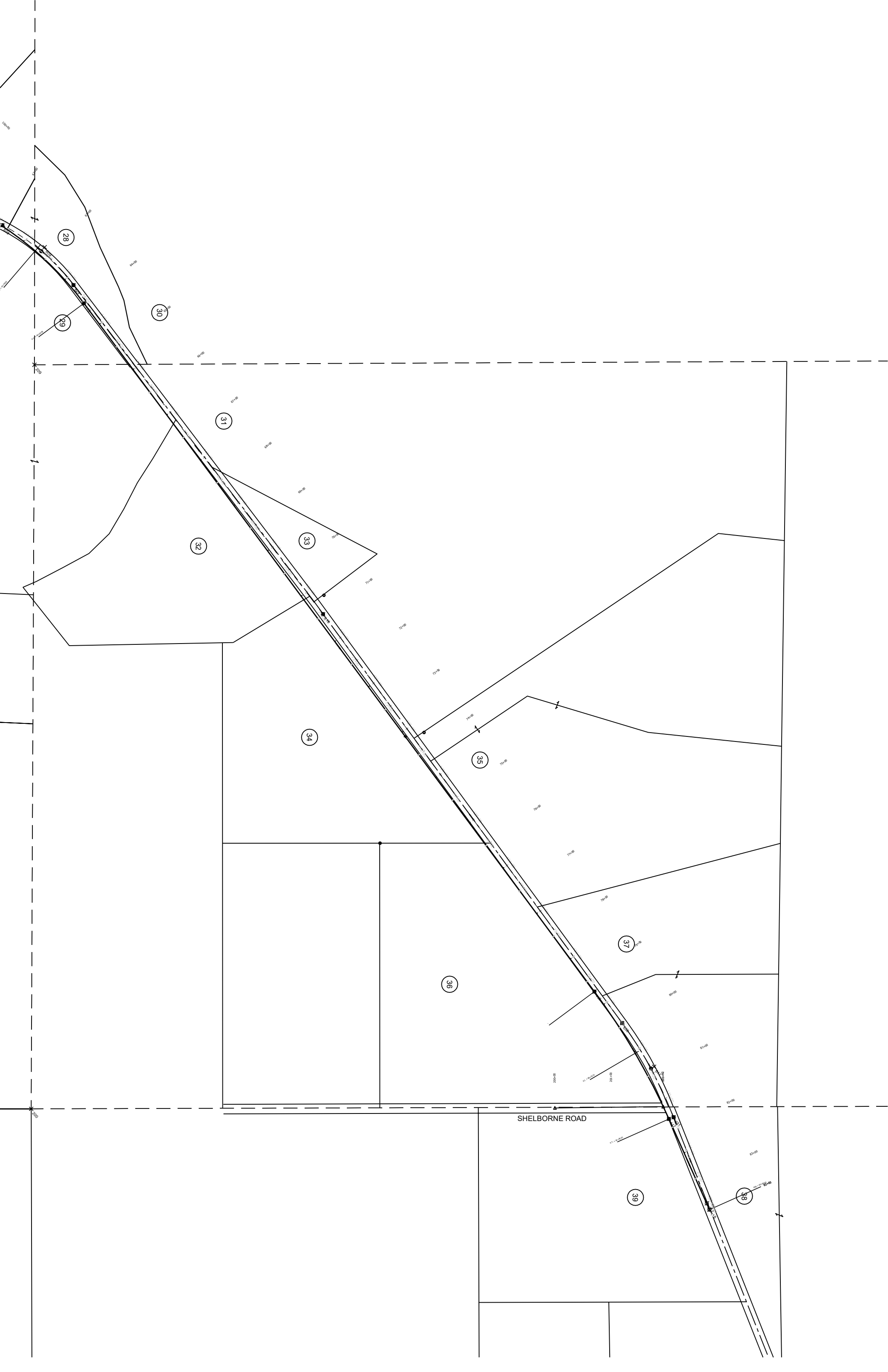
The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT, based on the current standards set by INDOT's Central Office.

APPENDIX "D"- Attachment 1

				
PROJECT:		Little Eagle Creek Avenue - Supplemental		
DESCRIPTION	Services Provided By	Unit Cost/ Parcel	# of Parcels	TOTAL DOLLARS
Right of Way Engineering - Existing Property Line Layout - Parcel Plats - Legal Descriptions - Right of Way Plans - Area Computations - Transfer Documents	WSP Permanent Temporary	\$3,200	15	\$48,000.00 \$0.00
Right of Way Acquisition Management	WSP	\$1,275	40	\$51,000.00
Title Work - Permanent Reports - Temporary Reports	Woodco	\$375	5	\$1,875.00 \$0.00
Appraisal Problem Analysis	JAY Real Estate	\$250	15	\$3,750.00
Appraisal - Waiver Valuation - Value Finding - Short Form - Long Form	Hazeltine & Associates	 \$2,900 \$4,650	 17 23	 \$0.00 \$0.00 \$49,300.00 \$106,950.00
Appraisal Review - Waiver Valuation - Value Finding - Short Form - Long Form	JAY Real Estate	 \$1,400 \$2,225	 17 23	 \$0.00 \$0.00 \$23,800.00 \$51,175.00
Buying	Specialized Land Services	\$2,075	40	\$83,000.00
Relocation				\$0.00
R/W Staking				\$0.00
Document Recording	WSP	\$100	40	\$4,000.00
			TOTAL:	\$422,850.00
Estimated Property Owner Compensation:				
Note: Appraisal and Appraisal Review fees are estimated from the information available at this time. Actual fees will be billed.				
Note: For Title Work, parcels with multiple tax parcel numbers were counted as multiple reports as the title researcher charges per title search. This amount could be less once the title research is actually performed. Actual fees will be billed.				







AGREEMENT TO DEDICATE RIGHT OF WAY
TO CITY OF WESTFIELD, INDIANA
AND TO GRANT TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, dated May __, 2023, is by and between BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership ("Beazer"), and B & V FARM OF HAMILTON COUNTY, LLC, an Indiana limited liability company ("Seller").

Recitals:

A. Beazer is the developer of a single-family residential development known as Harbor at Grand Park (the "Development"), located in the City of Westfield, Indiana (the "City").

B. Seller is the owner of certain real estate in the vicinity of the Development, as more particularly described in Exhibit "A" and which is depicted in Exhibit "C", each as attached hereto (the "ROW Parcel").

C. Seller is also the owner of certain real estate adjacent to the ROW Parcel, as more particularly described in Exhibit "B" and which is also depicted in Exhibit "C", each as attached hereto (the "ROW Construction Easement Area").

D. Beazer desires to have Seller dedicate the ROW Parcel to the City and to grant a temporary construction easement to Beazer over and across the ROW Construction Easement Area, and Seller desires to dedicate the ROW Parcel to the City and to grant such easement, on the terms and conditions set forth in this Agreement.

Terms:

In consideration of the premises, the mutual obligations contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

2. **Dedication of ROW Parcel and Grant of Easement.**

(a) Seller shall dedicate the ROW Parcel to the City upon the terms and conditions contained in this Agreement. At the Closing, Seller shall deliver to Beazer, or to the City, at Beazer's direction, a Dedication of Public Right of Way in substantially the form attached hereto as Exhibit "D" and made a part hereof (the "Dedication Document"). Beazer shall pay for the cost of recording the Dedication Document.

(b) Seller shall grant to Beazer, a temporary construction easement over and across the ROW Construction Easement Area for the purpose of constructing, maintaining, repairing and replacing a passing blister within the ROW Parcel. The temporary construction easement shall be substantially in the form attached hereto as Exhibit "E" and made a part hereof (the "ROW Temporary Easement"). Beazer shall pay for the cost of recording the ROW Temporary Easement. Beazer shall provide Seller with notice of

initiation of construction activities for the passing blister at least five (5) days prior to initiation of such construction activities.

3. Consideration for Dedication of ROW Parcel and the ROW Temporary Easement. The dedication of the ROW Parcel by Seller to the City and the grant of the ROW Temporary Easement to Beazer (the dedication and the grant are collectively referred to as the "Seller Grants") shall be in exchange for the consideration specified in Exhibit "F" attached hereto and made a part hereof (the "Consideration"). The Consideration shall be paid or provided to Seller as provided in such Exhibit "F."

4. Warranties of Seller. Seller warrants and represents to Beazer and to the City that on the date hereof and as of the date of Closing:

(a) Seller is the fee simple owner of the ROW Parcel and the ROW Construction Easement Area (such areas of real estate collectively referred to as the "Seller Parcels"), and no person other than Seller has any right to or title or interest in or claim against the Seller Parcels.

(b) The Seller Parcels are currently not subject to any lease, except for the Farm Lease (defined in paragraph 14), or possessory interest by any person.

(c) Seller has not released and, to Seller's actual knowledge, no prior owner has released on the Seller Parcels (including the land, surface water, ground water and improvements) any hazardous, toxic or damaging substances or pollutants, including without limitation, (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1978, as amended, or any regulations thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder; and (iii) any pollutants or substances defined as hazardous or toxic by any federal, state or local law, statute, ordinance or regulation applicable to the Seller Parcels. Seller has never used the Seller Parcels, nor to the knowledge of Seller, has any prior owner used the Seller Parcels, for the storage or disposal of such pollutants or substances. To Seller's knowledge, there does not exist any underground storage tanks for fuel, pollutants, hazardous substances or other similar substances.

(d) Seller has made no contract to sell all or any part of the Seller Parcels and has not given any person an option to purchase all or any part of the Seller Parcels.

(e) No state of facts or condition exists with respect to the Seller Parcels or any part thereto which, to the knowledge of Seller, violates any city, county, state or federal law, ordinance, regulation or code.

(f) Seller has no knowledge of any pending or contemplated condemnation of the Seller Parcels or any part thereof.

(g) Seller is not a party to any litigation pending in any state or county court in the state within which the Seller Parcels are located or in any court of the United States which affects the Seller Parcels and is neither principal nor surety for any bond payable to the State of Indiana which affects the Seller Parcels.

(h) No federal, state or local taxing authority has filed an action of any nature as may impair title to or impose a lien upon the Seller Parcels.

These warranties and representations shall survive closing and delivery of the Seller Grants.

5. Conditions Precedent. The Closing is conditioned on the following conditions precedent:

(a) Beazer shall obtain, at Beazer's expense, the approval of the City to accept the Dedication Document in accordance with the terms of this Agreement.

(b) The exact legal descriptions for the ROW Parcel and the ROW Construction Easement Area have been prepared, at Beazer's cost, and are acceptable to Beazer. The parties agree that such exact legal descriptions shall be used as the exhibits to the Seller Grants.

(c) Beazer has acquired or intends to acquire the real estate which will be developed as the Development.

In the event any of the foregoing conditions are not satisfied or waived by Beazer or the City as of the Closing, then Beazer may terminate this Agreement upon written notice to Seller.

6. Closing. Closing of this transaction contemplated by this Agreement (the "Closing") shall occur at a time and place mutually acceptable to the parties on or before Friday, June 30, 2023.

7. Seller's Obligations at Closing. At the Closing, Seller shall deliver to Beazer or the City, as directed by Beazer, the Dedication Document and the ROW Temporary Easement in recordable form, together with such other documentation as may be necessary for the Seller Grants, all in form and substance reasonably acceptable to Beazer and its counsel. Seller shall have the risk of loss prior to and including the date of Closing.

8. Real Estate Taxes. Seller shall pay all real estate taxes and assessments for the year in which the Closing occurs, and all real estate taxes and assessments thereafter. Beazer shall not be liable for any such taxes.

9. Third-Party Beneficiary/Default. The parties acknowledge that the City is a third-party beneficiary of the terms of this Agreement. If Seller shall default in the terms and conditions of this Agreement, Beazer or the City, at its election, may seek any legal remedy available at law, equitable or legal, including, but not limited to, an action for specific performance, which action may include reasonable costs and recovery of the prevailing party's attorneys' fees.

10. **Real Estate Commissions.** Beazer and Seller agree that no broker or finder has been involved in the transaction described in this Agreement. Beazer and Seller agree that in the event any other broker, salesman or other person makes any claim for any commission or finder's fee based upon the transfer to Beazer of the Real Estate or any other items or interests contemplated by this Agreement, the parties through whom such broker, salesman or other person makes its claim shall indemnify and hold harmless the other party from such claim and all liabilities, costs and expenses relating thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim.

11. **Time of the Essence.** Time is of the essence for all terms and provisions of this Agreement,

12. **General.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

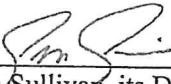
13. **Assignment.** Beazer shall have the right to assign this Agreement or any of its rights hereunder to any person or entity, without the prior written consent of Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executor, administrators, legal representative, successors and assigns.

14. **Farm Lease.** Seller has entered a farm lease of its real estate which includes the ROW Parcel and the ROW Construction Easement Area for the 2023 crop season (the "Farm Lease"). Seller is entitled to any farm rental income from the Farm Lease. In the event that the City, Beazer or their employees, representatives, agents, consultants or contractors damage any crops arising from such investigations and/or inspections of the ROW Parcel or ROW Construction Easement Area, then Beazer shall pay Seller One Thousand Dollars (\$1,000.00) per acre in crop damages for each acre of Seller's crop that is damaged.

[Signatures are on the following page.]

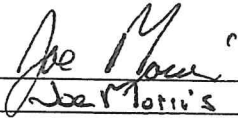
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BEAZER HOMES INDIANA LLP

By: 
Sean Sullivan, its Divisional President

"Beazer"

B&V FARM OF HAMILTON COUNTY, LLC

By: 
Joe Motiv's, its Manager

"Seller"

EXHIBIT "A"

Legal Description of ROW Parcel

PART OF THE LANDS OF B&V FARM OF HAMILTON COUNTY LLC DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NO. 2021041182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 699.20 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 20.00 FEET; THENCE SOUTH 06 DEGREES 30 MINUTES 53 SECONDS WEST, 140.69 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 212.26 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 29 SECONDS EAST, 124.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS EAST, 50.54 FEET TO THE SOUTH LINE OF B&V FARM; THENCE NORTH 89 DEGREES 53 MINUTES 35 SECONDS EAST, 17.31 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ON SAID EAST LINE NORTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 526.22 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.35 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of ROW Construction Easement Area

PART OF THE LANDS OF B&V FARM OF HAMILTON COUNTY LLC DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NO. 2021041182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 699.20 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 20.00 FEET; THENCE SOUTH 06 DEGREES 30 MINUTES 53 SECONDS WEST, 140.69 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 212.26 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 29 SECONDS WEST, 124.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS EAST, 50.54 FEET TO THE SOUTH LINE OF B&V FARM; THENCE SOUTH 89 DEGREES 53 MINUTES 35 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, 48.93 FEET; THENCE NORTH 07 DEGREES 36 MINUTES 42 SECONDS WEST, 124.48 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 215.96 FEET; THENCE NORTH 06 DEGREES 30 MINUTES 53 SECONDS EAST, 168.98 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 43 SECONDS EAST, 46.98 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.40 ACRES, MORE OR LESS.

EXHIBIT “C”

Depiction of ROW Parcel and ROW Construction Easment Area

[See attached depiction]

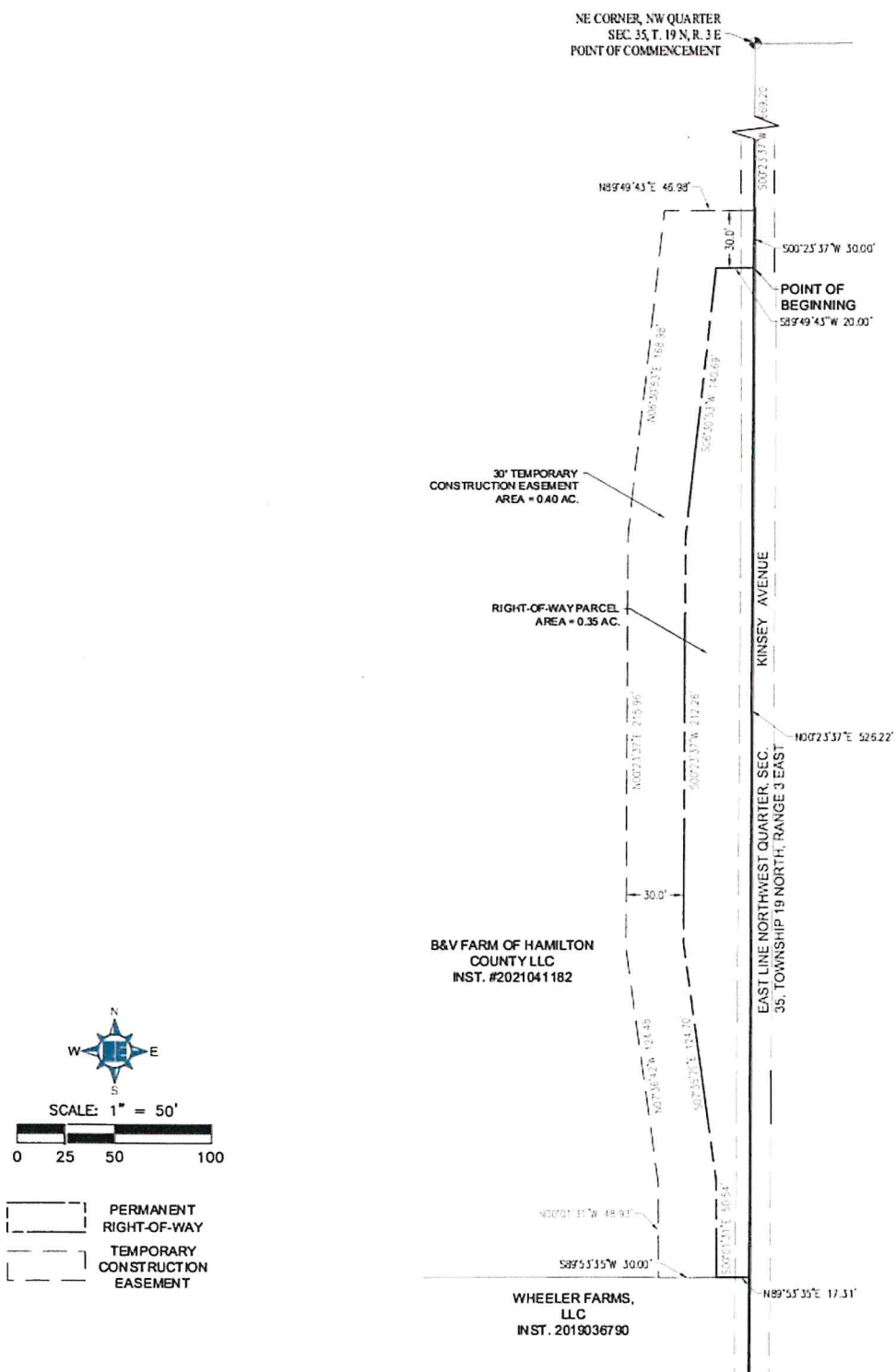


EXHIBIT “D”

Form of Dedication Document

[See form on following pages]

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That B & V FARM OF HAMILTON COUNTY, LLC, an Indiana Limited Liability Company ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the _____ day of _____, 20__.

By: _____ Title: _____

Printed: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC, A resident of _____

County, Indiana

Printed: _____

ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

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

EXHIBIT "E"

Form of ROW Temporary Easement

IN WITNESS WHEREOF, the undersigned Grantor has executed this Easement as of the ____ day of _____, 20__.

GRANTOR:

Signature: _____

Printed: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day _____, the _____ of _____, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf thereof as its duly authorized representative.

Witness my hand and notarial seal, this _____ day of _____, 20__.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

This instrument was prepared by Lewis E. Willis, Jr., Esq., Tuohy Bailey & Moore LLP, 50 South Meridian Street, Suite 700, Indianapolis, IN 46204.

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. Lewis E. Willis, Jr.

EXHIBIT "F"

Description of Consideration

Beazer agrees to develop the ROW Parcel in accordance with the site plan attached to this Exhibit F which is intended to provide, subject to any applicable governmental approvals, access to certain other real estate owned by Seller which is adjacent to the ROW Parcel. To the extent that access and connection to potable water mains and sanitary sewer mains located along Kinsey Avenue within the Development require Beazer's consent, permission or authorization, Beazer shall provide such consent, permission or authorization to Seller to provide such access for the development of Seller's real estate adjacent to the ROW Parcel, subject to any applicable governmental or utility provider approvals.

Cross Reference: Instrument No. _____
Recorded in the Office of the Recorder of Hamilton County, Indiana

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSES, that _____ (“Grantor”) for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enters into and declares this Grant of Temporary Construction Easement (the “Easement”), in connection with the location, establishing, construction and maintaining of certain Facilities (as hereinafter defined), which BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership, or its successors and assigns (“Grantee”) desires to construct, for the purposes and subject to the terms and conditions set forth in this Easement:

1. Right of Way. Contemporaneously with the execution of this Easement, Grantor is dedicating to the City of Westfield, Indiana (the “City”), certain right of way on and along Kinsey Avenue, in accordance with that certain Dedication of Public Right of Way, dated _____, _____ and recorded _____, _____ as Instrument No. _____ in the Office of the Recorder of Hamilton County, Indiana (the “ROW”).
2. Facilities. The ROW is for the purpose of constructing, maintaining, repairing and replacing a passing blister along Kinsey Avenue (the “Facilities”) within the ROW.
3. Grant of Temporary Construction Easement. In connection with Grantee’s desire to initially construct the Facilities, and perform related work and install various related improvements, Grantor, for itself and its successors and assigns, hereby conveys and grants to Grantee, and its agents, representatives, employees, contractors and subcontractors, a temporary non-exclusive construction easement (the “Temporary Construction Easement”) in, upon, over, under, across and through the portion of property owned by Grantor including the ROW and the area immediately adjacent to and contiguous with the ROW, as legally described and depicted on Exhibit “A” attached hereto and incorporated herein (the “Temporary Construction Easement Area”).
4. Rights of Grantees. It is stipulated and agreed that Grantee, and its agents, representatives, employees, contractors and subcontractors shall have the right to enter upon said non-exclusive Temporary Construction Easement Area, as specifically described above, for purposes of constructing the Facilities, perform related work and install various related improvements. It is further stipulated and agreed that Grantor and Grantor’s successors and assigns shall not, prior to the Termination Date (as hereinafter defined) use the Temporary Construction Easement Area in any manner which shall restrict, prohibit or impede Grantee, or its agents, servants, employees, contractors and subcontractors, from doing so. Grantee shall be responsible for and hold Grantor harmless for any damage, destruction or injury to any property or person as a result of Grantee’s usage of the Temporary Construction Easement. Grantee shall provide Grantor

with notice of initiation of construction activities for the Facilities at least five (5) days prior to initiation of such construction activities.

5. Restoration. Grantee may cut or trim any and all trees, shrubs, underbrush, bushes, saplings and other similar growths, now or hereafter growing upon or extending over the Temporary Construction Easement Area, insofar as may be reasonably necessary, in the exercise by Grantee of any and all of the rights and authorities herein and hereby granted to Grantee. The exercise of this right by Grantee shall not establish in Grantor any right or claim for damages to such trees, shrubs, underbrush or bushes, lawns or gardens. Any damage to improvements of Grantor caused by the exercise of Grantee's rights hereunder shall be repaired or replaced by Grantee to a condition that is as near the condition that existed at the time the property owned by Grantor was disturbed by it as is practicable.
6. Liens. Grantee covenants that it will take all necessary actions to prevent any mechanics lien(s) from being filed against the Temporary Construction Easement Area or any other part of the property owned by Grantor in connection with any work performed by or for Grantee. In the event any such lien against the Temporary Construction Easement Area, the property owned by Grantor or any part thereof is filed on account of any work done by or on behalf of Grantee by any contractor, agent, or subcontractor of Grantee or any other person directly or indirectly acting under Grantee's rights hereunder, Grantee will promptly take such action as is necessary on their part to have the lien discharged of record, and shall indemnify and defend Grantor against any and all claims arising in connection with such lien(s). Nothing contained herein shall constitute Grantor's authorization or consent to the creation by Grantee of any lien on the property owned by Grantor.
7. General. This Temporary Construction Easement shall automatically terminate on the date that is 60 days after completion of the construction of the Facilities, but in no event more than sixty (60) months from the recording of this Temporary Construction Easement (the "Termination Date").

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That B & V FARM OF HAMILTON COUNTY, LLC, an Indiana Limited Liability Company ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the May day of 30, 2023

By: Joe S. Morris

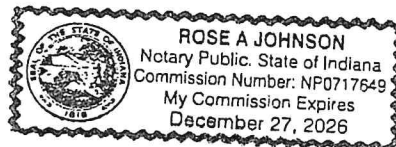
Title: Manager

Printed: Joe Morris

STATE OF INDIANA)

COUNTY OF HAMILTON)

) SS:



Before me, a Notary Public in and for said County and State, personally appeared Joseph Morris, who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way.

WITNESS my hand and Notarial Seal this 30 day of May, 2023

My Commission Expires:

12/27/2026

Rose A Johnson
NOTARY PUBLIC, A resident of Hamilton
County, Indiana
Printed: Rose A Johnson

ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

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

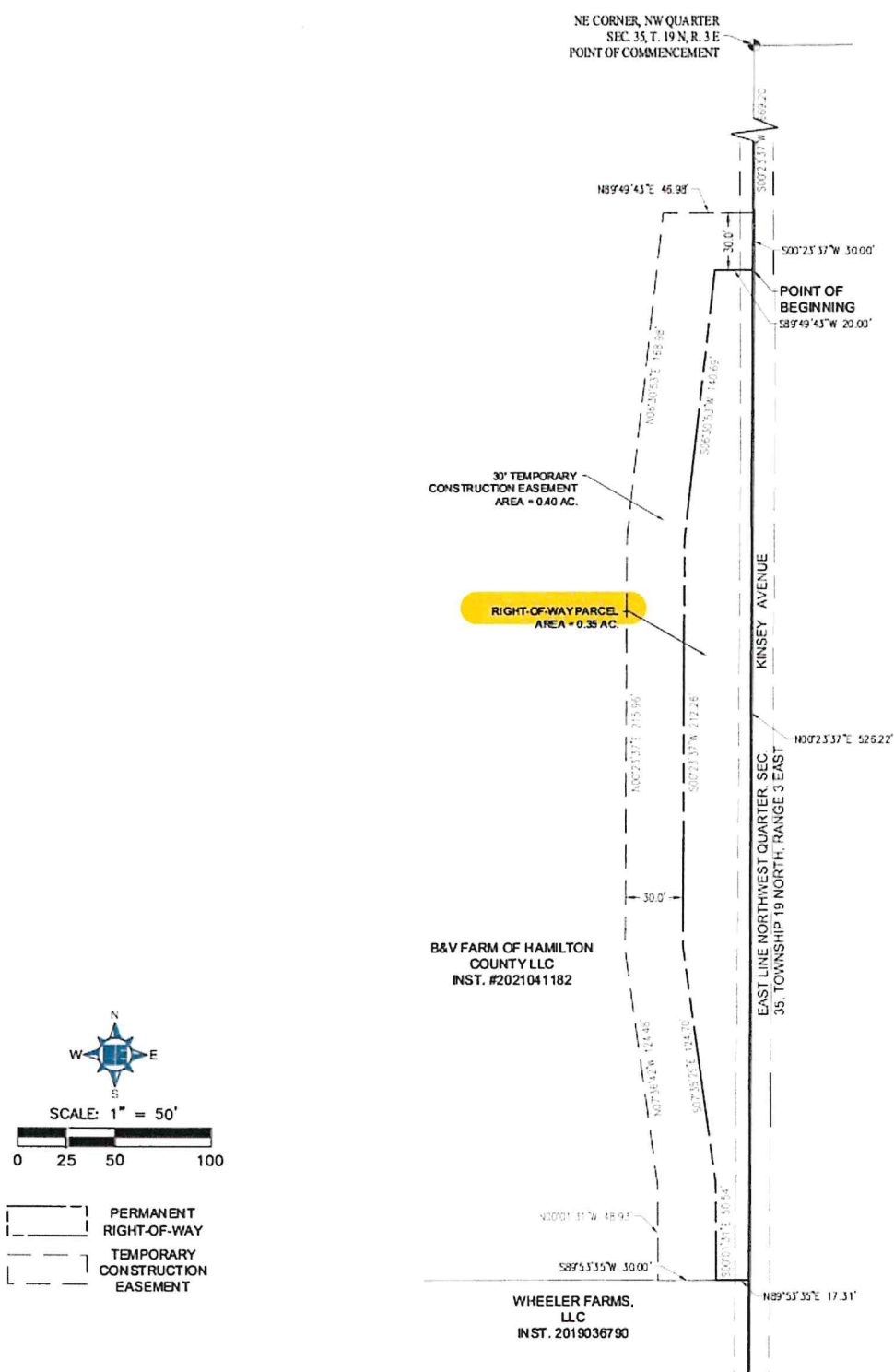
EXHIBIT "A"

Legal Description of ROW Parcel

PART OF THE LANDS OF B&V FARM OF HAMILTON COUNTY LLC DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NO. 2021041182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;
THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 699.20 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 20.00 FEET; THENCE SOUTH 06 DEGREES 30 MINUTES 53 SECONDS WEST, 140.69 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 212.26 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 29 SECONDS EAST, 124.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS EAST, 50.54 FEET TO THE SOUTH LINE OF B&V FARM; THENCE NORTH 89 DEGREES 53 MINUTES 35 SECONDS EAST, 17.31 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ON SAID EAST LINE NORTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 526.22 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.35 ACRES, MORE OR LESS.

THE FOREGOING LEGAL DESCRIPTION IS DEPICTED ON THE FOLLOWING PAGE AND DESCRIBED AS THE "RIGHT-OF-WAY PARCEL."



Cross Reference: Instrument No. 2021041182
Recorded in the Office of the Recorder of Hamilton County, Indiana

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSES, that B&V FARM OF HAMILTON COUNTY, LLC, an Indiana limited liability company ("Grantor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enters into and declares this Grant of Temporary Construction Easement (the "Easement"), in connection with the location, establishing, construction and maintaining of certain Facilities (as hereinafter defined), which BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership, or its successors and assigns ("Grantee") desires to construct, for the purposes and subject to the terms and conditions set forth in this Easement:

1. Right of Way. Contemporaneously with the execution of this Easement, Grantor is dedicating to the City of Westfield, Indiana (the "City"), certain right of way on and along Kinsey Avenue, in accordance with that certain Dedication of Public Right of Way, dated _____, _____ and recorded _____, _____ as Instrument No. _____ in the Office of the Recorder of Hamilton County, Indiana (the "ROW").
2. Facilities. The ROW is for the purpose of constructing, maintaining, repairing and replacing a passing blister along Kinsey Avenue (the "Facilities") within the ROW.
3. Grant of Temporary Construction Easement. In connection with Grantee's desire to initially construct the Facilities, and perform related work and install various related improvements, Grantor, for itself and its successors and assigns, hereby conveys and grants to Grantee, and its agents, representatives, employees, contractors and subcontractors, a temporary non-exclusive construction easement (the "Temporary Construction Easement") in, upon, over, under, across and through the portion of property owned by Grantor including the ROW and the area immediately adjacent to and contiguous with the ROW, as legally described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Temporary Construction Easement Area").
4. Rights of Grantees. It is stipulated and agreed that Grantee, and its agents, representatives, employees, contractors and subcontractors shall have the right to enter upon said non-exclusive Temporary Construction Easement Area, as specifically described above, for purposes of constructing the Facilities, perform related work and install various related improvements. It is further stipulated and agreed that Grantor and Grantor's successors and assigns shall not, prior to the Termination Date (as hereinafter defined) use the Temporary Construction Easement Area in any manner which shall restrict, prohibit or impede Grantee, or its agents, servants, employees, contractors and subcontractors, from doing so. Grantee shall be responsible for and hold Grantor harmless for any damage, destruction or injury to any property or person as a result of Grantee's usage of the Temporary Construction Easement. Grantee shall provide Grantor with notice of initiation of construction activities for the Facilities at least five (5) days prior to initiation of such construction activities.

5. Restoration. Grantee may cut or trim any and all trees, shrubs, underbrush, bushes, saplings and other similar growths, now or hereafter growing upon or extending over the Temporary Construction Easement Area, insofar as may be reasonably necessary, in the exercise by Grantee of any and all of the rights and authorities herein and hereby granted to Grantee. The exercise of this right by Grantee shall not establish in Grantor any right or claim for damages to such trees, shrubs, underbrush or bushes, lawns or gardens. Any damage to improvements of Grantor caused by the exercise of Grantee's rights hereunder shall be repaired or replaced by Grantee to a condition that is as near the condition that existed at the time the property owned by Grantor was disturbed by it as is practicable.
6. Liens. Grantee covenants that it will take all necessary actions to prevent any mechanics lien(s) from being filed against the Temporary Construction Easement Area or any other part of the property owned by Grantor in connection with any work performed by or for Grantee. In the event any such lien against the Temporary Construction Easement Area, the property owned by Grantor or any part thereof is filed on account of any work done by or on behalf of Grantee by any contractor, agent, or subcontractor of Grantee or any other person directly or indirectly acting under Grantee's rights hereunder, Grantee will promptly take such action as is necessary on their part to have the lien discharged of record, and shall indemnify and defend Grantor against any and all claims arising in connection with such lien(s). Nothing contained herein shall constitute Grantor's authorization or consent to the creation by Grantee of any lien on the property owned by Grantor.
7. General. This Temporary Construction Easement shall automatically terminate on the date that is 60 days after completion of the construction of the Facilities, but in no event more than sixty (60) months from the recording of this Temporary Construction Easement (the "Termination Date").

IN WITNESS WHEREOF, the undersigned Grantor has executed this Easement as of the ____ day of _____, 20__.

GRANTOR:

B&V FARM OF HAMILTON COUNTY, LLC

By: _____
_____, its _____

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

Personally appeared before me this day _____, the _____ of B&V Farm of Hamilton County, LLC, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf thereof as its duly authorized representative.

Witness my hand and notarial seal, this _____ day of _____, 2023.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

This instrument was prepared by Lewis E. Willis, Jr., Esq., Tuohy Bailey & Moore LLP, 50 South Meridian Street, Suite 700, Indianapolis, IN 46204.

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. Lewis E. Willis, Jr.

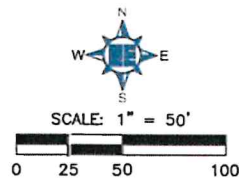
EXHIBIT "A"

Legal Description of ROW Construction Easement Area

PART OF THE LANDS OF B&V FARM OF HAMILTON COUNTY LLC DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NO. 2021041182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 699.20 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 20.00 FEET; THENCE SOUTH 06 DEGREES 30 MINUTES 53 SECONDS WEST, 140.69 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 212.26 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 29 SECONDS WEST, 124.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS EAST, 50.54 FEET TO THE SOUTH LINE OF B&V FARM; THENCE SOUTH 89 DEGREES 53 MINUTES 35 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, 48.93 FEET; THENCE NORTH 07 DEGREES 36 MINUTES 42 SECONDS WEST, 124.48 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 215.96 FEET; THENCE NORTH 06 DEGREES 30 MINUTES 53 SECONDS EAST, 168.98 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 43 SECONDS EAST, 46.98 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.40 ACRES, MORE OR LESS.

THE FOREGOING LEGAL DESCRIPTION IS DEPICTED ON THE FOLLOWING PAGE AND DESCRIBED AS THE "TEMPORARY CONSTRUCTION EASEMENT."



WEIHE ENGINEERS | 1010 N. College Avenue
Indianapolis, Indiana 46202
with east
117 / 866-6661

PAGE 2 OF 2

DATE: MARCH 14, 2023

Cross Reference: Instrument No. 2021041182
Recorded in the Office of the Recorder of Hamilton County, Indiana

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSES, that B&V FARM OF HAMILTON COUNTY, LLC, an Indiana limited liability company ("Grantor") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enters into and declares this Grant of Temporary Construction Easement (the "Easement"), in connection with the location, establishing, construction and maintaining of certain Facilities (as hereinafter defined), which BEAZER HOMES INDIANA LLP, an Indiana limited liability partnership, or its successors and assigns ("Grantee") desires to construct, for the purposes and subject to the terms and conditions set forth in this Easement:

1. Right of Way. Contemporaneously with the execution of this Easement, Grantor is dedicating to the City of Westfield, Indiana (the "City"), certain right of way on and along Kinsey Avenue, in accordance with that certain Dedication of Public Right of Way, dated _____, _____ and recorded _____, _____ as Instrument No. _____ in the Office of the Recorder of Hamilton County, Indiana (the "ROW").
2. Facilities. The ROW is for the purpose of constructing, maintaining, repairing and replacing a passing blister along Kinsey Avenue (the "Facilities") within the ROW.
3. Grant of Temporary Construction Easement. In connection with Grantee's desire to initially construct the Facilities, and perform related work and install various related improvements, Grantor, for itself and its successors and assigns, hereby conveys and grants to Grantee, and its agents, representatives, employees, contractors and subcontractors, a temporary non-exclusive construction easement (the "Temporary Construction Easement") in, upon, over, under, across and through the portion of property owned by Grantor including the ROW and the area immediately adjacent to and contiguous with the ROW, as legally described and depicted on Exhibit "A" attached hereto and incorporated herein (the "Temporary Construction Easement Area").
4. Rights of Grantees. It is stipulated and agreed that Grantee, and its agents, representatives, employees, contractors and subcontractors shall have the right to enter upon said non-exclusive Temporary Construction Easement Area, as specifically described above, for purposes of constructing the Facilities, perform related work and install various related improvements. It is further stipulated and agreed that Grantor and Grantor's successors and assigns shall not, prior to the Termination Date (as hereinafter defined) use the Temporary Construction Easement Area in any manner which shall restrict, prohibit or impede Grantee, or its agents, servants, employees, contractors and subcontractors, from doing so. Grantee shall be responsible for and hold Grantor harmless for any damage, destruction or injury to any property or person as a result of Grantee's usage of the Temporary Construction Easement. Grantee shall provide Grantor with notice of initiation of construction activities for the Facilities at least five (5) days prior to initiation of such construction activities.

5. Restoration. Grantee may cut or trim any and all trees, shrubs, underbrush, bushes, saplings and other similar growths, now or hereafter growing upon or extending over the Temporary Construction Easement Area, insofar as may be reasonably necessary, in the exercise by Grantee of any and all of the rights and authorities herein and hereby granted to Grantee. The exercise of this right by Grantee shall not establish in Grantor any right or claim for damages to such trees, shrubs, underbrush or bushes, lawns or gardens. Any damage to improvements of Grantor caused by the exercise of Grantee's rights hereunder shall be repaired or replaced by Grantee to a condition that is as near the condition that existed at the time the property owned by Grantor was disturbed by it as is practicable.
6. Liens. Grantee covenants that it will take all necessary actions to prevent any mechanics lien(s) from being filed against the Temporary Construction Easement Area or any other part of the property owned by Grantor in connection with any work performed by or for Grantee. In the event any such lien against the Temporary Construction Easement Area, the property owned by Grantor or any part thereof is filed on account of any work done by or on behalf of Grantee by any contractor, agent, or subcontractor of Grantee or any other person directly or indirectly acting under Grantee's rights hereunder, Grantee will promptly take such action as is necessary on their part to have the lien discharged of record, and shall indemnify and defend Grantor against any and all claims arising in connection with such lien(s). Nothing contained herein shall constitute Grantor's authorization or consent to the creation by Grantee of any lien on the property owned by Grantor.
7. General. This Temporary Construction Easement shall automatically terminate on the date that is 60 days after completion of the construction of the Facilities, but in no event more than sixty (60) months from the recording of this Temporary Construction Easement (the "Termination Date").

IN WITNESS WHEREOF, the undersigned Grantor has executed this Easement as of the day of 30th, 2023

May

GRANTOR:

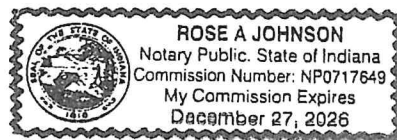
B&V FARM OF HAMILTON COUNTY, LLC

By: Joe S. Morris
_____, its Manager

STATE OF INDIANA)

) ss:

COUNTY OF HAMILTON)



Personally appeared before me this day May 30, 2023, the Manager of B&V Farm of Hamilton County, LLC, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf thereof as its duly authorized representative.

Witness my hand and notarial seal, this 30 day of May, 2023.

Rose A Johnson
NOTARY PUBLIC

Rose A Johnson
PRINTED NAME

My Commission expires 12/27/2026 My County of Residence is Hamilton

This instrument was prepared by Lewis E. Willis, Jr., Esq., Tuohy Bailey & Moore LLP, 50 South Meridian Street, Suite 700, Indianapolis, IN 46204.

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. Lewis E. Willis, Jr.

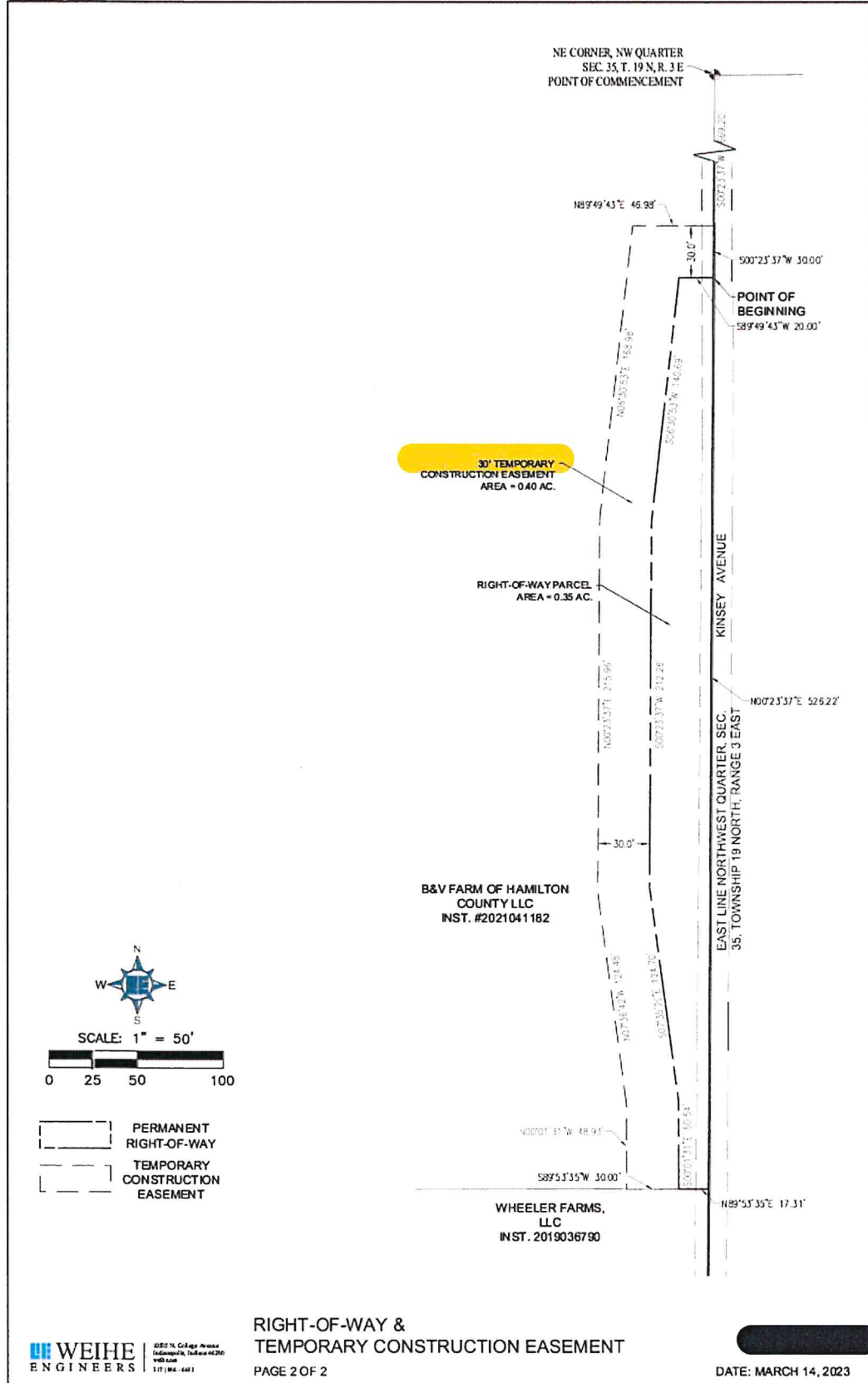
EXHIBIT "A"

Legal Description of ROW Construction Easement Area

PART OF THE LANDS OF B&V FARM OF HAMILTON COUNTY LLC DESCRIBED IN A QUITCLAIM DEED RECORDED AS INSTRUMENT NO. 2021041182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 699.20 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 89 DEGREES 49 MINUTES 43 SECONDS WEST, 20.00 FEET; THENCE SOUTH 06 DEGREES 30 MINUTES 53 SECONDS WEST, 140.69 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 212.26 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 29 SECONDS WEST, 124.70 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS EAST, 50.54 FEET TO THE SOUTH LINE OF B&V FARM; THENCE SOUTH 89 DEGREES 53 MINUTES 35 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, 48.93 FEET; THENCE NORTH 07 DEGREES 36 MINUTES 42 SECONDS WEST, 124.48 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 215.96 FEET; THENCE NORTH 06 DEGREES 30 MINUTES 53 SECONDS EAST, 168.98 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 43 SECONDS EAST, 46.98 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 30.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.40 ACRES, MORE OR LESS.

THE FOREGOING LEGAL DESCRIPTION IS DEPICTED ON THE FOLLOWING PAGE AND DESCRIBED AS THE "TEMPORARY CONSTRUCTION EASEMENT."





**City of Westfield Fire Department
Board of Public Works & Safety Report
May 2023 Report**

Contact: Fire Chief

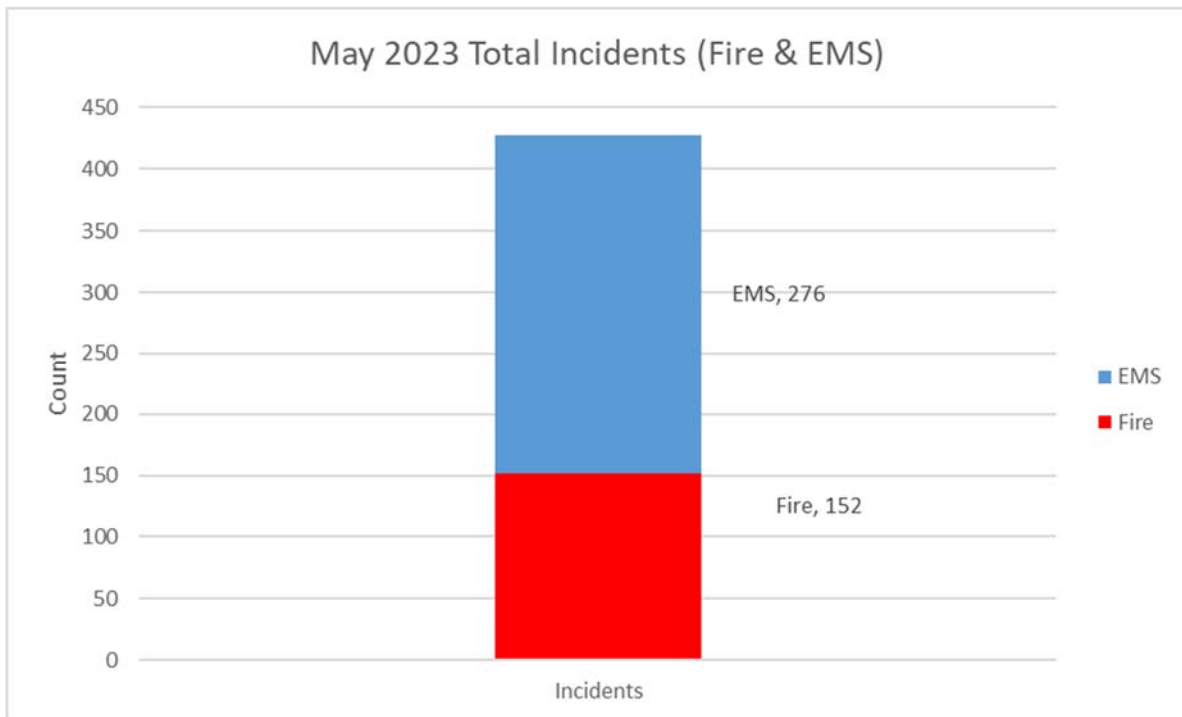
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire May 2023 Incident Statistics



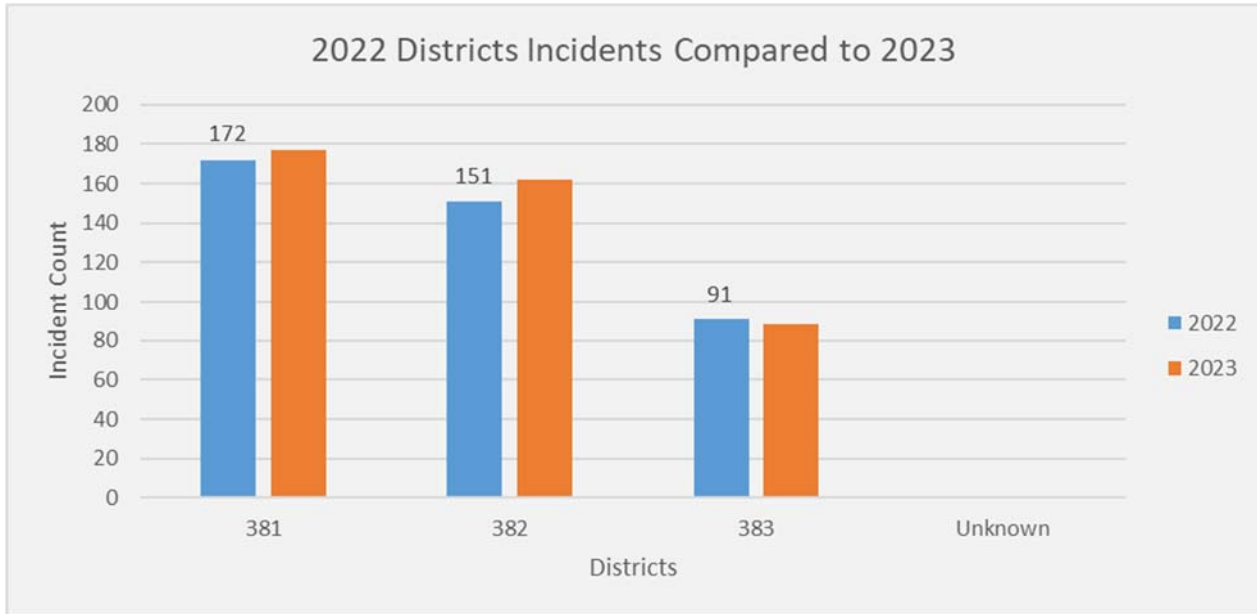
Incident Type	Incident Count	% of total Incident
Fire	152	36%
EMS	276	64%
Total	428	

Average 14.23 response per day. Average turnout time 1:14. And a total of 873 apparatus response.

Station 81 177 calls
Station 82 162 calls
Station 83 88 calls



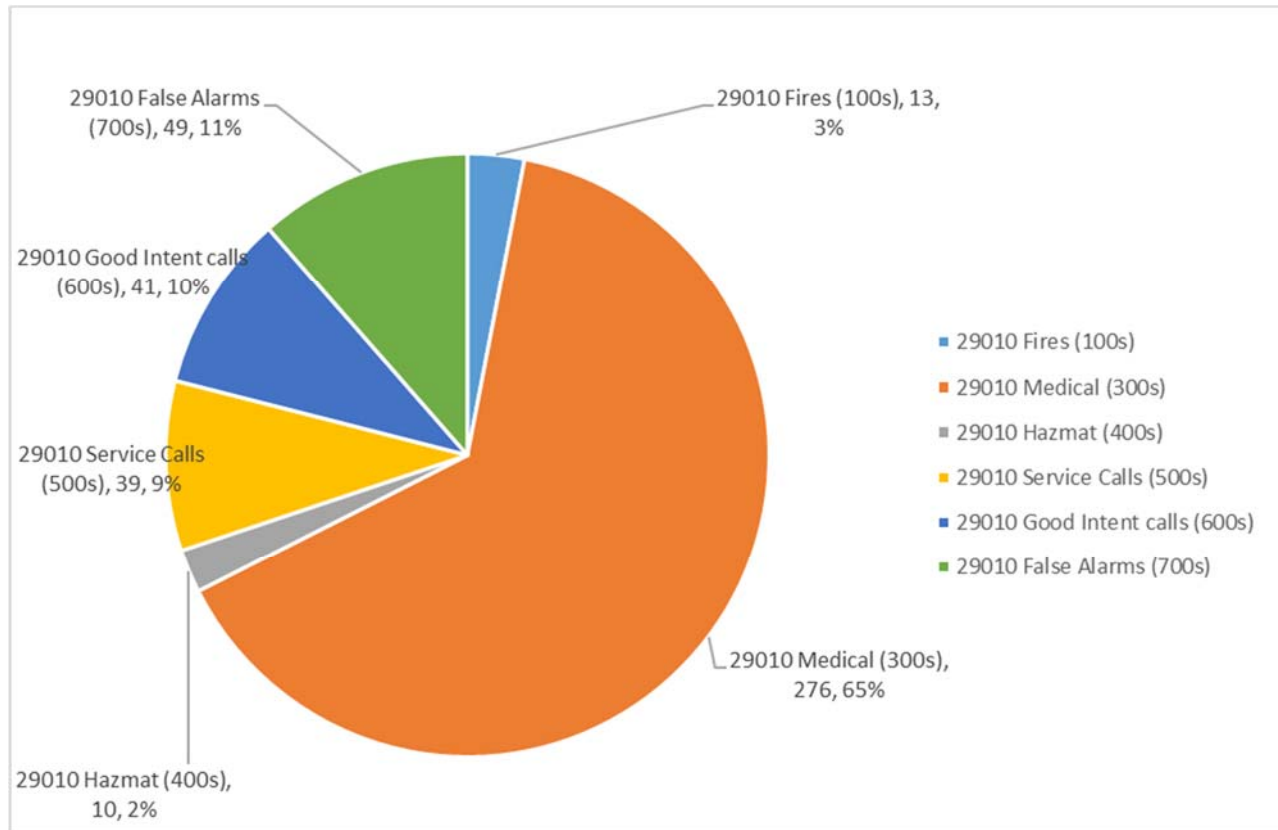
Westfield Fire May 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	172	177	5	3%
382	151	162	11	7%
383	91	88	-3	-3%
Total	414	427	13	3.14%



Westfield Fire May 2023 Incident Statistics

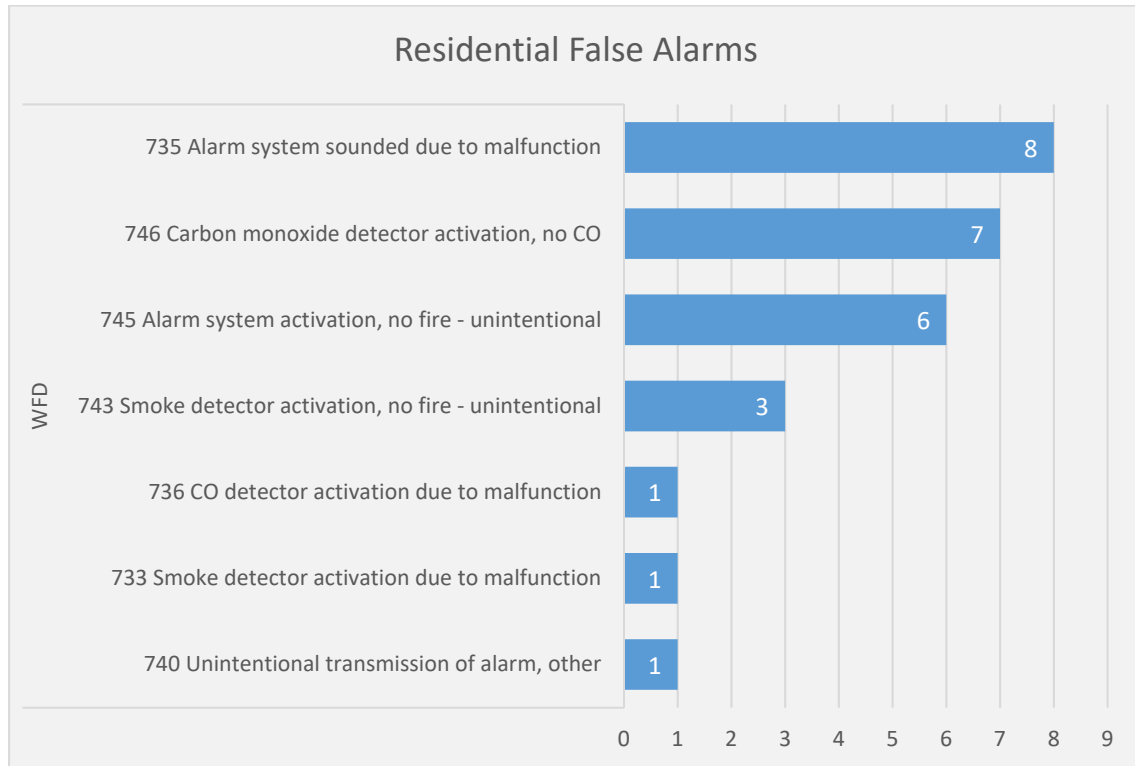


Call Type	Incident Count	% of total calls
Medical	276	64.49%
Good Intent	41	9.58%
Service Calls	39	9.11%
False Alarm	49	11.45%
Hazmat	10	2.34%
Fires	13	3.04%
Total	428	



Westfield Fire May 2023 Incident Statistics

False Alarm Calls

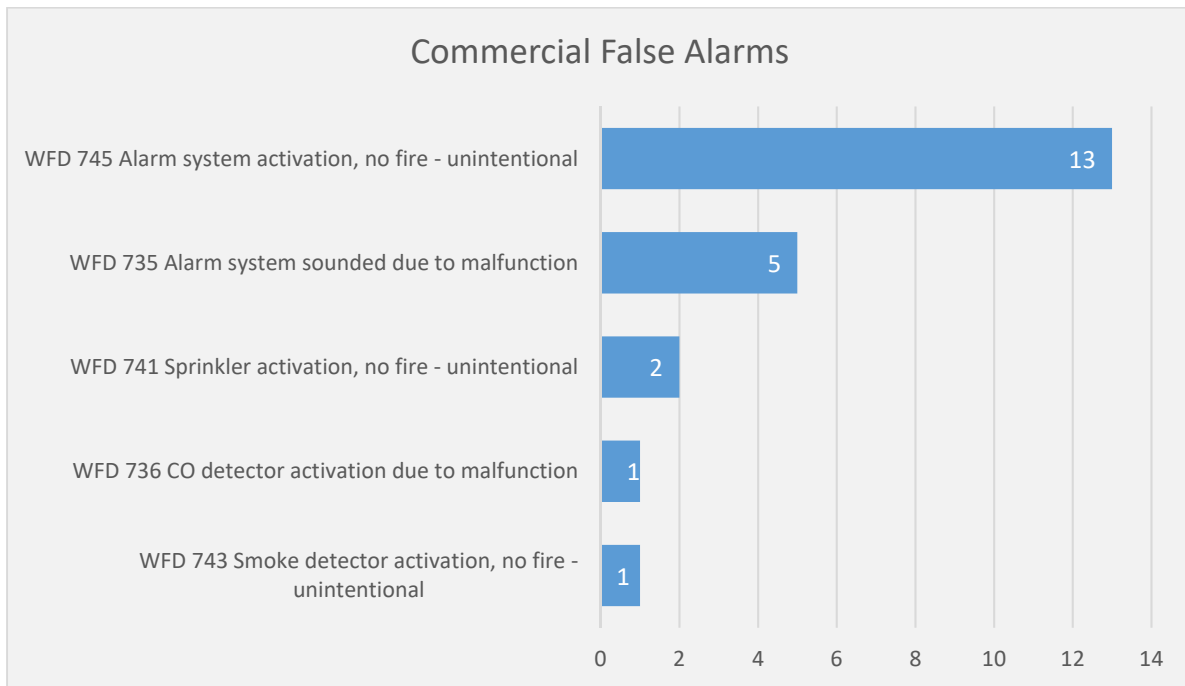


27 Residential Alarms



Westfield Fire May 2023 Incident Statistics

False Commercial Fire Alarm Calls

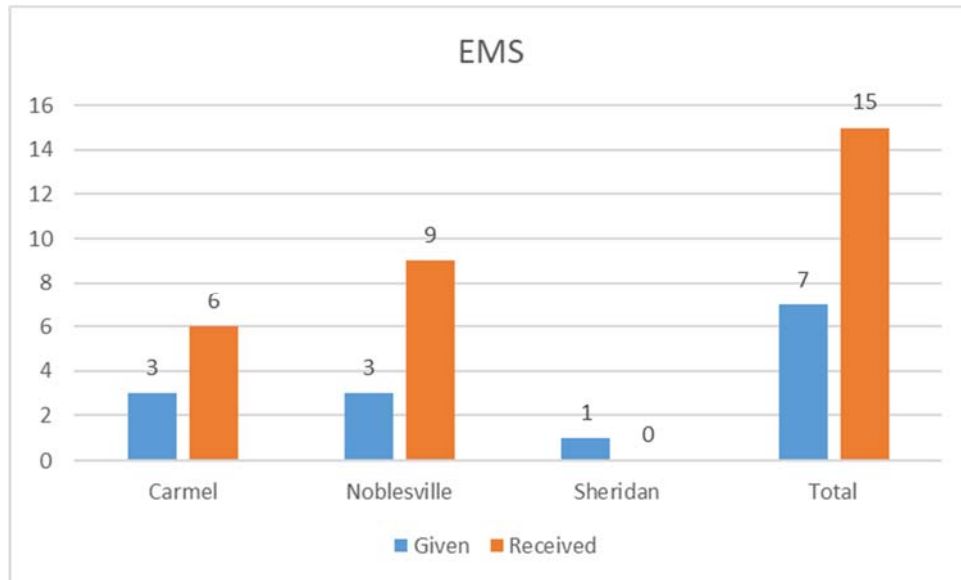


22 Commercial False Alarms



Westfield Fire May 2023 Incident Statistics

Mutual Aid data
EMS



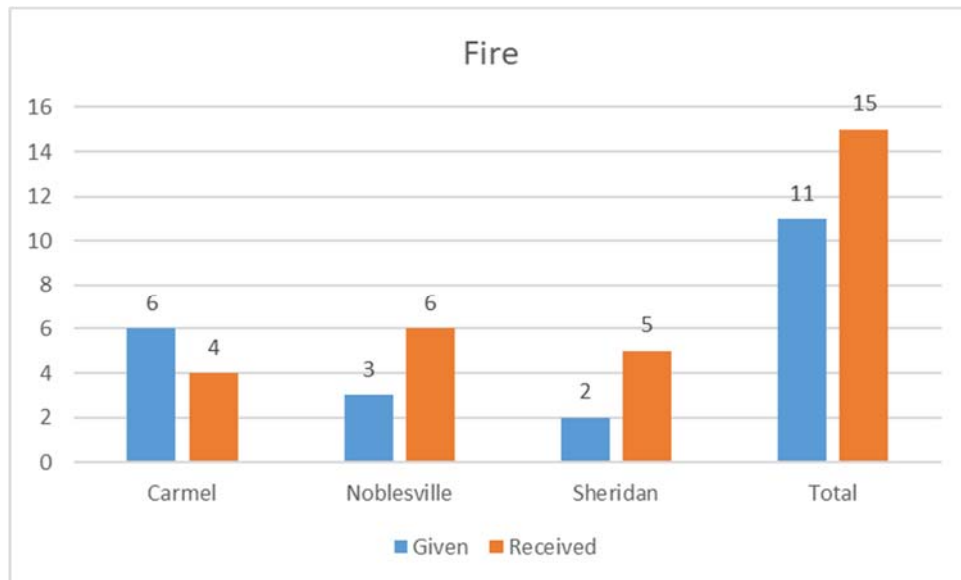
Total 22

	Given	Received
Carmel	3	6
Noblesville	3	9
Sheridan	1	0
Total	7	15



Westfield Fire May 2023 Incident Statistics

Mutual Aid Data Fire Incidents



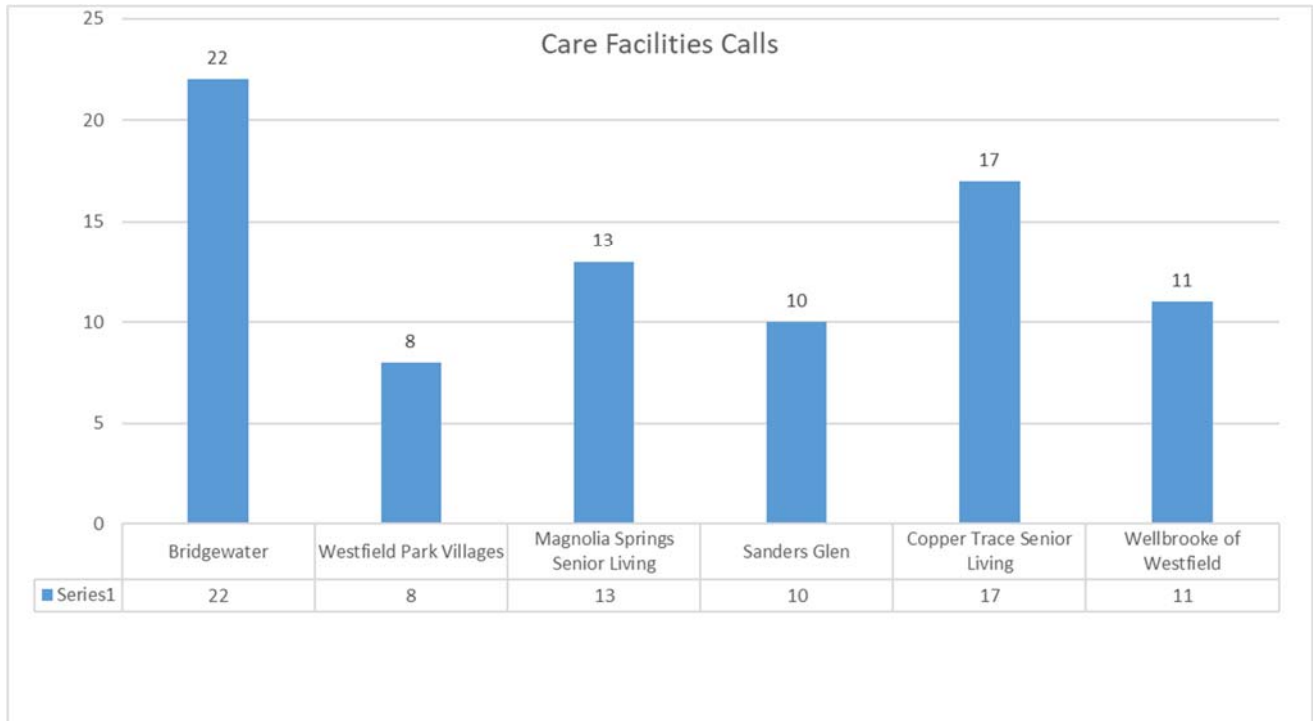
Total 26

	Given	Received
Carmel	6	4
Noblesville	3	6
Sheridan	2	5
Total	11	15



Westfield Fire May 2023 Incident Statistics

Care Facility



	Month
Bridgewater	22
Westfield Park Villages	8
Magnolia Springs Senior Living	13
Sanders Glen	10
Copper Trace Senior Living	17
Wellbrooke of Westfield	11

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

May 2023

Table of Contents

	Page
1. Field Activity Performance Measures	
Events by Nature	1
Events by Incident Type	2
UCR Offenses	3
Arrests & traffic	4
Top Accident Locations	5
Total Accidents by Primary Cause	6
2. Community Events	7

Westfield Police Department

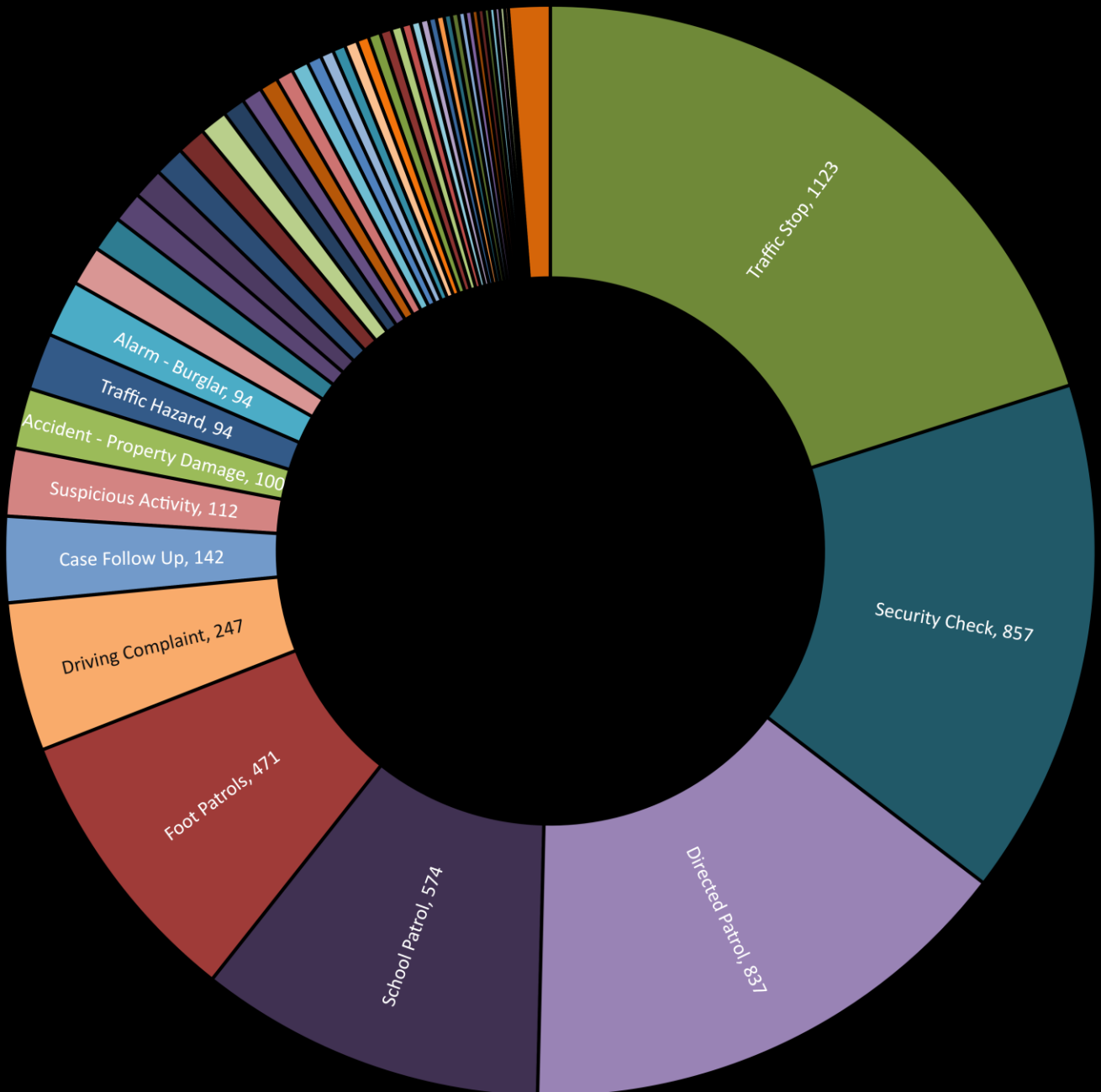
May 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	24	Investigative Stop	2
Abandoned Vehicle	2	Juvenile Complaint	22
Abandonment	0	K9 Detail	0
Abuse / Neglect	5	Kidnapping	0
Accident - Hit & Run PD	16	Lock Out	66
Accident - Hit & Run PI	0	Loud Party	3
Accident - Other	1	Mental Emotional - Violent	2
Accident - Property Damage	100	Mental Emotial/Suicide Attempt	4
Accident - Personal Injury	11	Mental Person	8
Accident - Sinking Vehicle	0	Miscellaneous	14
Accident - Unknown	1	Missing Person	4
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	2	Nuisance	15
Alarm - Vehicle	3	Ordinance Misc.	21
Alarm - Burglar	94	Parking Complaint	37
Alarm - Hold Up	13	Physical Disturbance	10
Animal Bite / Attack	4	Product Contamination	0
Animal Complaint	50	Reckless Activity	0
Assist Fire	48	Road Rage	9
Assist Other Department	12	Robbery	0
Assist Public	51	Runaway	3
Battery	12	School Patrol	574
Bike Patrol	31	Security Check	857
Bomb Device Found	0	Sex Offense	3
Bomb Threat	0	Shooting	1
Burglary	2	Solicitor	10
Carjacking	0	Special Detail	11
Case Follow Up	142	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	29	Suspicious Activity	112
Criminal Mischief	18	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	837	Theft	46
Disturbance	28	Theft - From a Vehicle	8
Domestic	0	Theft - of a Vehicle	5
Driving Complaint	247	Theft Shoplifter	0
Drug Complaint	13	Threat to Life	9
Drug Lab	0	Threatening Suicide	6
Escort	0	Tow Release	1
Fail to Return Comm Corrections	0	Traffic Hazard	94
Fight	1	Transport	1
Firearms Shots Fired	4	Trespassing	19
Foot Patrols	471	Traffic Stop	1123
Found / Lost Property	20	Unknown Call for Police	0
Found Person	3	VIN Check	51
Fraud Prescription	1	Wanted	0
Fraud / Deception	34	Warrant Service	5
Harassment	21	Weapons Complaint	1
Intoxicated Person	5	Welfare Check	59
Investigation	20	Total	5592

Westfield Police Department
May 2023

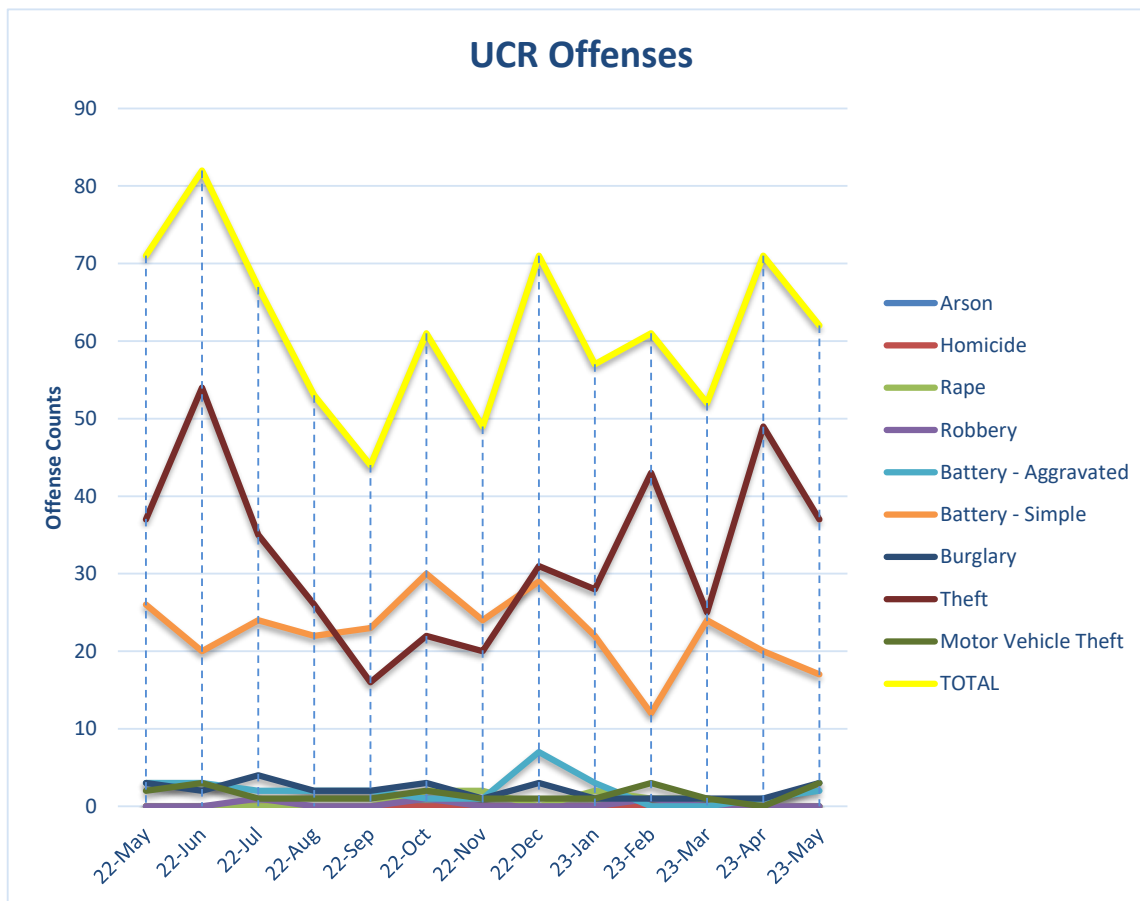
Monthly Events by Incident Type
May 2023



Westfield Police Department
May 2023

UCR OFFENSES

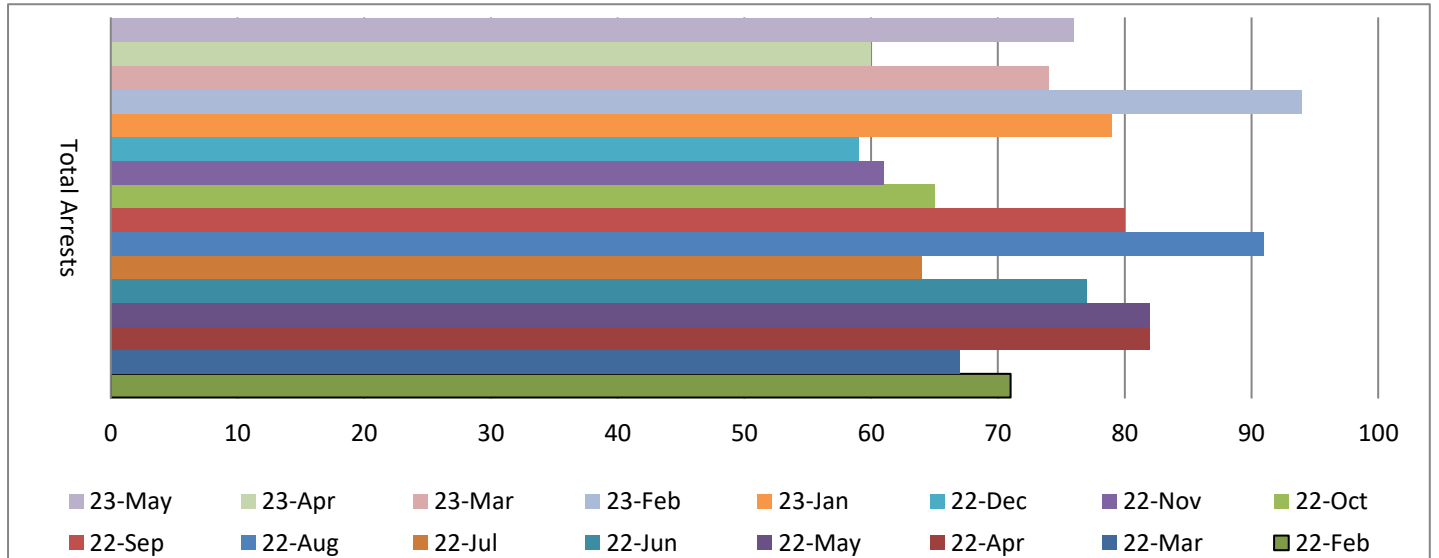
OFFENSE	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	0	2	2	0	2	1	1	0	0
Robbery	0	0	0	1	0	0	1	0	0	0	1	0	0	0
Battery - Aggravated	2	3	3	2	2	2	1	1	7	3	0	0	1	2
Battery - Simple	19	26	20	24	22	23	30	24	29	22	12	24	20	17
Burglary	3	3	2	4	2	2	3	1	3	1	1	1	1	3
Theft	40	37	54	35	26	16	22	20	31	28	43	25	49	37
Motor Vehicle Theft	2	2	3	1	1	1	2	1	1	1	3	1	0	3
TOTAL	67	71	82	67	53	44	61	49	71	57	61	52	71	62



Westfield Police Department

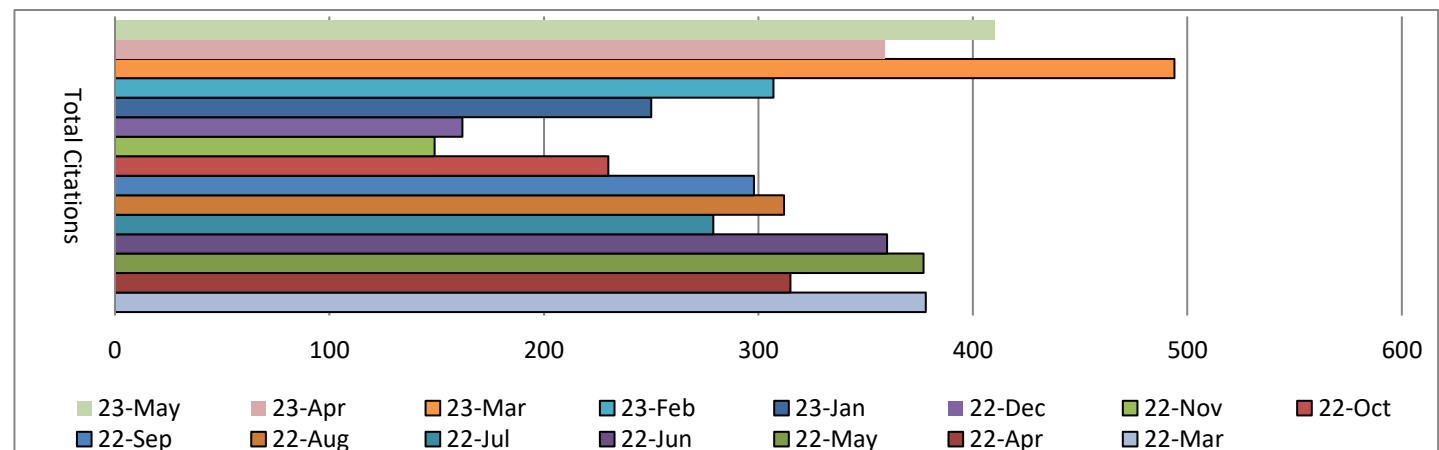
May 2023

Arrest Reports Taken	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May
Alcohol/ Drug Related	36	39	22	35	28	21	23	20	27	16	16	12	16
Felony Charges	46	41	37	60	37	20	31	26	28	10	45	25	79
Misdemeanor Charges	99	100	68	114	101	85	83	65	98	82	82	76	84
Total Arrests	82	77	64	91	80	65	61	59	79	94	74	60	76



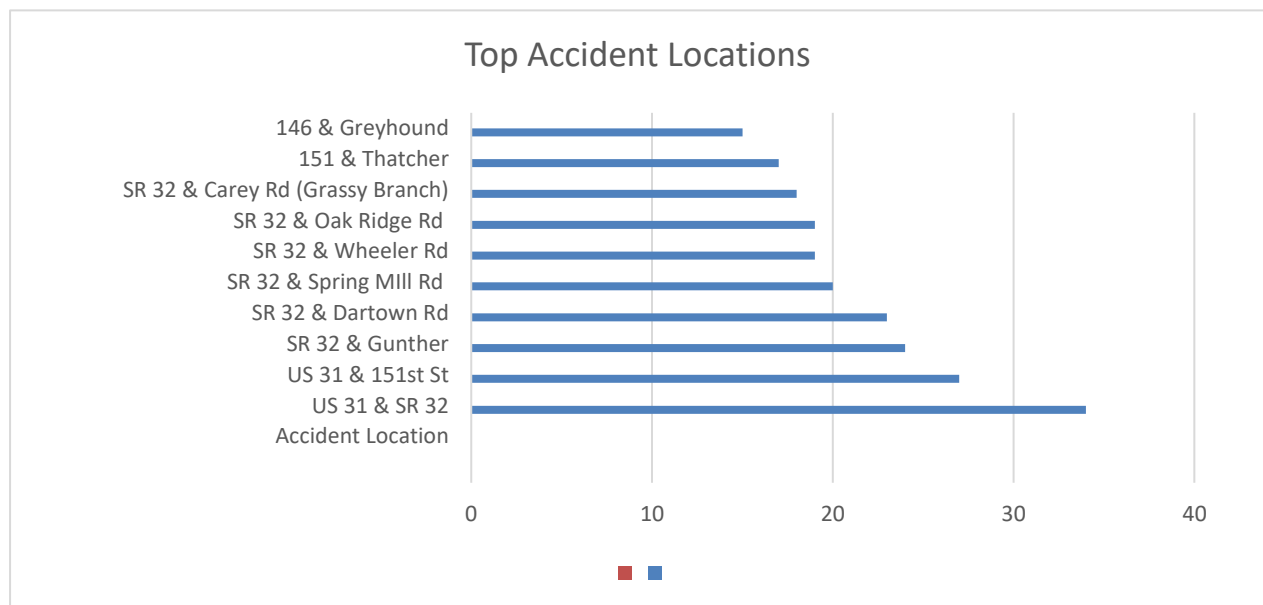
Traffic	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr	23-May
Total Citations	377	360	279	312	298	230	149	162	250	307	494	359	410
Total Written Warning	1309	1218	1090	1442	1264	977	889	781	1130	1000	956	772	891
Total Traffic Accidents	63	96	76	84	71	94	65	77	67	54	74	59	83
Property Damage	55	88	70	69	62	82	58	64	60	43	64	48	71
Personal Injury	8	8	6	15	9	12	7	13	7	10	10	6	12
Fatality	0	0	0	0	0	0	0	0	0	1	0	1	0
Hit and Run*	4	14	9	5	7	8	10	8	10	6	11	5	7

*numbers included in property damage, personal injury, and fatality accidents



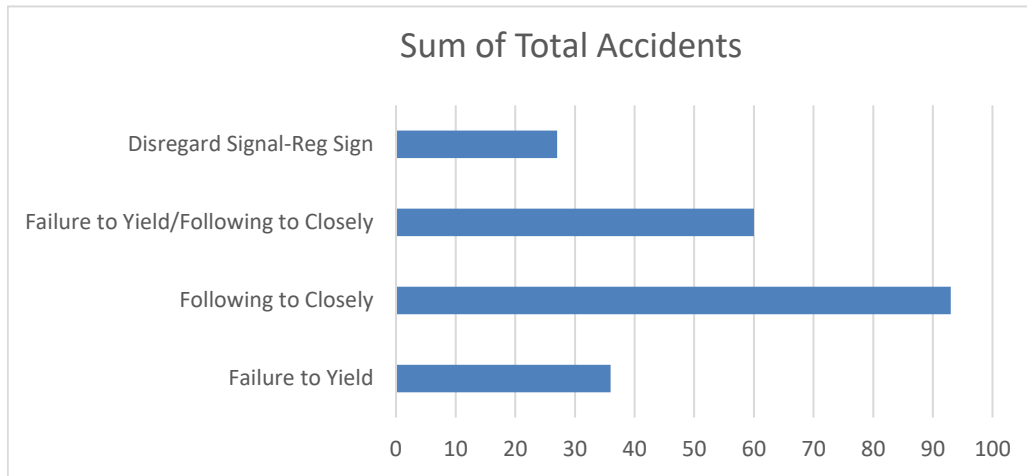
Westfield Police Department
May 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	34	Following too Closely
US 31 & 151st St	27	Disregard Signal-Reg Sign
SR 32 & Gunther	24	Following too Closely
SR 32 & Dartown Rd	23	Failure to Yield/Following too Closely
SR 32 & Spring Mill Rd	20	Following too Closely
SR 32 & Wheeler Rd	19	Failure to Yield/Following too Closely
SR 32 & Oak Ridge Rd	19	Failure to Yield
SR 32 & Carey Rd (Grassy Branch)	18	Failure to Yield/Following too Closely
151 & Thatcher	17	Failure to Yield
146 & Greyhound	15	Following too Closely



Westfield Police Department
May 2023

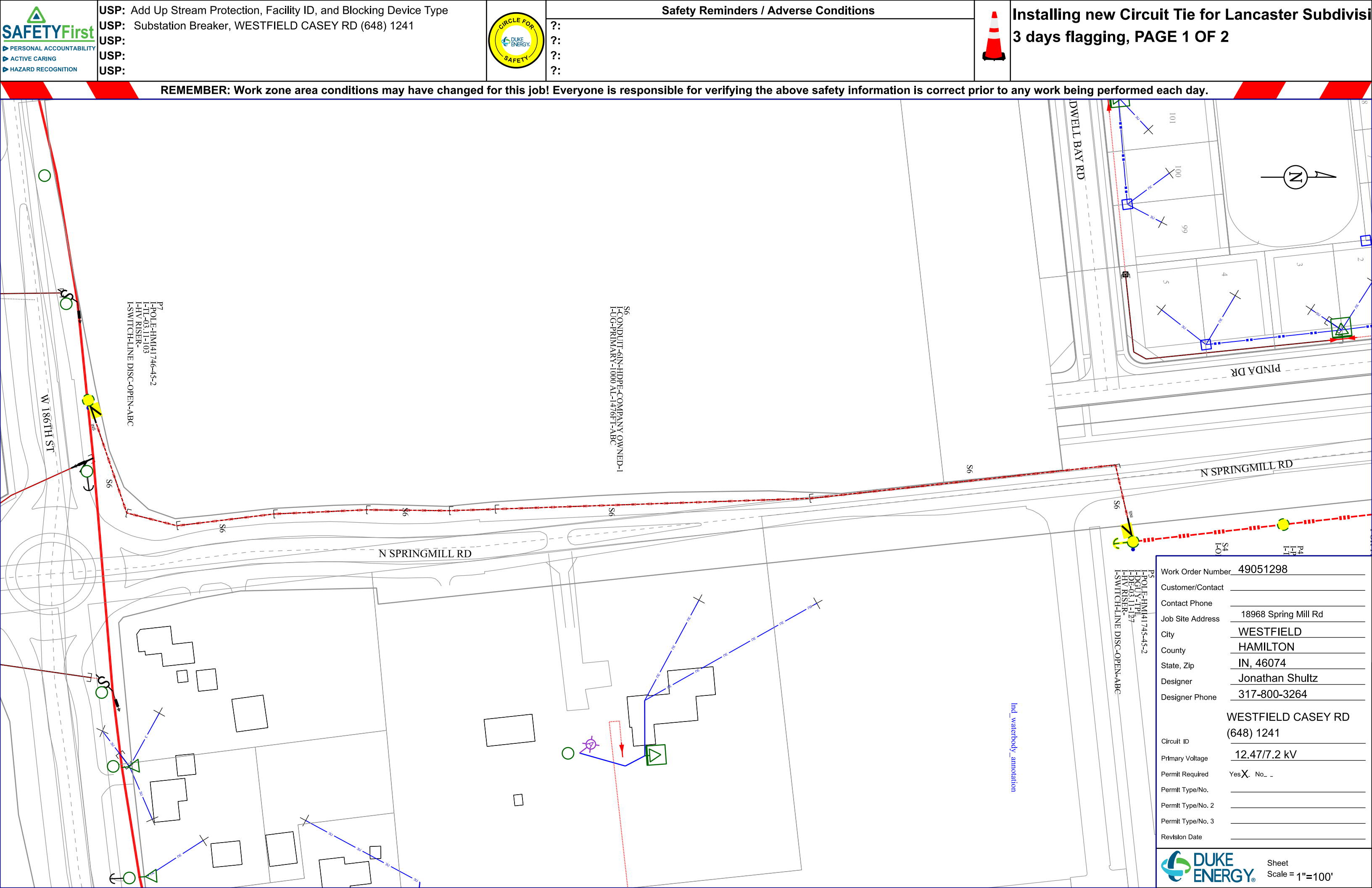
Primary Cause	Sum of Total Accidents
Failure to Yield	36
Following to Closely	93
Failure to Yield/Following to Closely	60
Disregard Signal-Reg Sign	27



Westfield Police Department
May 2023

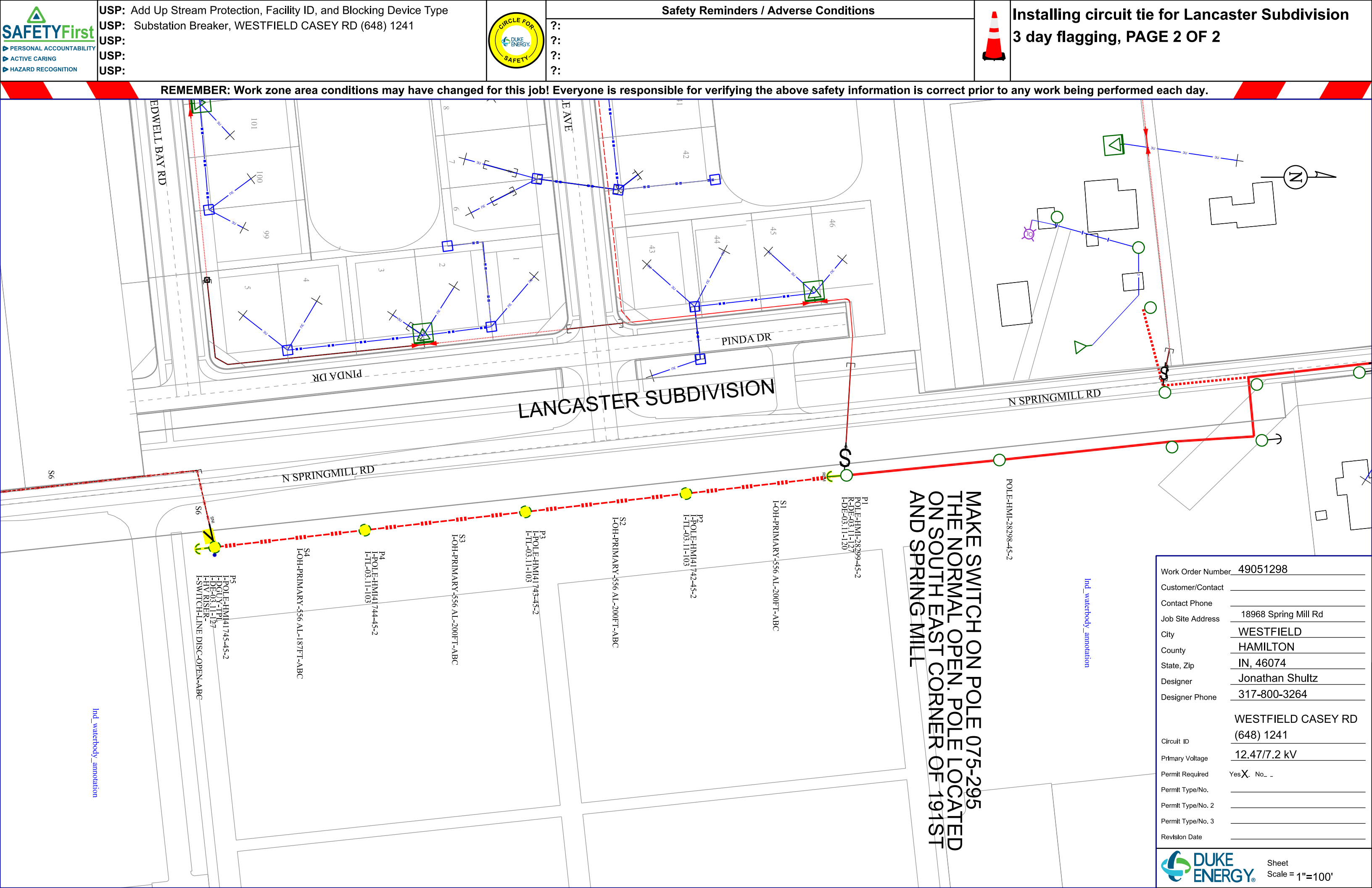
Community Events

5/3/23	Fallen Officer Memorial
5/3/23	Breakfast and Ride to School with an Officer
5/6/23	Coffee With a Cop
5/13/23	Roll Call with Dreiske Moving & Storage
5/16/23	Breakfast and Ride to School with an Officer
5/19/23	Cop On A Rooftop Special Olympics fund raiser
5/19/23	Blood Drive
5/19/23	Breakfast and Ride to School with an Officer
5/20/23	Breakfast and Ride to School with an Officer
5/25/23	Breakfast and Ride to School with an Officer
5/29/23	The Murph Challenge



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

Work Order Number	49051298
Customer/Contact	
Contact Phone	
Job Site Address	18968 Spring Mill Rd
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Jonathan Shultz
Designer Phone	317-800-3264
Circuit ID	WESTFIELD CASEY RD (648) 1241
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

**MAKE SWITCH ON POLE 075-295
THE NORMAL OPEN. POLE LOCATED
ON SOUTH EAST CORNER OF 191ST
AND SPRING MILL**

Work Order Number	49051298
Customer/Contact	
Contact Phone	
Job Site Address	18968 Spring Mill Rd
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Jonathan Shultz
Designer Phone	317-800-3264
Circuit ID	WESTFIELD CASEY RD (648) 1241
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



Board of Works
Andy Cook
Larry Clarino
Jim Ake

Clerk Treasurer
Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: June 23, 2023

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for 2023 Asphalt Rejuvenating Project for an amount not to exceed \$150,000. Quotes are expected to be received by mid-July. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

Jim Ake

Larry Clarino

Andy Cook

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

April 12, 2023

Johnathon Nail, Director of Public Works
City of Westfield
2728 East 171st Street
Westfield, IN 46074

Re: Response to Audit Dispute
City of Westfield
Contract No.: L150050-7783
DES. No.: 1401709
P.O. Nos.: 20000819, 20022385
Audit Report No.: 23-5-19

Dear Mr. Nail:

We have reviewed additional documentation provided by United Consulting in regards of 23-5-19 audit findings and we did not find adequate support to allow billing of Henry Akard as Construction Manager 1.

United Consulting submitted a copy of company payroll dated 12/28/2017 which was used in developing the billing rates for the contract. That document shows ten employees under Construction Manger 1 classification and Henry Akard as Construction Manager 2. It looks like Henry Akard was wrongfully included into Construction Manager 1 classification when his payroll classification was Construction Manger 2 with pay rate much lower than Construction Manger 1 employees.

The LOI provided by City of Westfield shows that Henry Akard was proposed as Project Manager for the job, however, it has not changed his payroll classification and rate. Mr. Akard contract billing rate should be determined by payroll classification and not biased by his credentials or job duties he was assigned. He was paid by United as Construction Manager 2 and his pay rate was lower than the average rate for this classification.

At this point, there is insufficient evidence to accept invoicing at a rate higher than what was disclosed in your payroll submittals. Disallowed amount from the Consultant to the LPA in the amount of \$40,769.21 and reimbursement of \$24,533.31 from the LPA to the State will stand.

Sincerely,

Natalya Clark, Manager of External Audit

cc: Joseph Gustin, Deputy Commissioner and CFO, INDOT



REQUEST FOR PROPOSALS/QUALIFICATIONS

WESTFIELD POLICE HEADQUARTERS PROJECT

WESTFIELD, INDIANA

IC-5-23 PUBLIC PRIVATE PARTNERSHIP

RFPQ Release Date: 06.29.2023

RFPQ Notification Date 1: 06.29.2023

RFPQ Notification Date 2: 07.06.2023

RFPQ Due Date: 07.26.2023

RFPQ Contact:

Scott Jordan, Assistant Chief / sjordan@westfield.in.gov

Marc Griffith, Veridus Group / mgriffith@theveridusgroup.com



I. PROJECT INTRODUCTION:

- II. In accordance with IC 5-23-5, the Board of Public Works of the City of Westfield, Indiana ("City"), invites any and all qualified parties to submit Proposals and Statements of Qualifications to develop, and construct a new Police Headquarters Project in Westfield, Indiana in a public-private partnership ("Project"). The purpose of this RFPQ is to identify a team that is capable of scoping, developing, and constructing the potential project. At a certain point in time, the City would assume ownership of the improvement and will pledge financing adequate to cover the debt.

III. PROJECT SCOPE:

Description:

- **Site:** The City is currently in the process of procuring a site for the project.
- **Proposed Building:** Cripe/Dewberry Architecture is currently in schematic design of a 50,000 square foot facility which will meet the current needs of the Westfield Police Department. The City's Vision for the project is to create a collaborative and welcoming facility that includes the use of natural materials, sustainable design, community spaces, and an environment to positively impact the work and wellbeing of the community's officers.
- **Schedule:** It is the City's desire to continue design through the remainder of 2023 and into the second quarter of 2024 with a goal to begin construction late second quarter of 2024 with a completion date in the 4th quarter of 2025.

General:

- Selected proposer will provide all services necessary to scope, contract, and construct a new Police Headquarters for the City of Westfield and may include the purchase of furniture fixtures and equipment. The City does not intend to have the developer finance but may consider developer financing options should it prove beneficial to the City.
- Please note that the final scope, budget, design, and financing will be determined during a scoping period, and the final approval of the Project by the City will not occur until the scoping period deliverables have been satisfactorily completed by the selected proposer. The City reserves the right to use this procurement for the Project or to cancel this RFPQ/scoping process altogether if the selected proposer's scoping deliverables are not satisfactory.
- Please note that the City has procured design services under a separate procurement process, and proposers should not offer design services as part of their response to this RFPQ.
- If your firm or team is unable to provide both financing and construction services, please submit for the services that your firm or team is capable of providing. Accordingly, the City reserves the right to "mix and match" responding offerors as needed to accomplish the most appropriate and qualified team for the full development of the Project.

IV. PROPOSAL EVALUATION:

The City will form a committee to review the proposals received. The criteria which will be utilized in evaluating proposals is as follows:



- Your scoping process, estimating process, and fees (15pts)
- Your experience developing similar projects (30pts)
- Your demonstrated ability and capacity to perform the work (20pts)
- Your reputation as indicated by your references for performing this type of work (20pts)
- Explain your process of development of similar projects (15pts)

V. PROPOSALS

Please respond to the following requests:

- Identify at least three (3) similar projects you have financed and/or constructed. Include names, telephone numbers and addresses to be used as references relative to the listed projects.
- A proposed schedule for the project, including proposed scoping period and establishment of a GMP and associated construction contingencies, start and complete construction, and convey the improvement to the City.
- A description of the project team including the project lead and construction team. Please provide main point of contact for the team and Resume's of project managers who may be assigned to the project.
- Project approach in regard to scoping process, open book estimating, bidding, and construction.
- The scoping process may have a duration of several months in which time the selected proposer would need to prepare site analysis, work with our design team on final design, financing terms, and guaranteed budgets sufficient for the City to make a decision on proceeding (or not) with the Project and/or with the selected proposer. Please identify fees that may be requested by your team during this process. You may offer hourly rates, an overall lump sum, or multiple lump sums segregated by task.
- Provide Proof of Bonding Capacity as required by State Statute.
- Please limit proposals to a total of 20 pages, inclusive of all imagery.

VI. General Conditions

It should be understood that:

- The City does request that offerors make a concerted effort to engage with Hamilton County Contractors during the bidding and negotiation process.
- The City does anticipate that the successful offeror will solicit multiple bids for each scope of work.
- The City reserves the right to reject any and all Proposals/Statements of Qualifications at its sole discretion.
- The price of the stated scoping period fees and the proposed financing solutions are important factors, but they are not the sole or determinative factor. The offeror's demonstrated experience, ability, and capacity to perform the work and the other evaluation factors will be



equally weighted. For purposes of clarity: a favorable scoping period fee by a proposer who is unable to demonstrate their ability to deliver a quality project will not suit the needs of the City.

- The selected offeror will be expected to enter into a contract with City that will provide for the prevailing party in any litigation to recover attorney fees and costs and that will also include standard terms applicable to such contracts with governmental entities. These terms will include, but not be limited to (a) provisions related to engaging in activities with Iran; (b) participation in e-verify programs and other assurances prohibiting the employment of unauthorized aliens; (c) prohibitions against discrimination including compliance with Americans with Disabilities Act; (d) assurances regarding non-collusion; and (e) a non-appropriation provision.
- The City does not require you to submit a certified check or other evidence of financial responsibility with your proposal, however the City may request proof of bonding capacity, safety record, and legal standing of shortlisted teams.
- All offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The City may enter into discussions with offerors to clarify and assure a full understanding of proposals and solicitation requirements.
- The City may refuse to disclose the contents of the Proposals/Statement of Qualifications during discussions with eligible offerors.
- Proposing firms shall not contact the Mayor, City Council Members, or any other voting body.
- All correspondence and questions for this RFPQ should be handled through Assistant Chief Scott Jordan and the City's Owner's Representative:

Scott Jordan, Assistant Chief / sjordan@westfield.in.gov

Marc Griffith, Veridus Group / mgriffith@theveridusgroup.com

- The City reserves the right to enter into a Scoping Agreement with an offeror for preliminary design and development services prior to the City agreeing to move forward with the Project. After the Scoping period, the City shall either make a recommendation to award the public-private agreement to an offeror, engage another proposer or shall terminate the request for proposal process.
- The City reserves the right to reject any and all Proposals/Statements of Qualifications at its sole discretion.
- The City anticipates holding interviews of shortlisted teams in the second week of August.
- Submittal: An electronic PDF of the Proposal/Statement of Qualifications should be emailed to:

Scott Jordan, Assistant Chief / sjordan@westfield.in.gov

- Resolution: The City intends to adopt a resolution at the July City Council meeting to codify the use of IC 5-23. No contractual agreements will be issued prior to the adoption of the resolution.

Proposals must be received by 10:00 am EST on 07/26/2023



June 28, 2023

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Chatham Hills, LLP, Chatham Village, Section 3, Bond #4531739, \$162,250.00, Erosion Control
- Alt Construction, LLC, iBeach31, Bond #100107872, \$205,742.90, Storm Sewers, Streets/Curbs, & Sidewalk w/in ROW
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 4, Bond #47SUR300214010623, \$84,691.00, Erosion Control
- BW Construction, LLC, Harvest Trail of Westfield, Section 1, Commercial Area, Bond #7901114944, \$1,620,303.30, Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements
- Lennar Homes of Indiana, LLC, Westgate, Section 8, Bond #24269044, \$80,145.00, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 9, Bond #24269043, \$66,999.00, Erosion Control
- Lantern Commons Master, LLC, Lantern Commons Westfield Boulevard Connector, Bond #CIC1934727, \$2,590,814.24, Erosion Control, Storm Sewer, Streets/Curbs, Trail & ROW Improvements
- Lantern Commons MF, LLC, Lantern Commons Multi-Family, Bond #CIC1934726, \$1,284,288.08, Erosion Control, Storm Sewer, & ROW Improvements
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #100023498, \$12,864.50, Erosion & ROW Work
- The Hannigan Building Company, LLC, Ultimate Canine, Bond #SU7105900-0000, \$58,711.54, Streets, Curbs, Trail, Erosion Control, & ROW Improvements

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Platinum Properties Management Company, LLC, Lancaster, Section 3, Bond #4172851, \$56,991.00, Erosion Control
- Platinum Properties Management Company, LLC, Emory Trace, Section 1, Bond #3085852, \$62,114.80, Erosion Control

- Platinum Properties Management Company, LLC, Emory Trace, Section 2, Bond #3739842, \$48,174.50, Erosion Control

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Karns, Inc., Lancaster, Section 3, Bond #BMIJ428804, \$6,883.00, Concrete Curb & Common Area Walk
- Globe Asphalt Paving Company, Inc., Lancaster, Section 3, Bond #7670342, \$31,407.00, Soil Stabilization, Stone Base, Asphalt Base, Asphalt Binder, & Asphalt Surface
- United Excavating & General Contracting, Inc., Lancaster, Section 3, Bond #54254942, \$6,975.00, Asphalt Paving SSD Under Curb
- United Excavating & General Contracting, Inc., Lancaster, Section 3, Bond #54250149, \$36,580.00, Storm Sewers & SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 3, Bond #4172352, \$5,181.00, Erosion Control