



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_06_26_2019

Wednesday, June 26, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, June 26, 2019 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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 May 22, 2019 Minutes

Documents: [Minutes - May 22, 2019](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

INDOT - LPA Project Coordination Contract for East Street North Extension

Documents: [Agreement - INDOT & City of Westfield](#)

Action Item #3:

Monon Crossing Road Impact Fee Credit Agreement

Documents: [RIF Credit Agreement - Monon Crossing](#)

Action Item #4:

Development Agreement - City of Westfield & DLM, LLC

Documents: [City of Westfield & DLM - Development Agreement](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

WPD: Approval to Hire Three Individuals for the Position of Patrol Officer:

Ethan Wygant

Robert Bonds

Kaeden Gebhart

Quitclaim Deed - WW Real Estate & City of Westfield

Documents: [Quitclaim Deed WW Real Estate](#)

Quitclaim Deed - GPG Properties & City of Westfield

Documents: [Quitclaim Deed GPG Properties](#)

June Bond Information

Documents: [Bond Information - June](#)

Department Reports

Fire

WFD May Report

Documents: [May 2019 Report \(WFD\)](#)

Police

WPD May Report

Documents: [May 2019 Report \(WPD\)](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY May 22, 2019

The Westfield Board of Public Works and Safety met on May 22, 2019 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Kim Strang Records Manager, and Brian Zaiger legal counsel.

Randy Graham called the meeting to order at 1:01 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the April 24, 2019 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Ditch Road Extension-Butler, Fairman & Seufert-Supplemental Agreement #3

Johnathan Nail presented stating this will amend the current design services on the previous contract, allowing for a traffic signal to be installed. This would remove some work no longer required to be completed and would have a \$2,810.85 reduction in the costs of the project.

Randy Graham made the motion to approve the supplemental agreement. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #3: Towne Road 156th to 166th-Inspection Supplemental Agreement #1

Johnathan Nail presented stating due to utility re-location issues and weather conflicts, the project needs an additional 13 weeks to complete. The cost of the additional services/manpower will total \$47,200.

Mayor Cook made the motion to approve the supplemental agreement. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: Payment in Lieu of Taxes Agreement-City of Westfield & Options Charter School

Brian Zaiger presented stating this is a request to develop and build an Options Charter School. The Real Estate is located in an Economic Development area. In order to support the acquisition, the City and the Owner have agreed that the Owner will make payments to the City in lieu of the real estate taxes pursuant to the terms of this agreement.

Mayor Cook made the motion to approve the agreement. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

May Bond Information

Mayor Cook made the motion to approve the consent agenda. Randy Graham seconded.
Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Rob Gaylor

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn Randy Graham seconded.
The meeting was adjourned at 1:26 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-19-L190057

Des. No.: 1700728

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Westfield
130 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2022**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2022 and June 30, 2024**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- I. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
 5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

N. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter

into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Westfield

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer

This instrument prepared by:

Autumn Castro
06/03/2019

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

Joseph McGuinness, Commissioner (FOR)

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1700728**

Program: **Group I**

Type of Project: **New Road Construction, HMA**

Location: **East Street North Ext from East Street at 196th Street to State Road 38 at Anthony Road**

A general scope/description of the Project is as follows:

New road way to connect East Street from 196th Street to State Road 38 at Anthony Road in City of Westfield, Indiana.

ATTACHMENT B**LPA'S RIGHTS AND DUTIES**

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

or

 - B. If project inspection will be provided by the LPA's consultant:
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 _____ Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **\$6,707,300.00** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80** % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **05/23/2019**, the maximum amount according to the TIP dated **05/02/2019** is **\$ \$6,707,300.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed

by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

ROAD IMPACT FEE CREDIT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered this 26th day of June, 2019, by and between the City of Westfield, Indiana, an incorporated municipality (“Westfield”), and MAP Westfield, LLC (“Developer”), an Indiana limited liability company (collectively, the “Parties”) to provide for the development of real estate generally located on the Monon Crossing project (the “Development Project”).

WHEREAS, Westfield and Developer have come together to be collaborative; and

WHEREAS, Developer has filed with Westfield a Planned Unit Development for the development of the Monon Crossing project (the “Project”) and more particularly described in the attached **Exhibit A** (the “Real Estate”); and

WHEREAS, Developer agrees to construct the Project and certain improvements subject to the terms of the Agreement; and

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. Design and Construction of Infrastructure

- a. At no cost to Westfield, Developer shall construct a multi-use trail along the SR 32 frontage, within the dedicated 30’ green way corridor, in accordance with the SR 32 Overlay and as depicted in the Development Plan as shown in **Exhibit B**.
- b. At no cost to Westfield, Developer shall construct a concrete sidewalk and pocket park along the east side of the property as depicted in the Development Plan (Exhibit B).
- c. Construction of the infrastructure shall be in accordance with City of Westfield Construction Standards and subject to any applicable permits, financial guarantees, and inspections by the City of Westfield.

2. Road Impact Fee Credits

- a. Developer shall receive road impact fee credits (“RIF Credit”) in the amount equal to the costs and expenses strictly for construction of the infrastructure listed in Section 1 of this Agreement. This road impact fee credit shall be equal to **\$47,497.00** as illustrated in the Engineer’s Probable Cost Estimate shown in **Exhibit C**.

- b. The RIF Credit may be used and applied by Developer or its assignees as a credit against road impact fees payable to the City in connection with the construction of buildings on the Real Estate.
3. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Jeremy Lollar
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:
Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:
MAP Westfield, LLC
Attn: Aaron Boyle
9000 Keystone Crossing
Suite 850
Indianapolis, IN 46240

With a Copy to:
Taft Stettinius & Hollister LLP
Attn: Erick Ponader
One Indiana Square
Suite 3500
Indianapolis, IN 46204-2023

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

**City of Westfield, Indiana (“Westfield”)
Hamilton County, Indiana**

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Kate Snedeker, Member

Board of Public Works and Safety

Date: _____

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

MAP Westfield, LLC ("Developer")

By:

T. Boyle
Aaron Boyle, Manager

Date: 6/19/19

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Betsy Cohn
SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Marion, SS:

Subscribed and Sworn before me this 19th day of June, 2019.

Printed Name of Notary Public Betsy Cohn

My Commission Expires April 17, 2020



THIS INSTRUMENT PREPARED BY: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032
(317) 238-6266

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. Brian J. Zaiger

EXHIBIT A
REAL ESTATE

MONON CROSSING
SECONDARY PLAT
PART OF THE NW 1/4 OF SEC 1, T18N, R3E
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

THIS INSTRUMENT WAS PREPARED BY:
TERRY D. WRIGHT PROFESSIONAL LAND SURVEYOR
INDIANA #9700013
HAMILTON DESIGNS, LLC
11988 FISHERS CROSSING DRIVE, SUITE 154,
FISHERS, INDIANA 46038
TELEPHONE (317) 570-8800
contact@hamilton-designs.com

COMMISSION CERTIFICATE:

UNDER AUTHORITY PROVIDED BY I.C. 36-7, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION, AS FOLLOWS:

APPROVED BY THE DIRECTOR OF THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

PURSANT TO THE WESTFIELD-WASHINGTON TOWNSHIP UNIFIED DEVELOPMENT ORDINANCE, ON THE _____ DAY OF _____, 2019

WESTFIELD-WASHINGTON TOWNSHIP PLAN COMMISSION

BY: _____

MATTHEW S. SKELTON DIRECTOR ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

THIS PLAT AND THE ACCEPTANCE OF ANY PUBLIC RIGH-OF-WAY DEDICATED HEREIN IS HEREBY APPROVED ON THE _____ DAY OF _____, 2019. BY THE DIRECTOR OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF WESTFIELD, INDIANA. ON BEHALF OF THE BOARD OF PUBLIC WORKS AND SAFETY, PURSUANT TO RESOLUTION 15-120 ENACTED BY THE BOARD OF PUBLIC WORKS AND SAFETY ON AUGUST 26, 2015 AND ARTICLE 7.4(B) OF THE UNIFIED DEVELOPMENT ORDINANCE.

JEREMY LOLLAR, DIRECTOR
PUBLIC WORKS DEPARTMENT

LAND DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A HARRISON MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID QUARTER SECTION THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST STATE PLANE BEARING ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 598.85 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS WEST 30.99 FEET TO THE SOUTH RIGHT OF WAY OF STATE ROAD 32 AND SPRUCE LANE, AS DESCRIBED IN INSTRUMENT # 2007-040771 AND THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE ON AND ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 3 COURSES:

- 1) SOUTH 88 DEGREES 30 MINUTES 25 SECONDS EAST 117.55 FEET;
- 2) SOUTH 46 DEGREES 53 MINUTES 33 SECONDS EAST 29.89 FEET;
- 3) SOUTH 05 DEGREES 25 MINUTES 44 SECONDS EAST 195.69 FEET TO THE WEST LINE OF SPRUCE LANE;

THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST 30.00 FEET TO THE EAST LINE OF SPRUCE LANE; THENCE NORTH 00 DEGREES 22 MINUTES 59 SECONDS EAST ON AND ALONG THE EAST LINE OF SPRUCE LANE 44.74 FEET TO THE RIGHT OF WAY OF SPRUCE LAND AND STATE ROAD 32 AS DESCRIBED IN INSTRUMENT # 2007-040161; THENCE ON AND ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 3 COURSES:

- 1) NORTH 89 DEGREES 50 MINUTES 13 SECONDS EAST 9.72 FEET;
- 2) NORTH 00 DEGREES 23 MINUTES 45 SECONDS EAST 163.26 FEET;
- 3) SOUTH 88 DEGREES 30 MINUTES 25 SECONDS EAST 202.71 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 45 SECONDS WEST 362.40 FEET TO THE SOUTHEAST CORNER OF INSTRUMENT # 2006-005438; THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST 401.75 FEET TO THE SOUTHWEST CORNER OF INSTRUMENT # 2003-110187; THENCE NORTH 00 DEGREES 23 MINUTES 45 SECONDS EAST 379.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL, CONTAINING 3.18 ACRES MORE OR LESS.

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, TERRY D. WRIGHT, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA:

THIS PLAT IS BASED ON A SURVEY PREPARED BY HAMILTON DESIGNS RECORDED AS INSTRUMENT NO. _____ IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA. THERE HAS BEEN NO CHANGE FROM MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY, OR ANY PRIOR SUBDIVISION PLATS CONTAINED THEREIN, ON ANY LINES THAT ARE COMMON WITH THIS SUBDIVISION AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR BOND HAS BEEN POSTED TO COVER THE LATER INSTALLATION OF THESE MONUMENTS AND THAT ALL OTHER REQUIREMENTS SPECIFIED HEREIN, DONE BY ME, HAVE BEEN MET.

DATED: APR 1, 2019

TERRY D. WRIGHT, FS

INDIANA REGISTRATION NO 9700013



SOURCE OF TITLE:
INST# 2019- _____
INST# 2019- _____
INST# 2019- _____
INST# 2019- _____
INST# 2019- _____

"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." TERRY D. WRIGHT

DEED OF DEDICATION

WE THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION CONSISTS OF 2 LOTS LABELED AS "1" & "2" AND 1 BLOCK LABELED AS "1", AND SHALL BE KNOWN AND DESIGNATED AS MONON CROSSING. ALL RIGHTS-OF-WAY SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT AND SIDE YARD BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREET, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "DRAINAGE EASEMENT", "DRAINAGE AND UTILITY EASEMENT", ARE RESERVED FOR THE USE OF UTILITIES FOR THE INSTALLATION OF WATER MAINS, POLES, DUCTS, LINES AND WIRES, AND DRAINAGE FACILITIES. SAID STRIPS ARE ALSO RESERVED FOR THE CITY OF WESTFIELD OR SUCCESSORS IN THE CITY'S INTEREST FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER AND WATER MAINS AND APPURTENANCES SUBJECT AT ALL TIMES TO PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. THE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "DRAINAGE EASEMENT", "DRAINAGE AND UTILITY EASEMENT" AND "REGULATED DRAIN EASEMENT" ARE ALSO GRANTED TO AND ENFORCEABLE BY THE LOT OWNERS AND GOVERNMENTAL ENTITIES INCLUDING THE HAMILTON COUNTY DRAINAGE BOARD. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID STRIPS OF LAND; BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF UTILITIES AND THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION. SIGN EASEMENT RESERVED FOR THE USE OF SIGNAGE. ACCESS EASEMENT RESERVED FOR INGRESS/ EGRESS.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART THEREOF ERECTED, OR MAINTAINED IN VIOLATION HEREOF, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE OWNERS OF THE LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

THE FOREGOING COVENANTS, OR RESTRICTIONS, ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2044. (A 25 YEAR PERIOD IS SUGGESTED). AT WHICH TIME SAID COVENANTS, OR RESTRICTIONS, SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN YEARS UNLESS CHANGED BY A VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS, OR RESTRICTIONS, IN WHOLE OR PART. INVALIDATION OF ANY OF THE FOREGOING COVENANTS OR RESTRICTIONS WHICH SHALL REMAIN FULL FORCE AND EFFECT.

WITNESSED OUR HAND AND SEALS THIS _____ DAY OF _____, 2019.

STATE OF _____)

) SS:

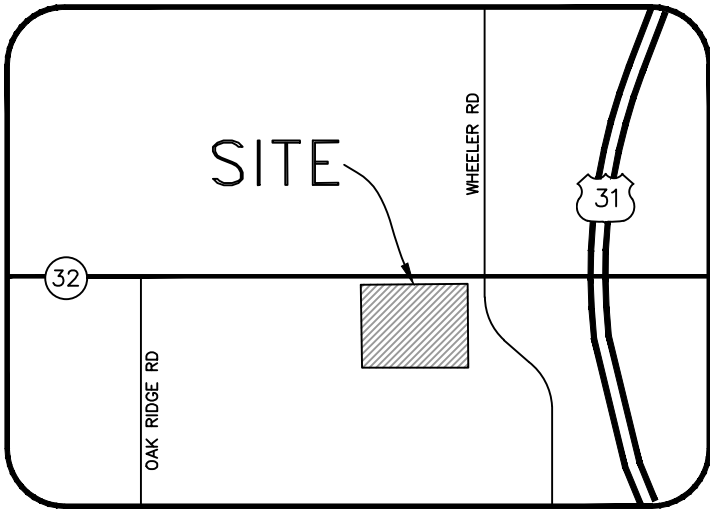
_____ COUNTY)

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED _____ AND ACKNOWLEDGED THE EXECUTION OF THE FORGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 2019.

SIGNATURE: _____ PRINTED NAME: _____

MY COMMISSION EXPIRES: _____ COUNTY OF RESIDENCE: _____



VICINITY MAP

NO SCALE

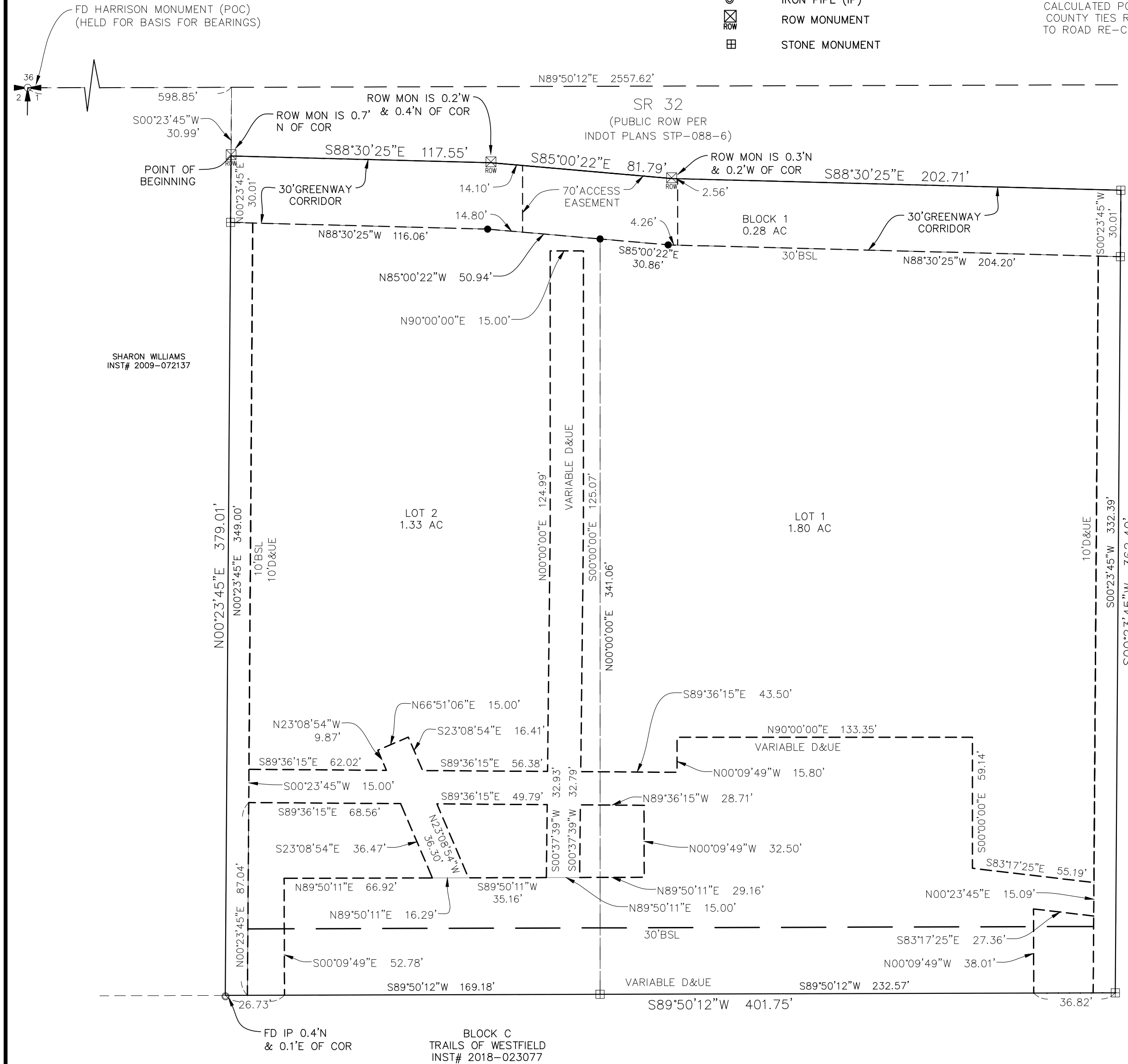
DATE: APR 24, 2019

THIS INSTRUMENT WAS PREPARED BY:
TERRY D. WRIGHT PROFESSIONAL LAND SURVEYOR
INDIANA #9700013
HAMILTON DESIGNS, LLC
11988 FISHERS CROSSING DRIVE, SUITE 154,
FISHERS, INDIANA 46038
TELEPHONE (317) 570-8800
contact@hamilton-designs.com

THIS INSTRUMENT WAS PREPARED BY:
TERRY D. WRIGHT PROFESSIONAL LAND SURVEYOR
INDIANA #9700013
HAMILTON DESIGNS, LLC
11988 FISHERS CROSSING DRIVE, SUITE 154,
FISHERS, INDIANA 46038
TELEPHONE (317) 570-8800
contact@hamilton-designs.com

BSL	BUILDING SETBACK LINE
D&UE	DRAINAGE & UTILITY EASEMENT
●	SET REBAR/CAP "FIRM 0124"
◎	IRON PIPE (IP)
⊗ ROW	ROW MONUMENT
⊞	STONE MONUMENT

CALCULATED POSITION FROM
COUNTY TIES REMOVED DUE
TO ROAD RE-CONSTRUCTION

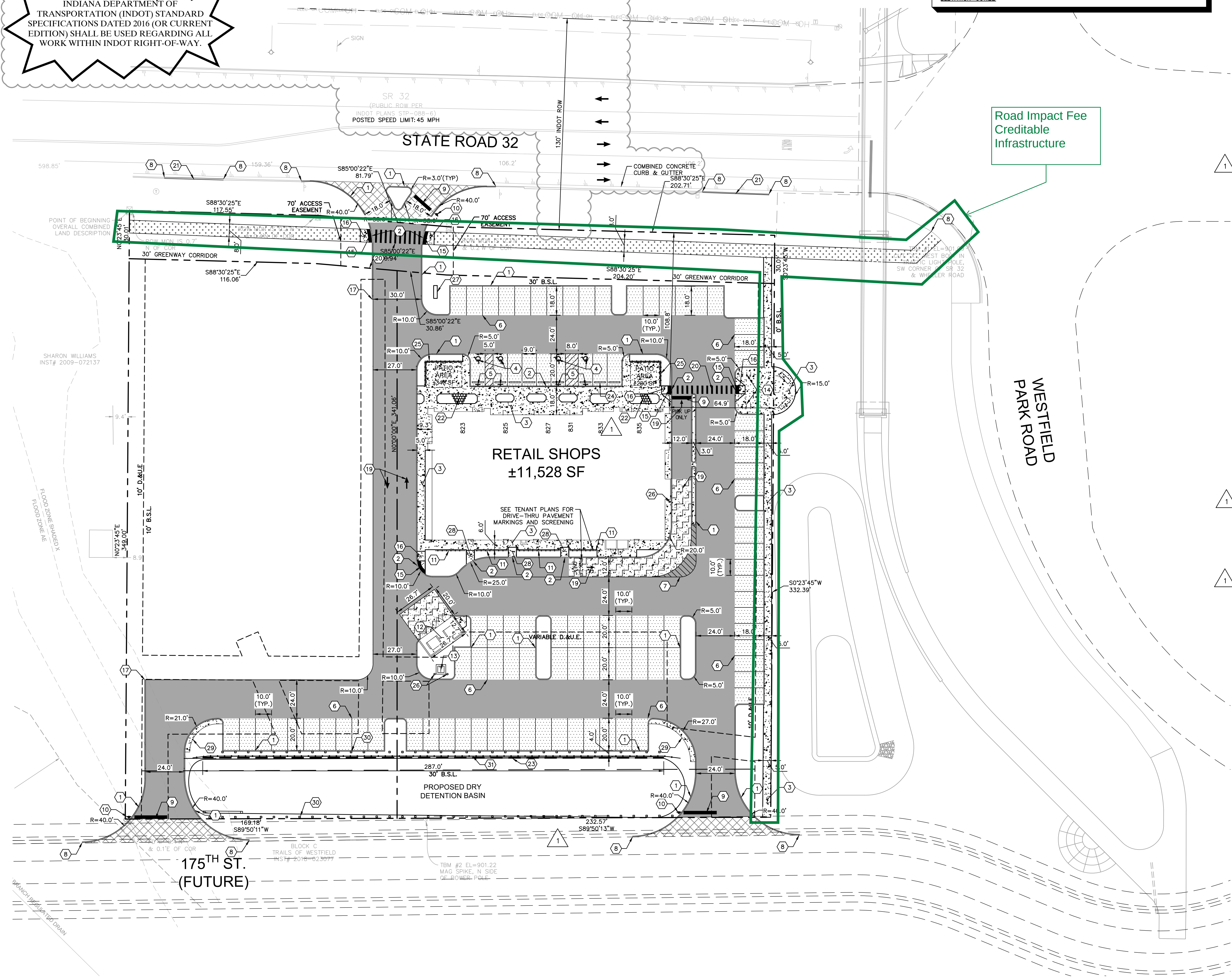


DATE: APR 1, 2019
2 OF 2

EXHIBIT B
DEVELOPMENT PLAN

Drawing name: K:\NO_DRAW\170088000_Midland Atlantic_Spruce Lane Retail_Westfield_JV_2_Design\CADD\PlanSheets\Detailed Development Plans\C3.0 - SITE PLAN.dwg May 13, 2019 12:21pm by: Mike Timko
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

INDIANA DEPARTMENT OF
TRANSPORTATION (INDOT) STANDARD
SPECIFICATIONS DATED 2016 (OR CURRENT
EDITION) SHALL BE USED REGARDING ALL
WORK WITHIN INDOT RIGHT-OF-WAY.



BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

TBM #1 CUT "X", WEST BOLT IN TRAFFIC LIGHT POLE, SW CORNER OF SR 32 & WHEELER ROAD
ELEVATION=901.09

TBM #2 MAG SPIKE, N SIDE OF POWER POLE
ELEVATION=901.22

Indiana Utilities Protection Service

Call 811

before you dig

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

- ### GENERAL NOTES
- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 - BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
 - RADIUS ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-Feet, TYPICAL.
 - REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
 - ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.
 - ALL STRIPING IN RIGHT OF WAY SHALL BE THERMOPLASTIC.

- ### KEY NOTES
- CONCRETE CURB, TYP. (SEE DETAILS, SHEET C7.0)
 - DEPRESSED CURB
 - CONCRETE SIDEWALK, TYP. (SEE DETAILS, SHEET C7.0)
 - ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS, SHEET C7.0)
 - ACCESSIBLE PARKING SIGN, TYP. (MUTCD R7-8, SEE DETAILS, SHEET C7.1)
 - 4" WIDE PAINTED WHITE SOLID LINE, TYP.
 - 4" WIDE PAINTED YELLOW SOLID LINE, TYP.
 - CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
 - 24" WIDE STOP BAR, TYP. (SEE DETAILS, SHEET C7.0)
 - STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS, SHEET C7.0)
 - SCREENING FENCE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - TRASH COMPACTOR AND ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - TRANSFORMER PAD (COORDINATE FINAL LOCATION & SIZE WITH DUKE ENERGY)
 - BIKE RACK (SEE DETAILS)
 - 2' WIDE TACTILE WARNING STRIP
 - ACCESSIBLE RAMP (SEE DETAILS, SHEET C7.1)
 - 3-FT TRANSITION CURB (SEE DETAILS, SHEET C7.0)
 - LIGHT POLES SHOWN FOR COORDINATION ONLY (SEE SITE LIGHTING PLAN)
 - PAVEMENT MARKING, DIRECTIONAL ARROW (SEE DETAILS, SHEET C7.0)
 - PEDESTRIAN CROSSWALK (REFER TO MUTCD FOR DETAILS)
 - CURB AND GUTTER (SEE DETAILS, SHEET C7.0)
 - PAVERS (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - SEGMENTED RETAINING WALL (SEE DETAILS, SHEET C7.5 OR APPROVED EQUAL)
 - CONCRETE WHEEL STOP, TYP. (SEE DETAILS, SHEET C7.1)
 - PATIO FENCE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - BOLLARD (SEE DETAILS, SHEET C7.0)
 - MONUMENT SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - SERVICE RAMP
 - HARDSCAPE BUFFER (SEE DETAILS, SHEET C7.2)
 - WOOD POSTS, TYP, 8" O.C. (SEE DETAILS, SHEET C7.5)
 - HANDRAIL WITH SLEEVE-IT (SEE DETAILS, SHEET C7.5 OR APPROVED EQUAL)

PAVING AND CURB LEGEND

	STANDARD DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	RIGHT-OF-WAY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	CONCRETE SIDEWALK SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION *SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
	HEAVY DUTY CONCRETE PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION *SEE ARCHITECTURAL PLANS FOR SCOURING PATTERN
	ASPHALT TRAIL SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	STANDARD CONCRETE CURB
	CONCRETE DEPRESSED CURB

PARKING SUMMARY

PARKING SPACES REQUIRED (CITY STANDARD)=	40 SPACES
PARKING SPACES PROVIDED	= 91 SPACES
ACCESSIBLE PARKING SPACES REQUIRED	= 4 SPACES
ACCESSIBLE PARKING SPACES PROVIDED	= 4 SPACES
TOTAL PARKING SPACES PROVIDED	= 95 SPACES

SITE DATA

SITE AREA	= 3.13 ACRES
IMPERVIOUS AREA	= 1.77 ACRES
PERVIOUS AREA	= 1.36 ACRES

DESIGNED BY: MJT	DATE
DRAWN BY: MJT	05/13/19
CHECKED BY: WAB	04/29/19
SCALE: AS NOTED	REVISIONS
	NO
	NO
SITE PLAN	
MONON CROSSING	
829 E. SR 32	
WESTFIELD, IN	
ORIGINAL ISSUE: 03/01/19	
KHA PROJECT NO. 170088000	
SHEET NUMBER	
C3.0	

EXHIBIT C
ENGINEER'S ESTIMATE

Engineer's Preliminary Opinion of Probable Construction Cost

Name:	Monon Crossing	Date:	4/29/2019
Client:	Midland Atlantic Properties	Prepared By:	WAB
KHA No:	170088000	Checked By:	

Path/Park Area

Item No.	Bid Item	Approx. Qty.	Unit	Unit Cost	Cost
	Construction Engineering	1	LS	\$3,000.00	\$3,000
	Mobilization and Demobilization	1	LS	\$3,500.00	\$3,500
	Clearing of Right-Of-Way	1	LS	\$3,500.00	\$3,500
	Excavation, Common	300	CYS	\$8.00	\$2,400
	Pocket Park Concrete	1,140	SFT	\$7.00	\$7,980
	Pocket Park Benches	2	EACH	\$500.00	\$1,000
	East Sidewalk	1,800	SFT	\$5.50	\$9,900
	Trail Lime	333	SYS	\$10.00	\$3,332
	Asphalt	333	SYS	\$27.00	\$9,000
	Stone	111	TON	\$35.00	\$3,885
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$47,497

QUITCLAIM DEED

Document Cross Reference Number: 2007-30052; 2013-70179

THIS INDENTURE WITNESSETH that WW REAL ESTATE, LLC, an Indiana limited liability company, ("Grantor"), **QUITCLAIMS AND DEDICATES** to the CITY OF WESTFIELD, Hamilton County, Indiana ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate in Hamilton County, Indiana described in Exhibit A and shown in Exhibit B (the "Real Estate").

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

The Real Estate may not be owned in its entirety by Grantor and this deed shall serve as a source of title only for that part of the Real Estate owned by Grantor as of the date hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 21st day of

May, 2018. 19

"GRANTOR":

WW REAL ESTATE, LLC

By: [Signature]
Signature

By: Joel Watson
Print

Owner
Title

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Joel Watson, as Owner of WW REAL ESTATE, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of May, 2018. 19

(Signature)

[Signature]

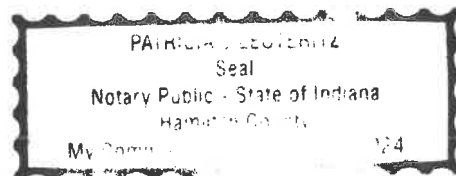
(Printed Name)

Patricia J. Leventis

Notary Public residing in Hamilton County

My Commission Expires:

2/3/2024



ACCEPTED BY "GRANTEE":

CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____ Date: _____
Andy Cook, Presiding Officer

By: _____ Date: _____
Kate Snedeker, Member

By: _____ Date: _____
Randy Graham, Member

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Andy Cook, Kate Snedeker, and Randy Graham, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Cindy J. Gossard, Clerk-Treasurer of the City of Westfield, who having been duly sworn upon his/her oath acknowledged the acceptance of the foregoing Quitclaim Deed for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2018.

(Signature) _____

(Printed Name) _____

Notary Public residing in _____ County

My Commission Expires: _____

Please return recorded instrument to: Director of Public Works, City of Westfield, 2728 E. 171st Street, Westfield, Indiana, 46074.

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

This instrument was prepared by: Matthew S. Skelton, City of Westfield, 2728 E. 171st Street, Westfield, Indiana, 46074, (317) 804-3170.

EXHIBIT "A"

Sheet 1 of 1

All that part of the former Central Indiana Railroad, lying south of the centerline of the railroad right-of-way and being off the north side of the following described property:

Commencing at a point on the East line of the said Quarter, North 00 degrees 45 minutes 18 seconds West (assumed bearing) 1322.89 feet from the Southeast corner thereof, said point also being on the centerline of Central Indiana Railroad; thence on the said centerline, South 89 degrees 38 minutes 08 seconds West 636.78 feet to the point of beginning; thence South 02 degrees 16 minutes 51 seconds East 425.36 feet to a corner fence post; thence North 88 degrees 17 minutes 45 seconds West 572.53 feet to a corner fence post; thence North 01 degree 46 minutes 08 seconds West 404.58 feet to the centerline of the Central Indiana Railroad; thence on the said centerline, North 89 degrees 38 minutes 08 seconds East 50.01 feet; thence South 01 degree 46 minutes 08 seconds East 154.99 feet; thence North 89 degrees 38 minutes 08 seconds East 159.99 feet; thence North 01 degree 46 minutes 08 seconds West 154.99 feet to the center of the Central Indiana Railroad; thence on the said centerline, North 89 degrees 38 minutes 08 seconds East 357.85 feet to the point of beginning.

EXHIBIT "B"
PREPARED FOR THE CITY OF WESTFIELD

SHEET 1 OF 1

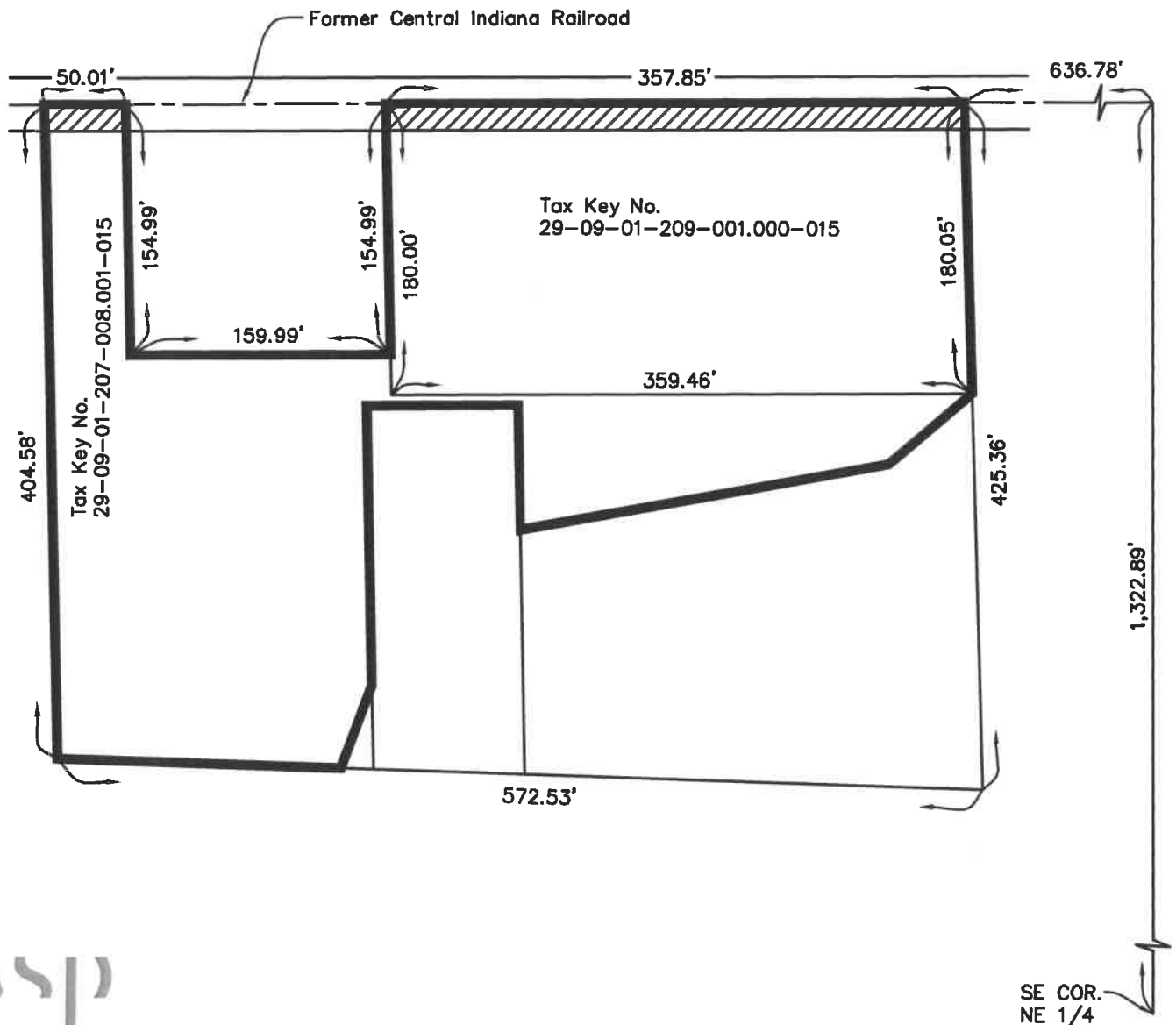
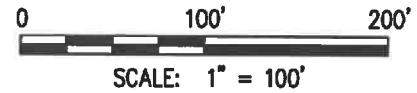
PROJECT: PARK STREET
COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.

OWNER: WW REAL ESTATE, LLC
INSTRUMENT NO. 2007030052 DATED: 5-25-07
INSTRUMENT NO. 2013070179 DATED: 4-10-12



Hatched area is the
approximate rail corridor.

Dimensions shown below are from the above listed record documents.



115 W. Washington Street, Suite 1270S
Indianapolis, Indiana
(317) 972-1706

This exhibit was prepared from information obtained from the recorder's office
and other sources which were not checked by a field survey.

Project No.: _____

Project Name: Midland Trail/Sewer Extension

Parcel Number: 09-09-01-02-09-001.000;09-09-01-02-07-008.001

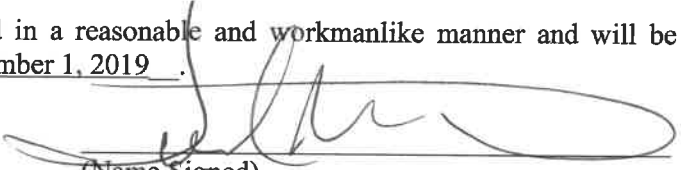
**CITIZENS ENERGY GROUP/CITY OF WESTFIELD
RIGHT OF ENTRY**

WHEREAS, Citizens Wastewater of Westfield, LLC ("Citizens"), and its employees and agents, and The City of Westfield ("Westfield") find it necessary to enter onto private property for the purpose of construction and/or repairing its facilities and appurtenances; and

WHEREAS, WW Real Estate, LLC Owners of the property known as Parcel No. 09-09-01-02-09-001-000; 09-09-01-02-07-008.001 ("Owners") are agreeable to the temporary entry onto their property by Citizens, the City of Westfield or its agents for the aforementioned purpose and under the conditions contained herein.

NOW, therefore, in consideration of the mutual promise hereinafter enumerated, the undersigned Owner agree:

1. Owner hereby affirms that they are the owners of the above-described property and have the authority to enter into this agreement and grant this Right of Entry.
2. Owners hereby grant to Citizens a Right of Entry over and through the above-described property for the aforementioned purpose.
3. Citizens may enter onto the above listed property for the purpose of construction and/or repairing of its facilities and appurtenances.
4. Westfield may enter onto the above listed property for the purpose of constructing an extension of the Midland Trail.
5. All disturbed areas within the above-described property will be restored to as near its preexisting condition as possible.
6. This work will be accomplished in a reasonable and workmanlike manner and will be completed no later than November 1, 2019.


(Name Signed)

Joel Watson
(Name Printed)

WITNESS: 

Date: 5/21/19

QUITCLAIM DEED

Document Cross Reference Number: 2003-23207

THIS INDENTURE WITNESSETH that GPG PROPERTIES, LLC, an Indiana limited liability company, ("Grantor"), **QUITCLAIMS AND DEDICATES** to the CITY OF WESTFIELD, Hamilton County, Indiana ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate in Hamilton County, Indiana described in Exhibit A and shown in Exhibit B (the "Real Estate").

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

The Real Estate may not be owned in its entirety by Grantor and this deed shall serve as a source of title only for that part of the Real Estate owned by Grantor as of the date hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 21st day of May, 2018-19

"GRANTOR":

GPG PROPERTIES, LLC

By:

Signature

By:

Print

Title

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared George F. Sanburn, as President/owner of GPG PROPERTIES, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that the representations therein contained are true.

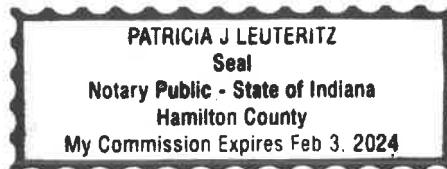
Witness my hand and Notarial Seal this 21st day of May, 2018-19

(Signature)

(Printed Name)

Notary Public residing in

My Commission Expires:



ACCEPTED BY "GRANTEE":

CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____ Date: _____
Andy Cook, Presiding Officer

By: _____ Date: _____
Kate Snedeker, Member

By: _____ Date: _____
Randy Graham, Member

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Andy Cook, Kate Snedeker, and Randy Graham, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Cindy J. Gossard, Clerk-Treasurer of the City of Westfield, who having been duly sworn upon his/her oath acknowledged the acceptance of the foregoing Quitclaim Deed for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2018.

(Signature) _____

(Printed Name) _____

Notary Public residing in _____ County

My Commission Expires: _____

Please return recorded instrument to: Director of Public Works, City of Westfield, 2728 E. 171st Street, Westfield, Indiana, 46074.

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

This instrument was prepared by: Matthew S. Skelton, City of Westfield, 2728 E. 171st Street, Westfield, Indiana, 46074, (317) 804-3170.

Parcel No. 09-09-01-02-07-008.000

EXHIBIT "A"

Sheet 1 of 1

All that part of the former Central Indiana Railroad, lying south of the centerline of the railroad right-of-way and being off the north side of the following described property:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, in the Town of Westfield, Hamilton County, Indiana, and being more particularly described as follows:

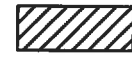
Commencing at a point on the East line of said Quarter, North 00 degrees 45 minutes 18 seconds West (assumed bearing) 1322.89 feet from the Southeast corner thereof, said point also being on the centerline of the Central Indiana Railroad; thence on the said centerline, South 89 degrees 38 minutes 08 seconds West 994.63 feet to the Point of Beginning; thence South 01 degree 46 minutes 08 seconds East 154.99 feet; thence South 89 degrees 38 minutes 08 seconds West 159.99 feet; thence North 01 degrees 46 minutes 08 seconds West 154.99 feet to the centerline of the Central Indiana Railroad; thence on the said centerline North 89 degrees 38 minutes 08 seconds East 159.99 feet to the Point of Beginning.

EXHIBIT "B"
PREPARED FOR THE CITY OF WESTFIELD

SHEET 1 OF 1

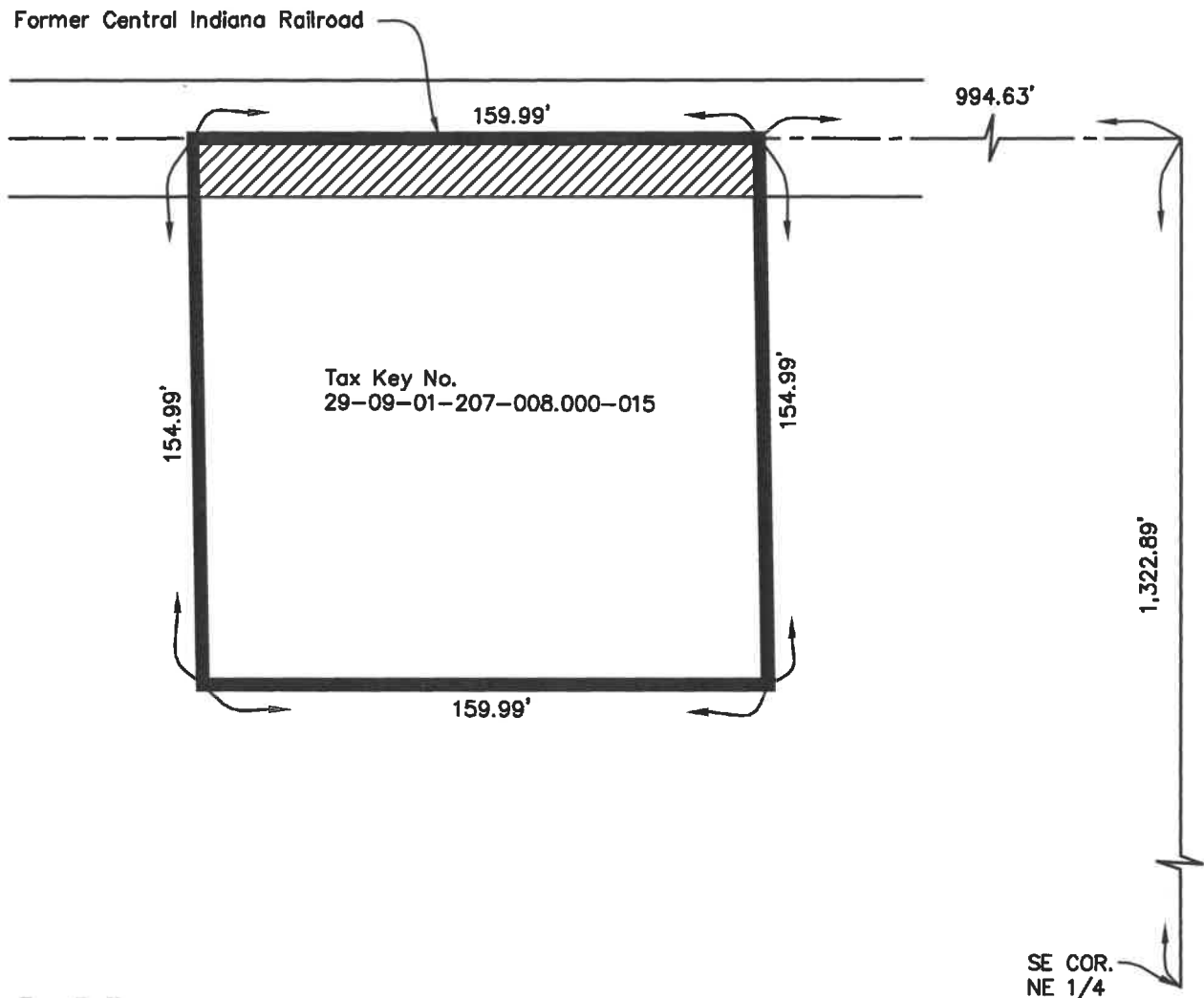
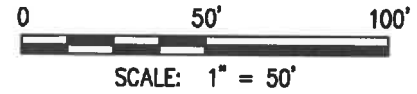
PROJECT: PARK STREET
COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.

OWNER: GPG PROPERTIES, LLC
INSTRUMENT NO. 200300023207 DATED: 12-6-02



Hatched area is the
approximate rail corridor.

Dimensions shown below are from the above listed record documents.



wsp

115 W. Washington Street, Suite 1270S
Indianapolis, Indiana
(317) 972-1706

This exhibit was prepared from information obtained from the recorder's office
and other sources which were not checked by a field survey.

Project No.: _____

Project Name: Midland Trail/Sewer Extension

Parcel Number: 09-09-01-02-07-008.000

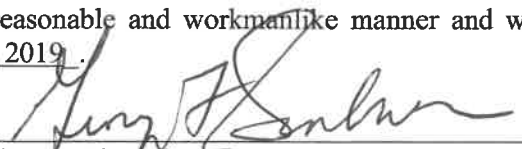
**CITIZENS ENERGY GROUP/CITY OF WESTFIELD
RIGHT OF ENTRY**

WHEREAS, Citizens Wastewater of Westfield, LLC ("Citizens"), and its employees and agents, and The City of Westfield ("Westfield") find it necessary to enter onto private property for the purpose of construction and/or repairing its facilities and appurtenances; and

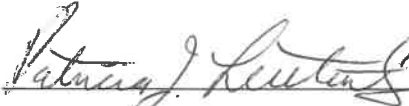
WHEREAS, GPG Properties, LLC Owners of the property known as Parcel No. 09-09-01-02-07-008.000 ("Owners") are agreeable to the temporary entry onto their property by Citizens, the City of Westfield or its agents for the aforementioned purpose and under the conditions contained herein.

NOW, therefore, in consideration of the mutual promise hereinafter enumerated, the undersigned Owner agree:

1. Owner hereby affirms that they are the owners of the above-described property and have the authority to enter into this agreement and grant this Right of Entry.
2. Owners hereby grant to Citizens a Right of Entry over and through the above-described property for the aforementioned purpose.
3. Citizens may enter onto the above listed property for the purpose of construction and/or repairing of its facilities and appurtenances.
4. Westfield may enter onto the above listed property for the purpose of constructing an extension of the Midland Trail.
5. All disturbed areas within the above-described property will be restored to as near its preexisting condition as possible.
6. This work will be accomplished in a reasonable and workmanlike manner and will be completed no later than November 1, 2019.


(Name Signed)

George F. Sanburn
(Name Printed)

WITNESS: 

Date: 5/21/19



**City of Westfield Fire Department
Board of Public Works & Safety Report
2019 May
Report**

Contact: Fire Chief

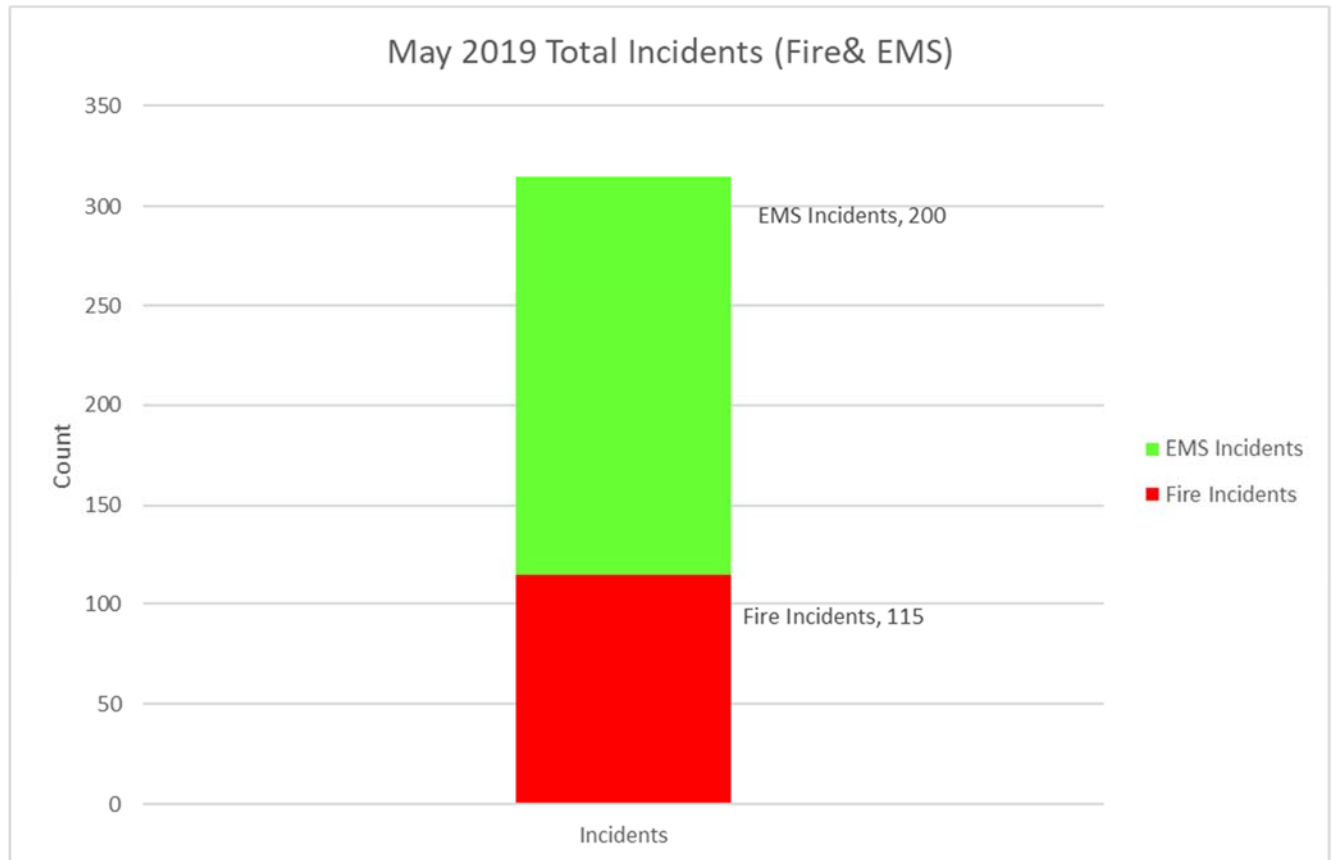
Marcus Reed

Or Nikki Hartman

804-3304



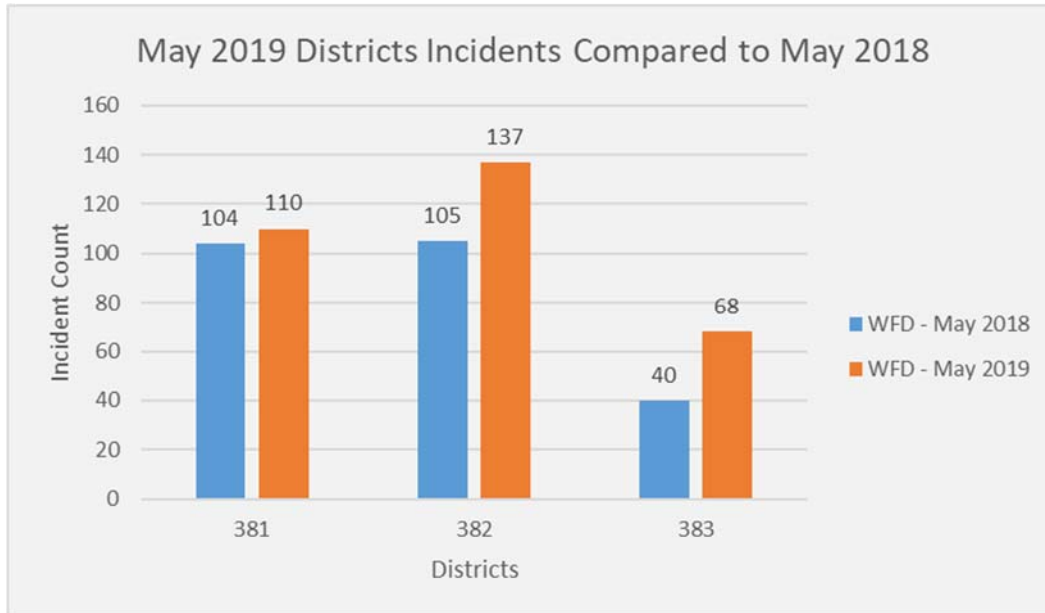
Westfield Fire Department 2019 May Incident Statistics



Incident Type	Incident Count	% of total Incident
Fire Incidents	115	37%
EMS Incidents	200	63%
Total Incidents	315	



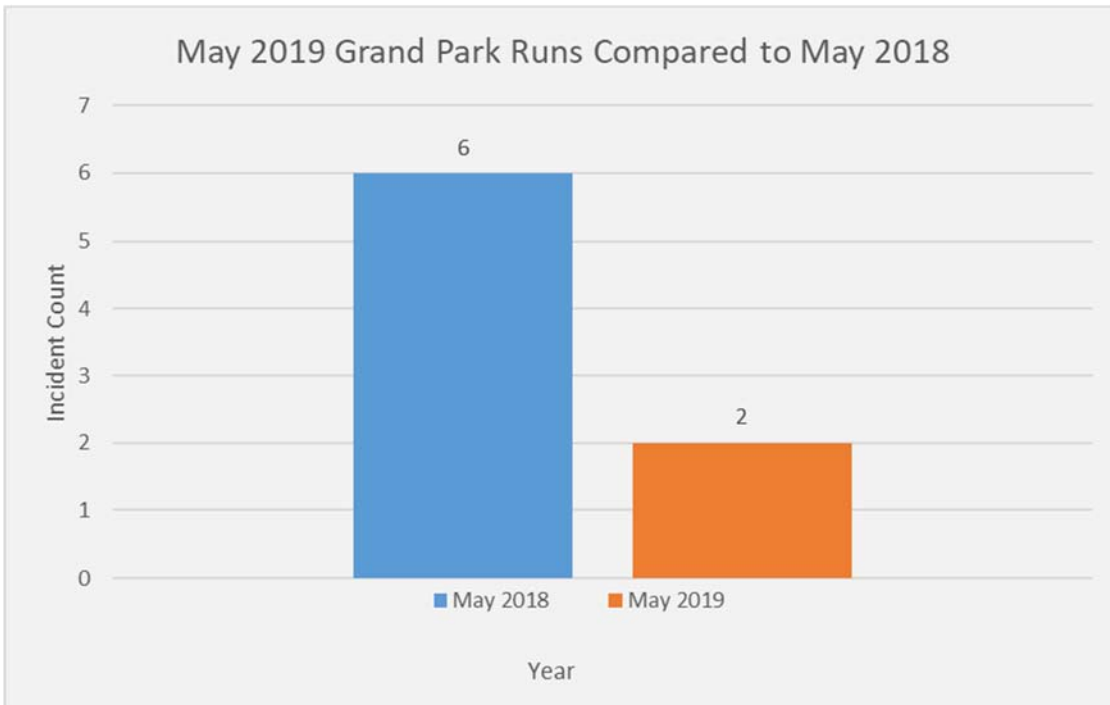
Westfield Fire Department 2019 May Incident Statistics



Districts	May 2018	May 2019	Increase/decrease	% increase/decrease
381	104	110	6	6%
382	105	137	32	30%
383	40	68	28	70%



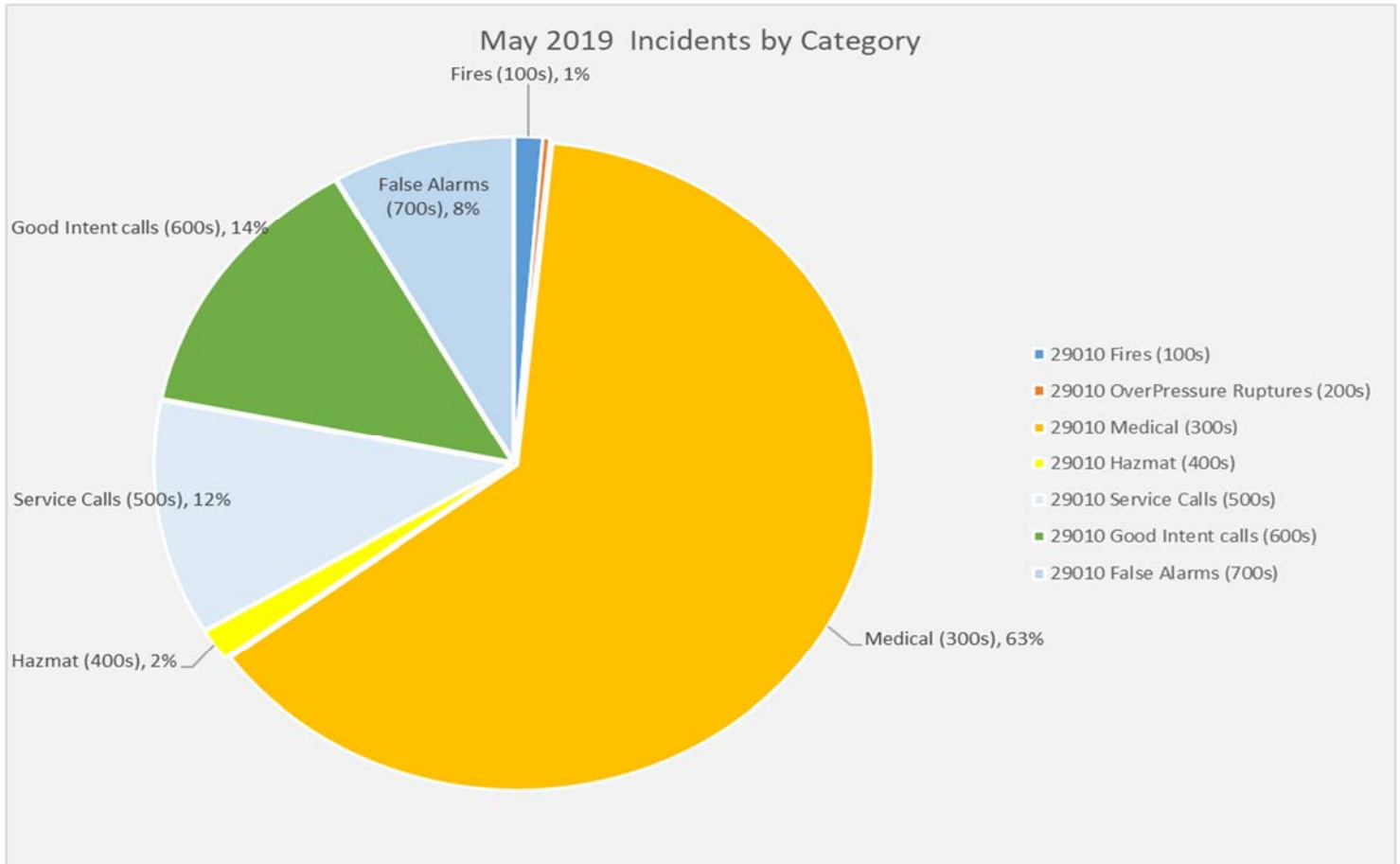
Westfield Fire Department 2019 May Incident Statistics



May 2018 Incident Calls	May 2019 Incident	Change	% Change
6	2	-4	-67%



Westfield Fire Department 2019 May Incident Statistics

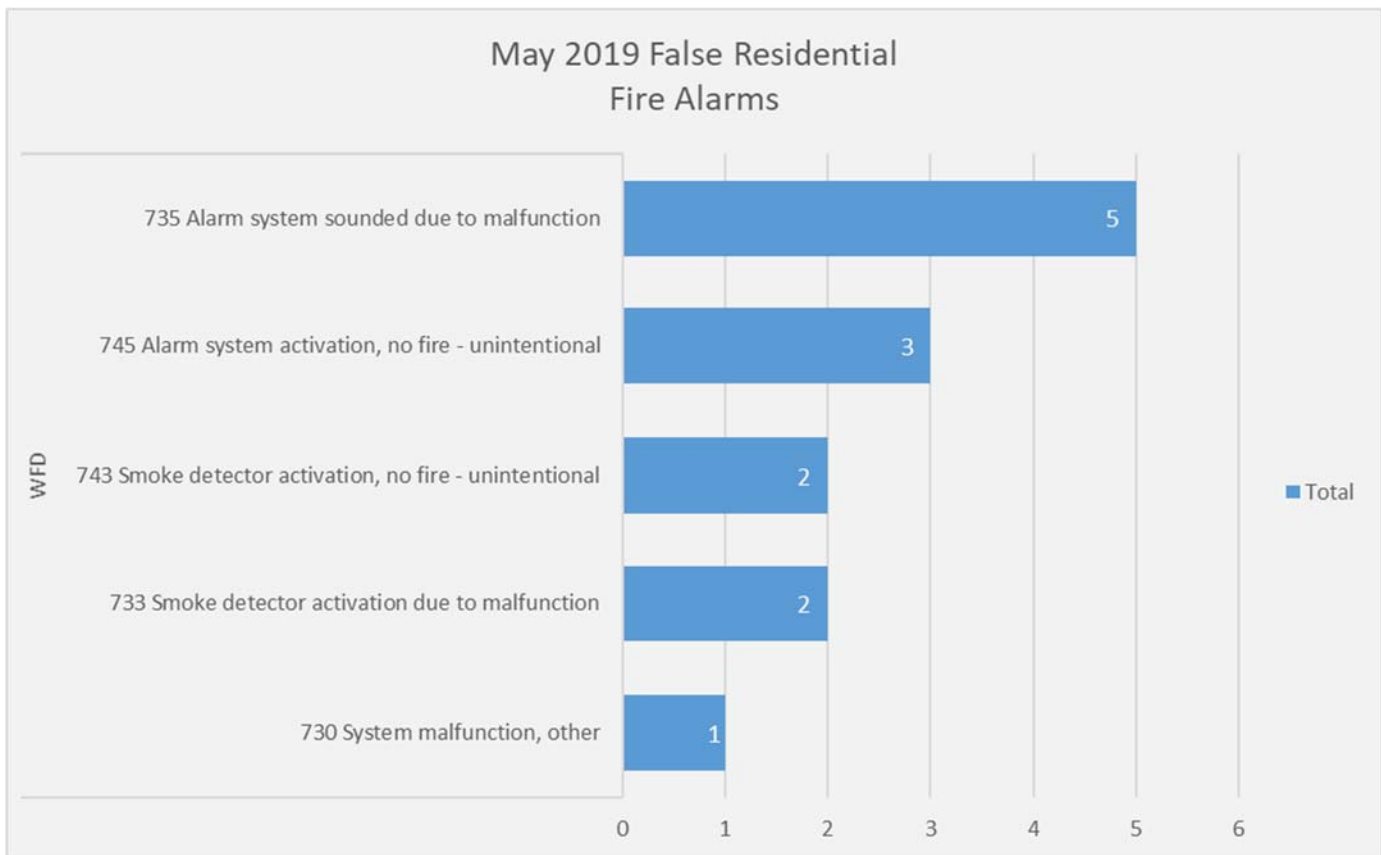


Call Type	Incident Count	% of total calls
Medical	200	63.49%
Good Intent	43	13.65%
Service Calls	37	11.75%
False Alarm	26	8.25%
Hazmat	5	1.59%
Fires	4	1.27%
Sever Weathers	0	0.00%
OverPressure	0	0.00%
Special Incident	0	0.00%
Total	315	



Westfield Fire Department 2019 May Incident Statistics

False Residential Fire Alarm Calls

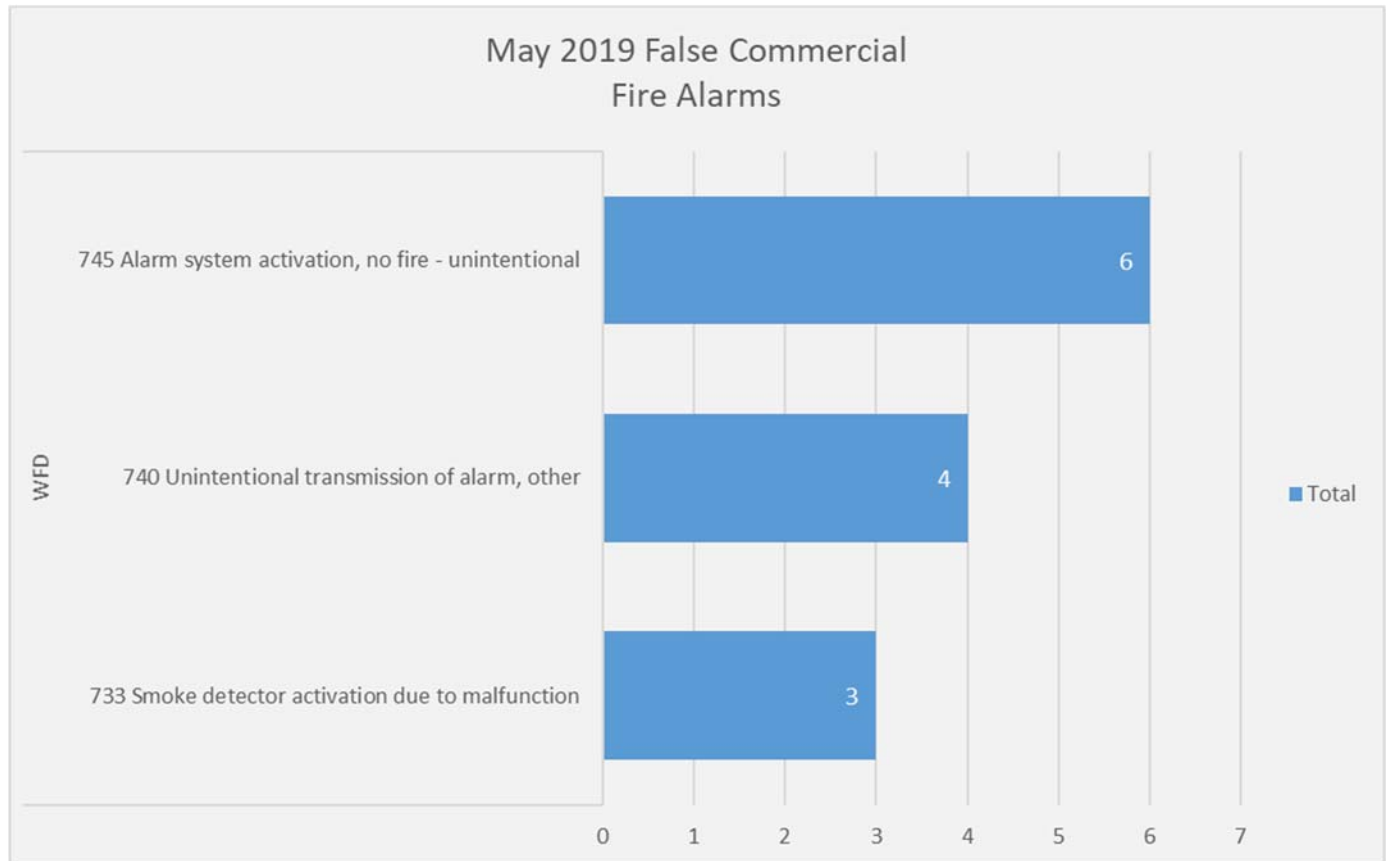


13 Residential Alarms



Westfield Fire Department 2019 May Incident Statistics

False Commercial Fire Alarm Calls

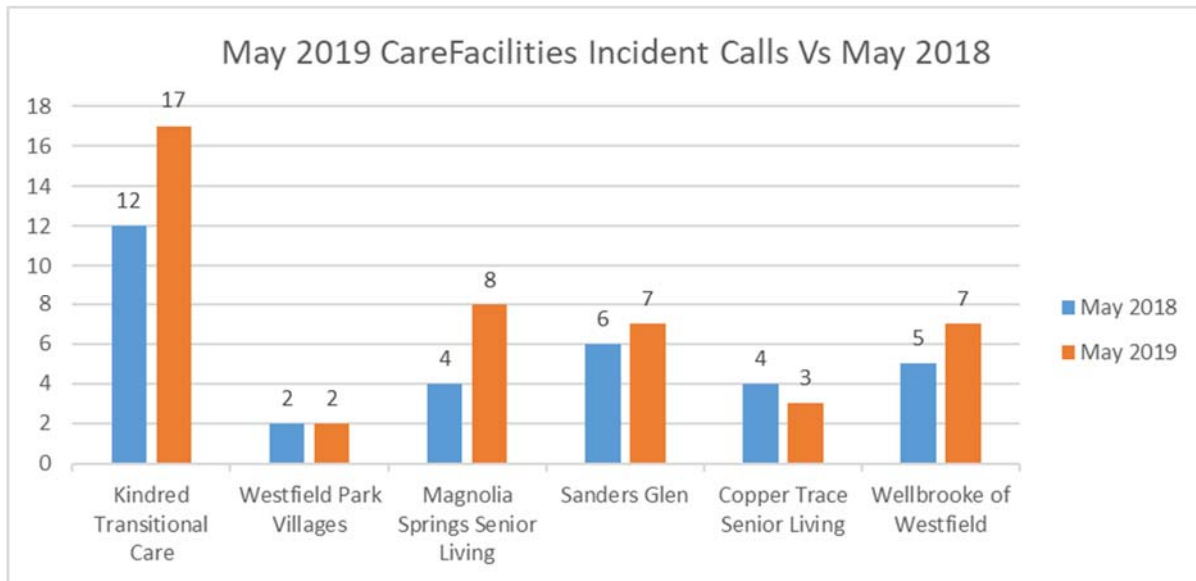


13 Commercial False Alarms



Westfield Fire Department 2019 May Incident Statistics

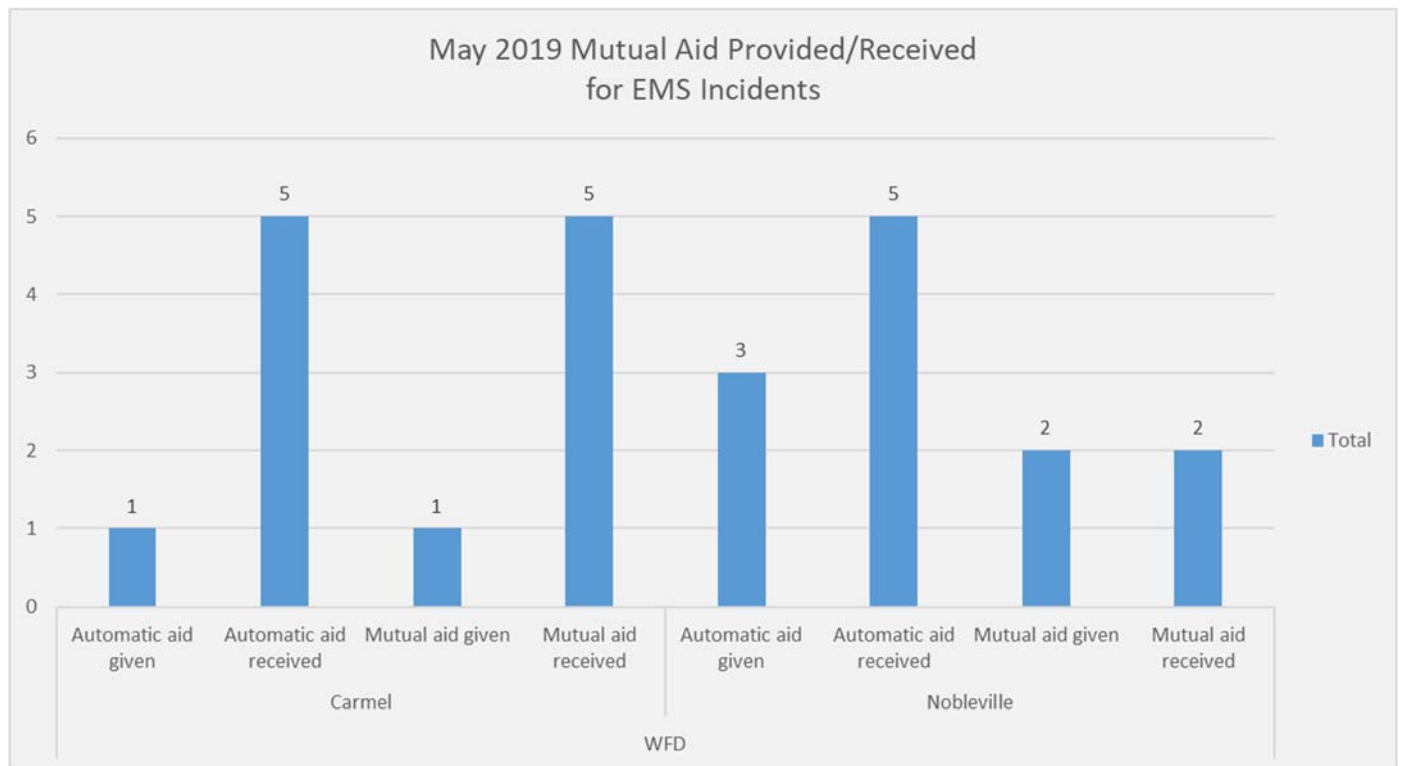
Care Facility





Westfield Fire Department 2019 May Incident Statistics

Mutual Aid data
EMS

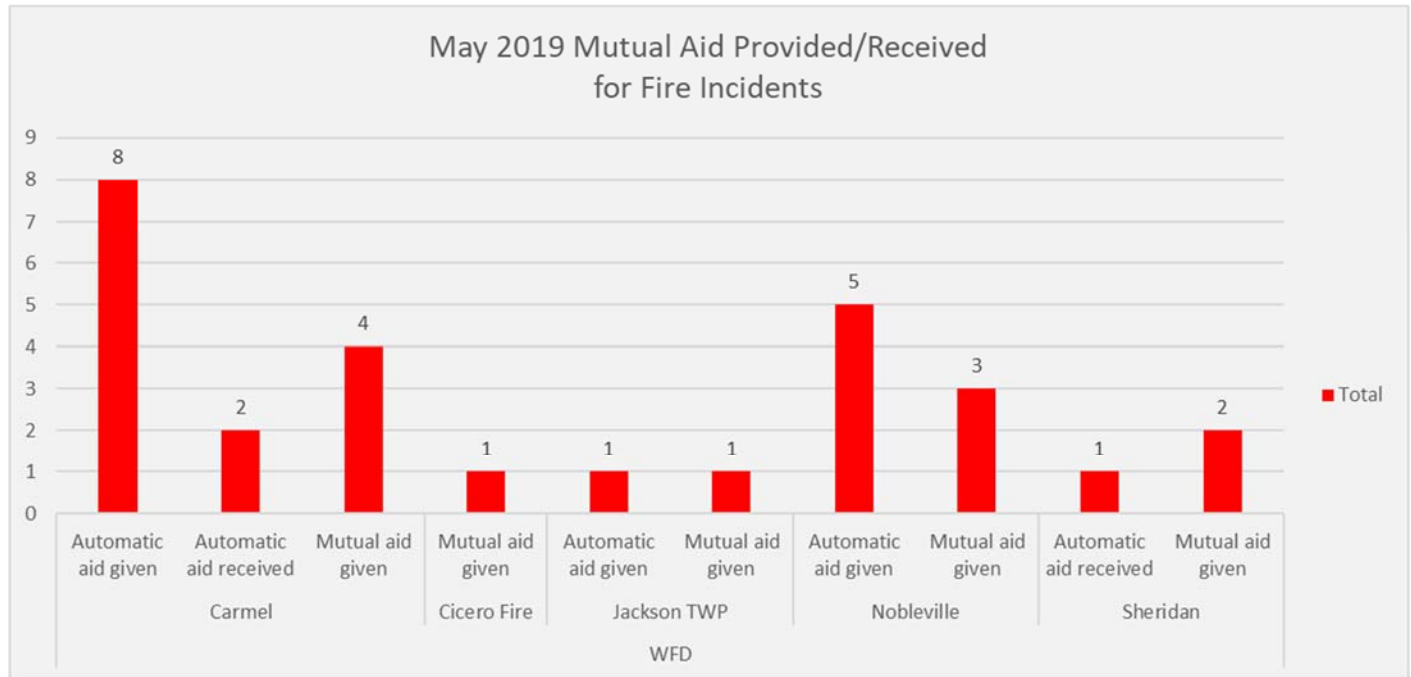


Total 24



Westfield Fire Department 2019 May Incident Statistics

Mutual Aid Data Fire Incidents



Total 28

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

May 2019

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Westfield Police Department

May 2019

Events by Nature

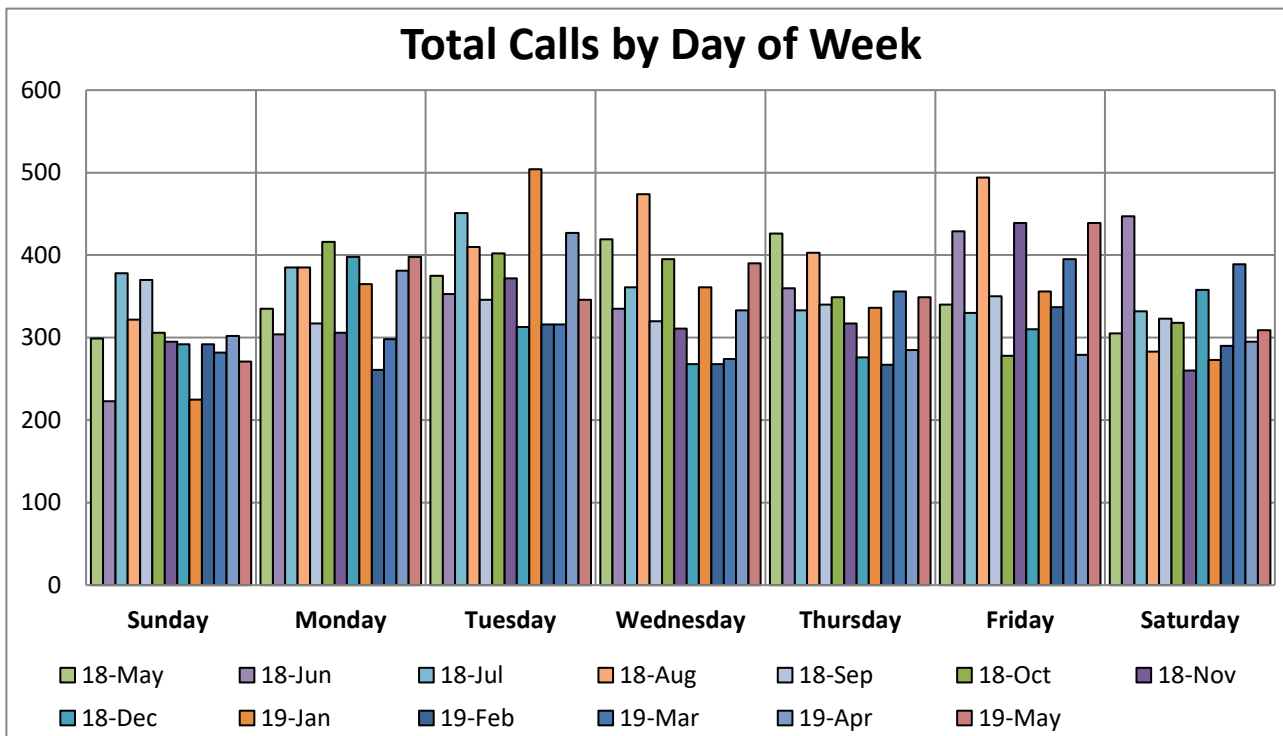
911 Hang Up	26
Abandoned Vehicle	7
Abandonment	1
Abuse / Neglect	0
Accident - Hit & Run PD	12
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	92
Accident - Personal Injury	14
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	149
Alarm - Hold Up	12
Animal Bite / Attack	5
Animal Complaint	41
Assist Fire	37
Assist Other Department	29
Assist Public	35
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	63
Child Seat Inspection	4
Civil Dispute	17
Criminal Mischief	11
Damage to Property	0
Death Investigation	1
Directed Patrol	7
Disturbance	27
Driving Complaint	88
Drug Complaint	9
Drug Lab	0
Escort	0
Fight	1
Firearms Shots Fired	2
Found / Lost Property	23
Found Person	3
Fraud Prescription	0
Fraud / Deception	23
Harassment	14
Intoxicated Person	13

Investigation	16
Juvenile Complaint	16
K9 Detail	1
Kidnapping	0
Lock Out	50
Loud Party	5
Mental Emotional - Violent	8
Mental Person	2
Miscellaneous	16
Missing Person	6
Missing Person - PLS	0
Nuisance	10
Ordinance Misc.	32
Parking Complaint	30
Physical Disturbance	19
Product Contamination	0
Reckless Activity	1
Road Rage	5
Robbery	0
Runaway	3
School Patrol	131
Security Check	2
Sex Offense	3
Shooting	0
Solicitor	5
Special Detail	1
Stabbing	0
Suicide	2
Suspicious Activity	113
Suspicious Package	0
Theft	32
Theft - From a Vehicle	8
Theft - of a Vehicle	4
Threat to Life	6
Threatening Suicide	6
Tow Release	2
Traffic Hazard	85
Transport	1
Trespassing	11
Traffic Stop	1001
Unknown Call for Police	0
VIN Check	32
Wanted	2
Warrant Service	11
Weapons Complaint	2
Welfare Check	49
	2502

Westfield Police Department
May 2019

Total # of Calls by Day of Week

DAY	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Sunday	299	223	378	322	370	306	295	292	225	292	282	302	271
Monday	335	304	385	385	317	416	306	398	365	261	298	381	398
Tuesday	375	353	451	410	346	402	372	313	504	316	316	427	346
Wednesday	419	335	361	474	320	395	311	268	361	268	274	333	390
Thursday	426	360	333	403	340	349	317	276	336	267	356	285	349
Friday	340	429	330	494	350	278	439	310	356	337	395	279	439
Saturday	305	447	332	283	323	318	260	358	273	290	389	295	309
TOTAL	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302	2502

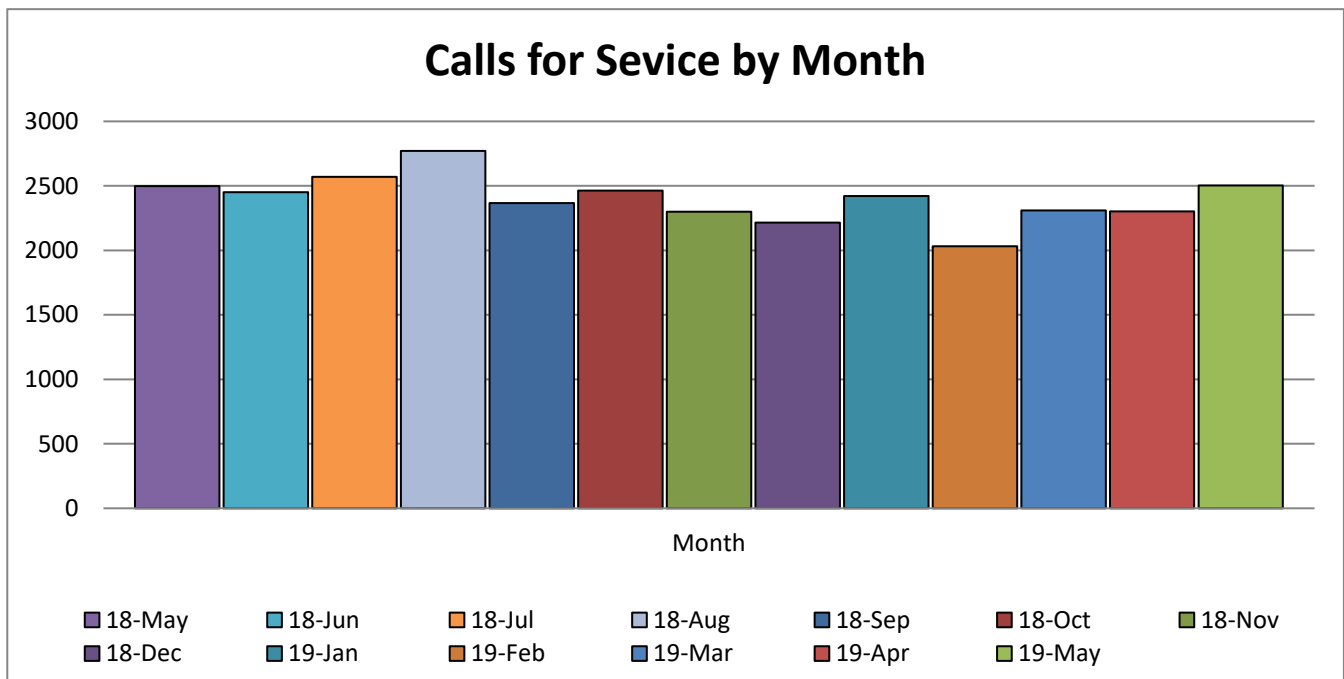


Westfield Police Department
May 2019

Total # of Calls by Hour of Day

HOURL	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
0	90	96	105	78	80	77	70	83	76	57	105	85	121
1	62	78	64	47	68	54	49	47	56	51	71	56	85
2	55	43	50	31	44	37	38	49	47	40	45	44	59
3	30	30	27	21	47	41	47	35	44	27	61	38	39
4	13	29	31	17	17	34	30	23	29	26	32	28	18
5	18	20	32	17	21	17	30	19	33	23	25	17	25
6	64	67	65	46	28	38	40	27	46	36	36	36	24
7	111	128	118	95	79	58	65	70	71	57	49	43	84
8	125	101	123	216	150	134	141	137	142	109	111	129	160
9	142	133	152	180	170	162	166	158	189	128	139	158	173
10	158	158	172	206	162	136	146	139	156	133	128	135	155
11	135	101	129	157	116	114	134	123	118	103	96	96	135
12	99	117	108	127	97	97	109	110	128	97	104	87	120
13	126	140	134	196	106	134	143	108	134	111	133	150	120
14	135	155	142	219	122	164	131	129	144	122	118	135	128
15	139	131	134	189	134	148	118	126	139	105	110	117	121
16	118	122	113	129	130	124	97	97	106	84	109	111	131
17	101	116	111	108	105	113	83	101	93	89	106	108	144
18	168	142	142	164	156	173	149	161	169	159	180	174	137
19	175	120	132	157	149	165	132	115	137	148	161	144	121
20	92	80	79	88	72	96	70	84	65	49	89	69	82
21	93	106	110	89	77	89	97	73	80	75	68	94	94
22	127	132	141	102	111	142	115	101	123	104	107	138	109
23	123	106	156	92	125	117	100	100	95	98	127	110	117
TOTAL	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302	2502

Westfield Police Department
May 2019



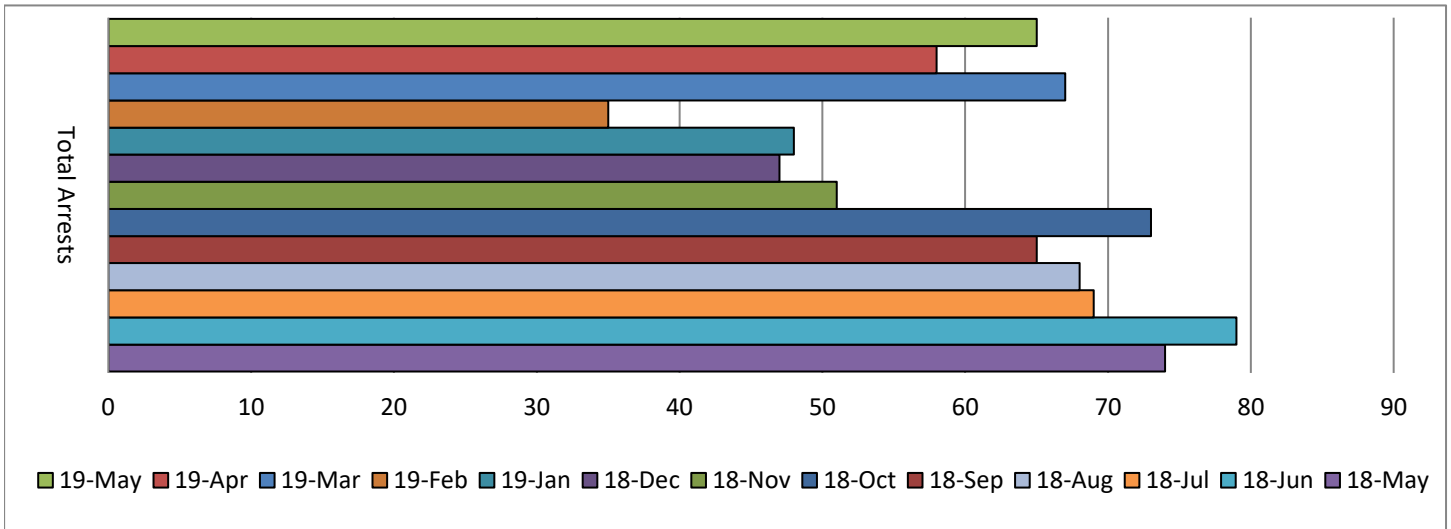
Westfield Police Department
May 2019

UCR OFFENSES

OFFENSE	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Arson	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
Rape	0	1	0	0	0	1	1	1	0	2	0	0	2
Robbery	0	0	1	0	0	0	0	0	0	0	1	2	0
Battery - Aggravated	0	0	0	0	0	0	0	0	1	0	1	0	0
Battery - Simple	24	11	10	16	11	8	11	11	12	12	12	8	13
Burglary	0	1	1	3	3	0	0	1	0	2	2	2	1
Theft	31	29	51	32	30	24	18	33	30	21	30	26	30
Motor Vehicle Theft	0	2	1	1	1	-1	0	3	0	0	2	1	0
TOTAL	55	44	64	52	45	32	30	49	43	37	48	39	46

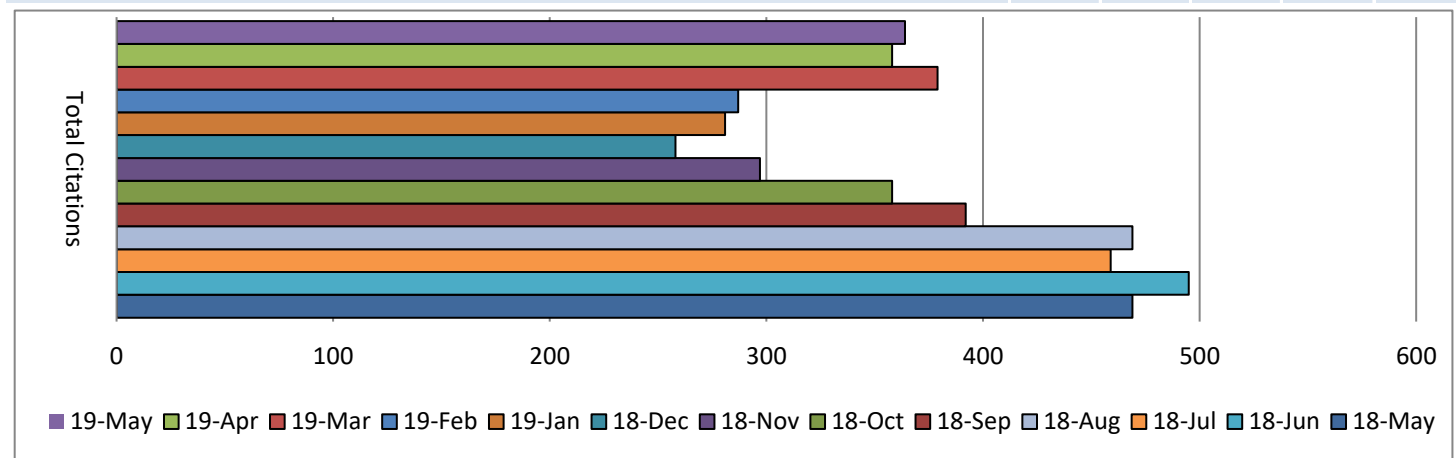
Westfield Police Department May 2019

Arrest Reports Taken	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Alcohol/ Drug Related	16	26	24	14	22	28	12	18	17	17	20	20	19
Felony Charges	5	21	8	7	18	10	15	8	14	8	35	14	15
Misdemeanor Charges	78	114	113	109	90	89	52	63	55	50	70	75	81
Total Arrests	74	79	69	68	65	73	51	47	48	35	67	58	65



Traffic	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Total Citations	469	495	459	469	392	358	297	258	281	287	379	358	364
Total Written Warning	1105	1100	1158	1127	1043	1106	997	1008	1083	909	979	976	973
Total Traffic Accidents	80	47	71	66	53	76	60	66	68	41	47	46	87
Property Damage	73	40	67	57	43	66	51	52	54	37	38	40	75
Personal Injury	7	6	4	9	10	9	9	14	12	4	9	6	12
Fatality	0	1	0	0	0	1	0	0	2	0	0	0	0
Hit and Run*	2	6	6	6	3	11	8	6	5	2	4	5	2

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

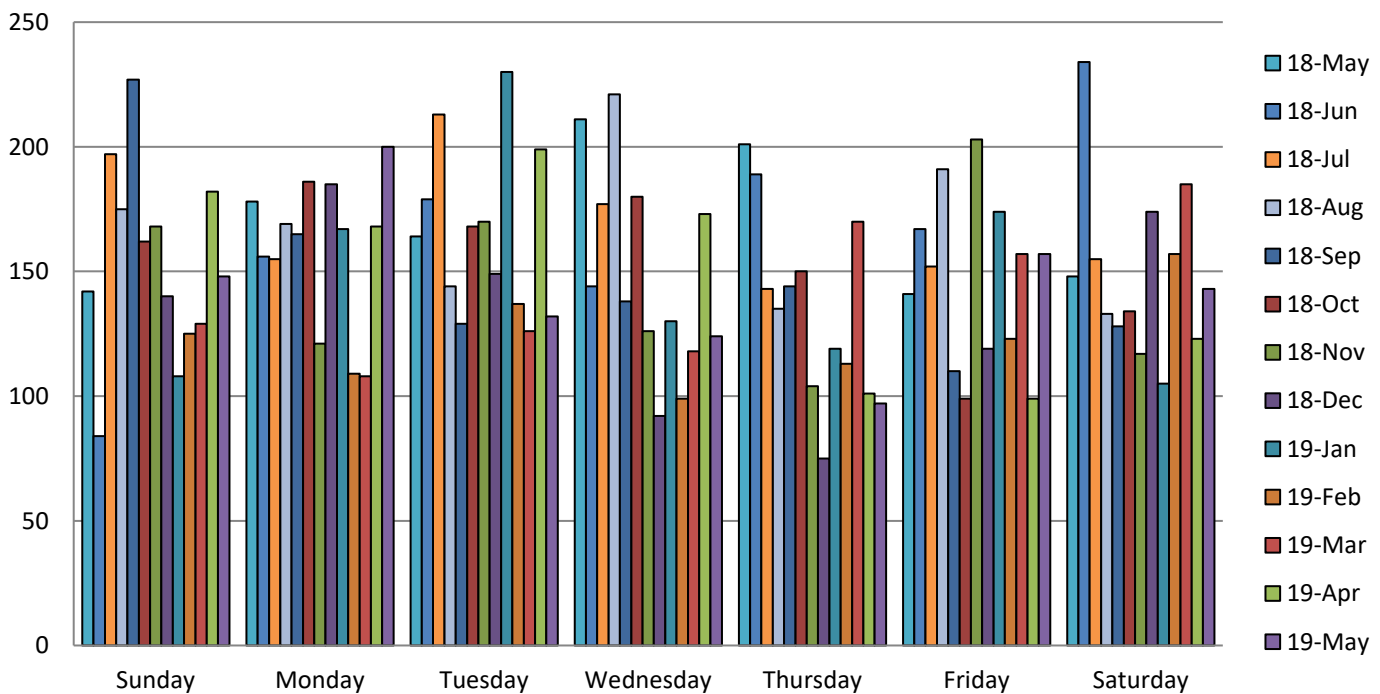


Westfield Police Department
May 2019

Traffic Stops by Day of Week

Day:	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
Sunday	142	84	197	175	227	162	168	140	108	125	129	182	148
Monday	178	156	155	169	165	186	121	185	167	109	108	168	200
Tuesday	164	179	213	144	129	168	170	149	230	137	126	199	132
Wednesday	211	144	177	221	138	180	126	92	130	99	118	173	124
Thursday	201	189	143	135	144	150	104	75	119	113	170	101	97
Friday	141	167	152	191	110	99	203	119	174	123	157	99	157
Saturday	148	234	155	133	128	134	117	174	105	157	185	123	143
TOTAL	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045	1001

Total Traffic Stops by Day of Week

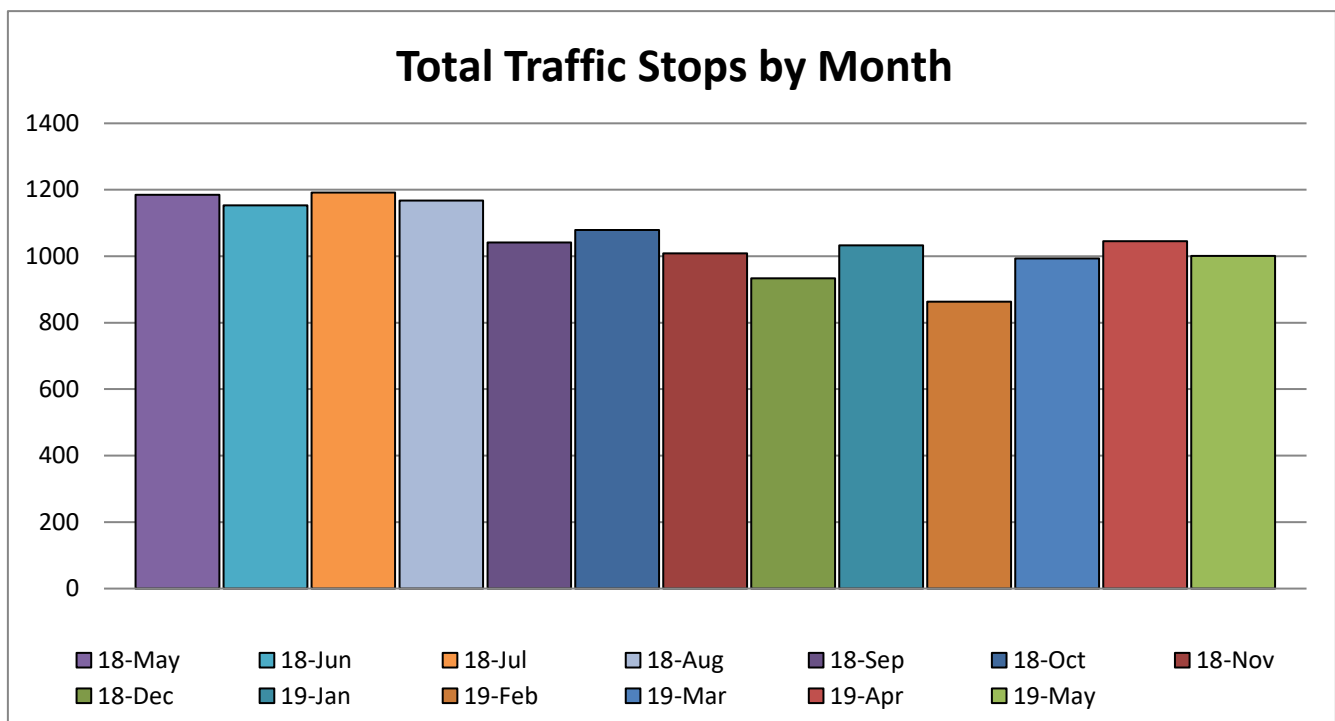


Westfield Police Department
May 2019

Traffic Stops by Hour of the Day

Hour:	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May
0	59	63	62	41	49	54	41	42	46	37	70	50	83
1	36	41	35	22	39	28	23	24	29	25	44	32	58
2	35	28	27	10	28	18	19	27	20	16	16	24	38
3	14	15	10	6	27	19	22	17	18	10	26	12	18
4	4	8	12	4	8	20	5	9	10	8	6	10	7
5	7	10	18	4	5	4	11	4	12	8	10	7	8
6	42	44	46	21	10	15	17	11	26	15	18	14	9
7	77	98	67	53	39	20	29	24	22	23	19	11	36
8	57	51	64	97	77	72	63	59	67	43	39	61	77
9	76	74	87	86	87	75	88	76	81	54	54	78	82
10	80	82	104	78	83	60	59	65	70	50	50	61	60
11	51	28	52	68	47	40	53	39	36	26	33	37	40
12	29	32	31	42	25	20	23	30	45	29	31	33	29
13	49	61	41	64	34	40	48	43	51	34	47	55	27
14	60	78	64	106	36	60	52	43	49	40	44	50	38
15	51	62	47	84	65	57	43	38	40	33	29	42	31
16	35	64	50	46	38	28	26	34	35	28	38	30	43
17	18	38	29	23	19	20	23	21	24	13	26	30	31
18	94	58	54	72	59	85	72	91	91	99	109	96	53
19	94	51	51	86	67	93	73	63	85	80	76	81	38
20	28	14	24	18	19	35	26	30	14	24	30	19	19
21	29	30	40	24	26	44	55	18	32	30	22	50	39
22	79	61	73	57	79	86	73	59	77	69	64	91	62
23	81	62	104	56	75	86	65	67	53	69	92	71	75
TOTAL	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045	1001

Westfield Police Department
May 2019



Westfield Police Department
May 2019

Community Events

5/1/2019	Washington Woods Elementary School Police Department Tour - Gorrell
5/4/2019	Breakfast for Dinner Fundraiser - Nights B Shift
5/8/2019	Westfield Bike to School
5/10/2019	Relay for Life
5/16/2019	Ride to School for Birthday - Officer Griffin, Wheeler and Harris
5/17/2019	Breakfast with a COP - Officers Zosso & Mitchell
5/21/2019	Breakfast with a COP / Ride to School - Sgt. Adams and Officer Berns
5/21/2019	Coffee with a COP
5/23/2019	Breakfast with a COP - Officer Larrison

Westfield Police Department
May 2019

Training

5/2/2019	Monthly K9
5/6-10/19	IMPD Leadership Academy - Officers Zosso and Rebollar
5/9/2019	Monthly ESU
5/13-14/19	Indiana School Safety Specialist Advanced - Officers Martin & Dougherty
5/20-21/19	Child Death Investigation - Det. Dine

DEVELOPMENT AGREEMENT

Deed Cross Reference Nos.: 2017-14838; 2018-23285; 2008-33194; 2017-61336

THIS DEVELOPMENT AGREEMENT is entered into this 26th day of June 2019, by and between the City of Westfield., Indiana, an incorporated municipality ("Westfield"), and DLM, LLC, a domestic limited liability company ("Developer") to provide for acquisition and development of real estate generally located west of Westfield Boulevard/Poplar St. and south of State Highway 32 (the "Real Estate").

WHEREAS, Westfield and Developer have come together to be collaborative; and

WHEREAS, Developer intends to develop or cause to develop, a mixed-use commercial development project on the Real Estate, owned by Developer and more particularly identified in the attached **Exhibit A1** (the "Moyer Property"); and

WHEREAS, Westfield is proposing to construct an extension of Westfield Boulevard from Park Street to David Brown Drive as illustrated in the attached **Exhibit B1** (the "Road Project") and an extension on the Midland Trace Trail from Mill Street to Westfield Boulevard as illustrated in **Exhibit B-2** (the "Trail Project"); and

WHEREAS, Westfield and Developer (collectively, the "Parties") agree to certain commitments subject to the terms of this Agreement; and

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1Right of Entry. Within seven (7) days after the execution of this Agreement the Developer shall execute a Right of Entry, as shown on **Exhibit C1** (the "Right of Entry"), which will allow Westfield to immediately access the portion of the Moyer Property needed to construct the Road Project, shown in **Exhibit D1** (the "Road Extension Property").

2 Right of Way Dedication.

- a. Within thirty (30) days after the execution of this Agreement, the Developer shall execute a Quit claim Deed to Westfield for the Road Extension Property. Westfield shall pay whatever costs are associated with conveying the Right of Way Dedication,

including the cost of any Survey.

- b. Within thirty (30) days after the execution of this Agreement, the Developer shall execute Quit Claim Deeds to Westfield for the portions of the Midland Trace Trail property needed to construct the Trail Project, identified in Exhibit D-2 (the "Trail Extension Property").

3 Right of Way Vacation. Westfield agrees to vacate the portion of Park Street right-of-way quit claim the Midland Trace Trail property shown in Exhibit E-1 (the "Vacation Property")

within sixty (60) after the City has: (a) acquired title to the portions of the Vacation Property; and (b) provided alternative access, if required by Indiana law, to the Mag Seven, LLC property to south of the Midland Trace Trail property. Westfield commits to using its best efforts to satisfy the aforementioned conditions precedent to the vacation of the Vacation Property, in all events, vacating the street and quit claiming the Midland Trail Property shall occur on or before May 1, 2021. At the time Developer desires to use the Vacated Property, Westfield agrees to provide access to Westfield Boulevard Extension to any affected property South of the Vacated Property. Westfield agrees to provide Developer with a Minimum Standards Survey of the Vacation Property (Exhibit E-1). Westfield agrees that no impact fees shall be assessed as a part of this conveyance.

4. **Parking Lot Lease Agreement.** Within seven (7) days after the execution of this Agreement, the Developer shall execute a lease of the property identified on **Exhibit F-1** (the "Leased Parking Area") for an amount not to exceed the property tax payment applicable to the Leased Parking Area as itemized below. Westfield shall pay lease payments to Developer semi-annually. Westfield will fund and construct any additional parking lot expansion and improvements on the Leased Parking Area during the lease period. The initial lease period shall be two, (2) years from the date the lease for the Leased Parking Area is executed (the "Initial Lease Period"). The lease period shall automatically renew for six (6) month periods after the Initial Lease Period, unless either Party provides the other six (6) months written notice of the lease termination. Either Party may terminate the lease without cause upon notice of termination in in writing to the other Party at least six (6) months prior to termination.

Parcel Number 09-09-01-02-07-002.000 - \$14,602.52	2018 Taxes payable in 2019
Parcel Number 09-09-01-02-02-024.000 - \$75.00	2018 Taxes payable in 2019
Parcel Number 09-09-01-02-02-020.000 - \$1,227.30	2018 Taxes payable in 2019
Parcel Number 09-09-01-02-02-022.000 - \$3,028.84	2018 Taxes payable in 2019
Parcel Number 09-09-01-02-02-001.101 - \$6,637.80	2018 Taxes payable in 2019
Parcel Number 0909010202021.000 - \$9,307.96	2018 Taxes payable in 2019
Parcel Number 09-09-01-02-02-023.000 - \$2,669.12	2018 Taxes payable in 2019
	2018 Taxes payable in 2019

The annual property tax payment may be adjusted according to the annual Hamilton County Tax and Assessment Statement applicable to each identified parcel.

5. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Jeremy Lollar
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

If to Developer:
DLM GJ, LLC
Attn: Daniel L. Moyer
14727 Thatcher Lane
Carmel, IN 46032

With a Copy to:
Krieg DeVault
Attn: Brian J. Zaiger
12800 North Meridian Street, Suite 300
Carmel, IN 46032

With a Copy to:
Coots, Henke & Wheeler, P.C.
Attn: E. Davis Coots
255 E. Carmel Drive
Carmel, IN 46032

Each Party represents that it has authority to enter into this Development Agreement binding each party. Execute the date and year first above written.

**Board of Public Works and Safety
City of Westfield, Indiana ("Westfield")
Hamilton County, Indiana**

By: _____
J. Andrew Cook

Date: _____

By: _____
Randy Graham

Date: _____

By: _____
Kate Snedeker

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:
Subscribed and Sworn before me this _____ day of _____, 20____.
Printed Name of Notary Public _____
My Commission Expires _____

DLM GJ, LLC (“Developer”)

By: _____

Name: _____

Title: _____

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this _____ day of _____, 20____.

Printed Name of Notary Public _____

My Commission Expires _____

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. Brian J. Zaiger

EXHIBIT A-1
“MOYER PROPERTY”



EXHIBIT B-1
“ROAD PROJECT”

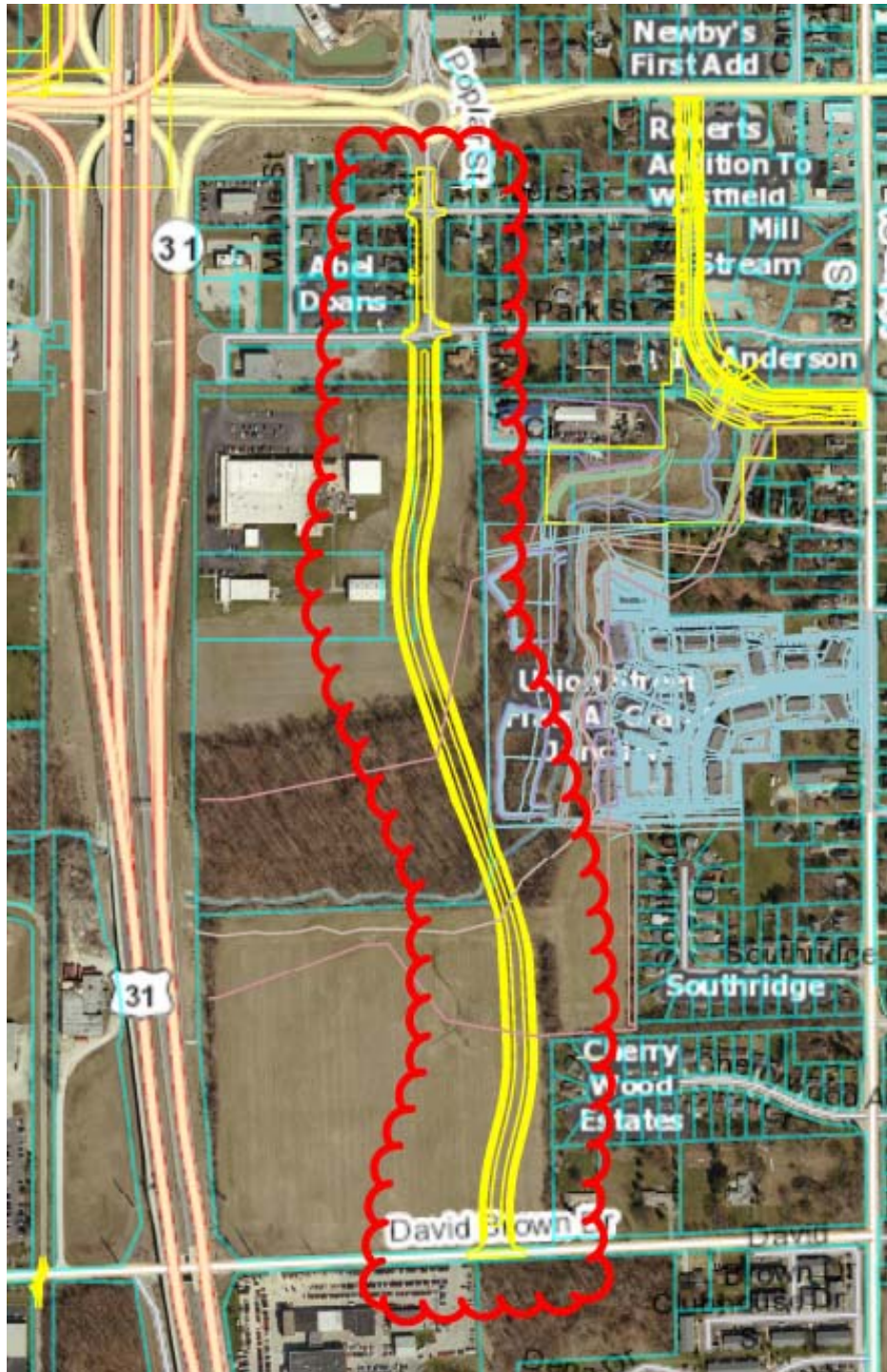


EXHIBIT B-2
“TRAIL PROJECT”



EXHIBIT C-1
“RIGHT OF ENTRY”

Right of Entry

WHEREAS, the City of Westfield of the State of Indiana wishes to construct a new roadway beginning south of State Road 32 at Park Street and Poplar Street and will run southerly to David Brown Drive. This roadway will run parallel to and east of US 31. This work may require major restoration to the property of the undersigned residing at Parcel No. 09-09-01-02-07-002.000, 515 W. Park Street, Westfield, Hamilton County, Indiana.

That this right of entry shall permit the City of Westfield through its employees, agents and contractors to proceed with the construction and do such acts thereon as would be permitted if the right of way had actually been obtained. The City agrees any such work shall be done in a manner to avoid any disruption of access to your property. That the undersigned waives no right to make claim for any damages for any acts which are outside the right of way limits and which would normally be the basis for an action for damages.

Restoration: In exercising any of the rights granted herein, the City of Westfield will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore your property to its condition immediately prior to the exercise of such rights contained herein.

Indemnity: The City of Westfield hereby agrees to indemnify and hold the undersigned harmless from and against any claims, costs, causes of action, losses, damages, expenses or liabilities (including, without limitation, attorney's fees and expenses) which may be suffered or incurred by the undersigned and arising out of, related to, caused by, resulting from or involving the entry onto, or the presence on or activities on the premises by the City of Westfield or any of the City of Westfield's employees, officers or directors, contractors and agents, including, without limitation, any claim for labor or materials or injury or death to persons or damage to property, while exercising its rights hereunder.

IN WITNESS THEREOF the undersigned has hereto set his hand and seal this

_____ day of _____, 2018.

Owner Signature

Printed Name

Date

EXHIBIT D-1
“ROAD EXTENSION PROPERTY”

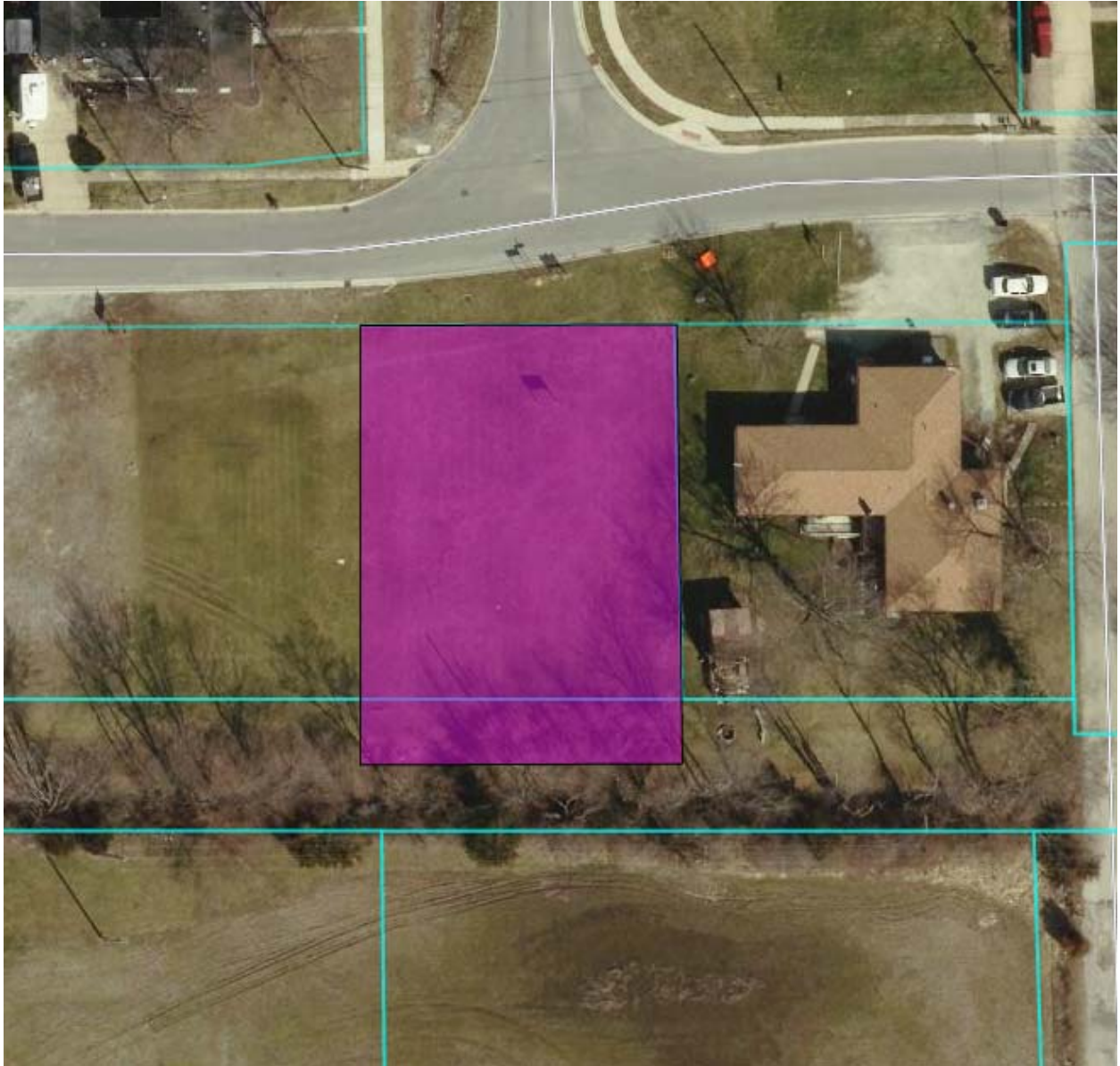


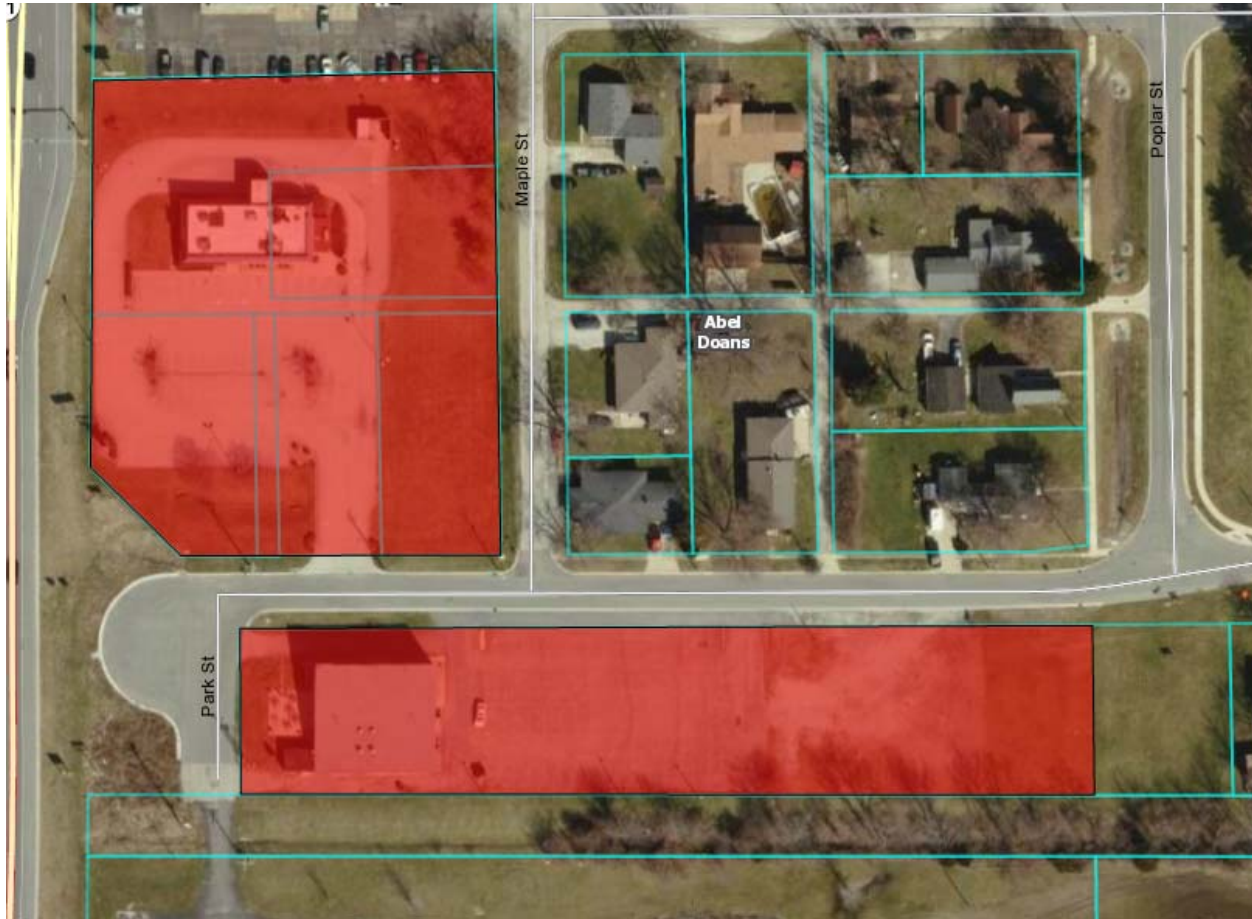
EXHIBIT D-2
“TRAIL EXTENSION PROPERTY”



EXHIBIT E-1
“VACATION PROPERTY”



EXHIBIT F-1
“LEASED PARKING AREA”





June 26, 2019

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:

- Lennar Homes of Indiana, Coventry, Section 2, Bond #30072919, \$37,413.00, Erosion Control
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167066, \$21,072.92, Sidewalks
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167065, \$109,000.10, Storm
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167064, \$218,487.89, Streets/Curbs
- CCD Harmony, Harmony, Section 6, Bond #LICX1167069, \$9,251.00, Sidewalks
- CCD Harmony, Harmony, Section 6, Bond #LICX1167068, \$196,023.30, Storm
- CCD Harmony, Harmony, Section 6, Bond #LICX1167067, \$147,367.70, Streets/Curbs
- CCD Harmony, Harmony, Section 6, Bond #LICX1167070, \$33,139.05, Erosion Control

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:

- Midwest Paving, Bond #7656827, \$1,947,316.25, 2018 Resurfacing Project

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:

- Pride One Construction Services, LLC, Templeton Ridge, Bond #30061314, \$9,233.12, Streets & Curbs

Maintenance Bond Release

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

- None

Cash In Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider accepting the following Cash In Lieu by the requested developer:

- WOFH Westfield, Wendy's at Chatham Commons, \$2,708.50, Streets/Curbs, Storm Sewer, Sidewalk, Trail, & Erosion Control
- KC Real Estate Parking Lot Expansion, \$6.16, Erosion Control