



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_05_27_2020

Wednesday, May 27, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 27, 2020 at 01:00 PM

MEETING PLACE: Virtual Conference Call

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 April 22, 2020 Minutes

Documents: [Minutes - April 22, 2020](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Stephen M. & Linda L Osborne & City of Westfield - Right-of-Way Dedication for Emory Trace Passing Blister - North Side of 186th Street

Documents: [ROW Dedication - Emory Trace](#)

Action Item #3:

Cardno & City of Westfield, 161st & Union Streets Round-A-Bout - Change Order #3

Documents: [161st & Union RAB Change Order #3](#)

Action Item #4:

Midwest Paving & City of Westfield – 2020 Resurfacing Contract for Goods & Services

Documents: [2020 Resurfacing Contract](#) | [Resurfacing Map](#)

Action Item #5:

Alt & Witzig Engineering & City of Westfield – Asphalt Density Testing & Inspection Services

Documents: [Alt & Witzig Engineering - Asphalt Density Testing](#)

Action Item #6:

GT Property Development & City of Westfield - RIF Credit Agreement - Gristmill Crossing – Tournament Trail

Documents: [Gristmill RIF Agreement](#)

Action Item #7:

Leslie Coatings & City of Westfield – Quaker Park – Proposal for Pickleball Court

Documents: [Pickleball Court Proposal](#)

Action Item #8:

Ackerson Family Farms, LLC, - Bordeaux Walk Developer, LLC, & City of Westfield, Right-of-Way Dedication for Bordeaux Walk Passing Blister

Documents: [Bordeaux Walk ROW Dedication](#) | [Bordeaux Walk - Special Warranty Deed](#)

Action Item #9:

Vectren Energy Delivery & City of Westfield – East Street Project – Reimbursement Agreement

Documents: [Reimbursement Agreement](#)

Permit Approval

Action Item #10:

Encroachment Application – Duke Energy – Along Oak Road from 161st Street to South of Cool Creek

Documents: [Duke Encroachment Application](#)

Action Item 11:

This Item Moved to Future Meeting

Encroachment Application – Duke Energy – Pole Relocation – Springmill Station Flats

Documents: [Duke Energy Encroachment Application](#)

Consent Agenda

WPWD - Equipment Trade In

Documents: [Best Equipment Bid](#) | [Brown Equipment Bid](#) | [Schwarze Ind Bid](#)

WPWD - Tractor Purchase

Documents: [Roudebush Equipment](#) | [John Deere Quote](#) | [Bane Welker Quote](#)

Grand Park - Tractor Purchase

Documents: [Grand Park Tractor Purchase Quote](#)

May Bond Information
Documents: [May - Bond List](#)

Department Reports

Fire

Police
Documents: [WPD - April Report](#)

Public Works

DEDICATION OF PUBLIC RIGHT-OF-WAY

Steven M and Linda L Osborne (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Westfield, Hamilton County, Indiana (the "Grantee"), on behalf of and for the public, for use as a right-of-way for public road purposes, the following described real estate situated in Hamilton County, Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

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

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right-of-way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right-of-way hereby granted against all claims.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 16 day of April, 2022

GRANTOR:


Steven M Osborne


Linda L Osborne

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Steven M Osborne and Linda L Osborne, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Dedication of Public Right-of-Way.

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

(Signature) _____

(Printed Name) _____

Notary Public residing in: _____ County
My Commission Expires: _____

ACCEPTANCE

WHEREAS, Steven M Osborne and Linda L Osborne have this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

WHEREAS, Grantee finds that the Dedication is desirable and necessary.

NOW THEREFORE, the Director of Public Works of Grantee under and by virtue of the power conferred by the Board of Public Works (Ordinance _____) for and on behalf of Grantee, accepts said Dedication this _____ day of _____, 20____, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

GRANTEE:
City of Westfield, Hamilton County, Indiana

Jeremy Lollar
Director of Public Works

ATTEST:

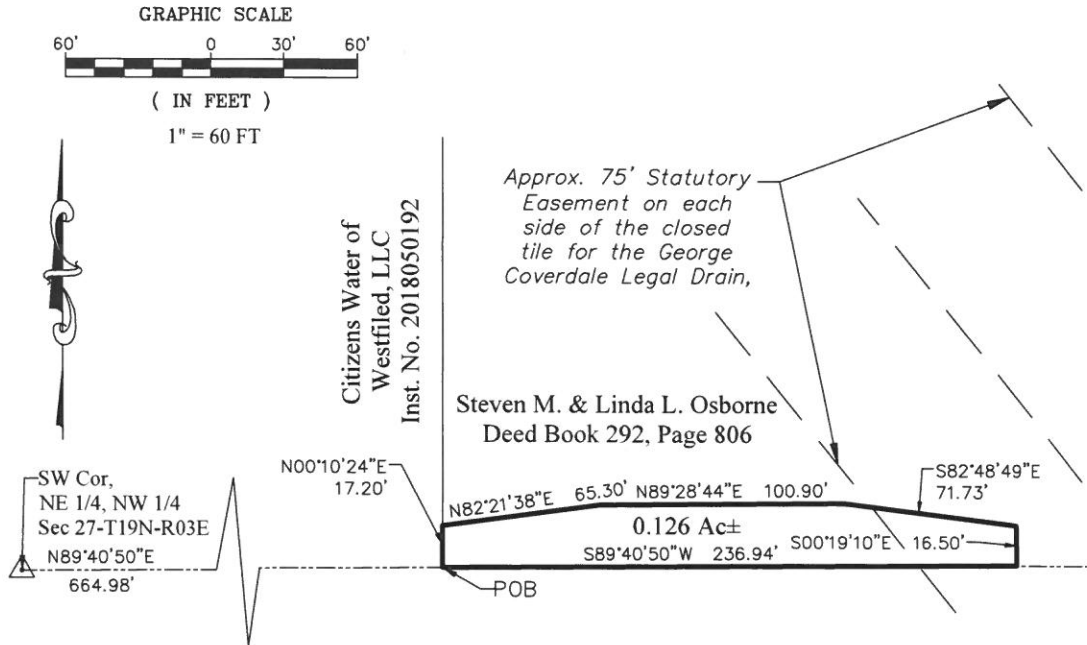
By: _____

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, Timothy J Walter.

This instrument prepared by Timothy J Walter, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

Exhibit A

Right-of-Way Exhibit



A part of the Northeast Quarter of the Northwest Quarter of Section 27, Township 19 North, Range 05 East, in Washington Township, Hamilton County, Indiana being more particularly described as follows:

Commencing at the Southwest corner of said Quarter-Quarter Section; thence North 89 degrees 40 minutes 50 seconds East, along the South line of said Quarter-Quarter Section, a distance of 664.98 feet to the Southeast corner of the land described in Instrument Number 2018050192 in the Office of the Hamilton County Recorder, said point also being the POINT OF BEGINNING of this description; thence North 00 degrees 10 minutes 24 seconds East, along the East line of said land a distance of 17.20 feet; thence North 82 degrees 21 minutes 38 seconds East a distance of 65.30 feet; thence North 89 degrees 28 minutes 44 seconds East a distance of 100.90 feet; thence South 82 degrees 48 minutes 49 seconds East a distance of 71.73 feet; thence South 00 degrees 19 minutes 10 seconds East a distance of 16.50 feet to the South line of said Quarter-Quarter Section; thence South 89 degrees 40 minutes 50 seconds West, along said South line, a distance of 236.94 feet to the Point of Beginning, containing 0.126 acres more or less.

Bruce E. Strack
Bruce E. Strack
Registered Land Surveyor
Indiana No. 20200057
Certified: April 8, 2020



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.

 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 85360PLA-S1	PAGE 1 OF 1 SHEETS
	DRAWN BY: JAB	
	CHECKED BY: BES	
	DATE DRAWN: 04/08/20	
	FIELDWORK DATE:	

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 22, 2020

The Westfield Board of Public Works and Safety met on April 22, 2020 via virtual conference call. Present were Randy Graham, Jim Ake, Mayor Cook, Kim Strang Deputy Clerk and Brian Zaiger Legal Counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the March 25, 2020 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: A&F Engineering & City of Westfield=161st Street & Monon Trail HAWK Traffic Study-Proposal

Johnathon Nail presented stating this would allow A&F Engineering to conduct up to 6 hours of both a vehicular and pedestrian traffic count along 161st Street near the Monon Trail (both weekdays & weekends included). The purpose of the study is to see if the HAWK system would work as an option for this area. Cost of the study is \$6,280.00.

Mayor Cook made the motion to approve the study proposal. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #3: Lochmueller Group & City of Westfield-East Street and Environmental Supplemental-Amendment #2

Johnathon Nail presented stating this would allow a Note to File be submitted due to the amount of the temporary and permanent right-of-way being reduced and a fire truck turnaround area being added to the project. The amendment increases the contract by \$5,200 making the new total \$116,300.00.

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

Action Item #4: United Consulting & City of Westfield-Monon Bridge Over SR 32-Inspection Supplemental #1

Johnathon Nail presented stating this allows for hand rails, and additional lightening on the bridge adding additional time for completion. The increase takes the contract from \$438,700.00 to \$505,400.00. Mayor Cook asked if the additional cost was necessary given there was little construction activity over the winter months. Johnathon explained that despite decreased construction activity, there are still regular reports that are required to be filed during an active project.

Mayor Cook made the motion to approve Inspection Supplemental #1. Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #5: INDOT & City of Westfield-East Street North Extension-Final Plan Approval

Johnathan Nail presented stating this is the final stage before the start of the project. The project details were outlined. Given the circumstances of COVID-19, the Mayor can be the single sign-off designee for the approval.

Randy Graham made the motion to approve the plans and give the Mayor the single signing authority. Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #6: Chatham Hills LLP & City of Westfield-Road Impact Fee Credit Agreement

Jeremy Lollar presented stating the City desires to have the developer construct Chad Hittle Boulevard and a pedestrian bridge over Tomlinson Road in exchange for a road impact fee credit not to exceed the cost of the improvements. (Estimated @ \$6,450,419.39)

Jim Ake motion to approve to approve the RIF agreement. Mayor Cook seconded. Vote: Yes-3; No -0. Motion carried.

Action Item #7: JND Construction & City of Westfield-Sun Park Drive Sidewalk-Good & Services Contract

Michael Pearce presented stating JND was the lowest out of 4 bids that were received (estimated at \$109,511.44) to install new sidewalks along Sun Park Drive between Tournament Trail and 181st Street. The project would also include curb removal and replacement, ADA ramps, and driveway restoration. The project cost will be covered by the Hamilton County Community Development Block Grant Program,

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

Action Item #8: Pulte Homes of Indiana & City of Westfield-Claiborne Farms Road Impact Fee Credit Agreement

Jeremy Lollar presented stating the City wishes the developer to reconstruct 151st Street from Towne Road to the western limits of Claiborne Farms in exchange for road impact fee credits not to exceed \$1,200,000 without additional approval by the city.

Randy Graham made the motion to approve the RIF agreement. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried

PERMIT APPROVAL

Action Item #9: Encroachment Permit TCS Communications-17701 Spring Mill Road

Johnathan Nail presented stating this is an encroachment permit to allow the placement of new underground Fiber Optic Cable along Spring Mill Road.

Mayor Cook made the motion to approve the encroachment permit. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

WPD: Approval to Hire Officers: William Henry Ottenweller & Lindsay Bevilaqua

WPD: Approval of Vehicle Trade/Disposal

Primrose School at Bridgewater & City of Westfield-RIF Agreement Payment Extension

April Bond Information

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

DEPARTMENT REPORTS:

Fire- No report

Police- Chief Rush

Public Works- Jeremy

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:32 PM

Project Name: 161st and Union Round-a-bout

Project Number / Phase: J175336600 / Ph 18

Date: January 7, 2020

Change Order Number: 3

Prepared For: Nicky Kalck, Etica Group

Project Manager: Tammy Miller, Cardno

Change Requested:

The additional services pertain to preparing the environmental documentation (NEPA Document) in accordance to current INDOT standards and guidelines. Cardno performed additional coordination and tasks in development of the Categorical Exclusion, doing so immediately to keep from delaying the project schedule. This additional coordination and these tasks were not included in the original project scope.

Two of the factors that increased the level of effort of the environmental documentation were threatened and endangered species impacts and impacts to Section 4(f) resources. Due to the determination that the project *may effect, not likely to adversely affect* listed bat species, additional coordination was completed with both INDOT and USFWS to ensure compliance with the Programmatic Agreement between INDOT and USFWS. The transfer of right-of-way from Liberty Park to transportation use triggered additional Section 4(f) coordination to obtain a *de minimis* finding from the FHWA. These impacts furthermore increased the CE level from a 3 to a 4. The original scope of work did not include this level of coordination for endangered species, did not include Section 4(f) Coordination, and only included completion up to a CE level 3.

Total Fixed Fee for this Change Order: \$9,100.00

Change Approved By:

Signature

Printed Name/Title

Company

Authorization Date

Cardno, Inc.

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 8th day of June 2020, by and between City of Westfield (“Contracting Party”) and Midwest Paving, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Various thoroughfare and residential streets throughout Westfield, Indiana 46074 (the “City Property”)
 - (c) Schedule: To start June 15th, 2020. Date by which the Services shall be completed:
 - a. Substantial completion: October 23rd, 2020.
 - b. Project Completion: November 22nd, 2020 (the “Completion Date”).
 - (d) Purchase Price: One Million Nine Hundred Eighty-Five Thousand Six Hundred Eighty-Nine Dollars and 80/100, \$1,985,689.80 (see Proposal dated 05.12.20 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 2020 Resurfacing Project” dated April 13, 2020 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated May 6, 2020

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Dustin Shoe
2706 East 171st Street
Westfield, Indiana 46074

dshoe@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Midwest Paving, LLC
16105 River Road
Noblesville, IN 46062

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this

Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30)

days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2020.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

Midwest Paving, LLC
16105 River Road
Noblesville, IN 46062

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ❑ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ❑ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ❑ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ❑ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ❑ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ❑ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ❑ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ❑ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ❑ Perform work with least possible disturbance to occupants of existing facilities.
- ❑ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ❑ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor’s operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ❑ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ❑ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 05.12.20

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2020 Resurfacing Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2020 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, full depth patching, resurfacing, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2020 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be substantially complete with the base bid work within 130 calendar days after the notice to proceed has been issued. All work shall therefore be complete within 30 calendar days of substantial completion. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial):



The remainder of this page is intentionally left blank

Project Description

Base Bid

- **169th Street / David Brown Drive from Oak Ridge Road to Union Street (Appendix B)**
 - 4" Mill
 - Resurface - 1.5" HMA Surface on 2.5" HMA Intermediate
- **Casey Road from Ditch Road to 186th Street (Appendix C)**
 - 2" Mill and Resurface
 - Multiple full depth patches
 - Widening
 - Wedge and Leveling
- **Crestview Subdivision (Appendix D)**
 - Reconstruction of roadway
 - Remove existing asphalt plus 6" of subgrade
 - 1.5" HMA Surface on 5" HMA Intermediate on Subgrade Treatment, Type II on Geogrid
- **Maple Knoll Subdivision (Appendix E)**
 - 4" Mill
 - Resurface - 1.5" Surface on 2.5" Intermediate
- **Woodshire Subdivision (Appendix F)**
 - Multiple full depth patches
 - Scarification Milling
 - 1.5" HMA Surface

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 125,158.00	\$ 125,158.00
2	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	21,582	\$ 13.00	\$ 280,566.00
3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	23,198	\$ 4.50	\$ 104,391.00
4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	408	\$ 50.00	\$ 20,400.00
5	304-07490	HMA PATCHING, TYPE B	TON	879	\$ 90.00	\$ 79,110.00
6	304-07493	WIDENING WITH HMA, TYPE B	TON	185	\$ 90.00	\$ 16,650.00
7	306-08036	MILLING, ASPHALT, 2 IN	SYS	8,923	\$ 1.30	\$ 11,599.90
8	306-08038	MILLING, ASPHALT, 4 IN	SYS	26,771	\$ 3.00	\$ 80,313.00
9	306-08042	MILLING, SCARIFICATION	SYS	12,100	\$ 0.75	\$ 9,075.00
10	306-12357	MILLING, ASPHALT, 6.5 IN	SYS	21,582	\$ 4.50	\$ 97,119.00
11	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	5,448	\$ 68.00	\$ 370,464.00
12	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	741	\$ 70.00	\$ 51,870.00
13	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	10,861	\$ 60.00	\$ 651,660.00
14	402-07451	HMA WEDGE AND LEVEL, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	86	\$ 60.00	\$ 5,160.00
15	406-05521	ASPHALT FOR TACK COAT	TON	29	\$ 1.00	\$ 29.00
16	720-94841	CASTING, VALVE, ADJUST TO GRADE	EA	8	\$ 1,350.00	\$ 10,800.00
17	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 50,000.00	\$ 50,000.00
18	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	14,112	\$ 0.55	\$ 7,761.60
19	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	14,206	\$ 0.55	\$ 7,813.30
20	808-75272	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	96	\$ 20.00	\$ 1,920.00

21	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	69	\$ 20.00	\$ 1,380.00
22	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	2	\$ 400.00	\$ 800.00
23	808-75330	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	2	\$ 600.00	\$ 1,200.00
24	808-75996	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	30	\$ 15.00	\$ 450.00
Total						\$ 1,985,689.80

Base Bid Amount in words for 2020 Resurfacing Project:

One million nine hundred eighty five thousand six hundred eighty nine Dollars and 80 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Ninety nine thousand two hundred eighty four and 49/100
Dollars (\$ 99,284.49),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 (5/6/2020) is hereby acknowledged.

Respectfully submitted,

Midwest Paving, LLC
Contractor
(Individual ☐) (Partnership ☒)
or (Corporation ☐)

By Matt Kelley

Title President

Dated:

May 12, 20 20 Address 16105 River Road
Noblesville, IN 46062

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

**2020 Resurfacing Project
WESTFIELD, INDIANA**

ADDENDA NO. 1

DATE: May 6, 2020

To All Plan Buyers of Record:

The following items have been included:

- Contractor Questions and Answers

Should you desire to submit a bid, please do so on the basis of the information set out above.

Dustin Shoe
City of Westfield
Email: dshoe@westfield.in.gov
Phone: 317-450-6765

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Contractor Questions:

Q1: The process of construction of Crestview Subdivision is not very clear. We need clarification on Maintenance of Traffic, Will the local traffic be allowed to travel on the subgrade treatment? If built ½ at a time do asphalt wedges need to be placed at the 6 inch drop off?

A1: Local traffic should not be allowed to travel on the existing subgrade treatment if at all possible. Wedges of some kind will need to be utilized to maintain access for residents. The type of material used is up to the contractor. Local traffic can drive on the new subgrade treatment (Compacted Aggregate No. 53s).

Q2: What are the limits of the widening on Casey Road? I can't find any description of the widening. All I can assume is that the area is the same as the Geogrid. I just need to know where it is located on Casey Rd and the length and width of it.

A2: There are multiple areas that will be widened. A list with dimensions is below.

- **NE corner of Casey Road and 186th Street**
 - **.5 x 30' x 17'**
- **SE corner of Casey Road and 186th Street**
 - **.5 x 22' x 25' + 28' x 4'**
- **West side of Casey Road starting at 186th Street and head South to first decel taper**
 - **640' x 6' (5' widening plus 1' into existing pavement)**
- **West side of Casey Road between William Trace Blvd and Crosswater Way**
 - **2' x 160' + 5' x 140'**

Q3: Will a "non wet" signature be acceptable on bid bond as well as potentially other bid documents.

A3: Electronic signatures will be accepted on all items for this project due to COVID-19.

Q4: Can you please provide a typical section and a location on each street for items #4(Compacted Aggregate, No. 53) and #6(Widening With HMA, Type B

A4: See answer A2 above for locations. The pavement section associated with this will be 5.5" HMA Base 25.0 mm on 12" Compacted Aggregate, No. 53 on Geogrid (if determined necessary). The HMA Intermediate and Surface will be placed on top of the widening. Those quantities are included in the associated pay items.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2020 Resurfacing Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2020 Resurfacing Project, hereinafter referred to as the “Project”;

WHEREAS, Midwest Paving, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Midwest Paving, LLC, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	2020 Resurfacing
Westfield Project Number:	2010001
Westfield Project Manager:	Dustin Shoe
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Indianapolis • Indiana • 46032

Ph (317) 875-7000 • Fax (317) 876-3705

April 17, 2020

City of Westfield
2706 East 171st Street
Westfield, Indiana 46074
Attention: Mr. Dustin Shoe

Re: Construction Materials
Testing & Inspection Services
Street Resurfacing Projects
Westfield, Indiana
Proposal No. 201140

Mr. Shoe,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the asphalt density testing required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the Schedule of Services and Fees for Construction Quality Control listed below.

FIELD TESTING AND INSPECTION SERVICES

Senior Engineering Technician to perform inspection and testing of asphalt.

Regular Time	\$ 41.00 hour
Overtime.....	\$ 55.00 hour
Non-Nuclear Pavement Quality Indicator (PQI)	\$150.00 day

Mileage costs are charged portal-to-portal, \$ 0.60 per mile from our nearest office/laboratory. A one-day notice is preferred for scheduling field services. A 3 hour minimum will apply to all visits made to the site. The normal workday is 7:00 a.m. to 6:00 p.m., overtime rates will be applicable for services performed outside of these hours, over 8 hours per day within this period, and on Saturdays, Sundays, and holidays.

Offices:

Cincinnati • Columbus • Dayton, Ohio
Evansville • Ft. Wayne • Indianapolis • Lafayette • Merrillville/South Bend, Indiana

***Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services***



It is our understanding that the budget for testing on this portion of this project has been set to \$10,000. We will not exceed this amount without your approval.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Jacob L. Rankin'.

Jacob L. Rankin, M.Eng., P.E.
Project Engineer

Offices:

Cincinnati • Columbus • Dayton, Ohio
Evansville • Ft. Wayne • Indianapolis • Lafayette • Merrillville/South Bend, Indiana

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*

ROAD IMPACT FEE CREDIT AGREEMENT

This **ROAD IMPACT FEE CREDIT AGREEMENT** (this “Agreement”) is made and entered into as of the 27th day of May, 2020, by and between the **CITY OF WESTFIELD, INDIANA**, an incorporated municipality (“City”) and **GT PROPERTY DEVELOPMENT, LLC** (“Developer”) (collectively, the “Parties”) as follows:

WHEREAS, City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, City has adopted the Westfield-Washington Township Comprehensive Plan which provides for the future development and expansion of certain roadways within City’s planning and zoning jurisdiction (the “Thoroughfare Plan”);

WHEREAS, Developer is required to dedicate right-of-way and provide connectivity of streets with existing or planned streets with adjacent properties pursuant to the Westfield-Washington Township Unified Development Ordinance (the “Unified Development Ordinance”) and the Thoroughfare Plan; and,

WHEREAS, Developer intends to develop the real estate located north of State Highway 32 and west of Ditch Road, and more particularly identified in **Exhibit A** (the “Real Estate”) as a mixed-use development, as generally depicted in **Exhibit B** (the “Concept Plan”) and the secondary plat recorded as Instrument No. 2019022514 in the Office of the Recorder of Hamilton County, Indiana (the “Secondary Plat”); and,

WHEREAS, Developer intends to develop the real estate more particularly identified in **Exhibit C** (“Gristmill Residential Real Estate”) as two residential subdivisions to be known as “Gristmill Trails” and “Gristmill Villas” (collectively, “Gristmill Residential District”), as generally depicted on the Concept Plan and containing one hundred and seventy-five (175) single-family dwellings; and,

WHEREAS, Developer intends to develop the real estate more particularly identified in **Exhibit D** (“Gristmill Commercial Real Estate”) as a commercial development and business park to be known as “Gristmill Crossing”, as generally depicted on the Concept Plan; and,

WHEREAS, as part of the development of the Real Estate, City requires Developer to construct and dedicate to the City an access road in accordance with Article 5.3(F) of the Unified Development Ordinance (“Tournament Trail”); and,

WHEREAS, as part of the development of the Real Estate, City requires Developer to construct and dedicate to the City an alternative transportation corridor consisting of a linear

greenway and trail in accordance with Article 5.3(K) of the Unified Development Ordinance (“SR32 Greenway Trail”); and,

WHEREAS, Developer has provided plans to City for the phased construction of Tournament Trail and the SR32 Greenway Trail (collectively, the “Public Infrastructure”) through the Real Estate, as generally depicted in the Infrastructure Exhibit, attached hereto as **Exhibit E**; and,

WHEREAS, the real estate for the Public Infrastructure has been dedicated to the City concurrently with the recording of the Secondary Plat; and,

WHEREAS, as part of the development of the Real Estate, road impact fees are assessed and required to be paid to City in accordance with City Ordinance 17-43 (the “Road Impact Fees”); and,

WHEREAS, in accordance with Indiana Code § 36-7-4-1335 et. seq., City has agreed to road impact fee credits or disbursements (“RIF Amounts”) in exchange for Developer constructing the Public Infrastructure and dedicating the land for the Public Infrastructure; and,

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1) Design and Construction of Infrastructure.

- a) Developer shall, at its sole expense, design and construct the Public Infrastructure. Design and construction of the Public Infrastructure by Developer may be phased and shall be subject to any applicable permits, financial guarantees and inspections by City. Developer has provided and City has approved the construction plans for the first phase of the Public Infrastructure. Developer shall provide construction plans for the subsequent phase(s) of the Public Infrastructure to City for review and approval. Construction of the Public Infrastructure shall be subject to any applicable permits, financial guarantees and inspections by City.
- b) Developer has dedicated the right-of-way for the Public Infrastructure (the “Right-of-Way”) at the time the Secondary Plat for the Real Estate was recorded, and the Developer incurred the costs of preparing and recording the Secondary Plat.

2) Road Impact Fee Credits.

- a) Developer has prepared and submitted an estimated cost to construct the Public Infrastructure of One Million Eight Hundred Seventy-Two Thousand Six Hundred and Fifty-Eight Dollars and 00/100 (\$1,872,658.00) (the “Public Infrastructure Costs”), attached hereto as **Exhibit F** (the “Summary Sheet”).
- b) The road impact fees estimated to be generated by the development of Real Estate and assessed and paid to City are summarized in the Summary Sheet (the “Estimated Road Impact Fees to be Generated”). The Estimated Road Impact Fees to be Generated are anticipated to exceed the Public Infrastructure Costs.

- c) In consideration for the dedication and construction of the Public Infrastructure, City agrees to issue a road impact fee credit or disbursements to Developer in the amount of the Public Infrastructure Costs (the “RIF Credit”).
 - d) Developer agrees to not seek a RIF Credit for the fair market value of the dedicated land for the Public Infrastructure.
 - e) The RIF Credit may be used and applied by Developer or its assignees as a credit against road impact fees payable to City in connection with the construction of buildings on the Real Estate. The Parties acknowledge and agree that any improvement location permits issued prior to the full execution of this Agreement were issued in contemplation of this Agreement; and, as such, City shall not charge Developer a road impact fee for any anticipated permits to be issued to Developer and shall reimburse or disburse Developer for road impact fees otherwise paid with the issuance of an improvement location permit for a building on the Real Estate.
- 3) Conditions Precedent to Obligations. The obligations of City and Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the construction plans for the Public Infrastructure, by Developer, or its successors and assigns and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the Parties shall have no further responsibility or obligation to each other under this Agreement.
- 4) Authority. Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.
- 5) Remedies. In the event of either City's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys' fees. The parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should the City file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.

- 6) Notices. 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:

City of Westfield
Attn: Jeremy Lollar,
Director of Public Works
2706 East 171st Street
Westfield, Indiana 46074

With a copy to:

Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, Indiana 46032

If to Developer:

GT Property Development, LLC
c/o William Tres Development, LLC
Attn: Travis W. May
P.O. Box 189
Westfield, Indiana 46074

With a copy to:

**[Remainder of page intentionally left blank;
signature pages follow.]**

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

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Jim Ake, 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 parties, 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 _____, 2020.

Printed Name of Notary Public _____

My Commission Expires _____

GT Property Development LLC (“Developer”)

By: _____
Travis W. May , its Managing Member

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 _____, 2020.

Printed Name of Notary Public _____

My Commission Expires _____

This instrument was prepared by: Brian J. Zaiger, Esq. , Krieg Devault, LLP , (317) 238-6266.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Brian J. Zaiger.

EXHIBIT A
REAL ESTATE

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER SOUTH 00 DEGREES 13 MINUTES 24 SECONDS WEST (ASSUMED BEARING) 1247.07 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS EAST 21.67 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 73 DEGREES 10 MINUTES 14 SECONDS EAST 137.99 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 52 DEGREES 12 MINUTES 06 SECONDS EAST 310.95 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE SOUTH 88 DEGREES 34 MINUTES 42 SECONDS EAST 283.05 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 370.52 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" ON THE NORTH LINE OF THE PROPERTY DESCRIBED IN INSTRUMENT NO. 9207276 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 639.81 FEET TO A 5/8-INCH REBAR WITH YELLOW CAP STAMPED "MILLER SURVEYING" SET ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 09 MINUTES 01 SECONDS EAST 659.22 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 1320.57 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER NORTH 89 DEGREES 20 MINUTES 01 SECONDS EAST 1193.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE DITCH ROAD EXTENSION AS DESCRIBED IN INSTRUMENT NO. 2014034600 IN SAID RECORDER'S OFFICE, THE NEXT 12 COURSES ARE ALONG SAID RIGHT OF WAY LINE; 1) THENCE SOUTH 27 DEGREES 00 MINUTES 18 SECONDS WEST 245.64 FEET; 2) THENCE SOUTH 66 DEGREES 47 MINUTES 57 SECONDS WEST 100.50 FEET; 3) THENCE SOUTH 72 DEGREES 30 MINUTES 35 SECONDS WEST 237.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 625.00 FEET BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 43 DEGREES 10 MINUTES 25 SECONDS WEST AND A LENGTH OF 612.41 FEET; 4.) THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 40 MINUTES 19 SECONDS, AN ARC DISTANCE OF 640.01 FEET; 5) THENCE SOUTH 13 DEGREES 50 MINUTES 16 SECONDS WEST 383.60 FEET; 6) THENCE SOUTH 14 DEGREES 40 MINUTES 47 SECONDS WEST 19.05 FEET; 7) THENCE SOUTH 13 DEGREES 49 MINUTES 53 SECONDS WEST 90.18 FEET TO THE POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2060.28 FEET BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 10 DEGREES 27 MINUTES 42 SECONDS WEST AND A LENGTH OF 242.65 FEET; 8) THENCE SOUTHERLY

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 45 MINUTES 07 SECONDS 242.79 FEET; 9) THENCE SOUTH 05 DEGREES 27 MINUTES 06 SECONDS WEST 10.39 FEET TO A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2060.00 FEET BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 04 DEGREES 50 MINUTES 26 SECONDS WEST AND A LENGTH OF 173.99 FEET; 10) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEGREES 50 MINUTES 26 SECONDS 174.04 FEET; 11) THENCE SOUTH 01 DEGREES 57 MINUTES 22 SECONDS WEST 307.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10,060.00 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 00 DEGREES 53 MINUTES 18 SECONDS WEST AND A LENGTH OF 375.00 FEET; 12) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 09 SECONDS, AN ARC DISTANCE OF 375.02 FEET; 13) THENCE SOUTH 00 DEGREES 10 MINUTES 47 SECONDS EAST 190.52 FEET; 14) THENCE SOUTH 43 DEGREES 40 MINUTES 10 SECONDS WEST 72.17 FEET TO THE NORTH LINE OF STATE ROAD 32 AS DESCRIBED IN INSTRUMENT NO. 2008032205 IN SAID RECORDER'S OFFICE; THENCE SOUTH 83 DEGREES 36 MINUTES 05 SECONDS WEST 117.25 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 32 AS DESCRIBED IN INSTRUMENT NO. 2017056244 IN SAID RECORDER'S OFFICE, THE NEXT THREE COURSES AREA LONG SAID RIGHT OF WAY LINE; 1) THENCE SOUTH 89 DEGREES 22 MINUTES 48 SECONDS WEST 373.68 FEET; 2) THENCE SOUTH 88 DEGREES 15 MINUTES 06 SECONDS WEST 190.03 FEET; 3) THENCE SOUTH 00 DEGREES 37 MINUTES 12 SECONDS EAST 35.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST 1257.80 FEET TO THE WEST LINE OF THE PARCEL DESCRIBED IN INSTRUMENT NO. 9132480; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 09 MINUTES 03 SECONDS EAST 264.00 FEET TO A 5/8-INCH REBAR; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST 168.63 FEET TO THE WEST LINE OF THE PARCEL DESCRIBED IN INSTRUMENT NO. 9132479; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 1030.52 FEET TO A 5/8-INCH REBAR; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST 646.50 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 105.48 FEET TO THE PLACE OF BEGINNING, CONTAINING 133.95 ACRES, MORE OR LESS.

EXHIBIT B
CONCEPT PLAN



EXHIBIT C
GRISTMILL RESIDENTIAL REAL ESTATE

BLOCK 1, GRISTMILL CROSSING, AS RECORDED ON MAY 31, 2019 IN PLAT CABINET 5, SLIDE 978, INSTRUMENT NUMBER 2019022514, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXHIBIT D
GRISTMILL COMMERCIAL REAL ESTATE

THE FOLLOWING DESCRIPTION WAS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W150193, DATED OCTOBER 23, 2018.

PART OF THE SOUTHEAST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE HARRISON MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ON THE WEST LINE OF SAID SOUTHEAST QUARTER NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST (ASSUMED BEARING) A DISTANCE OF 1400.00 FEET TO A MAG NAIL AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 46 MINUTES 36 SECONDS EAST A DISTANCE OF 21.67 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 73 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 137.99 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 52 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 310.95 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE SOUTH 88 DEGREES 34 MINUTES 42 SECONDS EAST A DISTANCE OF 283.05 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING"; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST 203.75 FEET TO A POINT IN LITTLE EAGLE CREEK DRAIN, THE FOLLOWING 7 CALLS ALONG SAID CENTERLINE OF LITTLE EAGLE CREEK DRAIN, MORE OR LESS; 1) THENCE SOUTH 63 DEGREES 15 MINUTES 09 SECONDS EAST A DISTANCE OF 89.80 FEET; 2) THENCE SOUTH 53 DEGREES 23 MINUTES 32 SECONDS EAST A DISTANCE OF 489.16 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET; 3) THENCE ALONG SAID CURVE A DISTANCE OF 240.90 FEET, HAVING A CHORD THAT BEARS SOUTH 72 DEGREES 33 MINUTES 43 SECONDS EAST 236.43 FEET; 4) THENCE NORTH 88 DEGREES 17 MINUTES 02 SECONDS EAST A DISTANCE OF 1011.64 FEET; 5) THENCE SOUTH 64 DEGREES 48 MINUTES 08 SECONDS EAST A DISTANCE OF 55.53 FEET; 6) THENCE SOUTH 47 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 358.81 FEET; 7) THENCE SOUTH 45 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 154.44 FEET TO A POINT ON THE WEST RIGHT OF WAY OF DITCH ROAD AND A CURVE TO THE LEFT HAVING A RADIUS OF 2,060.00 FEET, THE FOLLOWING 4 CALLS ALONG SAID WEST RIGHT OF WAY LINE OF DITCH ROAD; 1) THENCE ALONG SAID CURVE A DISTANCE OF 71.95 FEET, HAVING A CHORD THAT BEARS SOUTH 02 DEGREES 57 MINUTES 24 SECONDS WEST 71.95 FEET; 2) SOUTH 01 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 307.72 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 10,060.00 FEET; 3) THENCE ALONG SAID CURVE A DISTANCE OF 375.02 FEET, HAVING A CHORD THAT BEARS SOUTH 00 DEGREES 53 MINUTES 18 SECONDS WEST 375.00 FEET; 4) THENCE SOUTH 00 DEGREES 10 MINUTES 47 SECONDS EAST A DISTANCE OF 190.53 FEET TO THE NORTH RIGHT OF WAY OF STATE ROAD 32 AS RECORDED IN INSTRUMENT NUMBER 2008032205; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH

43 DEGREES 40 MINUTES 10 SECONDS WEST A DISTANCE OF 72.17 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY SOUTH 83 DEGREES 36 MINUTES 05 SECONDS WEST A DISTANCE OF 117.25 FEET TO THE NORTH RIGHT OF WAY LINE TO THE CITY OF WESTFIELD AS RECORDED IN INSTRUMENT NUMBER 2017056244; THENCE ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 89 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 373.68 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 88 DEGREES 15 MINUTES 06 SECONDS WEST A DISTANCE OF 190.03 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 12 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST ALONG SAID SOUTH SECTION LINE A DISTANCE OF 1257.80 FEET TO THE EAST LINE OF PROPERTY RECORDED IN INSTRUMENT NUMBER 8618638; THENCE NORTH 00 DEGREES 09 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 264.00 FEET TO A 5/8" STEEL PIN AT THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST ALONG THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 168.63 FEET TO A 5/8" STEEL PIN AND THE WEST LINE OF PROPERTY RECORDED IN INSTRUMENT NUMBER 2013015842; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1030.52 FEET TO THE SOUTH LINE OF PROPERTY RECORDED IN INSTRUMENT NUMBER 2014050079; THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 646.50 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, PASSING THROUGH A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT 629.77 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 24 SECONDS EAST ALONG SAID WEST QUARTER SECTION LINE A DISTANCE OF 105.48 FEET TO THE POINT OF BEGINNING. CONTAINING 73.459 ACRES, MORE OR LESS (3,199,886 SQ. FT.).



EXHIBIT F **SUMMARY SHEET**

PUBLIC INFRASTRUCTURE COSTS - ENGINEERING ESTIMATES					
Public Improvement			Creditable Costs (1)	Notes:	
Tournament Trail (Phase 1) (1,070 linear feet +/-) and State Highway 32 Trail Corridor (0.82 acre +/-)			\$ 935,317	(1) I.C. 36-7-4-1335 provides that developer is entitled to a credit equal to the sum of the following: (A) The cost of constructing or providing the infrastructure or improvement. (B) The fair market value of land, real property interests, and site improvements provided.	
Tournament Trail (Phase 2) (1,150 linear feet +/-)			\$ 937,341	(2) Developer is not seeking eligible credit for fair market value of the dedicated land, value and cost to developer in excess of \$1.2 million for the 8.33 acres +/-.	
Tournament Trail (Phase 3) (3.17 acre +/-)			\$ -	(3) Impact fees in excess of creditable costs are retained by City.	
Fair Market Value of Land (2)					
Tournament Trail			4.34 acres +/-		
State Highway 32 Trail Corridor			3.99 acres +/-		
Subtotal (3)			\$ 1,872,658		

ROAD IMPACT FEE ASSUMPTIONS									
Gristmill Crossing (Commercial)									
Land Use	Parcel	Variable	ITE Land Use Code	Assumption Source	Year	RIF Estimate			
Unlimited Motors	Lot 2	37,000 sq ft (GFA)	Automobile Sales (Used) (841)	(concept plan)	2020	\$ 317,387			
Motor District (Phase 1)	Lot 3	34,400 sq ft (GFA)	Mini-Warehouse (151)	(development plan)	2020	\$ 16,466			
Motor District (Phase 2)	Lot 3	20,800 sq ft (GFA)	Mini-Warehouse (151)	(development plan)	2021	\$ 10,270			
Motor District (Phase 3)	Lot 3	38,000 sq ft (GFA)	Mini-Warehouse (151)	(development plan)	2022	\$ 19,337			
Motor District (Phase 4)	Lot 3	33,600 sq ft (GFA)	Mini-Warehouse (151)	(development plan)	2023	\$ 17,605			
Motor District (Phase 5)	Lot 3	51,900 sq ft (GFA)	Mini-Warehouse (151)	(development plan)	2025	\$ 27,978			
Motor District (Commercial)	Lot 3	17,800 sq ft (GLA)	Shopping Center (820)	(development plan)	2025	\$ 158,325			
Good to Go	Lot 4	12 fueling posi	Gasoline Station w/ Conv. Market (945)	(development plan)	2020	\$ 320,288			
Multi-tenant Retail Building	Lot 5	12,000 sq ft (GLA)	Shopping Center (820)	(assumption)	2021	\$ 97,766			
Bank	Lot 6	4,000 sq ft (GFA)	Drive-in Bank (912)	(assumption)	2022	\$ 94,388			
Self Storage	Block 4	80,000 sq ft (GFA)	Mini-Warehouse (151)	(assumption)	2022	\$ 40,710			
Tire Store	Block 5	5,500 sq ft (GFA)	Tire Store (848)	(assumption)	2023	\$ 46,810			
Daycare Center	Block 5	12,000 sq ft (GFA)	Day Care Center (565)	(assumption)	2023	\$ 198,290			
Multi-tenant Retail Building	Block 6	10,000 sq ft (GFA)	Shopping Center (820)	(assumption)	2023	\$ 86,455			
Fast Food Restaurant	Block 7	4,000 sq ft (GLA)	Fast Food Restaurant w/ Drive-Through (934)	(assumption)	2023	\$ 333,376			
Business Park	Block 3	68,600 sq ft (GFA)	General Light Industrial (110)	(concept plan)	2023	\$ 118,069			
Business Park	Block 8	92,500 sq ft (GFA)	General Light Industrial (110)	(concept plan)	2022	\$ 154,616			
Gristmill Residential District									
Subdivision	2020	2021	2022	2023	Total	ITE Land Use Code	Assumption Source		RIF Estimate
Gristmill Trails Permits	10	32	32	13	87	Single-Family (210)	(purchase agreement)		\$ 282,265
Gristmill Villas Permits	10	32	32	14	88	Single-Family (210)	(purchase agreement)		\$ 285,568
Estimated Road Impact Fees to be Generated									
Subtotal									\$ 2,625,969

GRISTMILL CROSSING

ROAD IMPACT FEE CREDIT AGREEMENT



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FOR INFORMATION, PLEASE CONTACT:

Travis W. May Jesse M. Pohlman
C (317) 395-3835 C (317) 696-9254
tmay@williamtres.com jpohlman@williamtres.com



EXECUTIVE SUMMARY**PROJECT
SUMMARY**

William Tres Development, LLC (GT Property Development, LLC) (the “Developer”) is developing the real estate generally located on the north side of State Highway 32, west of Ditch Road. As depicted in the enclosed Concept Plan, the development includes two residential subdivisions known as “Gristmill Villas” and “Gristmill Trails” and a commercial subdivision / business park known as “Gristmill Crossing”

The first phase of Gristmill Crossing includes the delivery of five (5) nonresidential lots, including the construction of the master detention area (8.77 acres+/-). The planned improvement of the lots includes: (i) Lot 4 (1.6 acres+/-) as a fuel station and convenience store; (ii) Lot 2 (9.0 acres+/-) as a car dealership; (iii) Lot 3 (12 acres+/-) as a car condominium facility (“Motor District”); and, (iv) Lot 5 (2.56 acres+/-) and Lot 6 (1.32 acres+/-) are currently being marketed.

In accordance with the City’s Unified Development Ordinance, the Developer will construct the required Tournament Trail and State Highway 32 Linear Greenway Corridor through Gristmill Crossing (the “Public Infrastructure”).

The first phase of the Public Infrastructure consists of one thousand and seventy (1,070) linear feet+/- of Tournament Trail (“Tournament Trail Phase One”) and the construction of the 0.82-acre+/- linear green space pedestrian trail corridor along State Highway 32 (the “Trail Corridor Phase One”).

The second phase of the Public Infrastructure is planned to include the development of three to four additional outlots south of Tournament Trail (Blocks 5, 6 and 7) with uses pursuant to the Springmill Trails Planned Unit Development Ordinance No. 11-19, as amended. Blocks 3, 4, and 8 (north of Tournament Trail) are currently being marketed and have received interest from uses including self-storage and enclosed industrial / office / flex spaces. Phase two will include, as generally depicted on the Infrastructure Exhibit: (i) the extension of Tournament Trail consisting of one thousand one hundred and fifty (1,150) linear feet+/- (“Tournament Trail Phase Two”); and, (ii) the construction of the 3.17-acre+/- linear green space pedestrian trail corridor along State Highway 32 (“Trail Corridor Phase Two”).

The dedication of the right-of-way for Tournament Trail and the Trail Corridor, which consists of approximately 8.33 acres+/- and valued at over \$1.2 million, occurred at the time of the recording of the Secondary Plat, recorded as Instrument No. 2019022514 in the Office of the Recorder of Hamilton County, Indiana (the “Secondary Plat”). The Developer is not requesting road impact fee credits for the credit-eligible fair market value of the land.

Gristmill Trails consists of eighty-seven (87) traditional single-family homes. Gristmill Villas consists of eighty-eight (88) low-maintenance single-family homes. Section one of both subdivisions are currently under development and are expected to start home construction this summer.

**PUBLIC
IMPROVEMENTS
SUMMARY**

At build-out, Gristmill Crossing is projected to represent an investment in Westfield of over \$60 million in assessed value. The economic development of the real estate will include the following Public Infrastructure improvements in, serving or benefitting the City, as generally depicted in the Infrastructure Exhibit and road impact fee credit eligible:

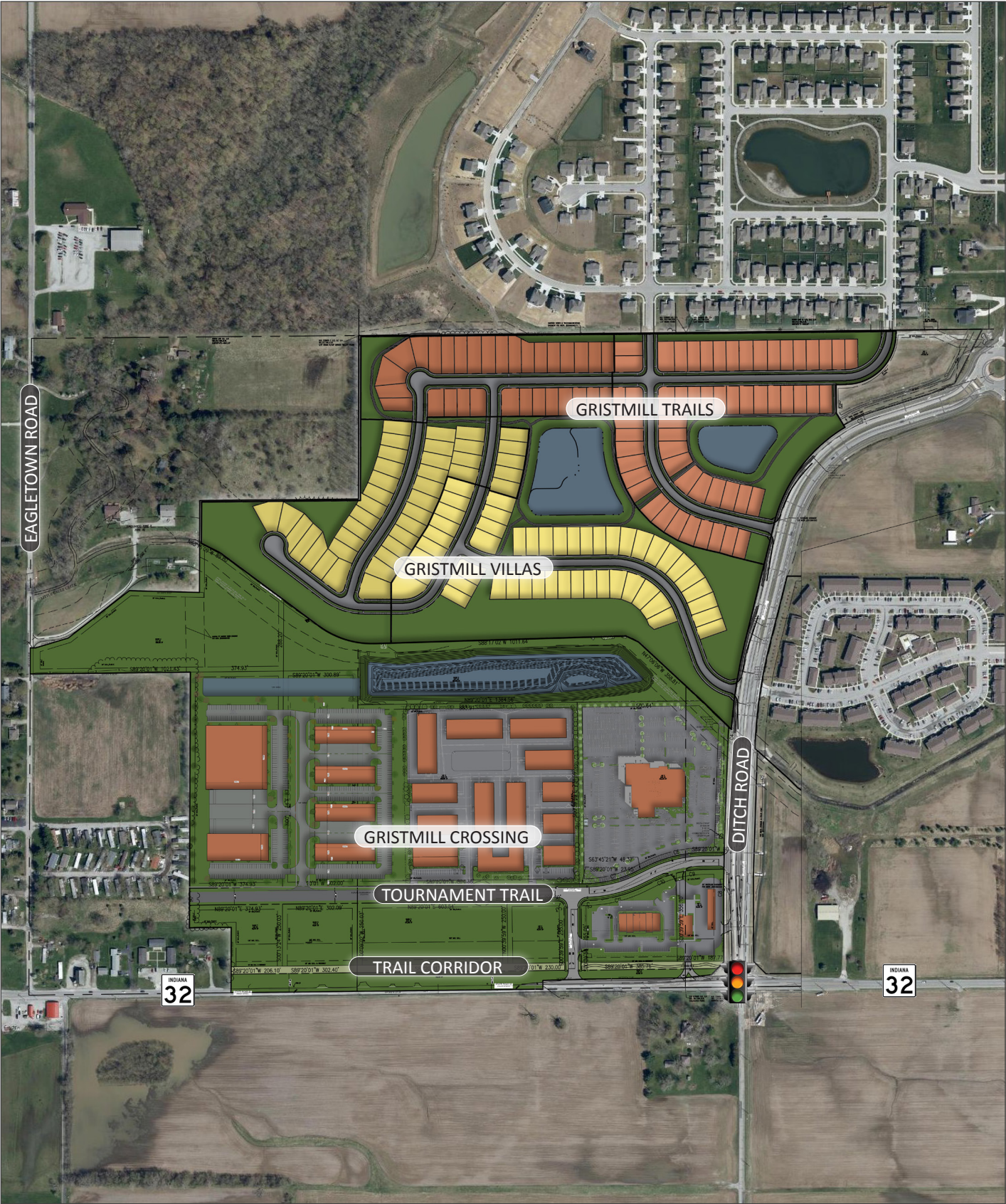
1. Construction of road improvements consisting of Tournament Trail through Gristmill Crossing, including dedicated land, related improvements and drainage for road; and,
2. Construction and improvement of public amenity and linear park, consisting of the State Highway 32 trail corridor and dedicated land.

Developer will design and construct the Public Infrastructure in accordance with the City’s design and construction standards. Prior to construction, Developer will provide construction plans to the City for review and approval.

GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

CONCEPT PLAN EXHIBIT (OVERALL)



GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

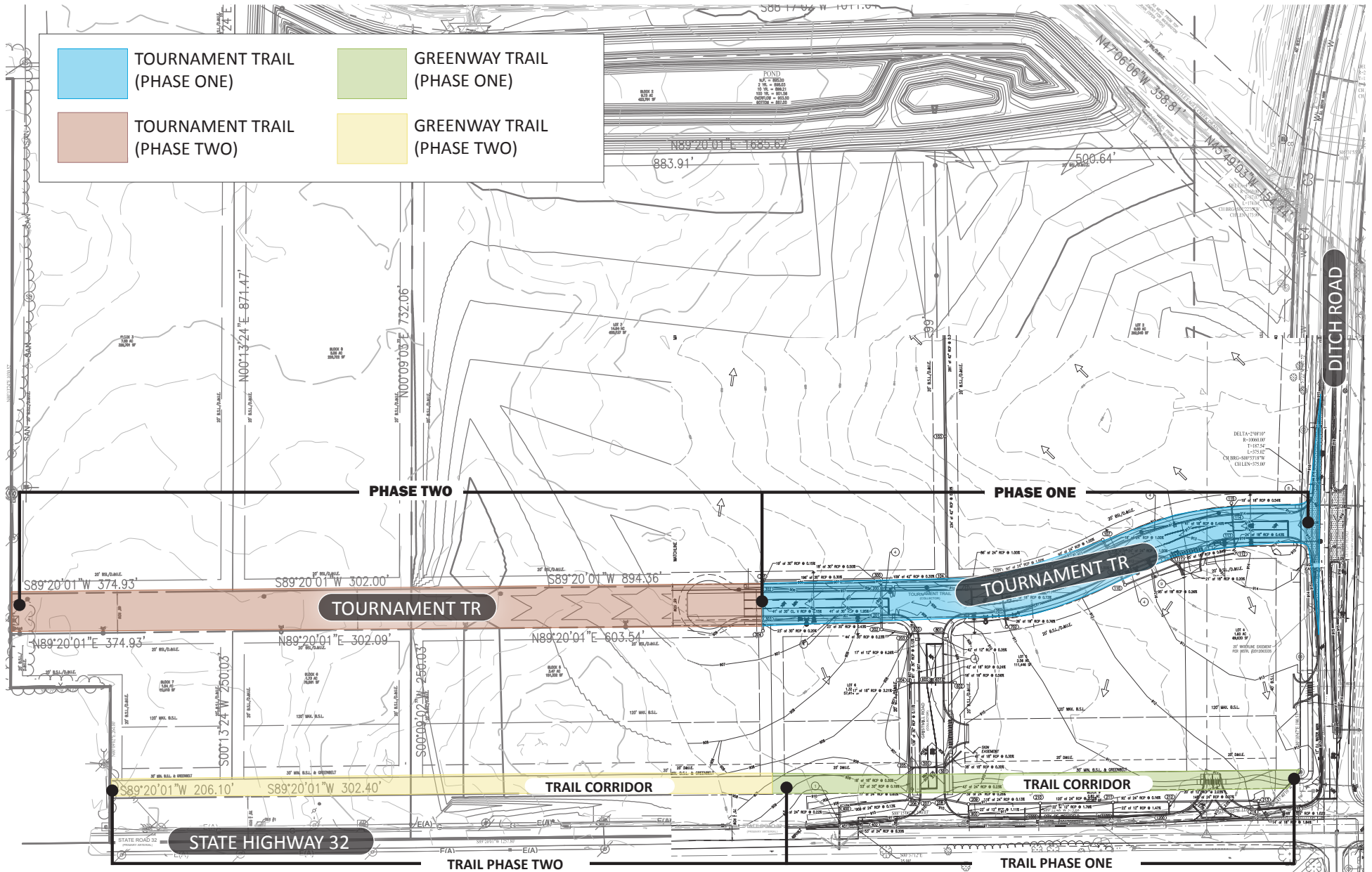
CONCEPT PLAN EXHIBIT (COMMERCIAL)



GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

PUBLIC INFRASTRUCTURE EXHIBIT



GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

SUMMARY OF ESTIMATED COSTS AND FEES GENERATED

PUBLIC INFRASTRUCTURE COSTS - ENGINEERING ESTIMATES			
Public Improvement		Creditable Costs (1)	Notes: (1) I.C. 36-7-4-1335 provides that developer is entitled to a credit equal to the sum of the following: (A) The cost of constructing or providing the infrastructure or improvement. (B) The fair market value of land, real property interests, and site improvements provided. (2) Developer is not seeking eligible credit for fair market value of the dedicated land, value and cost to developer in excess of \$1.2 million for the 8.33 acres+/-. (3) Impact fees in excess of creditable costs are retained by City.
Tournament Trail (Phase 1) (1,070 linear feet +/-) and State Highway 32 Trail Corridor (0.82 acre +/-)		\$ 935,317	
Tournament Trail (Phase 2) (1,150 linear feet +/-) and State Highway 32 Trail Corridor (3.17 acre +/-)		\$ 937,341	
Fair Market Value of Land (2) Tournament Trail 4.34 acres +/- State Highway 32 Trail Corridor 3.99 acres +/-		\$ -	
Subtotal (3)		\$ 1,872,658	

ROAD IMPACT FEE ASSUMPTIONS									
Gristmill Crossing (Commercial)									
Land Use	Parcel	Variable		ITE Land Use Code			Assumption Source	Year	RIF Estimate
Unlimited Motors	Lot 2	37,000	sq ft (GFA)	Automobile Sales (Used) (841)			(concept plan)	2020	\$ 317,387
Motor District (Phase 1)	Lot 3	34,400	sq ft (GFA)	Mini-Warehouse (151)			(development plan)	2020	\$ 16,466
Motor District (Phase 2)	Lot 3	20,800	sq ft (GFA)	Mini-Warehouse (151)			(development plan)	2021	\$ 10,270
Motor District (Phase 3)	Lot 3	38,000	sq ft (GFA)	Mini-Warehouse (151)			(development plan)	2022	\$ 19,337
Motor District (Phase 4)	Lot 3	33,600	sq ft (GFA)	Mini-Warehouse (151)			(development plan)	2023	\$ 17,605
Motor District (Phase 5)	Lot 3	51,900	sq ft (GFA)	Mini-Warehouse (151)			(development plan)	2025	\$ 27,978
Motor District (Commercial)	Lot 3	17,800	sq ft (GLA)	Shopping Center (820)			(development plan)	2025	\$ 158,325
Good to Go	Lot 4	12	fueling posi	Gasoline Station w/ Conv. Market (945)			(development plan)	2020	\$ 320,288
Multi-tenant Retail Building	Lot 5	12,000	sq ft (GLA)	Shopping Center (820)			(assumption)	2021	\$ 97,766
Bank	Lot 6	4,000	sq ft (GFA)	Drive-in Bank (912)			(assumption)	2022	\$ 94,388
Self Storage	Block 4	80,000	sq ft (GFA)	Mini-Warehouse (151)			(assumption)	2022	\$ 40,710
Tire Store	Block 5	5,500	sq ft (GFA)	Tire Store (848)			(assumption)	2023	\$ 46,810
Daycare Center	Block 5	12,000	sq ft (GFA)	Day Care Center (565)			(assumption)	2023	\$ 198,290
Multi-tenant Retail Building	Block 6	10,000	sq ft (GFA)	Shopping Center (820)			(assumption)	2023	\$ 86,455
Fast Food Restaurant	Block 7	4,000	sq ft (GLA)	Fast Food Restaurant w/ Drive-Through (934)			(assumption)	2023	\$ 333,376
Business Park	Block 3	68,600	sq ft (GFA)	General Light Industrial (110)			(concept plan)	2023	\$ 118,069
Business Park	Block 8	92,500	sq ft (GFA)	General Light Industrial (110)			(concept plan)	2022	\$ 154,616
Gristmill Residential District									
Subdivision	2020	2021	2022	2023	Total	ITE Land Use Code	Assumption Source		RIF Estimate
Gristmill Trails Permits	10	32	32	13	87	Single-Family (210)	(purchase agreement)		\$ 282,265
Gristmill Villas Permits	10	32	32	14	88	Single-Family (210)	(purchase agreement)		\$ 285,568
Estimated Road Impact Fees to be Generated									
Subtotal									\$ 2,625,969

GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

ESTIMATED ROAD IMPACT FEES GENERATED

ROAD IMPACT FEE CALCULATIONS										
Road Impact Fee Trip Rate*:										
per 24-hour trip	\$ 317	\$ 327	\$ 337	\$ 347	\$ 357	(*as set forth by the City's road impact fee ordinance)				
per dwelling unit	\$ 3,107	\$ 3,205	\$ 3,303	\$ 3,303	\$ 3,303					

Automobile Sales (Used) (841)

Square Feet of Gross Floor Area:	37,000								Assessment Year:	2020	
ITE Manual Weighted Trip Average:	27.06	per	1,000	Sq. Ft. GFA							
Average Pass-By Trip Percentage:	0%										
Calculation:	Sq. Ft. GFA	Variable		Trip Average	Pass-By Reduction			Total Net Trips	RIF Estimate		
	37,000	/	1,000	x	27.06	-	0%	=	1001	x	\$ 317
									=		\$ 317,387

Mini-Warehouse (151)

Square Feet of Gross Floor Area:	80,000										
ITE Manual Weighted Trip Average:	1.51			per	1000	Sq. Ft. GFA					
Average Pass-By Trip Percentage:	0%									Assessment Year:	2022
Calculation:	Sq. Ft. GFA		Variable		Trip Average	Pass-By Reduction			Total Net Trips		RIF Estimate
	80,000	/	1,000	x	1.51	-	0%	=	121	x	\$ 337
										=	\$ 40,710

Gasoline Station w/ Conv. Market (945)

Number of Fueling Positions		12										
ITE Manual Weighted Trip Average:	205.36	per	1	Fueling Station								
Average Pass-By Trip Percentage:	59%			(peak average)						Assessment Year:	2020	
Calculation:	Fueling Station	Variable	Trip Average	Pass-By Reduction	Total Net Trips					RIF Estimate		
	12	/	1	x	205.36	-	59%	=	1010	x	\$	317
										=	\$	320,288

Shopping Center (820)

Square Feet of Gross Leasable Area:	12,000								Assessment Year:	2021	
ITE Manual Weighted Trip Average:	37.75	per	1,000	Sq. Ft. GLA							
Average Pass-By Trip Percentage:	34%										
Calculation:	Sq. Ft. GLA	Variable	Trip Average	Pass-By Reduction		Total Net Trips		RIF Estimate			
	12,000	/	1,000	x	37.75	-	34%	=	299	x	\$ 327
									=		\$ 97,766

Drive-in Bank (912)

Square Feet of Gross Floor Area:	4,000											
ITE Manual Weighted Trip Average:	100.03	per	1,000	Sq. Ft. GFA						Assessment Year:		2022
Average Pass-By Trip Percentage:	30%	(peak and mid-day average)										
Calculation:	Sq. Ft. GFA	Variable	Trip Average	Pass-By Reduction			Total Net Trips		RIF Estimate			
	4,000	/	1,000	x	100.03	-	30%	=	280	x	\$ 337	
										=	\$ 94,388	

Tire Store (848)

Square Feet of Gross Floor Area:	5,500										
ITE Manual Weighted Trip Average:	28.52	per	1,000	Sq. Ft. GFA							
Average Pass-By Trip Percentage:	14%			(only pm peak available @ 28%)						Assessment Year:	2023
Calculation:	Sq. Ft. GFA	Variable		Trip Average	Pass-By Reduction			Total Net Trips		RIF Estimate	
	5,500	/	1,000	x	28.52	-	14%	=	135	x	\$ 347
										=	\$ 46,810

Day Care Center (565)

Square Feet of Gross Floor Area:	12,000								Assessment Year:	2023	
ITE Manual Weighted Trip Average:	47.62	per	1,000	Sq. Ft. GFA							
Average Pass-By Trip Percentage:	0%										
Calculation:	Sq. Ft. GFA	Variable	Trip Average	Pass-By Reduction	Total Net Trips		RIF Estimate				
	12,000	/	1,000	x	47.62	-	0%	=	571	x	\$ 347
									=		\$ 198,290

Shopping Center (820)

Square Feet of Gross Leasable Area:	10,000								Assessment Year:	2023	
ITE Manual Weighted Trip Average:	37.75	per	1,000	Sq. Ft. GLA							
Average Pass-By Trip Percentage:	34%										
Calculation:	Sq. Ft. GLA	Variable	Trip Average	Pass-By Reduction			Total Net Trips		RIF Estimate		
	10,000	/	1,000	x	37.75	-	34%	=	249	x	\$ 347
									=		\$ 86,455

Fast Food Restaurant w/ Drive-Through (934)

Square Feet of Gross Floor Area:	4,000										
ITE Manual Weighted Trip Average:	470.95	per	1,000	Sq. Ft. GFA							
Average Pass-By Trip Percentage:	0%									Assessment Year:	2023
Calculation:	Sq. Ft. GFA	Variable		Trip Average	Pass-By Reduction			Total Net Trips		RIF Estimate	
	4,000	/	1,000	x	470.95	-	49%	=	961	x	\$ 347
										=	\$ 333,376

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

General Light Industrial (110)

General Light Industrial (110)

NOTES

Trips and Pass-By Trips:

MOTOR DISTRICT // PHASED CALCULATIONS

Mini-Warehouse (151)

Mini-Warehouse (151)

Mini-Warehouse (151)

Mini-Warehouse (151)

Shopping Center (820)

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GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

PUBLIC IMPROVEMENTS

ENGINEERING ESTIMATES OF HARD COSTS



250 E. 96th Street, Ste 580
Indianapolis, IN. 46240
(317) 218-9560

Project	Tournament Trail (Phase I)
Date	5/11/2020

ESTIMATED QUANTITIES - Tournament Trail (Phase I)

DESCRIPTION	UNIT	Tournament Trail (Phase I)	Unit Prices	Bid Total
CONSTRUCTION ENGINEERING	LS	1	\$20,964.40	\$20,964
MOBILIZATION AND DEMOBILIZATION	LS	1	\$41,928.80	\$41,929
CLEARING RIGHT OF WAY	LS	1	\$2,662.50	\$2,663
COMMON EXCAVATION	CYS	900.0	\$10.65	\$9,585
BORROW	CYS	1800	\$10.65	\$19,170
TEMPORARY INLET PROTECTION	EACH	12	\$133.13	\$1,598
TEMPORARY SILT FENCE	LFT	2400	\$2.13	\$5,112
SUBGRADE TREATMENT, TYPE IC	SYS	4804.4	\$21.30	\$102,335
STRUCTURE BACKFILL, TYPE 1	CYS	1020.0	\$37.28	\$38,021
COMPACTED AGGREGATE NO. 53	TON	1187.6	\$47.93	\$56,914
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	396.4	\$95.85	\$37,992
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	660.6	\$85.20	\$56,284
QC/QA-HMA, 2, 64, BASE, 19.0 mm	TON	660.6	\$79.88	\$52,766
HMA, TYPE B, SURFACE, 12.5 mm	TON	124.7	\$95.85	\$11,949
ASPHALT FOR TACK COAT	TON	1.4	\$426.00	\$592
CURB RAMP, CONCRETE	SYS	73.0	\$154.43	\$11,273
DETECTABLE WARNING SURFACES	SYS	16.0	\$319.50	\$5,112
CURB AND GUTTER, CONCRETE	LFT	1960	\$26.63	\$52,185
MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1	\$532.50	\$533
SEED MIXTURE U	LBS	20	\$5.33	\$107
TOPSOIL	CYS	160.0	\$5.33	\$852
PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	381	\$53.25	\$20,288
PIPE, TYPE 2, CIRCULAR, 24 IN.	LFT	351	\$72.42	\$25,419
PIPE, TYPE 2, CIRCULAR, 30 IN.	LFT	361	\$95.85	\$34,602
PIPE, TYPE 2, CIRCULAR, 42 IN.	LFT	109	\$170.40	\$18,574
DETENTION EXCAVATION	CYS	3058	\$10.65	\$32,568
AGGREGATE FOR UNDERDRAINS	CYS	182	\$42.60	\$7,753
MANHOLE, C4	EACH	6	\$3,195.00	\$19,170
MANHOLE, J4	EACH	7	\$5,325.00	\$37,275
INLET, B15	EACH	10	\$2,662.50	\$26,625
MAINTENANCE OF TRAFFIC	LS	1	\$10,650.00	\$10,650
TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN	LFT	78	\$8.52	\$665
LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	LFT	1580	\$0.64	\$1,010
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	1580	\$0.53	\$841
SUBSURFACE DRAIN PIPE, 6 IN	LFT	1960	\$4.26	\$8,350
PAVEMENT MESSAGE MARKING, PREFORMED PLASTIC, LANE INDICATION ARROW	EACH	7	\$266.25	\$1,864
SIDEWALK, CONCRETE	SYS	1088.9	\$52.08	\$56,708
CWF HYDRANT RELOCATION	LS	1	\$19,994.31	\$19,994

10% Contingency

\$85,029

Total**\$935,317**

GRISTMILL CROSSING

STATE HIGHWAY 32 + DITCH ROAD
WESTFIELD, INDIANA

PUBLIC IMPROVEMENTS

ENGINEERING ESTIMATES OF HARD COSTS



250 E. 96th Street, Ste 580
Indianapolis, IN. 46240
(317) 218-9560

Project	Tournament Trail (Phase II)
Date	5/11/2020

ESTIMATED QUANTITIES - Tournament Trail (Phase II)

DESCRIPTION	UNIT	Tournament Trail (Phase II)	Unit Prices	Bid Total
CONSTRUCTION ENGINEERING	LS	1	\$20,096.29	\$20,096
MOBILIZATION AND DEMOBILIZATION	LS	1	\$40,192.58	\$40,193
COMMON EXCAVATION	CYS	970.0	\$10.65	\$10,331
BORROW	CYS	1940	\$10.65	\$20,661
TEMPORARY INLET PROTECTION	EACH	12	\$133.13	\$1,598
TEMPORARY SILT FENCE	LFT	2600	\$2.13	\$5,538
SUBGRADE TREATMENT, TYPE IC	SYS	4600.0	\$21.30	\$97,980
STRUCTURE BACKFILL, TYPE 1	CYS	1200.0	\$37.28	\$44,730
COMPACTED AGGREGATE NO. 53	TON	1723.3	\$47.93	\$82,591
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	400.6	\$95.85	\$38,396
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	667.6	\$85.20	\$56,883
QC/QA-HMA, 2, 64, BASE, 19.0 mm	TON	667.6	\$79.88	\$53,328
HMA, TYPE B, SURFACE, 12.5 mm	TON	146.7	\$95.85	\$14,058
ASPHALT FOR TACK COAT	TON	1.4	\$426.00	\$612
CURB RAMP, CONCRETE	SYS	22.0	\$154.43	\$3,397
DETECTABLE WARNING SURFACES	SYS	2.0	\$319.50	\$639
CURB AND GUTTER, CONCRETE	LFT	2300	\$26.63	\$61,238
MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1	\$532.50	\$533
SEED MIXTURE U	LBS	22	\$5.33	\$117
TOPSOIL	CYS	172.0	\$5.33	\$916
PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	410	\$53.25	\$21,833
PIPE, TYPE 2, CIRCULAR, 24 IN.	LFT	378	\$72.42	\$27,375
PIPE, TYPE 2, CIRCULAR, 30 IN.	LFT	388	\$95.85	\$37,190
AGGREGATE FOR UNDERDRAINS	CYS	213	\$42.60	\$9,074
MANHOLE, C4	EACH	3	\$3,195.00	\$9,585
MANHOLE, J4	EACH	3	\$5,325.00	\$15,975
INLET, B15	EACH	12	\$2,662.50	\$31,950
MAINTENANCE OF TRAFFIC	LS	1	\$10,650.00	\$10,650
LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN.	LFT	2300	\$0.64	\$1,470
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	2300	\$0.53	\$1,225
PAVEMENT MESSAGE MARKING, PREFORMED PLASTIC, LANE INDICATION ARROW	EACH	7	\$266.25	\$1,864
SUBSURFACE DRAIN PIPE, 6 IN	LFT	2300	\$4.26	\$9,798
DETENTION EXCAVATION	CYS	1435	\$10.65	\$15,283
SIDEWALK, CONCRETE	SYS	1278	\$52.08	\$66,556
MILLING, ASPHALT REMOVAL	SYS	667	\$2.13	\$1,421

15% Contingency

\$122,262

Total**\$937,341**

[SEE FOLLOWING PAGES]



1101 EAST 30TH STREET,
INDIANAPOLIS, INDIANA 46205
WWW.LESLIECOATINGS.COM

PHONE (317) 926-3411
FAX (317) 923-7617
TOLL FREE 1-877-428-0465

THE STANDARD SINCE 1948

PROPOSAL

Date: May 15, 2020
Project Number: TC-5312
Job Name: Quaker Park
Estimate Submitted To: Christopher McConnell
E-Mail: cmcconnell@westfield.in.gov
Job Location: Westfield, Indiana

BASE BID: \$19,000.00

- Layout and install 3 sets of Douglas Premier pickleball net posts with sleeves in concrete foundations.
- Install approximately 60 lineal feet of 4' high black vinyl fence to separate the pickleball courts.
- Fill structural cracks with Nova Bond and install Armor Crack Repair on approximately 300 lineal feet of cracks.
- Apply two (2) coats of Nova Surface to the entire surface.
- Apply two (2) coats of Fortified Nova Coat to 3 courts measuring 5,400 square feet.
- The color(s) shall be determined by owner.
- Layout and stripe courts with 2" wide lines as per standards and tolerances.
- Install 3 Douglas Pickleball nets.

ALTERNATE #1: \$10,000.00

- Install approximately 300 lineal feet of 6' high black vinyl fence with one double gate and one single gate around the perimeter of the courts... \$10,000.00

AUTHORIZED SIGNATURE: Matthew Strom, CTCB

Acceptance of Estimate: The above prices and specifications are satisfactory and are hereby accepted.

Signature

Date

Accepted proposal is subject to Delay or Non- Performance due to issues out of our control including shortage of labor, weather, accidents or acts of god.

DESIRED DATES OF WORK_____

E-MAIL ADDRESS FOR INVOICING_____

COURT SURFACE COLORS DESIRED_____



DEDICATION OF PUBLIC RIGHT-OF-WAY

Bordeaux Walk Developer, LLC, an Indiana limited liability company (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Westfield, Hamilton County, Indiana (the "Grantee"), on behalf of and for the public, for use as a right-of-way for public road purposes, the following described real estate situated in Hamilton County, Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

This dedication is made subject to all existing easements and rights-of-way.

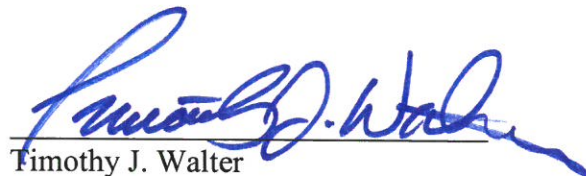
This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right-of-way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right-of-way hereby granted against all claims.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 15TH day of MAY, 2020

GRANTOR:

Bordeaux Walk Developer, LLC, an Indiana limited liability company by Platinum Properties Management Company, LLC, it's Manager.

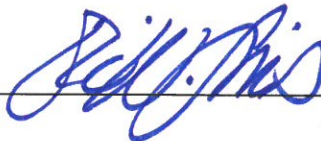

Timothy J. Walter
Vice President of Development

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

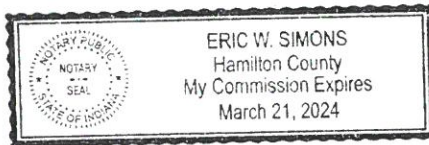
Before me, a Notary Public in and for said County and State, personally appeared Timothy J. Walter, Vice President of Development of Platinum Properties Management Company, LLC the Manager of Bordeaux Walk Developer, LLC and Indiana limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Dedication of Public Right-of-Way.

Witness my hand and Notarial Seal this 15TH day of MAY, 2020

(Signature)



(Printed Name)



Notary Public residing in: _____ County
My Commission Expires: _____

ACCEPTANCE

WHEREAS, Bordeaux Walk Developer, LLC has this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

WHEREAS, Grantee finds that the Dedication is desirable and necessary.

NOW THEREFORE, the Director of Public Works of Grantee under and by virtue of the power conferred by the Board of Public Works (Ordinance _____) for and on behalf of Grantee, accepts said Dedication this _____ day of _____, 20____, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

GRANTEE:
City of Westfield, Hamilton County, Indiana

Jeremy Lollar
Director of Public Works

ATTEST:

By: _____

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, Timothy J Walter.

This instrument prepared by Timothy J Walter, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

LEGEND

EXHIBIT "A"



PASSING BLISTER AREA



GRID NORTH



SCALE: 1" = 100'

Line Table

Line #	Direction	Length
L1	N00°17'37"E	470.00'
L2	N89°42'23"W	18.50'
L3	S05°49'37"W	160.75'
L4	S00°17'37"W	150.00'
L5	S05°14'23"E	160.75'
L6	S89°42'23"E	18.50'

PASSING BLISTER AREA
0.310 ACRES±
13,500 SQUARE FEET

Parcel #08-09-04-00-00-012.000
Ackerson Family Farms, LLC
Inst. #200000058404

Citizens Water of Westfield, LLC
Water Utility Easement Agreement
Inst. #2017061227

EAST LINE SE 1/4 SE 1/4

W. 166TH ST

POINT OF COMMENCEMENT
SE COR, SE 1/4 SEC. 4-T18N-R3E
HARRISON MONUMENT FOUND PER
HAMILTON COUNTY SURVEYOR'S
OFFICE CORNER RECORD

NW COR, SW 1/4, SW 1/4
SEC. 3-T18N-R3E
MAG NAIL WITH WASHER STAMPED
"HWC ENGINEERING FIRM #0114"

LEGAL DESCRIPTION:

Part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 18 North, Range 3 East of the Second Principal Meridian, City of Westfield, Washington Township, Hamilton County, Indiana, based upon a survey prepared by Kristopher K. Eichhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2018-109, dated December 20, 2018 and last revised January 7, 2019, described as:

COMMENCING at the southeast corner of said Quarter-Quarter Section, marked by a Harrison monument; thence North 00 degrees 17 minutes 37 seconds East (grid bearing based on Indiana State Plane East Zone, NAD 83, 2011, EPOCH 2010.0000) along the east line of said Quarter-Quarter Section a distance of 531.34 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 17 minutes 37 seconds East along said east line a distance of 470.00 feet; thence North 89 degrees 42 minutes 23 seconds West a distance of 18.50 feet; thence South 05 degrees 49 minutes 37 seconds West a distance of 160.75 feet; thence South 00 degrees 17 minutes 37 seconds West a distance of 150.00 feet; thence South 05 degrees 14 minutes 23 seconds East a distance of 160.75 feet; thence South 89 degrees 42 minutes 23 seconds East a distance of 18.50 feet to the POINT OF BEGINNING, containing 0.310 acres, more or less.

POINT OF BEGINNING

N00°17'37"E 531.34'

Based upon a survey prepared by Kristopher K. Eichhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2018-109, dated December 20, 2018 and last revised January 7, 2019

Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC
ENGINEERING

135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663

INDIANAPOLIS - TERRE HAUTE

LAFAYETTE - MUNCIE - NEW ALBANY

www.hwcengineering.com

BORDEAUX WALK
PASSING BLISTER
PT SE 1/4 SEC 4-T18N-R3E
WASHINGTON TOWNSHIP
WESTFIELD, INDIANA

DRAWN BY
KKE

CHECKED BY
MGJ

DATE
02/07/2019

SCALE
1" = 100'

JOB NUMBER
2018-109

PG 1 OF 1

DULY ENTERED FOR TAXATION
Subject to final acceptance of transfer
15th day of May 2020 - HG
Robin M. Miller Auditor of Hamilton County

nc Parcel # 08-09-04-00-00-012.

2020028608 WD \$25.00
05/15/2020 10:47:26AM 3 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



TGR

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Ackerson Family Farms, LLC, an Indiana limited liability company (hereafter, "Grantor"), conveys and warrants to Bordeaux Walk Developer, LLC, an Indiana limited liability company (hereafter referred to as "Grantee"), for the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Hamilton County, State of Indiana:

SEE EXHIBIT A (the "Real Estate")

This conveyance is subject to:

1. Real estate taxes due and payable in May 2020 and thereafter;
2. Any and all exception matters listed in Schedule B, Section II of the commitment for an owner's policy of title insurance for the Real Estate identified as Commitment Number 35-2127304 issued by Chicago Title Insurance Company. 35-2127 304
3. The Real Estate shall only be used for the construction of a paved passing blister road improvement to Ditch Road pursuant to construction plans approved by City of Westfield, Indiana; and upon the completion of such construction, the Real Estate shall be dedicated to City of Westfield, Indiana as public right-of-way.

IN WITNESS WHEREOF, Grantor has executed this deed this 8th day of ^{May}~~April~~, 2020.

Grantor:

Ackerson Family Farms, LLC, an Indiana limited liability company

Signature:

Nels Ackerson
Name: *Nels Ackerson*
Title: *Manager*

STATE OF INDIANA)

) SS:

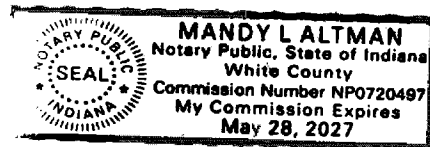
ACKNOWLEDGEMENT

COUNTY OF Tippecanoe)

Before me, a Notary Public in and for said County and State, personally appeared Nels Ackerson, the Seller of Ackerson Family Farms, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Warranty Deed, and having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8 day of May ~~April~~, 2020.

Signature: Mandy L. Altman



This instrument was prepared by Steven R. Edwards, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

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, Steven R. Edwards.

Return deed to: Bordeaux Walk Developer, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

Grantee Address/Send tax bills to: Bordeaux Walk Developer, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

EXHIBIT A

Part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 18 North, Range 3 East of the Second Principal Meridian, City of Westfield, Washington Township, Hamilton County, Indiana, based upon a survey prepared by Kristopher K. Eichhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2018-109, dated December 20, 2018 and last revised January 7, 2019, described as:

COMMENCING at the southeast corner of said Quarter-Quarter Section, marked by a Harrison monument; thence North 00 degrees 17 minutes 37 seconds East (grid bearing based on Indiana State Plane East Zone, NAO 83, 2011, EPOCH 2010.0000) along the east line of said Quarter-Quarter Section a distance of 531.34 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 17 minutes 37 seconds East along said east line a distance of 470.00 feet; thence North 89 degrees 42 minutes 23 seconds West a distance of 18.50 feet; thence South 05 degrees 49 minutes 37 seconds West a distance of 160.75 feet; thence South 00 degrees 17 minutes 37 seconds West a distance of 150.00 feet; thence South 05 degrees 14 minutes 23 seconds East a distance of 160.75 feet; thence South 89 degrees 42 minutes 23 seconds East a distance of 18.50 feet to the POINT OF BEGINNING, containing 0.310 acres, more or less.

VECTREN REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Westfield, Party of the First Part, hereinafter referred to as the City of Westfield, and Indiana Gas Company, an Indiana Corporation doing business as Vectren Energy Delivery of Indiana, Inc. of the Second Part, hereinafter referred to as VECTREN.

WITNESSETH:

WHEREAS, the City of Westfield desires to make certain changes, improvements and/or adjustments to their property or facilities located at or near, East Street hereinafter referred to as the "Project".

WHEREAS, said changes, improvements and/or adjustments will adversely affect VECTREN'S operation and maintenance capabilities to its Natural Gas Distribution system.

WHEREAS, due to said construction, certain adjustments, removals, alterations and/or relocations of existing VECTREN facilities will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this agreement.

WHEREAS, it is in the best interests of both VECTREN and the City of Westfield for VECTREN to make these adjustments, removals, alterations and/or relocations of its existing facilities with the their regular construction and maintenance forces, or by a contractor(s) paid under a contract let by VECTREN.

NOW THEREFORE, for and in consideration of the mutual covenant herein recited, both VECTREN and the City of Westfield do herein agree as follows:

SECTION I VECTREN agrees and covenants to the following:

To provide a complete and detailed drawing of the work that will be required by VECTREN to adjust, remove, alter and/or relocate its facilities in a manner that will allow VECTREN to maintain and operate its facility in an approved and acceptable manner, said drawing is referenced above and attached to this agreement as Exhibit "A".

To complete with its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours, or by a VECTREN approved contractor(s), the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A". The preliminary cost estimate thereof being \$60,100.51, as shown on the estimate attached hereto and marked Exhibit "B" which said Exhibit "B" is hereby made a part of this agreement.

To keep accurate and complete records of all the work and charges required to complete the work detailed in Exhibit "A" and to make these documents accessible to The City of Westfield or their auditors for a period of (3) three years from the date final payment is received by VECTREN.

Should these records be audited and discrepancies found that resulted in an overpayment by the City of Westfield, such over payment refund shall be authorized for repayment to the City of Westfield within 60 calendar days from the day the discrepancy is discovered, provided that both VECTREN and the City of Westfield concur that an over payment has been made.

To provide to the City of Westfield a written explanation if the total project charges exceed the estimated project estimate shown in Exhibit "B" said written explanation will be provided to the City of Westfield in a timely manner though it is to be understood that some project discrepancies may not be identified until the time of final billing.

SECTION II the City of Westfield agrees and covenants to the following:

To reimburse to VECTREN the actual cost incurred by VECTREN to complete its work which is estimated to be \$60,100.51; the amount shown in exhibit "B" of this Agreement, within 60 calendar days from the date the payment is requested in writing by VECTREN, in one lump sum payment, said Exhibit "B" total being only the estimated dollar amount for VECTREN to complete the work described in Exhibit "A" and presented at the time of the final billing.

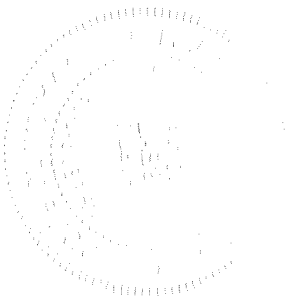
SECTION III Neither the City of Westfield nor its contractor(s) or subcontractors, if any, shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. Breach of this section may be regarded as a material breach of the contract.

SECTION IV the City of Westfield, its employees, agents and representatives, shall indemnify, protect and hold harmless VECTREN and its respective shareholders, directors, officers, administrators, agents, successors and assigns from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereinafter "Claim"), arising out of intentional, tortuous or sole negligence of the City of Westfield, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided, however, that where VECTREN is guilty of negligence with respect to the occurrence or occurrences giving rise to the Claim, the the City of Westfield shall have no duty to indemnify, protect, or hold harmless VECTREN.

SECTION V the City of Westfield, its contractor(s) and subcontractors, if any, shall abide by all terms and conditions of VECTREN, and/or other the City of Westfield agencies for the Project including, but not limited to, State, County and Municipal authorities, the United States Army Corps of Engineers, Indiana Department of Environmental Management, and Indiana Department of Natural Resources.

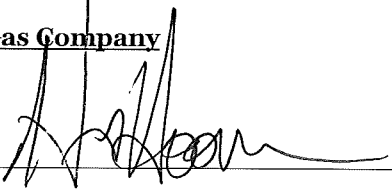
SECTION VI No portion of this Agreement shall become legally binding until said Agreement is fully signed and executed by both parties.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized company officials and/or property owners.



ACKNOWLEDGMENT

Indiana Gas Company



(Signature of Company Official)

STEVEN A. HOOVER

DIRECTOR, GAS ENGINEERING

(Company Officials Name Printed or Typed)

ATTEST:

State of Indiana County of Vanderburgh SS:

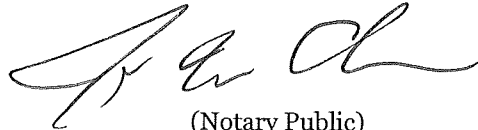
Before me, the undersigned Notary Public in and for said County, personally appeared

Steven A. Hoover, Director Gas Engineering

(Name and Offices of Company Official)

Such Official being a duly authorized representative of Indiana Gas Company and acknowledged the execution of the foregoing contract on this 14 day of May, 2020.

Witness my hand and seal the said last day.



(Notary Public)

Joey W. Chapman

(Notary Public, Printed or Typed)

Posen

(County of Residence)

My Commission Expires:

5/6/2023

#667599

ACKNOWLEDGMENT

the City of Westfield

(Signature of Company Official)

(Company Officials Name Printed or Typed)

ATTEST:

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County, personally appeared

(Name and Offices of Company Official)

Such Official being a duly authorized representative of the City of Westfield _____ and acknowledged
the execution of the foregoing contract on this _____ day of _____, 20_____.

Witness my hand and seal the said last day.

(Notary Public)

(Notary Public, Printed or Typed)

(County of Residence)

My Commission Expires:

VECTREN GAS

Exhibit B

Project Des 1700728-East ST North-
Name: 20583002061218

Item	Cost
Labor	\$ 40,911.87
Material	\$ 11,491.38
Tooling	\$ -
Overheads	\$ 7,697.26
Other	\$ -
Subtotal	\$ 60,100.51
Tax	\$ -
Total	\$ 60,100.51

725

2017047432 EASEMENTS \$25.00
09/25/2017 02:48:31P 7 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented


Parcel 1 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Alice E. Drexler and Phyllis Jean Lay**, equal tenants in common, together hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northwest Quarter (NW ¼) of Section20....., Township19..... N, Range4..... E, County of Hamilton, State of Indiana, and consists of:

A strip of land described as follows:

Permanent Easement A

Part of the Northwest Quarter of Section 20, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Southwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1760012.189 North and 204212.929 East; thence North 00 degrees 02 minutes 03 seconds East (grid bearing based on said Indiana State Plane East Zone) along the west line of the southwest quarter of said quarter section a distance of 594.50 feet (all distances in this description are horizontal ground

distances) to a southwest corner of the Grantor's land; thence South 88 degrees 40 minutes 31 seconds East along a south line of the Grantor's land a distance of 15.00 feet to the **Point of Beginning**, said point being 15 feet east by perpendicular measure from said west line; thence North 00 degrees 02 minutes 03 seconds East parallel with and 15 feet east by perpendicular measure from said west line a distance of 742.13 feet; thence North 00 degrees 01 minute 48 seconds West parallel with and 15 feet east by perpendicular measure from the west line of the northwest quarter of said quarter section a distance of 924.12 feet to the south line of a 0.119-acre tract of land as described in Instrument Number 2006041657 in the Office of Recorder of Hamilton County, Indiana; thence North 89 degrees 58 minutes 13 seconds East along said south line a distance of 1.50 feet to the southeast corner of said tract; thence North 28 degrees 57 minutes 33 seconds East along the east line of said tract a distance of 105.90 feet to the northeast corner of said tract on the south right of way line of State Road 38; thence South 60 degrees 40 minutes 10 seconds East along said south right of way line a distance of 596.42 feet; thence South 60 degrees 51 minutes 36 seconds East along said south right of way line a distance of 347.40 feet to a point hereinafter referred to as **Point "A"**; thence South 0 degrees 00 minutes 00 seconds East a distance of 34.34 feet; thence North 60 degrees 51 minutes 36 seconds West a distance of 347.40 feet; thence North 60 degrees 40 minutes 10 seconds West a distance of 583.09 feet; thence South 28 degrees 57 minutes 33 seconds West a distance of 71.10 feet; thence South 00 degrees 01 minute 48 seconds East a distance of 913.69 feet; thence South 00 degrees 02 minutes 03 seconds West a distance of 742.81 feet to the south line of the Grantor's land; thence North 88 degrees 40 minutes 31 seconds West along said south line a distance of 30.01 feet to the **Point of Beginning**. Together with that part of the Grantor's land, if any, that lies between the west line of said strip and the east right of way line of Grassy Branch Road. Containing 1.850 acres, more or less.

Permanent Easement B

Part of the Northwest Quarter of Section 20, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the aforesaid **Point "A"**; thence North 00 degrees 00 minutes 00 seconds East a distance of 91.59 feet to the north right of way line of State Road 38; thence North 60 degrees 51 minutes 36 seconds West along said north right of way line a distance of 34.34 feet to the **Point of Beginning**; thence North 00 degrees 00 minutes 00 seconds East a distance of 34.34 feet; thence South 60 degrees 51 minutes 36 seconds East a distance of 541.40 feet; thence South 71 degrees 23 minutes 35 seconds East a distance of 50.00 feet; thence South 60 degrees 54 minutes 39 seconds East a distance of 124.95 feet; thence South 61 degrees 02 minutes 11 seconds East a

distance of 673.73 feet to an east line of the Grantor's land; thence South 00 degrees 04 minutes 44 seconds West along said east line a distance of 34.26 feet to the northeast corner of a 0.176-acre tract of land as described in said Instrument Number 2006041657 (the following three (3) courses are along the northerly lines of said tract); (1) thence North 61 degrees 02 minutes 11 seconds West a distance of 690.31 feet; (2) thence North 60 degrees 54 minutes 39 seconds West a distance of 124.98 feet; (3) thence South 29 minutes 05 minutes 21 seconds West a distance of 9.14 feet to said north right of way line; thence North 60 degrees 51 minutes 36 seconds West a distance of 573.87 feet to the **Point of Beginning**, containing 0.962 acres, more or less.

Part of Tax Parcels #29-06-17-000-007.000-014 and #29-06-20-000-001.000-014

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, on the area as depicted on Exhibit "A" attached hereto.

Said gas mains shall be installed at least**36**..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

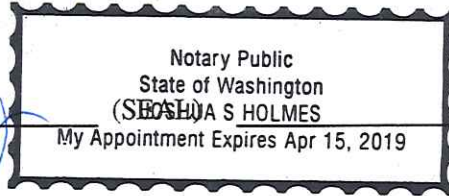
Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Co-Personal Representatives' Deed** dated **July 31, 2007** and placed of record as Instrument # **2007063319** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned have set hereunto **their** hands and seals this

12th day of September, A.D., 20 17.

Phyllis Jean Lay
Phyllis Jean Lay



(SEAL)

STATE OF WA

COUNTY OF Pierce

} ss:

Personally appeared before me this day **Phyllis Jean Lay**, and acknowledged the execution of the above instrument to be **their** voluntary act and deed.

Witness my hand and notarial seal, this 12th day of Sept, 20 17.

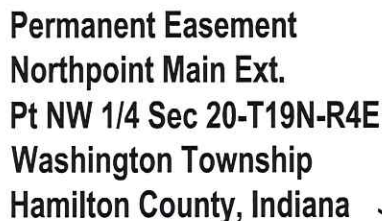
[Signature]
NOTARY PUBLIC
Joshua S. Holmes
PRINTED NAME

My Commission expires April 15 2019 My County of Residence is Pierce

This instrument prepared by the Grantee named herein by **John W. Bauer**.

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.

John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS · LIS

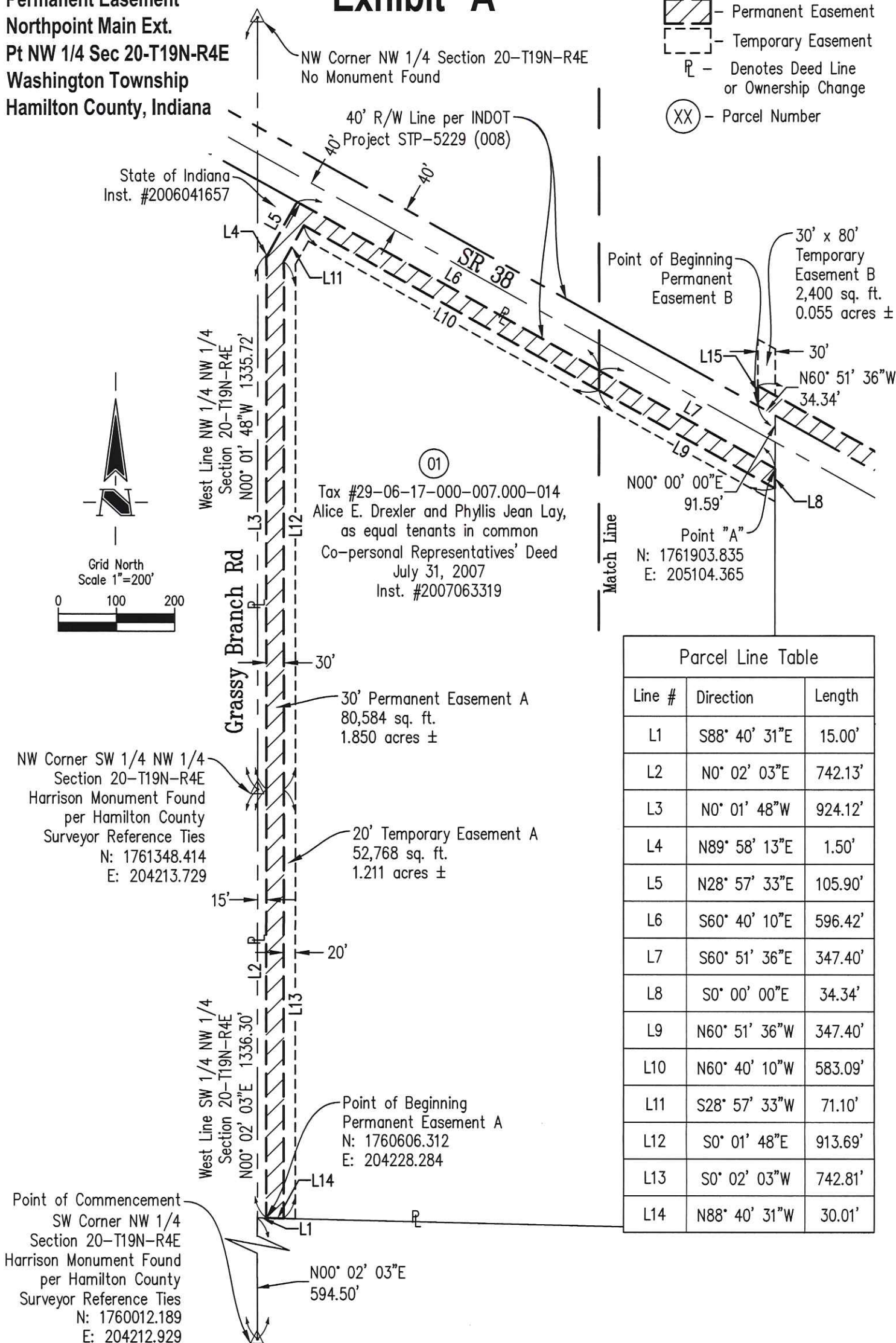


VECTREN

Exhibit "A"

LEGEND

-  - Permanent Easement
 - Temporary Easement
 - Denotes Deed Line or Ownership Change
 - Parcel Number



Parcel Line Table		
Line #	Direction	Length
L1	S88° 40' 31"E	15.00'
L2	N0° 02' 03"E	742.13'
L3	N0° 01' 48"W	924.12'
L4	N89° 58' 13"E	1.50'
L5	N28° 57' 33"E	105.90'
L6	S60° 40' 10"E	596.42'
L7	S60° 51' 36"E	347.40'
L8	S0° 00' 00"E	34.34'
L9	N60° 51' 36"W	347.40'
L10	N60° 40' 10"W	583.09'
L11	S28° 57' 33"W	71.10'
L12	S0° 01' 48"E	913.69'
L13	S0° 02' 03"W	742.81'
L14	N88° 40' 31"W	30.01'



Permanent Easement
Northpoint Main Ext.
Pt NW 1/4 Sec 20-T19N-R4E
Washington Township
Hamilton County, Indiana

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
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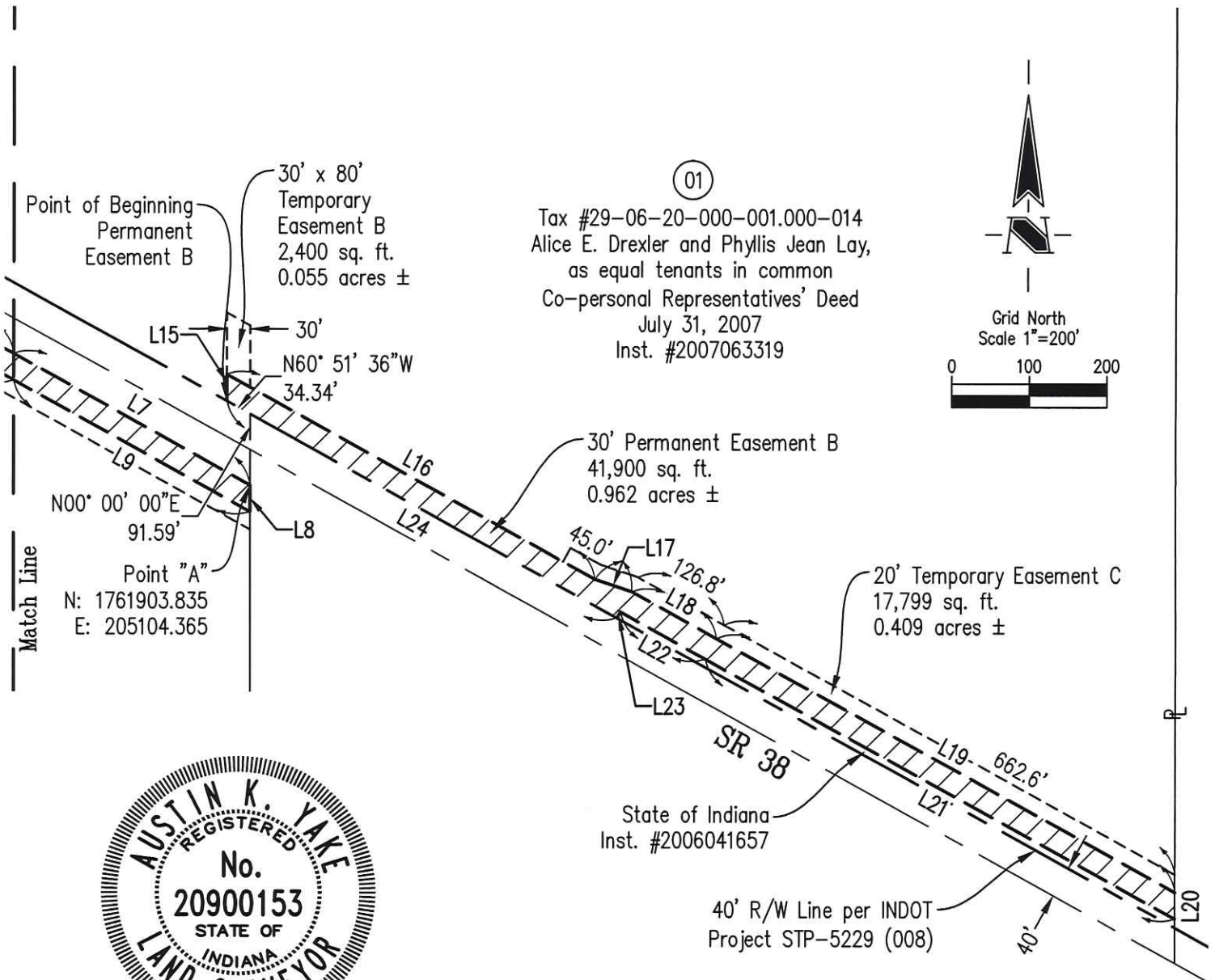


VECTREN

Exhibit "A"

LEGEND

- Permanent Easement
- Temporary Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



Austin K. Yake
Austin K. Yake
Registered Land Surveyor #20900153
May 10, 2017

NOTE:
The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:
All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.

Parcel Line Table		
Line #	Direction	Length
L15	N0° 00' 00"E	34.34'
L16	S60° 51' 36"E	541.40'
L17	S71° 23' 35"E	50.00'
L18	S60° 54' 39"E	124.95'
L19	S61° 02' 11"E	673.73'
L20	S0° 04' 44"W	34.26'
L21	N61° 02' 11"W	690.31'
L22	N60° 54' 39"W	124.98'
L23	S29° 05' 21"W	9.14'
L24	N60° 51' 36"W	573.87'

425-

2017045757 EASEMENTS \$25.00
09/14/2017 02:31:02P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Parcel 2 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Frank Hahn**, hereinafter called the Grantor, of **Yavapai** County, Arizona, in consideration of the sum of One dollar (**\$1.00**) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northeast Quarter (NE ¼) of Section**19**....., Township**19**..... **N**, Range**4**..... **E**, County of **Hamilton**, State of Indiana, and consists of:

A strip of land described as follows:

Part of the Northeast Quarter of Section 19, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1762687.604 North and 201543.908 East; thence South 89 degrees 55 minutes 26 seconds East (grid bearing based on said Indiana State Plane East Zone) along the north line of said quarter section a distance of 2136.44 feet (all distances in this description are horizontal ground distances) to the southwesterly line of a 0.353-acre tract of land as described in Instrument Number 2006027960 in the Office of Recorder of Hamilton County, Indiana; thence South 60 degrees 47 minutes 30 seconds East along said southwesterly line a distance of 218.27 feet to the **Point of Beginning** at

a northwest corner of the Grantor's land; thence continuing South 60 degrees 47 minutes 30 seconds East along said southwesterly line a distance of 301.21 feet to a northeast corner of the Grantor's land; thence South 21 degrees 54 minutes 29 seconds East along an east line of the Grantor's land a distance of 47.79 feet; thence North 60 degrees 47 minutes 30 seconds West a distance of 338.41 feet to a west line of the Grantor's land; thence North 29 degrees 12 minutes 30 seconds East along said west line a distance of 30.00 feet to the **Point of Beginning**. Containing 0.220 acres, more or less.

Part of Tax Parcel #29-06-19-000-004.102-015

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land**20**..... feet in width, parallel with and adjoining the above described strip on the **south** as shown on the attached Exhibit "A".

Said gas mains shall be installed at least**36**..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Warranty Deed** dated **April 13, 2016** and placed of record as Instrument # **2016016564** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto **his** hand and seal this

15th day of Sept., A.D., 20 17.

Frank Hahn (SEAL)
Frank Hahn

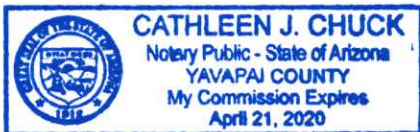
STATE OF Arizona

COUNTY OF Yavapai

} ss:

Personally appeared before me this day **Frank Hahn**, and acknowledged the execution of the above instrument to be **his** voluntary act and deed.

Witness my hand and notarial seal, this 15th day of September, 20 17.



Cathleen J. Chuck
NOTARY PUBLIC
Cathleen J. Chuck
PRINTED NAME

My Commission expires 04/21/2020 My County of Residence is Yavapai County

This instrument prepared by the Grantee named herein by **John W. Bauer**.

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.

John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS·LIS



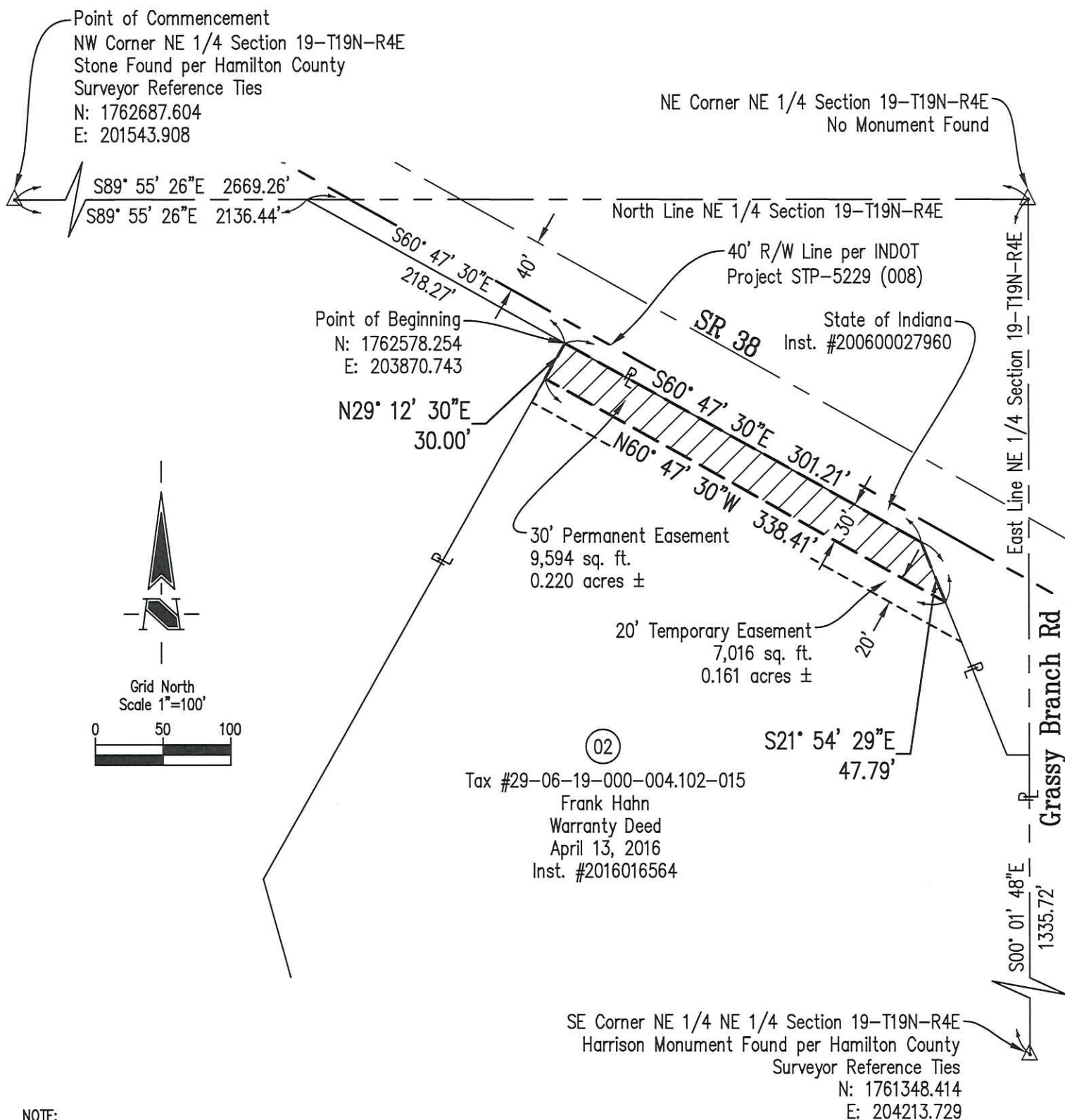
VECTREN

Permanent Easement
Northpoint Main Ext.
Pt NE 1/4 Sec 19-T19N-R4E
Washington Township
Hamilton County, Indiana

Exhibit "A"

LEGEND

- Permanent Easement
- Temporary Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.



2500
④

2017043806 EASEMENTS \$25.00
09/05/2017 01:25:12P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Parcel 3 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **CR White Aurora, L.L.C., an Indiana limited liability company**, hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (**\$1.00**) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northeast Quarter (NE ¼) of Section19....., Township19..... N, Range4..... E, County of Hamilton, State of Indiana, and consists of:

A strip of land described as follows:

Part of the Northeast Quarter of Section 19, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the Northwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1762687.604 North and 201543.908 East; thence South 89 degrees 55 minutes 26 seconds East (grid bearing based on said Indiana State Plane East Zone) along the north line of said quarter section a distance of 2136.44 feet (all distances in this description are horizontal ground distances) to the southwesterly line of a 0.353-acre tract of land as described in Instrument Number 2006027960 in the Office of Recorder of Hamilton County, Indiana and the **Point of Beginning** at a northeast corner of the Grantor's land; thence South 60 degrees 47 minutes 30 seconds East along said southwesterly line a distance of 218.27 feet to a northeast corner of the Grantor's land; thence

South 29 degrees 12 minutes 30 seconds West along an east line of the Grantor's land a distance of 30.00 feet; thence North 60 degrees 47 minutes 30 seconds West a distance of 272.12 feet to the north line of said quarter section, said line being a north line of the Grantor's land; thence South 89 degrees 54 minutes 55 seconds East along said north line a distance of 61.64 feet to the **Point of Beginning**. Containing 0.169 acres, more or less.

Part of Tax Parcel #29-06-19-000-004.002-015

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land**20**..... feet in width, parallel with and adjoining the above described strip on the **south** as shown on the attached Exhibit "A".

Said gas mains shall be installed at least**36**..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

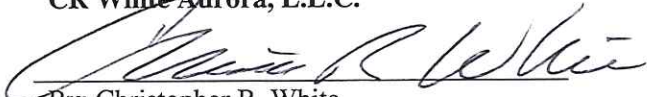
Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Warranty Deed** dated **December 27, 2007** and placed of record as Instrument # **2008002524** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto **his** hand and seal this

29 day of August, A.D., 20 17.

CR White Aurora, L.L.C.



By: Christopher R. White
Its: Manager

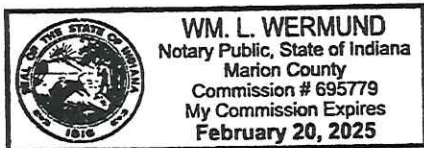
STATE OF Indiana

COUNTY OF Hamilton

} ss:

Personally appeared before me this day **CR White Aurora, L.L.C.**, an **Indiana limited liability company**, by **Christopher R. White**, its **Manager**, who acknowledged the execution of the above instrument to be **his** voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this 29 day of August, 20 17.




NOTARY PUBLIC

WM. L. WERMUND
PRINTED NAME

My Commission expires 2/20/25 My County of Residence is Marion

This instrument prepared by the Grantee named herein by **John W. Bauer**.

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.

John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS·LIS



VECTREN

LEGEND

- Permanent Easement
- Temporary Easement
- Denotes Deed Line or Ownership Change
- Parcel Number

Exhibit "A"

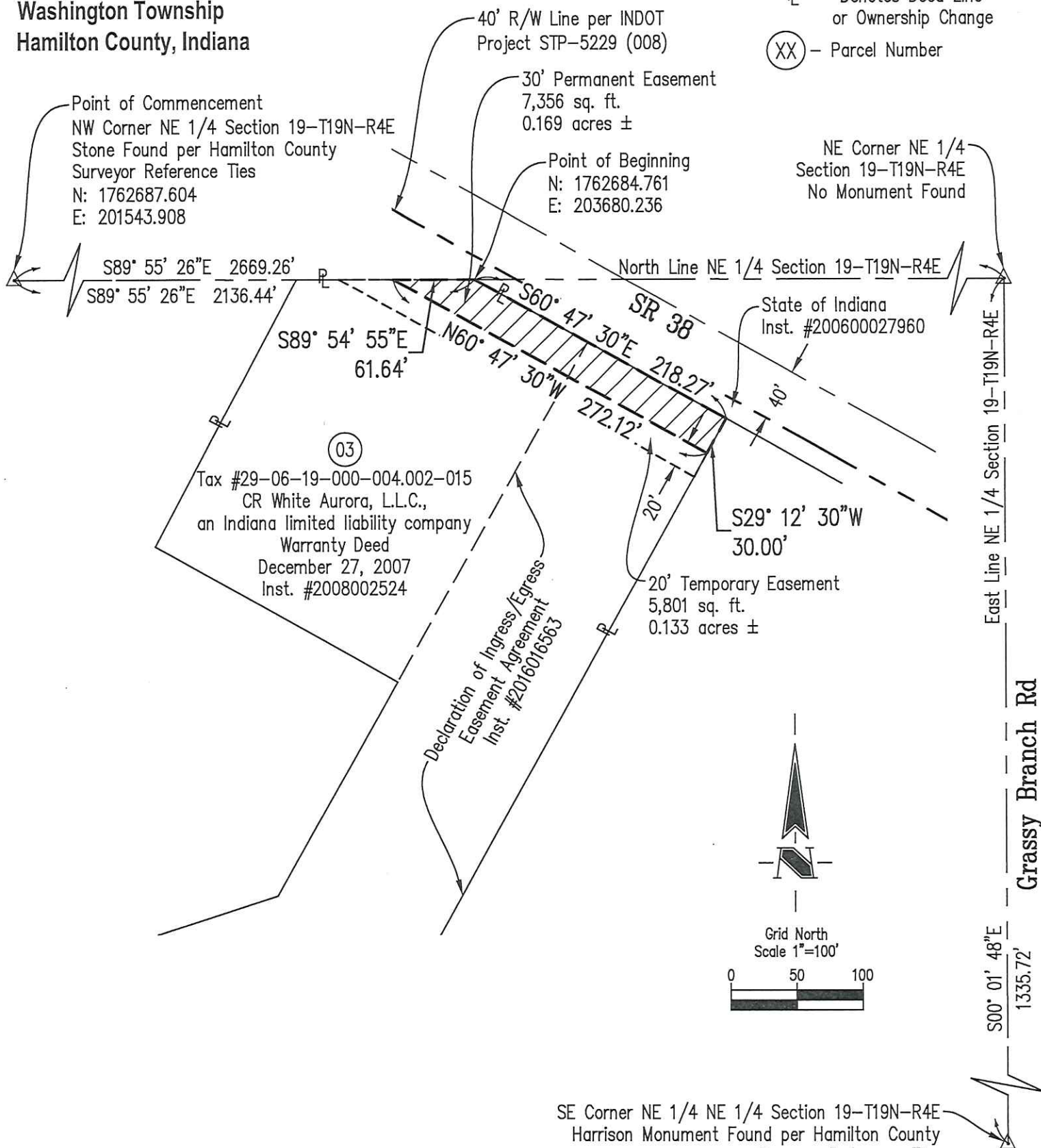
Permanent Easement

Northpoint Main Ext.

Pt NE 1/4 Sec 19-T19N-R4E

Washington Township

Hamilton County, Indiana



NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.

Austin K. Yake
Austin K. Yake
Registered Land Surveyor #20900153
May 12, 2017



Parcel 4 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Pamela S. Bontrager**, hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northwest Quarter (NW ¼) of Section20....., Township19..... N, Range4..... E, County of Hamilton, State of Indiana, and consists of:

A strip of land described as follows:

Part of the Northwest Quarter of Section 20, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being a strip of land 20 feet in width, the west line of which lies 15 feet east by perpendicular measure from the following described line:

Commencing at the Southwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1760012.189 North and 204212.929 East; thence North 00 degrees 02 minutes 03 seconds East (grid bearing based on said Indiana State Plane East Zone) along the west line of the southwest quarter of said quarter section a distance of 380.00 feet (all distances in this description are horizontal ground distances) to the **Point of Beginning** at the southwest corner of the Grantor's land; thence continuing North 00 degrees 02 minutes 03 seconds East along said west line a distance of

214.50 feet to the **Terminus** at the northwest corner of the Grantor's land. The sidelines of said strip being lengthened or shortened to intersect with the south line and the north line of the Grantor's land. Together with that part of the Grantor's land, if any, that lies between the west line of said strip and the east right of way line of Grassy Branch Road. Containing 0.098 acres, more or less.

Part of Tax Parcel #29-06-20-000-025.000-014

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land5..... feet in width, parallel with and adjoining the above described strip on the **east** as shown on the attached Exhibit "A".

Said gas mains shall be installed at least36..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Trustee's Deed** dated **January 10, 2017** and placed of record as Instrument Number **2017001698** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto **her** hand and seal this

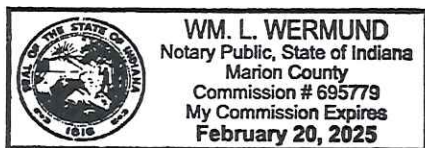
7 day of December, A.D., 20 17.

 (SEAL)
Pamela S. Bontrager

STATE OF Indiana
COUNTY OF Hamilton } ss:

Personally appeared before me this day **Pamela S. Bontrager** and acknowledged the execution of the above instrument to be **her** voluntary act and deed.

Witness my hand and notarial seal, this 7 day of December, 20 17.




NOTARY PUBLIC
WM. L. WERMUND
PRINTED NAME

My Commission expires 2/20/25 My County of Residence is Marion

This instrument prepared by the Grantee named herein by **John W. Bauer**.

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.
John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS·LIS



VECTREN

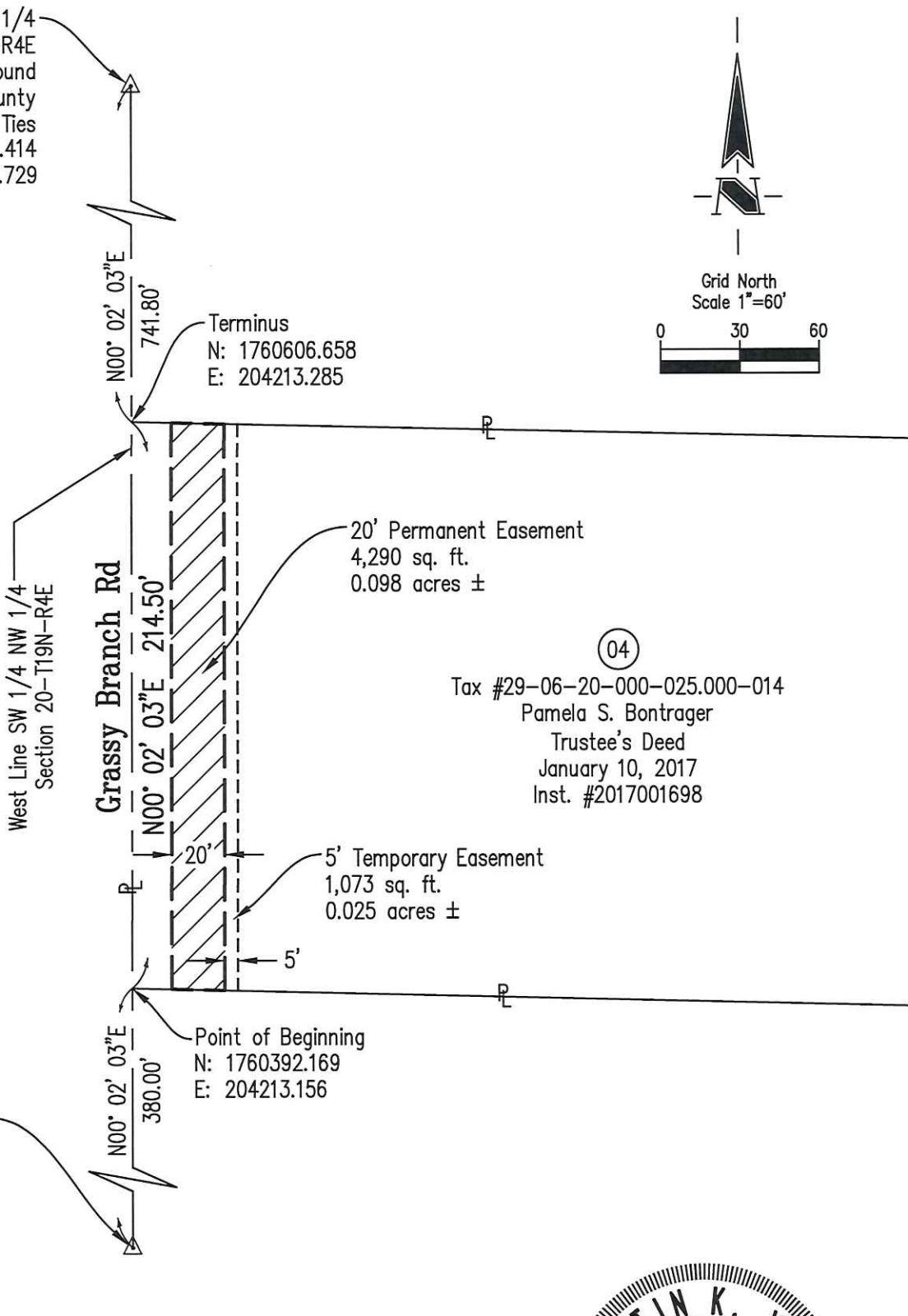
Permanent Easement
Northpoint Main Ext.
Pt NW 1/4 Sec 20-T19N-R4E
Washington Township
Hamilton County, Indiana

Exhibit "A"

LEGEND

- Permanent Easement
- Denotes Deed Line or Ownership Change
- Parcel Number

NW Corner SW 1/4 NW 1/4
Section 20-T19N-R4E
Harrison Monument Found
per Hamilton County
Surveyor Reference Ties
N: 1761348.414
E: 204213.729



NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.



Austin K. Yake

Austin K. Yake
Registered Land Surveyor #20900153
May 15, 2017

425

2017051254 EASEMENTS \$25.00
10/16/2017 01:41:45P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Parcel 5 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **The First Baptist Church of Westfield, Inc., an Indiana non-profit corporation**, hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (**\$1.00**) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northwest Quarter (NW ¼) of Section20....., Township19..... North, Range4..... East,
County of **Hamilton**, State of Indiana, and consists of:

A strip of land described as follows:

Part of the Northwest Quarter of Section 20, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being a strip of land 30 feet in width, the west line of which lies 15 feet east by perpendicular measure from the following described line:

Beginning at the Southwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1760012.189 North and 204212.929 East; thence North 00 degrees 02 minutes 03 seconds East (grid bearing based on said Indiana State Plane East Zone) along the west line of the southwest quarter of said quarter section a distance of 380.00 feet (all distances in this description are horizontal ground distances) to the **Terminus** at the northwest corner of the Grantor's land. The sidelines of said strip being lengthened or shortened to intersect with the south line and the north line of the Grantor's land. Together with that part of the Grantor's land, if any, that lies between the west

line of said strip and the east right of way line of Grassy Branch Road. Containing 0.262 acres, more or less.

Part of Tax Parcel #29-06-20-000-024.000-014

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

Said gas mains shall be installed at least**36**..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed. The undersigned persons executing this instrument on behalf of the Grantor represent and certify that they are duly elected officers of the Grantor and have been fully empowered to execute and deliver this instrument that all necessary corporate action for the granting of such easement has been taken and done.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Warranty Deed** dated **September 22, 2005** and placed of record as Instrument Number **200500068167** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto their hand and seal this

24th day of September, A.D., 20 17.

The First Baptist Church of Westfield, Inc.,
an Indiana non-profit corporation, by:

David Hardesty

ATTEST:

Printed: DAVID HARDESTY
Title TRUSTEE, First Baptist Church of Westfield

By: Charles Lumpkin
Its: _____

STATE OF Indiana
COUNTY OF Hamilton } ss:

Personally appeared before me this day **The First Baptist Church of Westfield, Inc., an Indiana non-profit corporation**, by David Hardesty, its Trustee
and by _____, its _____, and

acknowledged the execution of the above instrument to be their voluntary act and deed for and on behalf of said corporation.

Witness my hand and notarial seal, this 24th day of Sept., 20 17.

Loree Hildreth
NOTARY PUBLIC
Loree Hildreth
PRINTED NAME

My Commission expires Jan 18, 2025 My County of Residence is Hamilton

This instrument prepared by the Grantee named herein by **John W. Bauer.**

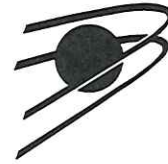
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS · LIS



VECTREN

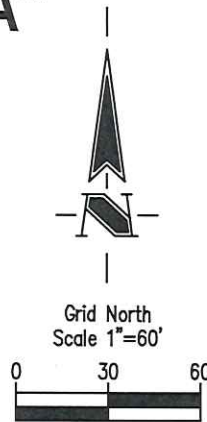
Permanent Easement
Northpoint Main Ext.
Pt NW 1/4 Sec 20-T19N-R4E
Washington Township
Hamilton County, Indiana

Exhibit "A"

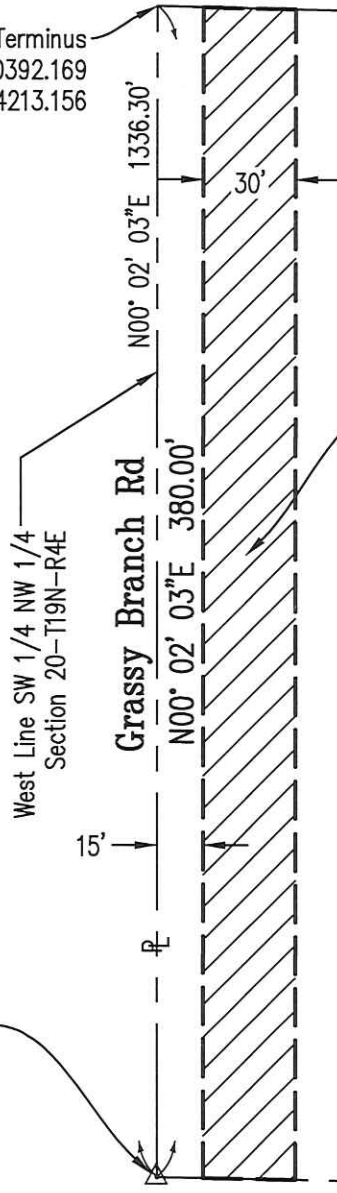
LEGEND

- Permanent Easement
- Denotes Deed Line or Ownership Change
- Parcel Number

NW Corner SW 1/4 NW 1/4
Section 20-T19N-R4E
Harrison Monument Found
per Hamilton County
Surveyor Reference Ties
N: 1761348.414
E: 204213.729



Terminus
N: 1760392.169
E: 204213.156



30' Permanent Easement
11,397 sq. ft.
0.262 acres ±

(05)

Tax #29-06-20-000-024.000-014
The First Baptist Church of Westfield, Inc.,
an Indiana non-profit corporation
Warranty Deed
September 22, 2005
Inst. #200500068167

Point of Beginning
SW Corner NW 1/4
Section 20-T19N-R4E
Harrison Monument Found
per Hamilton County
Surveyor Reference Ties
N: 1760012.189
E: 204212.929

NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.

Austin K. Yake
Austin K. Yake
Registered Land Surveyor #20900153
May 15, 2017



425

2017057943 EASEMENTS \$25.00
11/22/2017 01:59:19P 4 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

Parcel 6 Job # 17583002041214/001 Hamilton County
SR 38 and Grassy Branch Road 8" Line Washington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Joseph G. Roberts**, hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Southwest Quarter (SW ¼) of Section**20**....., Township**19**..... N, Range**4**..... E, County of **Hamilton**, State of Indiana, and consists of:

A strip of land described as follows:

Part of the Southwest Quarter of Section 20, Township 19 North, Range 4 East of the Second Principal Meridian in Hamilton County, Indiana, being a strip of land 30 feet in width, the west line of which lies 15 feet east by perpendicular measure from the following described line:

Beginning at the Northwest corner of said quarter section, said corner being at Indiana State Plane East Zone (NAD 83, 2011, EPOCH 2010.0000, US Survey feet) coordinate 1760012.189 North and 204212.929 East; thence South 00 degrees 00 minutes 32 seconds West (grid bearing based on said Indiana State Plane East Zone) along the west line of the southwest quarter of said quarter section a distance of 1350.00 feet (all distances in this description are horizontal ground distances) to the **Terminus**. The sidelines of said strip being lengthened or shortened to intersect

with the north line of the Grantor's land. Together with that part of the Grantor's land, if any, that lies between the west line of said strip and the east right of way line of Grassy Branch Road.

Containing 0.929 acres, more or less.

Part of Tax Parcel #29-06-20-000-023.000-014

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land**20**..... feet in width, parallel with and adjoining the above described strip on the **east** as shown on the attached Exhibit "A".

Said gas mains shall be installed at least**36**..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Warranty Deed** dated **May 16, 1977** and placed of record in Deed Book **296**, Page **83** in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto **his** hand and seal this

19th day of October, A.D., 20 17.

Joseph G. Roberts (SEAL)
Joseph G. Roberts

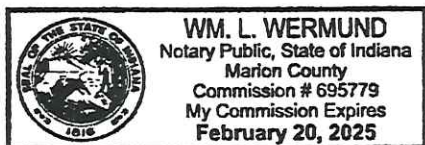
STATE OF Indiana

COUNTY OF Hamilton

} ss:

Personally appeared before me this day **Joseph G. Roberts** and acknowledged the execution of the above instrument to be **his** voluntary act and deed.

Witness my hand and notarial seal, this 19th day of October 20 17.



[Signature]
NOTARY PUBLIC

WM. L. WERMUND
PRINTED NAME

My Commission expires 2/20/25 My County of Residence is MARION

This instrument prepared by the Grantee named herein by **John W. Bauer**.

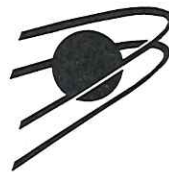
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

John W. Bauer



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS · LIS



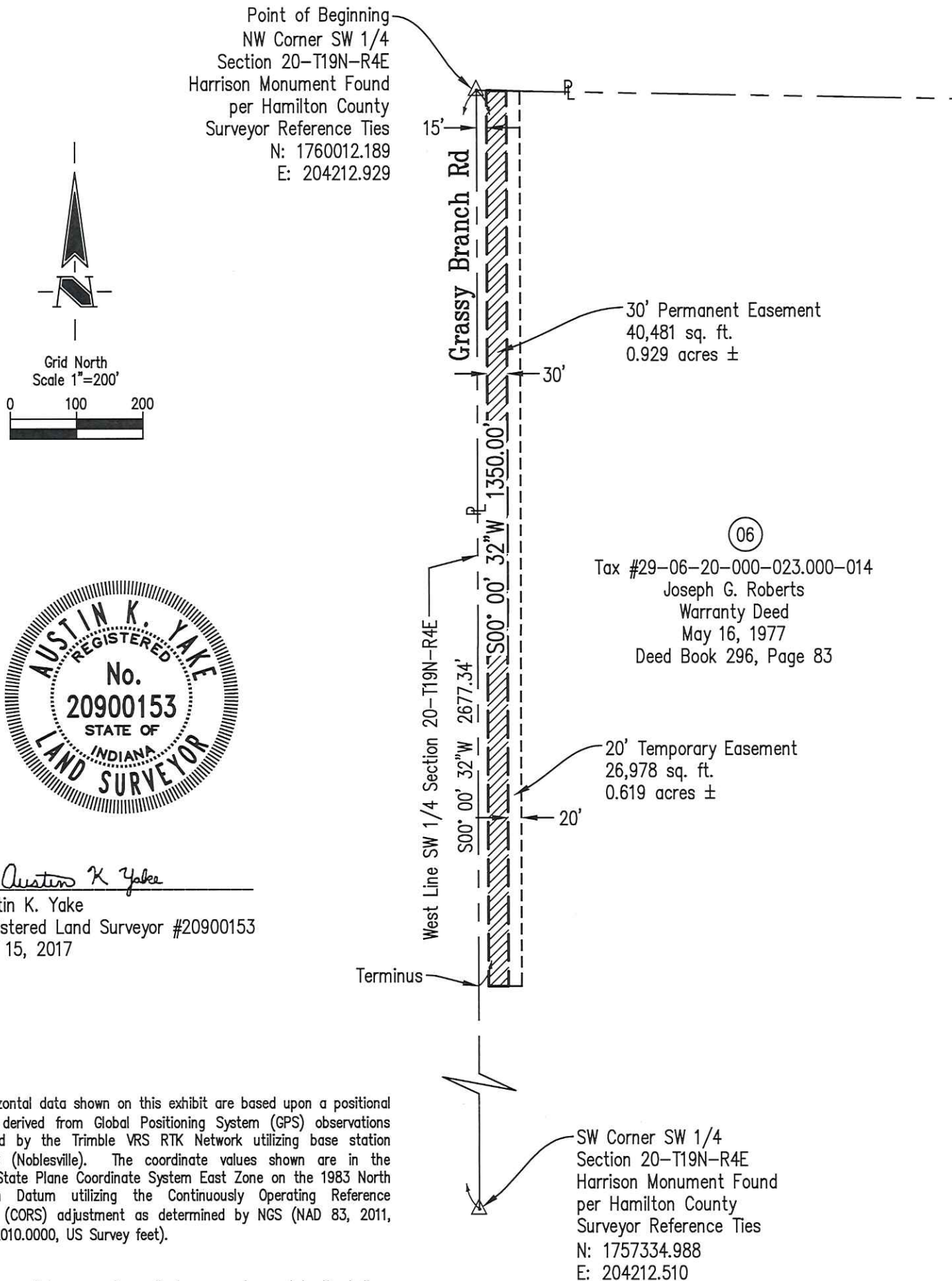
VECTREN

Permanent Easement
Northpoint Main Ext.
Pt SW 1/4 Sec 20-T19N-R4E
Washington Township
Hamilton County, Indiana

Exhibit "A"

LEGEND

- Permanent Easement
- Temporary Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from Global Positioning System (GPS) observations processed by the Trimble VRS RTK Network utilizing base station IN_HAMC (Noblesville). The coordinate values shown are in the Indiana State Plane Coordinate System East Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - East Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.99994664. Distances shown hereon are GROUND distances. The Combined Scale Factor has been applied.

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee **\$2300.00** _____
Fee Waived _____

Application Date: 3/27/2020 Estimated Completion Date: 9/30/2020

Work Address: Along 161st St. from Union to Carey Rd - WO32956481 Subdivision: Oak Manor

Along Oak Rd From 161st St to S. of Cool Creek

Name of Contractor/Utility: Duke Energy

Address: 100 S. Mill Creek Rd.
City: Noblesville State: IN Zip: 46062
Phone: 317-776-5340 Fax: _____
Email: dan.benson@duke-energy.com

Name of Sub-Contractor: ARC

Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

LOCATION: ☒ Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm IUPPS Number: _____

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

Please describe proposed work: Increasing line capacity and substation tie.

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: 1 # of Lanes to be Closed: _____ # of Hours Closed: _____

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: Dan Benson

Digitally signed by Dan Benson
Date: 2020.03.26 13:47:31 -04'00'

Title: Eng. Tech

Printed Name: Dan Benson

Date: 3/27/2020

Company Name: Duke Energy

Phone Number: 317-776-5340

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: 2

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

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.

If another method has been pre-approved, please list below:

Any potholing which may become necessary as a result of this work MUST be documented with notice sent to the City of Westfield. Additional fees may apply as a result of road cuts or potholing for utilities and will assessed as an amended invoice for this permit.

Director/or his representative

Adam Essex
Project Manager/when applicable

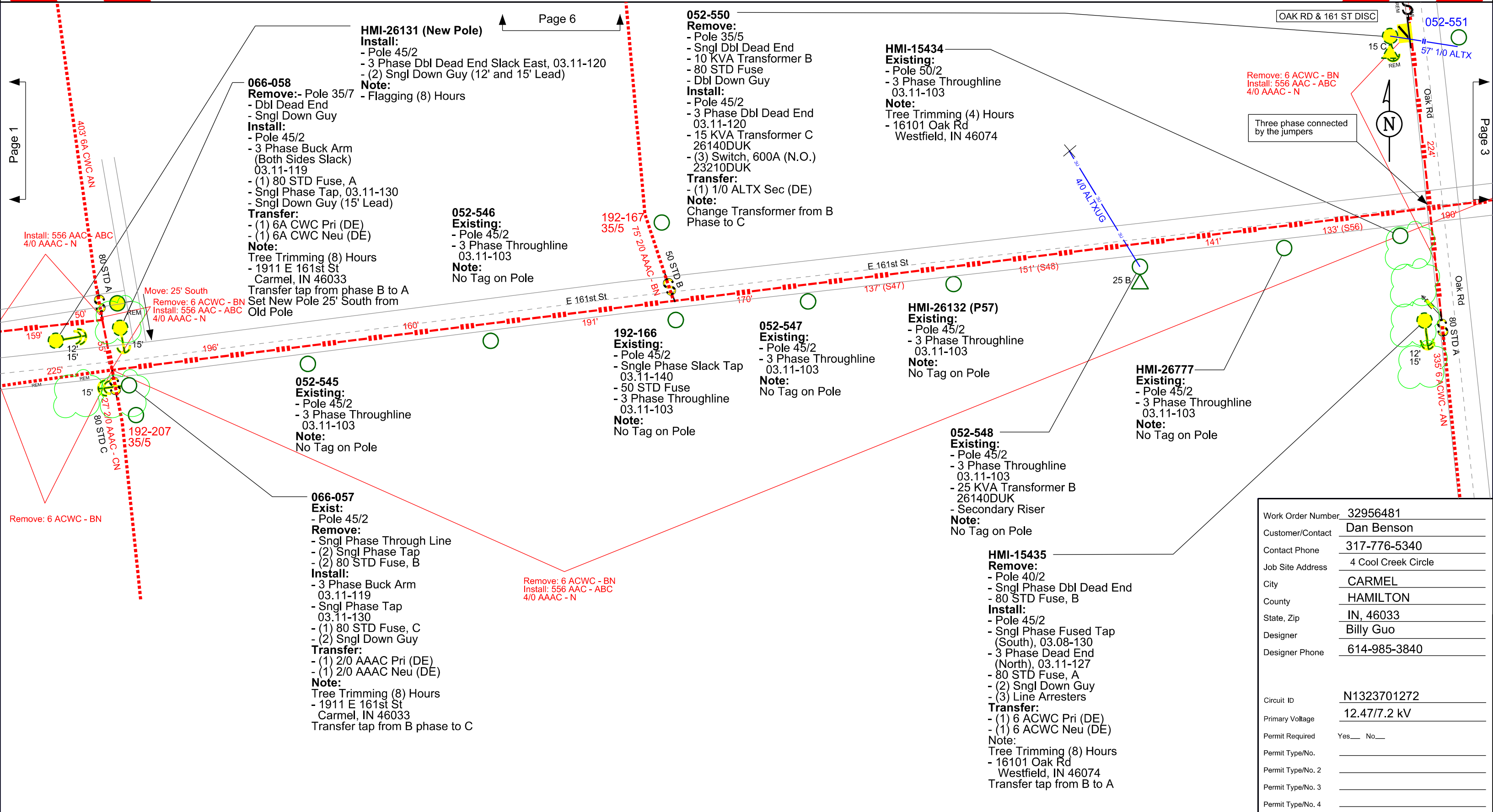
5/6/2020
Date Approved

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



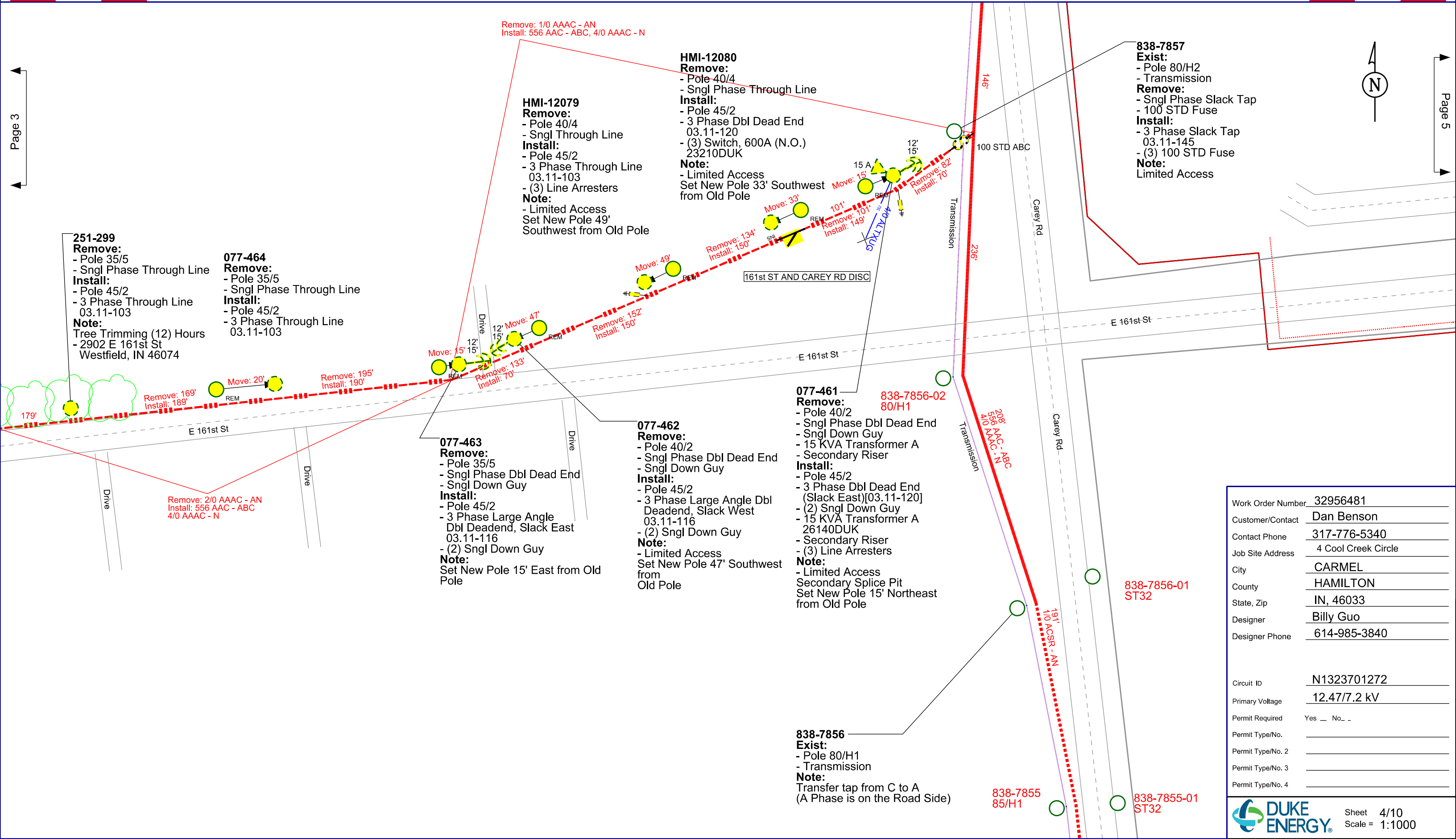


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.





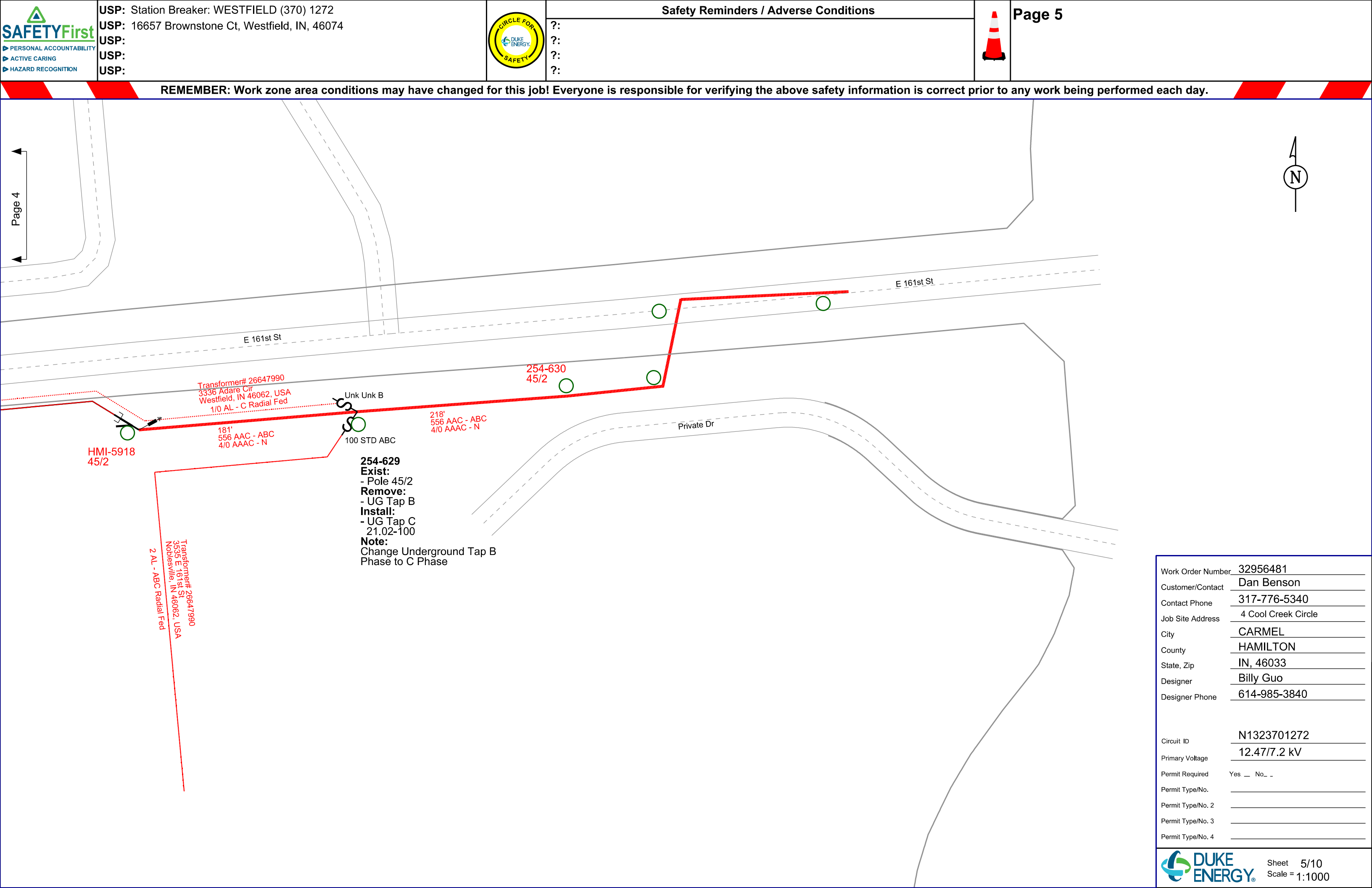
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

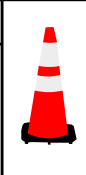


Page 3

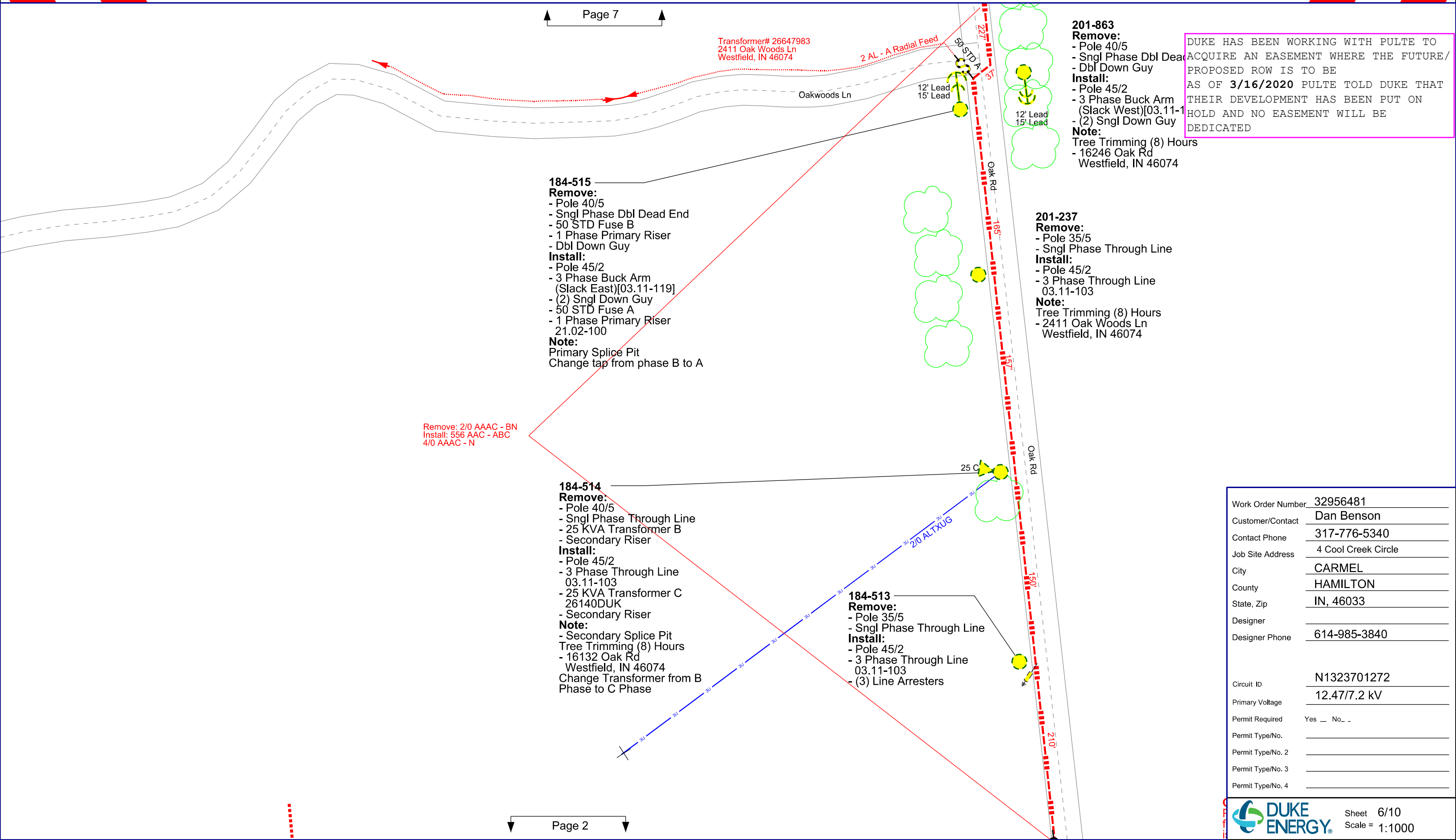
Page 5

Work Order Number	32956481
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	4 Cool Creek Circle
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	Billy Guo
Designer Phone	614-985-3840
Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





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

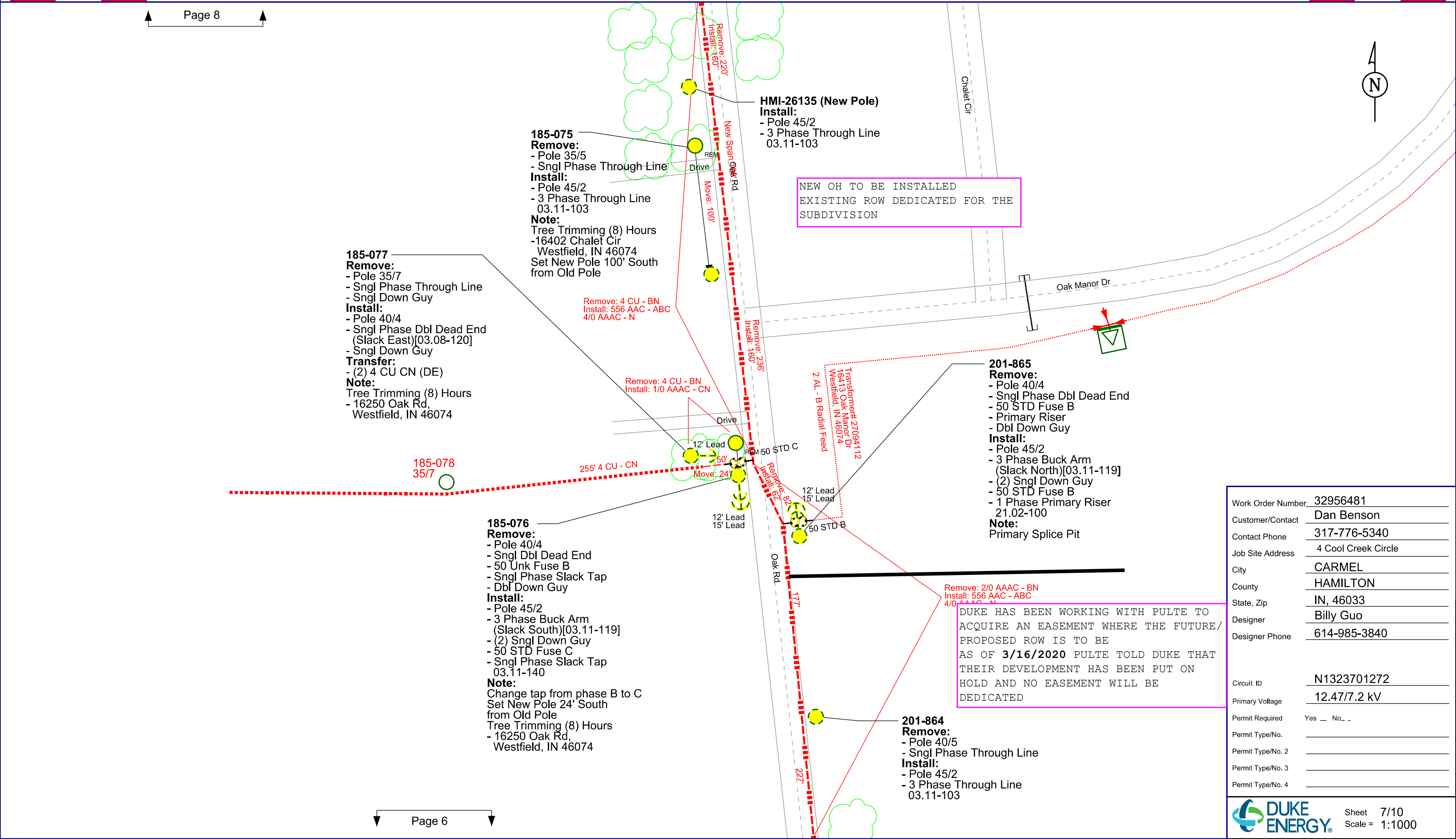


DUKE HAS BEEN WORKING WITH PULTE TO ACQUIRE AN EASEMENT WHERE THE FUTURE/ PROPOSED ROW IS TO BE AS OF 3/16/2020 PULTE TOLD DUKE THAT THEIR DEVELOPMENT HAS BEEN PUT ON HOLD AND NO EASEMENT WILL BE DEDICATED

Work Order Number	32956481
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	4 Cool Creek Circle
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	
Designer Phone	614-985-3840
Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



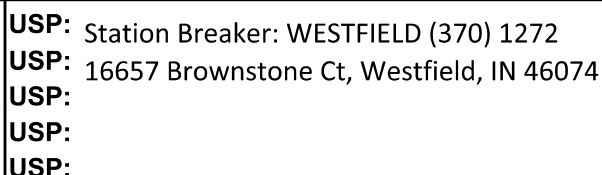
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	32956481
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	4 Cool Creek Circle
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	Billy Guo
Designer Phone	614-985-3840
Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

Page 9

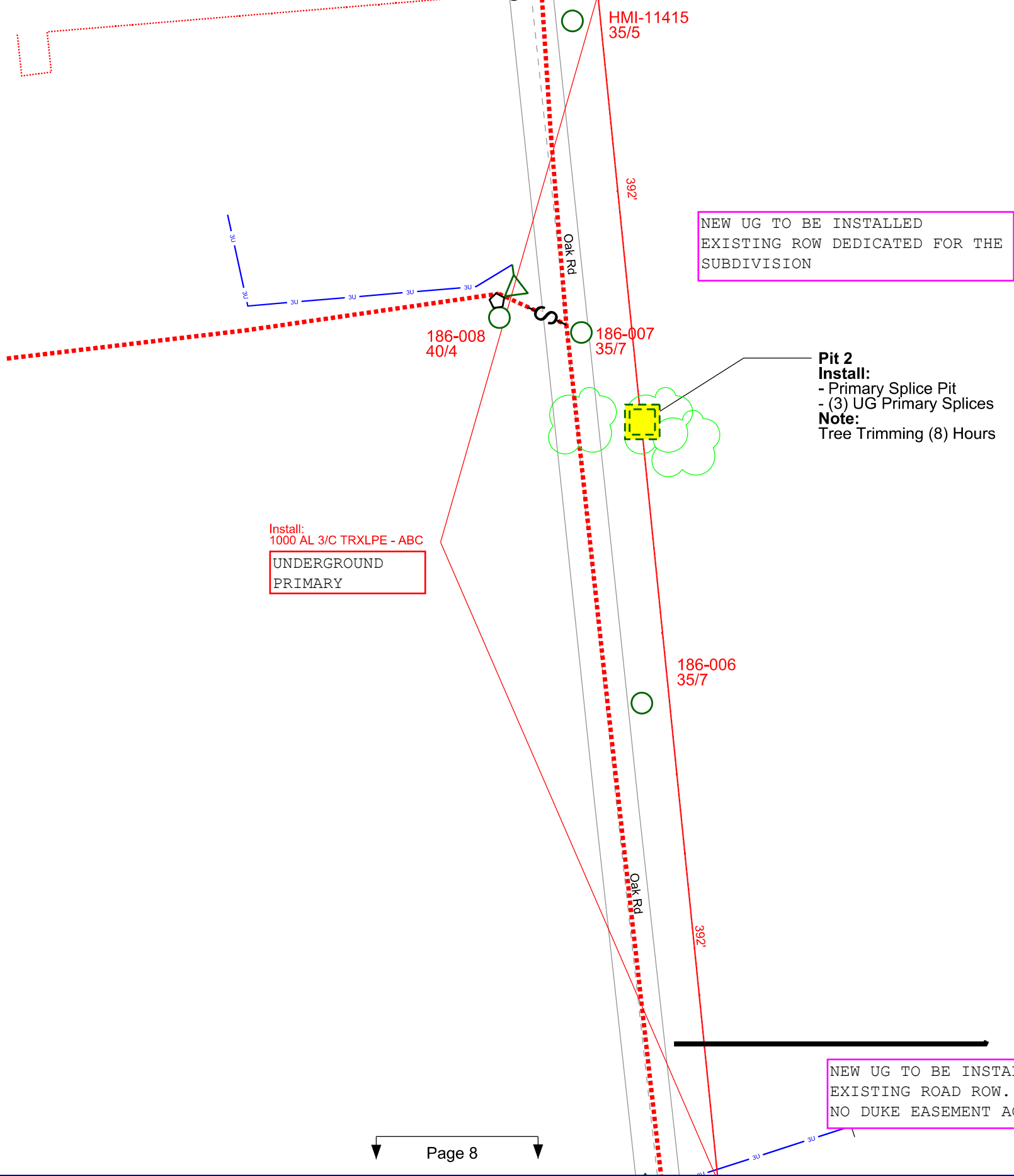




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REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Install:
1000 AL 3/C TRXLPE - ABC

UNDERGROUND
PRIMARY

Pit 2
Install:
 - Primary Splice Pit
 - (3) UG Primary Splices
Note:
 Tree Trimming (8) Hours

NEW UG TO BE INSTALLED AT OLD/
EXISTING ROAD ROW.
NO DUKE EASEMENT ACQUIRED.

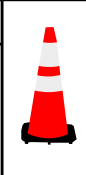
Work Order Number	32956481
Customer/Contact	Dan Benson
Contact Phone	312-776-5340
Job Site Address	4 Cool Creek Circle
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	Billy Guo
Designer Phone	614-985-3840

Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☐ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

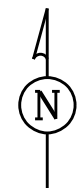
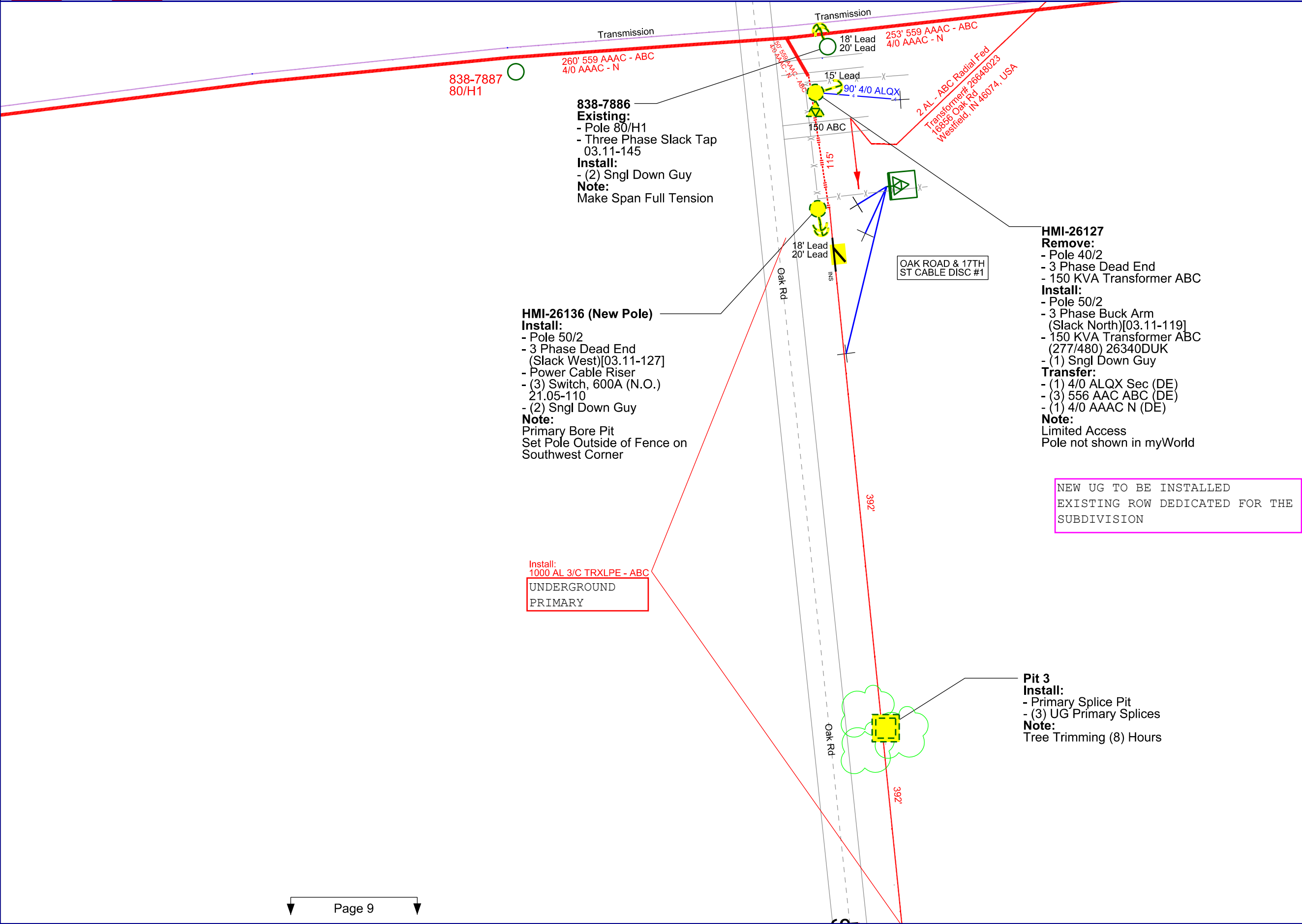


Sheet 9/10
Scale = 1:1000

Page 8



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



Work Order Number	32956481
Customer/Contact	Dan Benson
Contact Phone	317-776-5340
Job Site Address	4 Cool Creek Circle
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	Billy Guo
Designer Phone	614-985-3840
Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 5-15-20 Estimated Completion Date: 6-15-20
Work Address: 443 W 161st St Subdivision: SPRINGMILL STATION FLATS

Name of Contractor/Utility: Duke Energy
Address: 212 S Mill St
City: Noblesville State: IN Zip: 46062
Phone: 317-349-1144 Fax: _____
Email: marc.diller@duke-energy.com

Name of Sub-Contractor: ARC America
Address: 311 S Indiana Ave
City: Wakarusa State: IN Zip: 46573
Phone: 317-995-2207 Fax: _____
Email: paul.slonaker@arcamerican.com

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm IUPPS Number: _____

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

Please describe proposed work: Duke WO: 36341332 Pole relocation for entrance

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

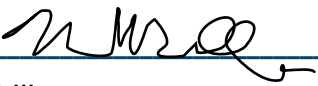
TRAFFIC PORTION AFFECTED BY PERMIT

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

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant:  Title: Subdivision Project Manager
Printed Name: Marc V. Diller Date: 5-15-20
Company Name: Duke Energy Phone Number: 317-349-1144

For Office Use Only:

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

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

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

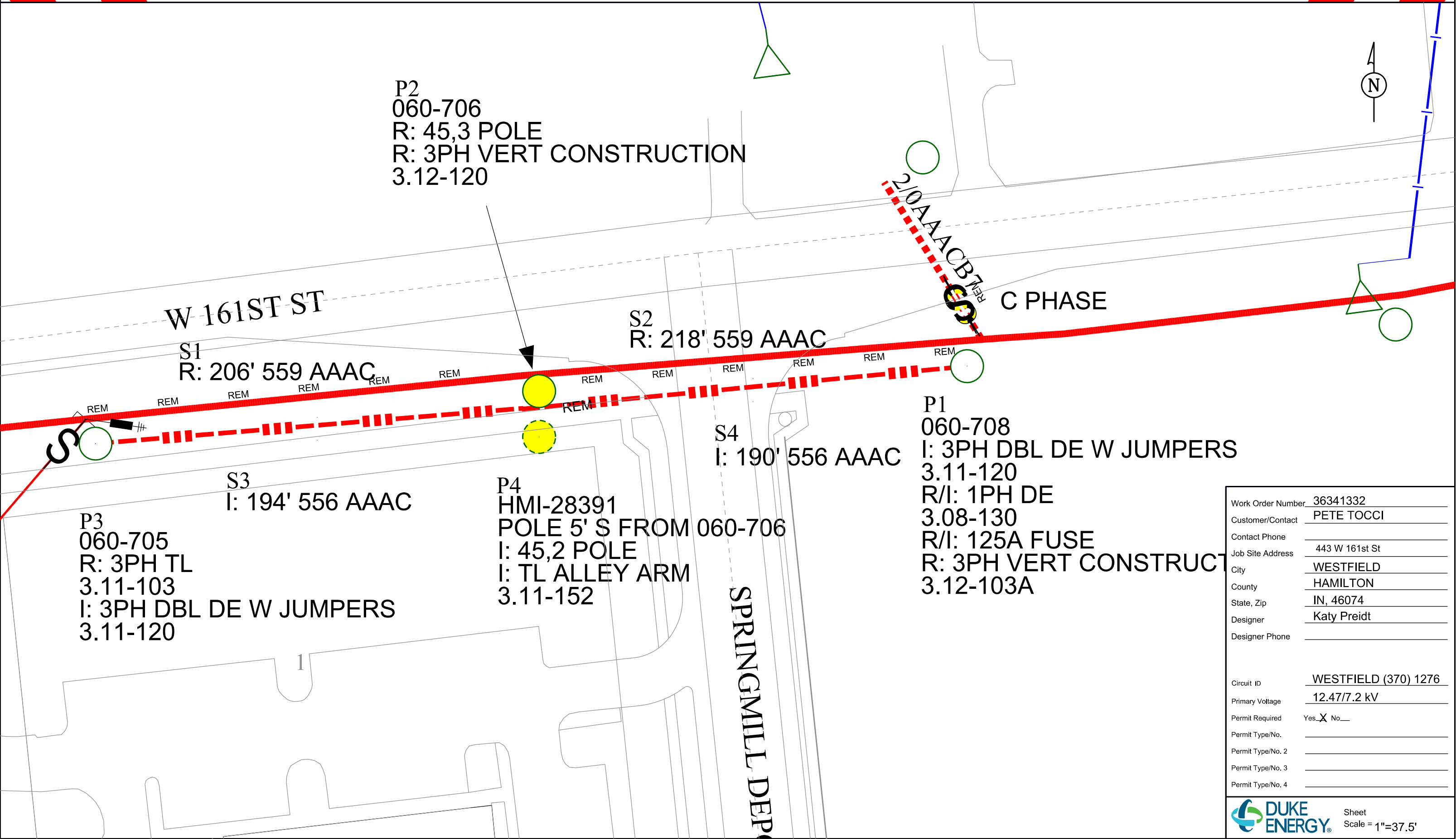
Director/or his representative

Project Manager/when applicable

Date Approved



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



Work Order Number	36341332
Customer/Contact	PETE TOCCI
Contact Phone	
Job Site Address	443 W 161st St
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Katy Preidt
Designer Phone	
Circuit ID	WESTFIELD (370) 1276
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Sheet
Scale = 1"=37.5'

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

April 2020

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Westfield Police Department

April 2020

Events by Nature

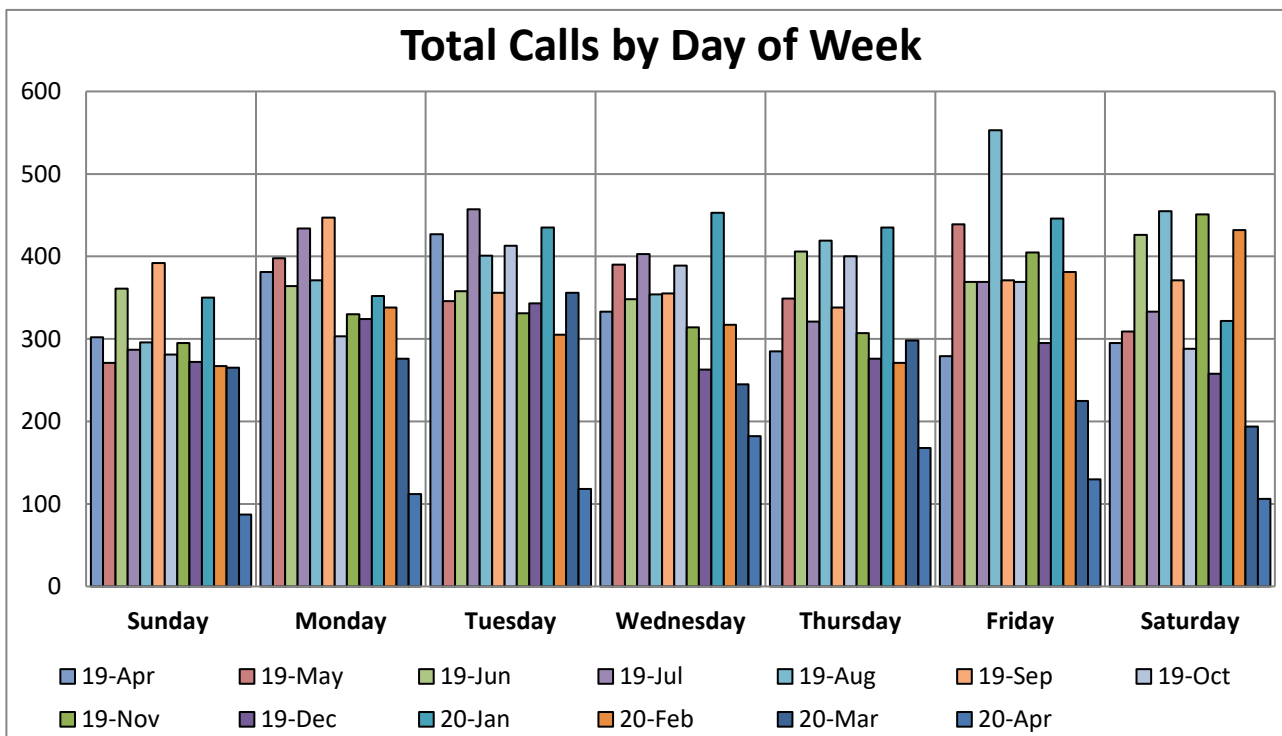
911 Hang Up	27
Abandoned Vehicle	4
Abandonment	1
Abuse / Neglect	2
Accident - Hit & Run PD	4
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	34
Accident - Personal Injury	2
Accident - Sinking Vehicle	0
Accident - Unknown	0
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	94
Alarm - Hold Up	13
Animal Bite / Attack	9
Animal Complaint	21
Assist Fire	15
Assist Other Department	10
Assist Public	15
Battery	4
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	59
Child Seat Inspection	0
Civil Dispute	31
Criminal Mischief	20
Damage to Property	0
Death Investigation	3
Directed Patrol	53
Disturbance	28
Driving Complaint	34
Drug Complaint	3
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	8
Found / Lost Property	7
Found Person	1
Fraud Prescription	0
Fraud / Deception	34
Harassment	9
Intoxicated Person	2

Investigation	1
Juvenile Complaint	3
K9 Detail	0
Kidnapping	0
Lock Out	3
Loud Party	3
Mental Emotional - Violent	2
Mental Person	3
Miscellaneous	36
Missing Person	4
Missing Person - PLS	0
Nuisance	4
Ordinance Misc.	17
Parking Complaint	8
Physical Disturbance	10
Product Contamination	0
Reckless Activity	0
Road Rage	3
Robbery	0
Runaway	1
School Patrol	10
Security Check	0
Sex Offense	1
Shooting	0
Solicitor	4
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	70
Suspicious Package	0
Test	0
Theft	31
Theft - From a Vehicle	7
Theft - of a Vehicle	1
Threat to Life	4
Threatening Suicide	6
Tow Release	3
Traffic Hazard	44
Transport	0
Trespassing	16
Traffic Stop	21
Unknown Call for Police	0
VIN Check	0
Wanted	1
Warrant Service	1
Weapons Complaint	1
Welfare Check	34
Total	903

Westfield Police Department
April 2020

Total # of Calls by Day of Week

DAY	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
Sunday	302	271	361	287	296	392	281	295	272	350	267	265	87
Monday	381	398	364	434	371	447	303	330	324	352	338	276	112
Tuesday	427	346	358	457	401	356	413	331	343	435	305	356	118
Wednesday	333	390	348	403	354	355	389	314	263	453	317	245	182
Thursday	285	349	406	321	419	338	400	307	276	435	271	298	168
Friday	279	439	369	369	553	371	369	405	295	446	381	225	130
Saturday	295	309	426	333	455	371	288	451	258	322	432	194	106
TOTAL	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311	1859	903

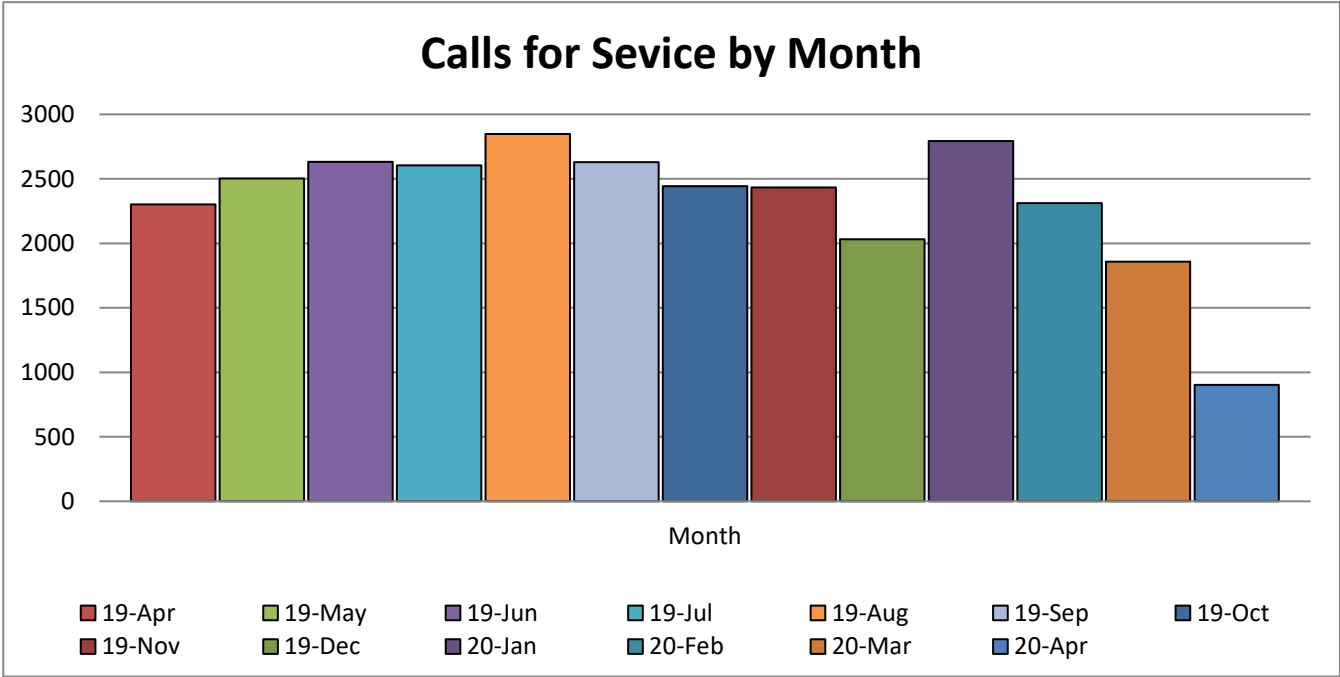


Westfield Police Department
April 2020

Total # of Calls by Hour of Day

HOUR	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
0	85	121	106	99	119	116	93	102	85	97	103	78	17
1	56	85	56	80	73	83	64	55	33	66	71	31	15
2	44	59	45	42	49	59	62	49	33	49	48	41	12
3	38	39	34	39	32	62	58	35	19	48	48	29	9
4	28	18	16	20	25	32	24	26	33	45	41	10	3
5	17	25	22	23	37	40	30	43	42	51	33	29	15
6	36	24	53	57	45	42	42	27	49	35	34	48	37
7	43	84	103	71	116	90	68	77	54	71	69	86	39
8	129	160	181	136	134	128	137	142	104	184	111	107	30
9	158	173	176	160	171	155	155	172	126	185	164	114	47
10	135	155	189	152	165	175	140	144	129	156	130	119	34
11	96	135	108	127	149	132	118	141	123	157	126	93	59
12	87	120	113	127	138	108	105	123	89	141	98	101	44
13	150	120	121	123	148	106	127	131	101	142	117	100	69
14	135	128	131	159	164	126	134	131	94	166	119	119	42
15	117	121	127	131	161	120	124	99	109	165	121	114	61
16	111	131	111	117	148	132	110	99	87	124	100	88	52
17	108	144	134	96	132	109	101	100	79	66	88	92	60
18	174	137	165	182	187	176	155	196	144	176	141	96	55
19	144	121	168	161	159	154	153	171	108	186	153	97	39
20	69	82	86	79	67	90	90	60	76	107	89	74	63
21	94	94	105	120	136	108	103	98	89	95	73	43	47
22	138	109	146	172	152	139	152	100	122	147	121	63	26
23	110	117	136	131	142	148	98	112	103	134	113	87	28
TOTAL	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311	1859	903

Westfield Police Department
April 2020



Westfield Police Department
April 2020

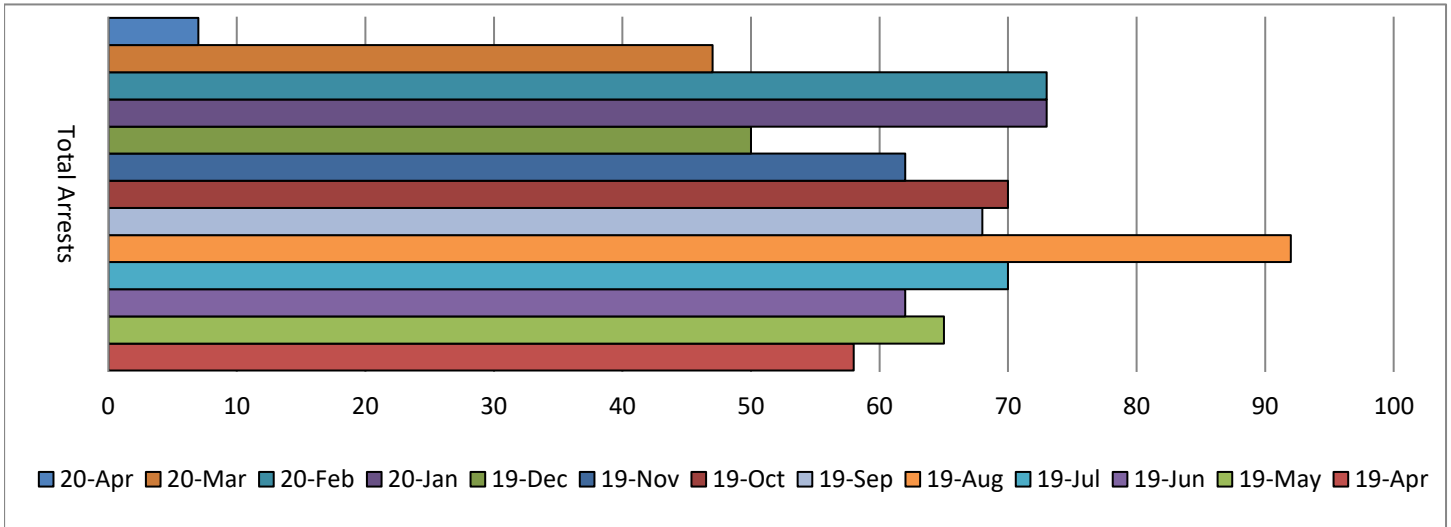
UCR OFFENSES

OFFENSE	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
Arson	0	0	0	0	1	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	2	0	1	0	0	0	0	1	-1	0	1	0
Robbery	2	0	0	0	0	0	0	2	0	0	0	0	0
Battery - Aggravated	0	0	0	0	0	1	0	1	0	0	1	3	1
Battery - Simple	9	14	18	17	14	22	9	12	15	18	22	21	18
Burglary	2	1	0	4	2	0	1	0	0	3	0	2	1
Theft	27	30	20	25	31	24	32	16	28	23	19	30	23
Motor Vehicle Theft	2	0	1	2	1	0	1	1	2	2	0	2	0
TOTAL	42	47	39	49	49	47	43	32	46	45	42	59	43

Westfield Police Department

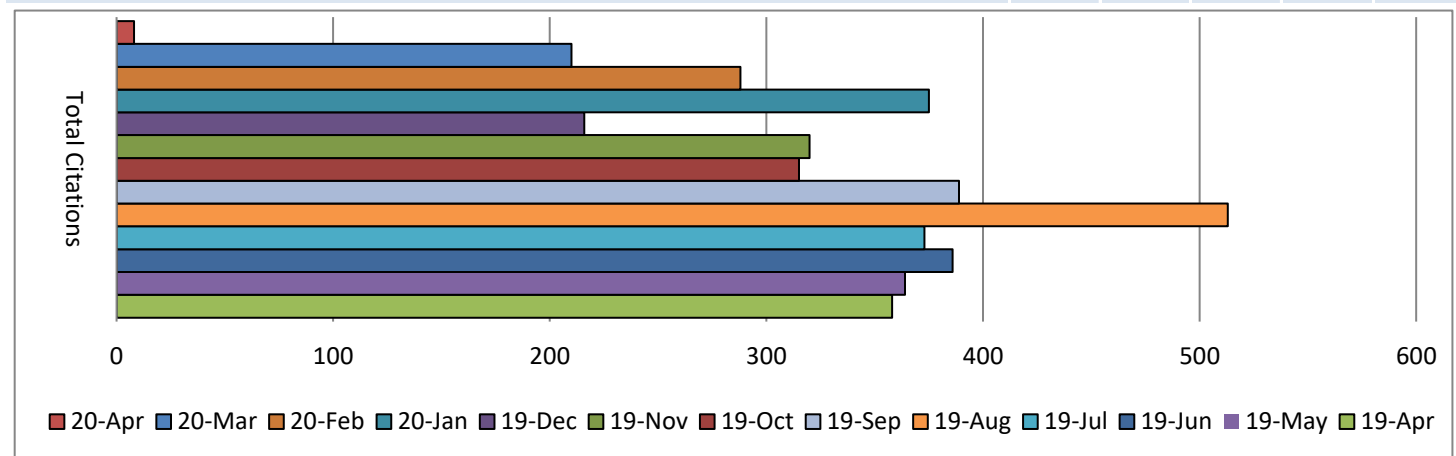
April 2020

Arrest Reports Taken	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
Alcohol/ Drug Related	20	19	28	35	35	27	22	23	18	17	20	20	1
Felony Charges	14	15	11	29	20	31	19	13	12	19	15	21	2
Misdemeanor Charges	75	81	77	89	90	86	82	84	77	63	80	79	9
Total Arrests	58	65	62	70	92	68	70	62	50	73	73	47	7



Traffic	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
Total Citations	358	364	386	373	513	389	315	320	216	375	288	210	8
Total Written Warning	976	973	1202	1057	1232	1167	1051	1263	805	1408	1119	612	25
Total Traffic Accidents	46	88	63	69	55	68	47	77	78	53	45	39	25
Property Damage	40	76	52	62	44	62	37	69	72	48	40	38	24
Personal Injury	6	12	11	7	10	6	10	8	6	5	5	1	1
Fatality	0	0	0	0	1	0	0	0	0	0	0	0	0
Hit and Run*	5	2	5	6	2	9	5	5	3	8	3	4	3

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

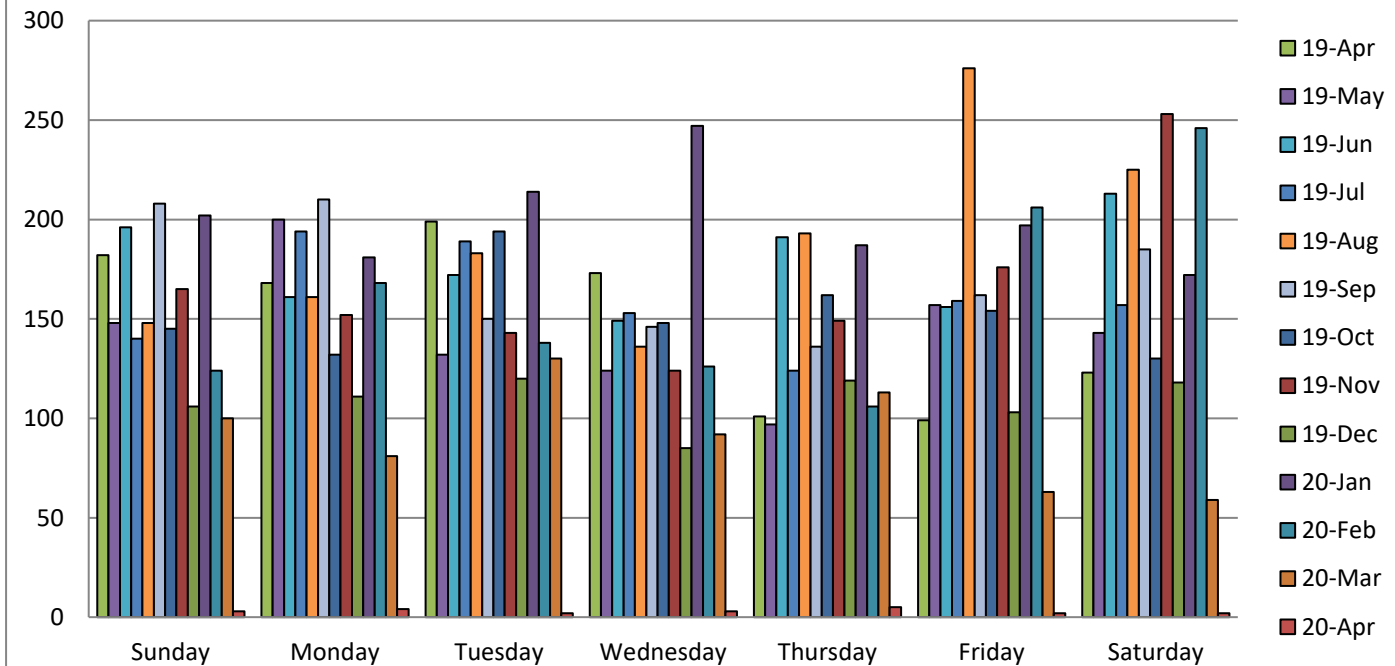


Westfield Police Department
April 2020

Traffic Stops by Day of Week

Day:	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
Sunday	182	148	196	140	148	208	145	165	106	202	124	100	3
Monday	168	200	161	194	161	210	132	152	111	181	168	81	4
Tuesday	199	132	172	189	183	150	194	143	120	214	138	130	2
Wednesday	173	124	149	153	136	146	148	124	85	247	126	92	3
Thursday	101	97	191	124	193	136	162	149	119	187	106	113	5
Friday	99	157	156	159	276	162	154	176	103	197	206	63	2
Saturday	123	143	213	157	225	185	130	253	118	172	246	59	2
TOTAL	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114	638	21

Total Traffic Stops by Day of Week

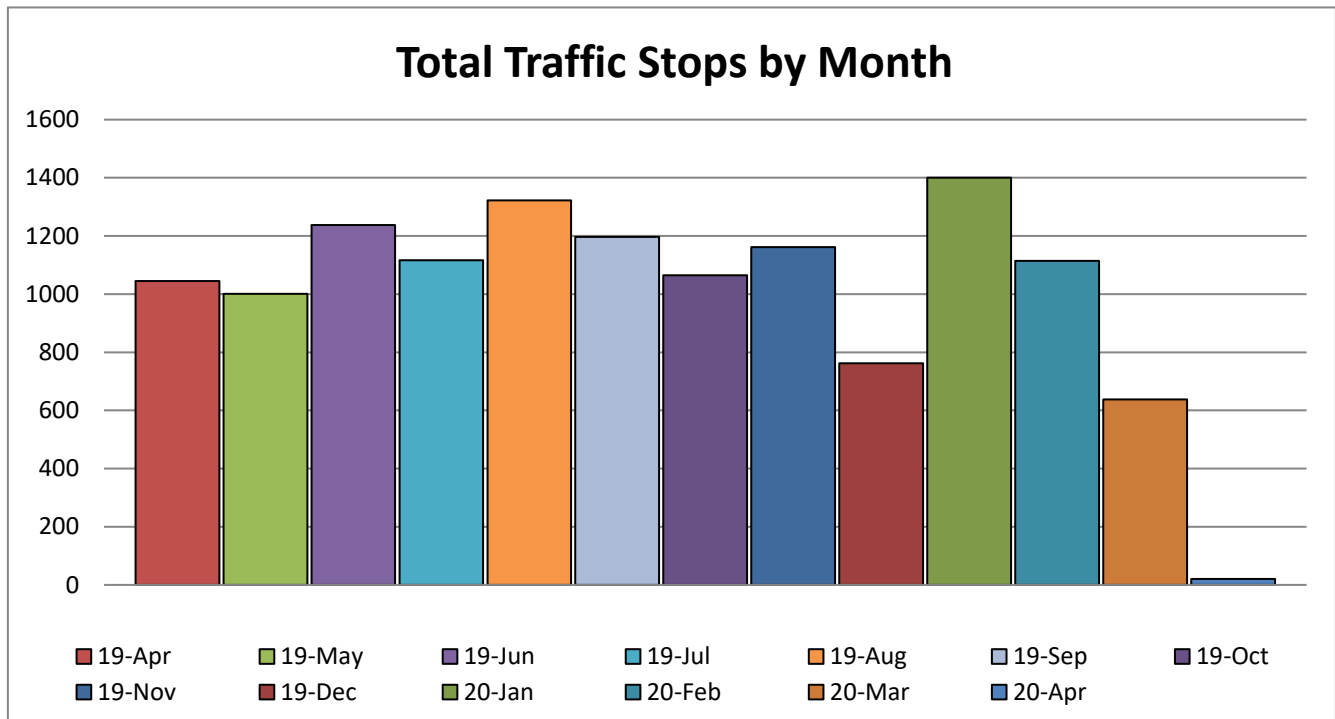


Westfield Police Department
April 2020

Traffic Stops by Hour of the Day

Hour:	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
0	50	83	77	65	73	82	51	48	43	48	55	40	0
1	32	58	32	49	46	53	29	31	20	34	41	8	0
2	24	38	29	21	29	34	30	22	9	18	24	12	0
3	12	18	20	19	14	27	23	11	5	19	21	12	0
4	10	7	3	10	8	17	4	2	4	14	21	2	0
5	7	8	11	9	17	18	10	13	22	26	15	10	0
6	14	9	27	28	26	25	22	8	18	25	15	14	0
7	11	36	48	37	54	40	37	34	11	39	31	37	2
8	61	77	105	71	69	62	75	75	46	86	62	41	1
9	78	82	112	84	71	68	73	90	52	89	88	36	2
10	61	60	104	72	76	72	59	74	52	70	63	30	1
11	37	40	36	45	60	40	50	68	44	77	59	19	0
12	33	29	28	37	59	31	45	41	25	53	40	28	2
13	55	27	41	34	55	27	43	48	23	50	49	27	1
14	50	38	51	41	73	43	49	58	26	84	57	43	2
15	42	31	38	49	69	44	47	45	30	82	47	46	0
16	30	43	25	26	55	36	25	29	21	58	28	19	1
17	30	31	25	17	28	16	21	20	16	12	19	20	2
18	96	53	76	86	81	85	72	112	70	108	74	28	2
19	81	38	101	77	76	81	83	119	54	123	92	45	1
20	19	19	22	14	16	30	25	19	21	58	40	35	0
21	50	39	45	48	63	61	49	52	31	54	29	12	0
22	91	62	86	96	98	91	81	61	66	85	67	25	2
23	71	75	96	81	106	114	62	82	53	88	77	49	2
TOTAL	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114	638	21

Westfield Police Department
April 2020



Westfield Police Department
April 2020

Community Events

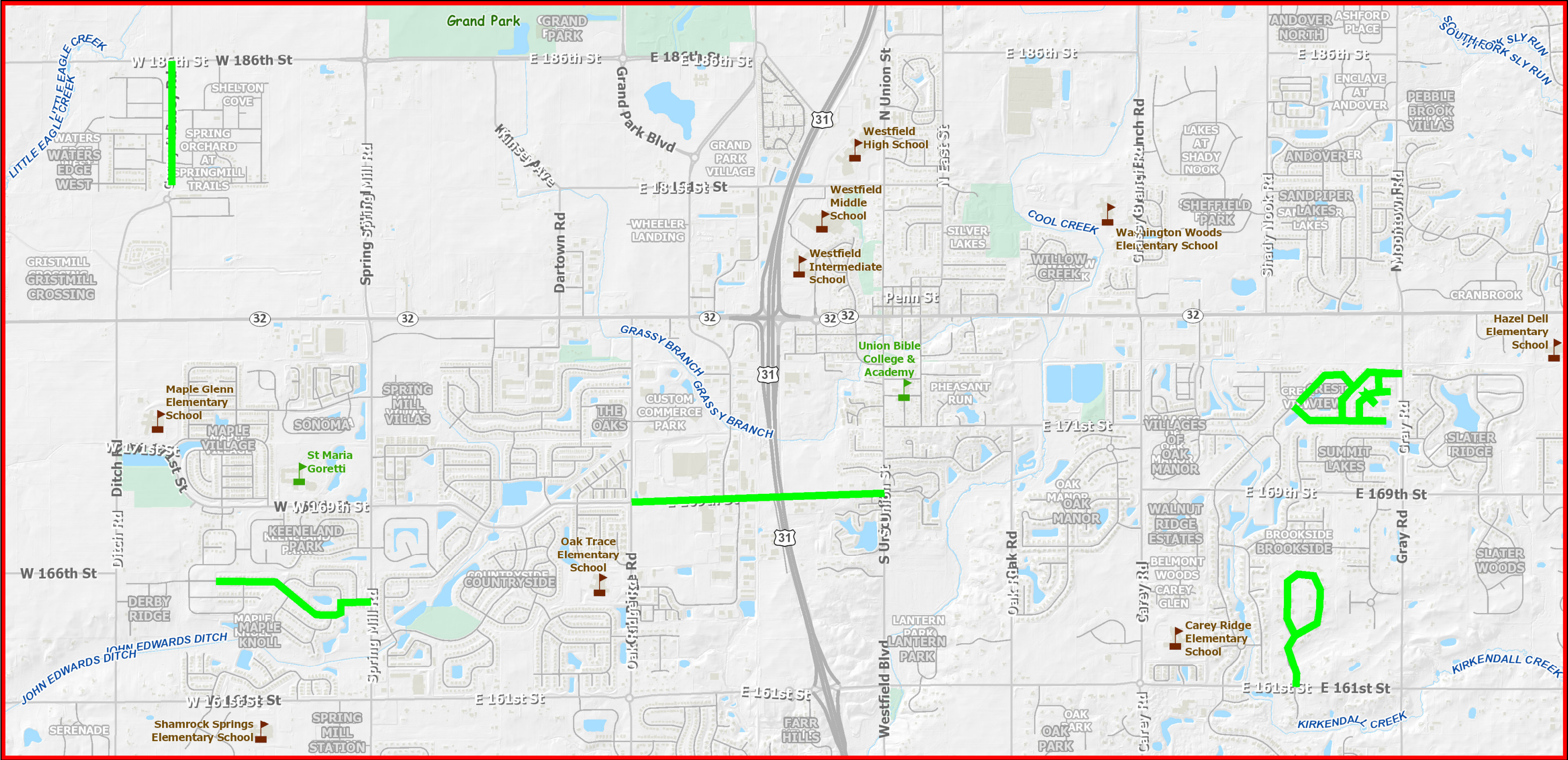
All Events Cancelled Due to COVID-19

Westfield Police Department
April 2020

Training

All Training Cancelled Due to COVID-19

Appendix A - Overall Project Location Map





Best Equipment Company
Tymco 435 Sourcewell Quote

Prepared On	Valid Through	Payment Terms	FOB
February 6, 2020	30 Days	Net 30	Westfield, Indiana

Prepared For	Prepared By
Travis Stetnish Street Superintendent Westfield, IN tstetnish@westfield.in.gov	Shane Langemeier Sales Representative Best Equipment Company shanelangemeier@bestequipmentco.com

Item	Quantity	Unit Price	Subtotal
New Tymco 435, per the attached Sourcewell (NJPA) Quote. Price includes trade in value of 2013 Tymco 435	1	\$118,440.00	\$118,440.00

Subtotal **\$118,440.00**

Total \$118,440.00

Notes
Lead Time: TBD at time of order. Price also includes (1) gutter broom, and HD vac hose at delivery

PURCHASE AGREEMENT:



Sourcewell Quote Form v1.1 - Sourcewell Contract #122017-TYM
Feb. 20, 2018 - Feb. 20, 2022



Customer/Sourcewell Member: City of Westfield, IN
Sourcewell Member #: 42698
Customer Contact Name: Travis Stetnish
Customer Phone: 317.605.6625
Customer E-Mail: tstetnish@westfield.in.gov
Quote Date: 8/17/2018
Quoted By: Kaye Morgan
TYMCO Dealer: Best Equipment Co.
TYMCO Dealer Contact: Shane Langemeier
TYMCO Dealer Contact E-Mail: shanelangemeier@bestequipmentco.com

Purchasing Details

Issue Purchase Orders to TYMCO, Inc.
 ATTN: Kaye Morgan
 kaye.morgan@tymco.com
 254-799-5546

Quote is Good for 30 Days
 Pricing is Quoted in US Dollars (USD)
 Payment Terms: Net 30 Days

MODEL 435 SWEEPER STANDARD EQUIPMENT

AUXILIARY ENGINE: Kubota V2403-CR-TE4B Final Tier 4 (FT4) turbocharged diesel water cooled; 4 cyl.; 148.5 CID; 56 HP @ 2100 RPM; Torque: 140 ft. lbs. @ 2100 RPM; includes fuel/water separator and heavy duty air cleaner filter with pre-cleaner.

AUTOMATIC SHUTDOWN SYSTEM: Automatic engine shutdown when engine coolant temperature is too high, coolant level is too low or oil pressure is too low.

ABRASION PROTECTION PACKAGE: Standard hopper screen; separator liner; pick-up head suction nozzle liner and pressure wear pads; heavy duty pressure and suction hoses.

DUST CONTROL SYSTEM: 150 gallon capacity translucent polyethylene water tank; 5 gpm electric diaphragm type pump; low water warning light; spray nozzles at gutter broom and inside hopper, individually controlled; flexible 20-foot long water fill hose with 2-1/2" quick disconnect coupling.

DUST SEPARATOR CLEANOUT PLUG EXTENSION HANDLE

HOPPER DRIP EDGE EXTENSION: Rubber belting extends horizontal reach 7 inches

HOPPER INSPECTION DOOR

HOPPER SAFETY PROP: Integral with frame and hopper

HYDRAULIC SYSTEM FILTER RESTRICTION INDICATOR: External; mounted in filter manifold.

HYDRAULIC TANK SIGHT/TEMPERATURE GAUGE: External; mounted on tank.

INSTRUMENTS IN CAB: Oil pressure gauge; coolant temperature gauge; keyed ignition; tachometer; auxiliary engine hour meter; voltmeter; throttle. Paddle switches have illuminated

legend windows for night operation.

LEFT GUTTER BROOM, FLOODLIGHT, PARABOLIC MIRROR: Left side mounted 36" diameter steel vertical digger type; 10.5" parabolic mirror.

435 STORAGE COMPARTMENT: A modular design multi-chamber compartment with a combined 55 cubic foot protected storage capacity, accessible from left or right hand side through large gull wing doors; auxiliary engine and blower area is easily accessed through swing away side access panels.

REAR STORAGE COMPARTMENTS: Two rear storage compartments with a total 26.6 cubic foot capacity.

PRESSURE BLEEDER: Air pressure deflected out, allowing additional suction across front of pick-up head. Cable operated.

BACK-UP ALARM

DUO SKIDS, warranted for two years/2000 hours prorated.

REAR BUMPER PADS

REAR MOUNTED OVAL DESIGN ALTERNATING/FLASHING WARNING LIGHTS (2) LED

REAR MOUNTED WORKLIGHT (1)

REVERSE PICK-UP HEAD SYSTEM: Assists in backing up with Pick-Up Head down.

RUBBER LINED BLOWER

HOPPER DOOR OPENING DIMENSION 77-1/4" X 70", SCREEN LIFTS WITH DOOR

Section	Type	Qty	Model 435 Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
	Published	1	Model 435 Sweeper with Standard Equipment (Base Price)	73,910.00	73,910.00
1			AUXILIARY ENGINE OPTIONS:		
2			GUTTER BROOM OPTIONS:		
	Published	1	Gutter Broom, Twin; Floodlights & Parabolic Mirrors	\$2,850.00	\$2,850.00
	Published	1	Gutter Broom Drop Down - Right	\$855.00	\$855.00
	Published	1	Gutter Broom Drop Down - Left	\$855.00	\$855.00
	Published	1	Gutter Broom Tilt Adjuster - Right	\$665.00	\$665.00
	Published	1	Gutter Broom Tilt Adjuster - Left	\$665.00	\$665.00
	Published	1	Gutter Broom Variable Speed	\$855.00	\$855.00
3			DUST CONTROL SYSTEM OPTIONS:		
	Unpublished	1	Additional Water Nozzle - Left Gutter Broom	\$400.00	\$400.00
	Unpublished	1	Additional Water Nozzle - Right Gutter Broom	\$400.00	\$400.00
	Unpublished	1	Additional Water Nozzle - Pressure Transition	\$400.00	\$400.00
	Unpublished	1	Air Purge	\$300.00	\$300.00
	Unpublished	1	High Output Water System	\$750.00	\$750.00
	Unpublished	1	Hydrant Wrench	\$50.00	\$50.00
	Published	1	Extra Water Capacity - COMDEX® 145 Gallons	\$0.00	\$0.00
4			HOPPER OPTIONS:		
	Published	1	Dump Switch in Cab	\$285.00	\$285.00
5			PICK-UP HEAD OPTIONS:		
	Published	1	Pick-Up Head Curtain Lifter	\$1,615.00	\$1,615.00
	Unpublished	1	Removable Front Curtain Set	\$250.00	\$250.00
6			AUXILIARY HAND HOSE OPTIONS:		
7			STAINLESS STEEL OPTIONS:		
	Published	1	Stainless Steel Hopper, Dust Separator and Blower Housing	\$10,545.00	\$10,545.00
	Unpublished	1	Stainless Steel Hopper Drain	\$850.00	\$850.00
8			CONVENTIONAL TRUCK OPTIONS:		
9			ADDITIONAL OPTIONS:		

Section	Type	Qty	Model 435 Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
	Unpublished	1	Auxiliary Fuse Panel	\$275.00	\$275.00
	Published	1	Auxiliary Hydraulic System	\$1,140.00	\$1,140.00
	Unpublished	3	Floodlight (LED): Exchange (EA) [Location Specified in Notes]	\$100.00	\$300.00
	Unpublished	3	Floodlight (LED): Additional (EA) [Location Specified in Notes]	\$200.00	\$600.00
10	UNPUBLISHED/SPECIAL SWEEPER OPTIONS:				
	Unpublished	1	Auto Sweep Interrupt (ASI) - BlueLogic (FT4 Aux. Engine Only)	\$1,000.00	\$1,000.00
11	CAB / CHASSIS:				
	Published	1	2018 Isuzu NPR-XD 16,000 lb. GVW, Diesel (COMDEX OPTION REQUIRED)	\$51,000.00	\$51,000.00
12	CHASSIS ADDITIONAL OPTIONS:				
	Published	1	Cabover Dual Steering with right side adjustable high back bucket seat. (Recommend Remote Controlled, Heated Mirrors option)	\$9,250.00	\$9,250.00
	Unpublished	1	Fire Extinguisher	\$80.00	\$80.00
	Unpublished	1	Hazard Reflectors	\$50.00	\$50.00
	Published	1	LED Lights - Stop/Turn/Tail/Clearance/Side Markers (exchange)	\$570.00	\$570.00
	Unpublished	2	Parabolic Mirror Head (12" Exchange w/ Standard 10.5")	\$50.00	\$100.00
13	UNPUBLISHED/SPECIAL CHASSIS OPTIONS:				
	Unpublished	1	Upgrade - 2019 Isuzu NPR-XD 16,000 lb. GVW, Diesel	\$1,750.00	\$1,750.00
14	DEALER UNPUBLISHED OPTIONS				
	Unpublished	1	Pick-Up Head Deluge (Best)	\$325.00	\$325.00
15	TOTAL COST OF ACQUISITION COSTS				
		1	Freight / PDI / Inservice	\$5,500.00	\$5,500.00
		1	Trade-In: 2013 TYMCO Model 435 - 201307SNC42710 mounted on International 4300 Chassis (VIN 351408)	-\$50,000.00	-\$50,000.00

Sourcewell Customer Quote Notes

LED Floodlights (exchange) 2-Gutter Brooms; 1 Rear; LED Floodlights (additional) Pick-up Head (2); Rear (1)

Total Unit Price: **\$118,440.00**

FOB: **Westfield, IN**

DELIVERY ARO: **120-180 Days**

Status: Posted

Invoice #: 13171

Invoice Date:



Print Date: 5/20/2020



2911 State Road 32 East
Westfield, IN 46074
(317) 896-2753

www.RoudebushEquipment.com

BILLING ADDRESS
Travis Stetnish CITY OF WESTFIELD PUBLIC WORKS 2706 EAST 171ST. STREET WESTFIELD, IN 46074 3176056625

SHIP ADDRESS
Travis Stetnish CITY OF WESTFIELD PUBLIC WORKS 2706 EAST 171ST. STREET WESTFIELD, IN 46074 3176056625

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
3357 - Bryan Roudebush	Default	NonTax		Regular or Over the Counter	5/19/2020

Qty	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00		4707	70HP Massey Ferguson Utility Cab Tractor 12 Forward X 12 Reverse Power Shuttle Transmission 2WD with differential lock Wet Disc PTO Clutch w/ electro-hydraulic engagement 2 Rear Hydraulic Services with 17.1 GPM Flow Cat II Rear Lift 4,850 of Lift		52,767.00	52,767.00
1.00	FEES	Discount - Sales	MUNICIPAL DISCOUNT (Massey Ferguson)		(12,279.00)	(12,279.00)
1.00	MASSEY	4349131M6	FRONT WEIGHT SUPPORT		218.00	218.00
8.00	MASSEY	79018802	WEIGHT-96# (8 Maximum)		74.00	592.00

Tax Authority Code
NT 0.0000

Invoice Payments		
Type	Amount	Date

Total Invoice	
Subtotal:	41,298.00
Ship by Unassigned	0.00
Sales Tax:	0.00
Total Due:	41,298.00
Total Paid:	0.00
Balance Due:	41,298.00

Tracking No.

YOU SAVED: \$781.00

THANK YOU FOR YOUR BUSINESS

All returns are subject to a 20% restock fee.
No returns without original receipt.
No returns on electrical, hydraulic or open bag/box items.
No returns after 10 days.
No returns on special orders or close out items.

Signature

X _____
By signing above you agree to all terms items listed on this order
-All returns are subject to a 20% restock fee
-No returns without original receipt
-No returns after 10 days
-No returns on electrical, hydraulic or open items
-No returns on special orders or close out items
- Charge Accounts subject to 1.5% late fee if not paid by 10th of following month



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
www.brownequipment.net
Ph:800-747-2312

Vehicle Quote

#Q01228
5/15/2020

Bill To

WESTFIELD STREET DEPT
2706 EAST 171ST ST.
WESTFIELD IN 46074
United States

Ship To

WESTFIELD STREET DEPT
2706 EAST 171ST ST.
WESTFIELD IN 46074
United States

TOTAL

\$225,000.00

Sales Rep: Kiel Williams

Expires	PO #	Notes	Shipping Method
6/14/2020			

Item	Description	Qty	Price	Extended Price
R3	GLOBAL ENVIRONMENTAL PRODUCTS R3 SWEEPER Brand New Three Wheel Design, Dual Gutter Brooms with In-Cab Speed Control, 5.8 cu.yd. High Dump Hopper, Heavy-Duty Hydraulics, High-Speed Dump, Totally Hydrostatic, Front Center Mount Steering with Spring Suspension, Rear Camera System, Engine Pre-cleaner, Isuzu Diesel (172hp) with Safety Shutdowns, Swing-out Radiator and Oil Cooler, 35 Gallon Fuel Tank, 230 Gallon Polyethylene Water Tank, LED Lights, Front Strobe with Limb Guard Protection, Rear LED Arrowstik with Limb Guard Protection, Rear LED Flashers (2), 120 amp Alternator, Electrical Systems Locker, Hydraulic Systems Locker, Sun Visor, Air Conditioning /Heater/Defroster/Cab Pressurizer, Windshield Washer, Delay Wipers, Powder Coat Paint, AC Power Port, AM/FM/CD/ BLUETOOTH Stereo, 12.5' Turning Radius, "Comfort Glide" Drive Axle Suspension, Hopper and Hood Flush, Hydraulic Leaf Gate, Unsurpassed Visibility, and Manuals as Specified.	1	\$225,000.00	\$225,000.00

Subtotal \$225,000.00

Tax (0%) \$0.00

Total \$225,000.00



Q01228

QUOTE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES.



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
www.brownequipment.net
Ph:800-747-2312

Vehicle Quote

#Q01228
5/15/2020

WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION
AND IN THE BROWN EQUIPMENT COMPANY COS VIEWABLE AT www.brownequipment.net

Company/Agency:_____

Name(Printed):_____

Title:_____

Signature:_____

Date:_____



Q01228

QUOTE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS
RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE, AND LOCAL
TAXES.



05/15/2020

DEALER STOCKED SCHWARZE A4 STORM STREET SWEEPER
SOURCEWELL CONTRACT - 122017-SWZ

Customer: CITY OF WESTFIELD

Location: INDIANA

Description	
Schwarze Model A4 Storm 4.3 cubic yard hopper with 120" wide sweeping path. Street Sweeper with all standard equipment S/N 19-A4000-364	
Auxiliary diesel engine, 74HP, Tier IVf engine to be equipped with a 3 point safety engine shutdown device that shuts down engine for low oil pressure, high coolant temp and low coolant level, 12 volt electrical system, 65 amp alternator and re-settable circuit breakers.	
Hydraulic power shall be used to operate all broom rotation, lifting functions, and dust suppression system. All functions shall operate independently of each other with their own in-cab controls for each gutter broom. Systems incorporating pneumatic-type controls will not be accepted. Sweeper shall utilize a multi-stage gear driven hydraulic pump, minimum of 16 gallon capacity vented hydraulic reservoir required.	
Hopper volumetric capacity shall be not less than 4.5 cubic yards.	
15" x 32" inspection doors shall be provided on left and right side of hopper. Hopper interior shall be coated with an anti-wear/anti-seize coating	
Heavy-duty steel blower shall be used to create air pressure and suction for removing debris from road surface. Sweepers that clean road surfaces by using suction only will not be accepted.	
Blower shall be a closed face turbine type with 10 curved blades, and shall be 30 inch diameter. Blower to be constructed of T-42 steel. A die cast aluminum alloy open face blower, either covered with rubber or not, or a die cast steel open face blower will not be accepted	
Blower shall have a minimum rated performance of negative 40 inches of water column and 12,000 CFM.	
Fan must provided 360 degree average dB rating of 72.0 or less at an unobstructed distance of 50 feet at 2000 RPM. Blower housing will be constructed of 3/16" abrasion resistant steel with the inside of the housing covered by a replaceable rubber wear liner.	
The sweeper pickup head shall not be less than 80 inches wide and 36" long giving a total head area of 2080 sq inches.	
Standard sweeping head	
Dual gutter brooms shall be 39" minimum diameter each and provide a minimum of 120" sweeping path (including suction head).	

Description	
Sweeper will have sweeps in reverse which allows it to sweep in both forward and reverse with the head down without causing damage to head or other components. Sweeping heads that are not designed to sweep in reverse and that require add on devises such as chains attached to the head and chassis axle to meet this requirement will not be accepted.	
Dual gutter broom power tilt	
GEO dual gutter broom	
DC hydraulic back up	
A Dust control system shall be provided by an electrically driven diaphragm type water pump. Pump to produce a minimum of 100 PSI. The water pump will automatically disengage when the water supply is depleted..	
Water tank capacity shall not be less than 130 gallons and be constructed of polyethylene for strength and corrosion resistance. Water tank shall be bolt-on design for easy removal.	
A 25' fire hydrant fill hose and hydrant wrench shall be provided.	
Low hydraulic level alarm and indicator	
Dual camera system	
Water tank low level alarm and indicator	
Front mounted spray bar	
Additional rear 67 Gallon water tank	
Shroud and Suspension mild steel	
High strength stainless steel hopper with Lifetime Warranty	
6" Hand hose, stainless steel	
Hopper dump assist shaker	
Hopper deluge	
LED cab mounted bar light with guard - 18"	
Load weight alarm & indicator	
Paint, standard	

Description	
Sweeper shall be warranted for not less than 1 year or 1200 hours	
Isuzu NR254 chassis 17,950 GVWR	
Dual steer	
Body mounting on chassis	
Dealer pre delivery inspection and local delivery	
Local Dealer training at customer facility	
Delivery to customer location	
Sourcewell CONTRACT PRICE	\$173,560.00
Local dealer stocked unit discount offered to Sourcewell Member	(\$7,660.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$165,900.00

Vendor/Contract Holder:

SCHWARZE INDUSTRIES

1055 Jordan Road

Huntsville, AL 35811

SOURCEWELL CONTRACT: 122017-SWZ

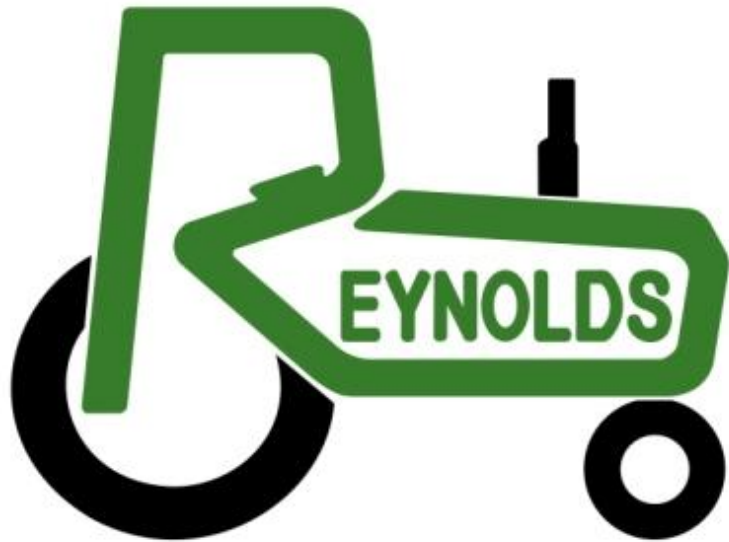
Phone Number: 410-924-1004

Contact: M.J. DuBois

Email: Sourcewell@Schwarze.com

Quote Id: 21853178

Prepared For:
City Of Westfield



ReynoldsFarmEquipment.com

Prepared By: **Lee Standeford**

Reynolds Farm Equipment
1451 E. 276th Street
Atlanta, IN 46031

Tel: 317-758-4116

Fax: 317-758-5790

Email: lstandeford@reynoldsfarmequipment.com

Quote Summary**Prepared For:**

City Of Westfield
2706 E 171st St
Westfield, IN 46074
Business: 317-896-5452

Prepared By:

Lee Standeford
Reynolds Farm Equipment
1451 E. 276th Street
Atlanta, IN 46031
Phone: 317-758-4116
lstandeford@reynoldsfarmequipment.com

Quote Id: 21853178
Created On: 12 May 2020
Last Modified On: 18 May 2020
Expiration Date: 30 June 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2020 JOHN DEERE 5100E Utility Tractor - 1LV5100EHKK407291	\$ 66,786.00	\$ 53,500.00 X	1 =	\$ 53,500.00

Equipment Total	\$ 53,500.00
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Quote Summary

Equipment Total	\$ 53,500.00
SubTotal	\$ 53,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 53,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 53,500.00

Salesperson : X _____**Accepted By : X** _____

**JOHN DEERE**

Selling Equipment

Quote Id: 21853178

Customer: CITY OF WESTFIELD

2020 JOHN DEERE 5100E Utility Tractor - 1LV5100EHKK407291

Hours: 0

Suggested List

Stock Number: C095323

\$ 66,786.00

Selling Price

\$ 53,500.00

Code	Description	Qty	Unit	Extended
697BLV	5100E UTILITY TRACTOR	1	\$ 53,776.00	\$ 53,776.00
Standard Options - Per Unit				
0409	5E FT4 PR ENGLISH OM	1	\$ 0.00	\$ 0.00
1381	5E FT4 12/12 TRANSMISSION	1	\$ 0.00	\$ 0.00
2050	5E FT4 CAB STD	1	\$ 9,391.00	\$ 9,391.00
2120	AIR SUSPENSION SEAT	1	\$ 731.00	\$ 731.00
3025	EXHAUST CORNER POST CAB	1	\$ 518.00	\$ 518.00
3320	DUAL REAR SCV	1	\$ 0.00	\$ 0.00
3420	DUAL MID SCV	1	\$ 1,279.00	\$ 1,279.00
5911	18.4-30 8PR R1	1	\$ 0.00	\$ 0.00
6040	FRONT AXLE MFWD	1	\$ 0.00	\$ 0.00
6701	12.4-24 8PR R1	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 11,919.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 641.00	\$ 641.00
	Setup	1	\$ 250.00	\$ 250.00
	MARKET DEVELOPMENT	1	\$ 200.00	\$ 200.00
Other Charges Total				\$ 1,091.00
Suggested Price				\$ 66,786.00
Customer Discounts				
Customer Discounts Total			\$ -13,286.00	\$ -13,286.00
Total Selling Price				\$ 53,500.00



Sourcewell Contract # 021815-CNH Bid

Sourcewell member #

NAME: Town of Westfield 5/13/2020

ADDRESS:

CITY: **ST:** **ZIP CODE:**

2020 CaseIH Farmall 75C utility tractor (dealer pool unit-vehicle#14925413)		
4 cyl 3.4L tier 4B engine/ 74E hp/ 64 pto hp/EGR-DOC/ Base machine		\$52,092.00
vertical exhaust/ deluxe cab/fabric seat w/air suspension		included
Hand brake/ 30kph 12x12 transmission w/power shuttle		included
Cat I-II 3 pth hitch w/ top link draft control		included
Mech 3 pt ground control		\$263.00
(2) rear hyd remotes/less mid mount loader valve		included
540 pto/less front fenders/std rear fenders/less QA loader pkg		included
Std 2wd front axle		<\$1605.00>
9.5Lx15 front tires		\$619.00
16.9R30 R1W rear tires		\$2,530.00
Front weight frame w/ (5) wts		\$852.00
	Total list price	\$54,751.00
	Sourcewell discount 30%	<\$16425.30>
	Total w/discount	\$38,325.70
	Factory freight-prep charge	\$1,430.00
	Add rear wheel wt pkg	\$1,550.00
	Total Sourcewell price as above	\$41,305.70

Total Soucewell price **\$41,305.70**

Note: Above unit is currently in dealer pool and

subject to availability.Needs to be ordered asap.

QUOTED BY: Steve Hine



JOHN DEERE

Quote Id: 21927231

Prepared For:
Grand Park Sports Complex



Prepared By: **Lukas Holcomb**

Greenville Turf & Tractor
331 South Cooper Avenue
Cincinnati, OH 45215

Tel: 937-372-7746

Fax: 937-372-4390

Email: luke.holcomb@greenvilleturf.com

Date: 20 May 2020

Offer Expires: 30 June 2020

Confidential

Quote Summary**Prepared For:**

Grand Park Sports Complex
711 E 191st St
Westfield, IN 46074
Business: 317-417-1742

Prepared By:

Lukas Holcomb
Greenville Turf & Tractor
331 South Cooper Avenue
Cincinnati, OH 45215
Phone: 937-372-7746
luke.holcomb@greenvilleturf.com

Quote Id: 21927231
Created On: 20 May 2020
Last Modified On: 20 May 2020
Expiration Date: 30 June 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6700A PrecisionCut Fairway Mower	\$ 68,509.00	\$ 49,500.00 X	1 =	\$ 49,500.00

Equipment Total	\$ 49,500.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 49,500.00
DELIVERY	\$ 0.00
SubTotal	\$ 49,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 49,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 49,500.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 21927231

Customer: GRAND PARK SPORTS COMPLEX

JOHN DEERE 6700A PrecisionCut Fairway Mower

Hours:

Suggested List

Stock Number:

\$ 68,509.00

Code	Description	Qty
1581TC	6700A PrecisionCut Fairway Mower	1

Standard Options - Per Unit

001A	United States and Canada	1
0443	All Other countries (English/Spanish)	1
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1
1307	76.2 mm (3-in.) Diameter Spiral Grooved Rollers with Spiral End Caps	1
1401	QA7 Cutting Unit ONLY Counterweights	1
9756	(5) 22 In. Smooth Roller Scrapers	1

Other Charges

Freight	1
Setup	1



May 27, 2020

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:

- Meijer Stores Limited Partnership, Meijer Store #319, Bond #30090882, \$2,298,487.00, Public Infrastructure Improvement, Storm Sewer, & Erosion Control
- Clayton Properties Group, d/b/a Arbor Investments, Orchard View, Section 1, Bond #70NGP184850, \$196,280.00, ROW & Erosion Control
- Lennar Homes of Indiana, Westgate, Section 1, Bond #CMS0331920, \$144,769.35, ROW Improvements
- Platinum Properties, Lancaster, Section 5, Bond #3151998, \$100,460.80, Road & Street Paving, 186th Street (ROW Paving)
- Platinum Properties, Lancaster, Section 5, Bond #3151997, \$40,595.50, Erosion Control
- CCD Harmony, Section 7, Bond #LICX1193735, \$80,310.99, Erosion Control
- CCD Harmony, Section 7, Bond #LICX1193734, \$60,800.85, Sidewalks
- CCD Harmony, Section 7, Bond #LICX1193733, \$707,898.40, Storm
- CCD Harmony, Section 7, Bond #LICX1193732, \$761,065.36, Streets & Curbs
- GT Property Development, LLC, Gristmill Crossing, Tournament Trail, Phase 1, Bond #41403306, \$1,029,953.10, Streets, Curbs, Storm Sewer, Sidewalk, Erosion Control, Related ROW Improvements
- GT Property Development, LLC, Gristmill Crossing, Gristmill Road, Bond #41403305, \$312,723.40, Streets, Curbs, Storm Sewer, Sidewalk, Erosion Control, Related ROW Improvements

Performance Bond Release

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

- The Peterson Company, Bastian Northpoint, Bond #30024209, \$401,940.00, Right of Way & Private Street Pavement
- The Peterson Company, Bastian Northpoint, Bond #30024207, \$122,706.10, Storm Sewer
- The Peterson Company, Bastian Northpoint, Bond #30027830, \$14,982.00, Concrete Sidewalk & Asphalt Trails
- The Peterson Company, Bastian Northpoint, Bond #30024208, \$44,325.93, Erosion Control
- 814 CRE, LLC, Rainbow Child Westfield, Bond #35BSBHR7529, \$2,567.00, Storm Sewers & ROW Work
- 814 CRE, LLC, Rainbow Child Westfield, Bond #35BSBHR7519, \$11,002.00, Erosion Control & ROW Work
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012639, \$74,464.50, Concrete Curb
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012640, \$507,201.42, Storm Sewer
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012641, \$121,504.42 Common Walks
- Pulte Homes of Indiana, Westchester, Section 1, Bond #30061983, \$459,435.64, ROW
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154936, \$72,063.20, Storm Sewer & Erosion Control
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154937, \$100,727.14, Curbs & Sidewalks
- Lancashire Partners, Suffolk at Oak Manor, Bond #1155152, \$149,587.74, Sidewalks
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154938, \$292,715.50, Asphalt & Signs
- Alt Construction, Grassy Branch Marketplace (KennMar), Bond #INC60187, \$818,272.00, Storm Sewer, Erosion Control, Pavement & Concrete Sidewalk
- Platinum Properties, Springmill Villas, Bond #3085841, \$328,230.10, Asphalt Paving: Entry ROW (A/D Lane, Mill & Resurface, Stripe). Entry ROW Path (Stone, Binder, Surface), and Local Streets (Stone, Binder, Surface).
- Platinum Properties, Springmill Villas, Bond #3018774, \$61,559.30, Concrete Curbs
- Platinum Properties, Springmill Villas, Bond #3018775, \$17,443.80, Concrete Walks & Ramps
- Platinum Properties, Springmill Villas, Bond #3085842, \$59,532.00, Storm Sewers (Undercurb Subsurface Drains Only)

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:

- The Peterson Company, Bastian Northpoint, Bond #30095581, \$23,446.90, Streets & Curbs
- The Peterson Company, Bastian Northpoint, Bond #30095582, \$20,360.00, Storm Sewer
- The Peterson Company, Bastian Northpoint, Bond #30095583, \$2,405.00, Sidewalk
- The Peterson Company, Bastian Northpoint, Bond #30095584, \$1,486.60, Erosion Control
- 814 CRE, LLC, Rainbow Child Westfield, Bond #35BSBHR7519-M, \$1,001.00, Erosion Control & Work Within ROW
- 814 CRE, LLC, Rainbow Child Westfield, Bond #35BSBHR7529-M, \$234.00, Storm Sewers & Work Within ROW
- OTH Mapleridge, LLC, Section 1, Bond #S-324522, \$54,098.16, Erosion Control, Storm Sewers, SSD, Streets & Street Signs
- OTH Mapleridge, LLC, Section 2, Bond #S-324523, \$6,893.25, Erosion Control, Storm Sewers, & SSD
- Sitecrete, LLC, Westchester, Section 1, Bond #30096312, \$19,596.89, Curbs & Common Area Sidewalks
- Elevation Excavation, Westchester, Section 1, Bond #LICX1195855, \$50,720.14, Storm Sewer & Subsurface Drains
- E&B Paving, LLC, Westchester, Section 1, Bond #30098911, \$45,943.56, Onsite Stone Base, Asphalt Binder, Asphalt Surface, ROW Asphalt, Walk Path
- Lancashire Partners, LLC, Suffolk at Oak Manor, Bond #LICX1193811, \$6,551.20, Storm Sewer & Erosion Control
- Alt Construction, Grassy Branch Marketplace (KennMar), Bond #INC61400, \$74,388.30, Storm Sewer, Erosion Control, Pavement & Concrete Sidewalk
- Valenti-Held Contractor/Developer, Springmill Villas, Bond #30096327, \$5,412.00, Storm Sewers, Undercurb SSD Only
- Harding Asphalt, LLC, Springmill Villas, Bond #30102270, \$4,158.10, Asphalt Paving, Entry ROW (A/D Lane, Mill & Resurface, Stripe)
- Harding Asphalt, LLC, Springmill Villas, Bond #30102271, \$2,870.20, Asphalt Paving, Entry ROW Path (Stone, Binder, Surface)
- Harding Asphalt, LLC, Springmill Villas, Bond #30102272, \$22,810.80, Asphalt Paving, Local Streets (Stone, Binder, Surface)
- Karns, Inc., Springmill Villas, Bond #BMIH262739, \$5,596.30, Concrete Curbs
- Karns, Inc., Springmill Villas, Bond #BMIH262738, \$1,585.80, Concrete Walks & Ramps
- Wood Wind Residential, LLC, Northwind, Section 1, Bond #60138492, \$9,419.00, Storm Sewers – Sub Surface Drains Only

- Wood Wind Residential, LLC, Northwind, Section 1, Bond #60138493, \$2,288.00, Concrete Walks & Ramps
- Harding Asphalt, LLC, Northwind, Section 1, Bond #30102273, \$11,445.60, Asphalt Paving: Entry ROW (A/D Lane, Mill & Resurface, Stripe)
- Harding Asphalt, LLC, Northwind, Section 1, Bond #30102275, \$5,664.00, Asphalt Paving: Local Streets (Surface)
- Harding Asphalt, LLC, Northwind, Section 1, Bond #30102274, \$4,186.20, Asphalt Paving: 10" Entry ROW Path (Stone, Binder, Surface), and 12" Emergency Path (Stone, Binder, Surface)
- Myers Construction Management, Inc., NewPro Containers, Bond #B3253007, \$4,324.00, Streets, Curbs, Storm Sewer, Sidewalk, Erosion Control

Maintenance Bond Release

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

- GT Property Development, LLC, William Trace at Springmill Trails, Section 1, Bond #INC59985, \$71,894.96, Streets, Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- **NONE**