



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_04_24_2019

Wednesday, April 24, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, April 24, 2019 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from March 27, 2019

Documents: [March 27, 2019 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Local Roads & Bridges Matching Grant Agreements - Community Crossings Matching Grant

Documents: [Agreement #1901128](#) | [Agreement #1901151](#)

Action Item #3:

2019 Asphalt Rejuvenating Project - Signing Authority

Documents: [2019 Rejuvenating Signing Authority](#)

Action Item #4:

2019 Resurfacing Project - Signing Authority

Documents: [Signing Authority - 2019 Resurfacing Project](#)

Action Item #5:

Approval of Sale of Property: 1438 E. 151st Street

Action Item #6:

Development Agreement: City of Westfield & Sundown Gardens

Documents: [Development Agreement](#)

Action Item #7:

Kinsey Avenue Culvert Replacement - Amendment Number 2

Documents: [Amendment #2](#)

Action Item #8:

Road Impact Fee Agreement - Cottages on East - James Investment Group & City of Westfield

Documents: [RIF Agreement - Cottages on East](#)

Action Item #9:

Lindley Run Development Right-of-Way Easement for Road Purposes

Documents: [Right-of-Way Easement](#)

Proposals

Action Item #10:

Recreation Unlimited Estimate - Playground - Bent Creek/Raymond North

Documents: [Playground Estimate](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

WPD - 2019 Trailer Disposals

Documents: [2019 Trailer Disposals](#)

Spring Mill Villas - Path Extension

Documents: [Executed Dedication & Conveyance](#) | [Path Plan Revision](#)

April Bond Information

Documents: [Bond Information - April](#)

Department Reports

Fire

WFD March Report

Documents: [March Report - WFD](#)

Police

WPD March Report

Documents: [March Report - WPD](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY March 27, 2019

The Westfield Board of Public Works and Safety met on March 27, 2019 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:02 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the February 27, 2019 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Ditch Road-Phase 2-Project Award

Jeremy Lollar presented asking for the signing authority to award E&B Paving the project on Ditch Rd. with the base bid of \$1,065,590. Turn lanes and eventually a traffic signal as well as fixing damage from the storm drain issues will be covered in this project.

Randy Graham made the motion to approve the signing authority for the project. Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: Monon Bridge Over SR 32-United Consulting-Design-Supplement #6 for Lighting Design

Jeremy Lollar presented stating this is a supplement to revise the original scope of work. We now have the monies to allow United Consulting to perform the professional service lighting design for the bridge.

Kate Snedeker made the motion to approve the supplement. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #4: 151st Street Trail Connection-Contract Amendment #1

Michael Pearce presented stating this involves using the existing bridge over Cool Creek to connect the existing trail on the south side of 151st Street between Oak Road and Bridlewood Dr. The project would involve widening the existing bridge and Hamilton County is requiring a scoping report been done on the existing conditions of the bridge. (\$5,000)

Kate Snedeker made the motion to approve the contract amendment. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: 2019 Concrete Patching Project-Signing Authority

Dustin Shoe presented asking for the signing authority not to exceed \$100,000.00 for the 2019 concrete patch project. (Bridlewood, Westfield Farms, northern part of Setters Run)

Kate Snedeker made the motion to approve the signing authority. Randy Graham seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #6: 181st Street Repair Project-Signing Authority

Jeremy Lollar and Dustin Shoe presented asking for the signing authority of the project, giving details of work being done, use of materials (concrete), and timeline for the project.

Randy Graham made the motion to approve the signing authority. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #7: Resolution Approving Wheeler Landing Economic Development Agreement

Brian Zaiger presented stating the details of the agreement between the City, the RDC and the Developer.

Randy Graham made the motion to approve the agreement. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #8: 151st Street Culvert Replacement Inspection Contract

Michael Pearce presented stating this would allow United Consulting the contract not to exceed \$21,100 with a construction start date of July 2019 with completion date of August 2019. (INDOT requires a 3rd party inspection.)

Kate Snedeker made the motion to approve the contract. Randy Graham seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #9: East Street Extension Environmental Supplemental Fee -Amendment 1

Jeremy Lollar presented stating this is an amendment which allows Lochmueller to perform additional work (increase of \$24,200 making project total \$111,100). INDOT is requiring intersection improvements to be done on this project.

Randy Graham made the motion to approve the amendment. Kate Snedeker seconded.
Vote: Yes- 2; No-0. Motion carried.

Action Item #10: VS Engineering Master On-Call Service Agreement

Jeremy Lollar presented stating this would lock in the billing rate for 2019 and allow services that the City wishes to have VS Engineering perform as on-call bases to be done without individual contracts. Total compensation for the on-call services shall not exceed \$28,000 without written authorization.

Kate Snedeker made the motion to approve the agreement. Randy Graham seconded.
Vote: Yes-2; No-0. Motion carried

STANDARDS

Action Item #11: 2019 Construction Standards & Specifications Revisions

Michael Pearce presented stating this is a yearly review, highlighting some of the changes that were made. (cold weather requirements, street lighting, RBA lighting, utility location details etc.)

Kate Snedeker made the motion to approve the revisions. Randy Graham seconded.
Vote: Yes- 2; No-0. Motion carried.

CONSENT AGENDA:

Conflict of Interest-Shaun Barnett

March Bond Information

Randy Graham made the motion to approve the consent agenda. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Kate Snedeker seconded.
The meeting was adjourned at 1:35 PM

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19-LG190285

This Local Roads and Bridges Matching Grant Agreement (this “Grant Agreement”), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the “State”) and **City of Westfield**, a Local Unit, (hereinafter referred to as the “Grantee”), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the “Project”) and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee’s Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The “Recitals” above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50 %** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee certifies by entering into this Grant Agreement that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$822,757.98**.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in Attachment A, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in Attachment A;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in Ind. Code § 4-2-6, *et seq.*, Ind. Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the

Grantee. In addition, the Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

D. As required by Ind. Code § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

(iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Cassandra Hudson
32 South Broadway
Greenfield, IN 46140
Email: CHudson1@indot.in.gov

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

City of Westfield
ATTN: Dustin Shoe
2706 E 171st St
WESTFIELD, IN 46074
Email: dshoe@westfield.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) Requirements imposed by applicable law; (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

18. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, seek recovery or reimbursement of grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

Grantee : **City of Westfield, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation

Indiana Department of Administration

_____(for)
Joseph McGuiness, Commissioner
Date: _____

_____(for)
Lesley A. Crane, Commissioner
Date: _____

APPROVED as to Form and Legality:
Indiana Office of Attorney General

Approved by:
State Budget Agency

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.
FA 19-10***

_____(for)
Jason D. Dudich, Director
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1901128**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Resurface over Asphalt Pavement**

Location:

Route Name	From	To	Award Amount for Feature
161ST ST	Towne Road	Bromley Way	\$132,504.00
GREYHOUND PASS	US 31	146th Street	\$124,386.50
E 206TH ST	Chatham Creek Drive	Cox Avenue	\$65,045.50
COX AVE	206th Street	203rd Street	\$49,615.50
151ST ST	Carey Road	Gray Road	\$110,184.00
SHELBORNE RD	Little Eagle Creek Avenue	146th Street	\$105,176.50
DECLARATION DR	156th Street	Bridgeport Drive	\$78,288.98
SANIBEL CIR	Sundial Court	SR 32	\$40,663.50
ADIOS PASS	Greyhound Pass	146th Street	\$50,925.50
SENATOR WAY	Greyhound Pass	Amkey Way	\$65,968.00

Application ID: **5525**

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

Milling and resurfacing various roads and subdivisions throughout the City of Westfield that includes full depth patching and thermoplastic pavement markings. Each road has its own unique solution. The roads included in this application are part of our 2019 Resurfacing project and their limits are as follows: 151st Street (Carey Road to Gray Road), 161st Street (Towne Road to Bromley Way), 206th Street (Chatham Creek Drive to Cox Avenue), Cox Avenue (206th Street to 203rd Street), Greyhound Pass (US 31 to 146th Street), Shelborne Road (Little Eagle Creek Avenue to 146th Street), Declaration Drive (156th Street to Bridgeport Drive in Centennial Subdivision), Sanibel Circle (Sundial Court to SR 32 in Sandpiper Lakes Subdivision), Adios Pass (Greyhound Pass to 146th Street in Village Farms Subdivision), and Senator Way (Greyhound Pass to Amkey Way in Village Farms Subdivision).

The maximum amount of state funds allocated to the Project is \$822,757.98.

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19-LG190308

This Local Roads and Bridges Matching Grant Agreement (this “Grant Agreement”), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the “State”) and **City of Westfield**, a Local Unit, (hereinafter referred to as the “Grantee”), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the “Project”) and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee’s Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The “Recitals” above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50 %** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee certifies by entering into this Grant Agreement that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$177,242.02**.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in Attachment A, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in Attachment A;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in Ind. Code § 4-2-6, *et seq.*, Ind. Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the

Grantee. In addition, the Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

D. As required by Ind. Code § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

(iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Cassandra Hudson
32 South Broadway
Greenfield, IN 46140
Email: CHudson1@indot.in.gov

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

City of Westfield
ATTN: Dustin Shoe
2706 E 171st St
WESTFIELD, IN 46074
Email: dshoe@westfield.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) Requirements imposed by applicable law; (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

18. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, seek recovery or reimbursement of grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

Grantee : **City of Westfield, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation

Indiana Department of Administration

_____(for)
Joseph McGuiness, Commissioner
Date: _____

_____(for)
Lesley A. Crane, Commissioner
Date: _____

APPROVED as to Form and Legality:
Indiana Office of Attorney General

Approved by:
State Budget Agency

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.
FA 19-10***

_____(for)
Jason D. Dudich, Director
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1901151**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Resurface over Asphalt Pavement**

Location:

Route Name	From	To	Award Amount for Feature
WARNER TR	Halifax Court	146th Street	\$39,583.00
MERRIMAC DR	Warner Trail	Spring Mill Road	\$29,699.50
RICHLAND WAY	Halifax Court	Story Court	\$24,024.00
TOURMALINE DR	Addison Court	Private Street	\$35,146.50
GATESHEAD DR	Cheltenham Drive	Overman Boulevard	\$27,596.00
SUNDIAL CT	Sanibel Circle	Cul-de-sac	\$21,193.02

Application ID: **5748**

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

Milling and resurfacing various roads and subdivisions throughout the City of Westfield that includes full depth patching and thermoplastic pavement markings. Each road has its own unique solution. The roads included in this application are part of our 2019 Resurfacing project and their limits are as follows: Merrimac Drive (Warner Trail to Spring Mill Road in Merrimac Subdivision), Warner Trail (Halifax Court to 146th Street in Merrimac Subdivision), Richland Way (Halifax Court to Story Court in Merrimac Subdivision), Tourmaline Drive (Addison Court to private road in Coverdale Subdivision), Gateshead Drive (Overman Boulevard to Cheltenham Drive in Oak Ridge Crossing Subdivision), and Sundial Court (Sanibel Circle to end in Sandpiper Lakes Subdivision).

The maximum amount of state funds allocated to the Project is \$177,242.02.



Public Works

Jeremy Lollar, Director
Johnathon Nail, City Engineer
Dustin Shoe, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

To: Westfield Board of Public Works & Safety

Date: April 24, 2019

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 2019 Asphalt Rejuvenating Project for the amount of \$121,103.05. The quotes were submitted April 3, 2019, and all of the paperwork is in order.

Kate Snedeker

Randy Graham

Andy Cook

DEVELOPMENT AGREEMENT
FIRST AMENDMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Amended Agreement") is entered this _____ day of _____, 2019, by and between the City of Westfield, Indiana, an incorporated municipal entity (the "City"), Integrity Investment Partners, LLC, an Indiana limited liability company (the Original Developer"), and C & E Farms, LLC _____, an Indiana limited liability company and successor in interest to Integrity Investment Partners, LLC regarding 4 +/- acres as identified below (the "Subsequent Developer"), to provide for the development of a planned unit development, approved in City Ordinance No. 14-21 and recorded as Instrument No. 2014031981 in the Office of the Recorder of Hamilton County, Indiana (the "Development") on certain real estate generally located on the southwest corner of 186th Street and Spring Mill Road (the "Real Estate") and the construction of certain intersection, roadway and drainage improvements at and near the intersection of 186th Street and Spring Mill Road (the "Road Improvements").

WITNESSETH:

WHEREAS, a development agreement pertaining to the Development and the Road Improvements was originally executed on the 30th day of March, 2015 (the "Original Agreement") between the City and the Original Developer. On or about the same date of this Amended Agreement, the City acknowledges and consents to the transfer of approximately 4+/- acres of the above identified Real Estate from the Original Developer to Subsequent Developer. Both Original Developer and Subsequent Developer agree to remain obligated pursuant to the PUD restrictions and requirements of the Original Agreement, as amended, and Development in relation to their respective interests in the Real Estate.;

WHEREAS, in exchange for dedication of certain rights-of-way, easements and installation of other improvements by Original Developer and Subsequent Developer to accommodate the Road Improvements, the City was to provide to Original Developer and Subsequent Developer certain fee credits and other commitments related to the Roadway Improvements;

WHEREAS, the Original Developer, Subsequent Developer and the City (collectively, the "Parties") have been acting in accordance with the Original Agreement, as amended;

WHEREAS, in doing so, the Parties agree that they desire to clarify certain provisions of the Original Agreement related to the contemplated fee credits and transferability of the rights established in the Original Agreement to a successor in interest; and

WHEREAS, except for a clarification desired in Paragraph 6 and a desire to add a new provision authorizing the partial transfer of the rights granted to Integrity Investment Partners, LLC to Subsequent Developer, the Parties wish for the remaining provisions of the Original Agreement to remain intact;

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

1. Paragraph 6 of the Original Agreement shall be amended and replaced to read as follows: "Original Developer and Subsequent Developer, as their interest may appear, shall pay City road impact fees not to exceed \$32,591.20 in the aggregate, for the Development. No other fees for permits issued by the Westfield Department of Public Works or other impact fees shall be assessed to the Development. Original Developer and Subsequent Developer acknowledges that Westfield Public Works inspection fees and fees administered by other City departments, boards or commissions are not affected by the fee adjustments contemplated in this paragraph."
2. A new paragraph shall be incorporated into the Original Agreement. The new paragraph shall read as follows: "The rights and obligations established in this Agreement shall run with the Real Estate and to the benefit of and be binding upon any successors in interest to the Original Developer and Subsequent Developer ."

[Signature Page Follows.]

INTEGRITY INVESTMENT PARTNERS, LLC ("Original Developer")

By: _____

Printed: _____

Title: _____

Date: _____

C & E FARMS, LLC ("Subsequent Developer")

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF INDIANA)

)

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement First Amendment to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2019.

My Commission Expires: _____

Printed: _____

Notary Public, A Resident of
_____ County, Indiana

Andy Cook

Date: _____

Randy Graham

Date: _____

Kate Snedeker

Date: _____

THIS INSTRUMENT PREPARED BY: Brian Zaiger

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

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 Zaiger.



7321 Shadeland Station
Suite 160
Indianapolis, IN 46256
317-841-4799
FAX: 317-841-4790
www.shrewsusa.com

OWNER ☐
CONSULTANT ☒
OTHER ☐

AMENDMENT CHANGE ORDER

PROJECT:
Kinsey Ave Culvert Replacement

AMENDMENT NUMBER: 2

DATE: 03/19/2019

CLIENT: City of Westfield

CONSULTANT'S PROJECT NO. 15-0298

CONTRACT DATE: 12/14/2016

CONTRACT FOR: Des No. 1600640

The Contract is changed as follows: See attached Appendix "A-2"

Not valid until signed by Client and Consultant

The original Contract Sum was..... \$ 56,213.00
Net change by previously authorized Change Orders..... \$ 15,000.00
The Contract Sum prior to this Change Order was \$ 71,213.00
The Contract Sum will be increased/decreased
by this Change Order in the amount of \$ 5,900.00
The new Contract Sum including this Change Order will be..... \$ 77,113.00

The Contract Time will be changed by (0) days
The date of Substantial Completion as of the date of this Change Order therefore is NA

NOTE: All other provisions of the original contract remain unchanged.

SHREWSBERRY & ASSOCIATES, LLC

CONSULTANT

7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

Address

By Mr. Bob PRINCIPAL

Title

Date 3 / 20 / 19

CLIENT

Address

By _____

Title

Date _____



shrewsberry

Kinsey Avenue Culvert Replacement (Task 1)

Des No. 1600640

Change Order #2

Appendix "A-2"

The scope of work is described below:

The CONSULTANT shall be responsible for performing the following services:

- 1) Shorten the proposed structure length on the east side of Kinsey Avenue to eliminate relocation of existing gas utility.
- 2) Update and resubmit the hydraulic report.
- 3) Update the draft CE document to revise the stream impacts.

Assumptions:

- The City of Westfield will review and approve the hydraulics report per the Certified LPA procedures.

Exclusions:

- The proposed right-of-way will not be redesigned. (Per email from Johnathon Nail on 12/19/18)



Kinsey Avenue Culvert Replacement

Des No 1600640

Contract Amendment #2

Task Description	Estimated Hours and Category Rates				Subtotal	Subconsultant (see attached)	Total
	Project Engineer 5	Project Engineer 4	Project Engineer 1	Designer 3			
	\$ 230.06	\$ 176.21	\$ 102.17	\$ 116.68			
ADDITIONAL DESIGN RELATED SERVICES							
Revise Hydraulic Report	1	4		2	\$ 1,168.26		\$ 1,168.26
QC/QA revisions	2	4			\$ 1,164.96		\$ 1,164.96
Update CE document (Metric)					\$ -	2,375.00	\$ 2,375.00
Coordinate CE revisions and subcontract w/ Metric	2	4			\$ 1,164.96		\$ 1,164.96
Task 1 Subtotal =	5	12	0	2	\$ 3,498.18	\$ 2,375.00	\$ 5,873.18
TOTAL							\$ 5,873.18
TOTAL (ROUNDED)							\$ 5,900.00

MANHOUR/EXPENSE JUSTIFICATIONS

DES. NO. 1600640, CATEGORICAL EXCLUSION LEVEL 1 (CE-1) DOCUMENTATION, SMALL STRUCTURE REPLACEMENT, KINSEY AVENUE, WESTFIELD,
HAMILTON COUNTY, INDIANA

Thursday, January 10, 2019

Metric Project No. 16-0198

						Total
	Senior PM I	Senior Technical Consultant 1	Project Manager I	Technical Consultant	Environmental Scientist 1	
	\$ 98.44	\$ 98.44	\$ 80.12	\$ 80.12	\$ 69.84	
Revisions to the CE-1 Documentation	2	5	21	0	0	
Project Total	2	5	21	0	0	\$2,375.00

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the 18th day of April 2019, by and between the City of Westfield, Indiana, ("Westfield") and JAMES INVESTMENT GROUP, LLC ("Developer") as follows:

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

WHEREAS, as part of the development of COTTAGES ON EAST as depicted in the attached Exhibit A ("Development"), road impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 17-43;

WHEREAS, the City of Westfield desires the Developer to Dedicate an express drainage and utility easement;

WHEREAS, Developer desires to accommodate the City of Westfield's request for the associated road improvements, in exchange for road impact fee credit or reimbursement ("RIF Credits") associated with the Development;

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

- 1) Developer shall, at no cost to Westfield, dedicate to Westfield the drainage and utility easement.
 - a) Easement shall be referenced on plat documents for afore mentioned development.
 - b) Easement shall be 10' wide and extend south along the entire northern property line of the afore mentioned development.
 - c) The easement dedication shall be subject to Westfield's review and approval, which shall not be unreasonably withheld.
 - d) Easement dedication shall be made at the time a plat is recorded
- 2) Westfield shall issue a RIF Credit to Developer in the amount equal to two residential road impact fees.
 - a) RIF credit are only applicable to COTTAGES ON EAST and cannot be assigned unless mutually agreed to in writing by all parties.
- 3) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

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

With a copy to:

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

If to Developer:
Add developer/contact address

James Investment Group, LLC
North Ridge Construction
Attn: Samuel J. Milligan
PO Box 823 Westfield, IN 46074

- 4) On _____, the Westfield Board of Public Works and Safety authorized the Director of Public Works to execute this Agreement.

Developer name

City of Westfield,
Hamilton County, Indiana

By: _____

By: _____

Printed Name: Samuel J. Milligan

Jeremy Lollar, Director

Title: Member

Public Works Department

Date: 4/18/19

Date: _____

Recreation Unlimited, Inc.
15150 Herriman Blvd
Noblesville, IN 46060 US
3177733545
recunlimited.com

**Recreation
Unlimited**

ESTIMATE

ADDRESS

Chris McConnell
Bent Creek / Raymond North
2728 E. 171st Street
Westfield, IN 46074
United States

SHIP TO

Chris McConnell
Bent Creek / Raymond North
2728 E. 171st Street
Westfield, IN 46074
United States

ESTIMATE # 13337**DATE 04/10/2019****EXPIRATION DATE 05/17/2019****SHIP VIA**

Install

SALES REP INITIALS

SB

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Commercial:PGEQ	Bent Creek NRPA Show Structure	1	37,310.06	37,310.06T
Commercial:SURFACE	Provide and install Perfect Turf over certified playground safety base layer	1,840	14.19	26,109.60T
Commercial:SURFACE	Concrete Curbing installed	172	58.82	10,117.04T
Commercial:Comm. Installation	Installation of above items	1	11,248.25	11,248.25
Commercial:Terms	No orders will be placed without a signed quotation and/or purchase order. A signed quotation and/or purchase order is viewed as acceptance of quotation and attached terms & conditions.	1	0.00	0.00

Dig out and stone (6" @ 40'x46': approx 60 ton) to be provided by customer

SUBTOTAL

84,784.95

TAX (0%)

0.00

TOTAL**\$84,784.95**

Accepted By



Accepted Date

4/12/19



April 17, 2019

To: Board of Public Works and Safety

From: Chief Joel Rush

Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the equipment noted below through dealership / vendor trades. The agency will utilize credit received through the disposals to purchase additional public safety equipment.

<u>Vehicle</u>	<u>VIN</u>	<u>Color</u>
2004 Trailer	5NHUVH0184N038186	White
1998 Wells Cargo Trailer	1WC200F20W1082328	White
1997 Club Car Golf Cart	AG9732-593439	White



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

Contact: Fire Chief

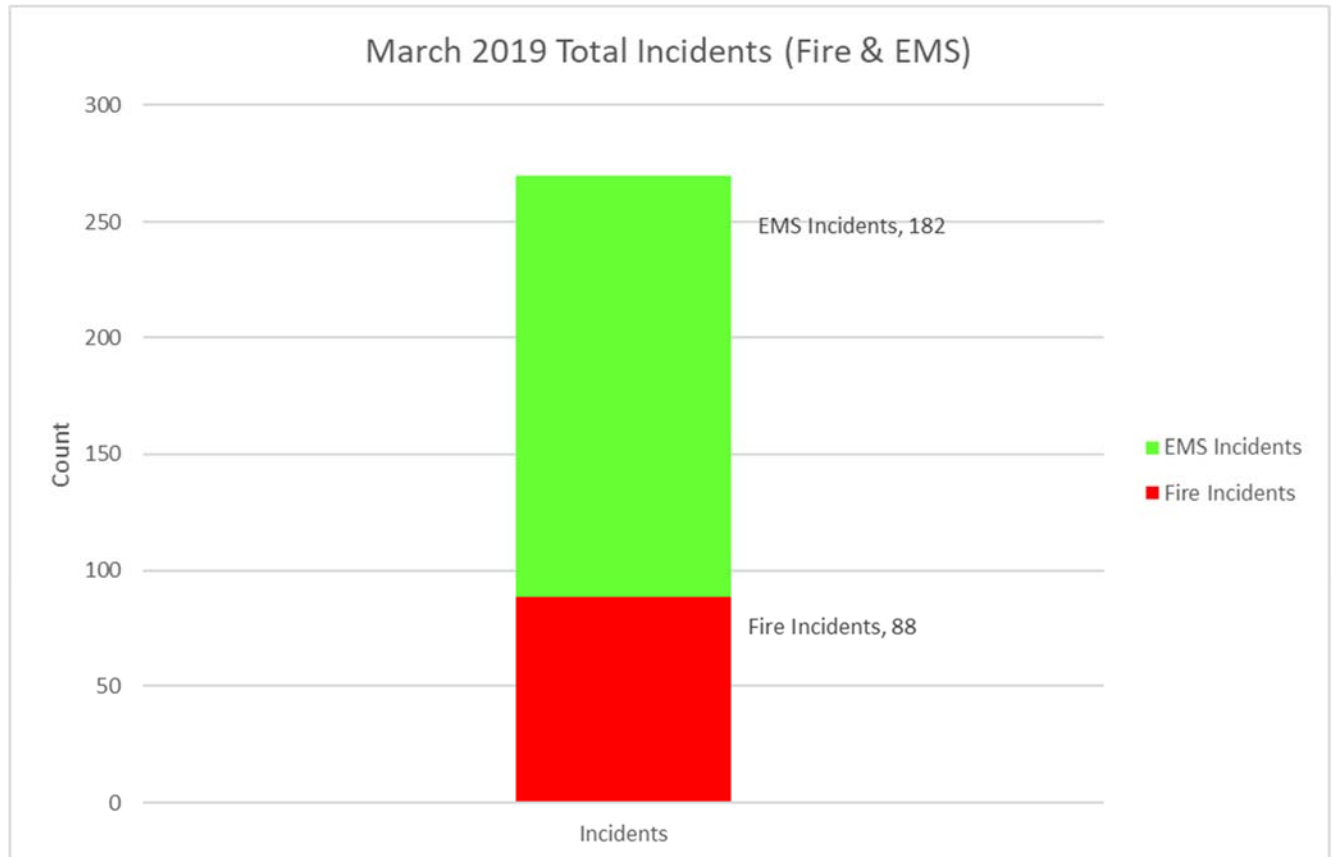
Marcus Reed

Or Nikki Hartman



Westfield Fire Department 2019 March Incident Statistics

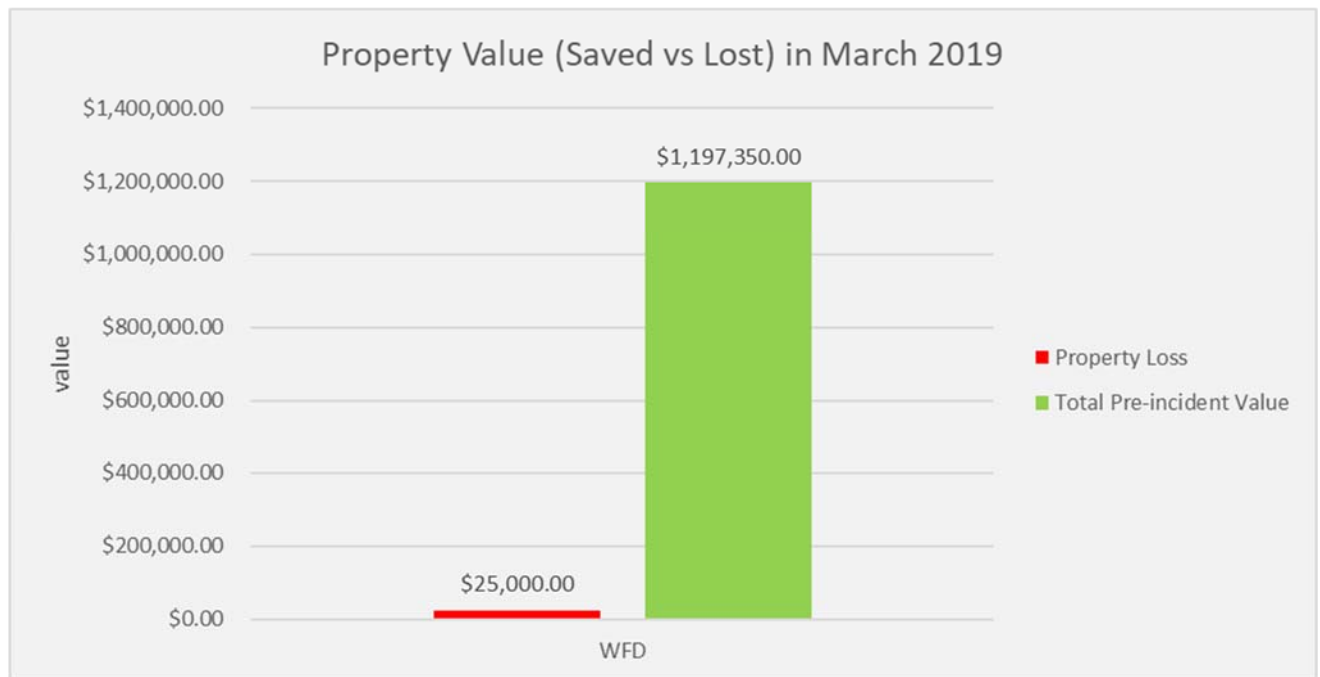
804-3304



Incident Type	Incident Count	% of total Incident
Fire Incidents	88	33%
EMS Incidents	182	67%
Total Incidents	270	



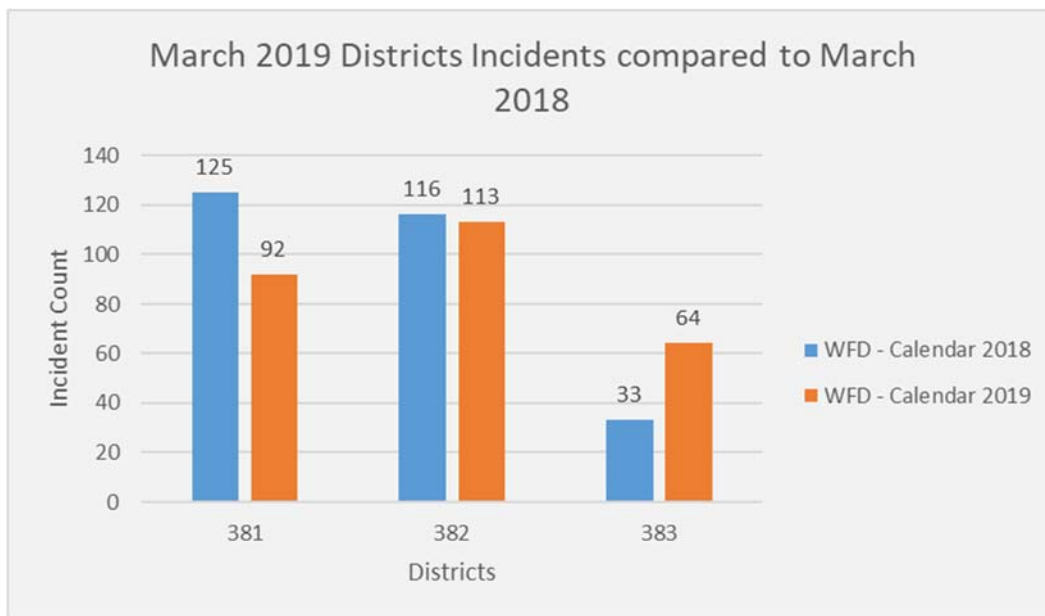
Westfield Fire Department 2019 March Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
25000	1197350	98%



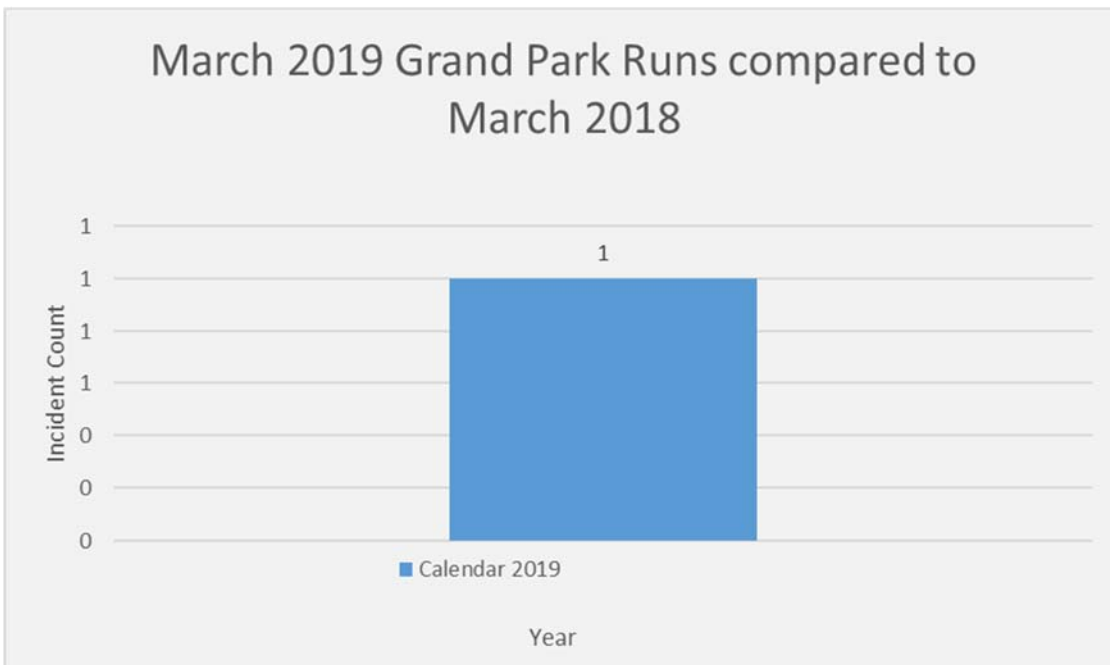
Westfield Fire Department 2019 March Incident Statistics



Districts	March 2018	March 2019	Increase/decrease	% increase/decrease
381	125	92	-33	-26%
382	116	113	-3	-3%
383	33	64	31	94%



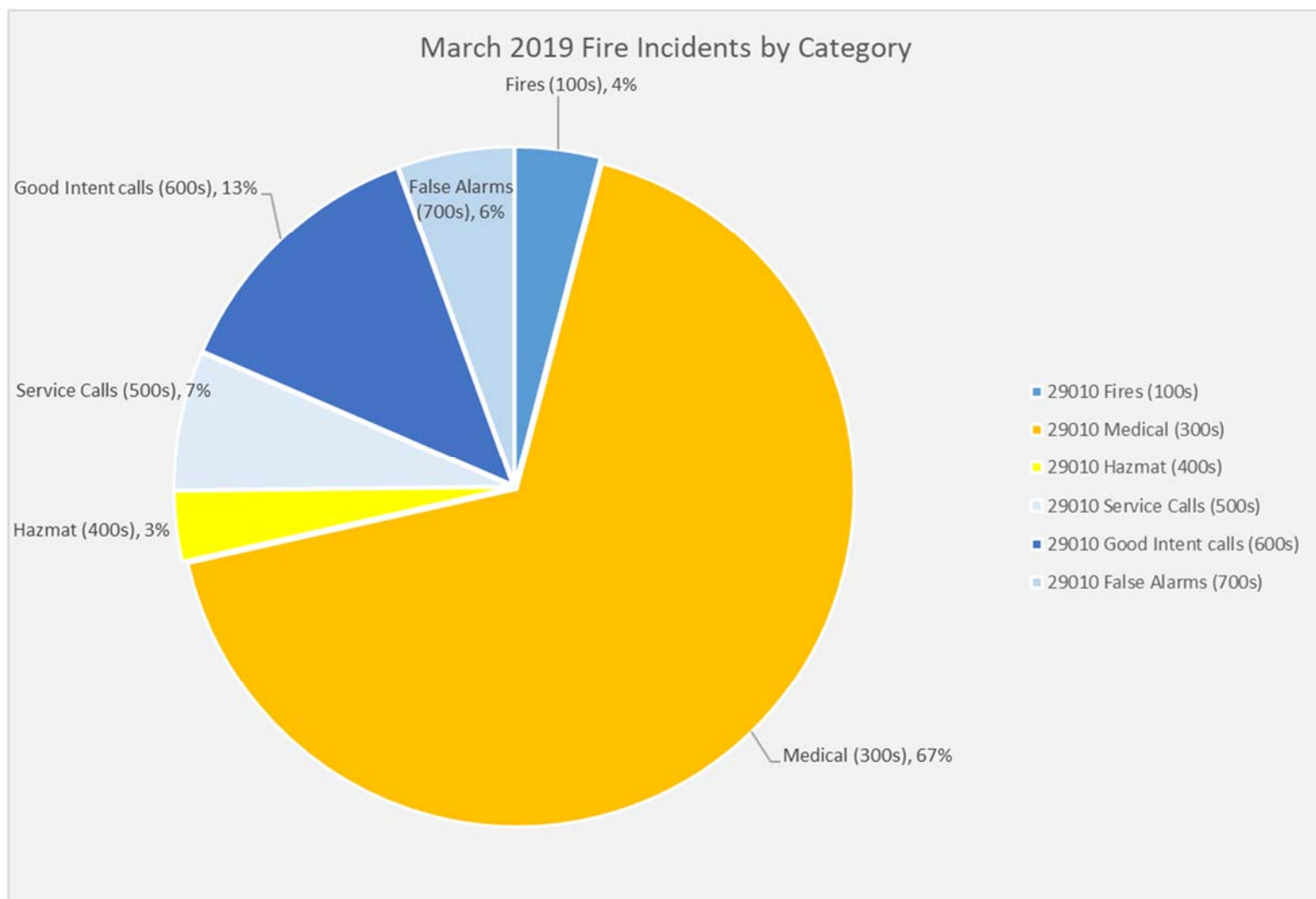
Westfield Fire Department 2019 March Incident Statistics



March 2019 Incident Calls	March 2018	Increase/decrease	% increase/ decrease
1	0	1	100%



Westfield Fire Department 2019 March Incident Statistics





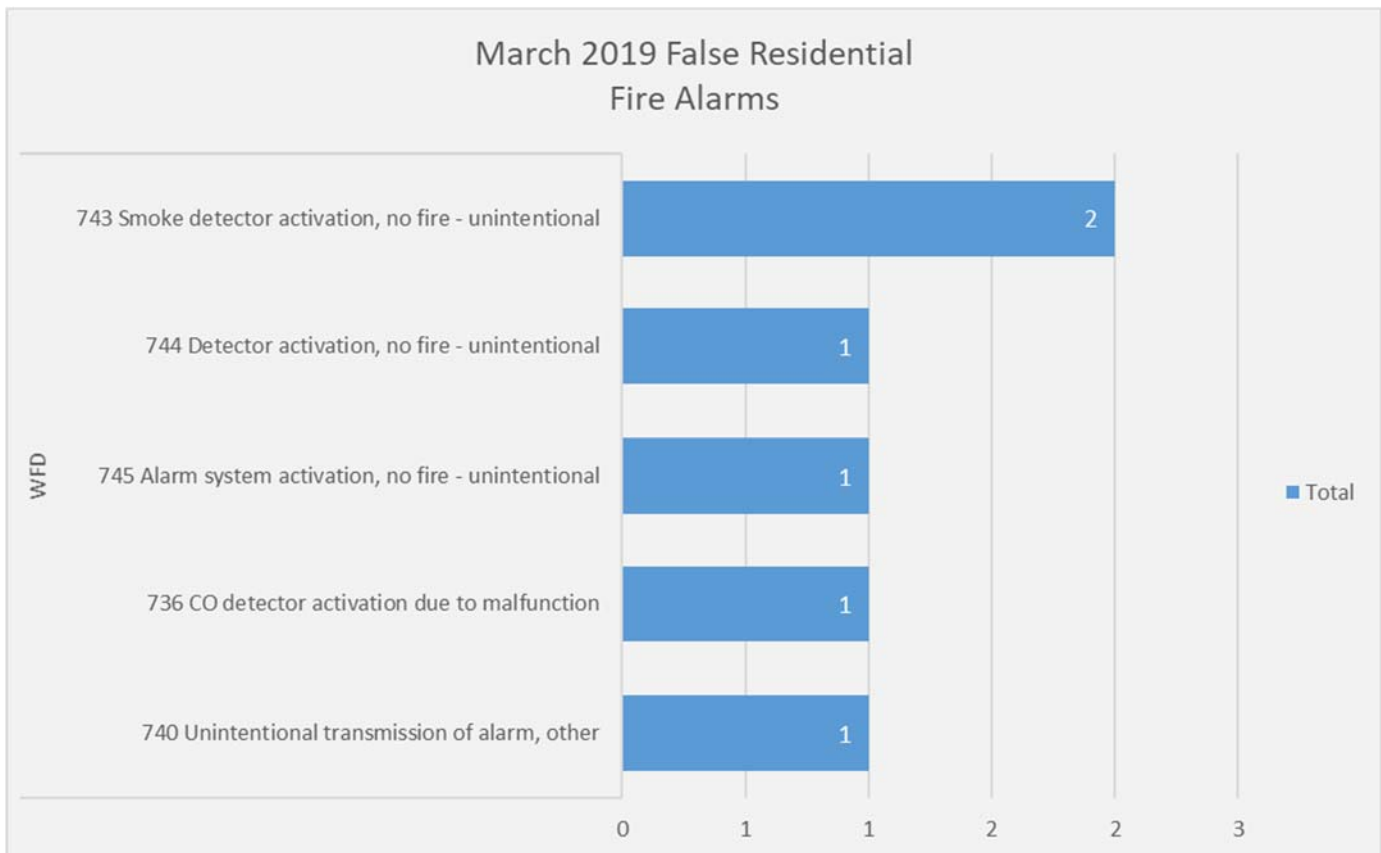
Westfield Fire Department 2019 March Incident Statistics

Call Type	Incident Count	% of total calls
Medical	182	67.41%
Good Intent	35	12.96%
Service Calls	18	6.67%
False Alarm	15	5.56%
Hazmat	9	3.33%
Fires	11	4.07%
Sever Weathers	0	0.00%
OverPressure	0	0.00%
Special Incident	0	0.00%
Total	270	



Westfield Fire Department 2019 March Incident Statistics

False Residential Fire Alarm Calls

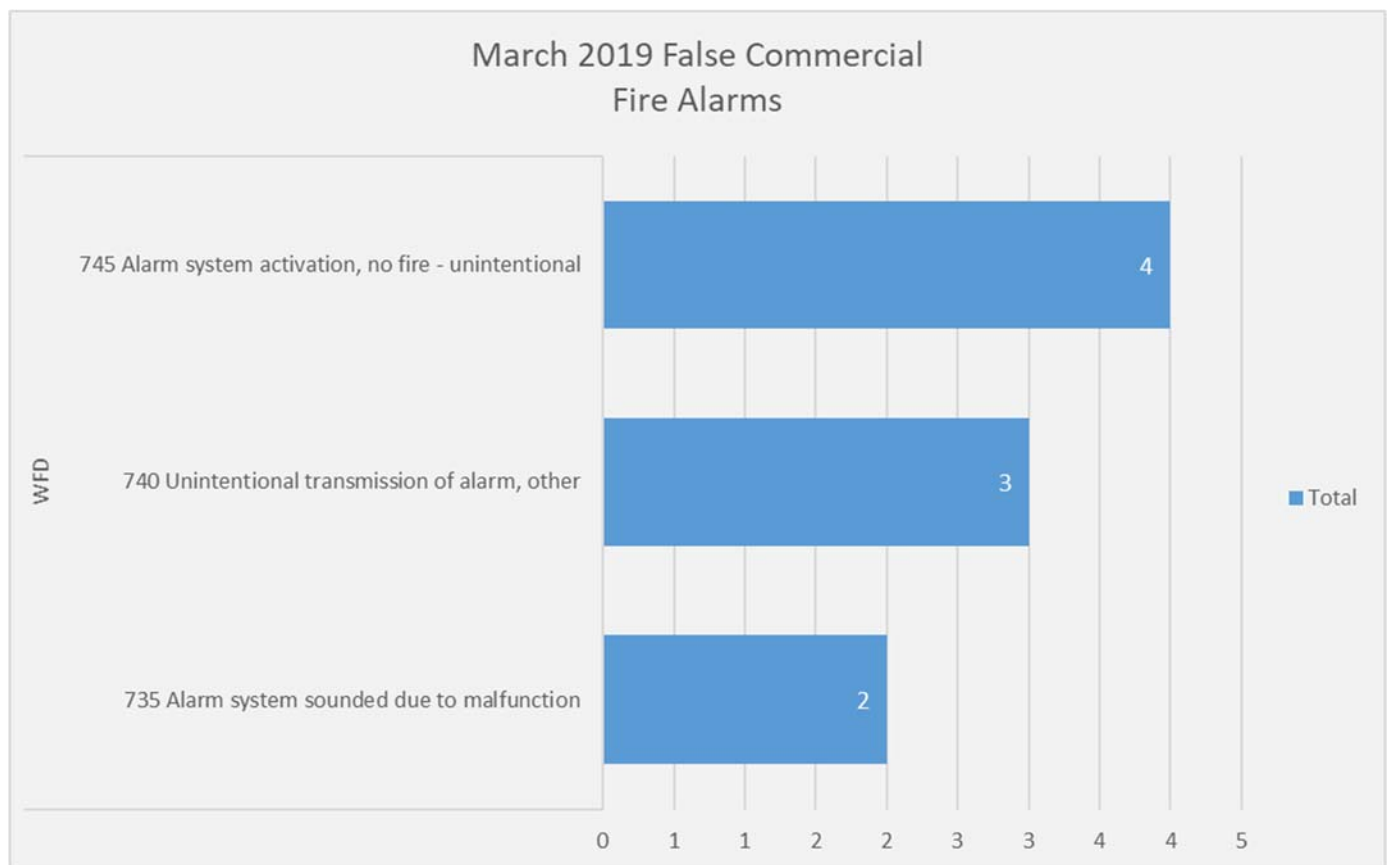


6 Residential Alarms



Westfield Fire Department 2019 March Incident Statistics

False Commercial Fire Alarm Calls

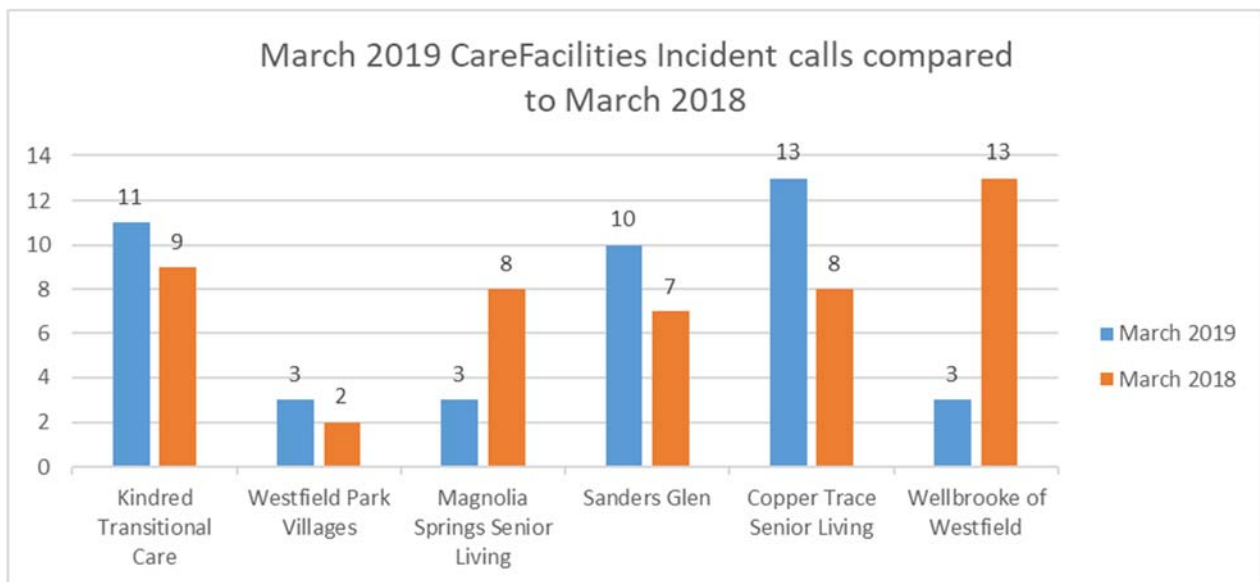


9 Commercial False Alarms



Westfield Fire Department 2019 March Incident Statistics

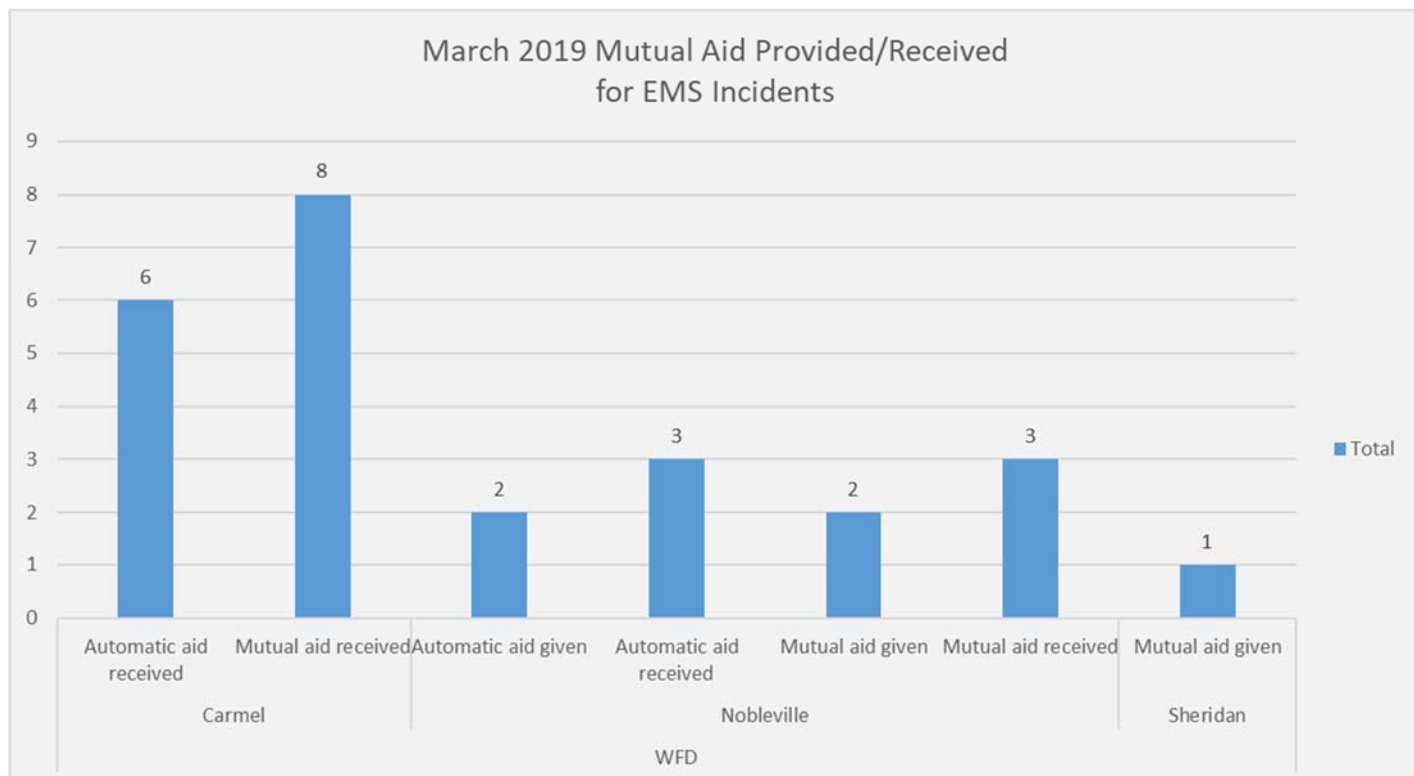
Care Facility





Westfield Fire Department 2019 March Incident Statistics

Mutual Aid data
EMS

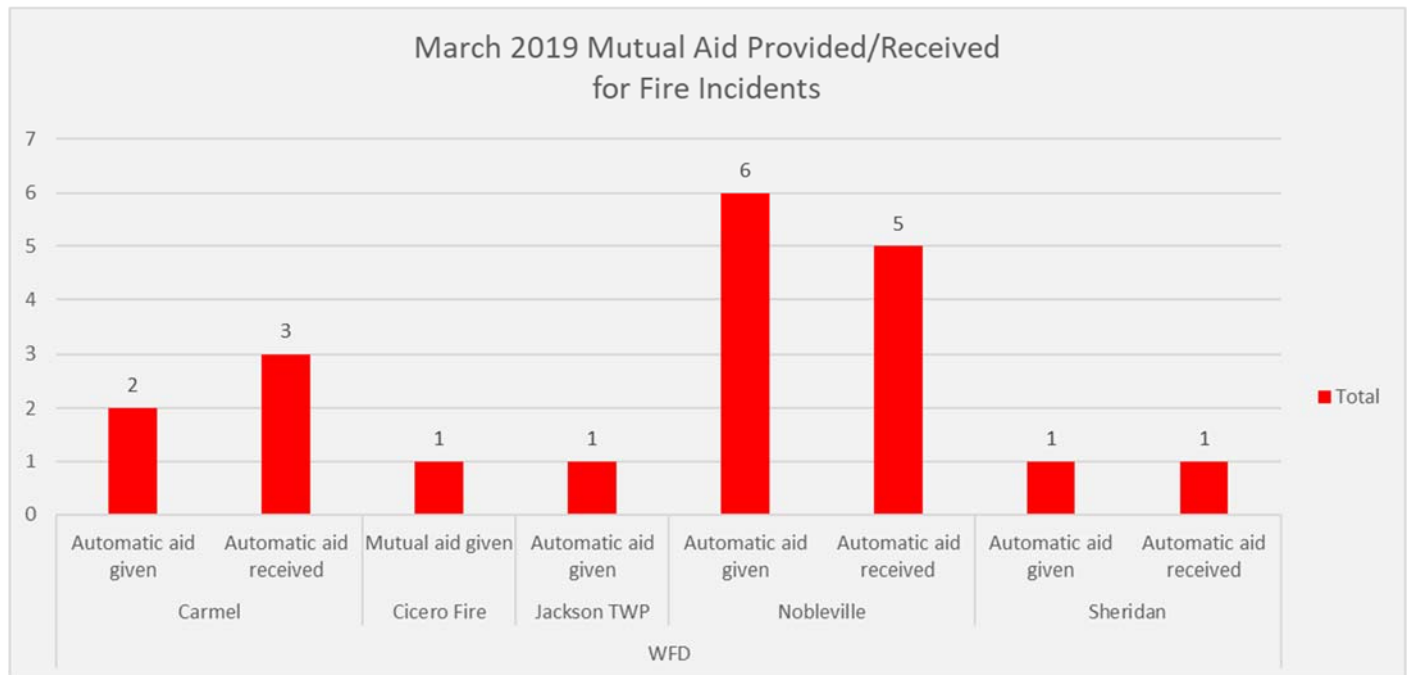


Total 24



Westfield Fire Department 2019 March Incident Statistics

Mutual Aid Data Fire Incidents



Total 17

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

March 2019

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Westfield Police Department

March 2019

Events by Nature

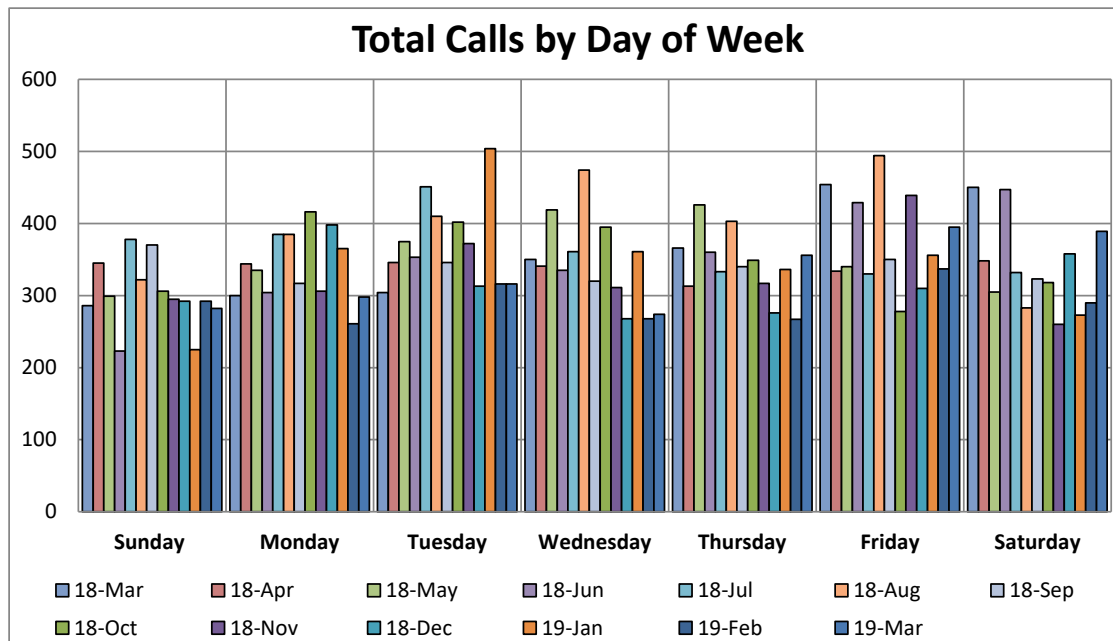
911 Hang Up	25
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	1
Accident - Hit & Run PD	7
Accident - Hit & Run PI	1
Accident - Property Damage	57
Accident - Personal Injury	11
Accident - Sinking Vehicle	0
Accident - Unknown	3
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	1
Alarm - Burglar	151
Alarm - Hold Up	18
Animal Bite / Attack	1
Animal Complaint	32
Assist Fire	30
Assist Other Department	17
Assist Public	19
Battery	1
Bomb Device Found	0
Bomb Threat	0
Burglary	3
Carjacking	0
Case Follow Up	123
Child Seat Inspection	0
Civil Dispute	19
Criminal Mischief	17
Damage to Property	0
Death Investigation	1
Directed Patrol	2
Disturbance	24
Driving Complaint	48
Drug Complaint	2
Drug Lab	0
Escort	0
Fight	1
Firearms Shots Fired	2
Found / Lost Property	12
Found Person	0
Fraud Prescription	0
Fraud / Deception	19
Harassment	18
Intoxicated Person	2

Investigation	5
Juvenile Complaint	12
K9 Detail	1
Kidnapping	0
Lock Out	50
Loud Party	0
Mental Emotional - Violent	5
Mental Person	10
Miscellaneous	21
Missing Person	8
Missing Person - PLS	0
Nuisance	3
Ordinance Misc.	9
Parking Complaint	26
Physical Disturbance	19
Product Contamination	0
Reckless Activity	0
Road Rage	3
Robbery	1
Runaway	2
School Patrol	144
Security Check	3
Sex Offense	6
Shooting	0
Special Detail	0
Stabbing	0
Suicide	3
Suspicious Activity	81
Suspicious Package	0
Theft	31
Theft - From a Vehicle	8
Theft - of a Vehicle	2
Threat to Life	5
Threatening Suicide	5
Tow Release	3
Traffic Hazard	77
Transport	0
Trespassing	11
Traffic Stop	993
Unknown Call for Police	1
VIN Check	32
Wanted	1
Warrant Service	12
Weapons Complaint	5
Welfare Check	38
	2310

Westfield Police Department
March 2019

Total # of Calls by Day of Week

DAY	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Sunday	286	345	299	223	378	322	370	306	295	292	225	292	282
Monday	300	344	335	304	385	385	317	416	306	398	365	261	298
Tuesday	304	346	375	353	451	410	346	402	372	313	504	316	316
Wednesday	350	341	419	335	361	474	320	395	311	268	361	268	274
Thursday	366	313	426	360	333	403	340	349	317	276	336	267	356
Friday	454	334	340	429	330	494	350	278	439	310	356	337	395
Saturday	450	348	305	447	332	283	323	318	260	358	273	290	389
TOTAL	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310



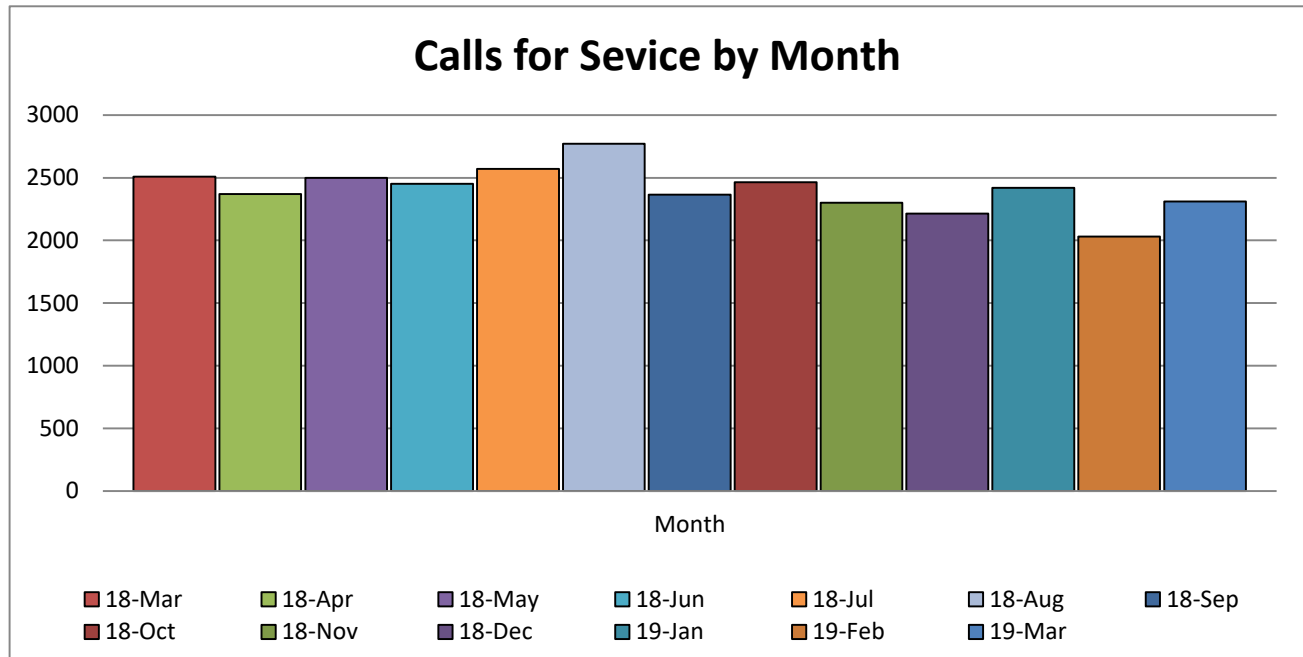
Westfield Police Department

March 2019

Total # of Calls by Hour of Day

HOUR	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
0	82	99	90	96	105	78	80	77	70	83	76	57	105
1	62	53	62	78	64	47	68	54	49	47	56	51	71
2	38	56	55	43	50	31	44	37	38	49	47	40	45
3	27	34	30	30	27	21	47	41	47	35	44	27	61
4	11	20	13	29	31	17	17	34	30	23	29	26	32
5	13	20	18	20	32	17	21	17	30	19	33	23	25
6	66	65	64	67	65	46	28	38	40	27	46	36	36
7	99	119	111	128	118	95	79	58	65	70	71	57	49
8	113	106	125	101	123	216	150	134	141	137	142	109	111
9	132	105	142	133	152	180	170	162	166	158	189	128	139
10	157	118	158	158	172	206	162	136	146	139	156	133	128
11	114	118	135	101	129	157	116	114	134	123	118	103	96
12	124	131	99	117	108	127	97	97	109	110	128	97	104
13	159	115	126	140	134	196	106	134	143	108	134	111	133
14	159	133	135	155	142	219	122	164	131	129	144	122	118
15	136	150	139	131	134	189	134	148	118	126	139	105	110
16	130	111	118	122	113	129	130	124	97	97	106	84	109
17	112	124	101	116	111	108	105	113	83	101	93	89	106
18	182	155	168	142	142	164	156	173	149	161	169	159	180
19	186	146	175	120	132	157	149	165	132	115	137	148	161
20	93	89	92	80	79	88	72	96	70	84	65	49	89
21	82	66	93	106	110	89	77	89	97	73	80	75	68
22	122	118	127	132	141	102	111	142	115	101	123	104	107
23	111	120	123	106	156	92	125	117	100	100	95	98	127
TOTAL	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310

Westfield Police Department
March 2019



Westfield Police Department
March 2019

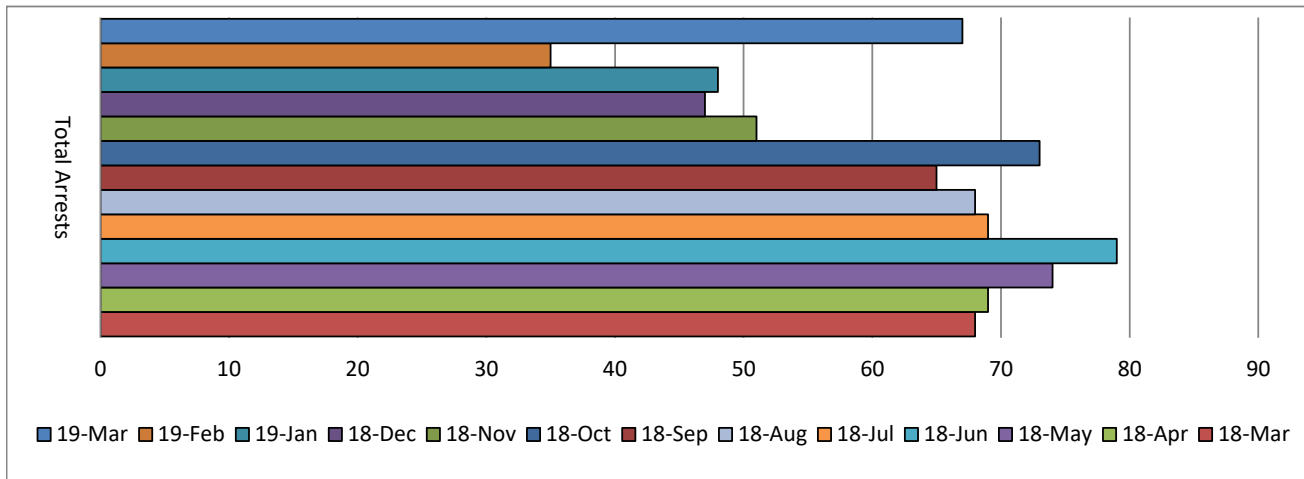
UCR OFFENSES

OFFENSE	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	2	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	1	0	0	0	1	1	1	0	2	0
Robbery	0	0	0	0	1	0	0	0	0	0	0	0	1
Battery - Aggravated	2	0	0	0	0	0	0	0	0	0	1	0	1
Battery - Simple	12	16	24	11	10	16	11	8	11	11	12	12	12
Burglary	4	4	0	1	1	3	3	0	0	1	0	2	2
Theft	28	24	31	29	51	32	30	24	18	33	30	21	30
Motor Vehicle Theft	0	0	0	2	1	1	1	-1	0	3	0	0	2
TOTAL	47	46	55	44	64	52	45	32	30	49	43	37	48

Westfield Police Department

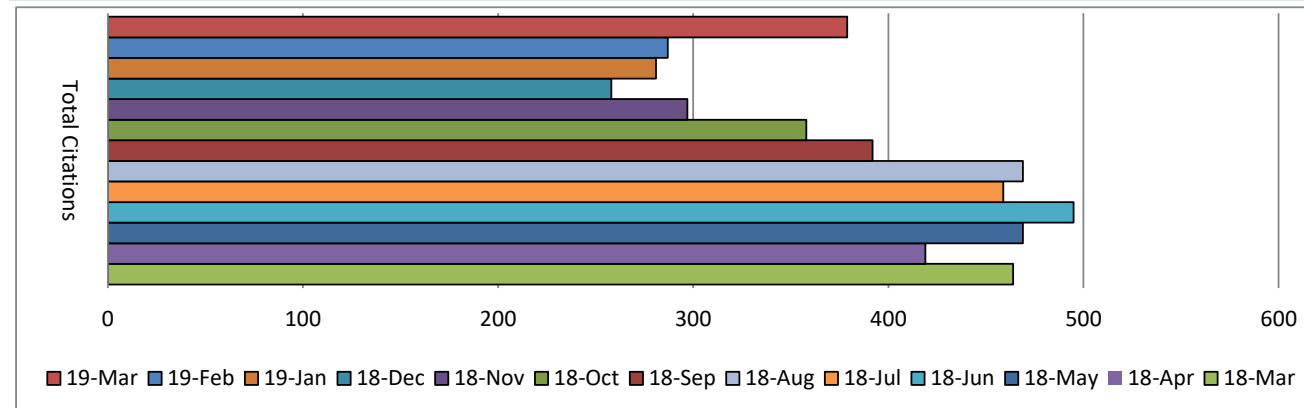
March 2019

Arrest Reports Taken	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Alcohol/ Drug Related	8	19	16	26	24	14	22	28	12	18	17	17	20
Felony Charges	3	10	5	21	8	7	18	10	15	8	14	8	35
Misdemeanor Charges	80	92	78	114	113	109	90	89	52	63	55	50	70
Total Arrests	68	69	74	79	69	68	65	73	51	47	48	35	67



Traffic	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Total Citations	464	419	469	495	459	469	392	358	297	258	281	287	379
Total Written Warning	1307	1141	1105	1100	1158	1127	1043	1106	997	1008	1083	909	979
Total Traffic Accidents	55	60	80	47	71	66	53	76	60	66	68	41	47
Property Damage	46	53	73	40	67	57	43	66	51	52	54	37	38
Personal Injury	9	6	7	6	4	9	10	9	9	14	12	4	9
Fatality	0	1	0	1	0	0	0	1	0	0	2	0	0
Hit and Run*	1	6	2	6	6	6	3	11	8	6	5	2	4

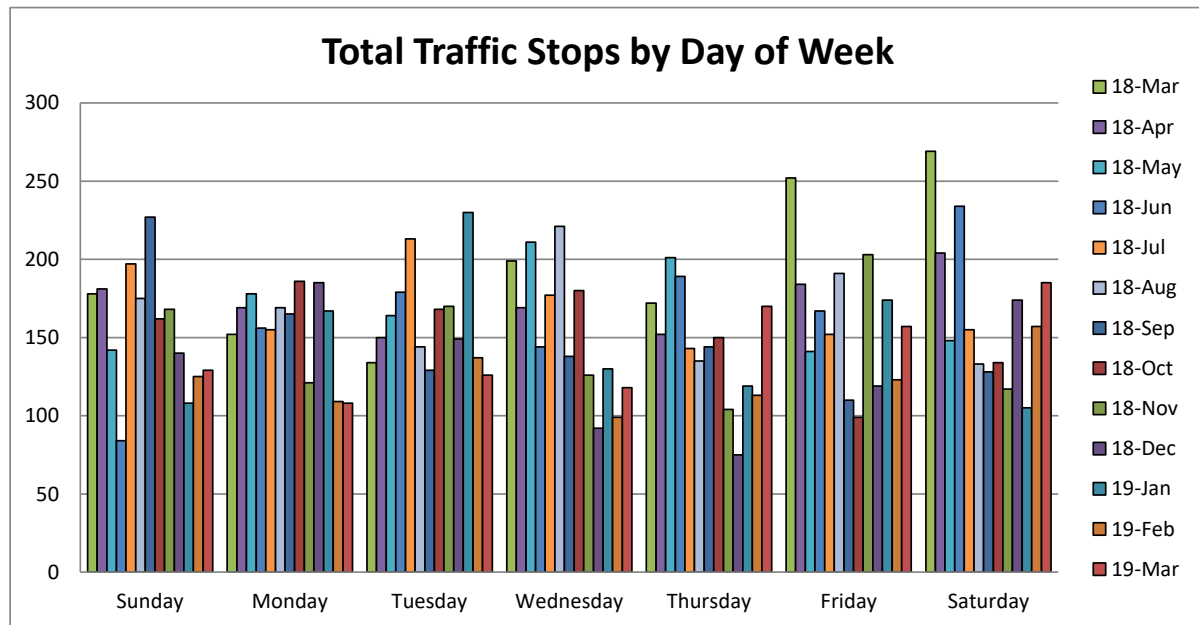
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
March 2019

Traffic Stops by Day of Week

Day:	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
Sunday	178	181	142	84	197	175	227	162	168	140	108	125	129
Monday	152	169	178	156	155	169	165	186	121	185	167	109	108
Tuesday	134	150	164	179	213	144	129	168	170	149	230	137	126
Wednesday	199	169	211	144	177	221	138	180	126	92	130	99	118
Thursday	172	152	201	189	143	135	144	150	104	75	119	113	170
Friday	252	184	141	167	152	191	110	99	203	119	174	123	157
Saturday	269	204	148	234	155	133	128	134	117	174	105	157	185
TOTAL	1356	1209	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993



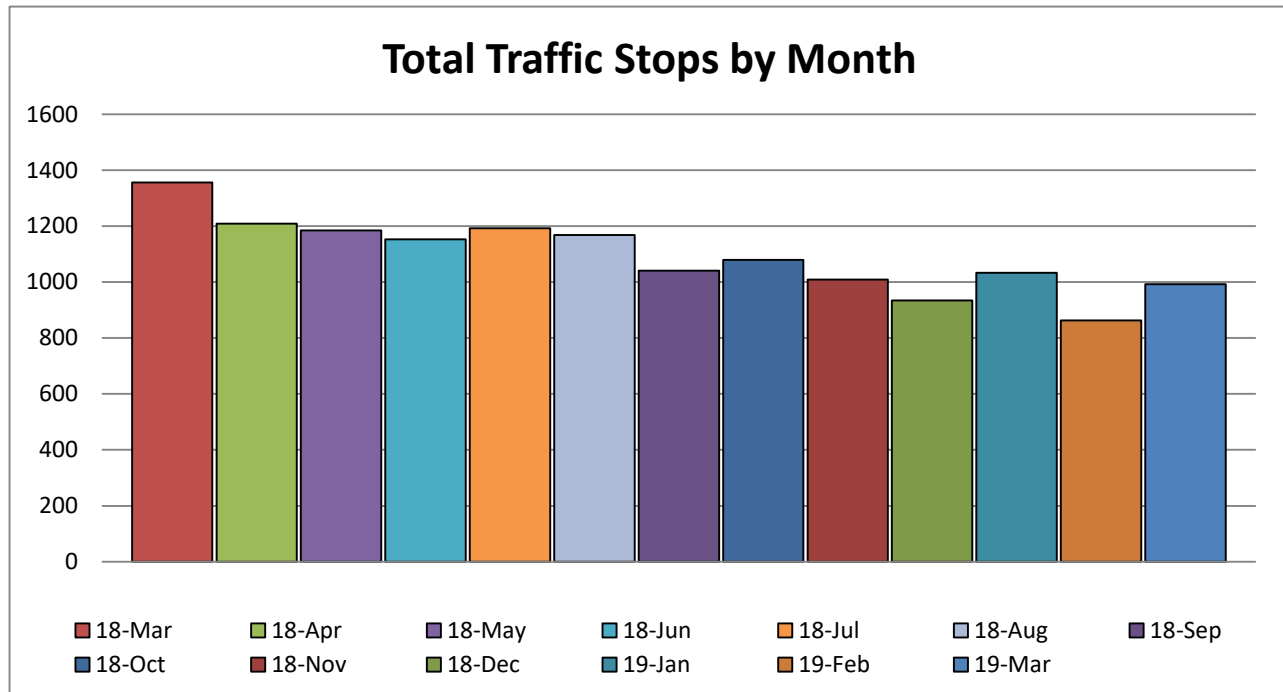
Westfield Police Department

March 2019

Traffic Stops by Hour of the Day

Hour:	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar
0	59	69	59	63	62	41	49	54	41	42	46	37	70
1	44	36	36	41	35	22	39	28	23	24	29	25	44
2	31	44	35	28	27	10	28	18	19	27	20	16	16
3	12	25	14	15	10	6	27	19	22	17	18	10	26
4	4	7	4	8	12	4	8	20	5	9	10	8	6
5	7	7	7	10	18	4	5	4	11	4	12	8	10
6	42	53	42	44	46	21	10	15	17	11	26	15	18
7	58	86	77	98	67	53	39	20	29	24	22	23	19
8	62	49	57	51	64	97	77	72	63	59	67	43	39
9	67	47	76	74	87	86	87	75	88	76	81	54	54
10	94	71	80	82	104	78	83	60	59	65	70	50	50
11	57	41	51	28	52	68	47	40	53	39	36	26	33
12	43	43	29	32	31	42	25	20	23	30	45	29	31
13	78	62	49	61	41	64	34	40	48	43	51	34	47
14	94	55	60	78	64	106	36	60	52	43	49	40	44
15	73	60	51	62	47	84	65	57	43	38	40	33	29
16	48	37	35	64	50	46	38	28	26	34	35	28	38
17	20	31	18	38	29	23	19	20	23	21	24	13	26
18	109	88	94	58	54	72	59	85	72	91	91	99	109
19	124	74	94	51	51	86	67	93	73	63	85	80	76
20	39	34	28	14	24	18	19	35	26	30	14	24	30
21	35	22	29	30	40	24	26	44	55	18	32	30	22
22	85	80	79	61	73	57	79	86	73	59	77	69	64
23	71	88	81	62	104	56	75	86	65	67	53	69	92
TOTAL	1356	1209	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993

Westfield Police Department
March 2019



Westfield Police Department
March 2019
Community Events

3/25/2019	Daisey Troop Police Department Visit - Officer Tribbett

Westfield Police Department

March 2019

Training

3/5-6/19	Optional Firearms
3/7/2019	K-9
3/11-15/19	IMPD Leadership Academy - Officers Zosso and Rebollar
3/18-21/19	Department EVO
3/14/2019	ESU
3/26-27/19	STOPS Istructor Recertification - Lt. Grimes

DEDICATION AND CONVEYANCE OF PUBLIC RIGHT-OF-WAY

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, whose mailing address is 2929 Walker Ave., NW, Grand Rapids, Michigan 49544 (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant, convey 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 the public Midland Trace Trail, 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 10th day of April, 2019.

GRANTOR:
Meijer Stores Limited Partnership
By: Meijer Group, Inc.
Its: General Partner

Legal [Signature]
Bus. [Signature]

By: [Signature]
(Michael L. Yuriste)

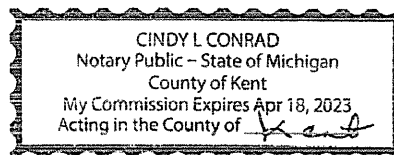
Its: Vice President - Real Estate

STATE OF MICHIGAN)
) SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on April 18, 2019, by Michael L. Kinstle, the Vice President of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, for and on behalf of said limited partnership.

Cindy L. Conrad

Notary Public, State of Michigan, County of Kent.
My commission expires: April 18, 2023.
Acting in the County of Kent.



ACCEPTANCE

WHEREAS, Osborne Trails 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:

Clerk – Treasurer

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 Co., LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

Exhibit "A"
MIDLAND PATH EXTENSION
NORTH OF SPRING MILL VILLAS

A part of the Northwest Quarter of Section 2, Township 18 North, Range 3 East,
Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the southeast corner of a parcel of land owned by Meijer Stores Limited Partnership, recorded as Instrument Number 2016013201 in the Office of the Recorder for Hamilton County, Indiana, said point also being the northeast corner of parcel of land owned by Maple Knoll Developer, LLC known as Tract "A" recorded as Instrument Number 2013049193 in the aforesaid Recorder's Office, also being the POINT OF BEGINNING of this description; thence South 89 degrees 42 minutes 23 seconds West along the South line of said Meijer Stores Limited Partnership 60.00 feet to a point on the East line of the West Half of the Northwest Quarter of said Section 2; thence North 00 degrees 14 minutes 34 seconds East along said East line 321.53 feet; thence North 89 degrees 42 minutes 23 seconds East 28.50 feet to a point on the East boundary of the aforesaid Meijer Stores Limited Partnership, said point also being a point on the West boundary of a parcel of land owned by Westfield Investment Company, L.P., recorded as Instrument Number 9244060 in the aforesaid Recorder's Office; thence South 00 degrees 14 minutes 34 seconds West along said boundary 45.03 feet to the southwest corner of said Westfield Investment Company, L.P. parcel; thence North 89 degrees 42 minutes 23 seconds East along the South line of the aforesaid Westfield Investment Company L.P. parcel 31.50 feet to the northwest corner of Pine Ridge, Section V, recorded as Instrument Number 9909921163, in Plat Cabinet 2, Slide 247 in the aforesaid Recorder's Office; thence South 00 degrees 14 minutes 34 seconds West along the West line of said Pine Ridge, Section V a distance of 109.58 feet to a point on the North right-of-way of Flat Rock Drive; thence continuing South 00 degrees 14 minutes 34 seconds West along said West line 50.00 feet to a point on the South right-of-way line of Flat Rock Drive; thence continuing South 00 degrees 14 minutes 34 seconds West along the aforesaid West line 110.22 feet to the southwest corner of the aforesaid Pine Ridge, Section V, said point also being the northwest corner of Quail Ridge, Section V, recorded as Instrument Number 200000018939, Plat Cabinet 2, Slide 422 in the aforesaid Recorder's Office; thence continuing South 00 degrees 14 minutes 34 seconds West along the West line of said Quail Ridge, Section V a distance of 6.70 feet to the place of beginning, containing 17,872 Square Feet, more or less.



Dennis D. Olmstead
Professional Land Surveyor
Indiana No. 900012

Date: March 5, 2019



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

JOB NO. 50690PLA-MF

DRAWN BY: PCW

CHECKED BY: DDO

DATE DRAWN: 03/01/2019

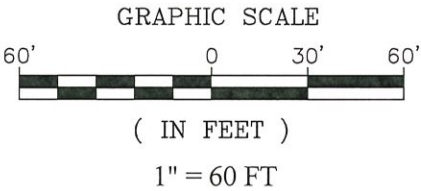
FIELDWORK DATE:

PAGE

1

OF 2 SHEETS

Exhibit B
MIDLAND PATH EXTENSION
NORTH OF SPRING MILL VILLAS



E. LINE, W. 1/2, N.W. 1/4
SEC. 2-T18N-R3E

S00°14'45"W

NOW OR FORMERLY
WESTFIELD INVESTMENT COMPANY, L.P.
INST. #9244060

N89°42'23"E
28.50'

S00°14'34"W
45.03'

N89°42'23"E
31.50'

EXHIBIT A
17,872 SQ.FT.
(TO BE DEDICATED TO
THE CITY OF
WESTFIELD)

PINE RIDGE
SECTION V
INST. #9909921163
P.C. 2, SLIDE 247

33' EASEMENT FOR PIPELINE
IN FAVOR OF BUCKEYE PIPE LINE COMPANY, L.P.
D.R. 177, PG. 127, D.R. 177, PG. 218,

NORTH R/W

S00°14'34"W
50.00'

FLAT ROCK DRIVE

50' IRW

SOUTH R/W

MEIJER STORES
LIMITED PARTNERSHIP
INST. #2016013201

N00°14'34"E 321.53'

S00°14'34"W 109.58'

S00°14'34"W 110.22'

S00°14'34"W
6.70'

P.O.B.

S89°42'23"W
60.00'

TRACT A
MAPLE KNOLL DEVELOPER, LLC
INST. #2013049193

QUAIL RIDGE
SECTION V
INST. #200000018939
P.C. 2, SLIDE 422

Dennis D. Olmstead
Professional Land Surveyor
Indiana No. 900012

Date: March 29, 2019



THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A RETRACEMENT OR
ORIGINAL BOUNDARY SURVEY, A ROU
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. 50690PLA-MF

DRAWN BY: PCW

CHECKED BY: DDO

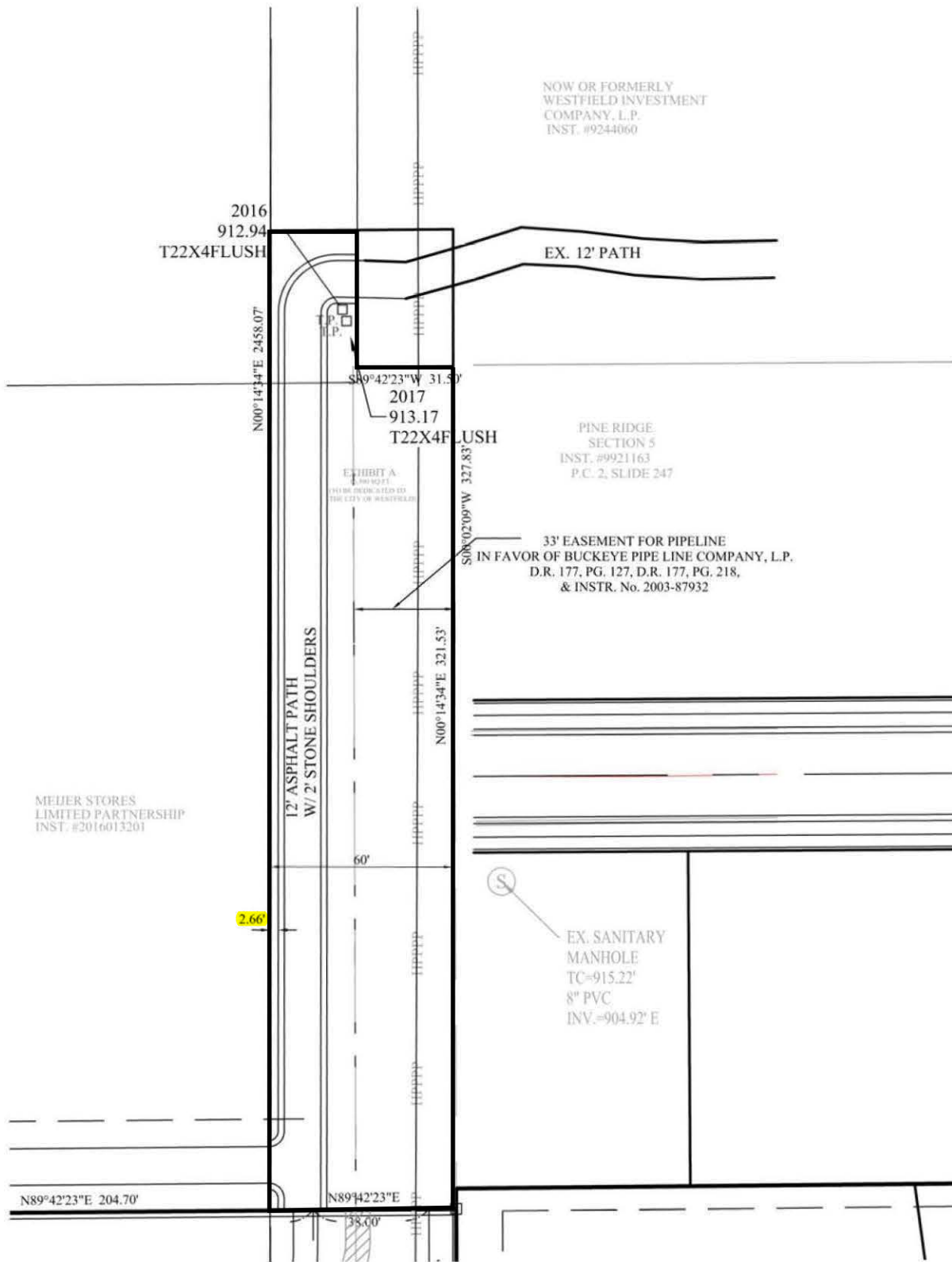
DATE DRAWN: 03/29/2019

FIELDWORK DATE:

PAGE

2

OF 2 SHEETS



Cross Reference: Deed recorded as 85-016494 in the Office of the Recorder of Hamilton County, Indiana

RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES

THIS RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES ("ROW Easement"), by and between Thomas E. Goins ("Goins") and Lindley Run Development LLC, an Indiana limited liability company ("Lindley") and the City of Westfield, Indiana ("City") and is made and entered into on the date on which Goins executes this ROW Easement, or the date on which Lindley executes this ROW Easement, or the date the City executes this ROW Easement, whichever occurs later (the "Effective Date"). Goins, Lindley, and the City are hereafter sometimes together referred to as the "Parties" and individually as the "Party".

WITNESSETH:

WHEREAS, Goins is the owner of a certain tract of land located in Westfield, Hamilton County, Indiana, more particularly described in the legal description attached hereto as "Exhibit A" and made a part hereof, (the "Goins Tract"); and

WHEREAS, Lindley is the owner of a certain tract of land located in the same county and state which lies contiguous to the Goins Tract, more particularly described in the legal description attached hereto as "Exhibit B" and made a part hereof (the "Lindley Tract") purchased from Goins; and

WHEREAS, the City is a municipal corporation located in Hamilton County, Indiana; and

WHEREAS, the parties desire to establish a right-of-way easement for the construction, maintenance, use, and dedication of a public road on the Goins Tract in association with the development of a residential subdivision by Lindley; and

NOW, THEREFORE, in consideration of the premises, and in consideration of the easements, covenants and restrictions hereinafter set forth, the sufficiency of which are hereby acknowledged, Goins, Lindley, and the City agree as follows:

I. RIGHT-OF-WAY EASEMENT.

A. Grant. Goins, as grantor, hereby grants to Lindley and the City an easement over and upon the property legal described and graphically depicted on Exhibit "C", attached hereto and made a part hereof, for the construction, installation, use, maintenance, and dedication of a public road ("Road") which Road shall be completed pursuant to the final approved engineering plans prepared by **Stoepelwerth & Associates, Inc.** and dated March of 2019, as amended and finalized ("Final Plans")

B. Temporary Easement for Construction and Installation. Goins hereby grants to Lindley and the City a temporary easement over such additional portions of the Goins Tract adjacent to the Road as is available and reasonably necessary for the construction and installation of the Road ("Temporary Easement").

C. Construction of Road. Lindley shall construct the Road within the ROW Easement in a good and workmanlike manner in accordance with the Final Plans and in conformity with all applicable laws, statutes, rules, codes, ordinances and regulations ("Applicable Laws"). Lindley shall be solely responsible for obtaining all required permits and approvals, in accordance with Applicable Laws, for the installation, repair and maintenance of the Road, and any repair and restoration work; provided, however, Goins shall cooperate with any reasonable request made by Lindley in connection with such permits and approvals. Lindley shall be solely responsible for the maintenance of the Road and for routine repairs and replacements of the Road, all at Lindley's cost and expense.

D. Assignment and Dedication. In the absence of a public dedication, a party owning either the Lindley Tract or the Goins Tract may assign all rights and obligations under this ROW Easement to a homeowners association formed in connection with the development of the underlying subdivision ("Association") organized to administer such parcel, provided the Association assumes the obligations hereunder.

E. Rights and Obligations:

1. Goins reserves the right to use and enjoy the Goins Tract for purposes which are not inconsistent with the rights and privileges granted under this ROW Easement, provided Goins shall not erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Goins Tract or change the grade of the Goins Tract to the extent such activity will interfere with the operation of the Road.

2. Any damage to lawns, growing crops, fences or tile of Goins or tenants of Goins, caused by Lindley in the original and future construction, maintenance, repair, modification, renewal or removal of the Road on the Temporary Easement shall be promptly paid or otherwise restored by Lindley as nearly as practicable to its original condition, provided written notice thereof is given to Lindley within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Lindley may designate in writing. Lindley shall reimburse Goins for any loss of farm rent resulting from the ROW Easement and Temporary Easement and work related thereto within thirty (30) days.

3. This ROW Easement shall transfer only the rights noted herein, including the right to use any material lying within the ROW Easement and Temporary Easement suitable for use in constructing and maintaining said temporary Road and does not convey any rights to any minerals or other substances underneath the surface except as may be used for the construction or maintenance of the Road.

II. RIGHTS AND OBLIGATIONS OF LENDERS.

If, by virtue of any right or obligation set forth herein, a lien shall be placed upon the Goins Tract, the Lindley Tract, then such lien shall expressly be subordinate and inferior to the lien of any first mortgagee now or hereafter placed on such tract. Notwithstanding the foregoing, any first

mortgagee of all or any portion of the Goins Tract or the Lindley Tract, and any assignee or successor-in-interest thereof, shall be subject at all times to the terms and conditions of this ROW Easement.

III. MECHANIC'S LIENS.

Lindley, and all of its successors-in-title, grantees and assigns, agrees to discharge (or cause to be discharged) within sixty (60) days of being filed, or to otherwise resolve to Goins' satisfaction, all mechanic's, laborer's, materialmen's, supplier's or vendor's liens recorded against the Goins Tract arising out of or connected with its installation, repair, maintenance and replacement of the Road or any repair or restoration work contemplated herein.

IV. DEFAULT.

Unless otherwise provided by this ROW Easement, a Party will not be deemed to be in default of this ROW Easement until such Party shall have been given written notice describing in reasonable detail the nature of its alleged breach and, within thirty (30) days after the receipt thereof (or such longer period of time as reasonably necessary under the circumstances or as otherwise may be allowed by this ROW Easement), shall have failed to complete the curing of such default. In the event of a default which is not cured timely, the non-defaulting Party giving said notice shall be entitled to institute an action or proceeding for relief from the consequences thereof, and the prevailing Party in said action or proceeding shall be entitled to recover its reasonably attorney fees incurred in connection therewith from the non-prevailing Party.

V. RELEASE

Goins and Lindley release and save harmless the City, and its duly appointed agents, representatives, and assigns in the removal of all fences, structures, drains, and all vegetation upon the ROW Easement and Temporary Easement, subject to Lindley's obligation to pay for loss of farm rent or crop damage.

VI. GENERAL.

A. Singular and Plural. The singular number includes the plural, and the masculine gender includes the feminine and neuter, and vice versa.

B. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the Parties, or by any person, as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that none of the provisions contained herein nor any acts of the Parties shall be deemed to create any relationship between them other than as expressly set forth herein.

C. Remedies Cumulative; Nonwaiver. The various rights and remedies set forth in this ROW Easement and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of a Party, but shall be construed as cumulative and shall be in addition to every

other remedy now or hereafter existing at law, in equity or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. No delay or omission to exercise any right or power by a Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this ROW Easement by a Party shall not be construed by any other Party as a waiver of any subsequent or continuing breach of the same covenant, term or condition. In addition, the consent or approval by a Party to or of an act by any other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary a consent to or approval of any subsequent or similar act.

D. Document Execution and Cancellation. It is understood and agreed that until this document is fully executed by Goins, Lindley, and the City, there is not, and shall not be, an agreement of any kind between the Parties upon which any commitment, undertaking or any obligation can be founded.

E. Duration. It is mutually agreed that this is a temporary easement and shall not be binding until a final plat is recorded pertaining to the Goins Tract and Lindley Tract, at which time this ROW Easement is vacated.

F. Notices. Whenever a Party hereto desires to give any notice, notification, report or statement to any other Party, the same shall be deemed to be given when placed, postage prepaid, certified or registered mail, return receipt requested, in the United States mail, addressed to the other Party at its address set forth below, or to such other address as a Party may designate from time to time in writing to all other Parties, or when sent by prepaid nationally-recognized overnight carrier (such as Federal Express).

G. Time of the Essence. Time is of the essence in the performance of all acts required to be performed hereunder, except that if failure of performance is not due to the willful act or neglect of a Party, such Party shall not be deemed to be in default with respect to the performance of any of the terms, covenants or conditions of this Agreement if the same is due to a strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, inclement weather, governmental regulations or controls, inability to obtain any material or service, act of God, or other cause beyond the reasonable control of the non-performing Party.

H. Indiana Law Governs. The laws of the State of Indiana shall govern the terms and conditions of this ROW Easement. The invalidity or unenforceability of any term or provision of this ROW Easement shall not affect or impair any other term or provision.

I. Modifications. Any or all provisions of this ROW Easement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by all Parties or their grantees, successors and assigns. Any modifications must be recorded in the Recorder's Office of Hamilton County, Indiana.

J. Counterparts. This ROW Easement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

K. Execution Authority. The person executing this ROW Easement on behalf of Lindley and the City represents and warrants that he/she has been duly authorized and is empowered to execute and deliver this ROW Easement to bind Lindley and the City accordingly to this ROW Easement.

IN WITNESS WHEREOF, Goins, Lindley, and the City have caused this ROW Easement to be executed as of the date set forth above.

LINDLEY RUN DEVELOPMENT LLC

By: [Signature]
Name: Scot F. Olthof
Title: Member
Dated: 3-25-19

ADDRESS:
8051 Wicker Ave., Suite A
St. John, IN 46373

[Signature]
THOMAS E. GOINS
Dated: 3-21-2019

ADDRESS:
4440 SW 14A02
CAPE CORAL, FL 33914

ALL OF WHICH IS APPROVED THIS _____ DAY OF _____ 2019.

WESTFIELD BOARD OF PUBLIC WORKS & SAFETY

Andy Cook

Randy Graham

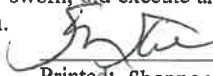
Kate Snedeker

ATTEST:

Cindy J. Gossard, Clerk Treasurer

STATE OF INDIANA)
) ss
COUNTY OF Lake)

On this 25th day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared Scot F. Olthof, the Member of Lindley Run Development LLC who, being first duly sworn, did execute and acknowledge this ROW Easement for the uses and purposes set forth herein.



Printed: Shannon Stiener, Notary Public

My Commission Expires:
3-14-23

My County of Residence:
Lake



STATE OF FLORIDA)
) ss
COUNTY OF Lee)

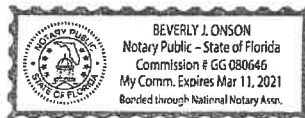
On this 21st day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared THOMAS E. GOINS who, acknowledged his execution of this ROW Easement.



Printed: Beverly J. Onson, Notary Public

My Commission Expires:
3-21-21

My County of Residence:
Lee



Prepared by: Greg A. Bouwer, Koransky & Bouwer, P.C., 425 Joliet Street, Suite 425, Dyer, Indiana 46311

After Recording Mail to: Greg A. Bouwer, Koransky & Bouwer, P.C., 425 Joliet Street, Suite 425, Dyer, Indiana 46311

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

LIST OF EXHIBITS

Exhibit A — Goins Tract - legal

Exhibit B — Lindley Tract - legal

Exhibit C — Easement

Exhibit A

Land Description – Phase II – A

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West (assumed bearing) along the East line of the Northwest Quarter of said Northwest Quarter a distance of 128.01 to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 05 minutes 23 seconds West along said East line a distance of 460.75 feet; thence North 89 degrees 54 minutes 37 seconds West a distance of 315.05 feet; thence North 00 degrees 01 minute 04 seconds East a distance of 263.07 feet; thence North 89 degrees 58 minutes 56 seconds West a distance of 16.00 feet; thence North 00 degrees 01 minute 04 seconds East a distance of 84.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 89 degrees 58 minutes 56 seconds East a distance of 25.00 feet from said point; thence northeasterly along said curve an arc length of 39.27 feet to a point on said curve, said point being North 00 degrees 01 minute 04 seconds East a distance of 25.00 feet from the radius point of said curve; thence North 00 degrees 01 minute 04 seconds East a distance of 20.00 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 4.00 feet; thence North 00 degrees 16 minutes 56 seconds East a distance of 71.37 feet; thence South 89 degrees 24 minutes 45 seconds East a distance of 310.31 feet to the Point of Beginning, Containing 3.370 acres, more or less.

Land Description – Phase II – B

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 29; thence along the West line of said Northwest Quarter South 00 degrees 01 minutes 04 seconds West (assumed bearing) a distance of 605.94 feet; thence South 89 degrees 58 minutes 56 seconds East a distance of 75.00 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 58 minutes 56 seconds East a distance of 278.00 feet; thence South 00 degrees 01 minute 04 seconds West a distance of 196.17 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from said point; thence southwesterly along said curve an arc length of 31.42 feet to a point on said curve, said point being South 00 degrees 01 minute 04 seconds West a distance of 20.00 feet from the radius point of said curve; thence South 00 degrees 01 minute 04 seconds West a distance of 80.00 feet to a point on a curve to concave southwesterly, the radius point of said curve being South 00 degrees 01 minute 04 seconds West, a distance of 20.00 feet; thence southeasterly along the arc of said curve an arc length of 31.42 feet to a point on said curve, said point being North 00 degrees 01 minute 04 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 00 degrees 01 minute 04 seconds West a distance of 484.71 feet to a point on a curve concave northwesterly, the radius point of said curve being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from said point; thence southwesterly along said curve an arc length of 31.62 feet to a point on said curve, said point being South 00 degrees 36 minutes 13 seconds West a distance of 20.00 feet from the radius point of said curve; thence South 00 degrees 36 minutes 13 seconds West a distance of 59.00 feet; thence South 89 degrees 23 minutes 47 seconds East a distance of 807.02 feet to a point on a curve concave southwesterly, the radius point of said curve being South 00 degrees 36 minutes 13 seconds West a distance of 20.00 feet from said point; thence southeasterly along said curve an arc length of 31.21 feet to a point on said curve, said point being South 89 degrees 58 minutes 57 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 00 degrees 01 minute 03 seconds West a distance of 129.66 feet; thence North 89 degrees

Exhibit A

58 minutes 57 seconds West a distance of 101.31 feet; thence South 00 degrees 01 minute 03 seconds West a distance of 184.00 feet; thence North 89 degrees 58 minutes 57 seconds West a distance of 23.69 feet; thence South 00 degrees 01 minute 03 seconds West a distance of 325.34 feet; thence South 07 degrees 27 minutes 54 seconds East a distance of 116.74 feet; thence North 89 degrees 36 minutes 46 seconds West a distance of 140.21 feet; thence South 00 degrees 01 minute 03 seconds West a distance of 32.39 feet; thence North 89 degrees 58 minutes 57 seconds West a distance of 234.01 feet; thence North 00 degrees 01 minute 04 seconds East a distance of 640.47 feet; thence North 89 degrees 16 minutes 26 seconds West a distance of 600.01 feet; thence North 00 degrees 01 minute 04 seconds East a distance of 1,046.46 feet to the Point of Beginning, containing 15.003 acres, more or less.

Land Description – Phase II – C

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 29; thence North 00 degrees 06 minutes 33 seconds East (assumed bearing) a distance of 675.52 feet along the East line of said Northwest Quarter to the POINT OF BEGINNING of this description; thence South 61 degrees 27 minutes 13 seconds West a distance of 1,104.31 feet; thence North 28 degrees 32 minutes 47 seconds West a distance of 125.00 feet; thence North 61 degrees 27 minutes 13 seconds East a distance of 4.09 feet; thence North 28 degrees 32 minutes 47 seconds West a distance of 59.00 feet; thence North 08 degrees 30 minutes 19 seconds West a distance of 133.06 feet; thence North 61 degrees 27 minutes 13 seconds East a distance of 489.69 feet; thence North 28 degrees 32 minutes 47 seconds West a distance of 92.76 feet; thence South 57 degrees 16 minutes 09 seconds West a distance of 69.75 feet; thence South 63 degrees 23 minutes 14 seconds West a distance of 92.13 feet; thence North 89 degrees 58 minutes 57 seconds West a distance of 70.00 feet; thence North 70 degrees 41 minutes 32 seconds West a distance of 74.16 feet; thence North 00 degrees 01 minutes 03 seconds East a distance of 179.00 feet; thence North 89 degrees 58 minutes 57 seconds West a distance of 5.64 feet; thence North 00 degrees 36 minutes 13 seconds East a distance of 144.51 feet; thence South 89 degrees 58 minutes 50 seconds East a distance of 140.01 feet; thence South 71 degrees 10 minutes 31 seconds East a distance of 86.09 feet; thence North 69 degrees 10 minutes 21 seconds East a distance of 191.20 feet; thence South 89 degrees 53 minutes 27 seconds East a distance of 219.90 feet; thence North 00 degrees 02 minutes 48 seconds East a distance of 338.01 feet to the North line of land described in Instrument Number 87-024333 as recorded in Hamilton County, Indiana, Recorder's Office; thence South 89 degrees 32 minutes 57 seconds East a distance of 354.37 feet along said North line to the East line of said Northwest Quarter; thence South 00 degrees 06 minutes 33 seconds West a distance of 726.98 feet along said East line to the place of beginning, containing 16.640 acres, more or less.

Land Description – Phase III – A

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Northwest Quarter of the Northwest Quarter of said Section 29; thence South 00 degrees 05 minutes 23 seconds West a distance of (assumed bearing) along the East line of the Northwest Quarter of said Northwest Quarter a distance of 50.00 to the POINT OF BEGINNING of this description; thence South 00 degrees 05 minutes 23 seconds West along said East line, a distance of 78.00 feet; thence North 89 degrees 24 minutes 45 seconds West a distance of 310.31 feet; thence South 00 degrees 16 minutes 56 seconds West a distance of 71.37 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 4.00 feet; thence South 00 degrees 01 minutes 04 seconds West a

Exhibit A

distance of 20.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 00 degrees 01 minutes 04 seconds West a distance of 25.00 feet from said point; thence southwesterly along said curve an arc distance of 39.27 feet to a point on said curve, said point being North 89 degrees 58 minutes 56 seconds West a distance of 25.00 feet from the radius point of said curve; thence South 00 degrees 01 minutes 04 seconds West a distance of 84.00 feet; thence South 89 degrees 58 minutes 56 seconds East a distance of 16.00 feet; thence South 00 degrees 01 minutes 04 seconds West a distance of 474.14 feet; thence North 89 degrees 58 minutes 56 seconds West a distance of 59.00 feet to a point on a non-tangent curve concave northwesterly, the radius point of said curve being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from said point; thence southwesterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 00 degrees 01 minutes 04 seconds West a distance of 20.00 feet from the radius point of said curve; thence North 89 degrees 58 minutes 56 seconds West a distance of 200.00 feet to a point on a curve concave northeasterly, the radius point of said curve being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from said point; thence northwesterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from the radius point of said curve; thence North 89 degrees 58 minutes 56 seconds West a distance of 59.00 feet to a point on a non-tangent curve concave northwesterly, the radius point of said curve being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from said point; thence southwesterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 00 degrees 01 minutes 04 seconds West a distance of 20.00 feet from the radius point of said curve; thence North 89 degrees 58 minutes 56 seconds West a distance of 200.00 feet to a point on a curve concave northeasterly, the radius point of said curve being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from said point; thence northwesterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from the radius point of said curve; thence North 00 degrees 01 minutes 34 seconds East a distance of 10.50 feet; thence North 89 degrees 58 minutes 56 seconds West a distance of 59.00 feet; thence North 00 degrees 01 minutes 04 seconds East a distance of 196.17 feet; thence North 89 degrees 58 minutes 56 seconds West a distance of 278.00 feet; thence North 00 degrees 01 minutes 04 seconds East a distance of 476.04 feet; thence North 40 degrees 02 minutes 17 seconds East a distance of 102.51 feet; thence South 89 degrees 24 minutes 45 seconds East a distance of 1,184.87 feet to the place of beginning, containing 15.614 acres, more or less.

Land Description – Phase III – B

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 29; thence North 89 degrees 36 minutes 46 seconds West (assumed bearing) a distance of 647.49 feet along the South line of the Southwest Quarter of said Northwest Quarter to the Southeast corner of the 11.62 acre parcel described in Instrument Number 2006-058047 as recorded in the Hamilton County, Indiana, Records Office; thence North 00 degrees 01 minutes 04 seconds East a distance of 75.00 feet along the East line of said 11.62 acre parcel to the POINT OF BEGINNING of this description; thence continuing North 00 degrees 01 minutes 04 seconds East along said East line, a distance of 302.74 feet; thence South 89 degrees 58 minutes 57 seconds East a distance of 234.01 feet; thence North 00 degrees 01 minutes 03 seconds East a distance of 32.39 feet; thence South 89 degrees 36 minutes 46 seconds East a distance of 140.21 feet; thence continuing South 89 degrees 36 minutes 46 seconds East along said line, a distance of 170.18 feet to a point on a non-tangent curve concave northeasterly, the radius point of said curve being North 51 degrees 38 minutes 33 seconds East a distance of 279.50 feet from said point; thence southeasterly along said curve an arc distance of 40.81 feet to a point on said curve, said point being South 43 degrees 16 minutes 39 seconds West a distance of 279.50 feet from the radius point of

Exhibit A

said curve, said point also being the point of reverse curvature of a curve concave westerly, the radius point of said curve being South 43 degrees 16 minutes 39 seconds West a distance of 20.00 feet from said point; thence southerly along said curve an arc distance of 28.10 feet to a point on said curve, said point being South 56 degrees 14 minutes 09 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 33 degrees 45 minutes 51 seconds West a distance of 4.12 feet; thence South 56 degrees 14 minutes 09 seconds East a distance of 59.00 feet to a point on a curve concave southerly, the radius point of said curve being South 56 degrees 14 minutes 09 seconds East a distance of 20.00 feet from said point; thence easterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being North 33 degrees 45 minutes 51 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 56 degrees 14 minutes 09 seconds East a distance of 39.14 feet to a point on a curve concave southwesterly, the radius point of said curve being South 33 degrees 45 minutes 51 seconds West a distance of 170.50 feet from said point; thence southeasterly along said curve an arc distance of 168.69 feet to a point on said curve, said point being South 89 degrees 32 minutes 57 seconds East a distance of 170.50 feet from the radius point of said curve; thence South 00 degrees 27 minutes 03 seconds West a distance of 56.94 feet; thence South 45 degrees 27 minutes 03 seconds West a distance of 42.43 feet; thence North 89 degrees 32 minutes 57 seconds West a distance of 79.07 feet; thence North 89 degrees 36 minutes 46 seconds West a distance of 648.02 feet to the place of beginning, containing 5.189 acres, more or less.

Land Description – Phase III – C

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 29; thence North 00 degrees 06 minutes 33 seconds East (assumed bearing) a distance of 239.00 feet along the East line of said Northwest Quarter to the Northeast corner of the land described in Instrument Number 93-002300 as recorded in the Hamilton County, Indiana Records Office and the POINT OF BEGINNING of this description; thence North 89 degrees 32 minutes 57 seconds West a distance of 257.05 feet along the North line and the prolonged North line of said land; thence South 00 degrees 06 minutes 33 seconds West a distance of 164.00 feet; thence North 89 degrees 32 minutes 57 seconds West a distance of 712.40 feet; thence North 00 degrees 27 minutes 03 seconds East a distance of 65.17 feet; thence North 61 degrees 27 minutes 13 seconds East a distance of 1,104.31 feet; thence South 00 degrees 06 minutes 33 seconds West a distance of 436.52 feet to the place of beginning, containing 6.437 acres, more or less.

Land Description – Phase III – D

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 29; thence North 00 degrees 06 minutes 33 seconds East (assumed bearing) a distance of 1,402.50 feet along the East line of said Northwest Quarter to the Northeast corner of the land described in Instrument Number 87-024333 as recorded in the Hamilton County, Indiana Records Office and the POINT OF BEGINNING of this description; thence North 89 degrees 32 minutes 57 seconds West a distance of 354.37 feet along the North line of said land to the POINT OF BEGINNING of this description; thence South 00 degrees 02 minutes 48 seconds West a distance of 338.01 feet; thence North 89 degrees 53 minutes 27 seconds West a distance of 219.90 feet; thence South 69 degrees 10 minutes 21 seconds West a distance of 191.20 feet; thence North 71 degrees 10 minutes 31 seconds West a distance of 86.09 feet; thence North 89 degrees 58 minutes 50 seconds West a distance of 140.01 feet; thence North 81 degrees 05 minutes 21 seconds West

Exhibit A

a distance of 141.48 feet; thence North 89 degrees 23 minutes 47 seconds West a distance of 315.07 feet; thence North 00 degrees 01 minutes 03 seconds East a distance of 124.80 feet to a point on a curve concave southeasterly, the radius point of said curve being South 89 degrees 58 minutes 57 seconds East a distance of 20.00 feet from said point; thence northeasterly along said curve an arc distance of 30.61 feet to a point on said curve, said point being North 02 degrees 17 minutes 53 seconds West a distance of 20.00 feet from the radius point of said curve; thence North 00 degrees 36 minutes 13 seconds East a distance of 59.03 feet; thence South 89 degrees 23 minutes 47 seconds East a distance of 155.79 feet; thence North 00 degrees 34 minutes 36 seconds East a distance of 157.42 feet to said North line; thence South 89 degrees 32 minutes 57 seconds East a distance of 898.01 feet along said North line to the place of beginning, containing 8.355 acres, more or less.

Exhibit B

LAND DESCRIPTION – Lindley Run Section 1

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the West Half of said Quarter Section; thence South 00 degrees 05 minutes 23 seconds West (assumed bearing) along the East line of said Half-Quarter Section a distance of 588.76 feet to the Point of Beginning of this description; thence South 00 degrees 05 minutes 23 seconds West along said East line a distance of 677.77 feet to the Northwest corner of the parcel owned by Thomas E. Goins as recorded in Instrument No. 87-024333 in the Office of the Recorder of Hamilton County, Indiana; thence along the North line of said land South 89 degrees 32 minutes 57 seconds East a distance of 70.88 feet; thence South 00 degrees 34 minutes 36 seconds West a distance of 157.42 feet; thence North 89 degrees 23 minutes 47 seconds West a distance of 155.79 feet; thence South 00 degrees 36 minutes 13 seconds West a distance of 59.03 feet to a point on a non-tangent curve concave southeasterly the radius point of said curve being South 02 degrees 17 minutes 53 seconds East a distance of 20.00 feet from said point; thence southwesterly along said curve an arc distance of 30.61 feet to a point on said curve, said point being North 89 degrees 58 minutes 57 seconds West a distance of 20.00 feet from the radius point of said curve; thence South 00 degrees 01 minutes 03 seconds West a distance of 124.80 feet; thence South 89 degrees 23 minutes 47 seconds East a distance of 315.07 feet; thence South 81 degrees 05 minutes 21 seconds East a distance of 141.48 feet; thence South 00 degrees 36 minutes 13 seconds West a distance of 144.51 feet; thence South 89 degrees 58 minutes 57 seconds East a distance of 5.64 feet; thence South 00 degrees 01 minutes 03 seconds West a distance of 179.00 feet; thence South 70 degrees 41 minutes 32 seconds East a distance of 74.16 feet; thence South 89 degrees 58 minutes 57 seconds East a distance of 70.00 feet; thence North 63 degrees 23 minutes 14 seconds East a distance of 92.13 feet; thence North 57 degrees 16 minutes 09 seconds East a distance of 69.75 feet; thence South 28 degrees 32 minutes 47 seconds East a distance of 92.76 feet; thence South 61 degrees 27 minutes 13 seconds West a distance of 489.69 feet; thence South 08 degrees 30 minutes 19 seconds East a distance of 133.06 feet; thence South 28 degrees 32 minutes 47 seconds East a distance of 59.00 feet; thence South 61 degrees 27 minutes 13 seconds West a distance of 4.09 feet; thence South 28 degrees 32 minutes 47 seconds East a distance of 125.00 feet; thence South 00 degrees 27 minutes 03 seconds West a distance of 65.17 feet; thence South 89 degrees 32 minutes 57 seconds East a distance of 712.40 feet; thence South 00 degrees 06 minutes 33 seconds West a distance of 75.00 feet to the South line of said Northwest Quarter; thence North 89 degrees 32 minutes 57 seconds West a distance of 1,065.73 feet along said South line to the Southeast corner of said West Half; thence North 89 degrees 36 minutes 46 seconds West a distance of 647.49 feet along the South line of the West Half of the Northwest Quarter to the Southeast corner of the 11.62 acre parcel described in Instrument Number 2006-058047 as recorded in the Hamilton County, Indiana, Records Office; thence North 00 degrees 01 minutes 04 seconds East a distance of 75.00 feet along the East line of said 11.62 acre parcel; thence South 89 degrees 36 minutes 46 seconds East a distance of 648.02 feet; thence South 89 degrees 32 minutes 57 seconds East a distance of 79.07 feet; thence North 45 degrees 27 minutes 03 seconds East a distance of 42.43 feet; thence North 00 degrees 27 minutes 03 seconds East a distance of 56.94 feet to a point on a curve concave southwesterly, the radius point of said curve being North 89 degrees 32 minutes 57 seconds West a distance of 170.50 feet from said point; thence northwesterly along said curve an arc distance of 168.69 feet to a point on said curve, said point being North 33 degrees 45 minutes 51 seconds East a distance of 170.50 feet from the radius point of said curve; thence North 56 degrees 14 minutes 09 seconds West a distance of 39.14 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 33 degrees 45 minutes 51 seconds West a distance of 20.00 feet from said point; thence westerly along said curve 31.42 feet to a point on said curve, said point being North 56 degrees 14 minutes 09 seconds West a

Exhibit B

distance of 20.00 feet from the radius point of said curve; thence North 56 degrees 14 minutes 09 seconds West a distance of 59.00 feet; thence North 33 degrees 45 minutes 51 seconds East a distance of 4.12 feet to a point on a curve concave westerly, the radius point of said curve being North 56 degrees 14 minutes 09 seconds West a distance of 20.00 feet from said point; thence northerly along said curve an arc distance of 28.10 feet to a point on said curve, said point being North 43 degrees 16 minutes 39 seconds East a distance of 20.00 feet from the radius point of said curve, said point also being the point of reverse curvature of a curve concave northeasterly, the radius point of said curve being North 43 degrees 16 minutes 39 seconds East a distance of 279.50 feet from said point; thence northwesterly along said curve an arc distance of 40.81 feet to a point on said curve, said point being South 51 degrees 38 minutes 33 seconds West a distance of 279.50 feet from the radius point of said curve; thence North 89 degrees 36 minutes 46 seconds West a distance of 170.18 feet; thence North 07 degrees 27 minutes 54 seconds West a distance of 116.74 feet; thence North 00 degrees 01 minutes 03 seconds East a distance of 325.34 feet; thence South 89 degrees 58 minutes 57 seconds East a distance of 23.69 feet; thence North 00 degrees 01 minutes 22 seconds East a distance of 184.00 feet; thence South 89 degrees 58 minutes 57 seconds East a distance of 101.29 feet; thence North 00 degrees 01 minutes 03 seconds East a distance of 129.66 feet to a point on a curve concave southwesterly the radius point of said curve being North 89 degrees 58 minutes 57 seconds West a distance of 20.00 feet from said point; thence northwesterly along said curve an arc distance of 31.21 feet to a point on said curve, said point being North 00 degrees 36 minutes 13 seconds East a distance of 20.00 feet from the radius point of said curve; thence North 89 degrees 23 minutes 47 seconds West a distance of 807.02 feet; thence North 00 degrees 36 minutes 13 seconds East a distance of 59.00 feet to a point on a non-tangent curve concave northwesterly, the radius point of said curve being North 00 degrees 36 minutes 13 seconds East a distance of 20.00 feet from said point; thence northeasterly along said curve an arc distance of 31.62 feet to a point on said curve, said point being South 89 degrees 58 minutes 56 seconds East a distance of 20.00 feet from the radius point of said curve; thence North 00 degrees 01 minutes 04 seconds East a distance of 484.71 feet to a point on a curve concave southwesterly, the radius point of said curve being North 89 degrees 58 minutes 56 seconds West a distance of 20.00 feet from said point; thence northwesterly along said curve an arc distance of 31.42 feet to a point on said curve said point being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from the radius point of said curve; thence North 00 degrees 01 minutes 04 seconds East a distance of 80.00 feet to a point on a non-tangent curve concave northwesterly, the radius point of said curve being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from said point; thence northeasterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 89 degrees 58 minutes 56 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 89 degrees 58 minutes 56 seconds East a distance of 59.00 feet; thence South 00 degrees 01 minutes 34 seconds West a distance of 10.50 feet to a point on a curve concave northeasterly, the radius point of said curve being South 89 degrees 58 minutes 26 seconds East a distance of 20.00 feet from said point; thence southeasterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 00 degrees 00 minutes 34 seconds West a distance of 20.00 feet from the radius point of said curve; thence South 89 degrees 58 minutes 56 seconds East a distance of 200.00 feet to a point on a curve concave northwesterly the radius point of said curve being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from said point; thence northeasterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 89 degrees 58 minutes 56 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 89 degrees 58 minutes 56 seconds East a distance of 59.00 feet to a point on a non-tangent curve concave northeasterly, the radius point of said curve being South 89 degrees 58 minutes 56 seconds East a distance of 20.00 feet from said point; thence southeasterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 00 degrees 01 minutes 04 seconds West a distance of 20.00 feet from the radius point

Exhibit B

of said curve; thence South 89 degrees 58 minutes 56 seconds East a distance of 200.00 feet to a point on a curve concave northwesterly, the radius point of said curve being North 00 degrees 01 minutes 04 seconds East a distance of 20.00 feet from said point; thence northeasterly along said curve an arc distance of 31.42 feet to a point on said curve, said point being South 89 degrees 58 minutes 56 seconds East a distance of 20.00 feet from the radius point of said curve; thence South 89 degrees 58 minutes 56 seconds East a distance of 59.00 feet; thence North 00 degrees 01 minutes 04 seconds East a distance of 208.64 feet; thence North 89 degrees 38 minutes 54 seconds East a distance of 315.05 feet to the East line of said West Half and the place of beginning, containing 31.625 acres, more or less.

LAND DESCRIPTION – Lindley Run Section 1-A (Right-of-way)

A part of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89 degrees 24 minutes 45 seconds East (assumed bearing) a distance of 1,325.85 feet along the North line of said Northwest Quarter to the Northeast corner of the West Half of said Northwest Quarter; thence South 00 degrees 05 minutes 23 seconds West a distance of 50.00 feet along the East line of said West Half; thence North 89 degrees 24 minutes 45 seconds West a distance of 1,184.87 feet; thence South 40 degrees 02 minutes 17 seconds West a distance of 102.51 feet; thence South 00 degrees 01 minutes 04 seconds West a distance of 1,523.34 feet to the North line of the land described in Instrument Number 85-01254 [Deed Book 350, Page 878] recorded in the Hamilton County, Indiana, Recorder's Office; thence North 89 degrees 21 minutes 16 seconds West a distance of 75.00 feet to the West line of said West Half; thence North 00 degrees 01 minutes 04 seconds East a distance of 1,652.42 feet along said West line to the place of beginning, containing 4.341 acres, more or less.

EXHIBIT C

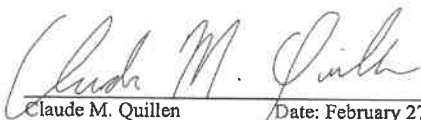
EASEMENT DESCRIPTION

Easement #17

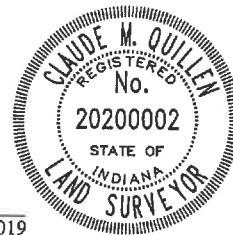
A part of the East Half of the Northwest Quarter of Section 29, Township 19 North, Range 04 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the East Half of the Northwest Quarter of said Section 29; thence North 00 degrees 06 minutes 33 seconds East (assumed bearing) a distance of 1,402.50 feet along the East line of the East Half of said Northwest Quarter to the Northeast corner of the land owned by Thomas E. Goins as described in Instrument Number 87-024333 as recorded in the Hamilton County Recorder's Office; thence North 89 degrees 32 minutes 57 seconds West a distance of 1,252.38 feet along the North line of said land; thence South 00 degrees 35 minutes 03 seconds West a distance of 157.42 feet; thence North 89 degrees 23 minutes 47 seconds West a distance of 155.79 feet; thence South 00 degrees 36 minutes 13 seconds West a distance of 59.03 feet to a point on a curve concave southeasterly, the radius point of said curve being South 02 degrees 17 minutes 53 seconds East 20.00 feet from said point; thence southwesterly along said curve an arc length of 30.60 feet to a point on said curve, said point being North 89 degrees 58 minutes 57 seconds West 20.00 feet from the radius point of said curve; thence South 00 degrees 01 minute 03 seconds West a distance of 124.80 feet; thence South 89 degrees 23 minutes 47 seconds East a distance of 315.07 feet; thence South 81 degrees 05 minutes 21 seconds East a distance of 141.48 feet; thence South 00 degrees 36 minutes 13 seconds West a distance of 144.51 feet; thence South 89 degrees 58 minutes 57 seconds West a distance of 5.64 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 58 minutes 57 seconds East a distance of 4.91 feet to a point on a curve concave northerly, the radius point of said curve being North 00 degrees 01 minute 3 seconds East a distance of 50.00 feet from said point; thence northeasterly along said curve an arc length of 32.59 feet to a point on said curve, said point being South 37 degrees 19 minutes 38 seconds East a distance of 50.00 feet from the radius point of said curve, said point also being a point on a curve concave westerly, the radius point of said curve being South 37 degrees 19 minutes 38 seconds East a distance of 50.00 feet from said point; thence southerly along said curve an arc length 222.26 feet to a point on said curve, said point being South 37 degrees 21 minutes 45 seconds West a distance of 50.00 feet from the radius point of said curve, said point also being a point on a curve concave southerly, the radius point of said curve being South 37 degrees 21 minutes 45 seconds West a distance 50.00 feet from said point; thence northwesterly along said curve an arc length of 32.59 feet to a point on said curve, said point being North 00 degrees 01 minute 03 seconds East a distance of 50.00 feet from the radius point of said curve; thence North 89 degrees 58 minutes 57 seconds West a distance of 4.91 feet; thence North 00 degrees 01 minute 03 seconds East a distance of 59.00 feet to the place of beginning, containing 0.208 acres, more or less.

This easement, as described, lies within parcel #29-06-29-000-003.000-014 as described in Instrument #85-016494.

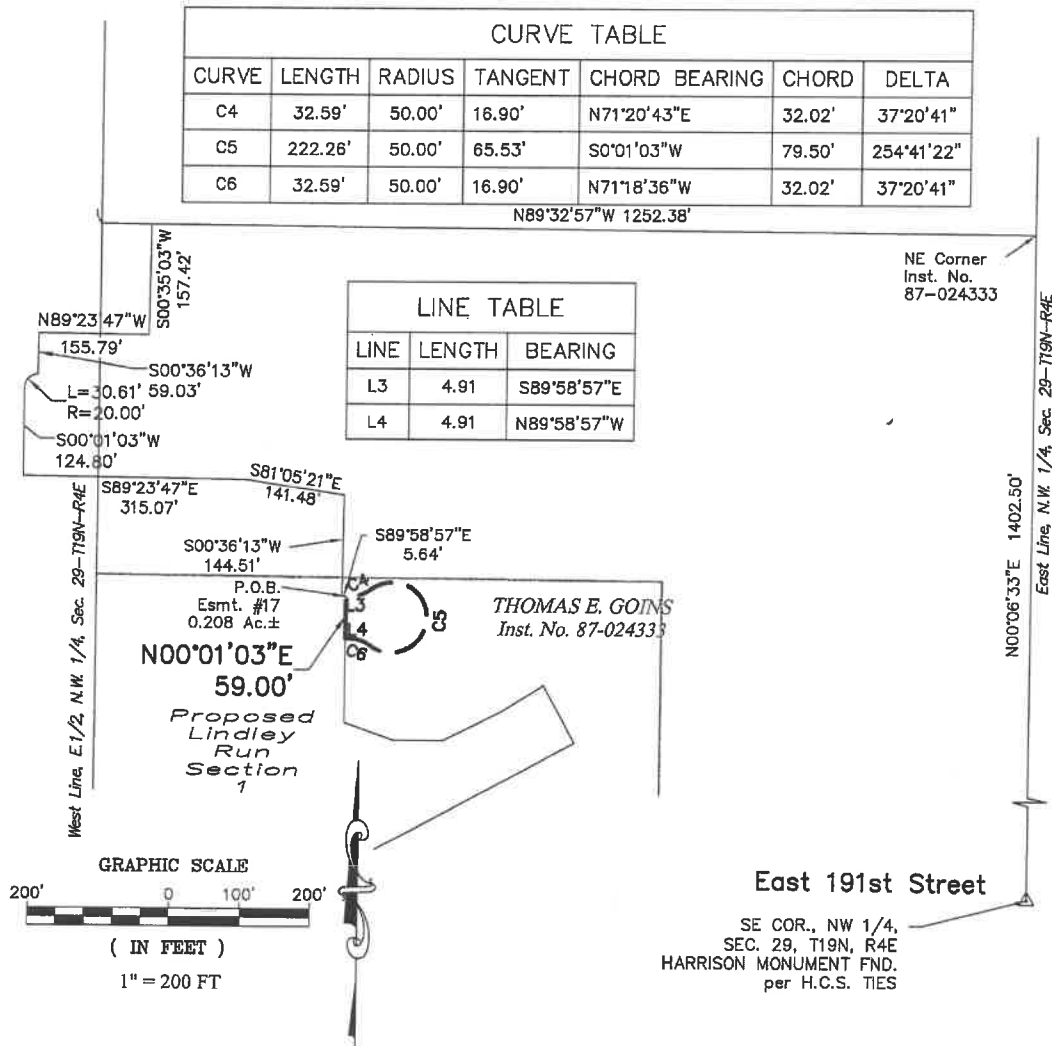

Claude M. Quillen
Registered Land Surveyor
Indiana No. 20200002

Date: February 27, 2019
Revised: March 19, 2019



 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 81635OLF	PAGE 1 OF 2 SHEETS
	DRAWN BY: CMQ/JAB	
	CHECKED BY: BES	
	DATE DRAWN: 03/04/19	
	FIELDWORK DATE:	

Exhibit C



Claude M. Quillen
 Claude M. Quillen
 Professional Land Surveyor
 Indiana No. 20200002

Date: February 27, 2019
 Revised: March 19, 2019



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

Prepared for: Olthof Homes

 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 81635OLF	PAGE 2 OF 2 SHEETS
	DRAWN BY: CMQ/JAB	
	CHECKED BY: BES	
	DATE DRAWN: 03/04/19	
	FIELDWORK DATE:	



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stethish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: April 24, 2019

Re: Action Item - Signing Authority
2019 Resurfacing Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the 2019 Resurfacing Project for the amount of \$2,970,798.45 assuming that all paperwork is in order. The bid opening was April 23, 2019, and the bid documents are currently under review.

Kate Snedeker

Randy Graham

Andy Cook

Public Works Department

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

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



April 24, 2019

Consent Agenda Item:

Performance Bond Acceptance

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

- Grand Communities, Villages of Oak Manor 2B, Bond #02223906, \$33,834.00, Erosion Control
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 4, Bond #30067794, \$38,733.00, Erosion Control
- Beazer Homes, West Rail, Section 2, Bond #60132899, \$7,084.00, Monumentation
- Beazer Homes, West Rail, Section 2, Bond #60132897, \$34,877.28, Asphalt 8' Wide Paths
- Beazer Homes, West Rail, Section 2, Bond #60132896, \$7,336.03. Common Area Sidewalks & Truncated Domes
- Beazer Homes, West Rail, Section 2, Bond #60132898, \$46,304.20, Asphalt Surface & Raised Pavement Markers
- Beazer Homes, West Rail, Section 2, Bond #60132902, \$34,914.00, Storm Sewer Drains
- William Tres Development, Springmill Trails Amenity Center (Gristmill Crossing) Moose Ridge Lane, Bond #41387967, \$209,299.20, Streets/Curbs, Storm Sewer, Sidewalks, Erosion Control, & ROW Improvements
- William Tres Development, Springmill Trails Amenity Center (Gristmill Crossing) On-Site Improvements, Bond #41387968, \$135,579.40, Storm Sewer & Erosion Control
- William Tres Development, Gristmill Crossing, Gristmill Road, Bond #41387965, \$312,723.00, Streets/Curbs, Storm Sewer, Sidewalks, Erosion Control, & ROW Improvements
- William Tres Development, Gristmill Crossing, Tournament Trail, Phase I, Bond #41387966, \$1,029,953.00, Streets/Curbs, Storm Sewer, Sidewalks, Erosion Control, & ROW Improvements

Performance Bond Release

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

- None

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:

- Beazer Homes, West Rail, Section 2, Bond #60132894, \$10,615.43, Stone Base & Asphalt Binder
- Beazer Homes, West Rail, Section 2, Bond #60132895, \$2,819.04, Curbs
- Harding Group, Wood Wind North, Section 1, Bond #30060974, \$22,669.05, Local Street Paving – Stone & Binder only, no surface.
- Weihe Construction, Wood Wind North, Section 1, Bond #30064145, \$7,332.00, Concrete Curb
- Weihe Construction, Wood Wind North, Section 1, Bond #30067934, \$47,412.00, Storm Sewers – Excludes SSD

Maintenance Bond Release

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

- None

Cash In Lieu

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

- Woodwind Residential, LLC, Wood Wind North, Section 1, \$10,778.60, Streets/Curbs, Storm Sewer, Sidewalk, & Trail