



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_22_2023

Wednesday, February 22, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 22, 2023 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly 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:

Minutes – December 21, 2022

Documents: [December 21, 2022 Minutes](#)

Contracts/Agreements

Action Item #2:

Approval to Acquire Excess Right-of-Way from INDOT

Documents: [Letter Seeking Approval to Purchase Excess ROW](#)

Action Item #3:

City of Westfield & H&N Outdoor Services –Low Profile Landscape Maintenance Contract– 2023 Addendum

Documents: [H&N 2023 Addendum](#)

Action Item #4:

City of Westfield & GAI Consultants – Professional Engineering Services - Cherry Street Bridge Preliminary Scope and Design Proposal

Documents: [GAI Fee Proposal](#)

Action Item #5:

City of Westfield & Esler Properties, LLC – Settlement Agreement & Release

Documents: [Settlement Agreement](#)

Action Item #6:

City of Westfield & INDOT – Grant Agreement – Community Crossing Matching Grant

Documents: [INDOT Grant Agreement](#)

Action Item #7:

City of Westfield & Johannigman Excavating – Goods and Services Contract – 161st Street Drainage Project

Documents: [Goods & Services Contract](#)

Action Item #8:

City of Westfield & Case Concepts, LLC – Ultimate Canine – Developer Agreement

Documents: [Developer Agreement](#)

Action Item #9:

City of Westfield & American Structurepoint – SR 32 Design – Supplemental #2

Documents: [Design & Supplemental #2, Revision #1](#)

Action Item #10:

City of Westfield & Lochmueller Group – 191st Street (Tomlinson to Grand Park Blvd) Design

Documents: [191st Street Fee Proposal](#)

Action Item #11:

City of Westfield & CCD Ackerson – Ackerson Farms Road Impact Fee Credit Agreement

Documents: [Ackerson Road Impact Fee Credit Agreement](#)

Action Item #12:

City of Westfield & CCD Ackerson – Ackerson Farms Park Impact Fee Credit Agreement

Documents: [Ackerson Park Impact Fee Credit Agreement](#)

Action Item #13:

City of Westfield & Resolution Group – On Call Contract – Amendment #1

Documents: [On Call Amendment #1](#)

Action Item #14:

City of Westfield & Puddle Jumpers/HWC Engineering – Maintenance Contract – Stormwater Program 2023

Documents: [Maintenance Contract - 2023 Stormwater Program](#)

Permit Approval

Action Item #15:

Encroachment Permit – Duke Energy – 231 E. 161st Street

Documents: [Duke Encroachment Application](#)

Consent Agenda

Conflict of Interest Disclosure Statement – Song Kang

Documents: [COI Song Kang](#)

January Bond Information

Documents: [January Bond List](#)

February Bond Information

Documents: [February Bond List](#)

Department Reports

Fire

Documents: [WFD 2022 Year End Report](#) | [WFD January Report](#)

Police

Documents: [WPD January Report](#) | [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 21, 2022

The Westfield Board of Public Works and Safety met on December 21, 2022, in the Westfield City Hall Assembly Room. Present were, Jim Ake, Larry Clarino, Mayor Cook, Kim Strang, and Chou-il Lee.

Jim Ake called the meeting to order at 1:00 PM

CHANGES IN AGENDA

AGENDA ITEMS:

Action Item #1: Approval of Minutes from November 16, 2022

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

CONTRACTS/AGREEMENTS

Action Item #2: 2023 Personnel Policy, Procedures, & Benefits Manual Update

Bradie Louks presented giving a summary of the changes or updates (8) to the 2023 manual.

Mayor Cook made a motion to approve the 2023 manual as presented. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #3: City of Westfield & Westtec Land Acquisitions, LLC-Settlement Agreement

Johnathon Nail presented stating this involves a small parcel, not owned by the city, that was used to complete the Westfield Blvd project. The city had previously deposited with the Hamilton County Courts the sum of \$67,000 which automatically would have gone to the property owner. The appraised total of the ROA is \$264,500. This agreement would allow the additional \$179,500 to be granted in Road Impact Fee Credits when the property owner decides to develop the parcel.

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

Action Item #4: City of Westfield & A & F Engineering -2023 On-Call Contract

Johnathon Nail presented stating this is for an on-call contract for traffic engineering. The contract would include speed and traffic studies, preliminary intersection design, signal analysis, and various other traffic-related items. The contract has a not to exceed amount of \$20,000.

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

Action Item #5: City of Westfield & Stantec/Cardno- Contract Assignment Letter

Johnathon Nail stated that we have a contract with Cardno to do our environmental mitigation studies and reviews. In December of 2021, Stantec purchased Cardno and this is just our approval that the remaining terms of the contract will be fulfilled by Stantec.

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

Action Item#6: City of Westfield & Christopher B. Burke Engineering-On Call Stormwater Services Professional Services Proposal

Michael Pearce presented stating this is for an on-call stormwater services contract to be provided by Christopher Burke Engineering with a not to exceed of \$40,000.

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

Action Item #7: City of Westfield & H&N Outdoor Services-Contract for Goods & Services-Snow Removal 2022-2025

Johnathon Nail presented stating this is for snow removal for residential subdivisions in the North Zone of the City from December 21, 2022, thru December 20th, 2025. Snow falls totals for each event will determine the cost of services.

Jim Ake made a motion to approve the contract with the rates of the contract added.
Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #8: City of Westfield & Practical Property Group-Contract for Goods & Services-Snow Removal 2022-2025

Johnathon Nail stated this is for the snow removal for residential subdivisions in the South Zone of the City from December 21, 2022, thru December 20th, 2025. Snow falls totals for each event will determine the cost of services and the breakdown is included in the contract.

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

Action Item #9: Westfield Fire Department & Med-Bill Corporation-Billing Service Agreement

Rob Gaylor presented stating the fire department wishes to use a new EMS billing company. Med-Bill Corporation would provide better customer service and would cost less money than the previous company.

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

Action Item #10: City of Westfield & USI Consultants-Professional Services Contract-181st Street & Wheeler Road RAB

Michael Pearce presented stating this contract is for the survey and design of a new roundabout at 181st Street and Wheeler Road. The contract has a not to exceed of \$294,300 and does include utility coordination.

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

Action Item #11: City of Westfield & Coronado Development Corporation-Sycamore Glen Development Agreement

Michael Pearce presented stating the developer has proposed a 31-lot subdivision that will construct a public roadway with access via 159th Street. Per construction standards, the developer is required to construct an acceleration and deceleration lane at the subdivision entrance as well as resurface 159th Street 50 feet past the end of each taper. 159th Street was recently resurfaced as part of the Bent Creek development project so the city has agreed to not require the resurfacing but in lieu, the developer would contribute \$34,000 to the city's Road Impact Fund for future roadway improvement projects.

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

PERMIT APPROVAL

Action Item #12: Encroachment Permit: Duke Energy-2536 E. 166th Street-Pole Replacement

Johnathon Nail stated this is for one pole to be replaced on 166th Street.

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

Action Item #13: Encroachment Permit-Duke Energy-18019 Joliet Road-Pole Replacement

Johnathon Nail stated this is for pole replacement on the West side of Joliet Rd., North of SR 32.

Mayor Cook suggested that a policy be developed to have guard rails placed, paid for by the developer if poles are X amount of distance from the roadway.

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

CONSENT AGENDA:

Approval of the 2023 Board of Public Works & Safety Meeting Schedule

December Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn Mayor Cook seconded.
The meeting was adjourned at 1:55 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



Public Works

Johnathon Nail, Director
Michael Pearce, Engineering
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Jim Ake
Larry Clarino

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: February 22, 2023

Re: Approval to Purchase Excess Right-of-Way

The City of Westfield Public Works Department is requesting approval to purchase excess Right-of-Way from the Indiana Department of Transportation as depicted in the attached appraisal exhibit. The purchase is for approximately 0.3 acres and is in an amount not to exceed \$19,500, excluding any miscellaneous closing costs.

This purchase has been incorporated into the 2023 City of Westfield Budget which was approved by Westfield City Council on October 24, 2022.

Larry Clarino

Jim Ake

Andy Cook

EP-21
Dkm_07/2022

INDIANA DEPARTMENT OF TRANSPORTATION
DIVISION OF LAND ACQUISITION
EXCESS REAL PROPERTY APPRAISAL REPORT

CODE 5310

COUNTY Hamilton

PARCEL NO. 270 only ORIGINAL PARCEL NO. 270, 270A & 270B ORIGINAL DES. #. 0900265

TYPE OF PROPERTY Fee Simple Excess Land Parcel ADDRESS _____

ACQUIRED FROM See Historical Acquisition Information MAILING ADDRESS Unknown

As taken from the individual parcels Excess Land Exhibits "A's" and associated "Area Comp Sheets"

SIZE 0.190 AC (Parcel 270 only) CLASSIFICATION Uneconomic Remnant (Assemblage)

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the current value of the subject property declared excess by the Indiana Department of Transportation. The interest appraised is: Fee Simple

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

That I have made a personal observation of the property that is the subject of this report and that I have **NOT** made a personal field inspection of the comparable sales relied upon in making said appraisal. The property being appraised, and the comparable sales were as represented or referenced within the appraisal.

That the statements of fact contained in the report are true and correct.

That I understand that such appraisal MAY be used in connection with the disposal of property and/or property rights acquired for highway right-of-way purposed by the State of INDIANA with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with appropriate laws, regulations, policies, and procedures applicable to the appraisal of property for such purposes, and that to the best of my knowledge no portion of value assigned to such property consists of such items which are noncompensable under appropriate established law.

That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) but is not so limited in scope that it may tend to mislead the users of the report, or the public.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That neither my employment nor my compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved, or in and benefit from the acquisition of such property appraised.

That the owner or a designated representative of the owner was afforded the opportunity to accompany me on the property inspection.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency or officials of the Federal Highway Administration and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.

That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.

That my opinion of fair market value for the property to be acquired and residue damage if any, as of the 26th day of September, 2022, which is the effective date of this appraisal is \$ 12,500 based upon my

Independent appraisal and the exercise of my professional judgement.

Summary of Value Indication

Indicated Value of Land	<u>0</u>
Indicated Value of Land Improvements	<u>0</u>
Indicated Value of Building Improvements	<u>0</u>
Total Value of Excess Area	<u>\$12,500</u>
TOTAL COMPENSATION DUE	<u>\$12,500</u>

Signed D. Keith Moberg
Appraiser D. Keith Moberg, Indiana Certified General Appraiser CG40200472
RE Broker Indiana Real Estate Broker RB14035536

Report Date 9/26/2022

This is a **Restricted Appraisal Report** that has been prepared in accordance with the guidance provided by USPAP Standards Rule 2-2(b) in effect as of the Effective Date of Valuation. The report may not be fully understood without additional workfile information.

CLIENT: Indiana Department of Transportation ("INDOT").

INTENDED USER: The client and intended user of this report is the disposing agency. However, the Client's funding partners may review the appraisal as part of their program and oversight activities.

INTENDED USE: This appraisal is to estimate the fair market value of the subject property, as of the specified date of valuation, for the proposed release or transfer of surplus property rights specified. No other use of this report is not intended by the appraiser.

CONFIDENTIAL DOCUMENT NOTICE: This document has been classified as confidential pursuant to **IC 8-23-2-6 (C) (2)**.

EFFECTIVE DATE: September 26, 2022, with the report date of September 26, 2022.

TYPE OF VALUE: Fair Market Value, as defined in the INDOT Real Estate Division Manual.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the subject property, as a procedure to estimate potential disposition of lands acquired as a direct result of an acquisition of property for a public improvement project.

EXCESS LAND: Indiana Code ("IC") 8-23-7-13, 14, 15 & 16; **sale of surplus property.** These sections establish the procedures for the disposing of excess land.

PROPERTY RIGHTS: Research of available acquisition documents indicate the noted property rights were acquired as **Fee Simple** with the **partial elimination of access rights**. The acquisition considers three non-contiguous parcels under the same name ownership; Parcel 270, 270A, & 270B. This excess land appraisal assignment considers only the analysis and valuation of parcel 270 (only).

The acquisition appraisal report dated November 11, 2011, states the portion of land identified as Parcel 270 to have limited development potential due to size and an existing access easement. It was reported that the 0.190 acres has no viable use by itself and is considered to have a Highest and Best Use ("H & B U") for assemblage to an adjoining property. The damages were calculated at 75%.

SUBJECT PROPERTY IDENTIFICATION: The subject property is identified as INDOT Code 5310 Parcel 270 as identified on the supplied Exhibit A & B (attached). The approximate physical location is east of US 31 and south of Park Street in the City of Westfield Indiana. The existing Fee Simple R/W depicted in pink is immediately west of 421 Park Street (29-09-01-207-002.000-015) and north of 525 Park Street (29-09-01-000-006.002-015). The property appears to support an existing cul-de-sac and drive area supporting access to the property identified as 525 Park Street. No additional information has been provided to the appraiser regarding any potential change to this existing configuration.

AREA MAP:



SUBJECT PROPERTY TRANSFER HISTORY: The subject property for this appraisal assignment is considered to be Parcel 270 of Code 5310. The property was acquired by the State of Indiana from the Westfield LP Gas Corporation as provided in Warranty Deed with partial limitation of Access as recorded in Instrument 2012060738 of Hamilton County Indiana.

The following summary of information has been obtained from a review of the historical documents pertaining to the acquisition(s) of parcel 270, 270A, & 270B of Code 5310:

NC (7)

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
5 day of October, 2012
N Dawn Coverdale Auditor of Hamilton County
Parcel # R/W

2012060738 WARR DEED \$0.00
10/05/2012 02:24:49P 7 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

Form WL-1
8/98

WARRANTY DEED
WITH PARTIAL LIMITATION OF ACCESS
29-09-01-201-009.000-015
29-09-01-201-013.000-015
29-09-01-207-001.000-015

Project: 0710215
Code: 5310
Parcels: 270, 270A & 270B
Page: 1 of 2

THIS INDENTURE WITNESSETH, That **WESTFIELD LP GAS CORPORATION**, an Indiana corporation, the Grantor, of Hamilton County, State of Indiana Conveys and Warrants to the **STATE OF INDIANA**, the Grantee, for and in consideration of the sum of **THREE HUNDRED, TWENTY-SEVEN THOUSAND, TWO HUNDRED, FORTY-TWO Dollars (\$ 327,242.00)** (of which said sum \$ 327,242.00 represents land and improvements acquired and \$0 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Hamilton, State of Indiana, and which is more particularly described in the legal descriptions

There have been no transfers of the noted property with the past 5 years.

SCOPE OF WORK:

- A review of historic right-of-way ("R/W") engineering, valuation, acquisition documents and plans has been completed.
- Discussions with R/W Service Team as to assignment parameters completed and, in some cases, ongoing.
- Assignment and reports completed using the guidance of the Indiana Department of Real Estate Manual.
- Research of public records involving the property and comparable properties; and interviews with market participants may have been conducted.
- A visual inspection of the subject was accomplished,
- An on-site visual inspection of the comparable properties **was NOT** accomplished.
- No adjacent property owners were contacted
- The Sales Comparison Approach is considered to be the most reliable and is used with this appraisal, the valuation will be a land valuation only. The Cost Approach and the Income Approach are not needed for credible results and will not be developed.

DESCRIPTION OF PROPERTY: Code 5310 Parcel 270 (only). The subject property appears to have been acquired as Fee Simple R/W with a partial limitation of access. The current assignment assumes that the R/W is no longer needed to support the existing roadway configuration in this immediate area, as such the R/W will most likely be declared as excess and disposed of using the rules for disposing of State-Owned Surplus land. The legal description and subject plat provided show the property to be irregular in shape and denoted as limited access. The available aerial mapping shows the subject supporting a cul-de-sac and adjoining access from Park St.

The onsite observation confirms the configuration of the area as depicted by the aerial. No additional information has been provided to the appraiser regarding the disposal of the surplus land and associated configuration of the cul-de-sac, roadway, and other observed improvements. Adjacent properties appear to have been acquired and assembled in anticipation of the continuing master plan for the Grand Junction – Westfield, as such the release and sale of this surplus could provide additional area for the proposed development.

An Extraordinary Assumption for this assignment is that this property will continue to provide some form of access and thus continue to have a limitation on use and/or utility. If it is determined that this would change the appraiser reserves the right to change to opinion of value assigned.

LEGAL DESCRIPTION: See Attached Exhibit “A(s)”:

ZONING:

Aerial below obtained from the City of Westfield Map Viewer with Zoning information enabled.



Obtained from City of Westfield Document Page for “Grand Millennium Center PUD Compiled.



The City of Westfield Planning and Zoning Ordinance indicates the subject is located within the Planned Unit Development zone. The various maps, rules and presentations show the PUD to be Mixed Use to include some business. The overall flavor of the area east of US 31 and proximate to SR 32 is to me mixed use with concentration of travel ways for pedestrian traffic and biking.

A review of the size, shape, and physical requirements for the PUD shows the subject 0.190 acres to be too small for development. As previously stated, the most likely use if for assemblage.

EXISTING USE AND HIGHEST AND BEST USE:

Highest and best use definition: That use of the land, which is lawful, practicable, and proximate, which will produce the greatest return to the land after satisfaction of all requirements to any improvements, which must necessarily be placed on the land in order to bring it into that use. Legal restrictions, such as zoning or deed restrictions, are recognized to the degree that they would affect the property value to a prospective buyer in contemplation of any attempt to change or defeat the restrictions.

The existing use of the subject property appears to be existing Right-of-Way ("R/W"). It has been determined that this area of R/W is no longer needed to support the original intent for which it was acquired, as such the assignment is to provide an opinion of value for the surplus land for the potential sale. Aerial mapping shows the subject property to be improved with a cul-de-sac that provides a terminus and access on and from Park Street. As previously stated, the appraiser has not been provided with information regarding the disposition of the land improvements, this valuation assignment considers the subject property as it stands. The overall utility of the subject remains minimal with the most probable utility to be assembled with other adjacent properties.

In estimating the market value for the subject property, it is important to evaluate accurately the highest and best use. The following definition outlines the methods and criteria used in the evaluation of highest and best use.

1. The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.
2. The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present value.
3. The most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like. (Appraisal Dictionary, 3rd Ed.) Four aspects of highest and best use must be considered in the use of the site:

1. The use of the site is legal.
2. The use is physically possible.
3. The use is financially feasible.
4. The use provides the highest productivity.

Thus, the Highest and Best Use continues to be for Assemblage and is considered to be an uneconomic unit.

PROPERTY AS IMPROVED: According to aerial images of the subject property, it appears to be vacant with no observed improvements on the premises. As such, the Highest and Best Use as improved is not applicable.

LAND VALUATION:

There are six methods of valuing land commonly used in appraisal practice. These methods are:

1. The sales comparison approach. The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market derived elements of comparison.
2. The extraction method. A method of estimating land value in which the depreciated cost of the improvements on the improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land.
3. The allocation Method. A method of estimating land value in which sales of improved properties are analyses to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or comparable sales being analyzed.
4. The Subdivision Development method. A method of estimating land value when subdivision development is the highest and best use of the parcel of land being appraised. When all direct and indirect costs and entrepreneurial incentive are deducted from an

estimate of the anticipated gross sale price of the finished lots, the resultant net sales proceeds are then discounted to present value at a market derived rate over the development and absorption period to indicate the value of the land.

5. The land residual technique. A method of estimating land value in which the net operating income attributed to the land is capitalized to produce an indication of the land's contribution to the total value.
6. Ground Rent Capitalization Method. A method of estimating land value: applied by capitalizing ground rent at a market-derived rate. This method is useful when comparable rents, rates, and factors can be developed from analysis of sales of leased land.

The Valuation Procedures, Chapter 2-102 of the RED Manual provides the following regarding excess real property disposals:

Real property owned by the State of Indiana through the Indiana Department of Transportation, having been declared excess, is appraised for disposal via the utilization of an Excess Land Appraisal. Excess real property, as referenced herein, can be either a property right or real property owned by the Department in fee simple. It may be improved or unimproved and often is an uneconomic unit. The acceptable appraisal process involves appraising the excess property by one of two methods:

1. If the real property was acquired by deed, it is to be appraised as excess property, valued as is stands by itself, on its own merits.
2. If acquired by grant (easement), the value of the excess property is to be appraised taking into consideration the increase in value of the underlying fee due to the release of the subject easement.

COMPARABLE LAND SALES and MARKET AREA:

Item	Location	State Id #	Sale Date	Sale Price	Acreage	\$/Acre	\$/SF	Adj \$/Acre	Adj \$/SF	Zone
Sale 1	137 W Main St	29-09-01-204-002.000-015	10/30/20	\$1,200,000	0.59	\$2,030,457	\$46.61	\$2,147,208	\$49.29	PUD
Sale 2	101 S Union St	29-09-01-204-006.000-015	3/25/21	\$915,000	0.51	\$1,808,300	\$41.51	\$1,889,674	\$43.38	PUD
Sale 3	131 W. Main St	29-09-01-204-004.000-015	10/22/21	\$400,000	0.369	\$1,084,011	\$24.89	\$1,113,821	\$25.57	PUD
Sale 4	125 W. Main St	29-09-01-204-005.000-015	10/28/21	\$300,000	0.35	\$849,858	\$19.51	\$873,229	\$20.05	PUD
ACTIVE	~Main Street	29-06-31-308-012.000-015	9/23/22	\$1,950,000	3.36	\$580,357	\$13.32	\$580,357	\$13.32	PUD /SF 3
Sale 6	E. Roosevelt & Cherry	29-10-06-107-003.111-015	2/19/21	\$1,600,000	3.79	\$422,164	\$9.69	\$442,216	\$10.15	PUD (Midland)
Sale 7	218 & 220 S Union	29-10-06-101-026.000-015	7/14/21	\$1,500,000	5.4	\$277,778	\$6.38	\$287,500	\$6.60	PUD
Sale 8	222 & 230 Poplar	29-09-01-206-020.001-015	5/31/19	\$225,650	0.385	\$586,104	\$13.46	\$644,714	\$14.80	PUD
			Mean	\$1,011,331	1.84	\$954,879	\$21.92	\$1,174,418	\$22.90	
			Median	\$1,057,500	0.55	\$717,981	\$16.48	\$993,525	\$17.42	

Other sales from 2017 to 2019 have been considered but have not been displayed here. The noted sales are for other proximate properties purchased and assembled for this immediate area arrear to cluster around \$10.65/Sq. Ft. and after adjustment for market conditions (time) would support the derived opinion of unit value of \$15.00.

The real property was acquired by deed, so it is to be appraised as excess property, valued as is stands by itself, on its own merits. It is considered to be an uneconomic remnant, and though not landlocked, due to size and utility is suited for assemblage to an adjoining parcel. Various damage studies provided to INDOT over the years provide a range of loss from 75% to 95% support approximately 0.90 (90% damages) and thus a contribution of approximately 0.10 (10%) remaining to the remnant.

As such, \$15.00 x 43560 = \$653,400 x 0.190 acres = \$124,146 x 0.10 (0.90 damages) = \$12,414. Rounded to \$12,500.

Thus, my opinion of value for this surplus property is \$12,500.

ASSUMPTIONS AND LIMITING CONDITIONS:

The certification(s) of the Appraiser appearing in this appraisal report are subject to the following Assumptions and Limiting Conditions. In conducting this appraisal, I have assumed, except as otherwise noted in our report, the following:

1. Title to the property is assumed to be good and marketable unless otherwise stated in this report. No responsibility is assumed for legal or title considerations.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management is assumed unless otherwise stated in this report.
4. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this assignment.
12. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require the investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, ureaformaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of routine observations made during the appraisal process.
14. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, if any, and it is assumed the property is not subject to surface entry for the exploration or removal of such material, unless otherwise noted in this appraisal.
15. Unless otherwise stated in the report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

EXHIBIT "A"

Project: INDOT Excess Land
Parcel: 270 FEE SIMPLE (Code 5310)
Key #:

Sheet 1 of 1

Real estate in Hamilton County, Indiana, described as follows:

Being a part of the northeast quarter of section one, township 18 north, range 3 east,

Commencing at the northeast corner of said quarter section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East 502.33 feet to the point of beginning, said point also being South 89 degrees 22 minutes 32 seconds West 180.00 feet from the Northwest corner of Lot #14 in the Adel Doan Addition to the Town of Westfield; thence South 00 degrees 26 minutes 00 seconds East 107.23 feet to a point distance 23 feet northwardly, at right angles from the center line of the main track of the railroad of Central Indiana Railway Company; Thence, parallel with said Central Line of main tract South 89 degrees 38 minutes 08 seconds West 102.55 feet to the Easterly Right of Way line of United States Highway #31; Thence on and along the said Easterly Right of Way Line, North 00 degrees 06 minutes 00 seconds West 22.12 feet; Thence continuing on and along the said Right of Way Line, North 36 degrees 22 minutes 19 seconds East 105.98 feet to the South Right of Way line of Park Street; Thence on and along the said South Right of Way Line, North 89 degrees 22 minutes 32 seconds East 38.92 feet to the point of beginning and containing 0.190 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

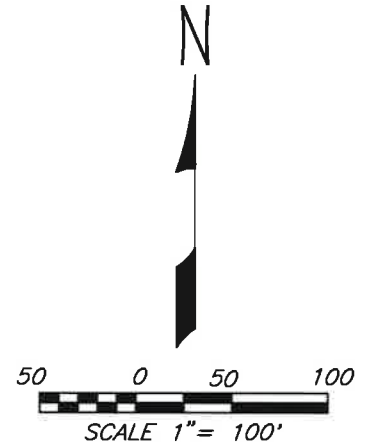
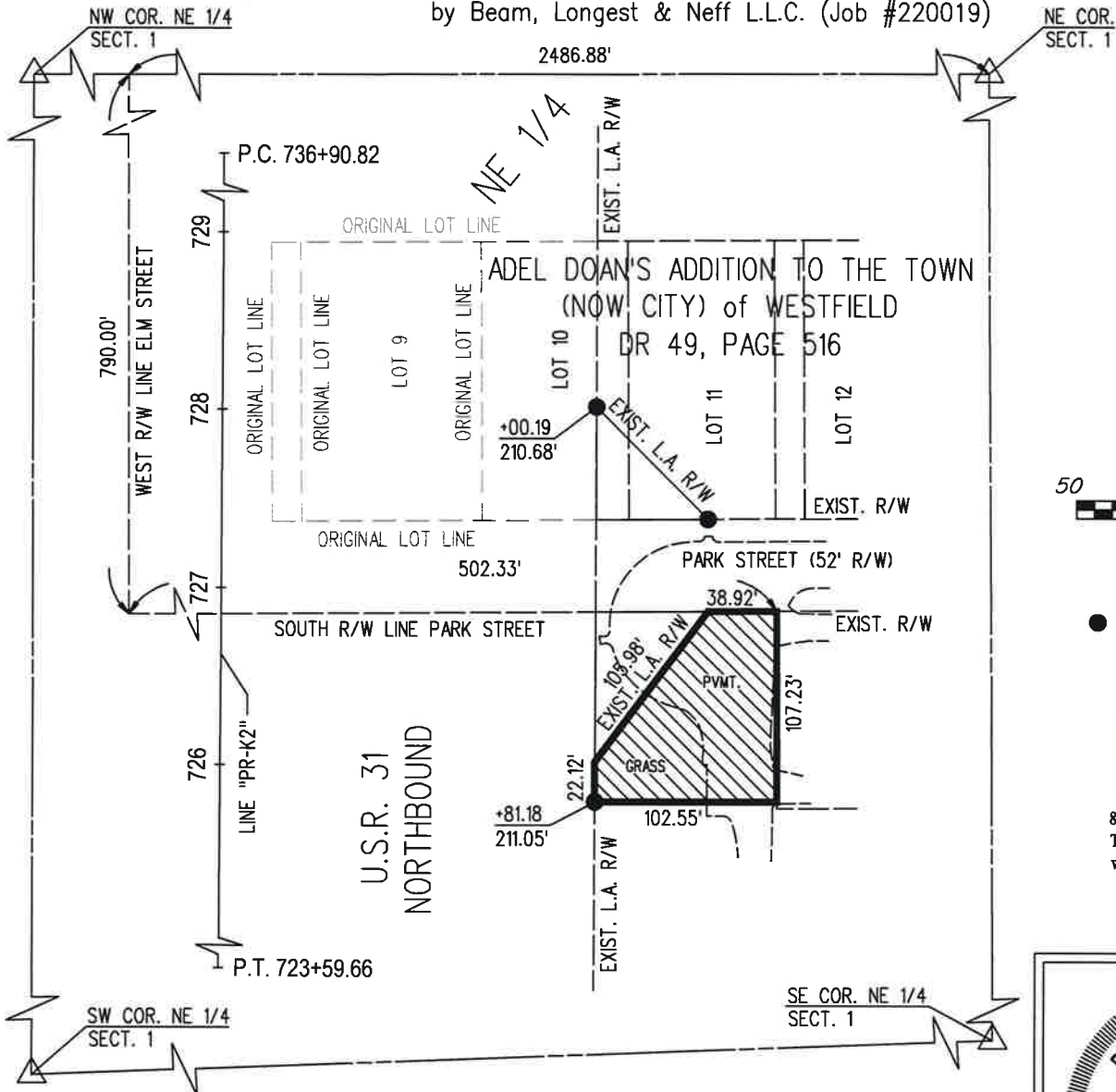
Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022



EXHIBIT "B" PARCEL PLAT

SHEET 1 OF 1

Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)



● = 5/8 INCH REBAR FOUND

BLN
BEAM·LONGEST·NEFF

8320 Craig St. Indianapolis, Indiana 46250
Telephone: (317) 849-5832
www.b-l-n.com



NOTE:
THIS PLAT WAS PREPARED WITHOUT BENEFIT
OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR
GRAPHIC REPRESENTATION AND IN NO WAY
IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS LAND AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION

PROJECT: INDOT EXCESS LAND

PARCEL: 270

CODE: 5310

SECTION: 1

TOWNSHIP: 18 N.

RANGE: 3 E.

COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022

CHECKED BY: D.L. WITTE 05-17-2022

SALES OF COMPARABLE PROPERTIES

UNIMPROVED LAND COMPARABLE

Photo View Looking southeastSketch NTS

Date Sold	<u>1/30/2020</u>	Act. Price	<u>\$425,000</u>	Improvement Size	<u>10,890 sf</u> <u>0.250 ac.</u>	<u>\$39.03</u>	/Per SF
Vendor	<u>Green TAT Farms, LLC</u>	Vendee	<u>Wedgewood Real Estate Partners, LLC</u>			<u>\$1,700,000</u>	/Per AC
Property Address	<u>121 Rangeline Road</u>			City	<u>Carmel</u>		
Legal Description	<u>Pt of the NW ¼ of Sec. 30, T 18N, R4E</u>				Document #	<u>2020-05944</u>	
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRE</u>	Date Ver.	<u>8-20-2021</u>		
Financing	<u>Cash to Seller</u>	Zoning	<u>B-1/Old Town Overlay</u>				
Condition of Sale	<u>Arms length</u>	Highest & Best Use	<u>Commercial</u>				

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (10,890 sf) (0.250 acres) +/-</u>									
Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Aval</u>	City Sewer	<u>Aval</u>	Gas	<u>Aval</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>	Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>					

Comments

Parcel ID# 29-10-30-901-017.000-018

The subject is located on the east side of N. Rangeline Road, just north of 1st Street NE.

The subject is not located within any flood plain.

IREID ID – 2338778, SDF ID – 29 2020 3913507

INDOT's traffic data found online indicates a traffic count of 8,683 vehicles per day on Rangeline Road in front of the subject.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u>	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Clay</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>9-2-2021</u>	Comp. No.	<u>CBL-1</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeast (Photograph courtesy of Google)Sketch NTS

Date Sold	<u>3/25/2021</u>	Act. Price	<u>\$915,000</u>	Improvement Size	<u>22,069 sf</u>	<u>\$41.46</u>	<u>/Per SF</u>
					<u>0.506 ac.</u>	<u>\$1,808,300</u>	<u>/Per AC</u>
Vendor	<u>David L. & Becky C. Weiss</u>			Vendee	<u>Union Square Plaza, LLC</u>		
Property Address	<u>101 South Union Street</u>			City	<u>Westfield</u>		
Legal Description	<u>Lot #24 & Pt of Lot #23 Orig Plat of Town, now City of Westfield</u>			Document #	<u>2021023557</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRE</u>	Date Ver.	<u>8-20-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Mixed-Use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Irregular (22,069) (0.506 acres) +/-</u>									
Land Improvements	Drives	<u>Concrete</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

CommentsParcel ID# 29-09-01-204-006.000-015 and 29-09-01-204-007.000-015

The subject is located in the southwest corner of East Main Street and South Union Street in Westfield, Indiana. The property is improved with a commercial building and supporting land improvements at the time of the sale that are reported to be razed for re-development. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) in front of the subject.

The subject is not located within any flood plain.

IREID ID – 2377394SDF ID – 29 2021 7001999

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>9-2-2021</u>	Comp. No.	<u>CBL-2</u>

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE

Photo View Looking southSketch NTS

Date Sold	<u>5/28/2020</u>	Act. Price	<u>\$750,000</u>	Improvement Size	<u>17,816 sf</u>	<u>\$42.10</u>	<u>/Per SF</u>
Vendor	<u>*See Below</u>	Vendee	<u>Xanderco, LLC</u>		<u>0.409 ac.</u>	<u>\$1,833,741</u>	<u>/Per AC</u>
Property Address	<u>298 N 10th Street & 1037 Wayne Street</u>			City	<u>Noblesville</u>		
Legal Description	<u>Pt of lot# 7 & 8 Sq 5 Orig Plat of Noblesville</u>			Document #	<u>2020038698/ 2020038704</u>		
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>8-20-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>DT (Downtown / With Mixed Use overlay)</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Mixed use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (17,816 sf) (0.409 acres)+/-</u>									
Land Improvements	Drives	<u>Yes</u>	Walks	<u>Yes</u>	Landscaping	<u>Yes</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Aval</u>	City	<u>Aval</u>	Gas	<u>Aval</u>	Other	<u>E, T</u>
					Sewer					
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils		<u>Typical for area</u>			

Comments

Parcel ID# 29-07-31-136-003.000-013, 29-07-31-136-001.000-013

*Sale 2020038704 – Vendor is Hamilton Auto & Tire Services, Inc., Sale 2020038698 – Vendor is JAFJDF1037 Wayne, LLC

The subject includes two parcels that are located in the southeast quadrant of the intersection of North 10th Street and Wayne Street in Noblesville, Indiana

At the time of the sale, the subject was improved with a commercial building, a dwelling, and a garage that were demolished at an estimated cost of \$30,000, which increased the cost of the land to \$780,000 or \$43.78 per square foot. The site is being developed with The Lofts on 10th Street, which is a mixed-use development. INDOT's traffic data found online indicates a traffic count of 4,021 vehicles per day on North 10th Street in front of the subject.

The subject is not located within any flood plain.

IRED ID – 2345850 & 2345847 - SDF ID – 29 2020 8842682 & 29 2020 6168223

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Noblesville</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>9-2-2021</u>	Comp. No.	<u>CBL-3</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>10/28/2021</u>	Act. Price	<u>\$300,000</u>	Improvement Size	<u>15,398 sf</u> <u>0.353 ac.</u>	<u>\$19.48</u> <u>\$849,858</u>	<u>/Per SF</u> <u>/Per AC</u>
Vendor	<u>H & N Realty, LLC</u>			Vendee	<u>Union Square Plaza, LLC</u>		
Property Address	<u>125 West Main Street</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the E ½ of the NE ¼ of Sec. 1, T 18 N, R 3 E in Hamilton Co.</u>				Document #	<u>2021081081</u>	
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Deed/Buyer</u>		Date Ver.	<u>11-14-2021</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Mixed-Use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (15,398) (0.353 acres)+/-</u>							
Land Improvements	Drives	<u>No</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>	Well	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>		

CommentsParcel ID# 29-09-01-204-005.000-015

The subject is located on the south side of East Main Street, just west of South Union Street in Westfield, Indiana. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) near the subject.

The subject is located approximately 62% within a floodplain, with a drainage ditch running diagonally from near the northwest corner of the subject to the south property line.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
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County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-4</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southwestSketch NTS

Date Sold	<u>10/22/2021</u>	Act. Price	<u>\$400,000</u>	Improvement Size	<u>16,095 sf</u> <u>0.369 ac.</u>	<u>\$24.85</u> <u>\$1,084,011</u>	<u>/Per SF</u> <u>/Per AC</u>
Vendor	<u>Broken Bone Enterprises, LLC</u>			Vendee	<u>Union Square Plaza, LLC</u>		
Property Address	<u>131 West Main Street</u>			City	<u>Westfield</u>		
Legal Description	<u>Pt of the NE ¼ of Sec. 1, T 18 N, R 3 E in Hamilton Co.</u>			Document #	<u>2021081021</u>		
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Deed/Vendee</u>	Date Ver.	<u>11-14-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Mixed-Use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (16,095) (0.369 acres)+/-</u>									
Land Improvements	Drives	<u>Gravel</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

CommentsParcel ID# 29-09-01-204-004.000-015

The subject is located on the south side of East Main Street, just west of South Union Street in Westfield, Indiana. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) near the subject.

The subject is located approximately 65% within a floodplain.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
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County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-5</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>Active</u>	List Price	<u>\$1,950,000</u>	Improvement Size	<u>146,362 SF</u>	<u>\$13.32</u>	<u>/Per SF</u>
Vendor	<u>Frank Hahn/FMH Family Limited Partnership</u>			Vendee	<u>3.360 ac.</u>	<u>\$580,357</u>	<u>/Per AC</u>
Property Address	<u>See Below</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the SW ¼ of Sec. 31, T 19 N, R 4 E in Hamilton County</u>				Document #	<u>N/A</u>	
Rec. Consideration	<u>N/A</u>	Sale info. Verified By	<u>MIBOR - BLC# 21752959</u>		Date Ver.	<u>N/A</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD/SF3</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Irregular (3.360 net acres)+/-</u>									
Land Improvements	Drives	<u>Gravel</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils			<u>Typical for area</u>		

Comments

Parcel ID# 29-06-31-308-012.000-015, 29-06-31-308-011.000-015, 29-06-31-308-009.000-015, 29-06-31-308-008.000-015, 29-06-31-308-007.000-015, 29-06-31-308-006.000-015, 29-06-31-308-001.000-015

The subject is several tracts of land located on the north side of East Main Street (SR 32) between North East Street and Hillcrest Drive. The highest and best use appears to be commercial except for the residential tract located at 220 North East Street. Approximately 3% of the southeast corner of the subject is located inside the floodplain, with less than 1% inside the floodway. Property Addresses: 160 and 220 N. East Street, 402, 410 and 420 E. Main Street and 105 and 109 Hillcrest Drive.

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	<u>(Type or Print)</u>				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-6</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking northwestSketch NTS

Date Sold	<u>2/19/2021</u>	Act. Price	<u>\$1,600,000</u>	Improvement Size	<u>165,092 sf.</u>	<u>\$9.69</u>	<u>/Per SF</u>
Vendor	<u>Firm Foundation, Inc.</u>			Vendee	<u>3.790 ac.</u>	<u>\$422,164</u>	<u>/Per AC</u>
					<u>Midland Townhomes, LLC & Old Town Design Group, LLC</u>		
Property Address	<u>140, 202 & 230 East Roosevelt Street, 321 S. Cherry Street</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the NW ¼ of Sec. 6, Twp. 18 N, Range 4 E</u>				Document #	<u>2020-20782</u>	
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRE</u>		Date Ver.	<u>11-10-2021</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD (Midland South)</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (3.790 acres)+/-</u>									
Land Improvements	Drives	<u>Yes</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

Comments

Recorded 3/17/2021 Parcel ID# 29-10-06-107-003.111.015, 29-10-06-107-002.000.015, 29-10-06-107-003.000.015, 29-10-06-107-002.001.015.

The subject is located in the northwest corner of the intersection of East Roosevelt Street and South Cherry Street. The subject is not located within any floodplain.

The subject was improved with four dwellings at the time of the sale. These dwellings have been demolished at an estimated cost of \$30,000, which brings the price per acre to \$430,079 or \$9.87 per square foot.

IRED ID – 2375228

SDF ID – 29 2021 7002677

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	<u>(Type or Print)</u>				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-16-2021</u>	Comp. No.	<u>CBL-7</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>8/18/2020</u>	Act. Price	<u>\$2,250,000</u>	Improvement Size	<u>127,195 sf.</u>	<u>\$17.69</u>	<u>/Per SF</u>
Vendor	<u>Aria Land JV, LLC</u>			Vendee	<u>EIG4T KCE 302008 IN Carmel, LLC</u>	<u>\$770,548</u>	<u>/Per AC</u>
Property Address	<u>10910 N. Michigan Road</u>			City	<u>Carmel</u>		
Legal Description	<u>Pt of the SW ¼ of Sec. 6, Twp. 17 N, Range 3 E</u>			Document #	<u>2020-58113</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>11-10-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>B-3 (Business)</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	Irregular (2.920 acres)+/-									
Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

Comments

Recorded 8/26/2020 Parcel ID# 29-13-06-000-031.002-018

The subject is located in the southwest corner of the intersection of North Michigan Road and Weston Pointe Drive.

The subject is not located within any floodplain.

IRED ID – 2376558

SDF ID – 29 2020 5751112

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Clay</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-15-2021</u>	Comp. No.	<u>CBL-8</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking east (Photograph courtesy of Google)Sketch NTS

Date Sold	<u>7/31/2020</u>	Act. Price	<u>\$1,200,000</u>	Improvement Size	<u>91,912 sf.</u>	<u>\$13.06</u>	<u>/Per SF</u>
Vendor	<u>Marketplace at Harmony, LLC</u>	Vendee	<u>Woodmont Westfield Ditch Academy, LLC</u>		<u>2.110 ac.</u>	<u>\$568,720</u>	<u>/Per AC</u>
Property Address	<u>1367 South Waterleaf Drive</u>			City	<u>Westfield</u>		
Legal Description	<u>Lot 2 of 2nd Plat for Harmony Mixed-Use District</u>				Document #	<u>2020-52637</u>	
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>12-13-2021</u>		
Financing	<u>Cash to Seller</u>	Zoning	<u>PUD (Harmony)</u>				
Condition of Sale	<u>Arm's length</u>	Highest & Best Use	<u>Commercial</u>				

DESCRIPTION of LAND

Dimensions/Size	<u>Irregular (2.110 acres)+/-</u>									
Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Aval</u>	City Sewer	<u>Aval</u>	Gas	<u>Aval</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>	Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>					

Comments

Recorded 8/6/2020 Parcel ID# 29-10-06-005-002.000-015, 29-10-06-005-002.001-015

The subject is located in the southeast corner of South Waterleaf Drive and Sommerville Drive, just northwest of the intersection of West 146th Street and Ditch Road in Westfield, Indiana. The subject is not located within any floodplain.

IRED ID – 2391908

SDF ID – 29 2020 3748477

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>12-14-2021</u>	Comp. No.	<u>CBL-9</u>

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking west from S. 10th St.

Sketch

GIS (Aerial)

Date Sold	3/01/2021	Act. Price	\$550,000	Site Size	0.530 Ac 23,087 SF	\$1,037,736 \$23.82	/Per Acre /Per SF
Vendor	Omega Motorsports, LLC			Vendee	SYDCO, LLC		
Property Address	407 S. 10 th St.			City	Noblesville, IN		
Legal Description	Lot #4 & #5 & 86' East End Lot 6 Blk 4 W.A. Emmons Addition			Doc #	2021-17661		
Rec. Consideration	\$10 & OVC	Sale info. Verified By	Deed/Assessor/SD	Date Ver.	07/02/21		
Financing	Cash to Seller			Zoning	GB, General Business		
Condition of Sale	Arm's Length			Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size Irregular – 0.530 acres or 23,087 SF

Land Improvements	Drives	Asph	Walks	Conc	Landscaping	Min	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No

Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
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Land Topography	Level, clear	Drainage	Adequate	Quality of Soils	Typical for Area					
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Tax ID # 29-11-06-502-009.000-013 and 29-11-06-502-011.000-013

This is the sale of commercial property located in the southwest corner of S. 10th St. & Division St. in Noblesville, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property has a 1,232 SF commercial building and supporting site improvements that were originally constructed in 1988 as a gas station but are currently have another automotive-related use. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer originally intended to build nine mixed-use townhomes on the property (commercial down / residential up) at the time of sale but the intentions have reportedly changed and current re-development intentions are unknown.

NOTE: Original comparable developed by Stephanie & James Yott.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	9/2/2021	Comp. No.	CBL-16
County	Hamilton	Township	Noblesville				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE

Photo View Looking southeastSketch NTS

Date Sold	<u>7/14/2021</u>	Act. Price	<u>\$1,500,000</u>	Improvement Size	<u>235,224 sf.</u>	<u>\$6.38</u>	<u>/Per SF</u>
Vendor	<u>Firm Foundation of IN, Inc.</u>	Vendee	<u>Midland North, LLC</u>		<u>5.400 ac.</u>	<u>\$277,778</u>	<u>/Per AC</u>
Property Address	<u>218 & 220 S. Union St, approx. 301 & 305 S. Cherry St</u>			City	<u>Westfield</u>		
Legal Description	<u>Pt of the NW ¼ of Sec. 6, Twp. 18 N, Range 4 E</u>			Document #	<u>2021-58024</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/Vendee</u>	Date Ver.	<u>2-10-2022</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size Irregular (5.400 acres)+/-

Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils			<u>Typical for area</u>		

Comments

Recorded 8/9/2021 Parcel ID# 29-10-06-101-026.000-015, 29-10-06-101-027-000.015, 29-10-06-101-029-001.015, 29-10-06-101-029-000.015

The subject consists of four contiguous parcels located on the east side of South Union Street, approximately 335 feet south of East Main Street (State Road 32), and extends southeast to South Cherry Road.

The property is improved with an industrial building, detached garage, and a two-unit residential dwelling with supporting land improvements at the time of the sale that is reported to be razed for re-development. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction.

The subject is located approximately 72% within the floodway.

SDF ID – 29 2021 7006486

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
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County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>2-10-2022</u>	Comp. No.	<u>CBL-11</u>

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking NW from Union St.



Sketch GIS (Aerial)

Date Sold	3/25/2021	Act. Price	\$915,000	Site Size	0.506 Ac	\$1,808,300	/Per Acre
					22,069 SF	\$41.46	/Per SF
Vendor	David L. & Becky C. Weiss			Vendee	Union Square Plaza LLC		
Property Address	101 & 103 S. Union St.			City	Westfield, IN		
Legal Description	Lot #24 & Pt Lot #23 Orig Plat of Town, now City of Westfield			Doc #	2021023557		
Rec. Consideration	\$10 & OVC			Sale Info. Verified By	IRED/Public Records/Buyer		
Financing	Cash			Date Ver.	7/6/2021		
Condition of Sale	Arm's Length			Zoning	Union Square at Grand Junction PUD		
				Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size Rectangular – total area per area comp. sheet is 25,864 sq. ft. minus exception of 3,795 = 22,069 sq. ft.

Land Improvements	Drives	Conc	Walks	Conc	Landscaping	No	Trees	Yes	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate		Quality of Soils	Typical for Area			

Assessor parcel number 28-09-01-204-006.000-015.

This is the sale of a commercial property located at the southwest corner of Main Street and Union Street in Westfield, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 8 for this project.

*Comparable originally developed by Stephanie J. Yott and James A. Yott.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	9/21/2021	Comp. No.	CBL-18
County	Hamilton	Township	Washington				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking S from Main St. – Google photo

Sketch

GIS (Aerial)

Date Sold	10/30/2020	Act. Price	\$1,200,000	Site Size	0.591 Ac	\$2,030,457	/Per Acre
Vendor	LBM Properties LLC	Vendee	Union Square Plaza LLC		25,740 SF	\$46.62	/Per SF
Property Address	137 W. Main St.			City	Westfield, IN		
Legal Description	Lot 1 in Roberts Add'n. & Pt NEQ NEQ S1 T18N R3E			Doc #	2020080350		
Rec. Consideration	\$10 & OVC	Sale info. Verified By	IREC/Public Records	Date Ver.	10/7/2021		
Financing	Cash	Zoning	Union Square at Grand Junction PUD				
Condition of Sale	Arm's Length	Highest & Best Use	Commercial				

DESCRIPTION of LAND

Dimensions/Size Rectangular – 156' x 165' = 25,740 SF or 0.591 acres-r

Land Improvements	Drives	Conc	Walks	Conc	Landscaping	Yes	Trees	Yes	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate	Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-002.000-015.

This is the sale of a commercial property located at the southeast corner of Main Street and Mill Street in Westfield, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 8 for this project.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	10/7/2021	Comp. No.	CBL-21
County	Hamilton	Township	Washington				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View	Looking E along SR 32		Sketch	GIS (Aerial)	
Date Sold	10/28/2021	Act. Price	\$300,000	Site Size	15,398 SF
Vendor	H & N Realty LLC	Vendee	Union Square Plaza LLC		\$19.48 /Per SF
Property Address	125 W. Main St.	City	Westfield, IN		
Legal Description	Pt E1/2 NEQ S1 T18N R3E	Doc #	2021081081		
Rec. Consideration	\$1 + OVC	Sale info. Verified By	Seller/Public Records	Date Ver.	11/12/2021
Financing	Cash	Zoning	Union Square at Grand Junction PUD		
Condition of Sale	Arm's Length	Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size	Rectangular – 15,398 SF									
Land Improvements	Drives	Asphalt	Walks	Yes	Landscaping	No	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared	Drainage	Adequate		Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-005.000-015.

This is the sale of a commercial property located on the south side of Main Street between Union Street and Mill Street in Westfield, IN. There is an alley which runs along the tract's eastern boundary. Over half of this tract is located in a designated flood hazard area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 11 for this project. The sale price was verified by the buyer, as the sales disclosure form was not available as of 11/12/2021. The site size per deed is 0.39 acres (16,988 SF). The site size shown above (15,398 SF) is per the supplied documents for Parcel 11 for this project.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015				
County	Hamilton	Township	Washington	Insp. Date	10/7/2021	Comp. No.	CBL-23

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking E along SR 32



Sketch GIS (Aerial)

Date Sold	10/22/2021	Act. Price	\$400,000	Site Size	18,095 SF	\$24.85	/Per SF
Vendor	Broken Bones Enterprises LLC			Vendee	Union Square Plaza LLC		
Property Address	131 W. Main St.				City	Westfield, IN	
Legal Description	Pt NEQ S1 T18N R3E				Doc #	2021081021	
Rec. Consideration	\$1 + OVC	Sale info. Verified By	Seller/Public Records		Date Ver.	11/12/2021	
Financing	Cash			Zoning	Union Square at Grand Junction PUD		
Condition of Sale	Arm's Length			Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size	Irregular - 18,095 SF									
Land Improvements	Drives	Gravel	Walks	No	Landscaping	No	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate	Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-003.000-015.

This is the sale of a vacant tract located on the south side of Main Street between Union Street and Mill Street in Westfield, IN. Over half of this tract is located in a designated flood hazard area. At the time of sale the property was unimproved with land improvements including gravel drive and maintained lawn. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 9 for this project. The sale price was verified by the buyer, as the sales disclosure form was not available as of 11/12/2021.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	1801731 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015				
County	Hamilton	Township	Washington	Insp. Date	10/7/2021	Comp. No.	CBL-22

EP-21
Dkm_07/2022

INDIANA DEPARTMENT OF TRANSPORTATION
DIVISION OF LAND ACQUISITION
EXCESS REAL PROPERTY APPRAISAL REPORT

CODE 0800

COUNTY Hamilton

PARCEL NO. 47 & 48 ORIGINAL PARCEL NO. 47 & 48 ORIGINAL DES. #. 0900265

TYPE OF PROPERTY Release of R/W (easement) Grant ADDRESS Unknown

ACQUIRED FROM See Historical Acquisition Information MAILING ADDRESS Unknown

As taken from the individual parcels Excess Land Exhibits "A's" and associated "Area Comp Sheets"

SIZE 47: 2667 Sq. Ft. and 48: 1994 Sq. Ft. CLASSIFICATION

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the current value of the subject property declared excess by the Indiana Department of Transportation. The interest appraised is: R/W (easement) Grant interest.

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief:

That I have made a personal observation of the property that is the subject of this report and that I have **NOT** made a personal field inspection of the comparable sales relied upon in making said appraisal. The property being appraised, and the comparable sales were as represented or referenced within the appraisal.

That the statements of fact contained in the report are true and correct.

That I understand that such appraisal MAY be used in connection with the disposal of property and/or property rights acquired for highway right-of-way purposed by the State of INDIANA with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with appropriate laws, regulations, policies, and procedures applicable to the appraisal of property for such purposes, and that to the best of my knowledge no portion of value assigned to such property consists of such items which are noncompensable under appropriate established law.

That this appraisal assignment may have called for less than would otherwise be required by the specific guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP) but is not so limited in scope that it may tend to mislead the users of the report, or the public.

That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That my engagement in this assignment was not contingent upon developing or reporting predetermined results.

That neither my employment nor my compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.

That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

That I have no direct or indirect present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved, or in and benefit from the acquisition of such property appraised.

That the owner or a designated representative of the owner was afforded the opportunity to accompany me on the property inspection.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Acquiring Agency or officials of the Federal Highway Administration and I will not do so until authorized by said officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration, or included in my appraisal, any allowance for relocation assistance benefits.

That no one provided significant real property appraisal assistance to the person signing this report with the exception of those signing below.

That my opinion of fair market value for the property to be acquired and residue damage if any, as of the 26th day of September, 2022, which is the effective date of this appraisal is \$ 7,000 based upon my

Independent appraisal and the exercise of my professional judgement.

Summary of Value Indication

Indicated Value of Land 0

Indicated Value of Land Improvements 0

Indicated Value of Building Improvements 0

Total Value of Excess Area (Release of R/W (easement) Grant) \$7,000

TOTAL COMPENSATION DUE \$7,000

Signed

Appraiser D. Keith Moberg, Indiana Certified General Appraiser CG40200472

Report Date 12/24/2022

RE Broker Indiana Real Estate Broker RB14035536

This is a **Restricted Appraisal Report** that has been prepared in accordance with the guidance provided by USPAP Standards Rule 2-2(b) in affect as of the Effective Date of Valuation. The report may not be fully understood without additional workfile information.

CLIENT: Indiana Department of Transportation ("INDOT").

INTENDED USER: The client and intended user of this report is the disposing agency. However, the Client's funding partners may review the appraisal as part of their program and oversight activities.

INTENDED USE: This appraisal is to estimate the fair market value of the subject property, as of the specified date of valuation, for the proposed release or transfer of surplus property rights specified. No other use of this report is not intended by the appraiser.

CONFIDENTIAL DOCUMENT NOTICE: This document has been classified as confidential pursuant to **IC 8-23-2-6 (C) (2)**.

EFFECTIVE DATE: September 26, 2022, with the report date of December 24, 2022.

TYPE OF VALUE: Fair Market Value, as defined in the INDOT Real Estate Division Manual.

PURPOSE OF APPRAISAL: The purpose of this appraisal is to estimate the market value of the subject property, as a procedure to estimate potential disposition of lands acquired as a direct result of an acquisition of property for a public improvement project.

EXCESS LAND: Indiana Code ("IC") 8-23-7-13, 14, 15 & 16; **sale of surplus property.** These sections establish the procedures for the disposing of excess land.

PROPERTY RIGHTS: Research of available acquisition documents indicate the subject properties were acquired as Indiana State Highway Commission Right-of Way Grants as recorded in record 140 page 166 of the Hamilton County Recorder's Office as Instrument 2983 for the Right of Way Grant identified as Parcel 47 off Fund F, Project No. 24, Section 3; and as recorded in Book 142 Pages 157 -158 of Hamilton County Recorder's Office as Instrument 4900 for the Right of Way Grant identified as Parcel 48 off Fund F, Project No. 24, Section 3. There for it is assumed that the interest acquired is less than Fee Simple. Subsequent transfers of the parent property have included the language excepting out the interest conveyed to the State of Indiana.

SUBJECT PROPERTY IDENTIFICATION: The subject properties are identified as INDOT Code 0800 Parcels 47 and 48 as identified on the supplied Exhibit A & B (attached). Their approximate physical location is east of US 31 and north and south of Park Street in the City of Westfield Indiana. Parcel 47 is depicted in green and parcel 48 is depicted in orange.

A Fee Simple R/W parcel depicted in pink is identified as Code 5710 Parcel 270 immediately west of 421 Park Street (29-09-01-207-002.000-015) and north of 525 Park Street (29-09-01-000-006.002-015). The property appears to support an existing cul-de-sac and drive area supporting access to the property identified as 525 Park Street. No additional information has been provided to the appraiser regarding any potential change to this existing configuration.

AREA MAP:



SUBJECT PROPERTY TRANSFER HISTORY: No individual or separate transfers or release of the granted R/W have been noted.

The Limited Warranty Deed recorded as Instrument 2018023285 in the Hamilton County Recorder's office provided information on the 2018 purchase of the underlying Fee Simple property and subject to ... public and private rights-of-way...indicates the identified R/W (easement) Grant was in place at the time of the sale.

The sale price reported in the various property record cards associated with the sale provide the purchase price as \$815,000 for approximately 1.72 acres. A review of area comparable sales provides the derived unit of value for this sale to be within the displayed range of the comparable sales. As such, it does not appear that the subject R/W (easement) Grant Interest had any effect on the purchase price and is commonly found in real estate transactions. Thus, only a nominal amount will be applied to the release of interest.

SCOPE OF WORK:

- A review of historic right-of-way ("R/W") engineering, valuation, acquisition documents and plans has been completed.
- Discussions with R/W Service Team as to assignment parameters completed and, in some cases, ongoing.
- Assignment and reports completed using the guidance of the Indiana Department of Real Estate Manual.
- Research of public records involving the property and comparable properties; and interviews with market participants may have been conducted.
- A visual inspection of the subject was accomplished,
- An on-site visual inspection of the comparable properties **was NOT** accomplished.
- No adjacent property owners were contacted
- The Sales Comparison Approach is considered to be the most reliable and is used with this appraisal, the valuation will be a land valuation only. The Cost Approach and the Income Approach are not needed for credible results and will not be developed.

DESCRIPTION OF PROPERTY: Code 0800 Parcels 47 and 48 appear to have been acquired as a Highway R/W (easement) Grant with the underlying fee remaining. The current assignment assumes that the R/W is no longer needed to support the existing roadway configuration in this immediate area, as such the R/W will most likely be declared as excess and disposed of using the rules for disposing of State-Owned Surplus land.

The legal description and subject plat provided show the property to be triangular in shape and the limited access lines have been clarified as relating to the US 31 R/W line. The available aerial mapping shows parcel 47 supporting a cul-de-sac and adjoining access from Park St and Parcel 48 as lot area.

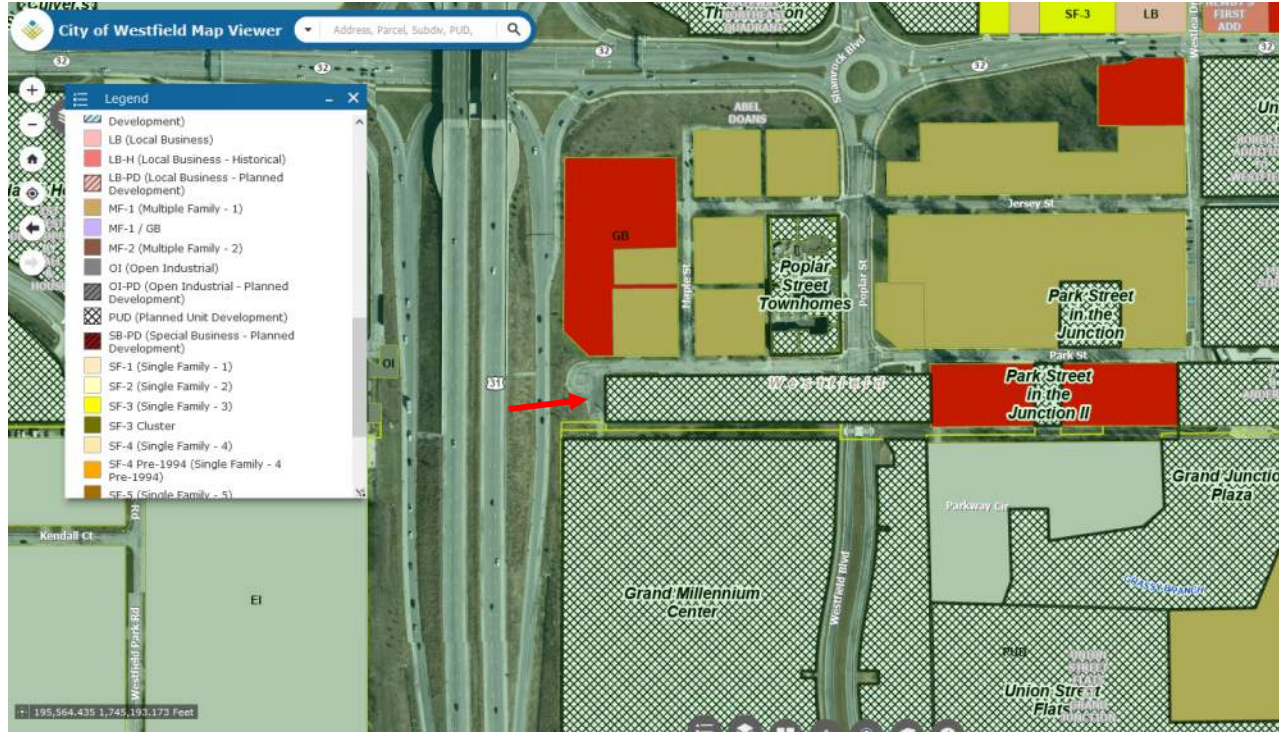
The onsite observation confirms the configuration of the area as depicted by the aerial. No additional information has been provided to the appraiser regarding the disposal of the surplus land and associated configuration of the cul-de-sac, roadway, and other observed improvements. Adjacent properties appear to have been acquired and assembled in anticipation of the continuing master plan for the Grand Junction – Westfield, as such the release and sale of this surplus could provide additional area for the proposed development.

An Extraordinary Assumption for this assignment is that this property will continue to provide some form of access and thus continue to have a limitation on use and/or utility. If it is determined that this would change the appraiser reserves the right to change to opinion of value assigned.

LEGAL DESCRIPTION: See Attached Exhibit "A(s)":

ZONING:

Aerial below obtained from the City of Westfield Map Viewer with Zoning information enabled.



Obtained from City of Westfield Document Page for "Grand Millennium Center PUD Compiled.



The City of Westfield Planning and Zoning Ordinance indicates the subject is located within the Planned Unit Development zone. The various maps, rules and presentations show the PUD to be Mixed Use to include some business. The overall flavor of the area east of US 31 and proximate to SR 32 is to me mixed use with concentration of travel ways for pedestrian traffic and biking.

A review of the size, shape, and physical requirements for the PUD shows the subject 0.190 acres to be too small for development. As previously stated, the most likely use if for assemblage.

EXISTING USE AND HIGHEST AND BEST USE:

Highest and best use definition: That use of the land, which is lawful, practicable, and proximate, which will produce the greatest return to the land after satisfaction of all requirements to any improvements, which must necessarily be placed on the land in order to bring it into that use. Legal restrictions, such as zoning or deed restrictions, are recognized to the degree that they would affect the property value to a prospective buyer in contemplation of any attempt to change or defeat the restrictions.

The existing use of the subject property appears to be existing Right-of-Way ("R/W"). It has been determined that this area of R/W is no longer needed to support the original intent for which it was acquired, as such the assignment is to provide an opinion of value for the surplus land for the potential sale. Aerial mapping shows the subject property to be improved with a cul-de-sac that provides a terminus and access on and from Park Street. As previously stated, the appraiser has not been provided with information regarding the disposition of the land improvements, this valuation assignment considers the subject property as it stands. The overall utility of the subject remains minimal with the most probable utility to be assembled with other adjacent properties.

In estimating the market value for the subject property, it is important to evaluate accurately the highest and best use. The following definition outlines the methods and criteria used in the evaluation of highest and best use.

1. The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.
2. The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present value.
3. The most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like. (Appraisal Dictionary, 3rd Ed.) Four aspects of highest and best use must be considered in the use of the site:

1. The use of the site is legal.
2. The use is physically possible.
3. The use is financially feasible.
4. The use provides the highest productivity.

Thus, the Highest and Best Use continues to be for Assemblage and is considered to be an uneconomic unit.

PROPERTY AS IMPROVED: According to aerial images of the subject property, it appears to be vacant with no observed improvements on the premises. As such, the Highest and Best Use as improved is not applicable.

LAND VALUATION:

There are six methods of valuing land commonly used in appraisal practice. These methods are:

1. The sales comparison approach. The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market derived elements of comparison.
2. The extraction method. A method of estimating land value in which the depreciated cost of the improvements on the improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land.
3. The allocation Method. A method of estimating land value in which sales of improved properties are analysed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or comparable sales being analyzed.
4. The Subdivision Development method. A method of estimating land value when subdivision development is the highest and best use of the parcel of land being appraised. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sale price of the finished lots, the resultant net sales proceeds are then discounted to present value at a market derived rate over the development and absorption period to indicate the value of the land.
5. The land residual technique. A method of estimating land value in which the net operating income attributed to the land is capitalized to produce an indication of the land's contribution to the total value.
6. Ground Rent Capitalization Method. A method of estimating land value: applied by capitalizing ground rent at a market-derived rate. This method is useful when comparable rents, rates, and factors can be developed from analysis of sales of leased land.

The Valuation Procedures, Chapter 2-102 of the RED Manual provides the following regarding excess real property disposals:

Real property owned by the State of Indiana through the Indiana Department of Transportation, having been declared excess, is appraised for disposal via the utilization of an Excess Land Appraisal. Excess real property, as referenced herein, can be either a property right or real property owned by the Department in fee simple. It may be improved or unimproved and often is an uneconomic unit. The acceptable appraisal process involves appraising the excess property by one of two methods:

1. If the real property was acquired by deed, it is to be appraised as excess property, valued as is stands by itself, on its own merits.
2. If acquired by grant (easement), the value of the excess property is to be appraised taking into consideration the increase in value of the underlying fee due to the release of the subject easement.

COMPARABLE LAND SALES and MARKET AREA:

Item	Location	State Id #	Sale Date	Sale Price	Acreage	\$/Acre	\$/SF	Adj \$/Acre	Adj \$/SF	Zone
Sale 1	137 W Main St	29-09-01-204-002.000-015	10/30/20	\$1,200,000	0.59	\$2,030,457	\$46.61	\$2,147,208	\$49.29	PUD
Sale 2	101 S Union St	29-09-01-204-006.000-015	3/25/21	\$915,000	0.51	\$1,808,300	\$41.51	\$1,889,674	\$43.38	PUD
Sale 3	131 W. Main St	29-09-01-204-004.000-015	10/22/21	\$400,000	0.369	\$1,084,011	\$24.89	\$1,113,821	\$25.57	PUD
Sale 4	125 W. Main St	29-09-01-204-005.000-015	10/28/21	\$300,000	0.35	\$849,858	\$19.51	\$873,229	\$20.05	PUD
ACTIVE	~Main Street	29-06-31-308-012.000-015	9/23/22	\$1,950,000	3.36	\$580,357	\$13.32	\$580,357	\$13.32	PUD /SF 3
Sale 6	E. Roosevelt & Cherry	29-10-06-107-003.111-015	2/19/21	\$1,600,000	3.79	\$422,164	\$9.69	\$442,216	\$10.15	PUD (Midland)
Sale 7	218 & 220 S Union	29-10-06-101-026.000-015	7/14/21	\$1,500,000	5.4	\$277,778	\$6.38	\$287,500	\$6.60	PUD
Sale 8	222 & 230 Poplar	29-09-01-206-020.001-015	5/31/19	\$225,650	0.385	\$586,104	\$13.46	\$644,714	\$14.80	PUD
			Mean	\$1,011,331	1.84	\$954,879	\$21.92	\$1,174,418	\$22.90	
			Median	\$1,057,500	0.55	\$717,981	\$16.48	\$993,525	\$17.42	

Other sales from 2017 to 2019 have been considered but have not been displayed here. The noted sales are for other proximate properties purchased and assembled for this immediate area appear to cluster around \$10.65/Sq. Ft. and after adjustment for market conditions (time) would support the derived opinion of unit value of \$15.00.

Hypothetical Condition:

1. If the real property was acquired by deed, it is to be appraised as excess property, valued as is stands by itself, on its own merits. It would be considered to be an uneconomic remnant (small, irregular shaped, non-buildable) and suited for assemblage to an adjoining parcel. Various damage studies provided to INDOT over the years would support approximately 0.90 (90% damages) and thus a contribution of approximately 0.10 (10%) remaining to the remnant.

Then, 0.061 Acres (Code 0800 Parcel 47) approximately 2667 Sq. Ft. x \$15.00 = \$40,005 x 0.10 (0.90 damaged) = \$4,000,
And 0.046 Acres (Code 0800 Parcel 48) approximately 1994 Sq. Ft. x \$15.00 = \$29,910 x 0.10 (0.90 damaged) = \$2,991.

However, as the subject parcel was acquired as a Highway Easement Grant;

2. If acquired by grant (easement), the value of the excess property is to be appraised taking into consideration the increase in value of the underlying fee due to the release of the subject easement.

Typically, when the terms of an easement have been satisfied the easement is released and returned to the fee parcel. The subject R/W (easement) Grant is to be vacated. As such, the need for the easement is no longer necessary and an opinion of value is required for its release.

The Indiana State Highway Commission Right of Way Grant contains specific language regarding its use and potential as it may affect the fee simple parcel. I have considered the language of the R/W Grant and potential marketability and concluded that it is highly unlikely that the R/W Grant could be transferred to a different market participant.

The various transfer instruments for the subject property note the existence of the R/W Grant interest in the conveyance. The sold information shows the R/W Grant encumbered parcel was sold and purchased with no significant difference in sale price; indicating the purchaser placed no limitation in market value of the fee simple estate as encumbered by the R/W Grant.

Based on this information the before and after value of the underlying fee does not appear to have been affected by the R/W Grant. As such, a nominal amount of 10 percent (10%) applied to the \$/SF of the encumbered parcel will be used to estimate the amount due for the release of the R/W (easement) Grant.

Correlation:

Thus, the total 4,661 Sq. Ft. x \$15.00 = \$69,915 x 0.10 (0.90 damaged) = \$6,991.00 Rounded to \$7,000.00

ASSUMPTIONS AND LIMITING CONDITIONS:

The certification(s) of the Appraiser appearing in this appraisal report are subject to the following Assumptions and Limiting Conditions. In conducting this appraisal, I have assumed, except as otherwise noted in our report, the following:

1. Title to the property is assumed to be good and marketable unless otherwise stated in this report. No responsibility is assumed for legal or title considerations.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management is assumed unless otherwise stated in this report.
4. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this assignment.
12. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require the investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, ureaformaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of routine observations made during the appraisal process.
14. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights, if any, and it is assumed the property is not subject to surface entry for the exploration or removal of such material, unless otherwise noted in this appraisal.
15. Unless otherwise stated in the report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

EXHIBIT "A"

Sheet 1 of 1

Project: INDOT EXCESS ROW
Parcel: 47 EXCESS ROW WITH LIMITATION OF ACCESS (CODE 0800)
Key #:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East (the foregoing portion of this description beginning with the words "Thence on and along" is quoted from Instrument #2012060738) 463.41 feet (deduced from Instrument #2012060738) to the point of beginning of this description, which point of beginning is the southeastern boundary of the intersection of USR 31 and Park Street: thence South 36 degrees 38 minutes 16 seconds West 105.96 feet (105.98 feet by Instrument #2012060738) along the boundary of the intersection of said USR 31 and said Park Street to the east boundary of said USR 31; thence North 0 degrees 09 minutes 23 seconds East 84.65 feet to the south boundary of said Park Street; thence North 89 degrees 39 minutes 15 seconds East 63.00 feet along the boundary of said Park Street to the point of beginning and containing 0.061 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as USR 31 and as Project 0710215) to and from the grantor's abutting lands along the lines described as follows: The 84.65-foot course described above. The above-described access control restrictions shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands and on all successors in title to the 0.061-acre parcel described above.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

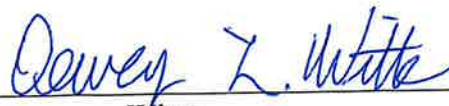
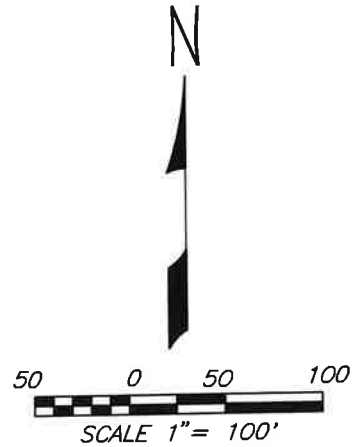
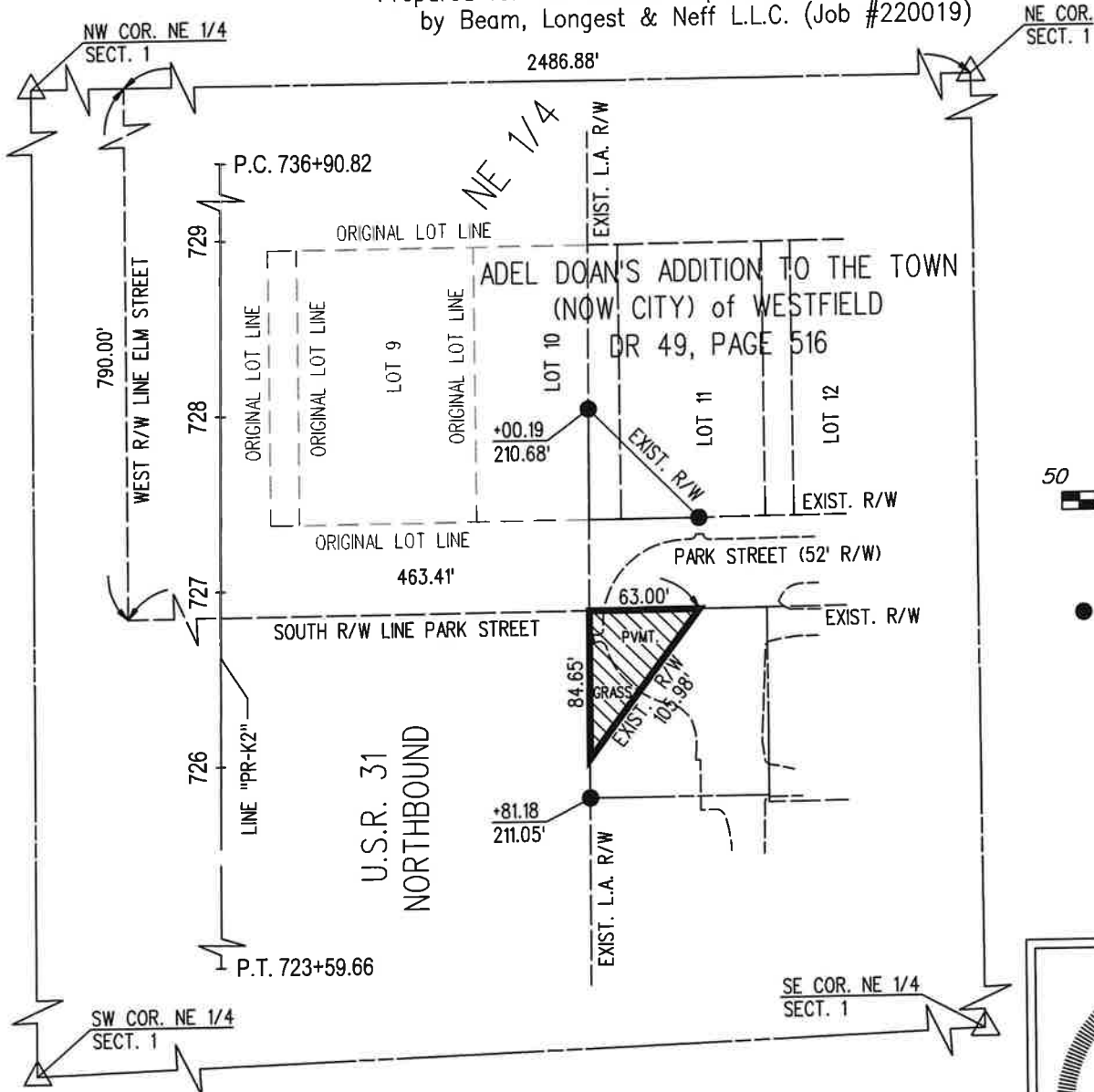
 10/11/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022
Revised 10-05-2022



EXHIBIT "B" PARCEL PLAT

SHEET 1 OF 1

Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)



● = 5/8 INCH REBAR FOUND

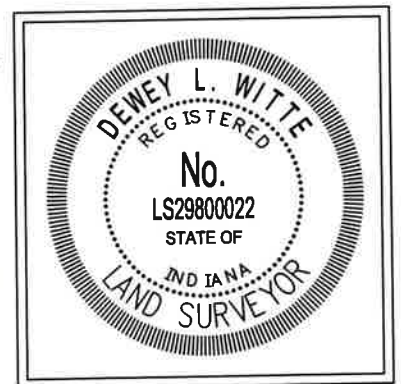
BLN
BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250
Telephone: (317) 849-5832
www.b-l-n.com

NOTE:

THIS PLAT WAS PREPARED WITHOUT BENEFIT
OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR
GRAPHIC REPRESENTATION AND IN NO WAY
IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

Dewey L. Witte 10/11/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS ROW AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION
PROJECT: INDOT EXCESS ROW
PARCEL: 47
CODE: 0800
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.
COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022
CHECKED BY: D.L. WITTE 05-17-2022

EXHIBIT "A"

Sheet 1 of 1

Project: INDOT EXCESS ROW
Parcel: 48 EXCESS ROW WITH LIMITATION OF ACCESS (CODE 0800)
Key #:

A part of Lot 10 and 11 in Adel Doan's Addition to the Town (now City) of Westfield Indiana, the plat of which is recorded in Deed Record 49, page 516, in the Office of the Recorder of Hamilton County, Indiana, described as follows: Beginning at the southeast corner of said Lot 10; thence South 89 degrees 39 minutes 15 seconds West 18.48 feet along the south line of said Lot 10; thence North 0 degrees 09 minutes 23 seconds East 63.29 feet to the northeastern boundary of the intersection of USR 31 and Park Street; thence South 44 degrees 57 minutes 47 seconds East 88.91 feet along the boundary of the intersection of said USR 31 and said Park Street to the south line of said Lot 11; thence South 89 degrees 39 minutes 15 seconds West 44.52 feet along said south line to the point of beginning and containing 1,994 square feet, more or less.

TOGETHER with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as USR 31 and as Project 0710215) to and from the grantor's abutting lands along the lines described as follows: The 63.29-foot course described above. The above-described access control restrictions shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands and on all successors in title to the 1,994 square foot parcel described above.

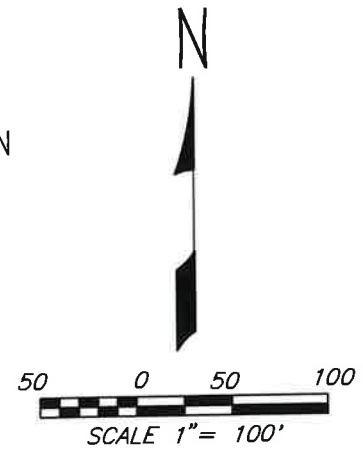
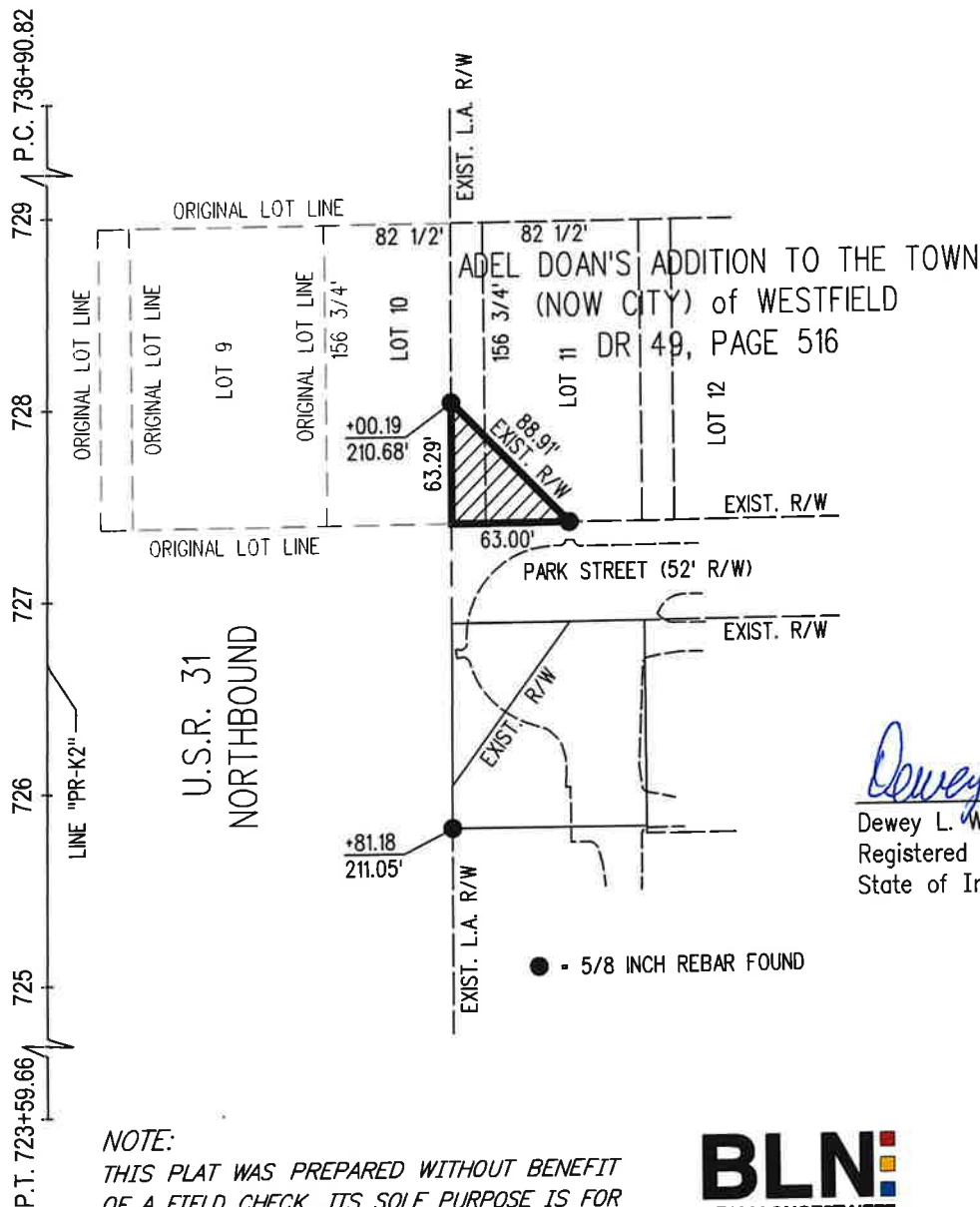
This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

Dewey L. Witte 10/11/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022
Revised 10-05-2022

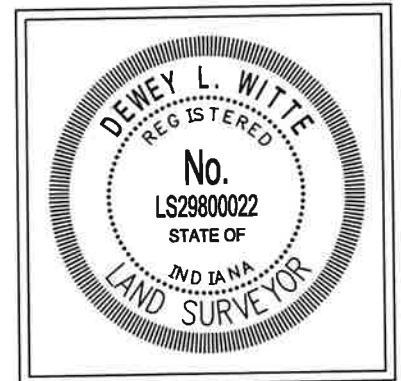


SHEET 1 OF 1

Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)



Dewey L. Witte 10/11/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



NOTE:
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www.b-l-n.com

HATCHED AREA IS THE APPROXIMATE EXCESS ROW AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION
PROJECT: INDOT EXCESS ROW
PARCEL: 48
CODE: 0800
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.
COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022
CHECKED BY: D.L. WITTE 05-17-2022

EXHIBIT "A"

Project: INDOT Excess Land
Parcel: 270 FEE SIMPLE (Code 5310)
Key #:

Sheet 1 of 1

Real estate in Hamilton County, Indiana, described as follows:

Being a part of the northeast quarter of section one, township 18 north, range 3 east,

Commencing at the northeast corner of said quarter section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East 502.33 feet to the point of beginning, said point also being South 89 degrees 22 minutes 32 seconds West 180.00 feet from the Northwest corner of Lot #14 in the Adel Doan Addition to the Town of Westfield; thence South 00 degrees 26 minutes 00 seconds East 107.23 feet to a point distance 23 feet northwardly, at right angles from the center line of the main track of the railroad of Central Indiana Railway Company; Thence, parallel with said Central Line of main tract South 89 degrees 38 minutes 08 seconds West 102.55 feet to the Easterly Right of Way line of United States Highway #31; Thence on and along the said Easterly Right of Way Line, North 00 degrees 06 minutes 00 seconds West 22.12 feet; Thence continuing on and along the said Right of Way Line, North 36 degrees 22 minutes 19 seconds East 105.98 feet to the South Right of Way line of Park Street; Thence on and along the said South Right of Way Line, North 89 degrees 22 minutes 32 seconds East 38.92 feet to the point of beginning and containing 0.190 acres, more or less.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

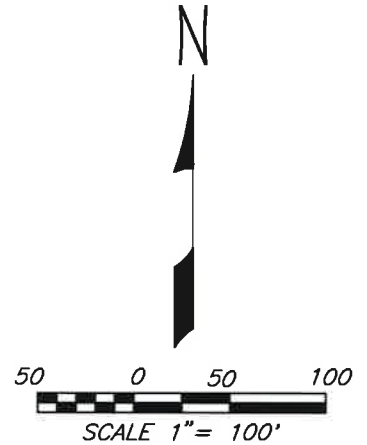
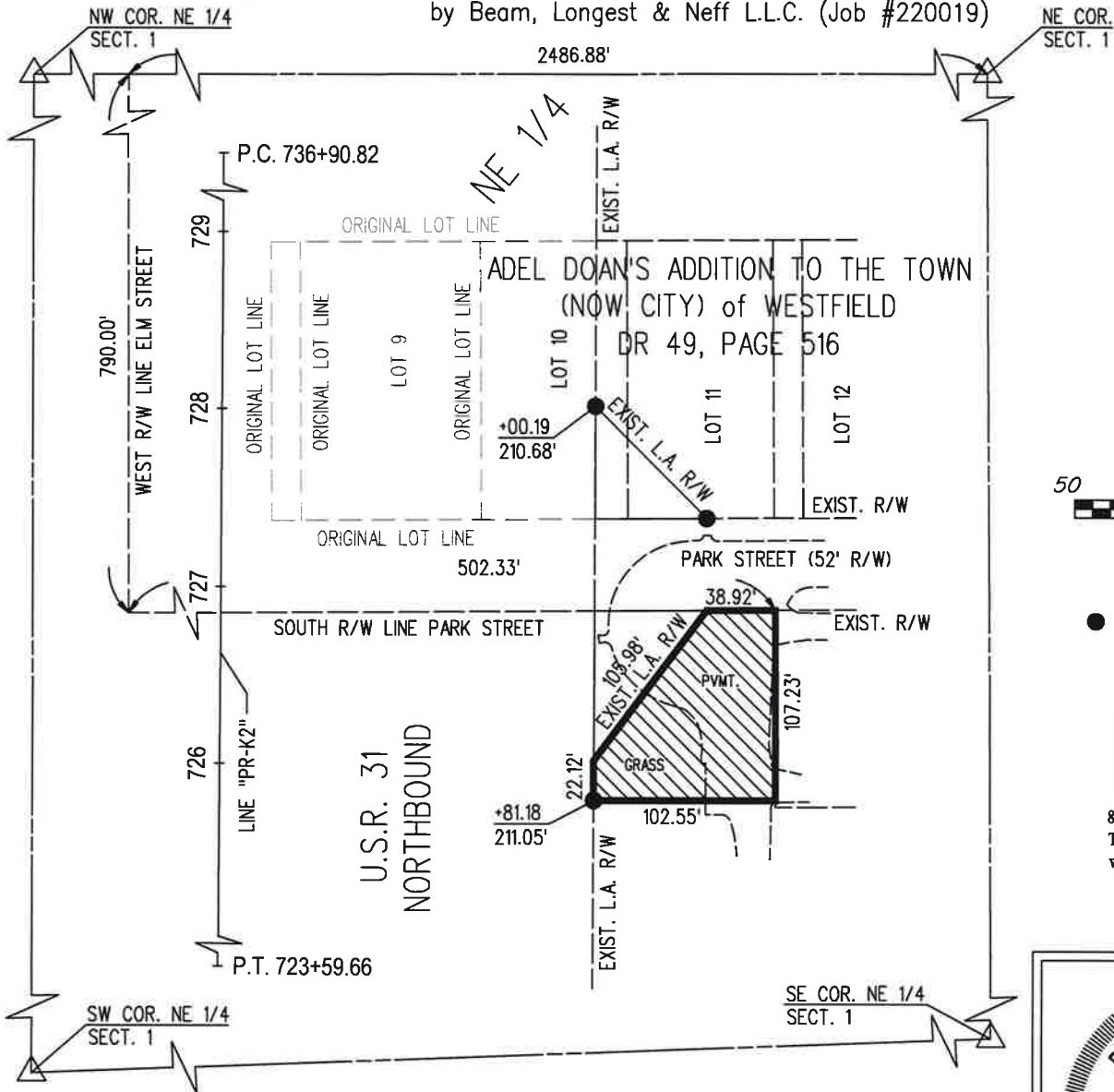
Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Indiana Registered Land Surveyor
License Number LS29800022



EXHIBIT "B" PARCEL PLAT

SHEET 1 OF 1

Prepared for the Indiana Department of Transportation
by Beam, Longest & Neff L.L.C. (Job #220019)



● = 5/8 INCH REBAR FOUND

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OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR
GRAPHIC REPRESENTATION AND IN NO WAY
IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

Dewey L. Witte 05/17/2022
Dewey L. Witte Date
Registered Land Surveyor No. LS29800022
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS LAND AREA

OWNER: INDIANA DEPARTMENT OF TRANSPORTATION

PROJECT: INDOT EXCESS LAND

PARCEL: 270

CODE: 5310

SECTION: 1

TOWNSHIP: 18 N.

RANGE: 3 E.

COUNTY: HAMILTON

DRAWN BY: M.J. DORSCH 05-16-2022

CHECKED BY: D.L. WITTE 05-17-2022

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking southeast



Sketch NTS

Date Sold	1/30/2020	Act. Price	\$425,000	Improvement Size	10,890 sf 0.250 ac.	\$39.03 /Per SF \$1,700,000 /Per AC
Vendor	Green TAT Farms, LLC	Vendee	Wedgewood Real Estate Partners, LLC			
Property Address	121 Rangeline Road	City	Carmel			
Legal Description	Pt of the NW ¼ of Sec. 30, T 18N, R4E	Document #	2020-05944			
Rec. Consideration	\$10.00 OVC	Sale info. Verified By	Sales Disclosure/IRE	Date Ver.	8-20-2021	
Financing	Cash to Seller	Zoning	B-1/Old Town Overlay			
Condition of Sale	Arms length	Highest & Best Use	Commercial			

DESCRIPTION of LAND

Dimensions/Size	Rectangular (10,890 sf) (0.250 acres) +/-									
Land Improvements	Drives	No	Walks	No	Landscaping	No	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Aval	City Sewer	Aval	Gas	Aval	Other	E, T
Land Topography	Level		Drainage	Adequate	Quality of Soils			Typical for area		

Comments

Parcel ID# 29-10-30-901-017.000-018

The subject is located on the east side of N. Rangeline Road, just north of 1st Street NE.

The subject is not located within any flood plain.

IRE ID – 2338778, SDF ID – 29 2020 3913507

INDOT's traffic data found online indicates a traffic count of 8,683 vehicles per day on Rangeline Road in front of the subject.

Appraiser's Name	Michael Hazeltine Randy Newman	Broker No.	RB14014573 N/A	Appraisal Lic. No.	CG49900296 TR41100003
	(Type or Print)				

County	Hamilton	Township	Clay	Type Property	Bare Land
Project No.	2002535	Insp. Date	9-2-2021	Comp. No.	CBL-1

SALES OF COMPARABLE PROPERTIES

UNIMPROVED LAND COMPARABLE



Photo View Looking southeast (Photograph courtesy of Google)



Sketch NTS

Date Sold	3/25/2021	Act. Price	\$915,000	Improvement Size	22,069 sf	\$41.46	/Per SF
Vendor	David L. & Becky C. Weiss	Vendee	Union Square Plaza, LLC		0.506 ac.	\$1,808,300	/Per AC
Property Address	101 South Union Street	City	Westfield				
Legal Description	Lot #24 & Pt of Lot #23 Orig Plat of Town, now City of Westfield	Document #	2021023557				
Rec. Consideration	\$10.00 OVC	Sale info. Verified By	Sales Disclosure/IRED	Date Ver.	8-20-2021		
Financing	Cash to Seller	Zoning	PUD				
Condition of Sale	Arm's length	Highest & Best Use	Mixed-Use				

DESCRIPTION of LAND

Dimensions/Size	Irregular (22,069) (0.506 acres) +/-							
Land Improvements	Drives	Concrete	Walks	Conc.	Landscaping	No	Trees	No
	Septic	No			Fence	No		Pond
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes
Land Topography	Level		Drainage	Adequate	Quality of Soils			Typical for area

Comments

Parcel ID# 29-09-01-204-006.000-015 and 29-09-01-204-007.000-015

The subject is located in the southwest corner of East Main Street and South Union Street in Westfield, Indiana. The property is improved with a commercial building and supporting land improvements at the time of the sale that are reported to be razed for re-development. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) in front of the subject.

The subject is not located within any flood plain.

IRED ID – 2377394

SDF ID – 29 2021 7001999

Appraiser's Name	Michael Hazeltine	Broker No.	RB14014573	Appraisal Lic. No.	CG49900296
	Randy Newman		N/A		TR41100003
	(Type or Print)				

County	Hamilton	Township	Washington	Type Property	Bare Land
Project No.	2002535	Insp. Date	9-2-2021	Comp. No.	CBL-2

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southSketch NTS

Date Sold	<u>5/28/2020</u>	Act. Price	<u>\$750,000</u>	Improvement Size	<u>17,816 sf</u>	<u>\$42.10</u>	<u>/Per SF</u>
Vendor	<u>*See Below</u>	Vendee	<u>Xanderco, LLC</u>		<u>0.409 ac.</u>	<u>\$1,833,741</u>	<u>/Per AC</u>
Property Address	<u>298 N 10th Street & 1037 Wayne Street</u>	City	<u>Noblesville</u>				
Legal Description	<u>Pt of lot# 7 & 8 Sq 5 Orig Plat of Noblesville</u>	Document #	<u>2020038698/ 2020038704</u>				
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>8-20-2021</u>		
Financing	<u>Cash to Seller</u>	Zoning	<u>DT (Downtown / With Mixed Use overlay)</u>				
Condition of Sale	<u>Arms length</u>	Highest & Best Use	<u>Mixed use</u>				

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (17,816 sf) (0.409 acres)+/-</u>									
Land Improvements	Drives	<u>Yes</u>	Walks	<u>Yes</u>	Landscaping	<u>Yes</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Aval</u>	City Sewer	<u>Aval</u>	Gas	<u>Aval</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils			<u>Typical for area</u>		

CommentsParcel ID# 29-07-31-136-003.000-013, 29-07-31-136-001.000-013

*Sale 2020038704 – Vendor is Hamilton Auto & Tire Services, Inc., Sale 2020038698 – Vendor is JAFJDF1037 Wayne, LLC

The subject includes two parcels that are located in the southeast quadrant of the intersection of North 10th Street and Wayne Street in Noblesville, Indiana

At the time of the sale, the subject was improved with a commercial building, a dwelling, and a garage that were demolished at an estimated cost of \$30,000, which increased the cost of the land to \$780,000 or \$43.78 per square foot. The site is being developed with The Lofts on 10th Street, which is a mixed-use development. INDOT's traffic data found online indicates a traffic count of 4,021 vehicles per day on North 10th Street in front of the subject.

The subject is not located within any flood plain.

IRED ID – 2345850 & 2345847 - SDF ID – 29 2020 8842682 & 29 2020 6168223

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Noblesville</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>9-2-2021</u>	Comp. No.	<u>CBL-3</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>10/28/2021</u>	Act. Price	<u>\$300,000</u>	Improvement Size	<u>15,398 sf</u> <u>0.353 ac.</u>	<u>\$19.48</u> <u>\$849,858</u>	<u>/Per SF</u> <u>/Per AC</u>
Vendor	<u>H & N Realty, LLC</u>			Vendee	<u>Union Square Plaza, LLC</u>		
Property Address	<u>125 West Main Street</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the E ½ of the NE ¼ of Sec. 1, T 18 N, R 3 E in Hamilton Co.</u>				Document #	<u>2021081081</u>	
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Deed/Buyer</u>		Date Ver.	<u>11-14-2021</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Mixed-Use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (15,398) (0.353 acres)+/-</u>							
Land Improvements	Drives	<u>No</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>	Well	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>		

CommentsParcel ID# 29-09-01-204-005.000-015

The subject is located on the south side of East Main Street, just west of South Union Street in Westfield, Indiana. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) near the subject.

The subject is located approximately 62% within a floodplain, with a drainage ditch running diagonally from near the northwest corner of the subject to the south property line.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
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County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-4</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southwestSketch NTS

Date Sold	<u>10/22/2021</u>	Act. Price	<u>\$400,000</u>	Improvement Size	<u>16,095 sf</u> <u>0.369 ac.</u>	<u>\$24.85</u> <u>\$1,084,011</u>	<u>/Per SF</u> <u>/Per AC</u>
Vendor	<u>Broken Bone Enterprises, LLC</u>			Vendee	<u>Union Square Plaza, LLC</u>		
Property Address	<u>131 West Main Street</u>			City	<u>Westfield</u>		
Legal Description	<u>Pt of the NE ¼ of Sec. 1, T 18 N, R 3 E in Hamilton Co.</u>			Document #	<u>2021081021</u>		
Rec. Consideration	<u>\$1.00 OVC</u>	Sale info. Verified By	<u>Deed/Vendee</u>	Date Ver.	<u>11-14-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Mixed-Use</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (16,095) (0.369 acres)+/-</u>									
Land Improvements	Drives	<u>Gravel</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

CommentsParcel ID# 29-09-01-204-004.000-015

The subject is located on the south side of East Main Street, just west of South Union Street in Westfield, Indiana. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction. INDOT's traffic data found online indicates a traffic count of 17,141 vehicles per day on Main Street (SR 32) near the subject.

The subject is located approximately 65% within a floodplain.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
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County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-5</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>Active</u>	List Price	<u>\$1,950,000</u>	Improvement Size	<u>146,362 SF</u>	<u>\$13.32</u>	<u>/Per SF</u>
Vendor	<u>Frank Hahn/FMH Family Limited Partnership</u>			Vendee	<u>3.360 ac.</u>	<u>\$580,357</u>	<u>/Per AC</u>
Property Address	<u>See Below</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the SW ¼ of Sec. 31, T 19 N, R 4 E in Hamilton County</u>				Document #	<u>N/A</u>	
Rec. Consideration	<u>N/A</u>	Sale info. Verified By	<u>MIBOR - BLC# 21752959</u>		Date Ver.	<u>N/A</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD/SF3</u>		
Condition of Sale	<u>Arm's length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	Irregular (3.360 net acres)+/-									
Land Improvements	Drives	Gravel	Walks	Conc.	Landscaping	No	Trees	Yes	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	E, T
Land Topography	Level		Drainage	Adequate	Quality of Soils			Typical for area		

Comments

Parcel ID# 29-06-31-308-012.000-015, 29-06-31-308-011.000-015, 29-06-31-308-009.000-015, 29-06-31-308-008.000-015, 29-06-31-308-007.000-015, 29-06-31-308-006.000-015, 29-06-31-308-001.000-015

The subject is several tracts of land located on the north side of East Main Street (SR 32) between North East Street and Hillcrest Drive. The highest and best use appears to be commercial except for the residential tract located at 220 North East Street. Approximately 3% of the southeast corner of the subject is located inside the floodplain, with less than 1% inside the floodway. Property Addresses: 160 and 220 N. East Street, 402, 410 and 420 E. Main Street and 105 and 109 Hillcrest Drive.

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u>	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-5-2021</u>	Comp. No.	<u>CBL-6</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking northwestSketch NTS

Date Sold	<u>2/19/2021</u>	Act. Price	<u>\$1,600,000</u>	Improvement Size	<u>165,092 sf.</u>	<u>\$9.69</u>	<u>/Per SF</u>
Vendor	<u>Firm Foundation, Inc.</u>			Vendee	<u>3.790 ac.</u>	<u>\$422,164</u>	<u>/Per AC</u>
					<u>Midland Townhomes, LLC & Old Town Design Group, LLC</u>		
Property Address	<u>140, 202 & 230 East Roosevelt Street, 321 S. Cherry Street</u>				City	<u>Westfield</u>	
Legal Description	<u>Pt of the NW ¼ of Sec. 6, Twp. 18 N, Range 4 E</u>				Document #	<u>2020-20782</u>	
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>		Date Ver.	<u>11-10-2021</u>	
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD (Midland South)</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	<u>Rectangular (3.790 acres)+/-</u>									
Land Improvements	Drives	<u>Yes</u>	Walks	<u>Conc.</u>	Landscaping	<u>No</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>		Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>				

Comments

Recorded 3/17/2021 Parcel ID# 29-10-06-107-003.111.015, 29-10-06-107-002.000.015, 29-10-06-107-003.000.015, 29-10-06-107-002.001.015.

The subject is located in the northwest corner of the intersection of East Roosevelt Street and South Cherry Street. The subject is not located within any floodplain.

The subject was improved with four dwellings at the time of the sale. These dwellings have been demolished at an estimated cost of \$30,000, which brings the price per acre to \$430,079 or \$9.87 per square foot.

IRED ID – 2375228

SDF ID – 29 2021 7002677

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	<u>(Type or Print)</u>				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-16-2021</u>	Comp. No.	<u>CBL-7</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking southeastSketch NTS

Date Sold	<u>8/18/2020</u>	Act. Price	<u>\$2,250,000</u>	Improvement Size	<u>127,195 sf.</u>	<u>\$17.69</u>	<u>/Per SF</u>
Vendor	<u>Aria Land JV, LLC</u>			Vendee	<u>EIG4T KCE 302008 IN Carmel, LLC</u>	<u>\$770,548</u>	<u>/Per AC</u>
Property Address	<u>10910 N. Michigan Road</u>			City	<u>Carmel</u>		
Legal Description	<u>Pt of the SW ¼ of Sec. 6, Twp. 17 N, Range 3 E</u>			Document #	<u>2020-58113</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>11-10-2021</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>B-3 (Business)</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size	Irregular (2.920 acres)+/-									
Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils				Typical for area	

Comments

Recorded 8/26/2020 Parcel ID# 29-13-06-000-031.002-018

The subject is located in the southwest corner of the intersection of North Michigan Road and Weston Pointe Drive.

The subject is not located within any floodplain.

IRED ID – 2376558

SDF ID – 29 2020 5751112

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Clay</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>11-15-2021</u>	Comp. No.	<u>CBL-8</u>

**SALES OF COMPARABLE PROPERTIES
UNIMPROVED LAND COMPARABLE**

Photo View Looking east (Photograph courtesy of Google)Sketch NTS

Date Sold	<u>7/31/2020</u>	Act. Price	<u>\$1,200,000</u>	Improvement Size	<u>91,912 sf.</u>	<u>\$13.06</u>	<u>/Per SF</u>
Vendor	<u>Marketplace at Harmony, LLC</u>	Vendee	<u>Woodmont Westfield Ditch Academy, LLC</u>		<u>2.110 ac.</u>	<u>\$568,720</u>	<u>/Per AC</u>
Property Address	<u>1367 South Waterleaf Drive</u>			City	<u>Westfield</u>		
Legal Description	<u>Lot 2 of 2nd Plat for Harmony Mixed-Use District</u>			Document #	<u>2020-52637</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/IRED</u>	Date Ver.	<u>12-13-2021</u>		
Financing	<u>Cash to Seller</u>	Zoning	<u>PUD (Harmony)</u>				
Condition of Sale	<u>Arm's length</u>	Highest & Best Use	<u>Commercial</u>				

DESCRIPTION of LAND

Dimensions/Size	<u>Irregular (2.110 acres)+/-</u>									
Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>No</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Aval</u>	City Sewer	<u>Aval</u>	Gas	<u>Aval</u>	Other	<u>E, T</u>
Land Topography	<u>Level</u>	Drainage	<u>Adequate</u>	Quality of Soils	<u>Typical for area</u>					

Comments

Recorded 8/6/2020 Parcel ID# 29-10-06-005-002.000-015, 29-10-06-005-002.001-015

The subject is located in the southeast corner of South Waterleaf Drive and Sommerville Drive, just northwest of the intersection of West 146th Street and Ditch Road in Westfield, Indiana. The subject is not located within any floodplain.

IRED ID – 2391908

SDF ID – 29 2020 3748477

Appraiser's Name	<u>Michael Hazeltine</u>	Broker No.	<u>RB14014573</u>	Appraisal Lic. No.	<u>CG49900296</u>
	<u>Randy Newman</u>		<u>N/A</u>		<u>TR41100003</u>
	(Type or Print)				

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>12-14-2021</u>	Comp. No.	<u>CBL-9</u>

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking west from S. 10th St.

Sketch

GIS (Aerial)

Date Sold	3/01/2021	Act. Price	\$550,000	Site Size	0.530 Ac 23,087 SF	\$1,037,736 \$23.82	/Per Acre /Per SF
Vendor	Omega Motorsports, LLC			Vendee	SYDCO, LLC		
Property Address	407 S. 10 th St.			City	Noblesville, IN		
Legal Description	Lot #4 & #5 & 86' East End Lot 6 Blk 4 W.A. Emmons Addition			Doc #	2021-17661		
Rec. Consideration	\$10 & OVC	Sale info. Verified By	Deed/Assessor/SD	Date Ver.	07/02/21		
Financing	Cash to Seller			Zoning	GB, General Business		
Condition of Sale	Arm's Length			Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size Irregular – 0.530 acres or 23,087 SF

Land Improvements	Drives	Asph	Walks	Conc	Landscaping	Min	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No

Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
--------------------	------	---------	------------	-----	------------	-----	-----	-----	-------	----------

Land Topography	Level, clear	Drainage	Adequate	Quality of Soils	Typical for Area					
-----------------	--------------	----------	----------	------------------	------------------	--	--	--	--	--

Tax ID # 29-11-06-502-009.000-013 and 29-11-06-502-011.000-013

This is the sale of commercial property located in the southwest corner of S. 10th St. & Division St. in Noblesville, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property has a 1,232 SF commercial building and supporting site improvements that were originally constructed in 1988 as a gas station but are currently have another automotive-related use. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer originally intended to build nine mixed-use townhomes on the property (commercial down / residential up) at the time of sale but the intentions have reportedly changed and current re-development intentions are unknown.

NOTE: Original comparable developed by Stephanie & James Yott.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	9/2/2021	Comp. No.	CBL-16
County	Hamilton	Township	Noblesville				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE

Photo View Looking southeastSketch NTS

Date Sold	<u>7/14/2021</u>	Act. Price	<u>\$1,500,000</u>	Improvement Size	<u>235,224 sf.</u>	<u>\$6.38</u>	<u>/Per SF</u>
Vendor	<u>Firm Foundation of IN, Inc.</u>	Vendee	<u>Midland North, LLC</u>		<u>5.400 ac.</u>	<u>\$277,778</u>	<u>/Per AC</u>
Property Address	<u>218 & 220 S. Union St, approx. 301 & 305 S. Cherry St</u>			City	<u>Westfield</u>		
Legal Description	<u>Pt of the NW ¼ of Sec. 6, Twp. 18 N, Range 4 E</u>			Document #	<u>2021-58024</u>		
Rec. Consideration	<u>\$10.00 OVC</u>	Sale info. Verified By	<u>Sales Disclosure/Vendee</u>	Date Ver.	<u>2-10-2022</u>		
Financing	<u>Cash to Seller</u>			Zoning	<u>PUD</u>		
Condition of Sale	<u>Arms length</u>			Highest & Best Use	<u>Commercial</u>		

DESCRIPTION of LAND

Dimensions/Size Irregular (5.400 acres)+/-

Land Improvements	Drives	<u>No</u>	Walks	<u>No</u>	Landscaping	<u>No</u>	Trees	<u>Yes</u>	Well	<u>No</u>
	Septic	<u>No</u>			Fence	<u>No</u>			Pond	<u>No</u>
Available Services	Road	<u>Asphalt</u>	City Water	<u>Yes</u>	City Sewer	<u>Yes</u>	Gas	<u>Yes</u>	Other	<u>E, T</u>
Land Topography	Level		Drainage	<u>Adequate</u>	Quality of Soils			<u>Typical for area</u>		

Comments

Recorded 8/9/2021 Parcel ID# 29-10-06-101-026.000-015, 29-10-06-101-027-000.015, 29-10-06-101-029-001.015, 29-10-06-101-029-000.015

The subject consists of four contiguous parcels located on the east side of South Union Street, approximately 335 feet south of East Main Street (State Road 32), and extends southeast to South Cherry Road.

The property is improved with an industrial building, detached garage, and a two-unit residential dwelling with supporting land improvements at the time of the sale that is reported to be razed for re-development. Any interim contributing value of these items is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed-use development known as Union Square at Grand Junction.

The subject is located approximately 72% within the floodway.

SDF ID – 29 2021 7006486

Appraiser's Name	<u>Michael Hazeltine</u> <u>Randy Newman</u> (Type or Print)	Broker No.	<u>RB14014573</u> <u>N/A</u>	Appraisal Lic. No.	<u>CG49900296</u> <u>TR41100003</u>
------------------	--	------------	---------------------------------	--------------------	--

County	<u>Hamilton</u>	Township	<u>Washington</u>	Type Property	<u>Bare Land</u>
Project No.	<u>2002535</u>	Insp. Date	<u>2-10-2022</u>	Comp. No.	<u>CBL-11</u>

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking NW from Union St.



Sketch GIS (Aerial)

Date Sold	3/25/2021	Act. Price	\$915,000	Site Size	0.506 Ac	\$1,808,300	/Per Acre
					22,069 SF	\$41.46	/Per SF
Vendor	David L. & Becky C. Weiss			Vendee	Union Square Plaza LLC		
Property Address	101 & 103 S. Union St.			City	Westfield, IN		
Legal Description	Lot #24 & Pt Lot #23 Orig Plat of Town, now City of Westfield			Doc #	2021023557		
Rec. Consideration	\$10 & OVC			Sale Info. Verified By	IRED/Public Records/Buyer		
Financing	Cash			Date Ver.	7/6/2021		
Condition of Sale	Arm's Length			Zoning	Union Square at Grand Junction PUD		
				Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size Rectangular – total area per area comp. sheet is 25,864 sq. ft. minus exception of 3,795 = 22,069 sq. ft.

Land Improvements	Drives	Conc	Walks	Conc	Landscaping	No	Trees	Yes	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate		Quality of Soils	Typical for Area			

Assessor parcel number 28-09-01-204-006.000-015.

This is the sale of a commercial property located at the southwest corner of Main Street and Union Street in Westfield, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 8 for this project.

*Comparable originally developed by Stephanie J. Yott and James A. Yott.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	9/21/2021	Comp. No.	CBL-18
County	Hamilton	Township	Washington				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking S from Main St. – Google photo

Sketch

GIS (Aerial)

Date Sold	10/30/2020	Act. Price	\$1,200,000	Site Size	0.591 Ac	\$2,030,457	/Per Acre
Vendor	LBM Properties LLC	Vendee	Union Square Plaza LLC		25,740 SF	\$46.62	/Per SF
Property Address	137 W. Main St.			City	Westfield, IN		
Legal Description	Lot 1 in Roberts Add'n. & Pt NEQ NEQ S1 T18N R3E			Doc #	2020080350		
Rec. Consideration	\$10 & OVC	Sale info. Verified By	IREC/Public Records	Date Ver.	10/7/2021		
Financing	Cash	Zoning	Union Square at Grand Junction PUD				
Condition of Sale	Arm's Length	Highest & Best Use	Commercial				

DESCRIPTION of LAND

Dimensions/Size Rectangular – 156' x 165' = 25,740 SF or 0.591 acres-r

Land Improvements	Drives	Conc	Walks	Conc	Landscaping	Yes	Trees	Yes	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate	Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-002.000-015.

This is the sale of a commercial property located at the southeast corner of Main Street and Mill Street in Westfield, IN. None of this land is located in a designated flood hazard area or designated wetlands area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 8 for this project.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015	Insp. Date	10/7/2021	Comp. No.	CBL-21
County	Hamilton	Township	Washington				

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View	Looking E along SR 32		Sketch	GIS (Aerial)	
Date Sold	10/28/2021	Act. Price	\$300,000	Site Size	15,398 SF
Vendor	H & N Realty LLC	Vendee	Union Square Plaza LLC		\$19.48 /Per SF
Property Address	125 W. Main St.	City	Westfield, IN		
Legal Description	Pt E1/2 NEQ S1 T18N R3E	Doc #	2021081081		
Rec. Consideration	\$1 + OVC	Sale info. Verified By	Seller/Public Records	Date Ver.	11/12/2021
Financing	Cash	Zoning	Union Square at Grand Junction PUD		
Condition of Sale	Arm's Length	Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size	Rectangular – 15,398 SF									
Land Improvements	Drives	Asphalt	Walks	Yes	Landscaping	No	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared	Drainage	Adequate		Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-005.000-015.

This is the sale of a commercial property located on the south side of Main Street between Union Street and Mill Street in Westfield, IN. There is an alley which runs along the tract's eastern boundary. Over half of this tract is located in a designated flood hazard area. The property had a commercial building and supporting improvements on it at the time of sale that are reportedly to be razed for re-development. Any interim contributing value of the building is considered to be offset by future razing expenses. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 11 for this project. The sale price was verified by the buyer, as the sales disclosure form was not available as of 11/12/2021. The site size per deed is 0.39 acres (16,988 SF). The site size shown above (15,398 SF) is per the supplied documents for Parcel 11 for this project.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	2002535 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015				
County	Hamilton	Township	Washington	Insp. Date	10/7/2021	Comp. No.	CBL-23

SALES OF COMPARABLE PROPERTIES UNIMPROVED LAND COMPARABLE



Photo View Looking E along SR 32



Sketch GIS (Aerial)

Date Sold	10/22/2021	Act. Price	\$400,000	Site Size	18,095 SF	\$24.85	/Per SF
Vendor	Broken Bones Enterprises LLC			Vendee	Union Square Plaza LLC		
Property Address	131 W. Main St.				City	Westfield, IN	
Legal Description	Pt NEQ S1 T18N R3E				Doc #	2021081021	
Rec. Consideration	\$1 + OVC	Sale info. Verified By	Seller/Public Records		Date Ver.	11/12/2021	
Financing	Cash			Zoning	Union Square at Grand Junction PUD		
Condition of Sale	Arm's Length			Highest & Best Use	Commercial		

DESCRIPTION of LAND

Dimensions/Size	Irregular - 18,095 SF									
Land Improvements	Drives	Gravel	Walks	No	Landscaping	No	Trees	No	Well	No
	Septic	No			Fence	No			Pond	No
Available Services	Road	Asphalt	City Water	Yes	City Sewer	Yes	Gas	Yes	Other	Electric
Land Topography	Level, cleared		Drainage	Adequate	Quality of Soils	Typical for Area				

Assessor parcel number 29-09-01-204-003.000-015.

This is the sale of a vacant tract located on the south side of Main Street between Union Street and Mill Street in Westfield, IN. Over half of this tract is located in a designated flood hazard area. At the time of sale the property was unimproved with land improvements including gravel drive and maintained lawn. The buyer in this transaction is planning to combine this land with other nearby tracts and build a mixed use development known as Union Square at Grand Junction. This sale is part of Parcel 9 for this project. The sale price was verified by the buyer, as the sales disclosure form was not available as of 11/12/2021.

Appraiser's Name	Lonnie Miller	Lic. No.	CG40200140	Code	7228	Project	1801731 (SR 32)
Appraiser's Name	Glenn Dickerson	Lic. No.	CG41100015				
County	Hamilton	Township	Washington	Insp. Date	10/7/2021	Comp. No.	CBL-22



Coots, Henke & Wheeler
ATTORNEYS AT LAW

September 9, 2022

E. Davis Coots*

James K. Wheeler*

Jay Curts

James D. Crum

Jeffrey S. Zipes*

Matthew L. Hinkle*

Daniel E. Coots

Brandi A. Gibson*

Ryan H. Cassman*

Alex Emerson

Jenna M. Bailey

Betsy Sommers*

*Registered Mediator

Jim Stark
100 North Senate Avenue, Room N758
Indianapolis, IN 46204

Re: Excess Right of Way US Highway 31 and West Park Street, Westfield, IN
Our File No. 23954.003

Dear Mr. Stark:

As a supplement to our conversation regarding the above-captioned matter, I am supplying information required in order to abandon the described excess right of way, I enclose various documents supporting the request as follows:

1. An aerial view of the trapezoidal shaped parcel outlined in pink on the enclosed GIS aerial bounded on the North by West Park Street, to the West by US Highway 31 Right of Way; to the South by the old Central Railroad right of way (now owned by DLMGJ, LLC from the City of Noblesville) and to the East an approximate 1.72-acre parcel owned by DLMGJ, LLC.
2. A schematic (numbered 2) taken from the Giles Engineering Associates dated November 8, 1990 Environmental Property Survey to orient the location of various businesses existing at that time prior to the US Highway 31 expansion. I have attempted to draw the parcel on the Lot upon which Occasions Restaurant was located that was sold to Friends, LLC an Indiana Limited Liability Company doing business as the Park Street Pub.
3. Friends, LLC sold the property to my client, DLMGJ, LLC per the attached Limited Liability Company Warranty Deed March 30, 2017 and recorded April 5, 2017 in the Hamilton County Indiana Recorder's Office.
4. DLMGJ, LLC acquired what is identified on Exhibit 2 as "subject site vacant parcel" and "subject site developed parcel" that became the Hardees Restaurant. Hardees conveyed the combination of parcels as shown in the upper left-hand corner of the enclosed Limited Warranty Deed to DLMGJ, LLC on April 24, 2018.

OF COUNSEL:

Steven H. Henke

255 East Carmel Drive
Carmel, IN 46032

317-844-4693
FAX: 317-573-5385
WWW.CHWLAW.COM

A Professional Corporation

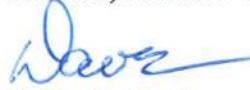
Jim Stark
September 9, 2022
Page 2

5. DLMGJ, LLC has acquired the old Central Railroad right of way bordering this parcel to the South from the City of Noblesville by the enclosed Quit Claim Deed executed August 23, 2022 and recorded September 6, 2022 as Exhibit 5.
6. And of course, the property to the West is the US Highway 31 Right of Way taken by the State through a number of acquisitions in calendar years 2010-2012.

If there is any additional information I can provide to you, please feel free to contact me.

Very truly yours,

COOTS, HENKE & WHEELER, P.C.



E. Davis Coots

EDC/co
Enclosures
cc: Daniel L. Moyer w/enclosures

0 50 100

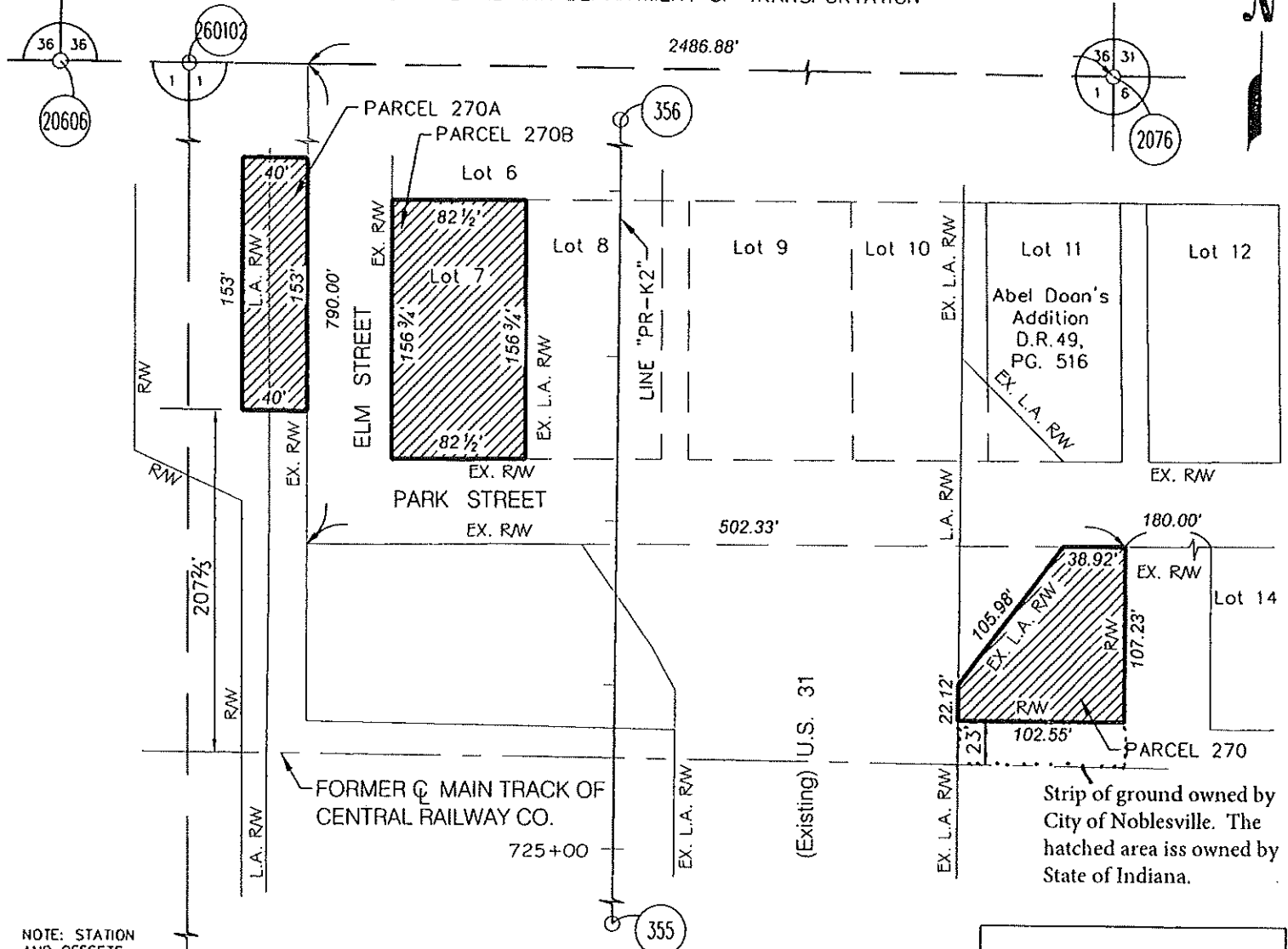


SCALE: 1" = 100'

EXHIBIT "B"

RIGHT-OF-WAY PARCEL PLAT

PREPARED BY R.W. ARMSTRONG & ASSOCIATES, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

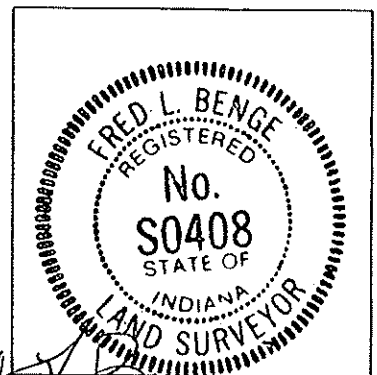


COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
353	53827.5171	48904.6038	679+85.52	0.00	-	"PR-K2"
355	58151.6862	48342.5853	723+59.67	0.00	-	"PR-K2"
356	60003.5274	48356.3729	742+11.56	0.00	-	"PR-K2"
2076	* REFER	TO L.C.R.S.				
20606	* REFER	TO L.C.R.S.				
260102	* REFER	TO L.C.R.S.				
260103	* REFER	TO L.C.R.S.				

SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS INSTRUMENT NO. 2009053314 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").



FRED L. BENGE DATE
REG. LAND SURVEYOR No. LS0408

OWNER: WESTFIELD LP GAS CORPORATION

PARCEL: 270

ROAD: U.S. 31

COUNTY: HAMILTON

SECTION: 1 PROJECT: 0710215

TOWNSHIP: 18 NORTH DES. No.: 0900265

RANGE: 3 EAST CODE: 5310



HATCHED
AREA IS THE
APPROXIMATE
TAKING

DRAWN BY: D.TRUEBLOOD DATE: 08-11-11

CHECKED BY: F. BENGE DATE: 08-15-11

WARRANTY DEED INSTR. #200400060064

DATED: 08-25-2004

WARRANTY DEED INSTR. #200400060066

DATED: 08-25-2004

WARRANTY DEED INSTR. #200400060067

DATED: 08-25-2004

KEY No. 29-09-01-201-009.000-015

TAKING = 0.297 Ac.

KEY No. 29-09-01-207-001.000-015

TAKING = 0.190 Ac.

KEY No. 29-09-01-201-013.000-015

TAKING = 0.141 Ac.

Note: Not to Scale; intended
to show property uses
in the general vicinity.

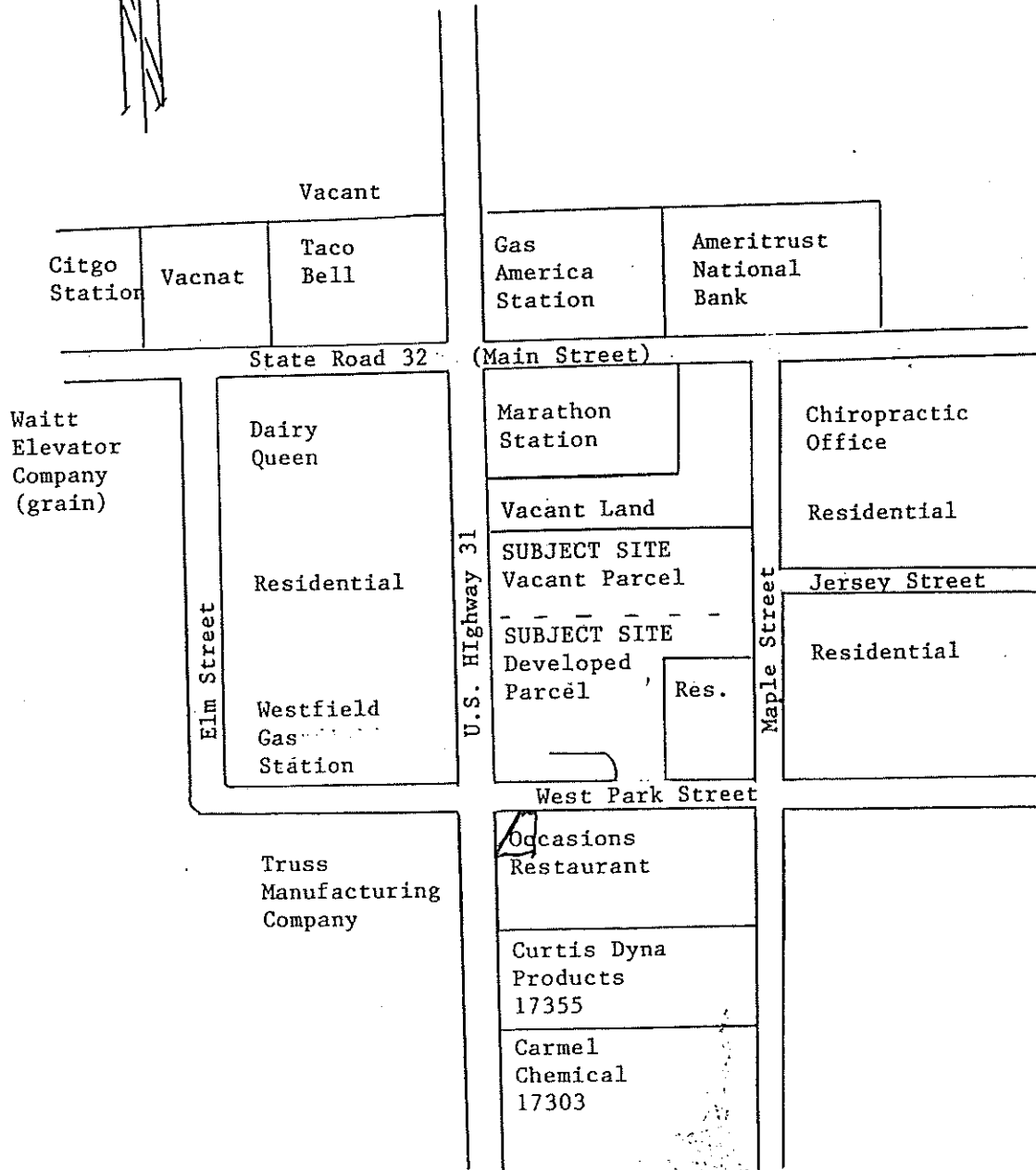


FIGURE 4
AREA PROPERTY USAGE
Not to Scale

Existing Hardee's Restaurant
West Park Street
Westfield, Indiana
GEA Project No. E-900922

3

2017014838 WD \$20.00
04/05/2017 03:03:17PM 3 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented



DULY ENTERED FOR TAXATION
Subject to final acceptance of transfer
5th day of April 2017 - JKT
Robin M. Mills Auditor of Hamilton County
Parcel # 09-09-01-02-07-002.000

bpg

LIMITED LIABILITY COMPANY WARRANTY DEED

THIS INDENTURE WITNESSETH, that Friends, L.L.C., an Indiana limited liability company("Grantor"), CONVEYS AND WARRANTS to DLM, GJ LLC, an Indiana limited liability company, ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, in the State of Indiana ("Real Estate"), to-wit:

Lots numbered 14, 29, and the West half of Lot 30 in Abel Doan's Addition, an addition in the Town of Westfield, in Hamilton County, Indiana, as per plat thereof recorded in Deed Record 49 Page 516 in the Office of the Recorder of Hamilton County, Indiana.

Also:

A tract of land West of and adjoining the above described real estate in part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northeast Quarter of Section 1 Township 18 North, Range 3 East; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) on and along the North line thereof 73.00 feet; thence South 00 degrees 11 minutes 40 seconds West parallel with the West line of said Quarter 790.00 feet to the South line of Park Street in Abel Doan's Addition to Westfield, as per plat thereof recorded in Deed Record 49 pages 516 and 517 in the Office of the Hamilton County Recorder; thence South 90 degrees 00 minutes 00 seconds East on and along said South line 502.33 feet to the True Beginning Point of this description at a point 180.00 feet North 90 degrees 00 minutes 00 seconds West of the Northwest corner of Lot 14 in said Abel Doan's Addition thence North 90 degrees 00 minutes 00 seconds East on and along the South line of Park Street aforesaid 180.00 feet to the Northwest corner of said Lot 14, thence South 00 degrees 11 minutes 40 seconds West on and along the West line thereof 111 2/3 feet (110.90 feet measured) to the Southwest corner of said Lot 14 on the North line of the Central Indiana Railroad; thence North 89 degrees 44 minutes 00 seconds West on and along said North line 180.00 feet; thence North 00 degrees 11 minutes 40 seconds East parallel with the West line of Lot 14 aforesaid, 110 feet (110.06 feet measured) to the True Beginning Point; containing in all, including Lots 14, 29 and the West half of Lot 30, 1.72 acres, more or less.

Subject to (i) all easements, highways, rights-of-way, covenants, conditions, restrictions and other matters of record, (ii) all current, non-delinquent real estate taxes and assessments; and (iii) all matters that would be disclosed by an accurate survey or physical inspection of said real estate.

Grantor is a limited liability company duly organized and existing under the laws of Indiana, and the undersigned executing this deed on behalf of Grantor is fully empowered by proper action of the members of Grantor to execute and deliver this deed. Grantor has full capacity to convey the Real Estate and all necessary limited liability company action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused the execution of this Limited Liability Company Warranty Deed by its duly authorized representative this 30 day of MARCH, 2017.

Friends, L.L.C.

By: [Signature]
Gary Huffman, Authorized Member

STATE OF Georgia)
COUNTY OF Dougherty)

Before me, a Notary Public in and for said County and State, personally appeared **Gary Huffman** an authorized Member of **Friends, L.L.C.**, a limited liability company and acknowledged the execution of the foregoing Warranty Deed as such member acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30 day of March, 2017.

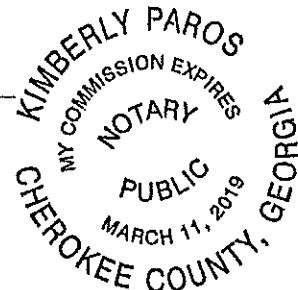
[Signature] Signature
Kimberly Paros
Printed Name Notary Public

My Commission Expires:

3/11/2019

County of Residence:

Dougherty



Friends, L.L.C.

By: James Pickering
James Pickering, Authorized Member

STATE OF INDIANA)

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared **James Pickering**, an authorized Member of **Friends, L.L.C.**, a limited liability company, and acknowledged the execution of the foregoing Warranty Deed as such member acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 4 day of April, 2017.



[Signature]
Signature

Printed Name _____ Notary Public

My Commission Expires: _____

County of Residence: _____

Grantee's Address & Send tax notices/statements to: 13240 Ditch Road, Carmel, IN
46032

Return Deed to: Stewart Title Company, 20 E. 91st St., Indianapolis, IN 46240
Stewart File No. 01077-19659

This instrument was prepared by: David L. Walsh, Attorney at Law, #993-49

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. /s/ David L. Walsh

4

DULY ENTERED FOR TAXATION
Subject to final acceptance of transfer
30th day of May 2018 - HG
John M. Miller Auditor of Hamilton County
Parcel # 09-09-01-02-02-001.101
Parcel # 09-09-01-02-02-021.000
Parcel # 09-09-01-02-02-023.000
Parcel # 09-09-01-02-02-022.000
Parcel # 09-09-01-02-02-020.000
Parcel # N/P

2018023285 WD \$25.00
05/30/2018 01:12:25PM 8 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented


JDB

BG

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that HARDEE'S RESTAURANTS LLC, a Delaware limited liability company ("Grantor"), with an address of Attn.: Real Estate Asset Management, 1325 N. Anaheim Blvd., Anaheim, California 92801, CONVEYS, TRANSFERS AND SPECIALLY WARRANTS to DLM, GJ LLC, an Indiana limited liability company ("Grantee"), with an address of 14727 US 31 North, Carmel, Indiana 46032, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, in the State of Indiana (the "Real Estate"):

See Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER, TO real estate taxes and assessments and personal property taxes for the current year, all covenants, conditions, restrictions, reservations, easements and encumbrances and other matters of public record, zoning regulations, mineral rights reserved or conveyed to others, public and private rights-of-way, vacated alleyways and the right of the public to use the same, special exceptions to Grantee's title commitment which are not of public record including, without limitation, that certain Electric Underground Line Easement granted by Hardee's Food Systems, Inc. to Public Service Company of Indiana, Inc. dated April 17, 1989, as well as matters which would be revealed by a current, accurate survey (the "Permitted Exceptions").

FURTHER SUBJECT to the following Use Restrictions (as such term is defined below) given by the Grantee, which such Use Restrictions shall run with the land and shall be binding upon all parties having any right, title or interest in and to said Real Estate or any part thereof, and their heirs, personal representatives, successors and assigns. Grantor and its successors and assigns shall have the right to enforce the restrictions on use and requirements for the use of the Real Estate. The Real Estate shall not be used as a nationally-recognized fast food hamburger or Mexican food chain restaurant (such as a McDonald's®, Wendy's®, Burger King®, or Taco Bell®) (collectively, the "Use Restrictions").

FURTHER SUBJECT to the following restrictive covenants given by the Grantee, which such restrictive covenants shall run with the land and shall be binding upon all parties having any right, title or interest in and to said Real Estate or any part thereof, and their heirs, personal representatives, successors and assigns: The Grantee covenants and agrees that the Use Restrictions contained in this deed are hereby declared to be covenants running with the land and the Real Estate and shall be fully binding upon all persons acquiring the Real Estate or any portion thereof whether by descent, devise, grant, deed, purchase

E-RECORDED

simplifile®

ID: 2018023285County: Hamilton INDate: 5-30-2018 Time: 1:12 pm

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that HARDEE'S RESTAURANTS LLC, a Delaware limited liability company ("Grantor"), with an address of Attn.: Real Estate Asset Management, 1325 N. Anaheim Blvd., Anaheim, California 92801, CONVEYS, TRANSFERS AND SPECIALLY WARRANTS to DLM, GJ LLC, an Indiana limited liability company ("Grantee"), with an address of 14727 US 31 North, Carmel, Indiana 46032, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Hamilton County, in the State of Indiana (the "Real Estate"):

See Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT, HOWEVER, TO real estate taxes and assessments and personal property taxes for the current year, all covenants, conditions, restrictions, reservations, easements and encumbrances and other matters of public record, zoning regulations, mineral rights reserved or conveyed to others, public and private rights-of-way, vacated alleyways and the right of the public to use the same, special exceptions to Grantee's title commitment which are not of public record including, without limitation, that certain Electric Underground Line Easement granted by Hardee's Food Systems, Inc. to Public Service Company of Indiana, Inc. dated April 17, 1989, as well as matters which would be revealed by a current, accurate survey (the "Permitted Exceptions").

FURTHER SUBJECT to the following Use Restrictions (as such term is defined below) given by the Grantee, which such Use Restrictions shall run with the land and shall be binding upon all parties having any right, title or interest in and to said Real Estate or any part thereof, and their heirs, personal representatives, successors and assigns. Grantor and its successors and assigns shall have the right to enforce the restrictions on use and requirements for the use of the Real Estate. The Real Estate shall not be used as a nationally-recognized fast food hamburger or Mexican food chain restaurant (such as a McDonald's®, Wendy's®, Burger King®, or Taco Bell®) (collectively, the "Use Restrictions").

FURTHER SUBJECT to the following restrictive covenants given by the Grantee, which such restrictive covenants shall run with the land and shall be binding upon all parties having any right, title or interest in and to said Real Estate or any part thereof, and their heirs, personal representatives, successors and assigns: The Grantee covenants and agrees that the Use Restrictions contained in this deed are hereby declared to be covenants running with the land and the Real Estate and shall be fully binding upon all persons acquiring the Real Estate or any portion thereof whether by descent, devise, grant, deed, purchase

or otherwise, and any person by the acceptance of title to the Real Estate or any portion thereof shall be deemed to have thereby agreed and covenanted to abide by and fully perform the foregoing covenants; provided, however, that all of the restrictive covenants contained herein, including the Use Restrictions shall terminate and expire on that date which is twenty (20) years from the date hereof; and the right to enforce these restrictions and covenants shall inure to and be enforceable by the Grantor and its successors and assigns; and if the Grantee shall violate or attempt to violate the covenants herein, the Grantor shall have the right to pursue any legal or equitable remedy allowable under applicable law, and the Grantor may prosecute any proceedings against the then-owner of the Real Estate and any other person or entity violating or attempting to violate such covenant; and the failure by the Grantor to enforce any covenant or agreement contained herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; and if any provision of this instrument is declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any remaining portion of this instrument, and such remaining portions shall remain in full force and effect; and the Grantee expressly acknowledges and covenants and agrees that, because of the nature of the grant and the covenants herein, the Grantor and its assigns will be entitled to specific performance (and such other legal or equitable relief as may be available under applicable law) in the event that the Grantee breaches any terms of this instrument; and this instrument will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns and, where appropriate, administrators, executors, personal representatives and heirs; and wherever this instrument refers to the Grantor or the Grantee, such reference shall include the Grantor's successors and assigns or the Grantee's successors and assigns, respectively (collectively, the foregoing are referred to as the "General Covenants").

TO HAVE AND TO HOLD the Real Estate and all privileges and appurtenances thereto belonging to the Grantee in fee simple. The Grantor covenants with the Grantee, that Grantor will SPECIALLY WARRANT AND DEFEND the title against the lawful claims of all persons claiming by, under or through Grantor, but none other, excepting, however, the Permitted Exceptions.

Tax bill should be mailed to: DLM, GJ LLC, 14727 US 31 North, Carmel, Indiana 46032.

IN WITNESS WHEREOF, Grantor and Grantee have caused this deed to be executed effective as of April 24, 2018.

[Signatures Appear on the Following Page]

SIGNATURE PAGE TO LIMITED WARRANTY DEED

"GRANTOR"

HARDEE'S RESTAURANTS LLC,
a Delaware limited liability company

By: 
Printed Name: Kathy Steininger
Title: Vice President
Real Estate Asset Management

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2018, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of Hardee's Restaurants LLC, a Delaware limited liability company, known to be the person who executed this within Limited Warranty Deed on behalf of said limited liability company and acknowledged to me that he/she executed the same for purposes therein stated.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

Notary Public

My commission expires: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

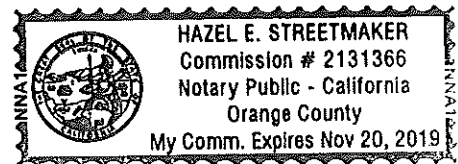
On April 18, 2018 before me, Hazel E. Streetmaker, Notary Public, personally appeared Kathy Steininger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Hazel E. Streetmaker

(Seal)



SIGNATURE PAGE TO LIMITED WARRANTY DEED

"GRANTEE"

DLM, GJ LLC,
an Indiana limited liability company

By: [Signature]
Printed Name: DANIEL L MOYER
Title: MANAGING PARTNER

STATE OF Indiana)
COUNTY OF Marion)

On this 23rd day of APRIL, 2018, before me, Catherine A McKibben, a Notary Public in and for said State, personally appeared Daniel L Moyer, the managing partner of DLM, GJ LLC, an Indiana limited liability company, known to be the person who executed this within Limited Warranty Deed on behalf of said limited liability company and acknowledged to me that he/she executed the same for purposes therein stated.

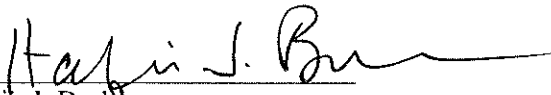
IN TESTIMONY WHEREOF, I have here unto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

[Signature]
Notary Public

My commission expires: 7/1/2023



Prepared by: This instrument was prepared by Halpin J. Burke, Thompson Coburn LLP, One US Bank Plaza, St. Louis, Missouri 63101. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document as required by law.



Halpin J. Burke

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana; also parts of Lots 10 and 11, and all of Lot 12, together with the 16.5 foot North-South alley lying between Lots 11 and 12 all in Abel Doan's Addition to the Town of Westfield Indiana per plat thereof recorded in Deed Record 49, page 516 in the Office of the Hamilton County Recorder; all being more particularly described as follows:

Commencing at the intersection of the North line of said Northeast quarter with the Northerly extension of the West right of way of Maple Street as per plat of said Abel Doan's Addition; thence South 00 degrees 04 minutes 26 seconds East (basis of bearings is North line of said Northeast Quarter-North 90 degrees 00 minutes 00 seconds East) along said Northerly extension and along said West right of way line a distance of 260.00 feet to the Point of Beginning; thence continuing South 00 degrees 04 minutes 26 seconds East along said West right of way line a distance of 321.25 feet to the Northeast corner of Lot Number 13 in said Abel Doan's Addition; thence South 90 degrees 00 minutes 00 seconds West along the North line of said Lot 13 a distance of 82.50 feet to the Northeast corner of Lot Number 12; thence South 00 degrees 04 minutes 26 seconds East along the East line of Lot Number 12 a distance of 156.75 feet to the Southeast corner of said Lot 12; thence North 90 degrees 00 minutes 00 seconds West along the South line of said Lots 12 and 11 a distance of 136.98 feet to a point on the Easterly right of way line of U.S. Highway 31; thence North 44 degrees 39 minutes 05 seconds West along said right of way line a distance of 88.81 feet to an angle point in the East 87 foot right of way line of U.S. Highway 31; thence North 00 degrees 32 minutes 00 seconds East along said right of way line a distance of 414.84 feet to a point distant 260.00 feet South of the North line of said Northeast Quarter (as measured parallel with Maple Street); thence North 90 degrees 00 minutes 00 seconds East parallel with said North line a distance of 277.41 feet to the Point of Beginning.

LESS AND EXCEPT any and all property conveyed to third parties including any and all property conveyed to Jeffrey S. Jackson and Timothy L. Shaw pursuant to that certain Special Corporate Warranty Deed dated as of February 13, 1996 and recorded as Instrument No. 9609607590 in the Hamilton County Recorder's Office, which property is more particularly described as follows:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian in Hamilton County, Indiana, being described as follows:

Commencing at the intersection of the North line of said Northeast Quarter with the Northerly extension of the West right of way line of Maple Street as per the plat of Abel Doan's Addition to the Town of Westfield, Indiana recorded in Deed Record 49, page 516 in the Office of the Hamilton County Recorder; thence South 00 degrees 04 minutes 26 seconds West (basis of bearings is: North line of said Northeast Quarter - North 90 degrees 00 minutes 00 seconds East) along said Northerly extension and along the West right of way of Maple Street a distance of 260.00 feet to the Point of Beginning; thence continuing South 00 degrees 04 minutes 26 seconds West along said West right of way line a distance of 171.75 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the North line of said Northeast Quarter a distance of 278.12 feet to the East 87 foot right of way line of U.S. Highway 31; thence North 00 degrees 32 minutes 00 seconds East along said East right of way a distance of 171.75; thence North 90 degrees 00 minutes 00 seconds East parallel with the North line of said Northeast Quarter a distance of 276.75 feet to the Point of Beginning.

AND

TRACT 2:

LOT NUMBERED 13 IN ABEL DOAN'S ADDITION TO THE TOWN OF WESTFIELD, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGE 516 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

2022043827 QCD \$25.00
09/06/2022 10:08:18AM 4 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

LLP

M	DULY ENTERED FOR TAXATION
	Subject to final acceptance of transfer
	6th day of September 2022 - JNG
	<i>Robin M. Mills</i> Auditor of Hamilton County
Parcel # 09-09-01-02-07-025.003	



QUITCLAIM DEED

Document Cross Reference Numbers: 2017014838 and 2008026407

THIS INDENTURE WITNESSETH that the CITY OF NOBLESVILLE, Hamilton County, Indiana ("Grantor"), QUITCLAIMS AND DEDICATES to DLM GJ, LLC, an Indiana limited liability company, ("Grantee"), for good and valuable consideration, the real estate in Hamilton County, Indiana described below (the "Real Estate"):

See the attached Legal Description marked as Exhibit "A".

Parcel ID No.: 09-09-01-02-07-025.000

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

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

EXEMPT FROM
SALES DISCLOSURES

TS

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 23rd day of August, 2022

"GRANTOR"

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

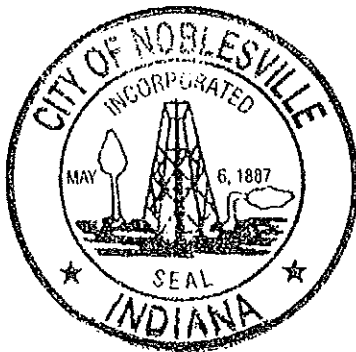
By: [Signature]
Jack Martin, President

By: [Signature]
John Elmer, Member

By: [Signature]
Laurie Dyer, Member

By: [Signature]
Rick Taylor, Member

By: _____
John Ditslear, Member



ATTEST:

[Signature]
Evelyn L. Lees, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jack Martin, John Elmer, Laurie Dyer, Rick Taylor and ~~John Ditslear~~, by me known to be the members of the City of Noblesville, Board of Public Works and Safety, and Evelyn L. Lees, Clerk of the City of Noblesville, who having been duly sworn upon his/her oath acknowledged his/her authority to execute the foregoing QuitClaim Deed for and on behalf of the City of Noblesville, Indiana.

Witness my hand and Notarial Seal this 23rd day of August, 2022.



(Signature) [Signature]

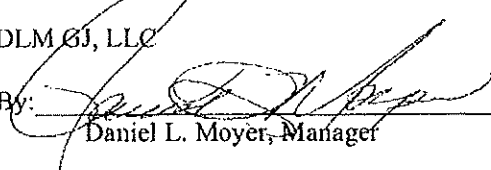
(Printed) Lindsay Downing

Notary Public residing in Hamilton County

My Commission expires: 03/29/2024

ACCEPTED BY "GRANTEE"

DLM GJ, LLC

By: 

Daniel L. Moyer, Manager

STATE OF INDIANA)

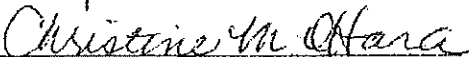
) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Daniel L. Moyer, Manager of DLM GJ, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing QuitClaim Deed for and on behalf of DLM GJ, LLC.

Witness my hand and Notarial Seal this 2nd day of September, 2022.

(Signature)



(Printed Name)

Christine M. O'Hara

Notary Public residing in

Hamilton County

My Commission expires:

9-21-2029

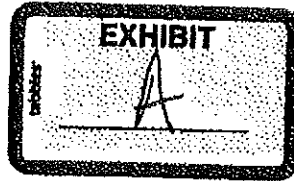


Mail tax statements: DLM GJ, LLC, Daniel L. Moyer, 14727 Thatcher Lane, Carmel, IN 46032

Please return recorded instrument to: E. Davis Coots, Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032

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: E. Davis Coots

This instrument was prepared by: E. Davis Coots, Esq., Coots, Henke & Wheeler, P.C., 255 E. Carmel Drive, Carmel, IN 46032 - 317-844-4693



Noblesville Right-of-Way Parcel

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian in Washington Township of Hamilton County, Indiana, being more particularly described as follows:
Commencing at the Northeast corner of Lot 29 in Abel Doan's Addition to the City of Westfield, Indiana, the plat of which is recorded in Deed Record 49, Page 516 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 49 minutes 29 seconds West (assumed bearing) along the North line thereof (also being the South line of Park Street) a distance of 15.03 feet to the West Right-of-Way line of Westfield Boulevard; thence South 89 degrees 50 minutes 30 seconds West along the South line of Park Street a distance of 566.47 feet to East line of a deed to the State of Indiana and recorded as Instrument Number 2012060738; thence South 00 degrees 04 minutes 16 seconds West along the East line thereof a distance of 107.23 feet to the Point of Beginning; thence North 89 degrees 53 minutes 54 seconds West along the South line thereof a distance of 103.03 feet to the East Right-of-Way line of US 31; thence South 00 degrees 22 minutes 03 seconds West along the East line thereof a distance of 23.83 feet to the centerline of the former Central Indiana Railway; thence South 89 degrees 55 minutes 47 seconds East along the centerline thereof a distance of 103.15 feet; thence North 00 degrees 04 minutes 16 seconds East a distance of 23.78 feet to the Point of Beginning, containing 0.06 acres, more or less.

Attachment 2

As stated in Paragraph C. Amendment, and Section 23, Entire Agreement of the agreement between H & N Outdoor Services, LLC and the City of Westfield dated January 26th, 2022, this agreement is being modified to include the attached “Revised Low Profile Site Spreadsheet”.

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

Additions:

- 151st E of Oak-\$1800.00
- 191st Street US31 to Tomlinson-\$5900.00
- Dartown and Enterprise-\$1320.00
- Grand Park Blvd North-\$18,540.00
- Grassy Branch N of 32-\$1230.00
- Kinsey Ave. Bridge-\$1670.00
- Waterleaf Drive-\$2450.00
- US31 Annual Native Cut Back-\$44,720.00

Total Increase= \$77,630.00

Adjusted Annual Contract Amount-\$192,677.50

To be paid in 10 monthly payments of \$19267.75 beginning in February 2023

Contracting Party:

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

Vendor:

H & N Landscape Services, LLC
PO Box 206
Sheridan IN, 46069

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit B

LOW-PROFILE SITE SPREADSHEET

Location	Site Description	Mowing Occurrences	Site Annual Cost
146 th and Greyhound Pass	C	26	\$ 1,525.00
151st E of Oak	C	26	\$ 1,800.00
151 st Street Median	C	26	\$ 1,525.00
156 th Monon Connector	B	18	\$ 1,125.00
161 st and Union RAB	C	26	\$ 9,187.50
169 th and Spring Mill RAB	C	26	\$ 8,750.00
169 th Oak Ridge to the Monon	B	18	\$ 1,125.00
171 st and Carey RAB	C	26	\$ 1,750.00
175 th St Dartown to Austrian Pine	A	18	\$ 900.00
186 th Spring Mill to Wheeler	D	26	\$ 16,625.00
186 th and Spring Mill RAB	C	26	\$ 4,812.50
191 st and US31	C	26	\$ 2,625.00
191 st Street Barn	A	18	\$ 900.00
191st Street US31 to Tomlinson	C	26	\$ 5,900.00
Dartown and Enterprise	B	18	\$ 1,320.00
Dean Road	B	18	\$ 3,375.00
Ditch SR32 to Casey RAB (DRE)	B	18	\$ 6,750.00
Ditch and Somerville RAB	C	26	\$ 1,525.00
East Street 196 th to SR38	B	18	\$ 6,075.00
Grand Park Blvd	C	26	\$ 5,900.00
Grand Park Blvd North	C	26	\$ 18,540.00
Grassy Branch N of 32	B	18	\$ 1,230.00
Greyhound CT. and 151st	C	26	\$ 1,525.00
Greyhound Pass @ Bainbridge	C	26	\$ 1,525.00
Kinsey Ave Bridge	C	26	\$ 1,670.00
Mower Garage	B	18	\$ 1,125.00
North Union and East Street	C	26	\$ 3,500.00
Osbourne Park	B	18	\$ 5,400.00
East Park Street	B	18	\$ 3,037.50
Raymond Worth Park	B	18	\$ 4,725.00
South Union Street – Old Fire Station	C	26	\$ 1,750.00
SR32 and Gurley Street	A	18	\$ 900.00
Waterleaf Drive	C	26	\$ 2,450.00
Westfield Blvd – 151 st and US31	C	26	\$ 4,375.00
Westfield Blvd – 169 th and SR32	C	26	\$ 6,125.00
Westfield Business Park Ct	B	18	\$ 2,025.00
Westfield Business Park Rd	B	18	\$ 1,125.00
West Park Street	A	18	\$ 900.00
US31 On and Off Ramps (3 Areas)		13	\$ 2,535.00

US 31 Annual Native Cut Back (104 acres)		1	\$ 44,720.00
<u>TOTAL</u>			<u>\$192,677.50</u>



January 23, 2023

GAI Project No. R221031.00

Mr. Johnathon Nail, P.E.
Director of Public Works
City of Westfield
2706 East 171st Street
Westfield, Indiana 46074

**Fee Proposal
Bridge Replacement
Cherry Street over Grassy Branch**

Dear Mr. Nail:

This letter is our scope and fee proposal for GAI Consultants, Inc. (GAI) to provide professional engineering services for the replacement of the existing structure that carries Cherry Street over Grassy Branch.

Project Understanding

This project involves the replacement of the existing structure that carries Cherry Street over Grassy Branch in downtown Westfield, Indiana. The crossing is located on Cherry Street approximately 0.11 miles south of SR 32. The existing structure is a single span (~18 feet long) cast in place concrete structure. With a span less than 20 feet, the structure is not currently in the County Bridge Inventory. The project is to be funded with local funds.

It is an overarching goal of this bridge replacement project to evaluate and/or improve the existing hydraulic conditions such that the adjacent property in the southwest quadrant of the project could feasibly be developed. Floodplain changes will need evaluated and documented. It is estimated that this bridge was once undersized and creates a pinch point for the floodplain. While it is assumed that a proposed structure will require significant increases in span length, the extent of its hydraulic inadequacy will need studied. Recent changes to the hydraulics on Grassy Branch associated with the Grand Junction project will be evaluated during hydraulic analysis for this bridge. This region of Grassy Branch is a regulated drain (Anna Kendall Drain), and therefore Surveyor's Office Coordination will be required.

The urban setting for this bridge in close proximity to the Midland Trace Trail creates a desire to incorporate pedestrian facilities to the bridge and reconstructed approach roadway.

The scope of services in this proposal are for Phase 1 of project development and include services from Notice to Proceed (NTP) through a Scoping Report (15% level completion). At completion of Phase 1 Services, we will have completed Topographic Survey (no LCRS Plat), Hydraulic Analysis, and Bridge/Road Design (Scoping Report). Effort has been included in Phase 1 to account for a preliminary assessment of the project from other disciplines including environmental, permitting, and utility coordination. However, a detailed scope and fee for those complete services will not be included until Phase 2 of this project.

Scope of Services

1.0 Topographic Survey

- Topographic Survey will be performed by Etica. Their detailed scope and fee proposal for this task is included in Exhibit B.

2.0 Hydraulics

- Review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Effective November 19, 2014 indicates that both the existing bridge over Cherry Street and the entire adjacent southwest property are located in the Regulatory Floodway for Anna Kendall Drain. However,

there is a currently a Conditional Letter of Map Revision (CLOMR) in approval that remaps the floodway and floodplain and establishes base flood elevations (BFEs) for Anna Kendall Drain through the Project area.

- The CLOMR, prepared by Clark Dietz on June 22, 2022, was submitted to assess seven developments in the floodway of Anna Kendall Drain located upstream of the Cherry Street Bridge. GAI obtained and reviewed the CLOMR and found that the hydraulic modeling efforts for the study include the entire reach of Anna Kendall Drain (from the downstream confluence with Cool Creek to the 186th Street bridge) and FEMA's mapping in the area of the Cherry Street Bridge referenced above is proposed to be updated as part of the CLOMR process.
- The Existing Conditions Hydraulic Model presented in the CLOMR includes revisions to seven existing structures and the addition of four new structures located upstream of Cherry Street. Because several of these projects were in construction or already constructed at the time of the CLOMR, there is no proposed conditions model as part of the CLOMR effort, and the Existing Model is intended to represent the completed condition of each Project. In the area of the Cherry Street bridge the CLOMR model accounted for updated topography (one-foot contour data from Hamilton County) and ineffective flow areas to represent areas blocked by buildings, the existing bridge, and fencing on the southwest property to be evaluated for development.
- Thus, the Existing Conditions Hydraulic Model presented in the CLOMR is proposed to be used as the Existing Conditions Hydraulic Model for the Cherry Street Bridge Evaluation with the following modifications proposed:
 - Additional Cross Sections will be added to fully bound and accurately represent the existing fence on the southwest property; and
 - Bridge, roadway, and channel data from the topographic survey will be incorporated.
- According to U.S. Geological Survey (USGS) StreamStats, the drainage area to the Cherry Street Bridge is approximately 2.98 square miles. This watershed correlates to the drainage areas and corresponding peak flow rates along the reach published in the FEMA Flood Insurance Study (FIS), which were also utilized in the CLOMR and previously approved by Indiana Department of Natural Resources (IDNR). Thus, the same peak flow rates will be utilized for the Cherry Street Bridge evaluation. If additional hydrologic analysis of peak flow rates is required to support the project, that work can be conducted under a supplemental effort.
- The Existing Conditions Model described above will be utilized to evaluate both the surcharge and backwater caused by the existing bridge structure and the hydraulic effects of the existing fence located on the subject property for development. The floodplain and floodway boundaries will be shown on aerial map along with the bridge and property to be developed for demonstration.
- Pending the above, up to three conceptual proposed conditions hydraulic models will be developed with the goal of developing a conceptual hydraulic solution to allow for future development on the subject parcel. The following concepts will be evaluated:
 - Replacement of the Cherry Street bridge with a structure with a significantly larger hydraulic opening to reduce backwater. This option may require placement of fill in the floodway to raise roadway approaches, but it could reduce BFEs significantly enough to reduce the floodway area upstream of the bridge allowing for construction of the desired development.
 - Replacement of the bridge in-kind and development on the southwest property outside the delineated floodway boundary, or in a manner to result in no increase in BFE. This option will be largely dependent on the extent of the existing fencing and the corresponding obstruction to flow.
 - A combination of a bridge replacement with a slightly longer span and site grading to result in no increase in BFE.
- The conceptual options and corresponding floodway and floodplain boundaries will be presented to the City of Westfield on Figures for review and discussion.
- Upon selection of a proposed alternative, results of the existing and proposed hydraulic analysis will be summarized in a report and submitted to the City of Westfield for review.
- The selected alternative will be presented to IDNR to obtain feedback and discuss CLOMR requirements to permit the Project. GAI assumes the report and figures above will be sufficient to

facilitate the IDNR discussion, and only time for coordination with IDNR has been included in the fee proposal. Time to prepare CLOMR materials to support the development (floodplain map comparisons, encroachment tables) are not included in this scope and fee but can be provided under a supplemental effort.

- Anna Kendall Drain is a Legal Drain. GAI will coordinate with the County Surveyor's Office for all discussions relating to stormwater management, dewatering, and riprap protection.

3.0 Design and Plan Development

- Design and plan development services will utilize the following for work activities and submittals:
 - + Scoping Report Submittal (15%)
 - + Remaining Submittals will be defined in a subsequent contract amendment
- It is anticipated that channel clearing and an increase in the existing bridge span will be required to obtain the desired hydraulic outcome for this project. Concurrent with the Scoping Report development, a detailed hydraulic analysis will be performed to assess various bridge span arrangements and structure types for a given cross section.
- It is anticipated that the project will be constructed under a road closure and traffic detoured.
- It is assumed that the City of Westfield will provide a proposed pavement section.
- It is assumed that no on-street parking will be incorporated into the project limits.
- Cross section geometrics are assumed to be a curbed section with pedestrian facilities on one, or both sides of the road. Specifics of the proposed typical section will be coordinated with the City of Westfield.
- Traffic Data is not readily available for this structure via INDOT TCDS or Bridge SIA Report. It is assumed that no traffic data collection will be required by GAI.
- Tasks associated with the above submittals include:
 - + Completion of a structure size and type evaluation to assess bridge alternatives (span configurations and superstructure types – 3 max)
 - + A preliminary generic layout sheet and general plan sheet will be prepared to convey the alternatives evaluated in the scoping phase.
 - + A scoping report document will be prepared to convey a summary of all notable project constraints available to GAI at this early stage of project development. This scoping report will be focused on the bridge and roadway geometrics and different from the Hydraulic Analysis Report submitted under separate cover.
 - + GAI Environmental staff will assess any potential impacts, begin early coordination (if-required), and provide a summary of estimated permitting needs based on the structure size and type findings.
 - + GAI Utility Coordination staff will perform a preliminary level of coordination necessary to identify which utilities exist, which are in conflict, and assess a conceptual relocation strategy (if-required). This will assist in defining potentially critical items that could affect the anticipated project cost and geometrics. Remaining Utility Coordination efforts will be supplemented in subsequent project phases.
 - + GAI will perform a desktop review of existing right-of-way based on information available in GIS and will summarize estimated right-of-way impacts in the scoping report.
 - + GAI will perform initial coordination with the Surveyor's Office regarding a proposed structure and their requirements for dredging/permitting.
 - + GAI will prepare a comparative cost estimate of the structural alternatives considered.
 - + GAI will prepare a more detailed estimate of probable cost for the recommended alternative.
 - + GAI will prepare a preliminary level one checklist and supporting computations for criteria that can be assessed at this early level of completion. While this project is not federally funded and not submitted through INDOT, we propose preparing this checklist to summarize and convey the project's anticipated conformance with Level 1 criteria (INDOT or County Standards).

- + Project Site Visit and Walkthrough with Client following the submission of our Scoping Report and Hydraulics Report to discuss results, recommendations, and next steps.

Compensation

The tables below outline our proposed fees for the services outlined herein with a Total NTE Fee of \$46,600.00 on a lump sum basis. The manhour fee justification is included as Exhibit B.

GAI CONSULTANTS, INC.

PROJECT: Cherry Street Bridge over Grassy Branch; City of Westfield, Indiana

Section	Item	Fee Type	Total Amount
1.0	Topographic Survey	LSUM	\$14,700.00
2.0	Bridge Hydraulics	LSUM	\$14,500.00
3.0	Design and Plan Development	LSUM	\$17,400.00
TOTAL NTE			\$46,600.00

Schedule of Deliverables

- Anticipated Notice To Proceed (NTP) February 1, 2023
- Topographic Survey 60 days after NTP
- Hydraulics Analysis & Report 135 Days after NTP
- Scoping Report Submittal (15%) 180 Days after NTP
- Subsequent Submittals TBD

Please do not hesitate to contact the undersigned at 317.436.4856 if there are any questions or you wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This will also serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,

GAI Consultants, Inc.

REQUESTED AND AUTHORIZED BY:

City of Westfield, Indiana

Kyle M. Pearl, PE, SE
Project Manager

Jonathon Nail, City Engineer
City of Westfield

Scott F. Hornsby, PE
Vice President

SFH/KMP:kam

Attachment: Exhibit A- GAI Standard Terms and Conditions for Professional Services
Exhibit B- Manhour Justification
Exhibit C- Statutory Requirements

EXHIBIT A
GAI Standard Terms and Conditions
for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B

Manhour Justification



Corporate Office

8720 Castle Creek Pkwy E Dr. Suite 400.
Indianapolis, IN 46250317.466.9520
www.eticagroup.com
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1/9/23

Kyle Pearl, PE SE
Project Manager
GAI Consultants
9998 Crosspoint Blvd, Suite 110
Indianapolis, IN 46256

Re: Project: Cherry Street over Grassy Branch-Westfield
Etica Group No. 230002

Dear Mr. Pearl:

Specifically requested are fees for the survey services for the above reference project as located in Morgan County. A summary of the survey services includes:

- Topographic Survey (Digital) of the survey limits

OVERALL PROJECT SCOPE, ASSUMPTIONS AND EXCLUSION ATTACHMENT

The document is made part of and in conjunction with the fee justification documents and / or schedule as prepared for these survey services.

SURVEY FEE

The estimated fees as presented below are based upon the criteria stipulated in this scoping document, along with the rates provided in the attached fee schedules. If rates vary, or the amount of effort changes due to conditions or revisions, this fee will be modified.

- Topographic Survey = **\$14,745**

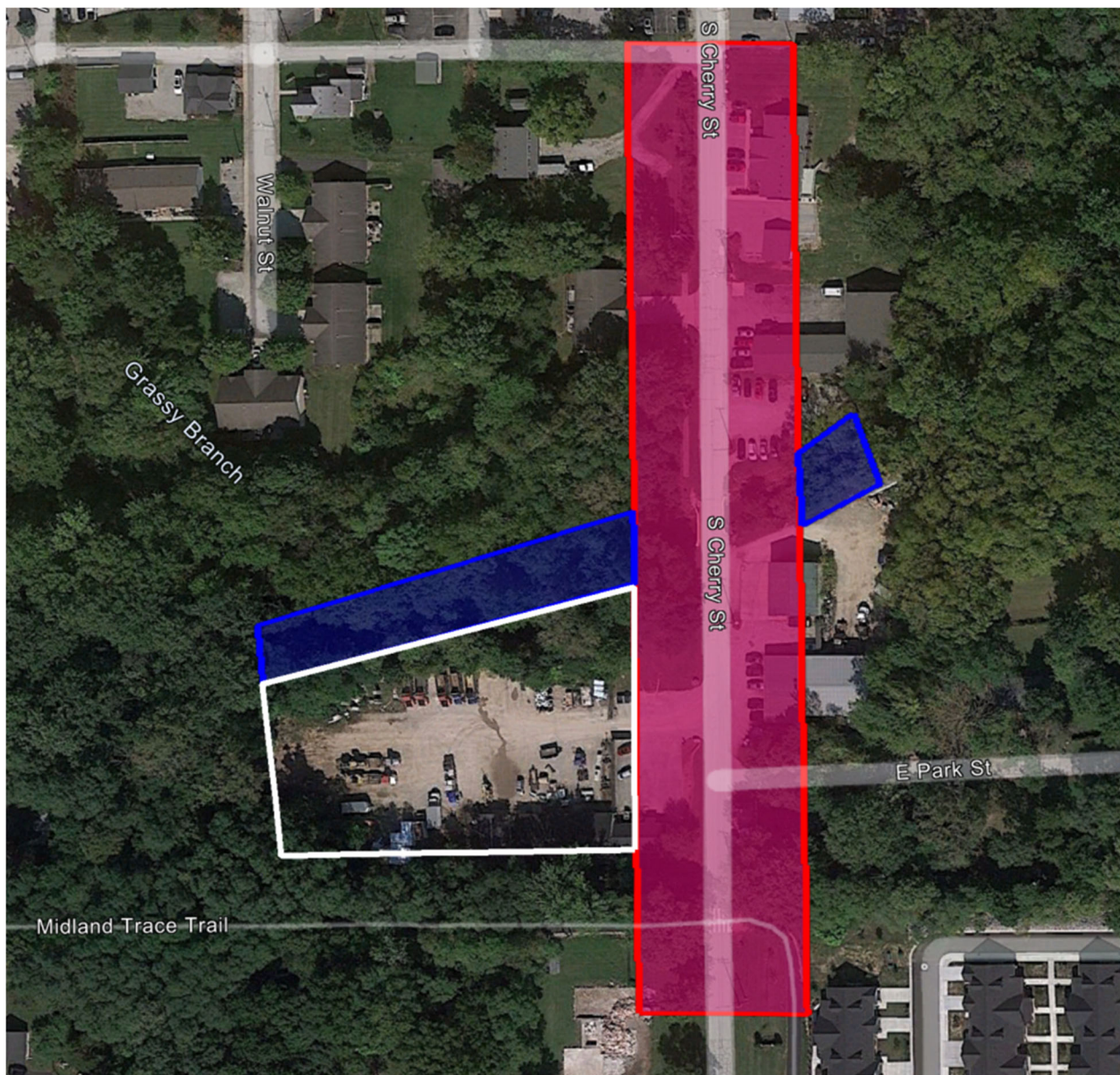
LAND SURVEYING LIMITS

The survey limits and the manhour fee justification are based upon information provided by GAI Consultants via email on 12/29/22. A survey location map showing the survey location is attached to this document and is made part of this scope of services.

- The survey limits are approximately from Vine Street to a point 800 feet south along Cherry Street over Grassy Branch, approximately 400-ft south and approximately 400-ft north of the existing structure. The width of the survey corridor will be 140 feet (70 feet east of and 70 feet west of the centerline).
- Elevations/corners of all roof and walled structures within the survey corridor above on and closest adjacent grade will be obtained.

- Survey channel cross sections (top of bank to top of bank) for approximately 500 LFT of stream (400-ft upstream and 100-ft downstream of the existing bridge)
- Provide bridge deck outline, top of opening/low chord and general sketches for Cherry Street Bridge. Locate guard rails and height of guard rails.
- Topography of property in southwest quadrant near bridge: Map limits of gravel and existing fencing and any other above ground permanent obstructions located on property

SURVEYING LOCATION MAP





DIGITAL TOPOGRAPHIC SURVEY (TOPOGRAPHIC DATA COLLECTION)

Etica Group will complete and furnish a Topographic Survey of the survey limits as outlined in this scope to the client. Spot elevations not exceeding a 50-foot grid interval will be surveyed together with creating contours lines at one (1) foot intervals. Indiana 811 will be contacted, and evidence of underground utilities and overhead utilities will be depicted. In wooded areas, individual trees will not be located or identified, but the wood lines will be surveyed and delineated in the survey data collected.

The horizontal and vertical accuracy of the topographic survey shall meet National Mapping Accuracy Standards and/or the INDOT's design manual. Control points and temporary benchmarks will be set on or near each site and established via either published benchmarks or GPS observations using INDOT INCORS Network. At least two temporary benchmarks will be set on or near the site. The horizontal coordinate system for the survey will be established in the NAD 83 InGCS coordinate system and the vertical datum will be established in NAVD 88. The topographic survey will be processed and drafted in AutoCAD Civil3D format. This scope does not include a hard copy topographic survey. Sheets with borders, title blocks etc. is NOT part of this fee or submittal. The topographic survey will be delivered in electronic format only.

The boundary or properly lines, right-of-way limits, section lines, or alignments (hereon referred to as "survey" lines) will not be reviewed, analyzed, or established as part of this topographic survey and are excluded.

A survey book will be prepared in upon completion of the Topographic Survey and delivered in PDF format, including all utility information provided by Indiana 811 locate service providers, datum and control reference information, survey notes, structure details, etc.

LOCATION CONTROL ROUTE SURVEY

A location control route survey by Etica Group is excluded from this phase of the project

RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES

Right-of-Way Engineering by Etica Group is excluded from this phase of the project

TITLE RESEARCH

Title & Encumbrance (T&E) reports by Etica Group are excluded from this phase of the project.

RIGHT-OF-WAY STAKING

Staking of by Etica Group is excluded from this phase of the project.

SURVEY SCOPE DETAILS, ASSUMPTIONS & EXCLUSIONS FOR THIS PROPOSAL / FEE JUSTIFICATION

- a) No boundary or survey line analysis will be performed for this survey. This survey does not constitute a retracement or original boundary survey, or ALTA/NSPS Land Title Survey.
- b) Unordinary coordination of acquiring access to restricted areas as located along or within the survey area is excluded from this survey scope.
- c) This scope excludes any permitting and coordination requirements (local or otherwise).



Corporate Office

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- d) Collect general topography data within the specified survey limits as described within this scope document / fee justification, including all observed utilities, sanitary, and storm structures (if any). Only visible horizontal locations of any utilities will be shown.
- e) Plotting and drafting the Topographic Survey using AutoCAD Civil3D platform.
- f) Prepare a survey book meeting the INDOT design manual and submitted in PDF format.
- g) Bridge, ordinate, or bridge measurement sketches will be performed for this survey.
- h) Notify appropriate property owners along the survey limits, (8 approximate owners / parcels to be notified). If there are additional property owners, this fee will be modified.
- i) GPS field observations using the INDOT INCORS Network may be used to verify or establish the vertical datum for the survey site in NAVD 88 if the onsite benchmark is disturbed or in question (HAM 20).
- j) No wetlands or waterbodies (other than ditch) are to be identified within the survey limits.
- k) Utility locates through Indiana 811 will be requested through Indiana 811. Any other ticket re-requests, follow-ups, re-orders, coordination, or secondary trips to locate utilities due to the utility locators not marking the survey sites on the first ticket request is excluded from the scope. Private utility locates are not included in this scope and fee.
- l) Per review of onsite aerials, this area appears to be subject to flooding. If the watercourse floodwaters overtop their banks resulting in any flooding across any portion of the survey limits, Etica Group has the right to stop work due to survey accuracy standards and more importantly, safety concerns.
- m) The survey scope has been prepared with the objective of using traditional radial surveying techniques using robotic total stations to measure and collect the onsite survey data. If during field operations for the survey it is determined that the site conditions (i.e. steepness of the slopes and grades of the survey area, site conditions, traffic, flooding, highwater, etc.) are unsafe to walk and survey across, other untraditional survey methods may be necessary for this job not outlined in this scope. If this case arises, Etica has the right to review and amend this scope and fee accordingly.

SCHEDULE

The survey schedule will be determined once the Notice to Proceed (NTP) is granted and a signed contract is received.

Thank you again for the opportunity to submit on this request. If you have any further questions, please contact me at **317-946-6694** or **rkelly@eticagroup.com**

Respectfully,

Rodney Kelly
Director of Survey Services
8720 Castle Creek Pkwy E Dr. Suite 400
Indianapolis, IN 46250



Manhour Fee Justification Topographic Survey Cherry Street over Grassy Branch-Westfield

Client: GAI
Project: Cherry Street over Grassy Branch-Westfield
Des. TBD
Date: 1/4/2023

Prepared by: RJK
Etica No.: 230002

2023 Standard Rates

Topographic Survey:								
Task	Task Budget		Sr. Project Manager	Project Surveyor	CAD Tech	Crew Chief	Crew Chief	Researcher/ Utility Specialist
Prepare survey notices	\$360			1				2
Field Pack-Field Operations, Safety, & Scheduling	\$645		1	1		1	1	
Establish Horizontal & Vertical Survey Control	\$3,035		1	2	2	8	8	
Quality Assurance-Control Check / References	\$365		1	1				
811 Utility Request & Locations	\$895				1		4	2
Topographic Survey Corridor and Laydown Area	\$2,890		1	2	3	14		
Cross-Sections within Wooded Area	\$3,140		1		1	10	10	
Bridge and Sewer Structure Details	\$830				2	2	2	
CAD / Drafting / Submittal Files	\$1,015		1		6			
Survey Book & Certification	\$890		1		3	2		
Project Administration and Coordination	\$525		1	2				
Total Hours	101	0	8	9	18	37	25	4
Hourly Rate			\$205.00	\$160.00	\$135.00	\$140.00	\$140.00	\$100.00
Labor Total	\$14,590	\$0	\$1,640	\$1,440	\$2,430	\$5,180	\$3,500	\$400
Estimated Direct Expenses (Topographic Portion Only)								
Item	Task Budget	Quantity	Unit	Cost/ Unit			Total Cost	
Mileage includes one additional trip to county recorder's office.	\$147	300	Mile	\$0.49			147.00	
Lodging Expense https://www.in.gov/idoa/2459.htm	\$0		Per Night	\$96.00			0.00	
Per Diem Reimbursable	\$0		Per Day	\$26.00			0.00	
Postage for survey notices (8 Parcels assumed)	\$8	8	Each	\$1.00			8.00	
Expense Total		\$155						
SUB-TOTAL FEE		\$14,745						

GAI CONSULTANTS, INC.

MANHOUR JUSTIFICATION



Project Name: Cherry Street Bridge over Grassy Branch

GAI Project Number: R221031.00

Des Num: N/A

DESCRIPTION: 2.0 Bridge Hydraulics

Task Completion Year: 2023

Date: 01/13/23

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL HOURS	TOTAL FEE
	Engineering Manager/ Project Manager	Engineering Manager/ Project Manager	Technical Specialist/ Leader	Project Engineer	Junior Engineer	Junior Engineer		
*Indicates employees that are non-exempt and receive 1.5 DL (premium) overtime.								
Project and Task Management, Coordination with City of Westfield			4				4	\$ 620.00
Gather Project Info & Data: LiDAR, aerial, survey, FEMA Shapefiles, CAD worksheet setup			1		8		9	\$ 995.00
Cherry Street Bridge								
Hydrology (Use FEMA/CLOMR flows, time for review/model calibration only)					1		1	\$ 105.00
Existing Model: Use CLOMR Model (HEC RAS 5.0.7) Update per survey and additional sections		1	1		4	8	14	\$ 1,610.00
Proposed Model (Bridge Replacement)		1	2		4	16	23	\$ 2,605.00
Proposed Model (Replace/Adjust Fencing and/or grading)			1		3	6	10	\$ 1,100.00
Proposed Model (Combination)			1		4	12	17	\$ 1,835.00
Natural Model (No Bridge)					1	2	3	\$ 315.00
Scour Analysis			1		4	2	7	\$ 785.00
Calc Writeups			2			2	4	\$ 520.00
Brief Hydraulics Report & Figures		1	2		10	2	15	\$ 1,765.00
Peer Review QA/QC, Address Comments		2	1		2	2	7	\$ 965.00
IDNR Coordination for CLOMR		1	4		4		9	\$ 1,235.00
TOTAL HOURS	0	6	20	0	45	52	123	
NEGOTIATED HOURLY RATE	\$ 195.00	\$ 195.00	\$ 155.00	\$ 130.00	\$ 105.00	\$ 105.00		
FEE PER CLASSIFICATION	\$ -	\$ 1,170.00	\$ 3,100.00	\$ -	\$ 4,725.00	\$ 5,460.00		\$ 14,455.00
DIRECT COSTS (see below)								\$ -
TOTAL FEE								\$ 14,455.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Mounting, Outside Printing	\$ 0.58		\$ -
Travel	\$ 1.00		\$ -
Lodging	\$ 96.00		\$ -
Per Diem	\$ 26.00		\$ -
		TOTAL	\$ -

Date: 01/13/23

DIRECT COSTS	UNIT COST	QUANTITY	COST
Mounting, Outside Printing	\$ 0.10		\$ -
Travel	\$ 0.58	60	\$ 34.50
Lodging	\$ 96.00		\$ -
Per Diem	\$ 26.00		\$ -
		TOTAL	\$ 34.50

EXHIBIT C

Statutory Requirements

APPENDIX "E"

STATUTORY REQUIREMENTS

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

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Esler Properties LLC ("Esler") and the City of Westfield, Hamilton County, Indiana and City of Westfield Board of Zoning Appeals (collectively "Westfield") (Esler and Westfield, together, may be referred to as the "Parties"). This Agreement is premised upon the following recitals, which are incorporated into this Agreement:

Recitals

A. Esler is a domestic Indiana limited liability company operating at a property located at 16708 Dean Road, Westfield, Indiana 46074 (the "Property").

B. The City of Westfield is an Indiana city organized and existing under the laws of the State of Indiana. The City of Westfield Board of Zoning Appeals is established under the laws of the State of Indiana.

C. On May 11, 2020 Esler filed its "Complaint for Damages, Declaratory Relief, Permanent Injunction and Petition for Review of BZA Decision" in the United States District Court for the Southern District of Indiana under Case No. 1:20-cv-1360 (the "Litigation"). On November 11, 2020 Esler filed its Amended Complaint. In the Litigation, Esler challenges provisions of the Westfield Unified Development Ordinance("UDO") and seeks a review of a decision of the BZA which conditionally granted a variance application filed by Esler for the Property. That variance application expired of its own terms on December 31, 2022.

D. By this Agreement, the Parties wish to resolve any remaining claims in the Litigation and dismiss the Litigation with prejudice.

Agreement

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Westfield shall pay to Esler the sum of One Thousand Five Hundred Dollars (\$1,500.00) on or before January 31, 2023.

2. The Parties acknowledge and agree that as a condition to this Agreement, the Parties will cause to be filed in the Litigation a Stipulation of Dismissal with Prejudice.

3. Upon payment by Westfield of the amount agreed to herein, Esler shall and hereby does release and forever discharge the City of Westfield, its elected and appointed officials, the appointees to the City of Westfield BZA, and all Westfield staff, employees, current or former officers, directors, employees, agents, partners, principals, insurers, successors and assigns), attorneys, personal representatives and heirs, from any and all claims, demands, losses, damages, agreements, actions, promises or causes of action (known or unknown) which Esler now has or may later discover against Westfield, in connection with, or arising directly or indirectly out of or in any way related to the Litigation and any and all claims, demands, losses, damages, agreements, actions, promises or causes of action (known or unknown) existing as of the date of this Agreement which Esler now has or may later discover against Westfield, in connection with, or arising directly or indirectly out of or in any way related to the Property.

4. Esler declares, warrants and represents that:

- a. Esler has not assigned nor transferred to any person, entity or party any claims that are the subject of this Agreement and that Esler is the sole party in interest with respect to the claims about which this Agreement is

made;

- b. No promise, enticement or agreement not expressed in this Agreement has been made to Esler and that the terms of the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and that the terms of this Agreement are contractual and not merely a recital; and
- c. Esler may in the future discover facts different from or in addition to those which it now knows or believes to be true with respect to the matters that are the subject of this Agreement, and it agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery or existence of different or additional facts.

5. No waiver, modification nor amendment of any term, condition or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by each of the Parties.

6. This Agreement may be pleaded as a defense to any claim, action or other proceeding that may be brought, instituted or taken by any party in breach of the Agreement.

7. Each of the covenants contained in this Agreement shall be binding upon and shall inure to the benefit of each of the respective Parties' insurers, assigns, lessees, and successors-in-interest.

8. The Parties acknowledge and declare that, in making this Agreement, they have relied solely upon their own or own counsel's judgment, belief, and knowledge, and have not relied upon any statement, representation, disclosure or nondisclosure by another party or any of its representatives, agents or attorneys.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to the conflict of laws principles thereof.

10. This Agreement represents the entire agreement between the Parties with respect to this matter, and supersedes all prior negotiations, representations, or agreements, whether written or oral, between the Parties.

11. The Parties hereby acknowledge and agree that the consideration set forth herein represents fair consideration and reasonably equivalent value for the transactions, covenants, and agreements herein set forth, which consideration was agreed upon as the result of arm's length, good-faith negotiations between the Parties and their respective legal representatives.

12. Each individual signing this Agreement hereby acknowledges that he or she has carefully read this entire Agreement and understands its contents.

13. Each individual signing this Agreement hereby acknowledges that he or she signed this Agreement with full knowledge of and appreciation of his or her actions, and with the advice of counsel.

14. The Parties acknowledge that each has had an equal opportunity to participate in the drafting of this Agreement. Therefore, in any construction or interpretation of this Agreement, the Parties agree and understand that this Agreement shall not be construed against Westfield or Esler on the basis of authorship.

15. Each individual signing this Agreement warrants that he or she has proper authorization to execute this Agreement, either personally or on behalf of his or her respective entity, and is of sound mind and legal age to sign this Agreement.

16. This Agreement may be executed in multiple counterparts, which may be transmitted electronically with .PDF signatures, each of which shall be deemed an original, but

all of which together shall constitute one and the same instrument.

[Signatures on the following page]

Esler Properties LLC

Dated: January 30, 2023



Signature

Bill Esler

Printed Name

Authorized Representative

Title

The City of Westfield, Indiana

Dated: January 12, 2023



Signature

Jeremy Lollar

Printed Name

Chief of Staff

Title

KD_7802948_1.DOCX

ULTIMATE CANINE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of February ___, 2023, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and Case Concepts LLC, an Indiana limited corporation (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

RECITALS

1. The Developer has proposed to construct a commercial building with access off of Eagletown Road (“the **Project**”) and related real estate as more particularly described on Exhibit A attached hereto (the “**Project Site**”). The City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards for the Project require constructing an acceleration and deceleration lane and passing blister at the Project driveway and also require that Eagletown Road should be resurfaced approximately 50’ past the end of each taper. Due to the limited traffic impact and difficulty in constructing these improvements, the City has agreed to not require the construction of the acceleration lane, deacceleration lane, passing blister, or resurfacing improvements of the Project entrance provided the Developer pays a fee to the City in-lieu of these improvements.

2. The City is willing to permit the development of the Project under certain conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I Term

This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate upon completion of the Project.

ARTICLE II Covenants of Parties

- 2.1 Developer shall construct the driveway as shown in the Ultimate Canine Facility approved construction documents.
- 2.2 Developer shall contribute a total of \$98,899 to the Westfield Road Impact Fee Fund.

- 2.3 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

ARTICLE III **Miscellaneous**

- 3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.
- 3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an “independent contractor” with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker’s compensation insurance.
- 3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.
- 3.5 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City: City of Westfield, Indiana
Westfield City Hall
130 Penn Street
Westfield, Indiana 46074
Attn: Michael Pearce, Director of Public Works

With a copy to: Taft Stettinius & Hollister LLP
One Indiana Square, Suite
3500 Indianapolis, Indiana
46204 Attn: Manny Herceg

To the Developer: Case Concepts LLC
15859 Little Eagle Creek Ave.
Westfield, IN 46074
Attn: Julie Scharnawske

With a copy to: Church Church Hittle + Antrim
Attn: Eric Douthit
2 N. 9th Street
Noblesville, IN 46060

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 7.6.

- 3.6 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 3.7 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 3.8 **No Waiver.** Neither failure nor delay on the part of the City or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the

City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.

- 3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.
- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.
- 3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such

last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
- 4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.
- 3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
- 3.16 **Indemnification.**
- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
 - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and

(b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

“DEVELOPER”

Ultimate Canine LLC
an Indiana limited liability corporation

By: _____

Julie Scharnowske

Title: Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared Julie Scharnowske, the Managing Member of Case Concepts LLC, an Indiana limited liability company, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this day of _____, 2023.

My Commission Expires:

NOTARY PUBLIC

Printed

“CITY”

CITY OF WESTFIELD

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared. _____, the _____ of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2023.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

This instrument prepared by Cam Starnes, Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana, 46204.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Cam Starnes*.

EXHIBIT A

“Project Site”

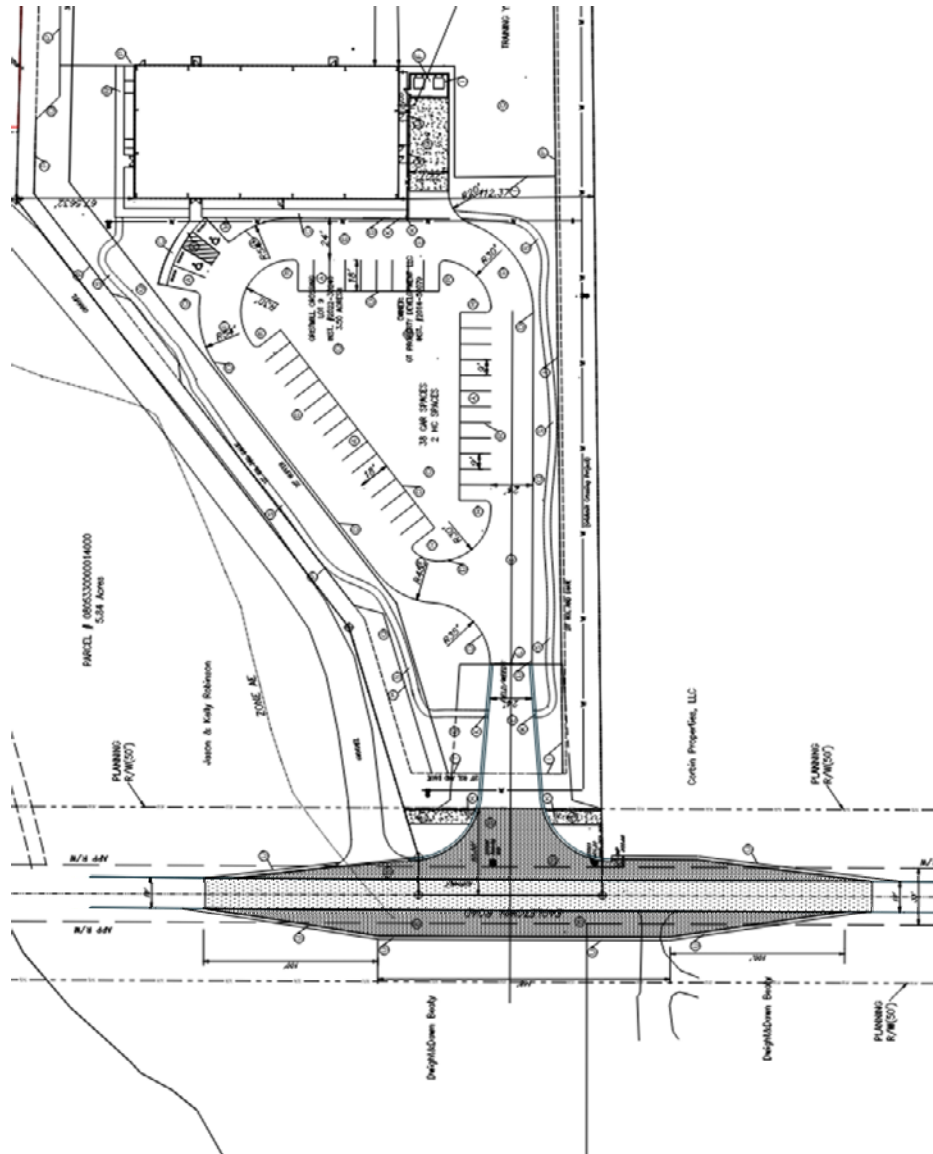


EXHIBIT B

“Right-of-Way Improvements Cost Estimate”

Ultimate Canine R/W Improvements Cost Estimate

Cost Estimate 10-18-2022

Construction	Total Conceptual Project				Comments
	Qty	Unit	UP	ESTIMATE	
1. Cost Items					
Mobilization/ Demobilization	1	ls	\$ 2,826	\$ 2,826	
Construction Engineering	1	ls	\$ 1,884	\$ 1,884	
Clearing & Grubbing	1	ls	10000.00	\$10,000.00	
Earthwork					
Topsoil Removal	155	cy	5.00	\$825.00	
Cut	40	cy	8.50	\$340.00	
Fill	240	cy	8.50	\$2,040.00	
1.5" Pavement Milling	866	sy	1.70	\$1,472.20	
1.5" Overlay HMA 9.5 mm surface	72	Tons	80.00	\$5,720.00	
Full Depth Asphalt					Work in right-of-way only
Surface 1.5" HMA 9.5mm	82	Tons	80.00	\$6,560.00	
Intermediate 2.5" HMA 19mm	136	Tons	85.00	\$11,560.00	
Binder HMA 19mm	136	Tons	85.00	\$11,560.00	
Compacted INDOT #53 Agg	382	Tons	30.00	\$11,460.00	
Underdrain	364	lf	25.00	\$9,100.00	
Lime Stabilization	989	sy	11.00	\$10,879.00	
Pavement Marking (Thermoplastic)	740	lf	0.69	\$510.60	
Finished Grading, seed, straw	2,265	sy	2.50	\$5,662.50	
Erosion Control					
Sub-total	1	ls	6500.00	\$6,500.00	
Total				\$ 94,189	
TOTAL		Grand Total	\$	\$ 98,899	

* All Estimates are based on standard commercial drive per Westfield Standards & INDOT Unit Prices per 2021 publication



February 17, 2023

City of Westfield
Attn: Johnathon Nail
Director of Public Works
2728 East 171st Street
Westfield, IN 46074
jnail@westfield.in.gov
317-430-6750

RE: 191st Street Design Plan Development
City Project No.: TBD
Lochmueller Project No.: 123-1011

John,

Lochmueller Group, Inc. (Lochmueller) is pleased to submit the following revised proposal to provide the professional services required to complete Plan Development for the proposed 191st Street Widening project from Grand Park Blvd and connect to the existing roundabout at Tomlinson Road (**City Project No. TBD**). This proposal incorporates 2023 billing rates into our manhour/fee proposal attached. It is our understanding that the services being requested generally include design plans and specifications to the final plan stage (100% complete) to enable the rehabilitation and widening of the existing pavement to a 4-lane section with a grass median, install a new roundabout at 191st Street and Grand Park Blvd, install multi-use paths along each side of the roadway, and update drainage along the corridor. It is anticipated that the scope of this assignment will utilize local funding for all phases of development and will not utilize Federal Funding.

This proposal covers all Design Services and will include development of the project and all necessary components to the Final Plans Stage. Final specifications and opinions of probable construction costs will also be developed including right-of-way constraints, stormwater drainage areas and/or permitting impacts.

The scope of work and their respective manhour/fee justifications are on the following pages.

We look forward to working with the City on this project. If you have any questions or would like to discuss this proposal, please contact me at any time with questions, 317-222-3880.

LOCHMUELLER GROUP, INC.

A handwritten signature in black ink that reads "Dave Henkel".

Dave Henkel, PE, PTOE
Central Indiana Region Leader

Enclosures

cc: File

Scope of Services

TASK 1 - PROJECT MANAGEMENT

Project Management will include all internal communication and coordination with our subconsultants, monthly project reporting, schedule updates, etc. Monthly progress reports will include progress since last report, anticipated upcoming work, project schedule, items needed from the City, scope changes if any, and total project cost estimate. It also includes all aspects of coordination and communication of the project process with the City and other agencies as required to discuss expectations, priorities, design criteria, design findings, unforeseen field conditions, etc.

This task also includes the following meetings:

1. Three (3) meetings with the City for project updates and discoveries.
2. Two (2) meetings with Stakeholders for proposed project coordination, updates and discoveries.
3. Three (3) meetings with additional potential utility and regulatory stakeholders and interested parties not identified above such as Citizens Energy Group (CEG), FEMA, the United States Army Corps of Engineers (USACE) and the Indiana Department of Environmental Management (IDEM).

TASK 2 - TOPOGRAPHIC SURVEY DATA COLLECTION

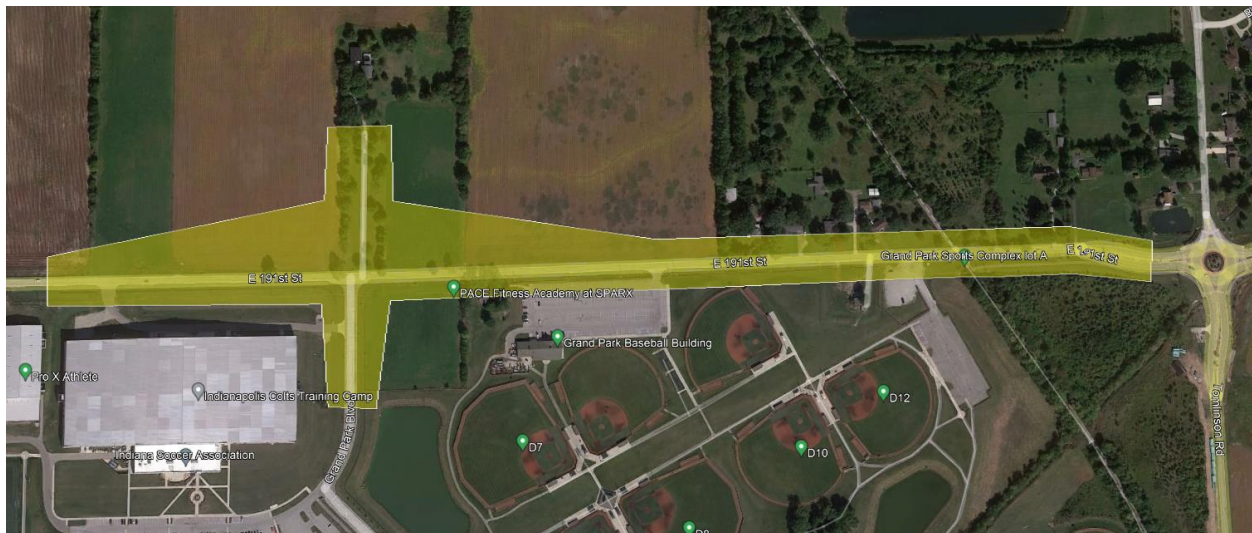
Lochmueller shall be responsible for performing the following services and phases to complete the project development:

1. TOPOGRAPHIC ROUTE SURVEY:
 - a. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential.
 - b. Provide full topographic survey along a section of 191st Street in Westfield, Indiana. Survey limits are generally described as follows:
 - i. The limits of the area for the topographic route survey start approximately 1100 feet west of the intersection of 191st St. with Grand Park Blvd. and extend eastward approximately 3,925 feet along 191st St. to a point approximately 225 feet west of the intersection of 191st St. with Tomlinson Rd., extending outward from the roadway centerline a width of 80 feet on the south side and a varying width of 80 - 275 feet on north side of 191st St. to correctly model existing drainage patterns as shown on Attachment "B" (Survey Limits).
 - ii. Grand Park Blvd. starting approximately 450 feet south of the intersection of Grand Park Blvd. with 191st St. and continuing north approximately 990 feet along Grand Park Blvd. and a private driveway to a point approximately 540 feet north of the intersection of Grand Park Blvd. with 191st St., extending outward from the roadway centerline a varying width of 80 – 130 feet on both sides of Grand Park Blvd. to correctly model existing drainage patterns as shown on Attachment "B" (Survey Limits).
 - iii. The topographic survey data will be combined into an Autodesk Civil 3D drawing with a contoured surface model with one-foot contours, associated

break-lines and topographic features.

- c. As a minimum, the topographic survey shall include the location and elevation of all visible features, including but not limited to building corners and overhangs, paved and gravel surfaces, guardrail, posts, fences, gates, driveways, field entrances, sidewalk surfaces, individual trees (except limits only of heavily wooded areas), shrubs, landscaping areas, signs, poles, posts, manholes, risers, valves, meters, pits, etc.
- d. Research affected property owners, obtain mailing addresses, and send survey notices to all.
- e. Using Deed research, road plans, right-of-way plans and field evidence, re-establish right-of-way, block, lot, and apparent property lines within project area.
- f. Prepare a Location Control Route Survey Plat. This plat would be used for any additional right-of-way needs.
- g. Locate utilities within the project area using observed evidence along with the "Indiana 811" service. Locate underground utilities as marked by Indiana Underground Plant Protection Service and/or by available utility maps.
- h. Establish a horizontal datum of INGCS Hamilton County coordinate system by using terrestrial traverse observations and GPS static observations incorporating the "INCORS" network.
- i. Establish a vertical datum of NAVD88 by using GPS static observations and a bench level circuit.
- j. Set horizontal control points and vertical benchmarks with references.
- k. Provide utility contact list.
- l. Provide an electronic CAD drawing containing one-foot contours, topographic survey linework and surface model. CAD file shall be AutoCAD, Civil 3D format.
- m. Provide Survey field book in PDF format.

Survey Limits:



TASK 3 - ENVIRONMENTAL SERVICES (LOCAL FUNDS)

The following scope of work includes the activities associated with the environmental documentation of a local project:

1. Task Organization/Coordination
 - a. Client Coordination/Progress – As part of this task, Lochmueller shall perform all file management, review of project budget and coordination with the client. This includes attendance at two meetings assumed to be a project kick off meeting, held virtually, and a preliminary field check meeting. This task also includes assistance in the preparation of monthly progress reports to be provided to the PM.
2. Red Flag Investigation
 - a. As part of this task, Lochmueller shall conduct a Red Flag Investigation (RFI) for the project. The RFI will include a preliminary analysis of publicly available infrastructure, geological, and hydrological resources within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in accordance with the INDOT Site Assessment & Management (SAM) guidance (2021). If after completion of the RFI it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Limited Site Investigation (LSI), or development of a remediation work plan, the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
3. Waters of the U.S. Investigation
 - a. Field Delineation / Determination – Lochmueller shall complete a field inspection of the proposed area. The field inspection shall include a survey by two environmental specialists to delineate waterway and wetland resources during the active growing season. This task also includes preparation and mobilization for field work, as well as travel to the site.
 - b. Report Development – This task includes the completion of a formal Wetland Delineation / “Waters of the U.S.” Report to document all water resources within the proposed project limits. The report will include the location of wetlands or waterways and includes the coordination of these features with the design engineers. The report will be prepared in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

TASK 4 - PERMITTING

Lochmueller shall prepare the Construction Storm Water General (CSGP) Permit for this project in accordance with current guidelines. This scope assumes that project will have no impacts below the Ordinary High-Water Mark of any streams and/or will not impact any wetlands; therefore, there is no U.S. Army Corps of Engineers (USACE) Section 404 Permitting activities or Indiana Department of Environmental Management (IDEM) Section 401 Water Quality Certification (WQC) activities included in this scope. If during the water resource review of the project area it is determined that a Section 404 and/or Section 401 permit is required, a supplemental will be needed to cover the cost of the Section 404 and/or Section 401 permits. The following tasks to be performed shall include the following:

1. Permit Organization & Coordination – This includes the management of the permitting tasks to keep the project on schedule and on budget along with coordination with the appropriate regulatory agencies and the design team.
2. CSGP Preparation – This task includes the completion of the CSGP required for the project, which is expected to impact more than one (1) acre of land. This task includes the following activities:
 - a. Design erosion and sediment control measures that meet all IDEM and local requirements. All CAD work will be completed by the project design team. The scope and fee for this particular item does not include any CAD time for inclusion of the appropriate BMPs on the design plans.
 - b. Prepare the Storm Water Pollution Prevention Plan (SWPPP).
 - c. Compile all required documentation for permit application.
 - d. Submit CSGP application to the Hamilton County Storm Water Conservation District (SWCD) for review and approval.
 - e. Submit to approved CSGP to the IDEM and Secure Notice of Sufficiency (NOS).
 - f. Includes advertisement and permit application fees.

TASK 5 - ROADWAY DESIGN AND PLAN DEVELOPMENT

1. The project shall consist of the reconstruction of 191st Street from Grand Park Blvd and connect to the existing roundabout at Tomlinson Road. The roadway improvements are approximately 3,900 feet in length.
2. It is anticipated that the roadway will consist of a four-lane section with a grass median, curb and gutter, and multi-use paths on each side of the road.
3. Prepare plans, specifications, opinions of probable construction costs and other required submittal documentation for the project at each submittal stage, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted:
 - a. City of Westfield Standards and Specifications
 - b. INDOT's Standard Specifications, Design Memoranda and Indiana Design Manual except as modified by supplemental specifications and special provisions, if any,
 - c. INDOT Standard Drawings
 - d. American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets",
 - e. AASHTO Roadside Design Guide, latest edition,
 - f. Indiana Manual on Uniform Traffic Control Devices (IMUTCD).
4. Prepare necessary information and submit plans at each development stage. Each submission shall be submitted to the City with a hard copy. Hard copy submissions shall include a CD containing the submittal documents in PDF format along with one 11" x 17" paper copy set of plans.
 - a. Plan submittals will be as follows:
 - i. Preliminary Field Check Plans (Approximately 40% Plans)
 - ii. Stage 3 Plans (Approximately 95% Plans)
 - iii. Final Plans / Bidding Documents (100% Plans)
5. Final Plan submission will include one hard copy set of the plans drawn to a suitable scale on standard 24" x 36" sheets. Additionally, the following information shall be provided in Adobe

Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.

- a. Final Plans
 - b. Complete set of Preliminary Unique Special Provisions
 - c. Opinion of probable construction cost
6. Evaluate, during the development of Preliminary Field Check Plans, the preferred alignment and widening options for review by the City. Roadway lane widths will match the section to the east, and alignment and widening options will be developed for the center median location, curb locations and widths and multi-use path locations to best suit the field conditions. Lochmueller shall provide information to the City regarding impacts of the different options regarding potential safety issues, drainage, maintenance of traffic impacts and cost.
 7. Prepare detailed drainage design for the project, based upon the alignment and widening that is selected. (Included in Task 7.)
 8. Prepare a multi-phased Maintenance of Traffic (MOT) plan for the project based on maintaining one lane of traffic in each direction on 191st Street at all times and maintaining access to Grand Park Blvd at all times. Maintenance of traffic plans will be designed in accordance with the IMUTCD.
 9. Prepare plans for new roadway signage, pavement markings, and roundabout lighting to be in accordance with the IMUTCD.
 10. Prepare details of non-standard roadway items to be included on detail sheets with the project plans.
 11. Determine the need for Level 1 Design exceptions that will be required during the project development. If required, necessary documentation to request a formal Level 1 Design Exception will be completed by Lochmueller as part of the project.
 12. A new development will be constructed on the north side of 191st Street, with construction anticipated to start in April 2023. The main entrance will be opposite of Grand Park Blvd and will tie into the proposed roundabout. A second entrance will be included and will be located to the east. Westfield will provide CAD files for the development to coordinate these entrance locations.
 13. The roundabout at 191st St and Grand Park Blvd will match the roundabout aesthetics at 191st St and Tomlinson Rd, or current approved City standards.
 14. No crosswalk intersection tables are required.
 15. Pavement design is not required, and the standard pavement section will be provided by the City.
 16. Design documentation will be limited to the roundabout fastest path calculations with typical speed checks and intersection sight distance calculations.
 17. A maximum of 12 driveways are required for the project.

TASK 6 – BRIDGE DESIGN AND PLAN DEVELOPMENT (UP TO 40% DESIGN)

[Removed]

TASK 7 - HYDRAULICS

This task includes hydrologic and hydraulic analysis and design of stormwater conveyance, detention, and green infrastructure to be incorporated into the 191st Street design plans. The tasks to be performed shall include the following:

1. Preliminary Design (for Preliminary Field Check plans):
 - a. Review existing data including previous studies and plans, Flood Insurance Study (FIS) reports, Flood Insurance Rate Maps, soils maps, and rainfall data.
 - b. Conduct a site visit to confirm existing features and drainage areas. This includes up to 8 hours of field time for 2 team members.
 - c. Delineate upstream drainage areas using available LiDAR data. Conduct hydrologic analysis including time of concentration (TR-55 method) and peak flow calculations (Rational Method).
 - d. Analyze gutter spread and determine curb inlet spacing for the roadway and roundabout based upon the design methods set forth in the Indiana Design Manual, Chapter 203. It is assumed that the total number of inlets will be no more than 90.
 - e. Identify feasible stormwater outlet(s). Analyze tailwater conditions and downstream capacity for outlet(s). No hydraulic modeling of Cool Creek is included in this scope.
 - f. Coordinate with Hamilton County for improvements near and potential impacts to regulated drains. It is assumed that the project will receive permission from Hamilton County to discharge new storm sewers into the existing 48" RCP legal drain and into Cool Creek or a tributary thereof.
 - g. Prepare hydrologic and hydraulic (H&H) model of existing stormwater conveyance system.
 - h. Prepare H&H model of proposed stormwater conveyance system to determine preliminary storm sewer layout and pipe sizing based on the 10-year return interval storm (10% Exceedance Probability [EP]).
 - i. Identify and address potential utility conflicts with proposed storm sewers.
 - j. Analyze detention volume required in accordance with City of Westfield standards. If no standards exist, the discharge rate will be determined using Rational Method and will be limited to no greater than 0.1 cfs per acre of added impervious area for 0-10 year return interval storms and 0.3 cfs per acre of added impervious area for 11-100 year return interval storms. Propose locations for detention basin(s). It is assumed that detention will be provided in linear channels within the right-of-way along the 191st Street corridor.
 - k. Analyze options for green infrastructure and stormwater quality treatment best management practices (BMPs) including permeable pavers, infiltrative practices, and hydrodynamic separators. Propose locations for BMPs. It is assumed that BMPs will be installed within the right-of-way along the 191st Street corridor. Analysis of bioretention practices is not included in this scope.
 - l. Summarize detention and BMP findings and recommendations in a technical memorandum.
 - m. Incorporate stormwater infrastructure on plan and profile and construction detail sheets.
 - n. Prepare preliminary structure data table.
 - o. Perform quantity calculations and prepare cost estimate for hydraulic design elements.
 - p. Attend Preliminary Field Check.
 - q. Perform quality assurance and quality control review of calculations, technical memorandum, and plan sheets.

2. Final Design (for Stage 3 Plans)
 - a. Finalize gutter spread calculations and determine final curb inlet spacing for the roadway and roundabout. It is assumed that the total number of inlets will be no more than 90.
 - b. Coordinate with Hamilton County for improvements near and potential impacts to regulated drains.
 - c. Update and finalize H&H model of proposed stormwater conveyance system to reflect the final storm sewer layout and pipe sizing based on the 10-year return interval storm (10% EP) and checked for the 100-year return interval storm (1% EP).
 - d. Identify and address potential utility conflicts with proposed storm sewers.
 - e. Design detention facilities including site grading and outlet structure(s). It is assumed that detention will be provided in linear channels within the right-of-way along the 191st Street corridor. It is assumed that a total of 2 outlet structures will be required.
 - f. Design BMPs including permeable pavers, infiltrative practices, and hydrodynamic separators. It is assumed that BMPs will be installed within the right-of-way along the 191st Street corridor. Design of bioretention practices is not included in this scope.
 - g. Incorporate stormwater infrastructure on plan and profile and construction detail sheets.
 - h. Prepare final structure data table.
 - i. Perform quantity calculations and prepare cost estimate for hydraulic design elements.
 - j. Summarize hydraulic analysis and design of storm sewer system, detention facilities, and BMP elements in a hydraulic report.
 - k. Perform quality assurance and quality control review of calculations, technical memorandum, and plan sheets.

TASK 8 - GEOTECHNICAL INVESTIGATION

The objectives of this investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed project.

1. The proposed subsurface exploration consists of drilling up to 9 test borings. The test borings will be drilled to depths of approximately 25 ft to 90 ft. The subsurface investigation program includes 9 test borings to an average depth of 25 ft for the widening of 191st Street. Split-barrel samples (AASHTO T 206) will be obtained at 2.5 ft intervals to a depth of 15 ft below the existing ground surface and at 5 ft intervals elsewhere. Ground water level observations will be made during drilling operations, immediately after withdrawal of the augers from the borings and approximately 24 hours after completion of drilling in selected borings. We will plug the upper 1 ft of the boreholes in pavement areas with concrete.
2. A field check of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. Atlas will contact Indiana 811 Underground Plant Protection Service to locate underground utilities that are owned by the member utility companies.
3. Laboratory tests will be performed as necessary to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils will be estimated based on classification test results. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the roadway embankments, the earth related elements of the pavement (i.e., resilient modulus values and subgrade treatment types), and soil parameters for use in preliminary bridge foundation design.

4. It is our understanding that these sections are currently 100% locally funded. However, in consideration that state or federal funds may become available, the proposed subsurface exploration, laboratory testing program and engineering analyses are in general conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

TASK 9 - RIGHT OF WAY ENGINEERING

Lochmueller shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, and other materials to be used in the acquisition of right-of-way. Lochmueller shall provide the following services for up to eight (8) parcels:

1. Title Research: Prepare a documented title search covering an interval of time including one valid transfer of fee title beyond a twenty-year period from the date of the search. The title search shall include all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.
2. Right-of-Way Engineering: Prepare a legal description, right-of-way parcel plat and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").
3. Right-of-Way Staking: Set stakes at right-of-way break points, and at intermediate points as necessary, to allow visual inspection of the right-of-way line, if necessary, to delineate the location of the proposed permanent and temporary right-of-way line(s) for the benefit of the property owner, the appraiser, and the buying agent.

TASK 10 – LAND ACQUISITION SERVICES (BY OTHERS)

[By Others]

TASK 11 - UTILITY COORDINATION

Lochmueller shall conduct office reviews, field inspections, verification of utility locations shown on the plans, investigations, coordination, and meetings as needed in accordance with 105 IAC 13 "Utility Facility Relocations on Construction Contracts". Tasks to be performed include the following:

1. Researching existing utility information, including field checks of survey data.
2. Prepare the initial notice of project and send to each utility.
3. Prepare and send a letter to each affected utility requesting verification of the information shown in the project plans.
4. Prepare and send to each utility a set of preliminary plans and request that the utility identify conflicts with their facilities.
5. Prepare for and attend the preliminary field check.
6. Request, review, and approve proposed utility work plans.
7. Prepare Utility Reimbursement agreements, if necessary.
8. Prepare plan sheets for inclusion in the project drawings that show the location of each affected

utility and their proposed relocation.

9. Prepare utility special provision for inclusion in the contract book.

TASK 12 - PUBLIC INVOLVEMENT

[Removed]

TASK 13 – ROADWAY LIGHTING DESIGN

1. Coordinate with City staff to determine the type and style of new lighting posts, foundations, fixtures, and power supply. Confirm the anticipated performance of the lighting facilities per current design standards.
2. Perform field visit to confirm condition of existing roadway facilities and surrounding topography, as well as the location of utilities and other impactful elements. A copy of the proposed roadway plans would be used as a reference during the field visit to compare existing and proposed conditions related to the future roadway improvements. During the field visit, Lochmueller will meet with the local power utility company to determine an acceptable location for the proposed power supply, as well as any other pertinent design related requirements the power company might have.
3. Lochmueller would prepare a PFC lighting plan submittal that will reflect the installation of new lighting infrastructure. This deliverable would be developed in order to gain concurrence from the City in determining the extent and layout of the proposed lighting improvements. PFC lighting plans will include plan views, location of existing utilities, right-of-way information, conduit/wire type and locations, and the proposed lighting elements along with proposed power source. It should be noted that INDOT standard foundation and structure designs will be used for all new lighting elements. It is not anticipated that additional structural design, geotechnical analysis, or subsurface investigations will be required.
4. Revise the PFC lighting design plans based upon any review comments received from the City. Complete wire size and breaker size calculations to each luminaire. We will also develop iso-illuminance or point illuminance exhibits that depict the proposed light levels meet average and max/min lighting requirements. Subsequently, submit Stage 3 lighting design plans for approval. This deliverable will include final specifications, unique special provisions and cost estimates relative to the lighting at the proposed roundabout, as well as along 191st Street, where necessary, to provide added illumination in advance of the roundabout.
5. Revise Stage 3 lighting plans per comments received from the City and develop construction plans as part of the Final Tracing submittal.
6. Provide responses to requests for information regarding the lighting design from potential Contractors during the bidding and construction phase of the project.
7. Review equipment information sheets, shop drawings, and related information submitted by the Contractor to confirm concurrence with the design intent and applicable standards.

TASK 14 - CONSTRUCTION PHASE SERVICES

1. Following the completion of final review of Final Tracings plans and specifications by the City of Westfield, an electronic copy of the Final Tracings and Contract Book will be uploaded to ReproGraphix or similar platform on behalf of the City of Westfield for distribution to bidders. Lochmueller will provide the City Project Manager with a final estimate of construction cost and a summary of final quantities. Lochmueller will prepare addenda (2 max) and submit the addenda to ReproGraphix or similar platform on behalf of the City of Westfield.

TASK 15 – ENVIRONMENTAL DOCUMENT (USING FEDERAL FUNDS, IF AUTHORIZED)

[Removed]

TASK 16 – TRAFFIC ANALYSIS USING FEDERAL FUNDS, IF AUTHORIZED)

[Removed]

[Remainder of page intentionally left blank]

Key Staff and Subcontractors of Engineer

Dave Henkel, PE, Lochmueller Group, Client Liaison – (317) 222-3880

Chris Schultz, PE, Lochmueller Group, Operations Director – (317) 222-3880

Jessica Hawley, PE, Lochmueller Group, Project Manager – (317) 222-3880

SUBCONSULTANTS

- Cultural Resource Analysts, Inc.
- United Consulting Engineers
- Atlas
- WSP USA (Outside contract)

SERVICE

Archaeological Investigation
Structural Analysis and Design
Geotechnical Investigation
Land Acquisition Services

Key Staff of Owner

Johnathon Nail, PE, Director of Public Works – (317) 430-6750

[Remainder of page intentionally left blank]

Schedule

All work shall be completed and delivered to the City in accordance with the following schedule after written notification to proceed is received from the City.

Notice to Proceed	03/01/2023	(Anticipated)
Field Survey	05/01/2023	
Hydraulic Report	07/31/2023	
Preliminary Field Check Plans (40%)	07/31/2023	
Preliminary Field Check Meeting	08/28/2023	
Preliminary R/W Plans	09/27/2023	
Draft Geotech Report	10/27/2023	
R/W Engineering Parcel Packets	11/27/2023	
Final Geotech Report	12/26/2023	
Stage 3 Plans (95%)	05/24/2024	
Permit Applications	05/24/2024	
Final Tracings (100%)	08/22/2024	
Permit Approvals	08/22/2024	
Right-of-Way Clear	10/21/2024	
Construction Letting	10/21/2024	
Utility Relocations	03/20/2025	

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Compensation

Lochmueller shall receive payment for the services performed under this Proposal in the total fee not-to-exceed Seven Hundred Sixty-Three Thousand Dollars and No Cents (\$763,000.00), unless a modification of the Proposal is approved in writing by the City.

Lochmueller shall receive compensation for providing the services set forth in the Scope of Services above on a lump sum, unit rate or hourly rate basis in accordance with the following schedule:

Item	Comp.	Firm	Amount
Task 1 - Project Management	Lump Sum	Lochmueller	\$54,100.00
Task 2 - Topographic Survey Data Collection	Lump Sum	Lochmueller	\$59,200.00
Task 3 - Environmental Services (Local Funds)	Lump Sum	Lochmueller	\$19,000.00
Task 4 - Permitting	Lump Sum	Lochmueller	\$8,700.00
Task 5 - Roadway Design and Plan Development	Lump Sum	Lochmueller	\$396,900.00
Task 6 - Bridge Design and Plan Development (40%)	Lump Sum	United Consulting	\$0.00
Task 7 - Hydraulics	Lump Sum	Lochmueller	\$102,500.00
Task 8 - Geotechnical Investigation	Unit Rate	ATC Group	\$28,100.00
Task 9 - Right-of-Way Engineering	Unit Rate	Lochmueller	\$40,200.00
Task 10 - Land Acquisition Services - By Others	Unit Rate	WSP USA	\$0.00
Task 11 - Utility Coordination	Lump Sum	Lochmueller	\$26,500.00
Task 12 - Public Involvement	Lump Sum	Lochmueller	\$0.00
Task 13 - Roadway Lighting Design	Lump Sum	Lochmueller	\$19,800.00
Task 14 - Construction Phase Services	Hourly Rate	Lochmueller	\$8,000.00
Task 15 - Environmental Document (Federal Funds)	Lump Sum	Lochmueller/CRA	\$0.00
Task 16 - Traffic Analysis (Federal Funds)	Lump Sum	Lochmueller/GHA	\$0.00
Total			\$763,000.00

Lochmueller shall receive payment for Hourly Rate Tasks for providing the services set forth in the Scope of Services above for services performed on the basis of the aggregate total of the actual hours of work performed by essential personnel exclusively working on this Contract at the hourly rate of each employee by classification. Additionally, Lochmueller shall be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by the City the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

[Remainder of page intentionally left blank]

Services Not Included

The items listed below are not included in this proposal and shall be supplement at a later date should they become necessary:

- Traffic Study or Analysis (if local funds are used)
- Traffic Counts (if local funds are used)
- Traffic simulations and visualizations (if local funds are used)
- Parking study
- Section 106 Services (if local funds are used)
- Water Resource Permitting (if local funds are used)
- Phase 1 Environmental Site Assessment (Hazardous Materials Investigations)
- Landscape Architecture Services
- Stakeholder Coordination in excess of that noted in Project Management Tasks
- Public Involvement and Public Hearing
- Construction Engineering/Inspection Services
- Land Acquisition Services (By others)
- Bridge Design



Fee Summary

Project: 191st Street
Client: City of Westfield
Lochmueller Project No: 123-1011
Client Project No.: TBD

February 17, 2023

ITEM	FEE TYPE	PROPOSED FEE
Task 1 - Project Management	Lump Sum	\$54,100.00
Task 2 - Topographic Survey Data Collection	Lump Sum	\$59,200.00
Task 3 - Environmental Document (Local Funds)	Lump Sum	\$19,000.00
Task 4 - Permitting	Lump Sum	\$8,700.00
Task 5 - Roadway Design and Plan Development	Lump Sum	\$396,900.00
Task 6 - Bridge Design and Plan Development (40%)	Lump Sum	\$0.00
Task 7 - Hydraulics	Lump Sum	\$102,500.00
Task 8 - Geotechnical Investigation	Unit Rate/Lump Sum	\$28,100.00
Task 9 - Right-of-Way Engineering	Unit Rate	\$40,200.00
Task 10 - Land Acquisition Services - By Others	Unit Rate/Lump Sum	\$0.00
Task 11 - Utility Coordination	Lump Sum	\$26,500.00
Task 12 - Public Involvement	Lump Sum	\$0.00
Task 13 - Roadway Lighting Design	Lump Sum	\$19,800.00
Task 14 - Construction Phase Services	Hourly Rate	\$8,000.00
Task 15 - Environmental Document (Federal Funds)	Lump Sum (If Authorized)	\$0.00
Task 16 - Traffic Analysis (Federal Funds)	Lump Sum (If Authorized)	\$0.00
Total Not To Exceed Fee		\$763,000.00

		Task 1 - Project Management										
Project Name:		191st Street										
Client:		City of Westfield										
Lochgroup Project No.:		123-1011										
TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer IV			
LABOR												
Project Management (86 wks of project schedule)	2023	8	24	43		8	24			107	\$20,914.00	
Misc./City Coordination Meetings (3 Meetings)	2023	8	12	16	12	8	8	4		68	\$13,416.00	
Stakeholder Coordination (2 Coord. Mtgs + coord. Time)	2023	4	8	16	8		4	4		44	\$8,940.00	
Add'l. Utility/Regulatory Agency Stakeholder Meets (3 Mtgs + coord. Time)	2023	6	12	24			4			46	\$10,096.00	
Total Hours	ECI	26	56	99	20	16	40	8	0	265	\$53,366.00	
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$135.00	\$194.00			
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$139.73	\$200.79			
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$144.62	\$207.82			
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$149.68	\$215.09			
								Total Labor Cost			\$53,366.00	
DIRECT EXPENSES												
	No.	Unit		No.	Unit	Rate						
Mileage (Site)	12	Trips x		32	Mi./Trip x	\$0.50						\$192.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50						\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50						\$0.00
Report Copies/Postage/Parking Fees	500	Each x		1	Cost/Each	\$1.00						\$500.00
Total Direct Expense Cost											\$692.00	
TOTAL FEE:												\$54,100.00



Task 2 - Topographic Survey Data Collection

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager I	Professional Surveyor IV	Survey Party Chief III	Survey Party Chief III	Survey Party Chief	Survey Technician	Admin Assistant			
LABOR											
LCRSP & Deed Research											
Travel	2023									0	
Survey Notices and Interviews	2023						1	1		2	\$190.00
Deed & Section Corner Reference Research	2023						8			8	\$696.00
Property & Section Corner Tie-In	2023			32	32					64	\$8,768.00
Property Line Analysis and LCRS Plat Preparation	2023	2	16							18	\$3,568.00
SUBTOTAL: LCRSP & Deed Research		2	16	32	32	0	9	1	0	92	13,222
Horizontal Control											
Re-establish Highway & R.R Baselines										0	
Tie-In Survey Baseline and Random Control	2023			8	8					16	\$2,192.00
Network Adjustments & Baseline Calculations										0	
Stake Out Primary Baseline	2023			12	12					24	\$3,288.00
Stake Out S-Lines	2023			8	8					16	\$2,192.00
Set Aerial Panels & Tie-In										0	
Reference Horizontal Control Points	2023			2	2					4	\$548.00
SUBTOTAL: Horizontal Control		0	0	30	30	0	0	0	0	60	\$8,220.00
Vertical Control											
Bench and Random Control Level Circuit	2023			8	8					16	\$2,192.00
Aerial Panel Level Circuit										0	
SUBTOTAL: Vertical Control		0	0	8	8	0	0	0	0	16	2,192
Topo & Cross Sections											
Utility Research & Location	2023		2	20	20					42	\$5,868.00
Storm & Sanitary Sewer Structure Details	2023			14	14					28	\$3,836.00
Topo (w/ Surface Model) Survey Baseline	2023			50	50					100	\$13,700.00
Topo (w/ Surface Model) S-Lines	2023			16	16					32	\$4,384.00
Hydraulic Cross Sections										0	
Local Testimony / High Water Levels										0	
Stream Data / Present Structure										0	
Storm & Sanitary Sewer Structure Details										0	
SUBTOTAL: Topo & Cross Sections		0	2	100	100	0	0	0	0	202	\$27,788.00



Task 2 - Topographic Survey Data Collection

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager I	Professional Surveyor IV	Survey Party Chief III	Survey Party Chief III	Survey Party Chief	Survey Technician	Admin Assistant			
Final Field Notes & QC/QA											
Topo Data Collection Compilation	2023		4	3						7	\$1,187.00
Develop Surface Model DTM & Contours	2023		10							10	\$1,940.00
Field Notes & Calculations	2023		4							4	\$776.00
Crew Coordination & Project Review	2023	2	2							4	\$852.00
Final Notebook Review	2023	2	4							6	\$1,240.00
Project Management & QC/QA	2023	2	4							6	\$1,240.00
SUBTOTAL: Final Field Notes & QC/QA		6	28	3	0	0	0	0	0	37	\$7,235.00
Total Hours	ECI	8	46	173	170	0	9	1	0	407	\$58,657.00
Hourly Rate (2023)		\$232.00	\$194.00	\$137.00	\$137.00	\$102.00	\$87.00	\$103.00	\$1.00		
Hourly Rate (2024)	3.5%	\$240.12	\$200.79	\$141.80	\$141.80	\$105.57	\$90.05	\$106.61	\$1.04		
Hourly Rate (2025)	3.5%	\$248.52	\$207.82	\$146.76	\$146.76	\$109.26	\$93.20	\$110.34	\$1.07		
Hourly Rate (2026)	3.5%	\$257.22	\$215.09	\$151.89	\$151.89	\$113.09	\$96.46	\$114.20	\$1.11		
								Total Labor Cost			\$58,657.00
DIRECT EXPENSES											
	No.	Unit		No.	Unit	Rate					
Mileage (Site)		Trips x		300	Mi./Trip x	\$0.50					
Mileage (On-Site Miles)	40	Trips x		25	Mi./Trip x	\$0.50					
Lodging	1	Rooms x			Nights x	\$130.00					
Per Diem	1	Staff x			Days x	\$41.00					
SUBCONSULTANT FEES											
										Total Direct Expense Cost and Subconsultant Fees	
											\$500.00
TOTAL FEE:											
										\$59,200.00	



Task 3 - Environmental Document (Local Funds)

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	Rate Year	Sr. Project Manager II	Sr. Project Manager I	Enviro. Specialist IV	Enviro. Specialist II	Enviro. Specialist I	Hist. /Sect. 106 Spec. IV	Hist. /Sect. 106 Spec. II	Admin			
LABOR												
Task 3.1: Task Organization/Coordination	2023	4	8	0	2	0	0	0	0	14	\$3,314.00	
SubTask 3.1a: Client Coordination/Progress	2023	4	8	0	2	0	0	0	0	14	\$3,314.00	
Task 3.2: Red Flag Investigation	2023	0	4	6	24	0	0	0	0	34	\$4,816.00	
SubTask 3.2a: Red Flag Investigation	2023	0	4	6	24	0	0	0	0	34	\$4,816.00	
Task 3.3: Waters of the U.S. Investigation/Report	2023	0	4	18	57	0	0	0	0	79	\$10,777.00	
SubTask 3.3a: Field Delineation/Determination	2023	0	0	12	12	0	0	0	0	24	\$3,420.00	
SubTask 3.3b: Report Development	2023	0	4	6	45	0	0	0	0	55	\$7,357.00	
Total Hours	ECI	4	16	24	83	0	0	0	0	127	\$18,907.00	
Hourly Rate (2023)		\$304.00	\$232.00	\$164.00	\$121.00	\$90.00	\$172.00	\$125.00	\$103.00			
Hourly Rate (2024)	3.5%	\$314.64	\$240.12	\$169.74	\$125.24	\$93.15	\$178.02	\$129.38	\$106.61			
Hourly Rate (2025)	3.5%	\$325.65	\$248.52	\$175.68	\$129.62	\$96.41	\$184.25	\$133.90	\$110.34			
Hourly Rate (2026)	3.5%	\$337.05	\$257.22	\$181.83	\$134.15	\$99.78	\$190.70	\$138.59	\$114.20			
											\$18,907.00	
DIRECT EXPENSES												
	No.	Unit	No.	Unit	Rate							
Mileage (Site)	1	Trips x	32	Mi./Trip x	\$0.50						\$16.00	
Mileage (On-Site Miles)		Trips x		Mi./Trip x	\$0.50						\$0.00	
SUBCONSULTANT FEES (Cultural Resource Analysts, Inc.)											\$0.00	
											\$16.00	
TOTAL FEE:												\$19,000.00

		Task 4 - Permitting										
Project Name:		191st Street										
Client:		City of Westfield										
Lochgroup Project No.:		123-1011										
TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	Rate Year	Sr. Project Manager II	Sr. Project Manager I	Enviro. Specialist IV	Enviro. Specialist II	Enviro. Specialist I	Hist. /Sect. 106 Spec. IV	Hist. /Sect. 106 Spec. II	Admin			
LABOR												
Task 4: Permitting	2023	12	0	0	40	0	0	0	0	52	\$8,488.00	
SubTask 4a: Permit Organization & Coordination	2023	2	0	0	0	0	0	0	0	2	\$608.00	
SubTask 4d: Construction Stormwater General Permit	2023	10	0	0	40	0	0	0	0	50	\$7,880.00	
Total Hours	ECI	12	0	0	40	0	0	0	0	52	\$8,488.00	
Hourly Rate (2023)		\$304.00	\$232.00	\$164.00	\$121.00	\$90.00	\$172.00	\$125.00	\$103.00			
Hourly Rate (2024)	3.5%	\$314.64	\$240.12	\$169.74	\$125.24	\$93.15	\$178.02	\$129.38	\$106.61			
Hourly Rate (2025)	3.5%	\$325.65	\$248.52	\$175.68	\$129.62	\$96.41	\$184.25	\$133.90	\$110.34			
Hourly Rate (2026)	3.5%	\$337.05	\$257.22	\$181.83	\$134.15	\$99.78	\$190.70	\$138.59	\$114.20			
											\$8,488.00	
DIRECT EXPENSES												
	No.	Unit	No.	Unit	Rate							
Mileage (Site)	0	Trips x	32	Mi./Trip x	\$0.50						\$0.00	
Mileage (On-Site Miles)		Trips x		Mi./Trip x	\$0.50						\$0.00	
Legal Notice											\$150.00	
SUBCONSULTANT FEES												
											\$150.00	
TOTAL FEE:												\$8,700.00



Task 5 - Roadway Design and Plan Development

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer II		
LABOR											
Preliminary Field Check Plans (40%)											
DCOMP Design Criteria/Site Visit/Pavement Design	2023		2	4				12	8	26	\$3,648.00
DCOMP Design Documentation	2023			4		8		20		32	\$4,084.00
DCOMP Submittal & Forms	2023			0				0		0	\$0.00
APC Alignments/Profiles	2023			4		16		32	8	60	\$7,512.00
APC Base Drawing	2023		2	4		8		24	8	46	\$6,036.00
APC Assemblies & Corridor	2023			4		8		36	16	64	\$7,908.00
APC Storm/Sanitary Pipe Network (In Task 7)	2023							0		0	\$0.00
APC Utility Network	2023			8				12		20	\$2,956.00
APC Approches & Drives	2023			4		8		8	0	20	\$2,776.00
APC Const Limits/R/W	2023			4		8		12	4	28	\$3,732.00
APC Roundabout Design	2023			8		40		64	24	136	\$17,144.00
HYD Hydraulics/Hydrology (In Task 7)	2023							0		0	\$0.00
GEN Title Sheet & Index Sheet	2023			2				4	2	8	\$1,108.00
GEN Typical Cross Sections	2023			2		4		8	4	18	\$2,344.00
GEN Geometric Ties/Ref Pts/Bench Marks	2023			4		4		12	4	24	\$3,192.00
GEN Plat No 1	2023			4		4		12	4	24	\$3,192.00
GEN Str Data Table (In Task 7)	2023							0		0	\$0.00
GEN Approach Table	2023			2		4		4	0	10	\$1,388.00
PP Plan & Profile Existing Topo	2023			4		4		24	24	56	\$7,100.00
PP Plan & Profile Design/Label	2023			4		4		24	24	56	\$7,100.00
MOT Maintenance of Traffic	2023		2	8		16		36	24	86	\$11,328.00
DTLS Construction Details	2023			4		16		40	28	88	\$10,984.00
DTLS Intersection/Spot Details	2023			0		4		12	0	16	\$1,848.00
DTLS Curb Ramp Details	2023			8		16		36	16	76	\$9,812.00
DTLS Misc Details	2023			4		4		12	8	28	\$3,712.00
DTLS Roundabout Details	2023			8		16		32	28	84	\$10,936.00
SGNMRK Sign/Pav Marking Sheets Details	2023			8		16		24	8	56	\$7,464.00
SGNMRK Sign/Pav Marking Tables	2023			4		8		12	4	28	\$3,732.00
SGNMRK Sign Details	2023			4		4		24	4	36	\$4,500.00
UNDR Underdrain Design/Table	2023			4		8		24	4	40	\$5,040.00
XSEC X-Section Templates	2023			4		8		44	24	80	\$9,820.00
XSEC X-Section Drive/Approach/Pipe/Str	2023			2		4		12	4	22	\$2,780.00
QCQA QC/QA	2023		4	8		8		16	8	44	\$6,464.00
QTY Quantities/Cost Est	2023			8		8		36	8	60	\$7,692.00
REV Review & Revisions	2023		4	4				8	4	20	\$3,168.00
SUBTOTAL: Preliminary Field Check Plans (40%)		0	14	144	0	256	0	676	302	1,392	\$180,500.00



Task 5 - Roadway Design and Plan Development

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer II		
Stage 3 Plans (95%)											
DCOMP Reports Geotechnical/Pavement Design	2024		2	4				12	8	26	\$3,775.68
DCOMP Design Documentation	2024			4		8		20		32	\$4,226.94
DCOMP Submittal & Forms	2024			0				0		0	\$0.00
APC Alignments/Profiles	2024			4		16		32	8	60	\$7,774.92
APC Base Drawing	2024		2	4		8		24	8	46	\$6,247.26
APC Assemblies & Corridor	2024			4		8		36	16	64	\$8,184.78
APC Approches & Drives	2024			4		8		8	0	20	\$2,873.16
APC Const Limits/R/W	2024			4		8		12	4	28	\$3,862.62
APC Roundabout Design	2024			8		40		64	24	136	\$17,744.04
HYD Hydraulics/Hydrology (In Task 7)	2024							0		0	\$0.00
GEN Title Sheet & Index Sheet	2024			2				4	2	8	\$1,146.78
GEN Typical Cross Sections	2024			2		4		8	4	18	\$2,426.04
GEN Plat No 1	2024			4		4		12	4	24	\$3,303.72
GEN Str Data Table (In Task 7)	2024							0		0	\$0.00
GEN Approach Table	2024			2		4		4	0	10	\$1,436.58
GEN Misc Tables	2024			4		8		8	4	24	\$3,411.36
GENTemp Erosion Control Plans/Table	2024			8		16		32	16	72	\$9,704.16
PP Plan & Profile Design/Label	2024			4		4		24	24	56	\$7,348.50
MOT Maintenance of Traffic	2024		2	8		16		36	24	86	\$11,724.48
DTLS Construction Details	2024			4		16		40	28	88	\$11,368.44
DTLS Intersection/Spot Details	2024			0		4		12	0	16	\$1,912.68
DTLS Curb Ramp Details	2024			8		16		36	16	76	\$10,155.42
DTLS Roundabout Details	2024			8		16		32	24	80	\$10,780.56
SGNMRK Sign/Pav Marking Sheets Details	2024			8		16		24	8	56	\$7,725.24
SGNMRK Sign/Pav Marking Tables	2024			4		8		12	4	28	\$3,862.62
SGNMRK Sign Details	2024			4		4		24	4	36	\$4,657.50
UNDR Underdrain Design/Table	2024			4		8		24	4	40	\$5,216.40
UNDR Underdrain Details	2024			2		4		8		14	\$1,887.84
XSEC X-Section Templates	2024			4		8		44	24	80	\$10,163.70
XSEC X-Section Drive/Approach/Pipe/Str	2024			2		4		12	4	22	\$2,877.30
QCQA QC/QA	2024		4	8		8		16	8	44	\$6,690.24
QTY Quantities/Cost Est	2024			8		8		36	8	60	\$7,961.22
REV Review & Revisions	2024		4	4				8	4	20	\$3,278.88
SUBTOTAL: Stage 3 Plans (95%)		0	14	138	0	272	0	664	282	1,370	\$183,729.06
Letting Documents											
DCOMP Prepare Bid Documents	2024		8	20		20		32	20		\$15,330.42
DCOMP Letting Questions/Revisions	2024		4	20		20		32	20		\$14,345.10



Task 5 - Roadway Design and Plan Development

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer II		
DCOMP PreConstruction Meeting	2024		4	4		4		4			\$2,848.32
SUBTOTAL: Letting Documents		0	16	44	0	44	0	68	40	0	\$32,523.84
Total Hours	ECI	0	44	326	0	572	0	1,408	624	2,762	\$396,752.90
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$109.00	\$130.00		
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$112.82	\$134.55		
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$116.76	\$139.26		
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$120.85	\$144.13		
								Total Labor Cost			\$396,752.90
DIRECT EXPENSES											
	No.	Unit		No.	Unit	Rate					
Mileage (Site)	8	Trips x		32	Mi./Trip x	\$0.50					\$128.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00
Total Direct Expense Cost											\$128.00
TOTAL FEE:											
											\$396,900.00



Task 7 - Hydraulics

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Engineer I	Project Engineer IV	Project Engineer I	Engineering Intern II	Engineering Intern I					
Preliminary Design (Preliminary Field Check)											
1.a. Existing data, FIS, FIRM, soils, and rainfall data review	2023		2	2		8				12	\$1,554.00
1.b. Site visit	2023		8		12					20	\$3,064.00
1.c. Hydrologic analysis	2023		2	6	16					24	\$3,110.00
1.d. Inlet spacing (up to 90 inlets)	2023		4	16	24					44	\$5,816.00
1.e. Outlet identification and analysis	2023		2	4	16					22	\$2,840.00
1.f. Coordination with Hamilton County (for legal drains)	2023		2	4						6	\$952.00
1.g. Existing H&H model (for detention analysis)	2023		4	16	8					28	\$3,928.00
1.h. Proposed H&H model (for storm sewer sizing)	2023		6	16	16					38	\$5,284.00
1.i. Utility conflict analysis	2023		2	4	8					14	\$1,896.00
1.j. Detention analysis	2023		4	8	8					20	\$2,848.00
1.k. BMP analysis	2023		4	8	16					28	\$3,792.00
1.l. Technical memo	2023		4	8	24					36	\$4,736.00
1.m. Plan & profile and construction detail sheets (up to 32 shts)	2023		2	16	16					34	\$4,460.00
1.n. Structure data table (up to 7 shts)	2023		1	2	4					7	\$948.00
1.o. Quantity calculations and cost estimate	2023		2	6	12					20	\$2,638.00
1.p. Preliminary Field Check	2023		4							4	\$824.00
1.q. QA/QC	2023	24			8	8				40	\$7,528.00
Final Design (Stage 3 Plans)											
2.a. Inlet spacing (up to 90 inlets)	2023		2	8	16					26	\$3,380.00
2.b. Coordination with Hamilton County (for legal drains)	2023			2						2	\$270.00
2.c. Proposed H&H model	2023		4	16	16					36	\$4,872.00
2.d. Utility conflict analysis	2023		2	4	8					14	\$1,896.00
2.e. Detention design and grading plan (up to 2 outlets)	2023		2	16	16	24				58	\$7,076.00
2.f. BMP design	2023		4	16	8					28	\$3,928.00
2.g. Plan & profile and construction detail sheets (up to 32 shts)	2024		2	16	16					34	\$4,616.10
2.h. Structure data table (up to 7 shts)	2024		1	2	4					7	\$981.18
2.i. Quantity calculations and cost estimate	2024		2	6	12					20	\$2,730.33
2.j. Hydraulic report	2024		4	16	16	32				68	\$8,652.60
2.k. QA/QC	2024	24			8	8				40	\$7,791.48
Total Hours	ECI	48	76	218	308	80	0	0	0	730	\$102,411.69
Hourly Rate (2023)		\$238.00	\$206.00	\$135.00	\$118.00	\$109.00					
Hourly Rate (2024)	3.5%	\$246.33	\$213.21	\$139.73	\$122.13	\$112.82					
Hourly Rate (2025)	3.5%	\$254.95	\$220.67	\$144.62	\$126.40	\$116.76					
Hourly Rate (2026)	3.5%	\$263.87	\$228.40	\$149.68	\$130.83	\$120.85					
								Total Labor Cost			\$102,411.69
DIRECT EXPENSES	No.	Unit		No.	Unit	Rate					
Mileage (Site)	2	Trips x		32	Mi./Trip x	\$0.50					
											\$32.00



Task 7 - Hydraulics

Project Name:

Client:

Lochgroup Project No.:

191st Street

City of Westfield

123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Engineer I	Project Engineer IV	Project Engineer I	Engineering Intern II	Engineering Intern I					
Preliminary Design (Preliminary Field Check)											
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
											\$0.00
Total Direct Expense Cost											\$32.00
TOTAL FEE:											
											\$102,500.00



Task 8 - Geotechnical Investigation

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer IV			
LABOR												
Lochmueller Review and Coordination	2023	4	4	4						12	\$2,992.00	
Total Hours	ECI	4	4	4	0	0	0	0	0	12	\$2,992.00	
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$109.00	\$194.00			
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$112.82	\$200.79			
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$116.76	\$207.82			
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$120.85	\$215.09			
								Total Labor Cost			\$2,992.00	
DIRECT EXPENSES												
	No.	Unit		No.	Unit	Rate						
Mileage (Site)		Trips x		32	Mi./Trip x	\$0.50					\$0.00	
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00	
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00	
Report Copies/Postage/Parking Fees		Each x		1	Cost/Each	\$1.00					\$0.00	
SUBCONSULTANT FEES (Atlas Geotechnical)											\$35,000.00	
Total Direct Expense Cost and Subconsultant Fees											\$25,100.00	
TOTAL FEE:												\$28,100.00



Task 9 - Right-of-Way Engineering

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION											TOTAL FEE / TASK
	Rate Year	Number of Parcels	Unit Price								
Title Research and T&E Report	2023	8	\$ 525.00								\$4,200.00
Right-of-Way Engineering	2023	8	\$ 3,750.00								\$30,000.00
*Combined and/or Eliminated Parcel											
Right-of-Way Staking	2023	8	\$ 750.00								\$6,000.00
DIRECT EXPENSES	No.	Unit		No.	Unit	Rate					
Mileage (Site)	0	Trips x		32	Mi./Trip x	\$0.50					\$0.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00
Report Copies/Postage/Parking Fees		Each x		1	Cost/Each	\$1.00					\$0.00
										Total Direct Expense Cost	\$0.00
*Parcels that are combined with another parcel and eliminated will be reduced in cost to \$500 per parcel instead of full unit cost.											
TOTAL FEE:										\$40,200.00	



Task 11 - Utility Coordination

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer II		
LABOR											
Utility Research	2023			4	4					8	\$1,580.00
Initial Notice of Proposed Improvements	2023			2	2					4	\$790.00
Request Verfication of Existing Facilities	2023			2	4					6	\$1,168.00
Conflict Analysis and Review	2023		2	20	20					42	\$8,376.00
Utility Coordination Meeting/PFC Meeting	2023		4	4						8	\$1,776.00
Work Plan Request	2023		2	2						4	\$888.00
Work Plan Review	2023		2	20	20					42	\$8,376.00
Work Plan Approval	2023		2	8						10	\$2,124.00
Contract Documents	2023		2	4						6	\$1,300.00
Total Hours	ECI	0	14	66	50	0	0	0	0	130	\$26,378.00
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$109.00	\$130.00		
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$112.82	\$134.55		
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$116.76	\$139.26		
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$120.85	\$144.13		
								Total Labor Cost			\$26,378.00
DIRECT EXPENSES											
	No.	Unit		No.	Unit	Rate					
Mileage (Site)	5	Trips x		32	Mi./Trip x	\$0.50					\$80.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00
Total Direct Expense Cost											\$80.00
TOTAL FEE:											
											\$26,500.00



Task 13 - Roadway Lighting Design

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer II		
LABOR											
Roadway Lighting Design											
Coordinate with City staff	2023	2		4						6	\$1,432.00
Perform field visit	2023			4			4			8	\$1,296.00
PFC lighting plans	2023	2		8		12	6			28	\$4,584.00
Stage 3 lighting plans	2023	2		8	8	8	8			34	\$5,792.00
Final Tracing submittal	2023	2		4	4	4	4			18	\$3,200.00
Provide responses to requests for information	2023	2		4						6	\$1,432.00
Shop Drawing Review	2023	4			4					8	\$1,972.00
SUBTOTAL: Roadway Lighting Design		14	0	32	16	24	22	0	0	108	\$19,708.00
Total Hours	ECI	14	0	32	16	24	22	0	0	108	\$19,708.00
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$109.00	\$130.00		
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$112.82	\$134.55		
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$116.76	\$139.26		
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$120.85	\$144.13		
								Total Labor Cost			\$19,708.00
DIRECT EXPENSES											
	No.	Unit		No.	Unit	Rate					
Mileage (Site)	1	Trips x		32	Mi./Trip x	\$0.50					\$16.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00
Total Direct Expense Cost											\$16.00
TOTAL FEE:											
\$19,800.00											



Task 14 - Construction Phase Services

Project Name: 191st Street
Client: City of Westfield
Lochgroup Project No.: 123-1011

TASK DESCRIPTION	STAFF HOURS BY CLASSIFICATION									TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Rate Year	Sr. Project Manager II	Senior Engineer I	Project Engineer IV	Project Engineer III	Project Engineer I	Engineering Intern II	Engineering Intern I	Engineering Designer IV		
LABOR											
Review Contract Information Book	2023	4				4				8	\$1,756.00
Attend Preconstruction Conference	2023	4				4				8	\$1,756.00
Questions during construction	2023	2				16				18	\$2,768.00
Shop Drawing Review	2023	2				8				10	\$1,688.00
Total Hours	ECI	12	0	0	0	32	0	0	0	44	\$7,968.00
Hourly Rate (2023)		\$304.00	\$238.00	\$206.00	\$189.00	\$135.00	\$118.00	\$109.00	\$194.00		
Hourly Rate (2024)	3.5%	\$314.64	\$246.33	\$213.21	\$195.62	\$139.73	\$122.13	\$112.82	\$200.79		
Hourly Rate (2025)	3.5%	\$325.65	\$254.95	\$220.67	\$202.46	\$144.62	\$126.40	\$116.76	\$207.82		
Hourly Rate (2026)	3.5%	\$337.05	\$263.87	\$228.40	\$209.55	\$149.68	\$130.83	\$120.85	\$215.09		
								Total Direct Labor Cost			\$7,968.00
Overhead @											\$0.00
Labor + Overhead											\$7,968.00
Profit @											\$0.00
FCCM @											\$0.00
Total Labor Cost										\$7,968.00	
DIRECT EXPENSES											
	No.	Unit		No.	Unit	Rate					
Mileage (Site)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (On-Site Miles)		Trips x			Mi./Trip x	\$0.50					\$0.00
Mileage (LDO)		Trips x			Mi./Trip x	\$0.50					\$0.00
Total Direct Expense Cost											\$0.00
TOTAL FEE:											
											\$8,000.00



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February 15, 2023

Mr. Chris Schultz, P.E.
Lochmueller Group
3502 Woodview Trace
Suite 150
Indianapolis, IN 46268

SUBJECT: Geotechnical Engineering Investigation
191st Street Reconstruction
From Grand Park Boulevard to Tomlinson Road
Westfield, Indiana
ATLAS Proposal No. 23-01490

Dear Mr. Schultz:

Atlas is pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project.

BACKGROUND

It is our understanding that the project will consist of widening an approximately 3,900 ft long section of 191st Street beginning approximately 1,000 ft west of Grand Park Boulevard and ending approximately 250 ft west of Tomlinson Road on the north side of Westfield in Hamilton County, Indiana. The typical section for 191st Street will be four lanes with a center median to match the corridor to the east. Additionally, 8 ft wide multi-use paths will be on both the north and south sides. This project is anticipated to utilize 100% local funds.

SCOPE OF SERVICES

The objectives of this investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed project. The proposed subsurface exploration consists of drilling up to 9 test borings. The test borings will be drilled to depths of approximately 25 ft to 90 ft. The subsurface investigation program includes 9 test borings to an average depth of 25 ft for the widening of 191st Street. Split-barrel samples (AASHTO T 206) will be obtained at 2.5 ft intervals to a depth of 15 ft below the existing ground surface and at 5 ft intervals elsewhere. Ground water level observations will be made during drilling operations, immediately after withdrawal of the augers from the borings and approximately 24 hours after completion of drilling in selected borings. We will plug the upper 1 ft of the boreholes in pavement areas with concrete.

A field check of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. Atlas will contact Indiana 811 Underground Plant Protection Service to locate underground utilities that are owned by the member utility companies.

Laboratory tests will be performed as necessary to establish the significant engineering characteristics and parameters of the subsurface soils. Resilient modulus values for the pavement subgrade soils will be estimated based on classification test results. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the roadway embankments and the earth related elements of the pavement (i.e., resilient modulus values and subgrade treatment types).

It is our understanding that these sections are currently 100% locally funded. However, in consideration that state or federal funds may become available, the proposed subsurface exploration, laboratory testing program and engineering analyses are in general conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

This proposal is based on the following assumptions and exclusions:

- It is assumed that the test borings are accessible to a truck mounted drill rig.
- It is assumed that Lochmueller Group and City of Westfield Representatives will arrange for right-of-entry onto private property.
- It is assumed that if it is determined that test borings must be drilled in wooded areas; City of Westfield representatives will clear access to the test boring locations, will arrange for a contractor to clear access or Atlas will retain a clearing contractor for additional fees.
- The field work can be performed during normal weekday working hours.
- All auger cuttings that cannot be placed to backfill the boreholes can be distributed on-site. The scope of this investigation does not include characterization or containerization of the auger-cuttings and drilling fluids; or the disposal of the auger cuttings, drillings fluids and/or containers.
- This proposal does not include costs for restitution for crop or landscape damage and Atlas will not be responsible for unavoidable damage to crops and landscaping.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials.

FEE ESTIMATE

We propose to perform the scope of services described herein according to the unit charges for the applicable items as shown on the attached fee schedule. The cost of the study will not exceed \$25,100.00, unless unexpected subsurface conditions are encountered or the project characteristics are changed significantly. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you and changes to the scope of work will require a

written change order.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are fees for the preparation of construction documents (e.g., plans and specifications), special conferences and any other work requested after submittal of our report.

AUTHORIZATION

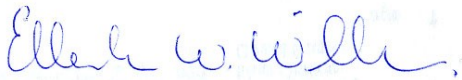
Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the field of geotechnical engineering at the time and location where the services are performed. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

This proposal is based upon the assumption that it will be incorporated into a negotiated Subconsultant Agreement for Professional Services between Lochmueller Group and Atlas Technical Consultants LLC and that this proposal will serve to define the scope of services and fees.

If you have any questions concerning this proposal, please do not hesitate to call me.

Sincerely,

ATLAS TECHNICAL CONSULTANTS LLC



Ellen Anne W. Wilkinson, P.E.
Senior Geotechnical Engineer

Attachments

**ATTACHMENT
ATLAS FEE SCHEDULE**



	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	1	ea	\$284.00	\$284.00
b. CPT		ea	\$475.00	\$0.00
c. Mileage	30	mi	\$3.70	\$111.00
2. Truck mounted borings with split-spoon sampling			\$0.00	\$0.00
a. Standard	200	ft	\$20.00	\$4,000.00
b. Night time		ft	\$23.60	\$0.00
3. Truck mounted borings with drilling fluid			\$0.00	
a. Standard		ft	\$22.00	\$0.00
b. Night time		ft	\$26.00	\$0.00
4. Truck mounted core drilling			\$0.00	
a. Standard		ft	\$41.00	\$0.00
b. Night time		ft	\$48.40	\$0.00
5. Truck mounted borings			\$0.00	\$0.00
a. Truck mounted borings through bedrock or boulders or concrete pavement			\$0.00	\$0.00
i. Standard		ft	\$41.00	\$0.00
ii. Night time		ft	\$48.40	\$0.00
b. Bridge deck coring and restoration			\$0.00	\$0.00
i. Standard		ea	\$368.00	\$0.00
ii. Night time		ea	\$434.00	\$0.00
6. Cone penetrometer testing			\$0.00	\$0.00
a. Set up			\$0.00	\$0.00
i. Standard		ea	\$84.00	\$0.00
ii. Night time		ea	\$99.00	\$0.00
b. Subsurface profiling			\$0.00	\$0.00
i. Standard		ft	\$13.00	\$0.00
ii. Night time		ft	\$15.00	\$0.00
c. Profiling with pore pressure measurement			\$0.00	\$0.00
i. Piezometric Saturation			\$0.00	\$0.00
a. Standard		ea	\$98.00	\$0.00
b. Night time		ea	\$115.00	\$0.00
ii. Penetration				\$0.00
a. Standard		ft	\$15.25	\$0.00
b. Night time		ft	\$18.00	\$0.00
iii. Pore water dissipation test			\$0.00	\$0.00
a. Standard		hr	\$200.00	\$0.00
b. Night time		hr	\$235.00	\$0.00
iv. Hydraulic conductivity and consolidation			\$0.00	\$0.00
a. Standard		ea	\$79.00	\$0.00
b. Night time		ea	\$93.00	\$0.00

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
6.	d. Profiling with Shearwave Velocity Measurement				\$0.00
	i. Standard		ft	\$17.00	\$0.00
	ii. Night time		ft	\$20.00	\$0.00
	e. Sample			\$0.00	\$0.00
	i. Standard		ea	\$26.00	\$0.00
	ii. Night time		ea	\$30.00	\$0.00
7.	Hand or truck soundings			\$0.00	\$0.00
	a. Standard	0	ft	\$13.25	\$0.00
	b. Night time		ft	\$15.50	\$0.00
8.	Hand auger drilling			\$0.00	\$0.00
	a. Standard		ft	\$13.75	\$0.00
	b. Night time		ft	\$16.25	\$0.00
9.	Skid mounted borings with split-spoon sampling			\$0.00	\$0.00
	a. Standard	25	ft	\$32.00	\$800.00
	b. Night time		ft	\$37.75	\$0.00
10.	Skid mounted borings using drilling fluid			\$0.00	\$0.00
	a. Standard		ft	\$33.50	\$0.00
	b. Night time		ft	\$39.50	\$0.00
11.	Skid mounted core drilling			\$0.00	\$0.00
	a. Standard		ft	\$46.00	\$0.00
	b. Night time		ft	\$54.00	\$0.00
12.	Skid mounted boring through bedrock or boulders			\$0.00	\$0.00
	a. Standard		ft	\$48.00	\$0.00
	b. Night time		ft	\$56.00	\$0.00
13.	Skid mounted soundings			\$0.00	\$0.00
	a. Standard		ft	\$19.00	\$0.00
	b. Night time		ft	\$22.00	\$0.00
14.	Skid Mounted Cone Penetrometer Testing (CPT)			\$0.00	\$0.00
	a. Set up			\$0.00	\$0.00
	i. Standard		ea	\$121.00	\$0.00
	ii. Night time		ea	\$143.00	\$0.00
	b. Subsurface profiling			\$0.00	\$0.00
	i. Standard		ft	\$18.75	\$0.00
	ii. Night time		ft	\$22.00	\$0.00
	c. Profiling with pore pressure measurement			\$0.00	\$0.00
	i. Piezometric Saturation			\$0.00	\$0.00
	a. Standard		ea	\$116.00	\$0.00
	b. Night time		ea	\$137.00	\$0.00
	ii. Penetration			\$0.00	\$0.00
	a. Standard		ft	\$22.00	\$0.00
	b. Night time		ft	\$26.00	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
14. c. iii. Pore Water Dissipation Test			\$0.00	\$0.00
a. Standard		hr	\$231.00	\$0.00
b. Night time		hr	\$273.00	\$0.00
iv. Hydraulic Conductivity and Consolidation			\$0.00	\$0.00
a. Standard		ea	\$89.00	\$0.00
b. Night time		ea	\$105.00	\$0.00
d. Profiling with Shearwave Velocity Measurement			\$0.00	\$0.00
i. Standard		ft	\$26.25	\$0.00
ii. Night time		ft	\$31.00	\$0.00
e. Sample			\$0.00	\$0.00
i. Standard		ea	\$34.00	\$0.00
ii. Night time		ea	\$40.00	\$0.00
15. Furnishing of a boat		Actual Cost	1.0	\$0.00
16. Barge set-up expenses			\$0.00	\$0.00
a. Navigable water			\$0.00	\$0.00
i. Barge set-up		ea	\$6,300.00	\$0.00
ii. Rental of support equipment and/or boat		Actual Cost	1.0	\$0.00
iii. Drill rig down time		hr	\$157.00	\$0.00
b. Non-navigable water barge set-up		ea	\$5,250.00	\$0.00
17. Additional disassembly and reassembly			\$0.00	\$0.00
a. Navigable water		ea	\$2,200.00	\$0.00
b. Non-navigable water		ea	\$2,000.00	\$0.00
18. Barge mounted borings with split spoon sampling		ft	\$35.00	\$0.00
19. Barge mounted core drilling		ft	\$48.00	\$0.00
20. Barge mounted boring through bedrock or boulders		ft	\$48.00	\$0.00
21. Barge mounted soundings		ft	\$21.00	\$0.00
22. Casing through water		ft	\$9.00	\$0.00
23. Uncased sounding through water		ft	\$6.00	\$0.00
24. Set up for borings and machine soundings			\$0.00	\$0.00
a. Borings and machine soundings less than 20 ft deep		ea	\$74.00	\$0.00
b. Rock core borings		ea	\$126.00	\$0.00
25. Additional 2-in. split spoon sampling	9	ea	\$22.00	\$198.00
26. 3-in. split spoon samples		ea	\$24.00	\$0.00
27. 3-in. Shelby tube samples	1	ea	\$66.00	\$66.00
28. Bag samples			\$0.00	\$0.00
a. 25-lb sample	1	ea	\$54.00	\$54.00
b. 5-lb sample		ea	\$35.00	\$0.00
29. Field vane shear test			\$0.00	\$0.00
a. Standard		ea	\$121.00	\$0.00
b. Night time		ea	\$143.00	\$0.00
30. 4½-in. cased hole		ft	\$13.25	\$0.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
31. Installation of Geotechnical Instruments			\$0.00	\$0.00
a. Inclinometer casing installation			\$0.00	\$0.00
i. Standard		ft	\$16.00	\$0.00
ii. Night time		ft	\$19.00	\$0.00
b. Piezometer installation up to 25 ft below surface		ea	\$284.00	\$0.00
c. Piezometer installation deeper than 25 ft below surface		ea	\$315.00	\$0.00
d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$132.00	\$0.00
32. Railroad expenses		Actual Cost	1.0	\$0.00
33. Twenty-four hour water levels			\$0.00	\$0.00
a. Field measurements per borehole			\$0.00	\$0.00
i. Standard	2	ea	\$40.00	\$80.00
ii. Night time		ea	\$48.00	\$0.00
b. PVC slotted pipe	20	ft	\$6.50	\$130.00
34. Special borehole backfilling			\$0.00	\$0.00
a. 0 to 15 ft			\$0.00	\$0.00
i. SPT			\$0.00	\$0.00
a. Standard	9	ea	\$150.00	\$1,350.00
b. Night time		ea	\$175.00	\$0.00
ii. CPT			\$0.00	\$0.00
a. Standard		ea	\$49.00	\$0.00
b. Night time		ea	\$57.00	\$0.00
b. More than 15 ft			\$0.00	\$0.00
i. SPT			\$0.00	\$0.00
a. Standard		ft	\$7.00	\$0.00
b. Night time		ft	\$8.25	\$0.00
ii. CPT			\$0.00	\$0.00
a. Standard		ft	\$2.00	\$0.00
b. Night time		ft	\$2.40	\$0.00
c. Pavement restoration			\$0.00	\$0.00
i. Standard	8	ea	\$65.00	\$520.00
ii. Night time		ea	\$75.00	\$0.00
35. Equipment Rental		Actual Cost	1.0	\$0.00
36. Traffic control			\$0.00	\$0.00
a. Flag crew	0	day	\$800.00	\$0.00
b. Equipment Rental and professional traffic control services	\$6,000.00	Actual Cost	1.0	\$6,000.00
c. Flag crew with equipment	0	day	\$950.00	\$0.00
37. Centerline surveying		Actual Cost	1.0	\$0.00
38. Percolation Test				
a. Granular Soils (A-1, A-2, A-3)	0	ea	\$2,000.00	\$0.00
b. Cohesive Soils (A-4, A-5, A-6, A-7)	0	ea	\$3,000.00	\$0.00
Subtotal - Geotechnical Field				\$13,593.00

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL LABORATORY</u>				
39. Sieve analysis for soils	5	ea	\$52.00	\$260.00
40. Hydrometer analysis	5	ea	\$61.00	\$305.00
41. Sieve analysis for Aggregates			\$0.00	\$0.00
a. Analysis by Washing (AASHTO T-11)		ea	\$81.00	\$0.00
b. Analysis by Using (AASHTO T-27)		ea	\$142.00	\$0.00
42. Liquid limit	5	ea	\$41.00	\$205.00
43. Plastic limit & plasticity index	5	ea	\$30.00	\$150.00
44. Liquid Limit Ratio		ea	\$79.00	\$0.00
45. pH test	5	ea	\$16.50	\$82.50
46. Loss on Ignition Test			\$0.00	\$0.00
a. Loss on Ignition Test (Conventional)	1	ea	\$26.00	\$26.00
b. Loss on Ignition Test (Sequential)		ea	\$55.00	\$0.00
c. Organic content based on Colorimeter		ea	\$26.00	\$0.00
47. Topsoil Tests			0	
a. Phosphorus tests		ea	\$23.00	\$0.00
b. Potassium tests		ea	\$23.00	\$0.00
48. Moisture Content Test			0	
a. Moisture Content Test (Conventional)	50	ea	\$7.25	\$362.50
b. Moisture Content Test (Microwave)		ea	\$9.00	\$0.00
49. Expansion Index of Soils		ea	\$247.00	\$0.00
50. Specific Gravity Test		ea	\$38.00	\$0.00
51. Unit weight determination	2	ea	\$19.00	\$38.00
52. Hydraulic Conductivity Test			\$0.00	\$0.00
a. Constant Head		ea	\$247.00	\$0.00
b. Falling Head		ea	\$300.00	\$0.00
53. Unconfined Compression Test on soils & Rocks			\$0.00	
a. Unconfined Compression Test (Soils)	2	ea	\$50.00	\$100.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)			\$0.00 \$0.00 ea	\$0.00 \$0.00 \$125.00
c. Point Load Strength Index of Rock		ea	\$55.00	\$0.00
54. Compressive Strength and Elastic Moduli of Intact Rock			\$0.00	\$0.00
a. Compressive Strength of Intact Rock		ea	\$120.00	\$0.00
b. Elastic Moduli of Intact Rock		ea	\$452.00	\$0.00
55. Consolidation Test		ea	\$500.00	\$0.00
56. Triaxial test			\$0.00	\$0.00
a. Unconsolidated - Undrained (UU)		ea	\$375.00	\$0.00
b. Consolidated - Undrained (CU)		ea	\$550.00	\$0.00
c. Consolidated - Drained (CD)		ea	\$775.00	\$0.00

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
56	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$0.00 \$260.00	\$0.00 \$0.00
57	Direct Shear Test		ea	\$575.00	\$0.00
58	Moisture-Density Relationship Test			\$0.00	\$0.00
	a. Standard Proctor	1	ea	\$150.00	\$150.00
	b. Modified Proctor		ea	\$165.00	\$0.00
59	Soil Support Testing			\$0.00	\$0.00
	a. Resilient Modulus on remolded soil sample		ea	\$660.00	\$0.00
	b. Resilient modulus on Shelby tube sample		ea	\$420.00	\$0.00
60	Collapse Potential Evaluation Test			\$0.00	\$0.00
	a. Cohesive or Expansive Soils		ea	\$500.00	\$0.00
61	Water Soluble Sulfate Test	5	ea	\$110.00	\$550.00
62	Water Soluble Chloride Test		ea	\$110.00	\$0.00
63	Soil Resistivity Test		ea	\$150.00	\$0.00
64	Rock Durability Tests			\$0.00	\$0.00
	a. Slake Durability Index Test		ea	\$140.00	\$0.00
	b. Jar Slake Test		ea	\$15.00	\$0.00
Subtotal - Geotechnical Laboratory					\$2,229.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>					
74	Pressuremeter Testing services		day	\$1,800.00	\$0.00
75.	Mobilization of testing Equipment		LS	\$200.00	\$0.00
77	Integrity testing		Actual Cost	1.0	\$0.00
79	Dynamic pile analysis		ea	\$1,100.00	\$0.00
81	Dynamic pile load test		Actual Cost	1.0	\$0.00
82	CAPWAP-C analysis		ea	\$600.00	\$0.00
Subtotal - Construction Inspection and Monitoring					\$0.00
<u>PAVEMENT INVESTIGATION</u>					
88.	Mobilization of coring equipment		LS	\$225.00	\$0.00
89.	Mobilization mileage for coring equipment		mi	\$2.00	\$0.00
90.	Pavement core (partial depth)		ea	\$140.00	\$0.00
91.	Pavement core (full depth)				
	a. Standard		ea	\$215.00	\$0.00
	b. Night time		ea	\$255.00	\$0.00
92.	Sub-base sample		ea	\$66.00	\$0.00
93.	Cement concrete pavement core density determination		ea	\$36.00	\$0.00
94.	Cement concrete core compressive strength test		ea	\$35.00	\$0.00
95.	Bituminous extraction test		ea	\$90.00	\$0.00
96.	Sieve analysis of extracted aggregate test		ea	\$61.00	\$0.00
97.	Recovery of asphalt from solution by Abson method		ea	\$378.00	\$0.00
98.	Theoretical maximum specific gravity test		ea	\$80.00	\$0.00
99.	Bulk specific gravity test		ea	\$35.00	\$0.00
100.	Air voids calculation		ea	\$31.00	\$0.00

Geotechnical Engineering Services
 191st Street Widening
 Grand Park Boulevard to Tomlinson Road
 Westfield, Indiana

Atlas Technical Consultants LLC
 2023 Fee Schedule
 Atlas Proposal 23-01490

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
101. Core report		ea	\$65.00	\$0.00
Subtotal - Pavement Investigation				\$0.00

GEOTECHNICAL ENGINEERING

Engineer/Scientist	0	hr	\$55.94	\$0.00
Staff Engineer/Scientist	46	hr	\$68.94	\$3,171.24
Project Engineer/Scientist	0	hr	\$96.61	\$0.00
Senior Registered Engineer/Certified Scientist	45	hr	\$126.69	\$5,701.05
Principal Engineer/Scientist	0	hr	\$163.99	\$0.00
Project Administrator	2	hr	\$51.89	\$103.78
Clerical Services	0	hr	\$39.02	\$0.00
Senior Draftsperson	0	hr	\$61.47	\$0.00
Draftsperson	4	hr	\$61.40	\$245.60
Senior Technician	0	hr	\$64.00	\$0.00
Mileage	120	mile	\$0.410	\$49.20
Per Diem		Cost	1.0	\$0.00
Lodging		Cost	1.0	\$0.00
Permits		Cost	1.0	\$0.00
Subtotal - Geotechnical Engineering				\$9,270.87

Summary of Fees

Geotechnical Field	\$13,593.00
Geotechnical Laboratory	\$2,229.00
Geotechnical Engineering	\$9,270.87
Construction Inspection and Monitoring	\$0.00
Pavement Investigation	\$0.00
Estimated Total	\$25,092.87

AMENDMENT NO 1

THIS AMENDMENT IS TO THE AGREEMENT made and entered into the 27th day of April 2022, by and between the City of Westfield (**OWNER**) and Resolution Group, Inc. (**ENGINEER**).

WITNESSETH

WHEREAS, circumstances have arisen which necessitate changes in the original AGREEMENT; and,

WHEREAS, such changes are directly related to the designated project as described in the original AGREEMENT as On Call Engineering Services; and,

WHEREAS, ENGINEER is willing to perform said services.

NOW THEREFORE, for and in consideration of the above representation, OWNER and ENGINEER agree that the AGREEMENT should be amended as follows:

1. This AMENDMENT adds additional compensation to the Original Agreement to complete the requested Inspection Services under this AGREEMENT, with no change to AGREEMENT expiration date.
2. ENGINEER's Compensation as called for in APPENDIX "D" of the original AGREEMENT shall remain as follows:

Original	+ Amend. #1	= Total
\$20,000.00	+\$27,800.00	= \$47,800.00
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT shall become effective on the latest date of execution by a required party.
5. The AGREEMENT, as amended, shall expire December 31, 2023.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 2023.

ENGINEER:
RESOLUTION GROUP, INC.

OWNER:

Nicole Kalck, PE, Director of Transportation

By: _____

Attest: _____

Date: _____



Resolution Group, Inc.

February 2, 2023

Mr. Wes Rood
Stormwater Coordinator
City of Westfield
2728 East 171st Street
Westfield, IN 46074

RE: Stormwater Management Inspections

Mr. Rood:

Resolution Group, Inc. (RGI) is pleased to submit this scope and fee for the City of Westfield's Construction Site Stormwater Inspections.

Scope

This scope of work involves Stormwater Construction Site inspections and the associated documentation for up to 2 rounds of inspections for up to 60 sites.

Deliverables

The following submittal items will be prepared by RGI and submitted to the City:

- One Inspection Report for each site, at each inspection.

Assumptions & Exclusions:

- Sites will be inspected twice; once in the Spring of 2023 and once in the Fall of 2023.
- Fee is based on inspection of active construction sites assigned by City of Westfield.

Fee

RGI proposes to perform the above-mentioned scope items on a **time and materials basis for up to \$27,800** in accordance with the master billing rates in the RGI On-call contract with the City of Westfield. Resolution Group, Inc. will only perform additional services with Client's prior written consent.



Resolution Group, Inc.

If you have any questions or need additional information about this proposal, please feel free to contact us at (317) 900-0222 or nkalck@resogrp.com.

Sincerely,

Resolution Group, Inc.

Nicole Kalck, PE
Director of Transportation Services

Cc: Cheyenne Hoffa, Resolution Group, Inc



DESCRIPTION	STAFF HOURS BY CLASSIFICATION						TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Plan Sheets	Sr. PM	Sr. Environmental Scientist	Environmental Scientist				
Stormwater Inspections								
Project Management / Invoices		6					6	\$1,319.70
Stormwater Inspections (Round 1)			31	92			123	\$13,240.52
Stormwater inspections (Round 2)			31	92			123	\$13,240.52
							0	\$0.00
SUBTOTAL:							252	\$27,800.74
TOTAL - HOURS:		6	62	184	0	0	252	
Loaded Hourly Rate		\$219.95	\$127.52	\$100.95				
COSTS PER CLASSIFICATION		\$1,319.70	\$7,906.24	\$18,574.80	\$0.00	\$0.00		\$27,800.74
TOTAL HOURLY COSTS:								\$27,800.00

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

RESOLUTION GROUP, INC.

2023 HOURLY RATE SCHEDULE

Classification

Hourly Billing Rates

<i>Project Management</i>	
<i>Sr. Project Manager</i>	\$219.95
<i>Project Manager</i>	\$180.94
<i>Engineering</i>	
<i>Project Engineer</i>	\$180.94
<i>Sr Utility Coordinator</i>	\$180.14
<i>Utility Coordinator</i>	\$86.47
<i>Sr. Designer/CADD</i>	\$118.95
<i>Engineer</i>	\$127.45
<i>Graduate Engineer</i>	\$104.65
<i>Cadd Technician</i>	\$86.47
<i>Land Survey/ROW</i>	
<i>Project Surveyor</i>	\$196.11
<i>Survey Crew Chief</i>	\$101.97
<i>ROW Technician</i>	\$118.95
<i>Survey Specialist</i>	\$96.58
<i>Construction Inspection</i>	
<i>Resident Project Representative</i>	\$239.07
<i>Senior Construction Inspector</i>	\$114.28
<i>Construction Inspector</i>	\$92.79
<i>Environmental/Stormwater</i>	
<i>Certified Stormwater Specialist</i>	\$179.87
<i>Sr. Environmental Scientist</i>	\$127.52
<i>Environmental Scientist</i>	\$100.95
<i>Environmental Technician</i>	\$79.64

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: Duke Energy

Address: 16475 SOUTHPARK ST

City: WESTFIELD State: IN Zip: 46074

Phone: 317-385-1225 Fax: _____

Email: TRAVIS.KRICK@DUKE-ENERGY.COM

Name of Sub-Contractor: ARC AMERICAN

Address: 311 S INDIANA AVE

City: WAKARUSA State: IN Zip: 46573

Phone: 317-995-2207 Fax: _____

Email: _____

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

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

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

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: _____

Title: DISTRICT ENGINEER

Printed Name: TRAVIS L KRICK

Date: _____

Company Name: DUKE ENERGY

Phone Number: 317-385-1225

For Office Use Only:

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

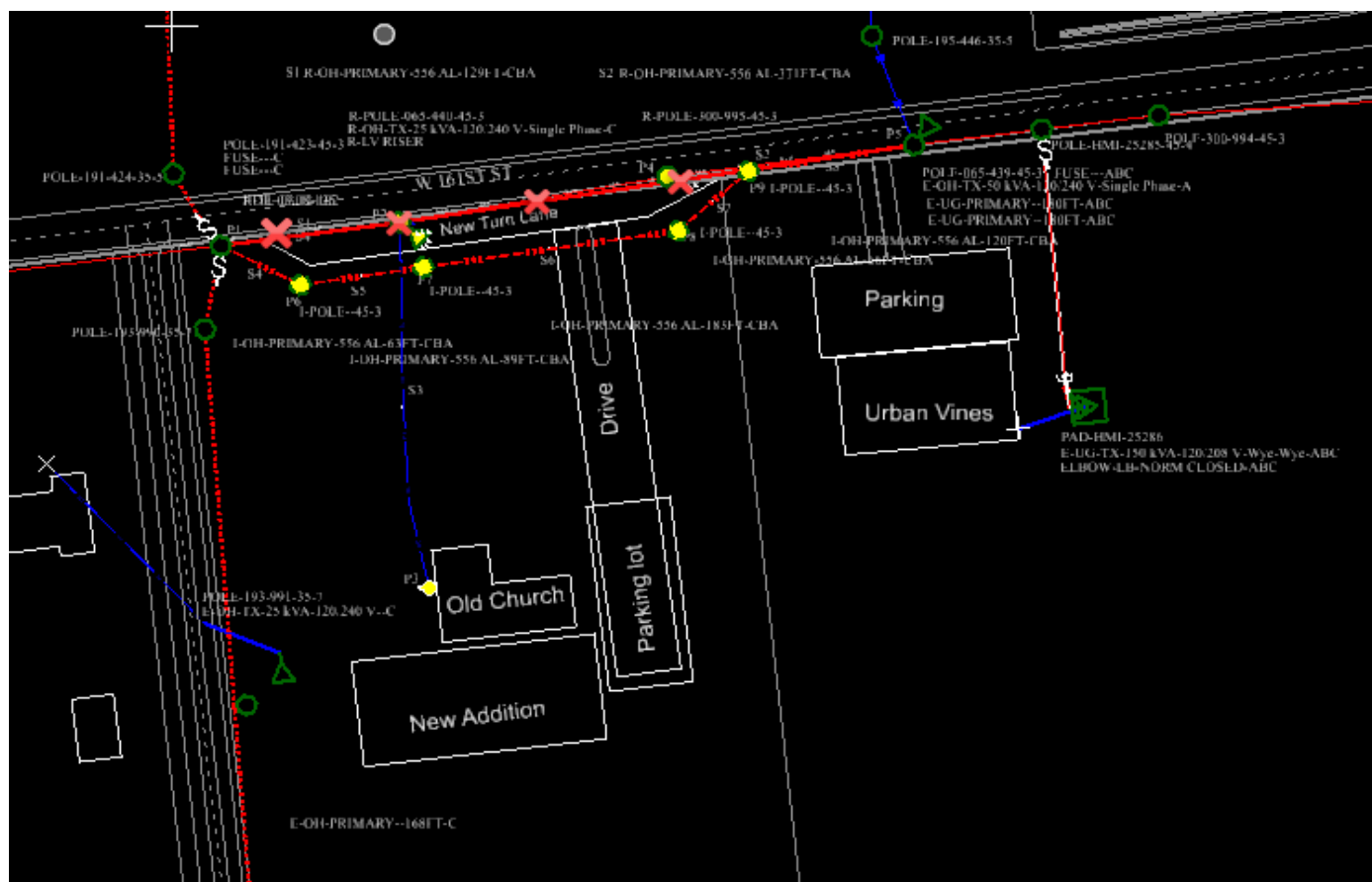
Steel Plates or other authorized substitute to be used? ☐ YES ☐ NO (If yes, refer to #4 above)

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

Director/or his representative

Project Manager/when applicable

Date Approved





**City of Westfield Fire Department
Board of Public Works & Safety Report
End Of Year 2022 Report**

Contact: Fire Chief

Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire 2022 Incident Statistics

Department report

Engine 84 paperwork is done and we have a build number

Chief Tracy finished his last official day in the office. He is set to retire in March of 2023.

For the month of December, we responded to 505 calls. Average 16.83 per day.

For the year 2022

We saw an 8.5% increase in EMS calls from year 21 and a 14.1% in fire calls.

We averaged 13.60 calls per day. 9.16 medical and 4.44 fire/other call types.

Our average turnout time was 1:24 this is for all calls.

Our average response time was 6:11. This is from the time the call is dispatched until we make to the scene.

We had 10,412 apparatus responses

Started construction of new Fire Headquarters



Purchased new apparatus to replace Engine, Ambulance and Ladder. Updated some other fleet vehicles as well.



Westfield Fire 2022 Incident Statistics

Training and Public Education

The department as a whole had 30,554 logged training hours for 2022.

The department logged & conducted 313 public education events for 376 hours in 2022.

The department was responsible for hiring 13 people in 2022, with 4 different recruit / lateral classes.

Jan

Eli Rivera

Cody Shipley

Mickey Markley

Craig Burke

June

Claude Hedlund

Patrik Seal

August

Abby Poynter

Zach Keller

Abe Westerman

Josh Shrum

November

Ethan Griffith

Colton Howard

Dan Lambert

EMS

Hired our first Emergency Services Social Worker Jaime Pristasch

Jaime is a welcome addition to our team and we are only beginning to scratch the surface. In 2022 as of November we responded to 98 Mental/Emotional type calls and 26 overdose runs. With her background and connections, she is going to be integral to assist the us and the public. With that being stated, we have established a group within the city to develop a better way to deal with behavioral and mental wellness. I am excited for what the future holds.

The EMS division successfully completed education of the North Side Recruit Academy and 100% of the students passed the National Registry. This is a difficult feat and I want to recognize the EMS division for all of there work.

The EMS division also completed the credentialing process to get the MIH program certified and recognized by the State and the EMS commission. We are one of only a few credentialed programs in the State.



Westfield Fire 2022 Incident Statistics

Inspections Division

Total inspections in 2022 done by the division (this includes initial and reinspections).

Inspections 2057

Construction Finals 59

Operations

New Low Friction, High GPM (New Hose)

Review and evaluation of hose loads

Updated hose loads to increase effectiveness and efficiency

Review and updated Standard Company Function

New water rescue craft and equipment

New nozzles that will deliver a high flow stream at reduced nozzle pressure, reduce work on the firefighter.

Update Technical Rescue equipment for Rope, Trench and confined space.

Promotion processes for Engineer, Lt, Capt and BC with promotions in each level

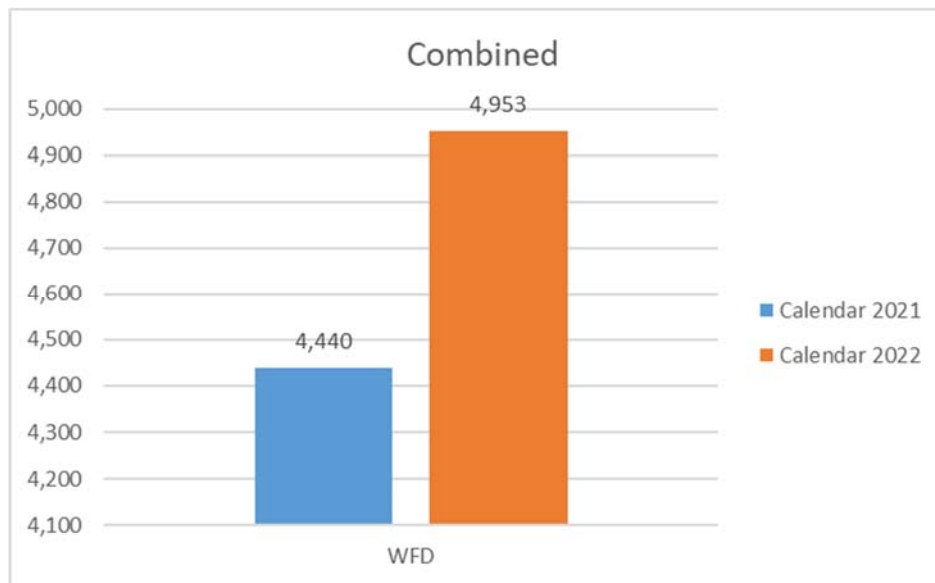
40 plus hour officer development program (Harper)



Westfield Fire 2022 Incident Statistics

Run Data

2021 versus 2022



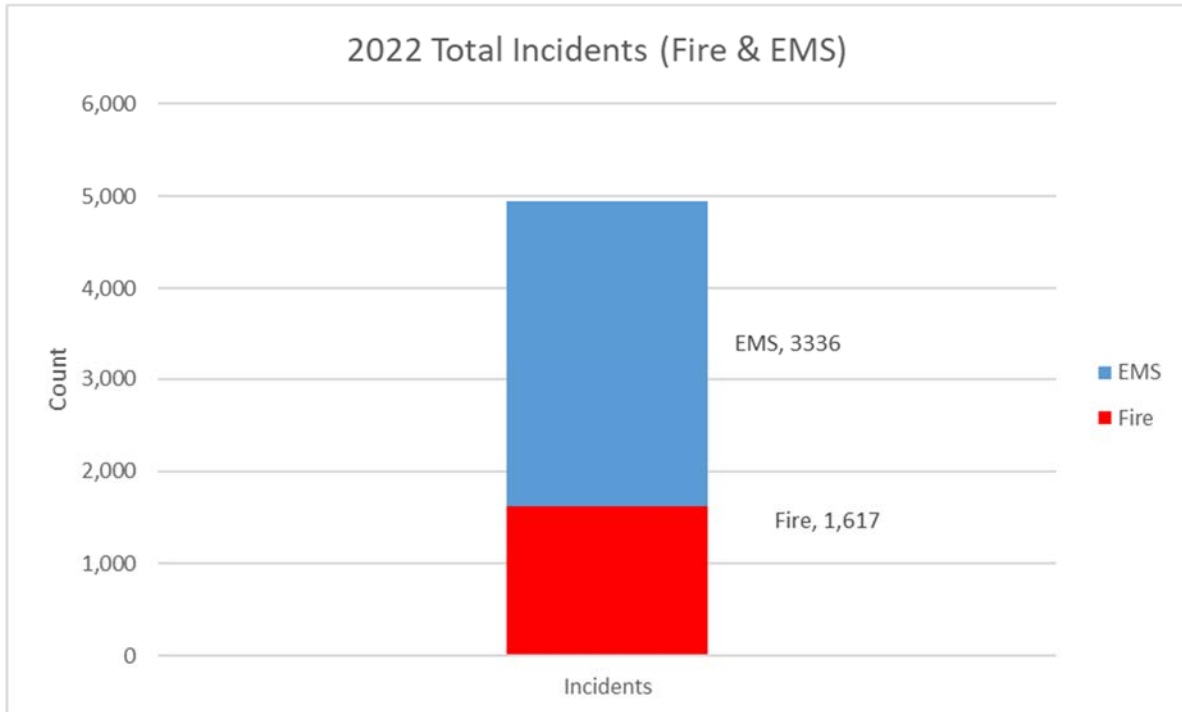


Westfield Fire 2022 Incident Statistics





Westfield Fire 2022 Incident Statistics



Incident Type	Incident Count	% of total Incident
Fire	1,617	33%
EMS	3336	67%
Total	4953	



Westfield Fire 2022 Incident Statistics

Runs per apparatus and district

Row Labels	381	382	383	Unknown	Grand Total
29010	2,003	1,889	1,013	23	4,928
E383	209	124	874		1,207
E382	120	1,376	45		1,541
E381	1,455	244	116	1	1,816
EDO308	396	222	146	23	787
M382	177	1,108	330		1,615
M381	1,177	255	295		1,727
L381	435	152	99		686
BAT308	203	96	78		377
Grand Total	2,003	1,889	1,013	23	4,928

Shift data

Row Labels	381	382	383	Unknown	Grand Total
29010	673	621	318	3	1,615
E383		74	47	275	396
E382		44	446	10	500
E381		500	87	41	628
EDO308		119	68	48	238
M382		62	366	101	529
M381		418	78	90	586
L381		152	63	34	249
BAT308		71	28	24	123
Grand Total	673	621	318	3	1,615

A shift



Westfield Fire 2022 Incident Statistics

Row Labels	381	382	383	Unknown	Grand Total
☐ 29010	670	613	351	19	1,653
E383	76	34	303		413
E382	35	459	18		512
E381	489	66	36	1	592
EDO308	145	77	49	19	290
M382	62	383	113		558
M381	396	69	93		558
L381	132	40	41		213
BAT308	69	32	26		127
Grand Total	670	613	351	19	1,653

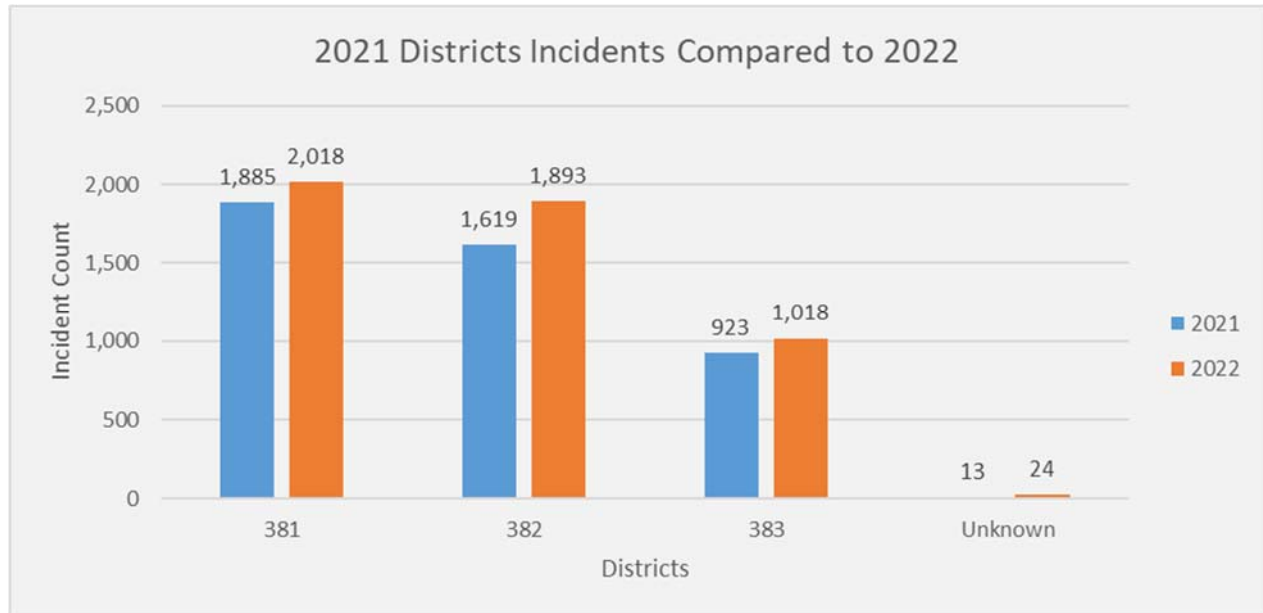
B shift

Row Labels	381	382	383	Unknown	Grand Total
☐ 29010	660	655	344	1	1,660
E383	59	43	296		398
E382	41	471	17		529
E381	466	91	39		596
EDO308	132	77	49	1	259
M382	53	359	116		528
M381	363	108	112		583
L381	151	49	24		224
BAT308	63	36	28		127
Grand Total	660	655	344	1	1,660

C Shift



Westfield Fire 2022 Incident Statistics



District	2021	2022	Increase/ decrease	% increase /%decrease
381	1,885	2,018	133	7%
382	1,619	1,893	274	17%
383	99	86	-13	-13%
Total	3,603	3,997	394	10.94%



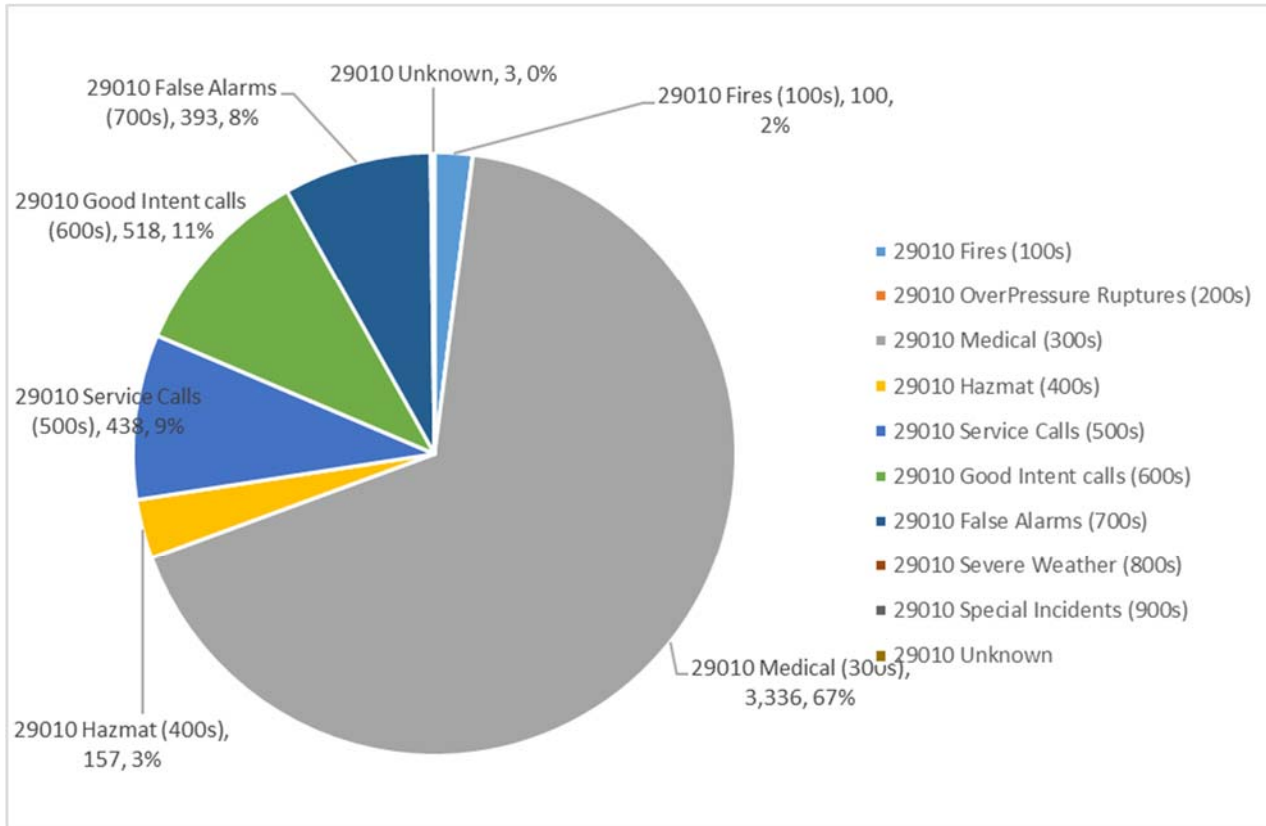
Westfield Fire 2022 Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
\$ 1,191,500.00	\$ 13,629,680.00	91.26%



Westfield Fire 2022 Incident Statistics



Call Type	Incident Count	% of total calls
Medical	3336	67.42%
Good Intent	518	10.47%
Service Calls	438	8.85%
False Alarm	393	7.94%
Hazmat	157	3.17%
Fires	100	2.02%
Severe Weather	6	0.12%
Total	4948	

100 fire incidents with 21 of them being structure fires

212 motor vehicle accidents with 133 resulting in injury



Westfield Fire 2022 Incident Statistics

False Residential Fire Alarm Calls

Row Labels	Incident Count
WFD	165
715 Local alarm system, malicious false alarm	1
730 System malfunction, other	3
733 Smoke detector activation due to malfunction	24
734 Heat detector activation due to malfunction	2
735 Alarm system sounded due to malfunction	34
736 CO detector activation due to malfunction	17
740 Unintentional transmission of alarm, other	10
743 Smoke detector activation, no fire - unintentional	19
744 Detector activation, no fire - unintentional	5
745 Alarm system activation, no fire - unintentional	32
746 Carbon monoxide detector activation, no CO	18
Grand Total	165

165 Residential Alarms

False Commercial Fire Alarm Calls

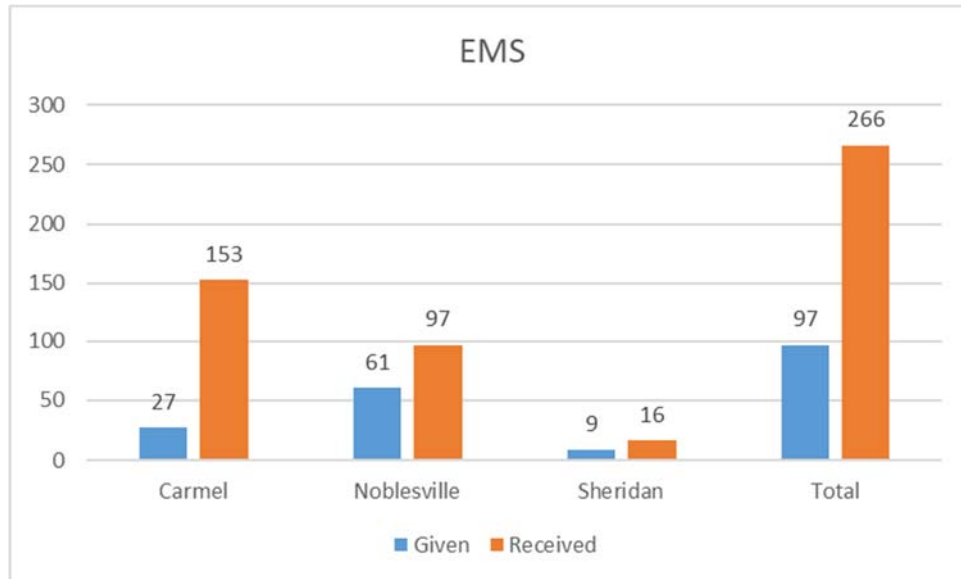
Row Labels	Incident Count
WFD	228
710 Malicious, mischievous false call, other	1
714 Central station, malicious false alarm	1
715 Local alarm system, malicious false alarm	2
721 Bomb scare - no bomb	1
731 Sprinkler activation due to malfunction	10
733 Smoke detector activation due to malfunction	12
734 Heat detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	58
736 CO detector activation due to malfunction	2
740 Unintentional transmission of alarm, other	23
741 Sprinkler activation, no fire - unintentional	6
743 Smoke detector activation, no fire - unintentional	17
744 Detector activation, no fire - unintentional	5
745 Alarm system activation, no fire - unintentional	87
746 Carbon monoxide detector activation, no CO	2
Grand Total	228

228 Commercial False Alarms



Westfield Fire 2022 Incident Statistics

Mutual Aid data
EMS

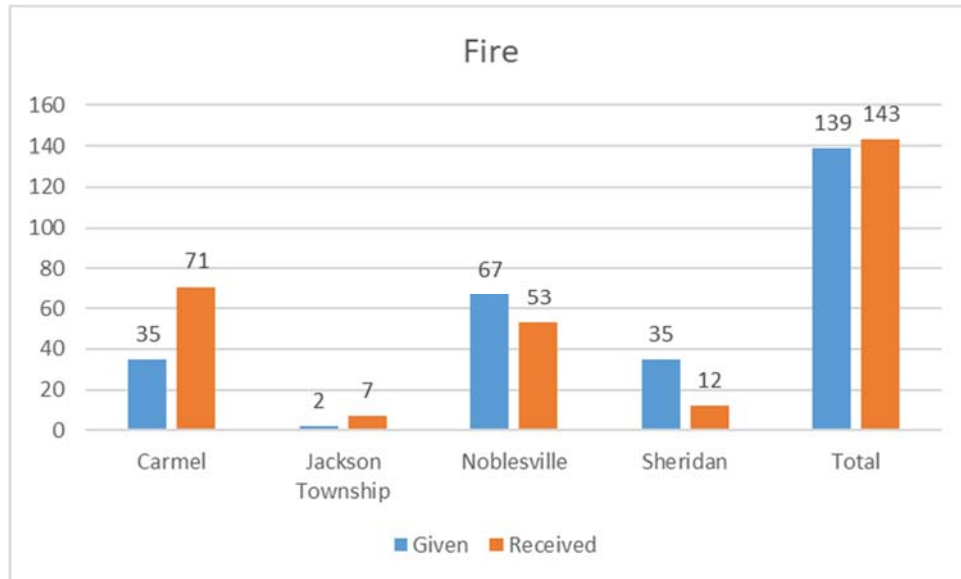


	Given	Received
Carmel	27	153
Noblesville	61	97
Sheridan	9	16
Total	97	266



Westfield Fire 2022 Incident Statistics

Mutual Aid Data Fire Incidents

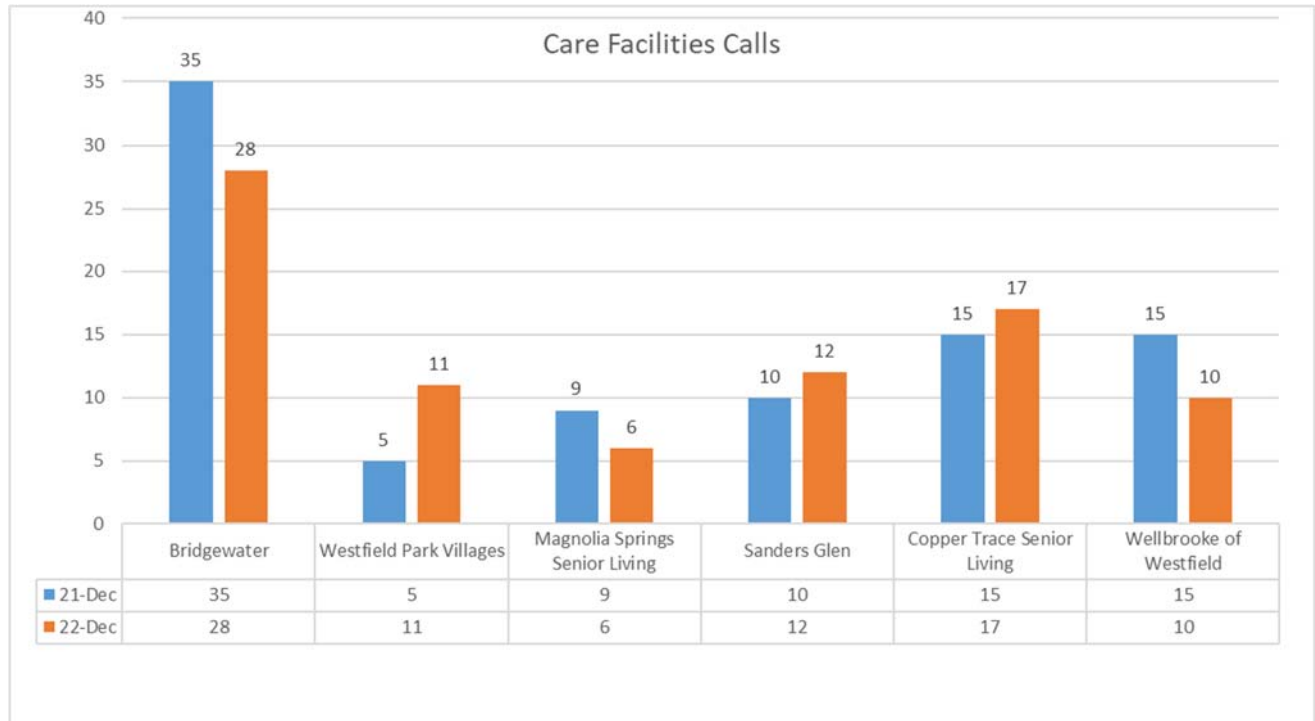


	Given	Received
Carmel	35	71
Jackson Township	2	7
Noblesville	67	53
Sheridan	35	12
Total	139	143



Westfield Fire 2022 Incident Statistics

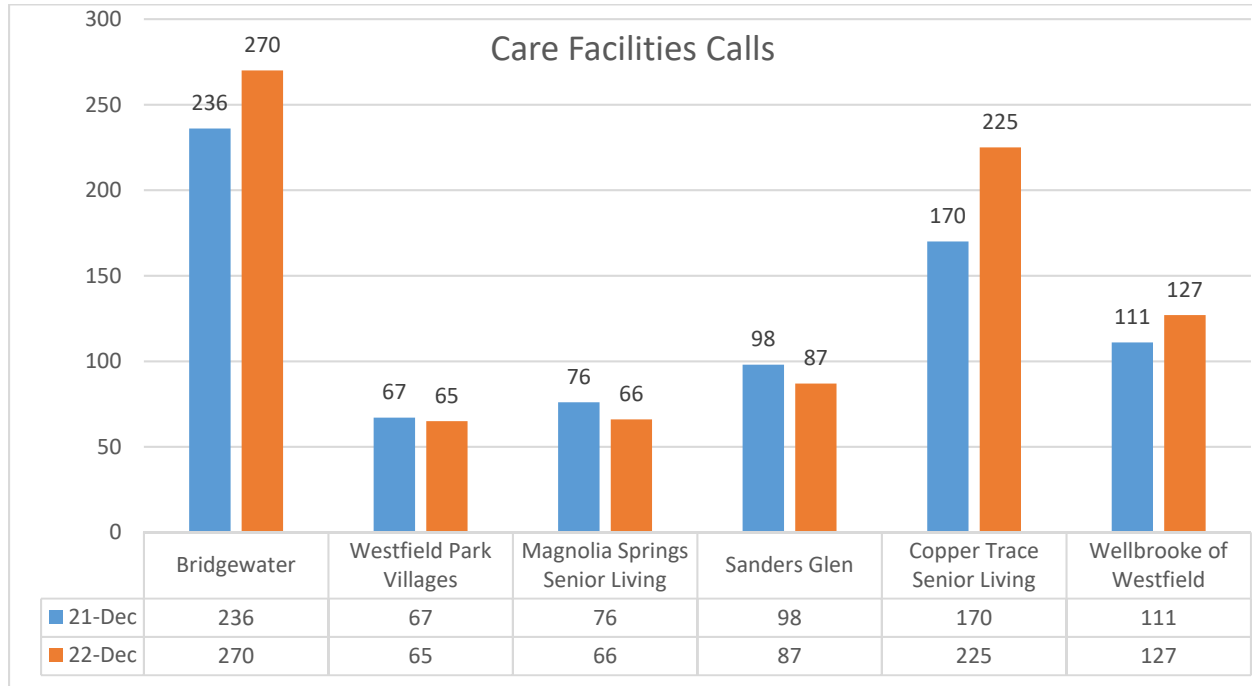
Care Facility



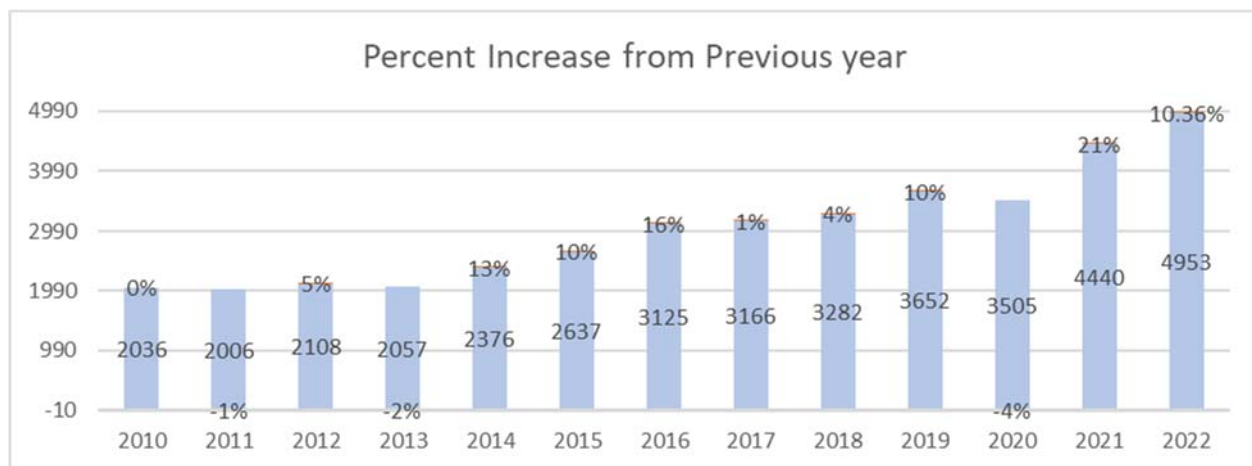
December



Westfield Fire 2022 Incident Statistics

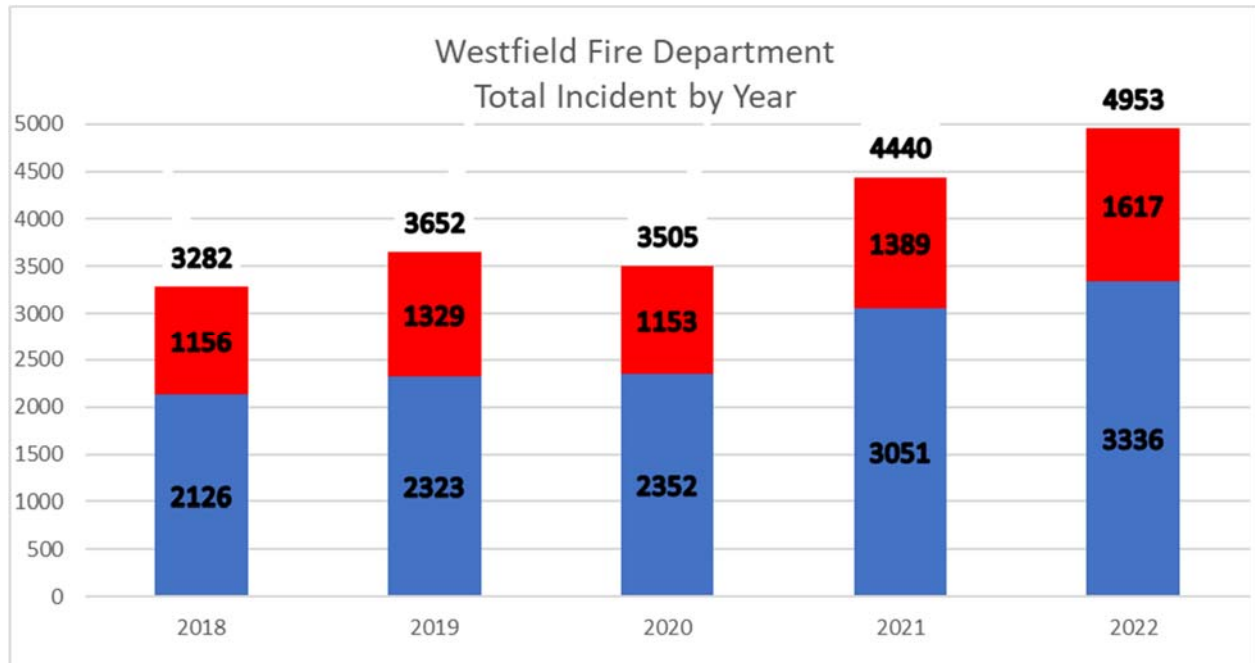


2022





Westfield Fire 2022 Incident Statistics





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

Contact: Fire Chief

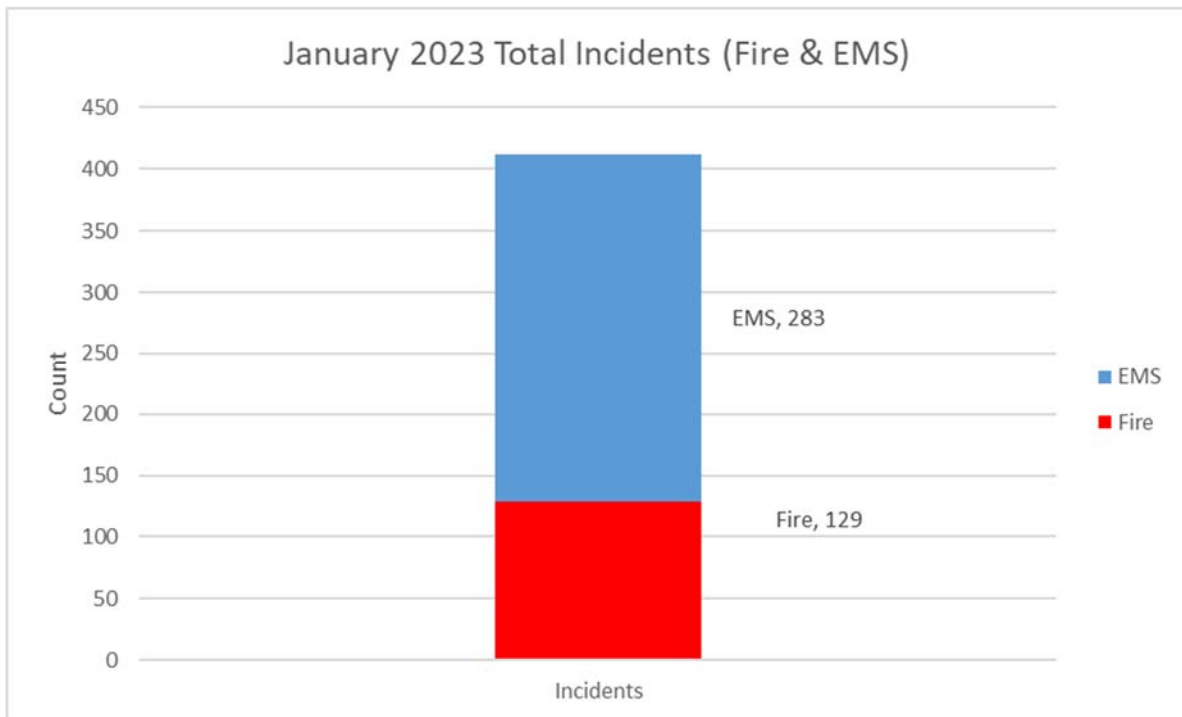
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire January 2023 Incident Statistics

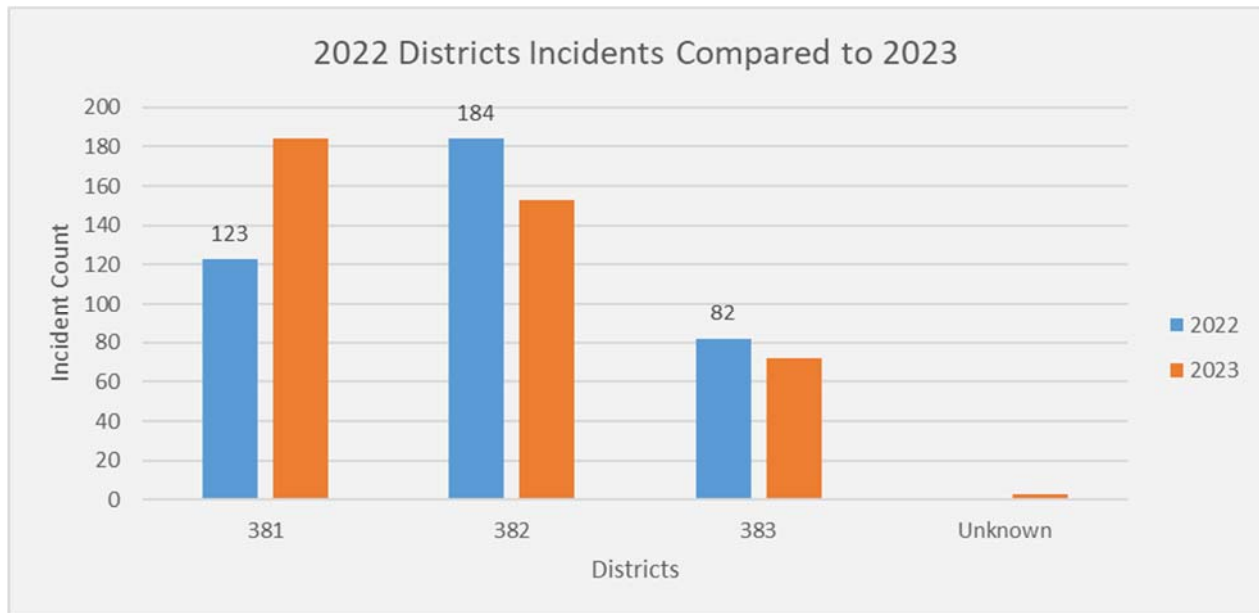


Incident Type	Incident Count	% of total Incident
Fire	129	31%
EMS	283	69%
Total	412	

Average 13.73 response per day. Average turnout time 1:24. And a total of 956 apparatus response.



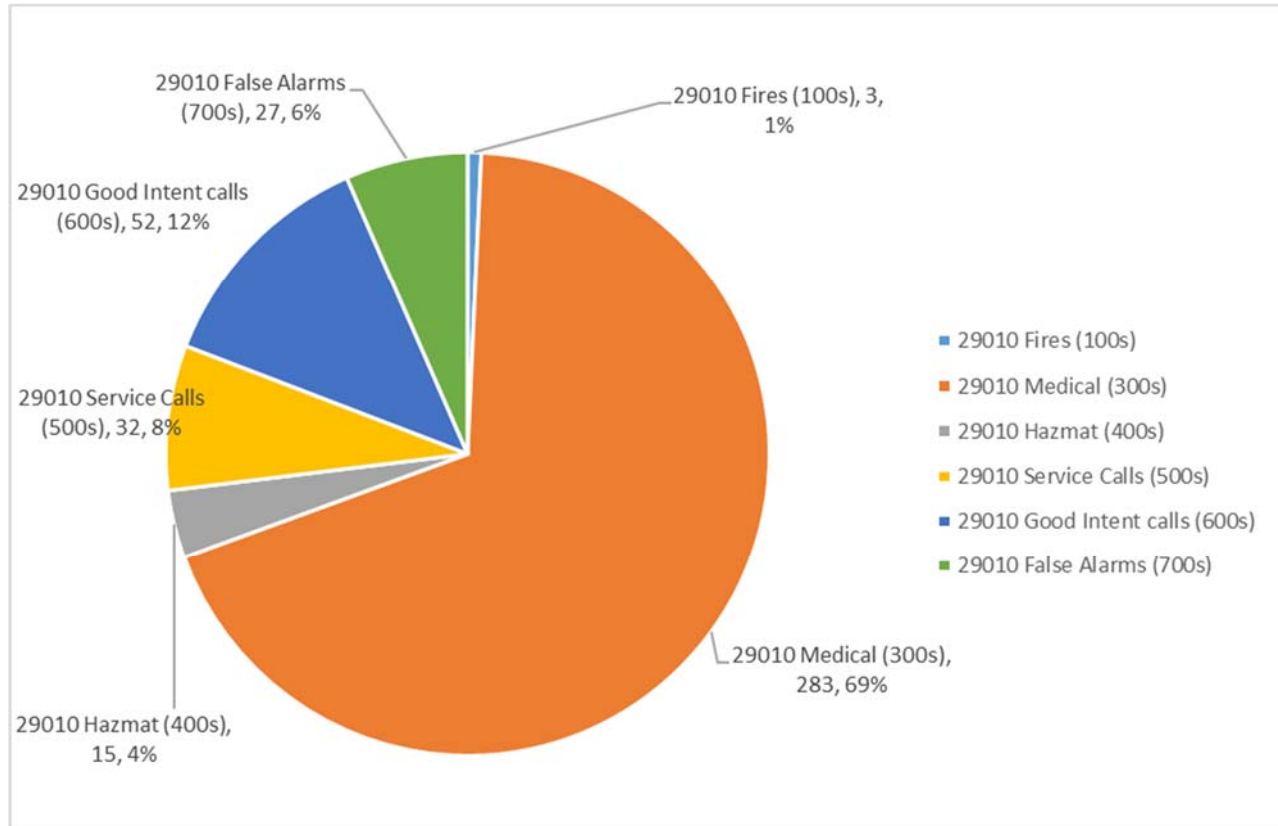
Westfield Fire January 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	123	184	61	50%
382	184	153	-31	-17%
383	82	72	-10	-12%
Total	389	409	20	5.14%



Westfield Fire January 2023 Incident Statistics

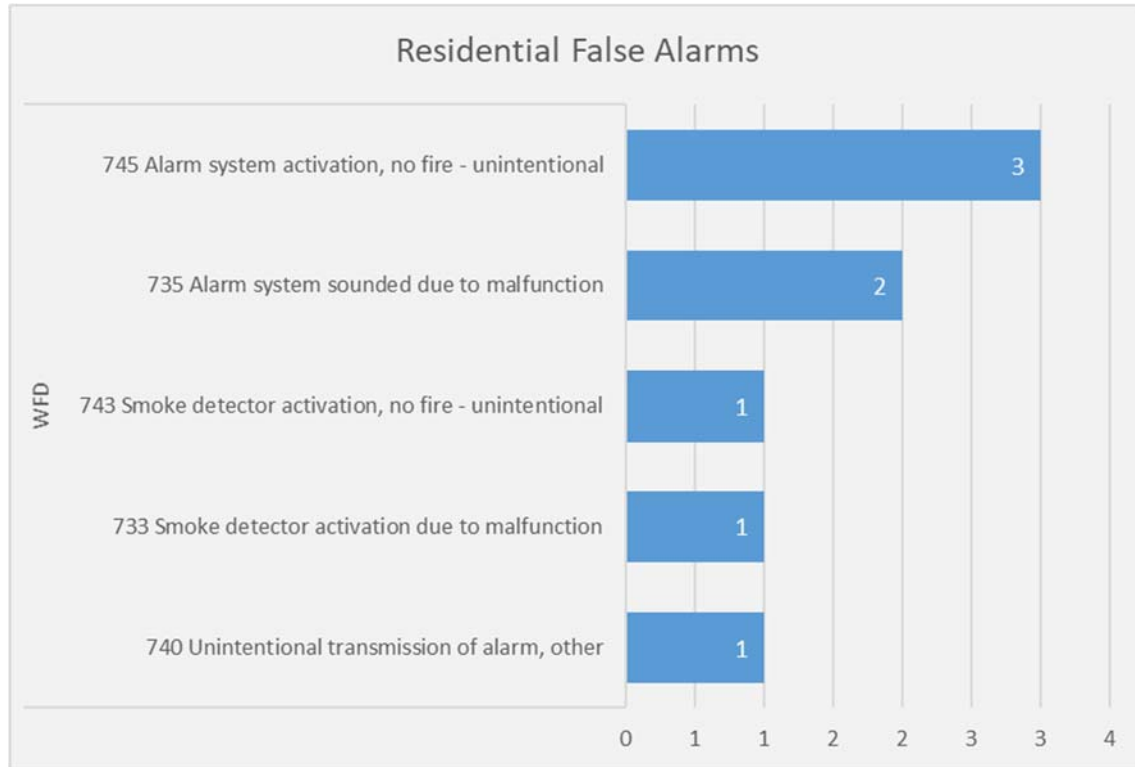


Call Type	Incident Count	% of total calls
Medical	283	68.69%
Good Intent	52	12.62%
Service Calls	32	7.77%
False Alarm	27	6.55%
Hazmat	15	3.64%
Fires	3	0.73%
Total	412	



Westfield Fire January 2023 Incident Statistics

False Alarm Calls

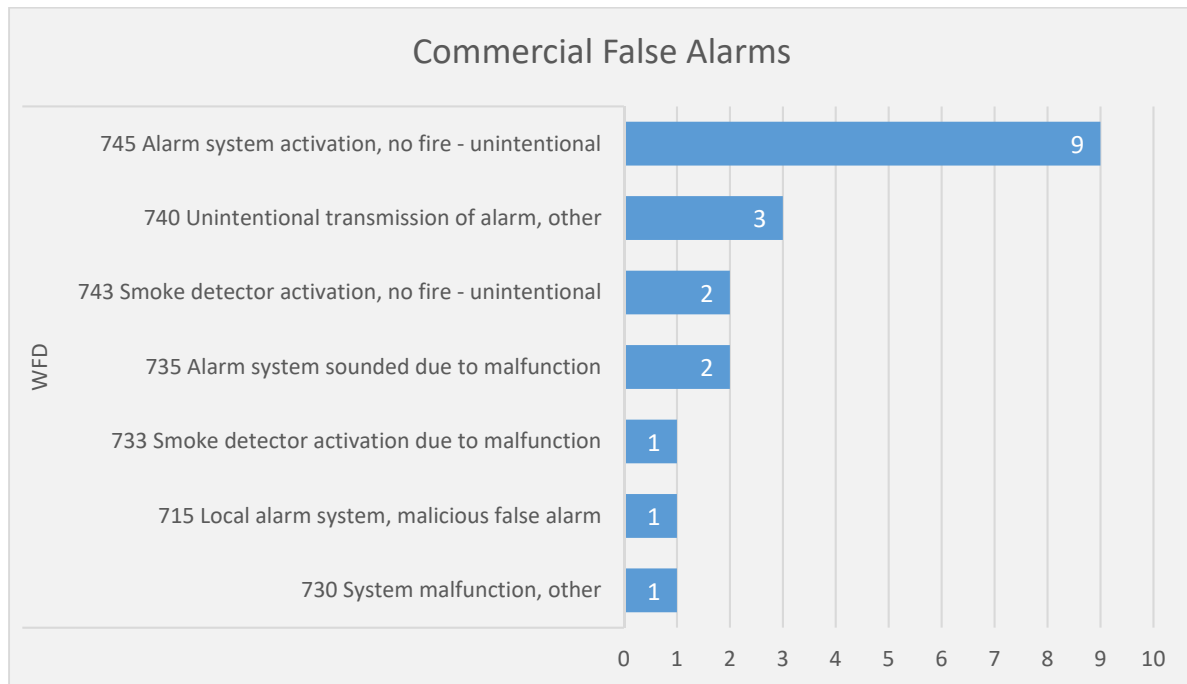


8 Residential Alarms



Westfield Fire January 2023 Incident Statistics

False Commercial Fire Alarm Calls

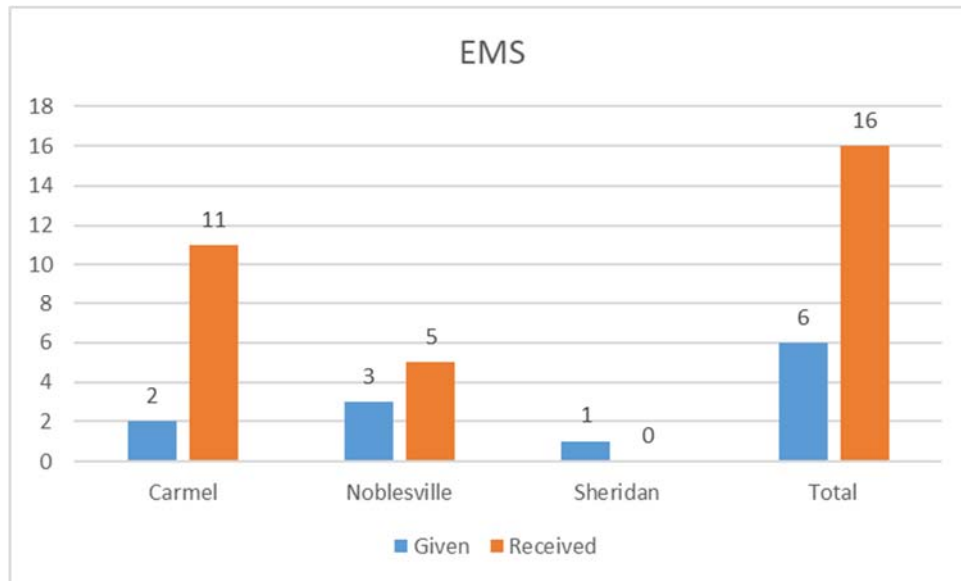


19 Commercial False Alarms



Westfield Fire January 2023 Incident Statistics

Mutual Aid data
EMS



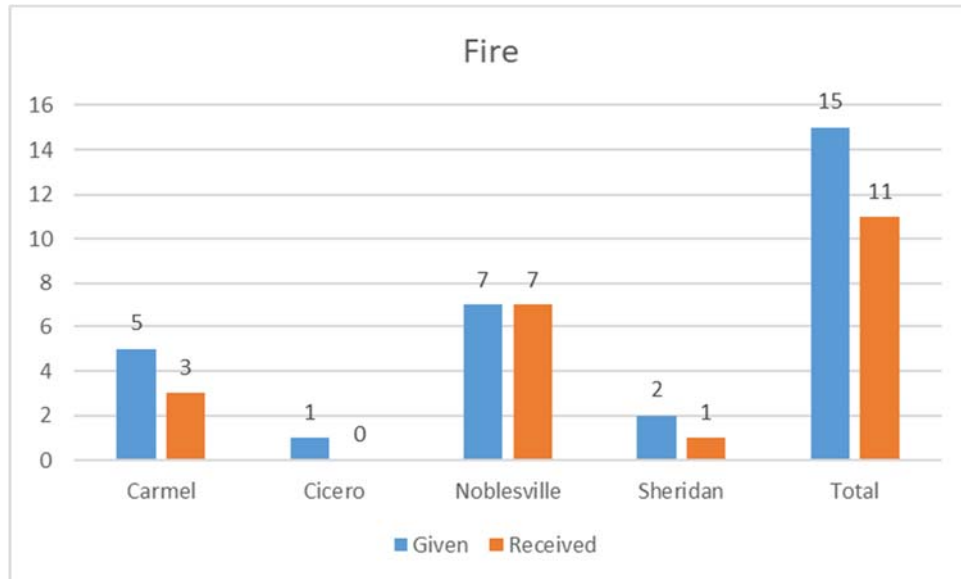
Total 22

	Given	Received
Carmel	2	11
Noblesville	3	5
Sheridan	1	0
Total	6	16



Westfield Fire January 2023 Incident Statistics

Mutual Aid Data Fire Incidents

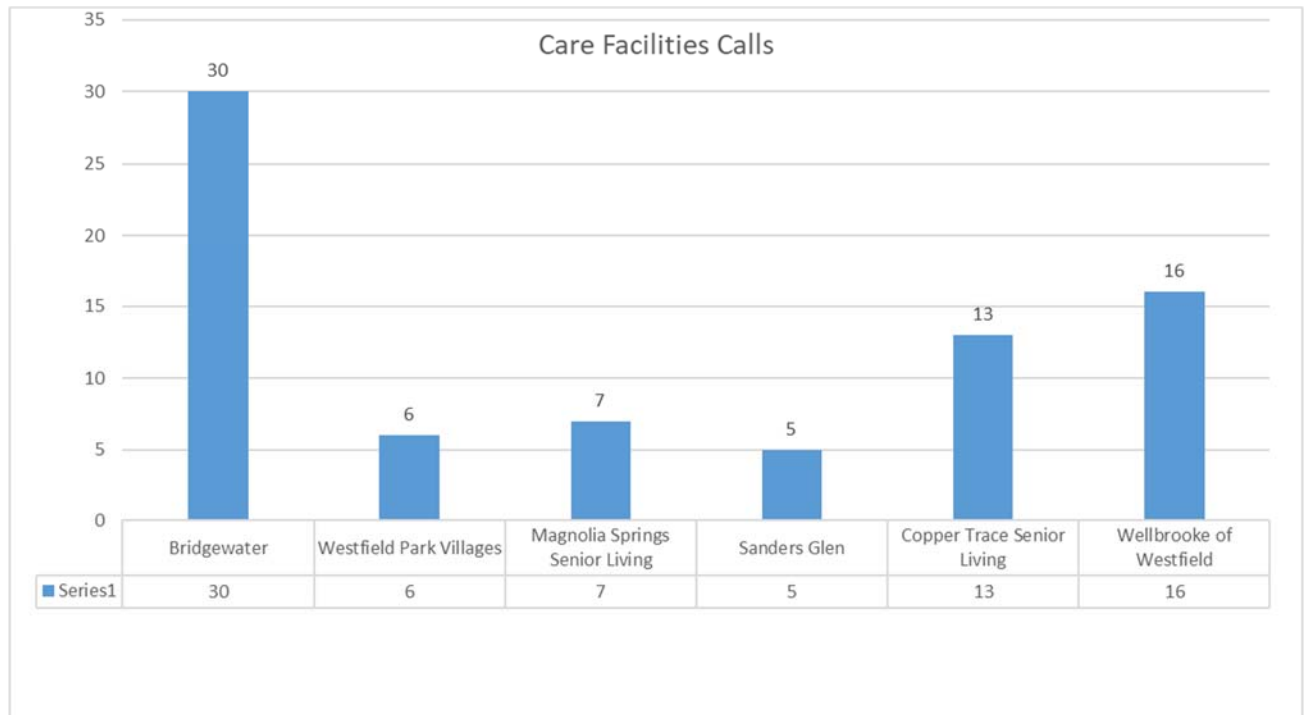


Total 26

	Given	Received
Carmel	5	3
Cicero	1	0
Noblesville	7	7
Sheridan	2	1
Total	15	11



Westfield Fire January 2023 Incident Statistics Care Facility



14751 CAREY RD, Carmel	Bridgewater	30
776 N union	Westfield Park Villages	6
14901 Carey Rd	Magnolia Springs Senior Living	7
334 S Cherry	Sanders Glen	5
1250 W 146TH ST, Westfield	Copper Trace Senior Living	13
937 E 186	Wellbrooke of Westfield	16

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2023

Table of Contents

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

Westfield Police Department

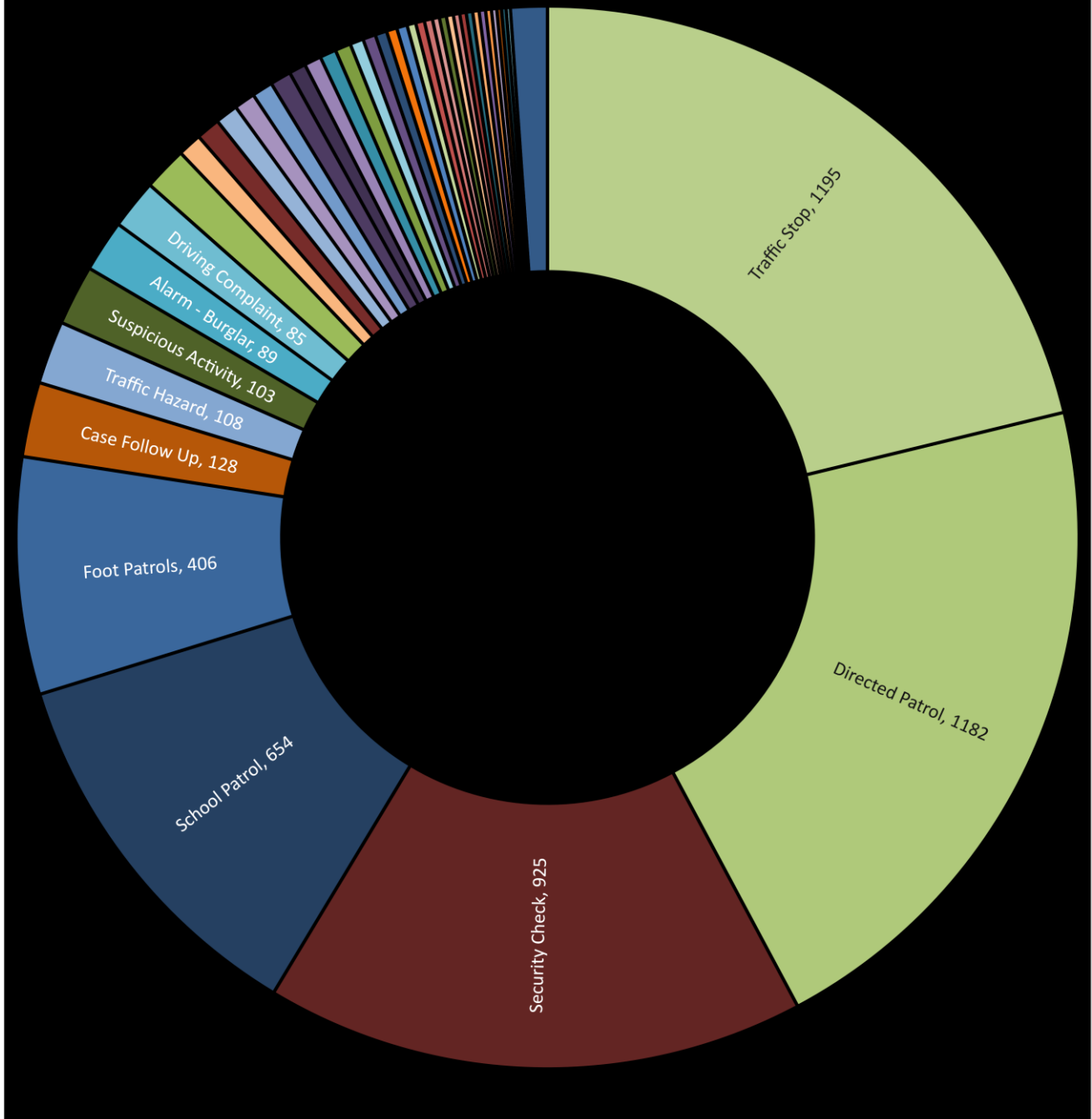
January 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	18	Investigative Stop	0
Abandoned Vehicle	5	Juvenile Complaint	18
Abandonment	0	K9 Detail	2
Abuse / Neglect	3	Kidnapping	0
Accident - Hit & Run PD	15	Lock Out	39
Accident - Hit & Run PI	0	Loud Party	0
Accident - Other	1	Mental Emotional - Violent	3
Accident - Property Damage	75	Mental Emotial/Suicide Attempt	0
Accident - Personal Injury	11	Mental Person	12
Accident - Sinking Vehicle	0	Miscellaneous	15
Accident - Unknown	1	Missing Person	5
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	1
Alarm - Other	2	Nuisance	5
Alarm - Vehicle	1	Ordinance Misc.	9
Alarm - Burglar	89	Parking Complaint	23
Alarm - Hold Up	10	Physical Disturbance	12
Animal Bite / Attack	2	Product Contamination	0
Animal Complaint	20	Reckless Activity	0
Assist Fire	41	Road Rage	5
Assist Other Department	12	Robbery	0
Assist Public	36	Runaway	1
Battery	11	School Patrol	654
Bike Patrol	0	Security Check	925
Bomb Device Found	0	Sex Offense	5
Bomb Threat	1	Shooting	0
Burglary	1	Solicitor	2
Carjacking	0	Special Detail	0
Case Follow Up	128	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	36	Suspicious Activity	103
Criminal Mischief	14	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	1182	Theft	29
Disturbance	29	Theft - From a Vehicle	3
Domestic	0	Theft - of a Vehicle	3
Driving Complaint	85	Theft Shoplifter	0
Drug Complaint	11	Threat to Life	8
Drug Lab	0	Threatening Suicide	8
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	108
Fight	0	Transport	0
Firearms Shots Fired	1	Trespassing	11
Foot Patrols	406	Traffic Stop	1195
Found / Lost Property	11	Unknown Call for Police	0
Found Person	0	VIN Check	36
Fraud Prescription	0	Wanted	0
Fraud / Deception	27	Warrant Service	7
Harassment	22	Weapons Complaint	5
Intoxicated Person	5	Welfare Check	41
Investigation	28	Total	5633

Westfield Police Department
January 2023

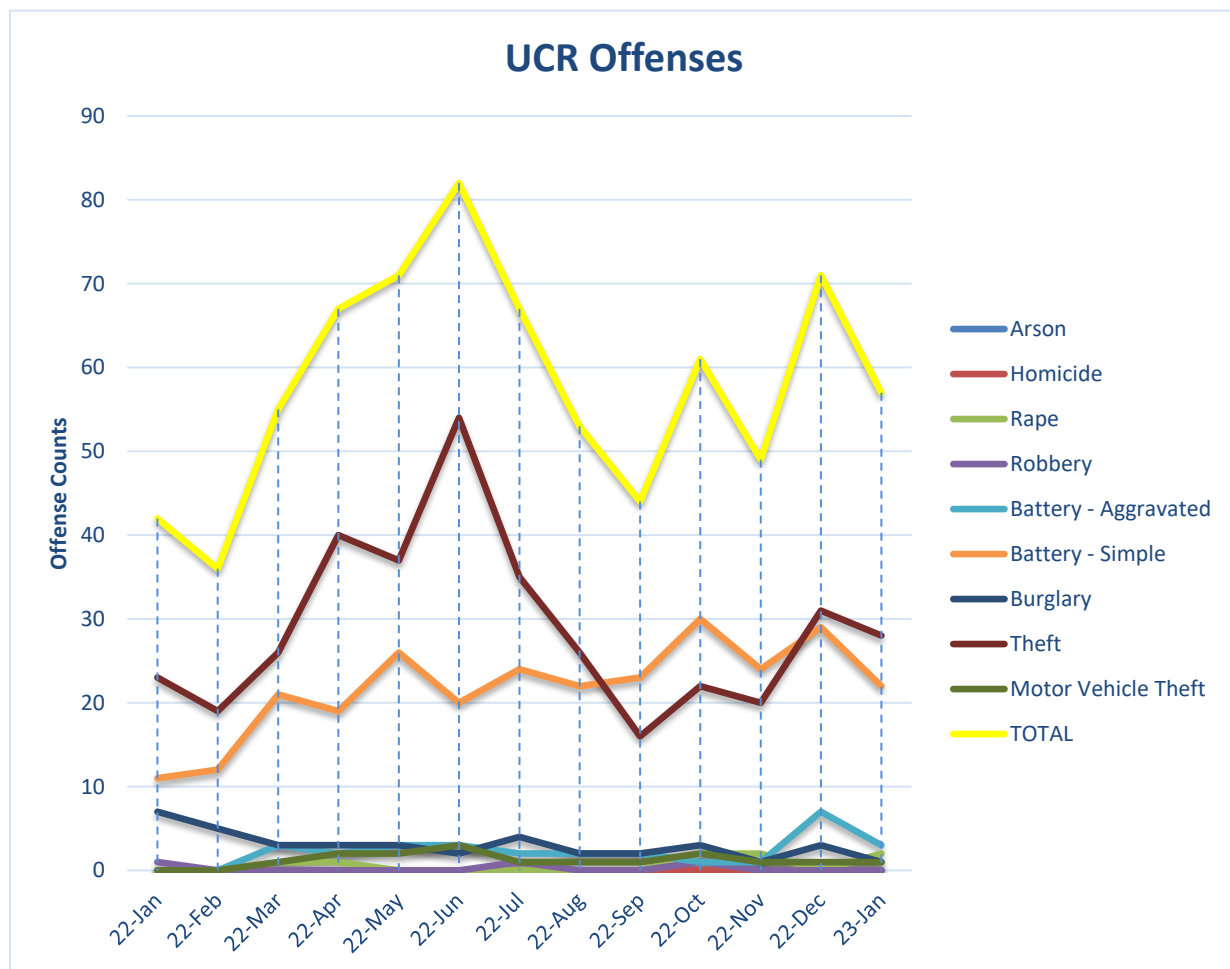
Monthly Events by Incident Type
January 2023



Westfield Police Department
January 2023

UCR OFFENSES

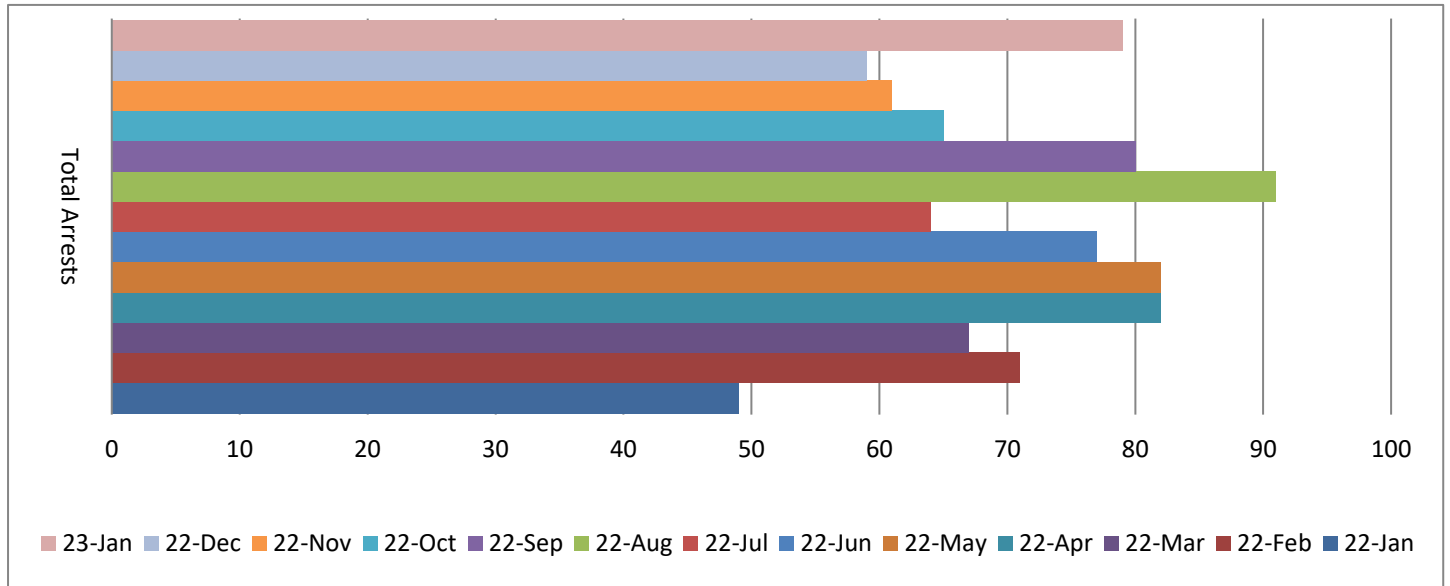
OFFENSE	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	1	0	0	0	0	0	2	2	0	2
Robbery	1	0	0	0	0	0	1	0	0	1	0	0	0
Battery - Aggravated	0	0	3	2	3	3	2	2	2	1	1	7	3
Battery - Simple	11	12	21	19	26	20	24	22	23	30	24	29	22
Burglary	7	5	3	3	3	2	4	2	2	3	1	3	1
Theft	23	19	26	40	37	54	35	26	16	22	20	31	28
Motor Vehicle Theft	0	0	1	2	2	3	1	1	1	2	1	1	1
TOTAL	42	36	55	67	71	82	67	53	44	61	49	71	57



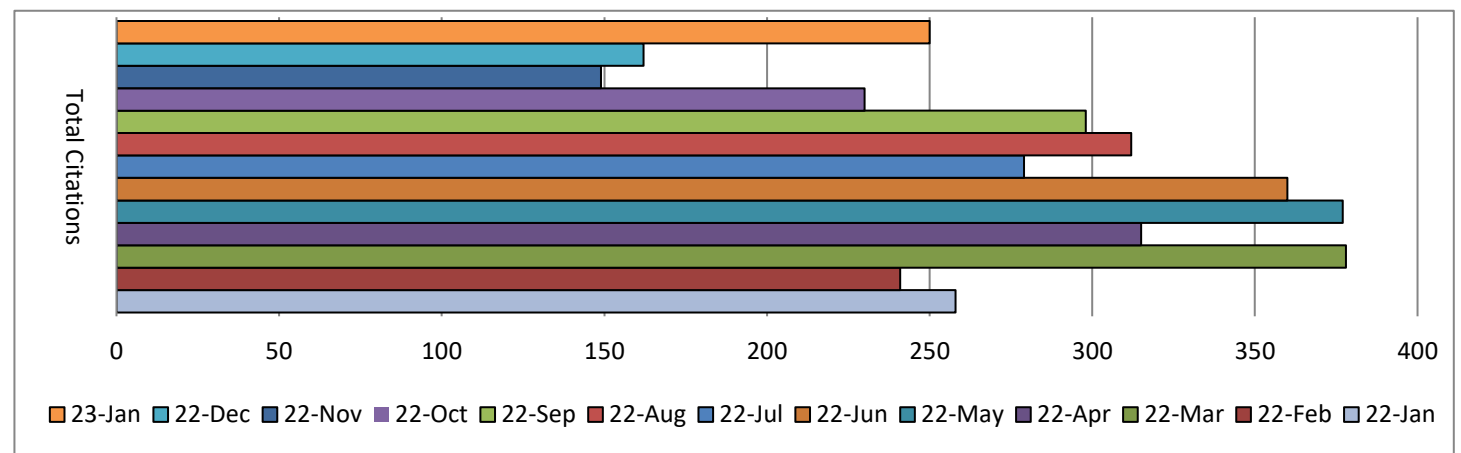
Westfield Police Department

January 2023

Arrest Reports Taken	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan
Alcohol/ Drug Related	25	33	26	28	36	39	22	35	28	21	23	20	27
Felony Charges	15	25	24	31	46	41	37	60	37	20	31	26	28
Misdemeanor Charges	67	92	80	95	99	100	68	114	101	85	83	65	98
Total Arrests	49	71	67	82	82	77	64	91	80	65	61	59	79

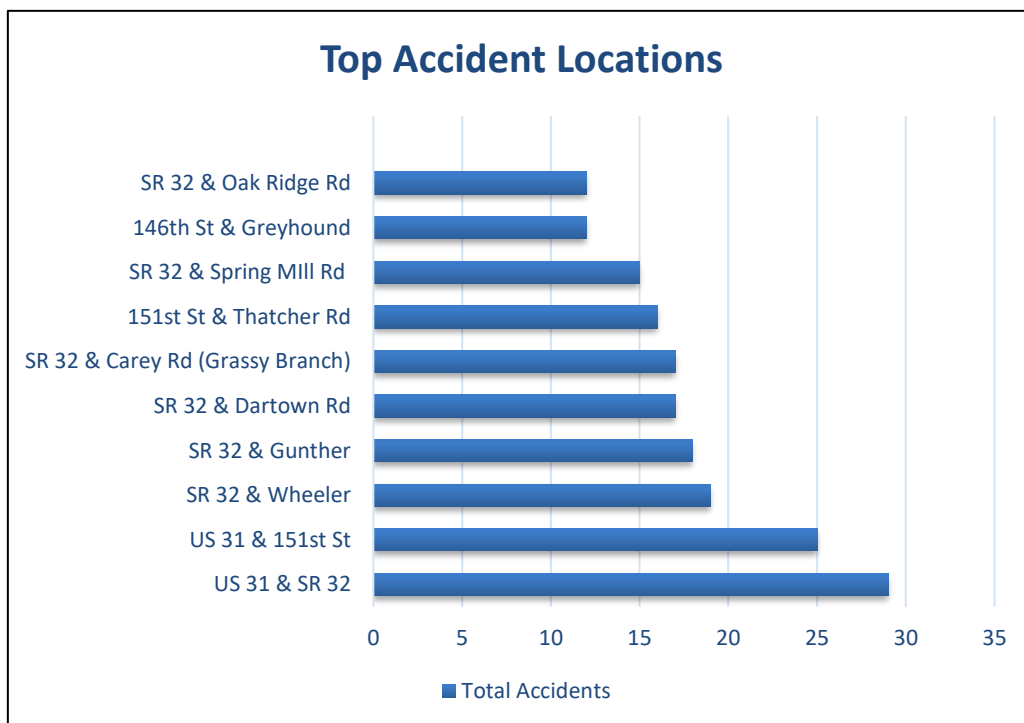


Traffic	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan
Total Citations	258	241	378	315	377	360	279	312	298	230	149	162	250
Total Written Warning	1225	1225	1476	1178	1309	1218	1090	1442	1264	977	889	781	1130
Total Traffic Accidents	75	81	62	61	63	96	76	84	71	94	65	77	67
Property Damage	75	68	55	53	55	88	70	69	62	82	58	64	60
Personal Injury	0	13	7	8	8	8	6	15	9	12	7	13	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Hit and Run*</i>	10	10	7	6	4	14	9	5	7	8	10	8	10
<i>*numbers included in property damage, personal injury, and fatality accidents</i>													



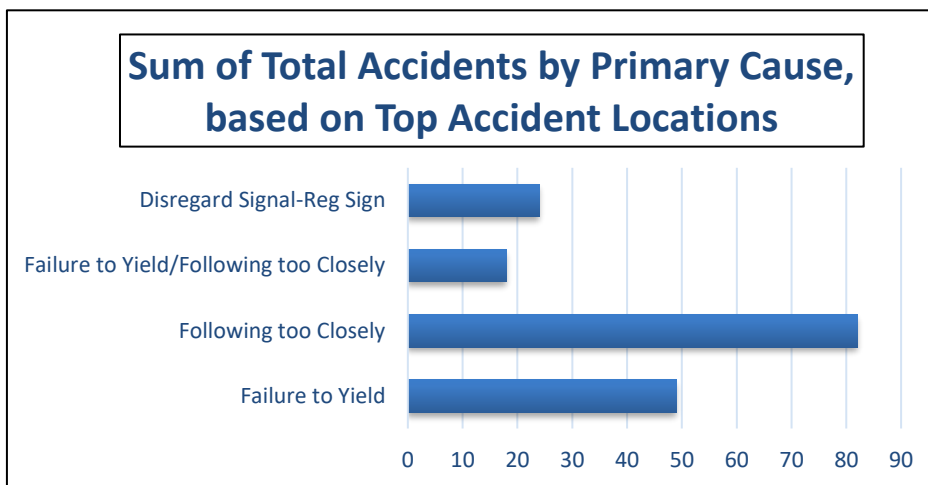
Westfield Police Department
January 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	29	Following too Closely
US 31 & 151st St	25	Disregard Signal-Reg Sign
SR 32 & Wheeler	19	Failure to Yield/Following too Closely
SR 32 & Gunther	18	Following too Closely
SR 32 & Dartown Rd	17	Failure to Yield
SR 32 & Carey Rd (Grassy Branch)	17	Failure to Yield
151st St & Thatcher Rd	16	Failure to Yield
SR 32 & Spring Mill Rd	15	Following too Closely
146th St & Greyhound	12	Following too Closely
SR 32 & Oak Ridge Rd	12	Failure to Yield/Following too Closely



Westfield Police Department
January 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	50
Following too Closely	74
Failure to Yield/Following too Closely	31
Disregard Signal-Reg Sign	25



Westfield Police Department
January 2023

Community Events

1/11/23	Blood Drive
1/21/23	First Responder Night at Westfield Hight School

Table of Contents

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

Westfield Police Department

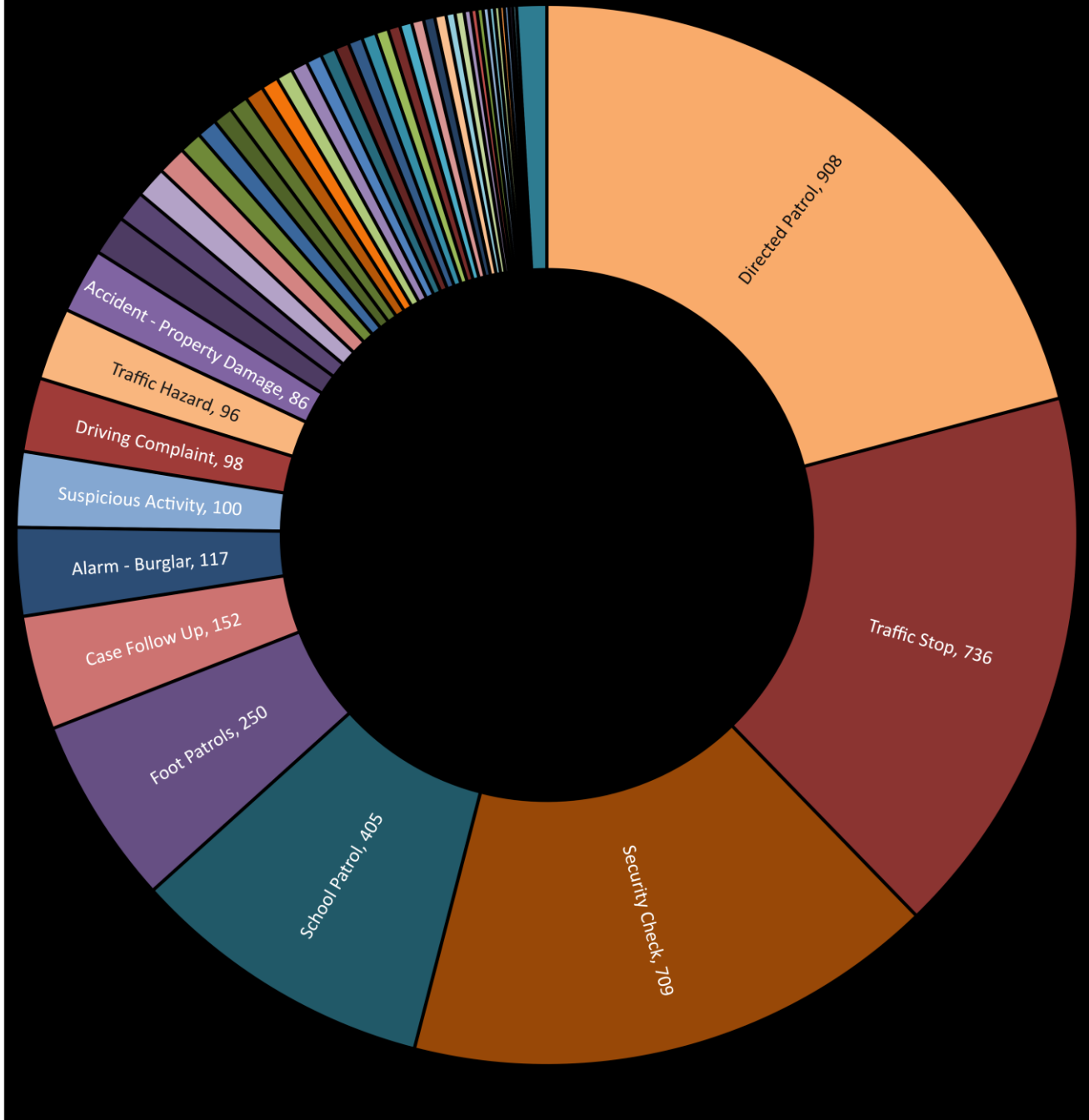
December 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	21	Investigative Stop	0
Abandoned Vehicle	8	Juvenile Complaint	12
Abandonment	0	K9 Detail	0
Abuse / Neglect	1	Kidnapping	0
Accident - Hit & Run PD	17	Lock Out	41
Accident - Hit & Run PI	0	Loud Party	2
Accident - Other	2	Mental Emotional - Violent	2
Accident - Property Damage	86	Mental Emotial/Suicide Attempt	1
Accident - Personal Injury	16	Mental Person	12
Accident - Sinking Vehicle	0	Miscellaneous	15
Accident - Unknown	6	Missing Person	1
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	2	Nuisance	3
Alarm - Vehicle	0	Ordinance Misc.	15
Alarm - Burglar	117	Parking Complaint	19
Alarm - Hold Up	16	Physical Disturbance	26
Animal Bite / Attack	1	Product Contamination	0
Animal Complaint	25	Reckless Activity	0
Assist Fire	53	Road Rage	5
Assist Other Department	20	Robbery	0
Assist Public	25	Runaway	1
Battery	6	School Patrol	405
Bike Patrol	0	Security Check	709
Bomb Device Found	0	Sex Offense	3
Bomb Threat	0	Shooting	0
Burglary	2	Solicitor	0
Carjacking	0	Special Detail	4
Case Follow Up	152	Stabbing	1
Child Seat Inspection	0	Suicide	0
Civil Dispute	22	Suspicious Activity	100
Criminal Mischief	22	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	5	Test	0
Directed Patrol	908	Theft	38
Disturbance	27	Theft - From a Vehicle	7
Domestic	0	Theft - of a Vehicle	1
Driving Complaint	98	Theft Shoplifter	0
Drug Complaint	8	Threat to Life	9
Drug Lab	0	Threatening Suicide	7
Escort	0	Tow Release	2
Fail to Return Comm Corrections	0	Traffic Hazard	96
Fight	1	Transport	0
Firearms Shots Fired	3	Trespassing	19
Foot Patrols	250	Traffic Stop	736
Found / Lost Property	19	Unknown Call for Police	0
Found Person	0	VIN Check	30
Fraud Prescription	0	Wanted	1
Fraud / Deception	23	Warrant Service	0
Harassment	8	Weapons Complaint	2
Intoxicated Person	4	Welfare Check	41
Investigation	16	Total	4356

Westfield Police Department
December 2022

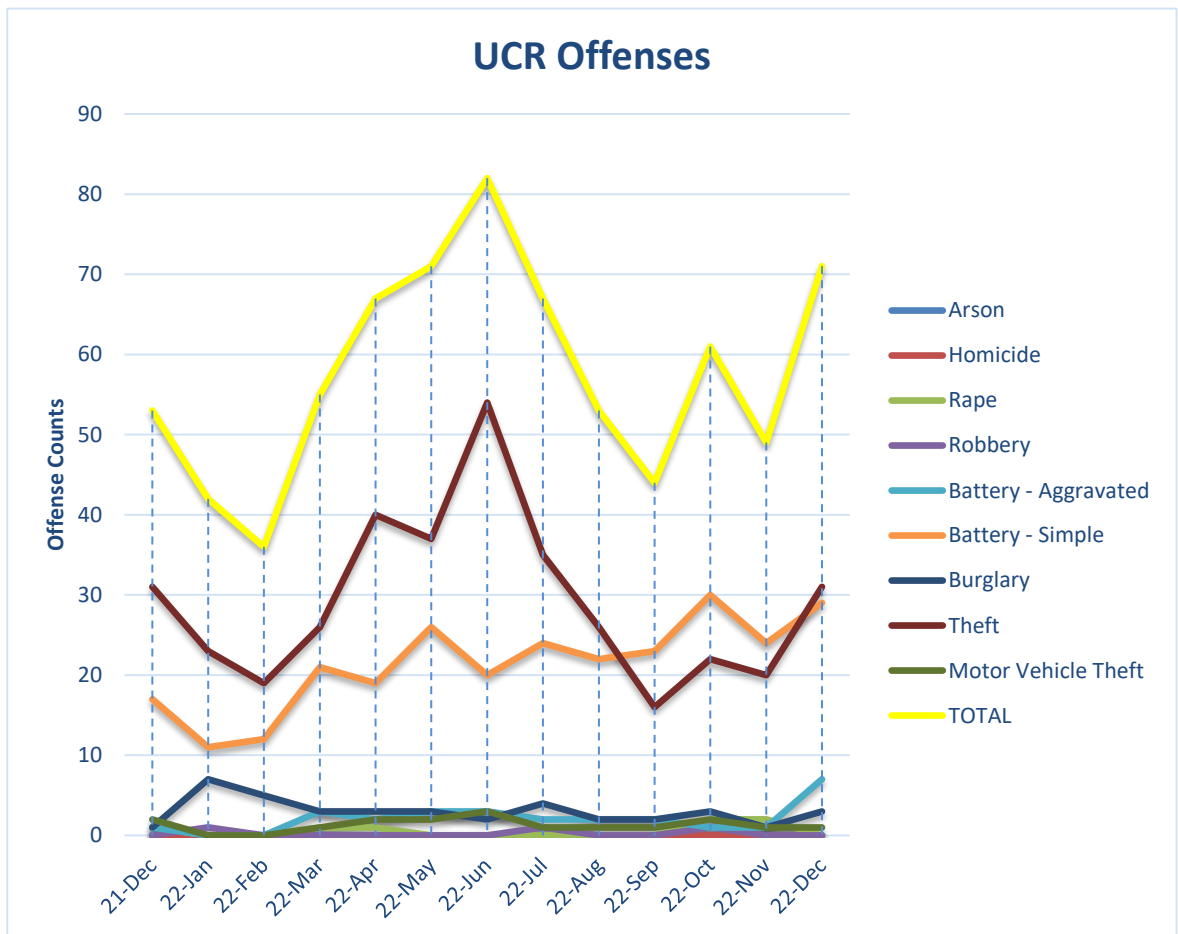
Monthly Events by Incident Type
December 2022



Westfield Police Department
December 2022

UCR OFFENSES

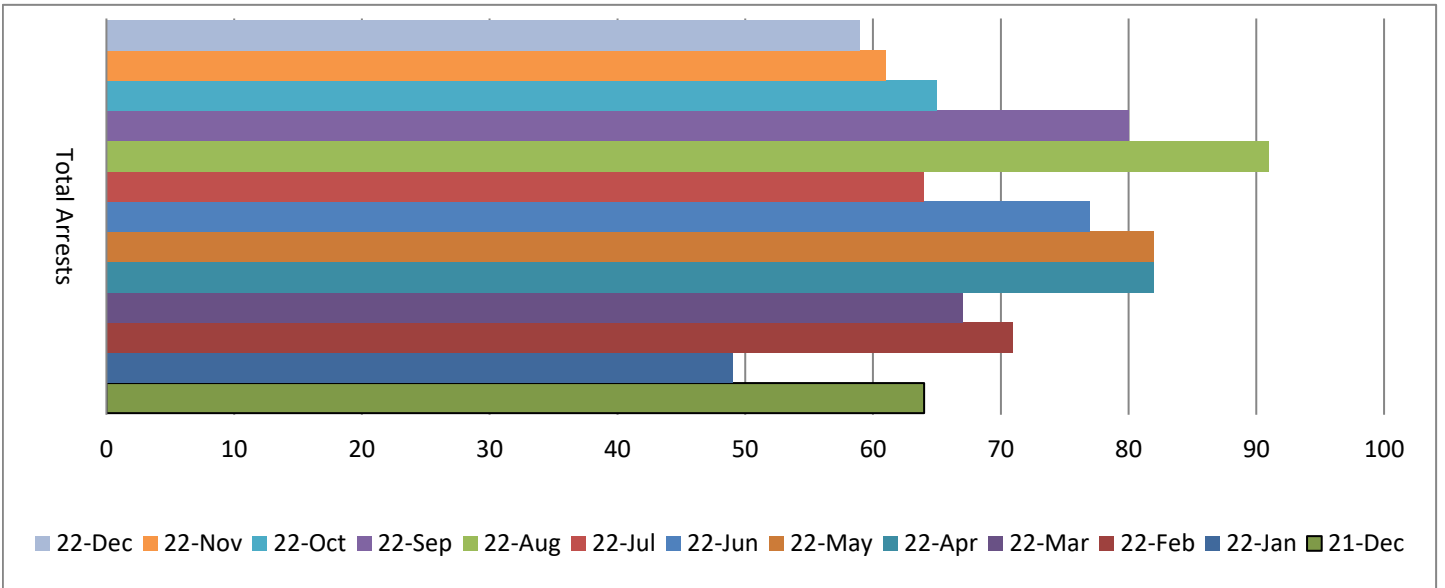
OFFENSE	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	1	1	0	0	0	0	0	2	2	0
Robbery	0	1	0	0	0	0	0	1	0	0	1	0	0
Battery - Aggravated	1	0	0	3	2	3	3	2	2	2	1	1	7
Battery - Simple	17	11	12	21	19	26	20	24	22	23	30	24	29
Burglary	1	7	5	3	3	3	2	4	2	2	3	1	3
Theft	31	23	19	26	40	37	54	35	26	16	22	20	31
Motor Vehicle Theft	2	0	0	1	2	2	3	1	1	1	2	1	1
TOTAL	53	42	36	55	67	71	82	67	53	44	61	49	71



Westfield Police Department

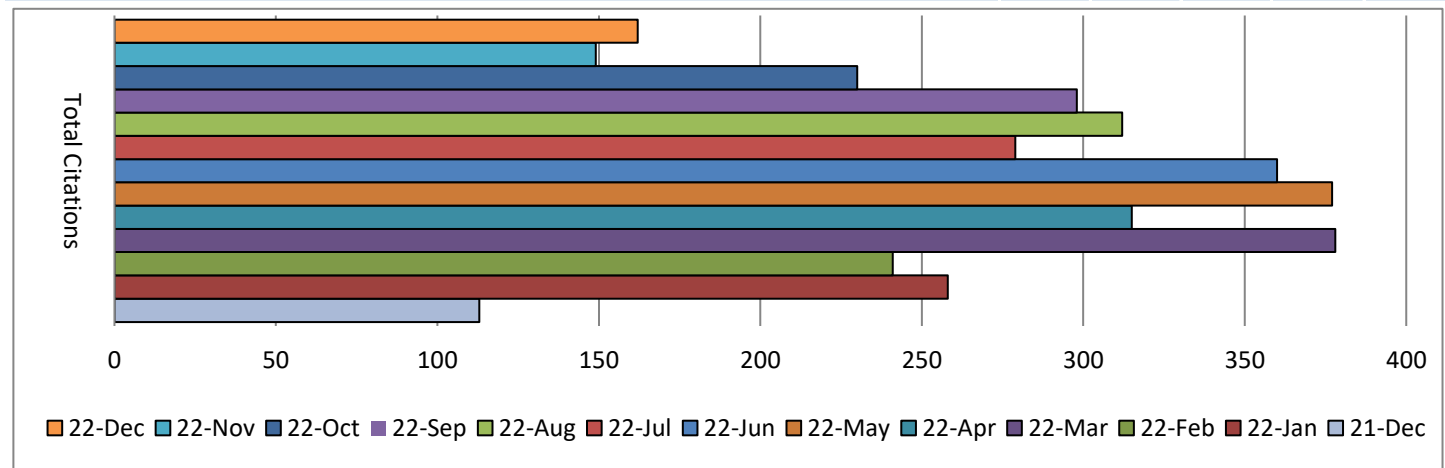
December 2022

Arrest Reports Taken	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Alcohol/ Drug Related	28	25	33	26	28	36	39	22	35	28	21	23	20
Felony Charges	26	15	25	24	31	46	41	37	60	37	20	31	26
Misdemeanor Charges	75	67	92	80	95	99	100	68	114	101	85	83	65
Total Arrests	64	49	71	67	82	82	77	64	91	80	65	61	59



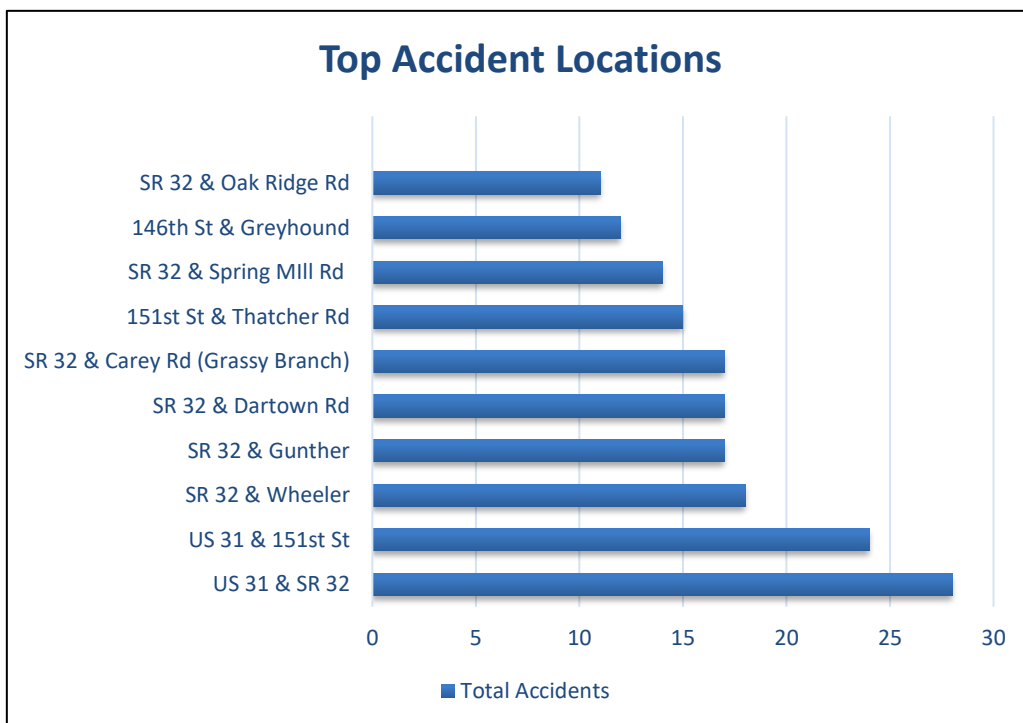
Traffic	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Total Citations	113	258	241	378	315	377	360	279	312	298	230	149	162
Total Written Warning	788	1225	1225	1476	1178	1309	1218	1090	1442	1264	977	889	781
Total Traffic Accidents	84	75	81	62	61	63	96	76	84	71	94	65	77
Property Damage	77	75	68	55	53	55	88	70	69	62	82	58	64
Personal Injury	7	0	13	7	8	8	8	6	15	9	12	7	13
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	10	10	7	6	4	14	9	5	7	8	10	8

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



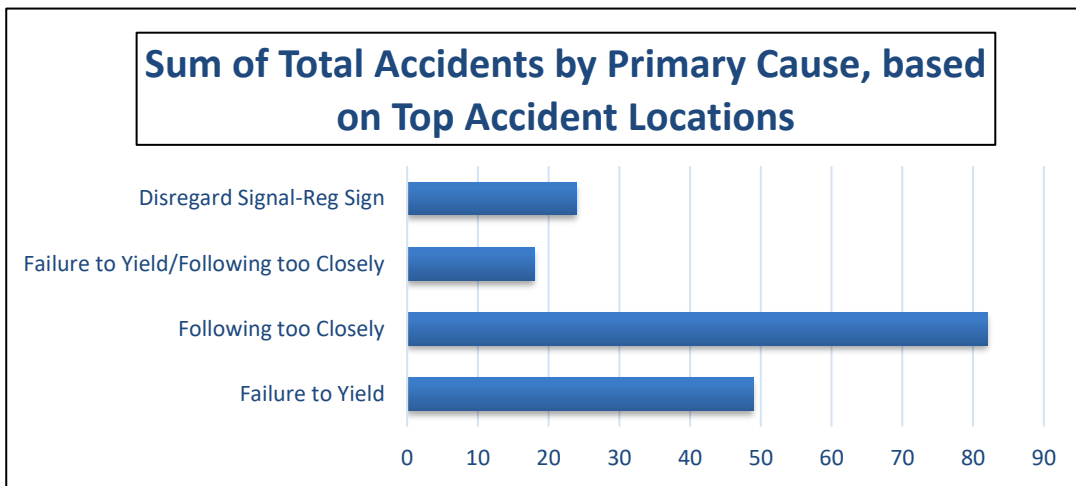
Westfield Police Department
December 2022

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	28	Following too Closely
US 31 & 151st St	24	Disregard Signal-Reg Sign
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151st St & Thatcher Rd	15	Failure to Yield
SR 32 & Spring Mill Rd	14	Following too Closely
146th St & Greyhound	12	Following too Closely
SR 32 & Oak Ridge Rd	11	Following too Closely



Westfield Police Department
December 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	49
Following too Closely	82
Failure to Yield/Following too Closely	18
Disregard Signal-Reg Sign	24



Community Events

Westfield in Lights
Shopping for Families



January 25, 2023

Consent Agenda Item:

Performance Bond Acceptance

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

- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264603, \$62,315.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264601, \$267,825.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264600, \$29,093.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264599, \$502,856.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264598, \$61,295.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264602, \$8,360.00, Monumentation
- Summit Construction Company, Inc., Grand Millennium Medical Office Building, Bond #107226993, \$30,997.23, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7903, \$596,051.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7899, \$77,723.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7897, \$418,828.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7896, \$61,363.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7898, \$3,872.00, Monumentation
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond & Rider #30162837, \$58,541.00, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010483, \$4,592.50, Parking Lot
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010482, \$3,135.66, Paving
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010481, \$7,519.05, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010480, \$28,318.40, Storm Sewer
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010512, \$554,405.65, Streets/Curbs
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010513, \$724,471.86, Storm Sewer
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010514, \$67,983.30, Pathway

- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010515, \$40,725.30, Sidewalk
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010517, \$153,457.70, 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:

- E&B Paving, LLC, Chatham Hills, Section 6B, Bond #30179356, \$57,376.70, Onsite Stone Base, Asphalt Binder, Asphalt Surface, ROW Asphalt, Walkpath
- Sitecrete, LLC, Chatham Hills, Section 6B, Bond #30180550, \$1,395.00, Common Area Sidewalk
- Sitecrete, LLC, Chatham Hills, Section 6B, Bond #30180545, \$7,175.00, Curbs
- Elevation Excavation, Inc., Chatham Hills, Section 6B, Bond #LICX1973712, \$63,896.00, Storm Sewer & Subsurface Drains

Maintenance Bond Release

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

- Delello & Sons Asphalt Paving, Inc., West Rail, Section 2, Bond #7662301, \$4,027.96, Surface
- D&R Excavating, d/b/a Earth Resources, West Rail, Section 2, Bond #INC61238, \$3,174.00, Storm Sewer
- Sitecrete, LLC, West Rail, Section 2, Bond #30089590, \$666.91, Common Area Sidewalk
- Beazer Homes Indiana, West Rail Section 2, Bond #60132894, \$10,615.43, Stone Base & Asphalt Binder
- Beazer Homes Indiana, West Rail Section 2, Bond #60132895, \$2,819.04, Curbs

Letter of Credit Acceptance

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

- **NONE**



February 22, 2023

Consent Agenda Item:

Performance Bond Acceptance

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

- Union Square Plaza, LLC, Union Square at Grand Junction, Bond #SU1189555-0000, \$80,042.00, Streets/Curbs
- Union Square Plaza, LLC, Union Square at Grand Junction, Bond #SU1189559-0000, \$37,609.00, ROW Improvements
- Union Square Plaza, LLC, Union Square at Grand Junction, Bond #SU1189558-0000, \$25,902.00, Erosion Control
- Union Square Plaza, LLC, Union Square at Grand Junction, Bond #SU1189557-0000, \$37,569.00, Sidewalks
- Union Square Plaza, LLC, Union Square at Grand Junction, Bond #SU1189556-0000, \$1,028,094.00, Storm Sewer
- Chatham Hills, LLP, Chatham Hills, Section 6B, Bond #SU1161905, \$13,600.00, Seeding & Erosion Control
- Design & Build Corporation, Northpoint, Section 3, Lot 3, Bond #B0371046, \$115,500.44, Storm Sewer, Sidewalks, Erosion Control, Streets, Curbs & ROW

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:

- Rieth-Riley Construction, Co., Grand Park Village Lake, Bond #106137097, \$43,000.00, Erosion Control
- Pulte Homes of Indiana, LLC, Legacy Oaks, Section 1A & 1B, Bond #CMS340731, \$95,061.73, Erosion Control
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS341283, \$98,165.31, Erosion Control
- Pulte Homes of Indiana, LLC, Westchester, Section 1, Bond & Rider #30061984, \$96,318.77, Erosion Control
- JRF Construction, Inc., Westfield Retail Development, Bond #IN29275, \$27,440.00, Right of Way
- Elevated Construction, Inc., Kiddie Academy Educational Child Care, Bond #268012772, \$183,317.00, Street, Curbs, Storm Sewer, Sidewalk
- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0060690, \$124,256.00, Stone, Base, Binder, & Surface
- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0060692, \$22,705.65, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0060691, \$117,181.90, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060697, \$147,799.30, ROW Improvements
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060726, \$360,067.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060725, \$48,140.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060701, \$5,611.32, Lime Stabilization of ROW

- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060724, \$579,891.00, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060727, \$49,494.00, Common Area Sidewalks
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060699, \$72,594.50, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060700, \$5,500.00, Construction Drive & Concrete Washout
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060751, \$183,383.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060752, \$34,917.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060754, \$24,314.00, Lime Stabilization
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060755, \$179,473.00, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060753, \$23,777.00, Common Area Sidewalks
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060750, \$37,783.00, Asphalt Path
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060732, \$40,366.00, Erosion Control
- Chatham Hills, LLP, Chatham Hills, Section 6B, Bond & Rider, #SU1161889, \$759,783.42, Trail, ROW Improvements, Erosion Control, Streets, Curbs, Storm Sewer, SSD, & Sidewalks
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61802, \$467,137.00, ROW Improvements
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61800, \$634,991.50, Storm Sewer
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61801, \$110,165.00, Erosion Control
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010479, \$40,783.00, Storm Infrastructure
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010478, \$9,416.00, Soil & Erosion
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010570, \$9,042.00, Mobilization/demobilization, subgrade treatment, sidewalk concrete
- D. R. Horton-Indiana, LLC d/b/a Westport Homes, Sheffield Park, Section 2, Bond #30087219, \$334,481.00, Streets (Base, Binder & Surface)
- D. R. Horton-Indiana, LLC d/b/a Westport Homes, Sheffield Park, Section 2, Bond #30087220, \$1,452.00, Concrete Sidewalks
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond #0772051, \$581,941.00, Storm Sewer
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond #0772049, \$16,540.00, Asphalt Trail
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond #0772048, \$61,116.00, Curbs & Gutter
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond #30065311, \$82,082.00, Erosion Control

Maintenance Bond Acceptance

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

- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0076997, \$11,296.00, Stone, Base, Binder, & Surface
- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0076999, \$2,064.15, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 4, Bond #SUR0076998, \$10,652.90, Storm Sewers
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077004, \$13,436.30, ROW Improvements
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077002, \$32,733.36, Streets
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077000, \$4,376.36, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077012, \$510.12, Lime Stabilization
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077003, \$52,717.36, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077005, \$4,499.46, Common Sidewalk
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0077001, \$6,599.50, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077006, \$16,671.18, Streets
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077008, \$3,174.27, Curbs

- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077013, \$2,210.36, Lime Stabilization
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077009, \$16,315.73, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077010, \$2,161.55, Common Sidewalk
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077007, \$3,434.82, Trail
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0077011, \$3,669.64, Erosion Control
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61804, \$33,445.00, Street/Curbs
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61805, \$57,726.50, Storm Sewer
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61803, \$9,022.00, Sidewalks
- William Eric Group, LLC, Gristmill Crossing, Tournament Trail, Phase 2, Bond #INC61806, \$10,015.00, Erosion Control
- Star Financial Bank, Star Bank – Wheeler Landing, Bond & Rider #B-9127117, \$5,925.00, Storm Sewer, Sidewalk, & Erosion Control
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075700, \$30,407.34, Streets
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075701, \$52,904.00, Storm Sewer
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075702, \$26,663.00, Sidewalk
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075703, \$5,556.00, Curbs
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075704, \$1,504.00, Walking Trail
- D.R. Horton-Indiana, LLC, Sheffield Park, Section 2, Bond & Rider #SUR0075705, \$7,462.00, Erosion Control

Maintenance Bond Release

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

- Rieth-Riley Construction Co., Inc. The Springs at Viking Meadows, Section 1, Bond #106949499, \$21,218.10, Asphalt Paving Streets
- Pulte Homes of Indiana, LLC, The Springs at Viking Meadows, Bond #30056174, \$1,969.40, Common Area Sidewalks
- Valenti-Held Contractor/Developer, Inc., Springs at Viking Meadows, Bond #5042884, \$33,795.53, Storm Sewer
- The Snider Group, Inc., The Springs at Viking Meadows, Bond #3241213, \$2,952.00, Concrete Curbs
- Pulte Homes of Indiana, Andover North, Section 2, Bond #800044454, \$1,096.60, Multi-Use HMA Path
- Pulte Homes of Indiana, Andover North, Section 4, Bond #LICX1184513, \$10,992.10, ROW Improvements
- D&R Excavating, d/b/a Earth Resources, Andover North, Section 4, Bond #INC60944, \$21,981.92, Storm Sewers
- Conco Curbs & Paving, Andover North, Section 4, Bond #B3239436, \$634.40, Common Area Sidewalks
- Conco Curbs & Paving, Andover North, Section 4, Bond #B3239437, \$3,594.15, Curb & Gutter
- Baumgartner & Co., Andover North, Section 4, Bond #30058631, \$11,407.60, R/W Work: Accel/Decel DOT Improvements: Stone Base, Asphalt Intermediate & Surface, Striping, Walk Path
- Baumgartner & Co., Andover North, Section 4, Bond #30058632, \$10,396.80, On-Site Road & Street Paving, Stone Base, Asphalt Intermediate & Surface
- Company Green Property Management, LLC, Bridgewater L3, Bond #71916713, \$1,585.73, Erosion Control
- Grady Brothers, Waterford at Bridgewater L3, Bond #106636504, \$16,580.00, Stone, Asphalt, & Surface
- Karns, Inc., Waterford at Bridgewater Club L3, Bond #BMID266106, \$778.00, Common Area Sidewalks
- Karns, Inc., Waterford at Bridgewater Club L3, Bond #BMID266105, \$4,339.00, Concrete Curbs
- D&R Excavating, d/b/a Earth Resources, Waterford at Bridgewater, Section L3, Bond #INC60457, \$13,086.30, Storm Sewers

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000070397

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and CITY OF WESTFIELD, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$1,000,000.00 (the "Grant"), representing **50%** of the eligible costs of the project (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 Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

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 it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its 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 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.

D. The Grantee uses an approved transportation asset management plan on file with the State.

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 ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, 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 ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 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. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code ch. 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 **\$1,000,000.00**. 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.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. 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.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. 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. 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 and are fully and accurately reflected in Project reports submitted to the State.

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

A. The 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 three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. 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.

D. 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.

E. 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 IC § 4-2-6, *et seq.*, IC § 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 IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** 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 IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. 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.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 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) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

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

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

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 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 IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 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. 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 IC § 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 3.3 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. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 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.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will 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 N758-LPA
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-Legal
Indianapolis, IN 46204-2216

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

Kelcie Bishop
Greenfield District
32 S. Broadway St.
Greenfield, IN 46140
Email: kebishop@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Westfield
ATTN: Andy Cook
2706 E 171st St
Westfield, IN 46074
Email: acook@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.

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

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. 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, and to 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 or federal 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.

22. 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.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE 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 Agreement 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 IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

CITY OF WESTFIELD

By: _____

Title: _____

Date: _____

Indiana Department of Transportation

By: _____

(for) Michael Smith, Commissioner

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

Approved as to Form and Legality:
***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 7, 2022.
FA 22-55***

This instrument was prepared by the undersigned attorney:
Marjorie A Millman, #21748-36

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **2201578**

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

Type of Project: **Pavement Replacement**

Location:

Route Name	From	To
SAPPHIRE DR	146th Street	Oak Ridge Road
WORTH CT	End	End
RAYMOND LN	Sapphire Drive	Worth Court
VICTORY CT	Worth Court	End
QUAILWOOD LN E	Agate Lane	Troy Lane
QUAIL WOOD LN W	Agate Lane	End
PINE RIDGE DR E	Agate Lane	Norway Spruce Lane (360' W)
PINE RIDGE DR W	W Quail Wood Lane	Agate Lane
FLAT ROCK DR	Austrian Pine Way	End
AUSTRIAN PINE WAY	Flat Rock Drive (~115' N)	E Pine Ridge Drive
PINEWOOD LN	Flat Rock Drive	Pine Ridge Drive
AGATE LN	Pine Ridge	End
W 166TH ST	Eagle Creek Avenue	Ditch Road
FUTCH WAY	171st Street	End
SHADOAN WAY	End	End
HINSHAW WAY	Futch Way	Carey Road
EAGLETOWN RD	SR 32	SR 32 (~2625' N)
COMMERCIAL ST	SR 32	Washington Street
FERN DR	Commercial Street	Eagletown Road
WASHINGTON ST	Commercial Street	Eagletown Road
FOX LN	Oak Ridge Road	End
SUPER STAR DR	Oak Ridge Road	Fox Lane
SUPER STAR CT	Super Star Drive	End
KINSEY AV	181st Street	186th Street

Application ID: **11916**

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

Milling and resurfacing of various road throughout the City of Westfield that includes full -depth HMA patching and thermoplastic pavement markings. Each road has its own unique solution. The roads in this application are part of our 2022 Resurfacing project and their limits are as follows: 166th Street (Eagle Creek Avenue to Ditch Road), Kinsey Avenue (181st Street to 186th Street), Eagletown Road (176th Street to ~2625 feet north of 176th Street), Commercial Street (SR 32 to Washington Street), Fern Street (Commercial Street to Eagletown Road), Washington Street (Commercial Street to Eagletown Road), Raymond Lane (Sapphire Drive to Worth Court in Village Farms Subdivision), Sapphire Drive (146th Street to Oak Ridge Road in Village Farms Subdivision), Victory Court (Worth Court to end in Village Farms Subdivision), Worth Court (End to End in Village Farms Subdivision), Austrian Pine Way (E Pine Ridge Dr to ~115 N of Flat Rock Drive in Pine/Quail Ridge Subdivision), E Pine Ridge Drive (Agate Lane to ~360 W of Norway Spruce Lane in Pine/Quail Ridge Subdivision), Flat Rock Drive (Austrian Pine Way to end in Pine/Quail Ridge Subdivision), Pine Wood Lane (Flat Rock Drive to Pine Ridge Drive in Pine/Quail Ridge Subdivision), Agate Lane (Pine Ridge Drive to End in Pine/Quail Ridge Subdivision), E Quail Wood Lane (Agate Lane to Troy Lane in Pine/Quail Ridge Subdivision), W Pine Ridge Drive (W Quail Wood Lane to Agate Lane in Pine/Quail Ridge Subdivision), W Quail Wood Lane (End to Agate Lane in Pine/Quail Ridge Subdivision), Futch Way (171st Street to End in Carey Commons Subdivision), Hinshaw Way (Futch Way to Carey Road in Carey Commons Subdivision), Shadoan Way (End to End in Carey Commons Subdivision), Fox Lane (Oak Ridge Road to End in Village Farms Subdivision), Super Star Court (Super Star Dr to End in Village Farms Subdivision), Super Star Drive (Oak Ridge Road to Fox Lane in Village Farms Subdivision)

The maximum amount of state funds allocated to the Project is \$1,000,000.00.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

December 06, 2022

City of Westfield
Andy Cook
2706 E 171st St
Westfield, IN 46074

RE: Community Crossing Matching Grant Fund 2022-2 Award Letter

Dear Andy Cook:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2022-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
11916	\$1,000,000.00	All
TOTAL	\$1,000,000.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Kelcie Bishop, (317) 232-3038 or kebishop@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Eaton-McKallip".

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer



CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 9th day of February 2023, by and between City of Westfield (“Contracting Party”) and Johannigman Excavating, Inc. (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: 161st Street between Oak Road and Carey Road in Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: June 09, 2023 shall be the “Intermediate Completion Date” and October 23, 2023 shall be the “Completion Date”.
 - (d) Purchase Price: One Hundred Seventy-Eight Thousand Six Hundred Twenty-Five Dollars and 00/100, \$178,625.00 (see Proposal dated February 02, 2023 - Exhibit B).
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 161st Street Drainage Improvements” dated February 02, 2023 inclusive of all sections and appendixes.

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

(g) Addresses:

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

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

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

If to Vendor:

Johhannigman Excavating, Inc.
5869 S. U.S. 421
Greensburg, IN 47240

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"):

- (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations;
- (b) fails to perform services or deliver goods as specified by Contracting Party;
- (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or
- (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves,

Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001), including Personal Injury, Premises Operations, including explosion,	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

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

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

\$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

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

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

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

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

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

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

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

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

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and

supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

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

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

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

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

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

EXECUTED this _____ day of _____, 2023.

Contracting Party:

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

Vendor:

Johhannigman Excavating, Inc.
5869 S. U.S. 421
Greensburg, IN 47240

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

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

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

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

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

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

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

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

❑ Project Specific Signage:

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

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

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

EXHIBIT B

See attached Proposal dated February 02, 2023

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

161st Street Drainage Improvements

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

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed **161st Street Drainage Improvements** and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes excavation, pipe installation, pavement patching, and seeding.

The project will be awarded to the lowest and most responsible bidder.

The undersigned proposes to furnish all work for the construction of the **161st Street Drainage Improvements** including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete the work within the time constraints shown in the Special Provisions. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): R.J.

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SEE ADDENDUM #1

161st Street Drainage Improvements City of Westfield

ITEMIZED PROPOSAL
BID DATE: FEBRUARY 02, 2023

Item No.	Description	BASE BID		Unit Price	Extended Price
		Quantity	Unit		
1.0	CONSTRUCTION ENGINEERING	1.0	L.S.		
2.0	MOBILIZATION AND DEMOBILIZATION	1.0	L.S.		
3.0	CLEARING RIGHT OF WAY	1.0	L.S.		
4.0	EXCAVATION, COMMON	3,493.0	C.Y.		
5.0	TEMPORARY CHECK DAM, REVETMENT RIPRAP	14.0	TON		
6.0	TEMPORARY SILT FENCE	1,268.0	L.F.		
8.0	STRUCTURAL BACKFILL, TYPE 1	51.0	C.Y.		
9.0	RIPRAP, REVETMENT	9.0	TON		
10.0	GEOTEXTILE FOR RIPRAP TYPE 1B	12.0	SYS		
11.0	MOBILIZATION AND DEMOBILIZATION FOR SEED	1.0	EACH		
12.0	EROSION CONTROL BLANKET	1,683.0	S.Y.		
13.0	MULCHED SEEDING, D (2020 ISS)	4,856.0	S.Y.		
14.0	PIPE, TYPE 1 CIRCULAR 18 IN	38.0	L.F.		
15.0	PIPE, TYPE 2 CIRCULAR 12 IN	9.0	L.F.		
16.0	PIPE, TYPE 2 CIRCULAR 18 IN	50.0	L.F.		
17.0	PIPE, TYPE 2 CIRCULAR 21 IN	492.0	L.F.		
18.0	PIPE END SECTION , DIAM 12 IN	1.0	EACH		
19.0	PIPE END SECTION , DIAM 18 IN	3.0	EACH		
20.0	HMA FOR STRUCTURE INSTALLATION, TYPE B	12.0	TON		
21.0	MANHOLE, C4	2.0	EACH		
22.0	MANHOLE, C2	1.0	EACH		
23.0	CONSTRUCTION SIGN, A	3.0	EACH		
24.0	CONSTRUCTION SIGN, B	2.0	EACH		
25.0	MAINTAINING TRAFFIC	1.0	L.S.		

Base Bid: Total Estimated Construction Costs = _____

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT: _____

EMAIL: _____

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

5% of Total Estimated Construction Costs

_____ Dollars (\$ 5% of Total Estimated Construction Costs),

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

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

Receipt of Addenda No. 1 is hereby acknowledged.

Respectfully submitted,

Johannigman Excavating, Inc.

Contractor

(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By  Robert J. Johannigman

Title President

Dated:

Address 5869 S US 421

February 2nd, 20 23

Greensburg, IN 47240

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

LIST OF SUPPLIERS / SUBCONTRACTORS

161st Street Drainage Improvements

CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
<u>Precast Supplier</u>	<u>Indiana Precast</u>	<u>895 Jonesville Rd</u> <u>Columbus, IN 47201</u>
<u>Casting Supplier</u>	<u>Utility Pipe Sales</u>	<u>2821 N Catherwood Ave</u> <u>Indianapolis, IN 46219</u>
<u>Asphalt</u>	<u>Sipes Asphalt</u>	<u>830 W Summer Ave, Suite B</u> <u>Indianapolis, IN 46217</u>
<u>Erosion Control</u>	<u>Roudebush Grading</u>	<u>17155 Harger Ct</u> <u>Noblesville, IN 46060</u>
<u>Stone</u>	<u>Ward Stone</u>	<u>1611 IN 252</u> <u>Flat Rock, IN 47234</u>
<u> </u>	<u> </u>	<u> </u>
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The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self performed and label as such.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

Attachment 1

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

CITY OF WESTFIELD
ADDENDUM NO. 1

161ST STREET Drainage Improvements
JANUARY 30, 2023

TO: All Plan Holders of Record

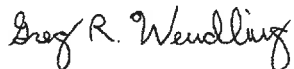
The following addendum items modify, change, delete from or add to the requirements of the contract documents for this project. The articles contained in the addendum take precedence over the requirements of the previously published contract documents. Where any article of the contract specifications or any detail of the contract drawings is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by the articles contained in this addendum, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect. All Bidders shall acknowledge receipt of this Addendum in the space provided on page 3-6.

Item No. 1 – 21” Pipe End Section

1. Clarification: A 21” Pipe End Section was added to the revised itemized proposal attached to this addendum. This revised itemized proposal will be utilized for the submittal.

Sincerely,

USI CONSULTANTS, INC.



Greg R. Wendling, PE
Project Manager

**161st Street Drainage Improvements
City of Westfield**

**ITEMIZED PROPOSAL
BID DATE: FEBRUARY 02, 2023
Modified per Addendum #1**

BASE BID					
Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1.0	CONSTRUCTION ENGINEERING	1.0	L.S.	\$6,888.00	\$6,888.00
2.0	MOBILIZATION AND DEMOBILIZATION	1.0	L.S.	\$10,955.00	\$10,955.00
3.0	CLEARING RIGHT OF WAY	1.0	L.S.	\$1,400.00	\$1,400.00
4.0	EXCAVATION, COMMON	3,493.0	C.Y.	\$17.05	\$59,555.65
5.0	TEMPORARY CHECK DAM, REVETMENT RIPRAP	14.0	TON	\$90.00	\$1,260.00
6.0	TEMPORARY SILT FENCE	1,268.0	L.F.	\$1.85	\$2,345.80
8.0	STRUCTURAL BACKFILL, TYPE 1	51.0	C.Y.	\$29.25	\$1,491.75
9.0	RIPRAP, REVETMENT	9.0	TON	\$39.00	\$351.00
10.0	GEOTEXTILE FOR RIPRAP TYPE 1B	12.0	SYS	\$49.00	\$588.00
11.0	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	1.0	EACH	\$262.50	\$262.50
12.0	EROSION CONTROL BLANKET	1,683.0	S.Y.	\$1.35	\$2,272.05
13.0	MULCHED SEEDING, D (2020 ISS)	4,856.0	S.Y.	\$0.80	\$3,884.80
14.0	PIPE, TYPE 1 CIRCULAR 18 IN	38.0	L.F.	\$197.70	\$7,512.60
15.0	PIPE, TYPE 2 CIRCULAR 12 IN	9.0	L.F.	\$76.85	\$691.65
16.0	PIPE, TYPE 2 CIRCULAR 18 IN	50.0	L.F.	\$70.35	\$3,517.50
17.0	PIPE, TYPE 2 CIRCULAR 21 IN	492.0	L.F.	\$77.40	\$38,080.80
18.0	PIPE END SECTION , DIAM 12 IN	1.0	EACH	\$2,102.00	\$2,102.00
19.0	PIPE END SECTION , DIAM 18 IN	3.0	EACH	\$2,190.00	\$6,570.00
20.0	HMA FOR STRUCTURE INSTALLATION, TYPE B	12.0	TON	\$857.50	\$10,290.00
21.0	MANHOLE, C4	2.0	EACH	\$3,445.00	\$6,890.00
22.0	MANHOLE, C2	1.0	EACH	\$3,695.00	\$3,696.94
23.0	CONSTRUCTION SIGN, A	3.0	EACH	\$157.50	\$472.50
24.0	CONSTRUCTION SIGN, B	2.0	EACH	\$157.50	\$315.00
25.0	MAINTAINING TRAFFIC	1.0	L.S.	\$4,818.40	\$4,818.40
26.0	PIPE END SECTION , DIAM 21 IN	1	EACH	\$2,415.00	\$2,415.00

Base Bid: Total Estimated Construction Costs = \$178,625.00

CONTRACTOR: Johannigman Excavating, Inc.

ADDRESS: 5869 S US 421

Greensburg, IN 47240

TELEPHONE: (812) 852-2800

FAX: (812) 852-2801

CONTACT: Robert J. Johannigman

EMAIL: bob@johannigmanexcavating.com

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

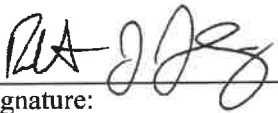
Re: Project – 161st Street Drainage Improvments

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 161st Street Drainage Improvements, hereinafter referred to as the “Project”;

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

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

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


Signature: _____

Robert J. Johannigman
Printed Name: _____

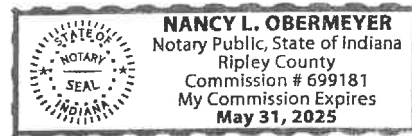
Signature: _____

Printed Name: _____

STATE OF INDIANA:

SS:

COUNTY OF _____



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

Witness my hand and Notarial Seal this 2nd day of February, 2023

Nancy L Obermeyer
Signature

Nancy Obermeyer
Printed Name

My Commission expires 5/31/2025

I am a resident of Ripley County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

BID OF

Johannigman Excavating, Inc.
(Contractor)

5869 S US 421
(Address)

Greensburg, IN 47240

FOR

PUBLIC WORKS PROJECTS

OF

Filed _____

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): February 2nd, 2023

1. Governmental Unit (Owner): City of Westfield
2. County : Hamilton County
3. Bidder (Firm): Johannigman Excavating, Inc.
Address: 5869 S US Hwy 421
City/State/ZIPcode: Greensburg, IN 47240
4. Telephone Number: (812) 852-2800
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 161st Street Drainage Improvements
(Governmental Unit) in accordance with plans and specifications prepared by USI Consultants
and dated 1/12/2023 for the sum of
One Hundred Seventy Eight Thousand Six Hundred Twenty Five \$178,625.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Johannigman Excavating, Inc.

Date (month, day, year): February 2nd, 2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,043,990.00	Street Rehab	7/2020	Town of Osgood, 147 W Ripley St., Osgood, IN
\$83,424.76	Park Entrance	8/2021	City of Greensburg, 314 W Washington St., Greensburg, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Dave O'Mara Contractor's Inc., P.O. Box 1139, North Vernon, IN 47265, 812-346-4135

Maxwell Construction, 100 Progress Drive, Batesville, IN 47006, 812-934-2200

Bruns-Gutzwiller, Inc., P.O. Box 119, Batesville, IN 47006, 812-934-2105

Ferguson Construction Co., P.O. Box 726, Sidney, OH 45365, 937-498-2381

Poole Group, Inc., 3295 S. Farmers Ret. Rd., Dillsboro, IN 47018, 812-654-2968

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

We would begin by organizing a preconstruction meeting and calling in locates. We would then
have the site staked and install erosion control measures per plan. Then begin with cutting in the
dry basin and swale. Then install proposed storm sewer. Then we would have 161st patched back
and prepare the site for final seeding.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Busch Landscaping, LLC, 5703 N US Hwy 421, Osgood, IN 47037 - Landscaping & Seeding

Dave O'Mara Contractor, Inc., PO Box 1139, North Vernon, IN 47265 – Asphalt Paving

Doll Landscaping, Inc., 14365 N 525 E, Batesville, IN 47006 – Landscaping & Seeding

Bruns-Gutzwiller, Inc, P.O. Box 119, Batesville, IN 47006 – Masonry

Karns, Inc., 4352 W 96th St, Indianapolis, IN 46268 - Slipform Concrete Curbs

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list can be provided upon request.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Excavators, Bulldozers, Articulated Dump Trucks, Rubber Tired Loaders, Crawler Loader,
Skid Loaders, Scrapers, Motor Graders, Rollers, Dump Trucks, Trailers, Pickups

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes. We have received offers.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Greensburg, IN this 2nd day of February, 2023

Johannigman Excavating, Inc.

(Name of Organization)

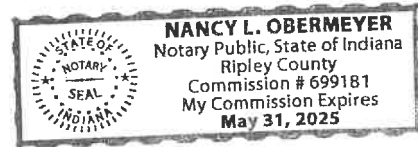
By

Robert J. Johannigman
President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Decatur) ss



Before me, a Notary Public, personally appeared the above-named Robert J. Johannigman and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 2nd day of February, 2023.

Nancy L. Obermeyer
Notary Public

My Commission Expires: 5/31/2025

County of Residence: Ripley

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Johannigman Excavating, Inc.
5869 S US Hwy 421
Greensburg, IN 47240-6642

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Westfield Public Works
2706 E 171st St
Westfield, IN 46074-9734

BOND AMOUNT: ***Five Percent (5%) of the Accompanying Bid***

PROJECT:

(Name, location or address, and Project number, if any)
161st Street Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of February, 2023

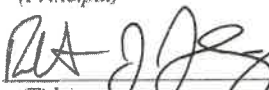

(Witness)


(Witness)

Johannigman Excavating, Inc.

(Principal)

(Seal)


(Title) Robert J. Johannigman, President

Merchants Bonding Company (Mutual)

(Surety)


(Title) Felicia A. Johnson, Attorney-in-Far



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Carolyn J Waggoner; Dale E Wolcott; David A Linthicum; Felicia A Johnson; Michael K Corcoran; Pamela D Christianson; Stella M Milli; Tiffany T Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of February, 2023.



William Warner Jr.
Secretary

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	161 st Street Drainage Improvements
Westfield Project Number:	2015078
Westfield Project Manager:	John Nail
Westfield PO Number:	

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

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

HWC ENGINEERING – LAND MANAGEMENT SERVICES
BMO Plaza
135 North Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
(317) 347-3663

MEMORANDUM OF AGREEMENT FOR LAND MANAGEMENT SERVICES

Client: City of Westfield
Client Address: 2706 East 171st Street, Westfield, IN 46074
Project Name: Stormwater Program 2023
Project Number: 2023-055-S

Services to be provided: The Scope of Services includes land management services as described in Appendix “A”, attached.

Schedule: Wet Program: Starts April 1, 2023
Dry Program: 1st Spray in June and 2nd Spray in August.

Fees:
Wet Program: \$15,500 – Due 30 days after agreement is executed.
Dry Program: \$40,375 – Due in full after first spray occurrence.
TOTAL: \$55,875 Lump Sum

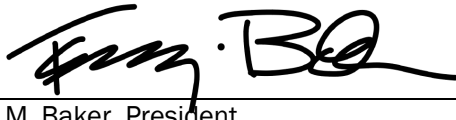
Invoicing/Payments: Billing is monthly unless otherwise noted. Payments are due within 30 days of invoice receipt. The rates identified in this Agreement are subject to change each December 31st without notification or modification to this Agreement. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the client. The terms and conditions under which we are providing these services are set forth on pages 2 - 3 and are incorporated herein by reference. Additional services requested or unusual problems or difficulties may necessitate a higher fee and contract amendment.

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in space provided below.

HWC ENGINEERING, INC.

Date: February 10, 2023

Printed Name & Title: Terry M. Baker, President



CLIENT:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services for the above-described project and that the terms and conditions stated are understood and herewith agreed to and accepted. HWC Engineering, Inc. Land Management Division is hereby authorized to proceed with the services outlined herein.

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



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for land management services are part of this agreement for our services.

COMPENSATION FOR HWC's SERVICES - The basis for compensation will be as identified in the agreement. When "Lump Sum" payment is utilized it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by **HWC** and shall not exceed the fixed payment amount without prior authorization of the **CLIENT**. When hourly (no limit) and hourly not-to-exceed (NTE) is utilized, all labor, equipment, and reimbursable expenses will be billed according to the rate schedule attached to this agreement.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, reproduction or printing, Equipment, layout, inspection, and other outside consultants.

TIME OF PAYMENT - **HWC** may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. If the **CLIENT** fails to make any payment due **HWC** for services and expenses within 30 days after receipt of **HWC's** invoice the amounts due **HWC** will be increased at the rate of 1.5% per month from the thirtieth day from invoicing. In addition, **HWC** may, after giving fourteen days written notice to **CLIENT**, suspend services under this Agreement until **HWC** has been paid in full all amounts due for services, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the **CLIENT** fails to make payments when due and **HWC** incurs any costs in order to collect overdue sums from the **CLIENT**, the **CLIENT** agrees that all such collection costs incurred shall immediately become due and payable to **HWC**. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable **HWC** staff costs at standard billing rates for **HWC's** time spent in efforts to collect. This obligation of the **CLIENT** to pay **HWC's** collection costs shall survive the term of this Agreement or any earlier termination by either party.

INDEMNITIES - **HWC** and the **CLIENT** each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, **CLIENT** shall indemnify and hold harmless **HWC**, **HWC's** Subconsultants and the officers, directors, partners, employees of **HWC**, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous, toxic or dangerous environmental condition, on or about the Project site (the "Site"), whether known or unknown to **CLIENT**, provided that nothing in this Article shall obligate **CLIENT** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The **CLIENT** agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to **HWC's** officers and employees, their heirs and assigns, and **HWC's** Subconsultant's their heirs and assigns.

HWC will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **CLIENT** at all reasonable times for inspection or copying.

PROFESSIONAL RESPONSIBILITY - **HWC** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. Failure by the **CLIENT** to report any defect or suspected defect to **HWC** within one (1) year from the completion of **HWC's** services for the Project shall relieve **HWC** of the obligation to cure the defect or suspected defect or any costs associated with the efforts to cure the defect or suspected defect.

HWC shall not be required to sign any documents, no matter by whom requested, that would result in **HWC** having to certify, guarantee or warrant the existence of conditions whose existence **HWC** cannot ascertain. The **CLIENT** also agrees not to make resolution of any dispute with **HWC** or payment of any amount due to **HWC** in any way contingent upon **HWC's** signing any such certification.

ABANDONMENT - Services may be terminated by the **CLIENT** and **HWC** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party so long as such nonperformance has not been caused by delays outside of the control of **HWC**. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by **HWC** to the date of the abandonment for all services to be paid for on a lump sum basis. **HWC** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to **HWC** shall be paid as the final payment in **CLIENT's** full settlement and release for the services hereunder unless otherwise provided hereunder.

INSURANCE - **HWC** shall procure and maintain Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by **HWC**, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee; Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00; Additionally, **HWC** shall require its Subconsultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage equal to or greater than **HWC**.

CLIENT shall procure and maintain Commercial General Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00; shall cause **HWC** and **HWC's** Consultants to be listed as additional insured on any general liability or property insurance policies carried by **CLIENT** which are applicable to the Project; shall require Contractor to purchase and maintain general liability and other insurance as specified in the

Contract Documents and to cause HWC and HWC's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contactor for the Project.

CLIENT and **HWC** shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of **HWC's** services and at renewals thereafter during the life of the Agreement.

All policies of property insurance shall contain provisions to the effect that **HWC's** and **HWC's** Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

DISPUTES - All claims or disputes of **HWC** and the **CLIENT** arising out of or relating to the Agreement, or the breach thereof after notice and a reasonable opportunity to cure, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located in ~~Marion~~ **Clark** County, Indiana.

AMENDMENTS - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement. No amendment or modification to this Agreement shall have any force or effect unless in writing and signed by both the **CLIENT** and **HWC**.

Treatments & visits subject to weather, safe water quality conditions, temperature & holidays. Products are safe; however, there is always a fish kill risk especially carp & shad; HWC is not liable for costs or cleanup in these rare events.

Appendix "A"

CITY OF WESTFIELD STORMWATER MAINTENANCE PROGRAM

Site 1: Bio Retention 151st/US 31 (Goodwill Area) 2X

.8-acre site

Spray Invasives: Spot spray Invasives per visit.	\$800
Spray Inlets/Outlets: Kill weeds per visit.	\$500
Trash: Pickup all trash on site per visit	\$300
Spray Rip Rap: Kill weeds in rip rap areas.	\$800
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3900</u>

Site 2: Bio Retention Grayhound Ct/US 31 (St Vincent) 2X

.9-acre site

Spray Rip Rap: Kill weeds in rip rap areas per visit.	\$700
Spray Inlets/Outlets: Kill weeds, clean area per visit.	\$700
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3200</u>

Site 3: Bio Retention Carey Rd/161st St 2X

1.05-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$950
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$600
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3350</u>

Site 4: Bio Swale 191st/Thomlinson Rd 2X

.2-acre site

Spray Invasives: Spot spray invasive species per visit.	\$250
Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$400
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$200
Trash: Pickup all trash on site per visit.	<u>\$150</u>
Total:	<u>\$1000</u>

Appendix "A"

CITY OF WESTFIELD STORMWATER MAINTENANCE PROGRAM

Site 5: City Administration Building 2X

.12-acre site

Spray Invasives: Spot spray invasive species, per visit.	\$250
Clean Inlets/Outlets: Kill weeds, clean area, per visit.	\$75
Spray Perimeter: Kill weeds around area and rip rap.	\$150
Pickup Trash: Pickup all trash on site per visit.	<u>\$150</u>
Total:	<u>\$625</u>

Site 6: Bio Swale Carey Rd (By Bridgewater) 2X

.14-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$650
Trash: Pickup all trash on site per visit.	<u>\$300</u>
Total:	<u>\$950</u>

Site 7: Bio Swale/Wet Basin Dartown Rd (Behind Fire Station) 2X

.8-acre site

Spray Cattails: Manage Cattails in area.	\$1000
Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$300
Trash: Pickup all trash on site per visit.	\$300
Treat Pond: Based on 10 treatments, April-October.	<u>\$3000</u>
Total:	<u>\$4600</u>

Site 8: Bio Retention/Wet Basin (In front of McDonalds on 32) Every 2 weeks.

.5-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$500
Spray Cattails: Manage Cattails in area.	\$1000
Spray Invasives: Kill invasive species in area per visit.	\$1000
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$2000
Trash: Pickup all trash on site per visit.	\$1000
Treat Pond: Based on 10 treatments, April-October.	<u>\$2500</u>
Total:	<u>\$8000</u>

Appendix "A"

CITY OF WESTFIELD STORMWATER MAINTENANCE PROGRAM

Site 8.5: Bio Retention/Wet Basin (In front of Culvers) Every 2 weeks.

.5 acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$500
Spray Cattails: Manage Cattails in area.	\$1000
Spray Invasives: Kill invasive species in area, per visit.	\$1000
Spray Rip Rap: Kill weeds in rip rap areas, per visit.	\$500
Trash: Pickup all trash on site per visit.	\$750
Treat Pond: Based on 10 treatments, April-October.	<u>\$2000</u>
Total:	<u>\$5750</u>

Site 9: Wet Basin 181st/US 31 (Old TSC) 2X

1.2-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$350
Trash: Pickup all trash on site per visit.	\$150
Treat Pond: Based on 10 treatments, April-October	<u>\$1000</u>
Total:	<u>\$1500</u>

Site 9.5: Wet Basin (Small pond north of Site 9) 2X

.2 acres

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$350
Trash: Pickup all trash on site per visit.	\$150
Treat Pond: Based on 10 treatments, April-October.	<u>\$1000</u>
Total:	<u>\$1500</u>

Site 10: Wet Basin 171st/Ditch (Across from Maple Glen Elementary) 2X

5.3-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$750
Spray Cattails: Manage Cattails in area.	\$1250
Trash: Pickup all trash on site per visit.	\$500
Treat Pond: Based on 3 treatments, 1x per month June-October.	<u>\$2500</u>
Total:	<u>\$5000</u>

Appendix "A"

CITY OF WESTFIELD STORMWATER MAINTENANCE PROGRAM

Site 11: Bio Retention Freedom Park 1X

.12-acre site

Spray Inlets/Outlets.	\$400
Trash: Pickup all trash on site per visit.	\$250
Bush hog and Spray Invasives. 1x	<u>\$1000</u>
Total:	<u>\$1650</u>

Site 12: 151st/Target AND small area on Westfield Blvd. 2x

Spray Inlets/Outlets.	\$750
Spray Rip Rap areas: Spray for weeds and grasses.	<u>\$750</u>
Total:	<u>\$1500</u>

Site 13: 151st/US 31 Behind Firehouse. 2X

.4-acre site.

Spray Cattails-Manage.	\$500
Treat Pond-Season based on 10 treatments.	\$3500
Trash-Pickup all trash on site per visit.	\$300
Spray Inlets/Outlets.	<u>\$300</u>
Total:	<u>\$4600</u>

Site 14: Area out front of Washington Woods Elementary and Fire Station. 2x

Spray Inlets/Outlets.	\$750
Spray Rip Rap areas: Spray for weeds and grasses.	<u>\$750</u>
Total:	<u>\$1500</u>

Site 15: Bio Retention Westfield Blvd. 2X

1.05-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$1000
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$700
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3500</u>

Appendix "A"

CITY OF WESTFIELD STORMWATER MAINTENANCE PROGRAM

Site 16: Bio Retention Ditch Rd/St Rd 32. 2X

1.5-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit. \$1000

Spray Rip Rap: Kill weeds in rip rap area, per visit. \$900

Trash: Pickup all trash on site per visit. \$350

Bush hog and spray invasives. 1X \$1500

Total: \$3750

Dry Program: \$40,375

Wet Program: \$15,500

Total Project Not to Exceed \$55,875



February 20, 2023

Mr. John Nail
Director of Public Works
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Re: SR 32 Westfield Reconstruction
Des. No. 1801731
Project No. 2018.01349
Supplemental Fee – Amendment No. 2 –**revision no. 1**

Mr. Nail,

The information below outlines additional scope which is above and beyond our original contract. The main additions are attributed to the additional Streetscape coordination and Advanced Building Demo Contract. Other services were suppressed, as detailed below.

Scope of Services

1. **Project Management – Revised Letting (Change in Scope and Supplemental Fee: +\$19,100)**
 - a. Original contract bid letting originally anticipated for December 2022
 - b. Updated bid letting scheduled for October 2023. Updated duration of services from January 2023 through October 2023.

2. **Advance Building Demo Contract (Change in Scope and Supplemental Fee: +\$32,000)**
 - a. Building demolition along south side of SR 32 has been expedited in an additional INDOT Contract to accommodate utility relocations into overall schedule
 - b. March 2023 Bid Letting planned for this work. Final tracings and bid docs coordinated in 1 month to deliver for ready for contracts.
 - c. Utility coordination of the building shutoffs during the demo contract. Anticipate coordination with the building relocation contractor at 102 S. Union Street along with the other utility shut offs coordinating with overall building demolition contractor.

3. **Streetscape Coordination (Change in Scope and Supplemental Fee: +\$88,200)**
 - a. Implementation of Streetscape elements into the Road Construction Bid Documents:
 - i. Additional coordination with MKSK
 1. Additional coordination meetings
 2. Road design and storm sewer modifications
 3. Quantity and cost estimate updates
 4. Unique special provision coordination
4. **Lighting Design - Streetscape (Change in Scope and Supplemental Fee: +\$22,200)**
 - a. Street lighting has been modified to include pedestrian light poles in buffer and street light poles within the median per the layout provided by MKSK for Streetscape.
 - b. Arrangement of light pole locations provide by MKSK and photometric updates completed by Structurepoint
 - c. Re-design for the light pole locations including conduit, handhole, service point updates
 - d. Updated lighting pole and fixture type based on Streetscape committee selections
5. **Retaining Wall Design – Cast in Place (Change in Scope and Supplemental Fee: +\$11,800)**
 - a. Modular Block type Retaining Wall originally designed North of the Stultz Stanley House
 - b. Cast in place wall with cobblestone façade is requested through coordination with property owner and to remain in commitment to the advisory board mitigation requirements
6. **Structural Design – Ground Mounted Signs (Change in Scope and Supplemental Fee: +\$11,400)**
 - a. Structural engineering services required for 3 ground mounted median signs proposed by MKSK
7. **Construction Phase Services - Utility Coordination (Change in Scope and Supplemental Fee: +\$25,600)**
 - a. Utility relocations anticipated to begin August 2023 and go through August 2024
 - b. Additional coordination required for utility relocation tracking during construction
 - c. Assume 10 site visits and weekly virtual progress meetings during construction

Change in Services

1. Archaeological Sites Services were suppressed from the Contract, as reflected in the Amendment No. 2.
2. Asbestos Survey Services for SR 32 were suppressed from the Contract, as reflected in the Amendment No. 2.
3. Title Work Updated Services under Right-of-Way Plan Development Services fees were modified, and the reduced fees reflected in Amendment No. 2.

Summary of Changes - Fees

SR 32 Westfield Reconstruction – Total Supplemental requested in Amendment No. 2

Change in Scope and Supplemental Fee: **\$210,300**

Contract reduction of unused phases:

Asbestos Testing Survey Services **-\$52,150**

Title Work Updates **-\$7,950**

Archaeological Sites **-\$24,000**

Grand Total Supplemental Amendment 2 **\$126,200**

SR 32 Contract Summary

LPA Consulting Contract, dated October 29, 2018 \$1,131,155

Amendment No. 1 to LPA – Consulting Contract, dated June 23, 2021 \$345,425

Proposal Letter for Amendment No. 2 and attachments \$126,200

Grand Total SR 32 contract \$1,602,780

Schedule Summary

Road Construction Contract – original Bid Letting: 12/7/22

Advanced Building Demo Contract – Bid Letting: 3/15/23

Road Construction Contract – revised Bid Letting: 10/12/23

John, we truly appreciate our partnership with the City of Westfield. Thank you for your consideration of the attached supplemental. If you have any concerns or questions, please do not hesitate to contact me at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.


Kenneth R. Olson, PE
Project Development Director


Cash E. Canfield, PE
Chief Operating Officer

KRO/CEC: pmm

Attachments

AAMENDMENT 2 TO LOCAL PUBLIC AGENCY-CONSULTANT AGREEMENT

1. Background Data:

a.	LPA Agreement Date:	<u>October 29, 2018</u>
b.	LOCAL PUBLIC AGENCY:	<u>City of Westfield, Indiana</u>
c.	CONSULTANT:	<u>American Structurepoint, Inc.</u>
d.	Project:	<u>SR 32 Reconstruction from east of Poplar Street to East Street</u>

2. Nature of Amendment

<u>x</u>	Additional Services to be performed by CONSULTANT
<u>x</u>	Modifications to Payment to CONSULTANT
<u>x</u>	Modifications to Time(s) for rendering Services

3. Description of Modifications

Attachment 1, "Modifications"

LOCAL PUBLIC AGENCY and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

CONSULTANT

LOCAL PUBLIC AGENCY:

American Structurepoint, Inc.

City of Westfield, Indiana

By: _____
Cash E. Canfield, Chief Operating Officer

By: _____
J. Andrew Cook, Mayor

Date
Signed: _____

Attest: _____
Jim Ake

Date
Signed: _____

Modifications

1. CONSULTANT shall perform the following Additional Services:

Appendix A, Section B is modified to include B.1 and will read as follows:

B. Project Management

1. The CONSULTANT shall manage all activities critical to accomplishing the project development tasks contained in the Project's scope of work. The CONSULTANT project manager shall be responsible for overall design and coordination, in addition technical execution and development of the final design.
 - a. Conduct monthly status progress meetings with the LPA, INDOT, and design team.
 - b. Conduct design review meetings following Stage One, Stage Two, and Stage Three submittals with the LPA, INDOT and design team.
 - c. Provide weekly progress reports on project status to LPA, INDOT, and design team.
 - d. Develop, monitor, and update project schedule and deliver documentation to LPA and INDOT monthly.

B.1. Project Management – Revised Letting

1. **The CONSULTANT shall manage all activities critical to accomplishing the project development tasks contained in the Project's scope of work. The CONSULTANT project manager shall be responsible for overall design and coordination, in addition technical execution and development of the final design.**
 - a. **Conduct monthly status progress meetings with the LPA, INDOT, and design team.**
 - b. **Conduct design review meetings following Stage Three submittals with the LPA, INDOT, and design team.**
 - c. **Provide bi-weekly progress reports on project status to LPA, INDOT, and design team.**
 - d. **Develop, monitor, and update project schedule and deliver documentation to LPA and INDOT monthly.**
 - e. **Original project development duration assumed to be November 2018 through December 2022**
 - f. **Updated project development duration assumed to be November 2018 through October 2023**

Appendix A, Section D.14 – Archaeological Sites Services will not be performed by the CONSULTANT, as mutually agreed by the parties, and therefore Section D.14 is suppressed from the Contract, as below:

D. Environmental Services

SR 32:

~~14. Archaeological Sites During the archaeological field reconnaissance completed for the preparation of the Phase Ia Archaeological Report, eight archaeological sites were encountered. In the October 5, 2018 proposal prepared by Weintraut & Associates Inc. for Section 106 Services, it was assumed no archaeology sites would be encountered. Finding sites necessitates the preparation of detailed mapping, cultural background site description, as well as identifying, photographing and weighing artifacts. As a result, each small site identified requires supplemental services. If during coordination with the project designer, INDOT Cultural Resources Office (CRO), and/or the office of the Indiana State Historic Preservation Officer (SHPO), it is determined additional archaeological studies are required, which may include Phase Ib, Phase Ic, Phase II, or Phase III investigations the effort to provide such additional series will be considered a change in the scope and additional or supplemental services will be required.~~

Appendix A, Section G is modified to include Sections G.1 and G.2 to read as follows:

G. Road Design and Plan Development

1. The CONSULTANT shall prepare plans, special provisions for the specifications, and opinion of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.
 - a. The road design limits and project design scope are generally described in Item A.
 - b. Submittal Deliverables for SR 32 Reconstruction: Stage One, Preliminary Field Check, Preliminary Right of Way, Stage Two, Final Right of Way, Stage Three, and Final Tracings
 - c. Submittal Deliverables for Jersey Street Construction: Stage One, Preliminary Field Check, Stage Three, and Final Tracings
 - d. The anticipated project design scope is described below:
 1. General road design (Pavement treatment, typical section, intersection treatments)

2. Storm sewer and drainage details
3. Maintenance of traffic
4. Pavement markings and sign details
5. Pedestrian accommodations and ADA curb ramp details
6. Preliminary Retaining Wall Layout (Two Locations – Stultz-Stanley property and southeast of SR 32 and East Street)
- e. Public involvement during environmental process: assume two Public Information Meetings and one Public Hearing, three (newly added) State Review Board Meetings; Assume meeting prep of documents and coordination, meeting participation, and meeting minutes following meeting.
- f. Constructability review meetings with LPA: one at Preliminary Field Check and one at Stage Three plan submittal
- g. The CONSULTANT shall prepare up to three conceptual computer graphic renderings at the request of the LPA. Exhibits shall utilize aerial photography to illustrate the conceptual layout of the SR 32 Reconstruction project.
- h. Stormwater Detention Design
 1. The CONSULTANT shall prepare preliminary analysis and final design of stormwater detention for the SR 32. Specifically, four detention areas along the south side of SR 32. The scope of work will include:
 - a. Preliminary drainage computations including hydrologic and hydraulic analysis of four (4) detention storage alternatives.
 - b. Coordinate detention with roadway storm sewer design.
 - c. Construction details necessary to construct the above items
 - d. Final drainage computations and summary report
 - e. Preparation of an opinion of probable construction cost
 - f. Preparation of technical specifications and special provisions
 - g. Meetings - We assume the following meetings for CONSULTANT: two design team meetings, two client review meetings, and one coordination meeting with the Hamilton County Surveyor's office.
 2. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the

LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

3. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.
 - a. The CONSULTANT shall issue Notice of Work Plan Approvals and Notice to Proceed to Utility Owners once the right-of-way is cleared and staked so the Utilities can begin their work.

G.1. Road Design – Advance Building Demo Contract

1. The CONSULTANT shall prepare plans, special provisions for the specifications, and opinion of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.
 - a. Submittal Deliverables for SR 32 Reconstruction – Advance Demo Contract: Final Tracings
 - b. The anticipated project design scope is described below:
 1. Create new plan set for advance building demolition contract
 2. Update recurring and unique special provisions
 3. Building demolition sheets modified from road construction plans
 4. Maintenance of traffic
 5. Pedestrian accommodations during construction
 - c. Utility Coordination
 1. Coordination with building demo contractor and the building relocation contractor at 102 S. Union St.
 2. Coordinate shutoffs with assumed seven (7) utility companies during building demo construction.
 3. Follow up and tracking these relocations through construction.
2. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall

not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

3. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.

G.2. Road Design – Streetscape Coordination

1. The CONSULTANT shall prepare plans, special provisions for the specifications, and opinion of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.
 - a. The road design limits and project design scope are generally described in Item A.
 - b. Submittal Deliverables for SR 32 Reconstruction – Streetscape Coordination: Stage Three and Final Tracings
 - c. The anticipated project design scope is described below:
 - 1) Modify and coordinate implementing Streetscape elements into the road design (sidewalk material, typical section updates, pavement marking coordination)
 - 2) Updates to storm sewer to accommodate Streetscape elements
 - 3) Updates to the road plans to add in new Streetscape elements
 - 4) Review and update pedestrian accommodations with new Streetscape elements
 - 5) Resubmit Stage Three plans with implementing Streetscape elements
 - 6) Coordination and review of unique special provisions
 - 7) Coordination and review of pay items and unit price costs
 - d. Additional coordination meetings during implementation of Streetscape elements: assume four large group meetings for product and material selection and eight small group meetings for design and document coordination
 - e. Constructability review meetings with LPA: one at Stage Three plan submittal
2. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall

not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

- 3. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.**

Appendix A, Section L is modified to include L.1 and will read as follows:

L. Lighting Design

1. The CONSULTANT shall prepare construction documents for providing roadway lighting along SR 32 from east of Poplar Street to east of East Street, an approximate distance of 2,150' including lighting for up to eight (8) intersections. Lighting plan submittals shall consist of a PFC submittal, a Stage Three submittal and a final tracings submittal. Lighting will utilize decorative poles and fixtures similar to those currently in use at the SR 32 & Poplar Street roundabout.
 - a. Lighting Design – East Street: lighting required to be in accordance with INDOT standards for anticipated roundabout intersection at the SR 32 and East Street intersection.
 - b. Lighting Design – SR 32: lighting for remainder of corridor, excluding the East Street intersection.

L.1. Lighting Design – Streetscape

1. The CONSULTANT shall prepare construction documents for providing roadway lighting along SR 32 from east of Poplar Street to east of East Street, an approximate distance of 2,150' including roundabout lighting at the intersection of SR 32 & East Street. The lighting design will be performed based on the proposed Streetscape design along SR 32. Coordination with the Streetscape design will be required to confirm the photometrics meet requirements for lighting criteria. Lighting plan submittals shall consist of a Stage Three submittal and a Final Tracings submittal. The corridor lighting will utilize decorative poles and fixtures as selected by the Streetscape designer. The roundabout lighting and other spot lighting locations will utilize decorative poles and fixtures similar to those currently in use at the SR 32 & Poplar Street roundabout. Assume monthly coordination meetings to be held with INDOT and the City of Westfield up until the Final Tracings submittal.

Appendix A, Section P – Asbestos Survey Services – SR 32 will not be performed by the CONSULTANT, as mutually agreed by the parties, and therefore Section P and Exhibit C are suppressed from the Contract, as below:

P. Asbestos Survey Services

SR 32

- ~~1. The CONSULTANT shall make or cause to be made a complete asbestos investigation in general accordance with customary principles and practices in the fields of environmental science and engineering. The general scope of Asbestos Survey Services is attached as Exhibit C.~~**

Appendix A, Section R.1.c – Right-of-Way Plan Development – Title Research Services – Supplemental Title and Encumbrance Reports (Updates) is modified to read as follows:

R. Right-of-Way Plan Development

1. Title Research Services

c. (...)Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.
- 3) **The CONSULTANT provided all the updated titles requested by the LOCAL PUBLIC AGENCY and no additional “Title Update Fees” described in Exhibit E will be charged by CONSULTANT. Therefore, the fees for Right-of-Way Engineering Services set forth in Appendix D, Section A, item 6 will be modified. In case an additional title update is required, this modification should be mutually agreed in writing.**

Appendix A, Section T, is modified to include T.1 and will read as follows:

T. Retaining Wall Design

1. The CONSULTANT shall prepare final Retaining Wall, Moment Slab and Barrier Details as required for the fill retaining wall location based on the general scope assumed, opinion of probable cost, and all applicable design calculations and documentation in accordance with INDOT Design Manual Chapter 14. This will be completed for location southeast of the SR 32 and East Street intersection improvement. The design will conform to INDOT design criteria listed in the INDOT Design Manual. Assume standard INDOT pedestrian bridge rails with aesthetic finish on standard moment slab for the MSE fill wall location.
2. The CONSULTANT shall prepare final Retaining Wall, Stair and Aesthetic Handrail Details as required for the cut retaining wall location based on the general scope

assumed, opinion of probable cost, and all applicable design calculations and documentation in accordance with INDOT Design Manual Chapter 14. This will complete for location at Stultz-Stanley property. The design will conform to INDOT design criteria listed in the INDOT Design Manual. Assume an H-pile & lagging wall with an aesthetic finish for the cut wall location.

3. The CONSULTANT is providing the following for the SR 32 Retaining Walls:
 - a. Cost Estimate and Quality Calculations
 - b. Special provisions pertaining to walls or railings

T.1. Retaining Wall – Cast in Place

1. The CONSULTANT shall prepare final cast-in-place concrete retaining wall details as required for the retaining wall locations based on the general scope assumed, opinion of probable cost, and all applicable design calculations and documentation in accordance with *INDOT Design Manual* Chapter 14. The design will conform to INDOT design criteria listed in the *INDOT Design Manual*. Contract plans for retaining wall, special provisions for the specifications, geotechnical coordination, estimated quantities, and opinions of probable cost shall be provided in accordance with the INDOT Design Manual.
 - a. Design and plan updates for approx. 60 linear feet of retaining wall along the south edge of SR 32, west of Mill Street.
 - b. Wall type is assumed to be cast-in-place concrete. Investigation into alternative wall types and resulting details will be considered out of scope.
 - c. Coordination with the owner of aesthetic detailing for the retaining wall has been completed. Cobblestone façade is the assumed selected form liner for the wall face.
 - d. No temporary shoring or temporary retaining walls are anticipated for construction.

Appendix A, Section U, is incorporated in the Agreement and will read as follows:

U. Structural Design – Ground Mounted Signs

The CONSULTANT shall provide structural engineering services for ground mounted signs in SR 32 median, including the following:

1. The scope of work for the project will be as follows:
 - a. Structural engineering services for design of three (3) ornamental signage elements, designed by the landscape architect, located within the median of the SR 32 reconstruction project in Westfield, IN. Structural engineering services include:
 - 1) Review of design concept developed by the landscape architect
 - 2) Creation of dimensional and reinforcement markups for incorporation by landscape architect into their details
 - 3) RFI and Submittal review during construction

2. Additional Assumptions

a. The scope of work for the project will be as follows:

- 1) The project will use the 2012 International Building Code, referencing the 2014 Indiana Building Code.**
- 2) The project will utilize conventional shallow spread footings unless directed otherwise by the recommendations contained within the geotechnical report.**
- 3) Drawing production is excluded from this proposal. Drawings for the median signage, showing dimensions and reinforcement, will be included in the LA-series drawings produced by landscape architect.**
- 4) Cost estimating services are assumed to be provided by landscape architect**
- 5) Geotechnical, environmental, and material testing services and reports required to design and construct the project are to be provided by others.**

Appendix A, Section V, is incorporated in the Agreement and will read as follows

V. Utility Coordination – Construction Phase Services

- a. Utility relocations anticipated to begin August 2023 and go through December 2024**
- b. Additional coordination required for utility relocation tracking during construction**
- c. Project site visits anticipated to coordinate with utility relocation companies during construction. Assume 10 site visits.**
- d. Attend project construction progress meetings during construction. Assume 40 virtual meetings, weekly basis, during relocation process.**
- e. Document and track utility relocations and provide status updates on weekly basis.**

Appendix A, Section T, is changed to Section W and read as follows:

W. Excluded Design Services

The services listed below are not included in the scope of services. If desired by the LPA or INDOT, they may be added as part of a supplemental contract.

- 1. Landscaping ~~and streetscape design~~**
- 2. Wayfinding sign design**
- 3. Municipal utility infrastructure design, including sanitary sewer and water line facilities**

4. Land acquisition services
5. Appraisal Problem Analysis (APA)
- ~~6. Retaining wall design~~
- ~~7. Stormwater detention design~~
8. Alternate bid pavement, design, and plan preparation, and Life Cycle Cost Analysis
9. Hazardous waste mitigation if encountered on site
10. Noise mitigation design
11. IDNR Construction in Floodway permit for Thompson Creek
12. Phase II ESA Site Investigation or development of a remediation work plan
13. Implementation of any mitigation measures required as part of the final MOA
14. Coordination associated with a traditional cultural place or work associated with human remains and/or the Native American Graves and Repatriation Act (NAGPRA)

Appendix D, Section A “Amount of Payment” and “SR 32” is modified to read as follows:

A. Amount of Payment

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed ~~\$1,738,205~~ **\$1,864,405** (~~\$1,476,580~~ **\$1,602,780** for SR 32 and \$261,625 for Jersey Street) unless approved in writing by the LPA.

SR 32

2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract for SR 32 shall not exceed ~~\$1,186,350~~ **\$1,347,050** unless approved in writing by the LPA.

a. Project Management	\$60,900
b. Topographic Survey – SR 32	\$57,350
c. Environmental Services – SR 32	\$198,400
d. Section 106	\$61,900
e. Noise Analysis	\$5,800
f. Engineering Assessment Report	\$45,800
g. Traffic Design Services	\$88,700
h. Road Design and Plan Development – SR 32	\$349,900
i. Utility Coordination – SR 32	\$20,500
j. Stakeholder Coordination	\$29,400
k. Culvert Hydraulic Analysis	\$13,500
l. Pavement Design	\$10,400
m. Lighting Design – East Street	\$7,470
n. Lighting Design – SR 32	\$17,430
o. IDNR Permit and Hydraulic Analysis	\$19,500
p. Rule 5 Permit and Erosion Control Details	\$39,600
q. Retaining Wall Design	\$17,400

- | | |
|---|---------------------|
| r. SEPA-Environmental Assessment | \$37,500 |
| s. Certificate of Approval | \$80,900 |
| t. Archaeological Sites | \$24,000 |
| u. Project Management – Revised Letting | \$19,100 |
| v. Road Design – Advance Demo Contract | \$32,000 |
| w. Road Design – Streetscape Coordination | \$88,200 |
| x. Lighting Design – Streetscape | \$22,200 |
| y. Retaining Wall Design – Cast in Place | \$11,800 |
| z. Structural Design – Ground Mounted Signs | \$11,400 |
3. The CONSULTANT shall receive payment for the work performed under this Contract related to Geotechnical Services based on the specific cost per unit as shown in Exhibit B1 (supplemental to Exhibit B), attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$56,055 unless and until a supplemental agreement is executed.
 - ~~4. The CONSULTANT shall receive payment for the work performed under this Contract related to Asbestos Survey Services based on the specific cost per unit as shown in Exhibit C, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$52,150 unless and until a supplemental agreement is executed.~~
 5. The CONSULTANT shall receive payment for the work performed under this Contract related to Subsurface Utility Engineering (SUE) based on the specific cost per unit as shown in Exhibit D, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$35,700 unless and until a supplemental agreement is executed.
 6. The CONSULTANT shall be compensated for Right-of-Way Engineering Services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit E1 (supersedes Exhibit E), which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual Subconsultant invoices; however, the final

amount shall not exceed ~~\$136,325~~ **\$128,375** unless and until a supplemental agreement is executed. Forty-six parcels are assumed.

7. For Construction Phase Design Services, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in ~~Exhibit F~~ **Exhibit F.1 (supersedes Exhibit F)**, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed \$10,000 unless and until a supplemental agreement is executed.
8. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

9. For Construction Phase Design Services – Utility Coordination, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit F.1, plus reimbursable expenses at their direct cost. The fees for construction phase services – utility coordination will not exceed \$25,600, unless and until a supplemental agreement is executed.

AMERICAN STRUCTUREPOINT, INC.

Des 1801731 - Manhour Justification

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: Project Management - Revised Letting - AMD 2

02-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Assume time between January 2023-October 2023						
Project coordination meetings (assume 1 per month)	20	0	0	0	0	20
Bi-Weekly progress reports	20	0	0	0	0	20
Plan Submittal Review Meeting (assume x1)	4	0	0	0	0	4
Total project cost budget updates and coordination	10	0	0	0	0	10
INDOT and Westfield Coordination	40	0	0	0	0	40
TOTAL HOURS	94	0	0	0	0	94
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$19,102.68	\$0.00	\$0.00	\$0.00	\$0.00	\$19,102.68
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE (ROUNDED DOWN)						\$19,100.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.

Des 1801731 - Manhour Justification

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: Road Design and Plan Development - Advanced Demo Contract - AMD 2

20-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 3 Plans (95% complete)						
Update and Finalize Building Demo Detail Sheets	1	0	0	12	12	25
Final Maintenance of Traffic Design - Building Demo	0	2	0	2	2	6
Final Quantity Computations	0	4	0	8	2	14
Update Project Commitments with Final Resolutions	1	4	0	4	0	9
RSP and USP compile	1	4	0	12	0	17
Final Construction Cost Estimate	2	4	0	10	0	16
Constructability Review (include prep and follow up)	2	2	0	2	0	6
QC/QA Review	2	6	0	2	2	12
Subtotal	9	26	0	52	18	105
Final Tracings 100%						
Submittal Docs for Final Tracings	2	16	0	24	4	46
INDOT Coordination	10	8	0	8	0	26
Final QC/QA Review	2	4	0	1	1	8
Final Tracings Submittal	4	4	0	4	1	13
Subtotal	18	32	0	37	6	93
Utility Coordination - April 2023-August 2023						
Create exhibits of mod. relocations	0	0	0	4	4	8
Coordinate w/ demo and building relocation contractor	2	0	0	0	12	14
Coordinate shutoffs (7 utilities)	0	0	0	0	12	12
Follow up and tracking relocations	2	0	0	0	12	14
Subtotal	4	0	0	4	40	48
All Submittals Subtotal	31	58	0	93	64	246
TOTAL HOURS	31	58	0	93	64	246
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$6,299.82	\$9,090.34	\$0.00	\$8,415.57	\$8,240.64	\$32,046.37
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE (ROUNDED DOWN)						\$32,000.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.

Des 1801731 - Manhour Justification

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: Road Design and Plan Development - Streetscape Coordination - AMD 2

20-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 3 Plans (95% complete)						
Final Construction Detail Sheets	0	0	8	12	12	32
Stage 3 review - address comments	0	8	8	12	4	32
Update and Finalize Quantity Computations	0	2	8	16	1	27
Update and Finalize Storm Sewer	0	2	4	4	0	10
Update Quantity Tables	0	4	4	8	4	20
Final Environmental Permits Coordination	0	0	4	2	2	8
Final Project Commitments with Final Resolutions	1	2	8	8	0	19
Final Construction Cost Estimate	1	4	4	4	0	13
USP coordination with Landscape Architect	2	8	8	8	0	26
Constructability Review and Coordination	4	0	4	4	0	12
Coordination meetings with Large Group	12	0	0	0	0	12
Coordination meetings with Landscape Architect	24	24	16	16	0	80
Submittal Packet and Misc. Docs for Stage 3 Plans	1	8	8	20	4	41
QC/QA Review	2	16	24	16	4	62
Submit Stage 3 Plans	0	1	2	2	1	6
Subtotal	47	79	110	132	32	400
Final Tracings 100%						
Submittal Docs for Final Tracings	2	8	24	24	4	62
Final QC/QA Review	8	16	24	12	12	72
Update Cost Estimate	2	8	8	12	0	30
Update and Finalize USPs	4	8	4	8	0	24
Stage 3 Plan Revisions and Response Letter	4	8	24	24	20	80
Final Tracings Submittal	2	4	4	4	2	16
Subtotal	22	52	88	84	38	284
All Submittals Subtotal	69	131	198	216	70	684
TOTAL HOURS	69	131	198	216	70	684
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$14,022.18	\$20,531.63	\$25,118.28	\$19,545.84	\$9,013.20	\$88,231.13
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE (ROUNDED DOWN)						\$88,200.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.
MAN HOUR JUSTIFICATION

SR 32 Westfield Reconstruction, Amendment 2

Westfield, IN

Lighting Design - Streetscape Updates

01-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Corridor Lighting						
Streetscape Coordination	6	6	0	0	0	12
Photometrics	2	2	20	0	0	24
Voltage Drop Calculations	1	2	8	0	0	11
Stage 3 Plans	1	8	32	0	0	41
Stage 3 QC	4	0	0	0	0	4
Stage 3 Quantities	1	2	8	0	0	11
Stage 3 Specs	2	2	0	0	0	4
Final Tracings Plans	1	4	16	0	0	21
Final Tracings QC	4	0	0	0	0	4
Final Tracings Quantities	1	2	4	0	0	7
Final Tracings Specs	1	1	0	0	0	2
Coordination Meetings	8	0	0	0	0	8
SUBTOTAL	32	29	88	0	0	149
HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
SALARY COST (LUMP SUM)	\$6,503	\$4,545	\$11,164	\$0	\$0	\$22,200
DIRECT COSTS						
Mileage						\$0
Parking						\$0
Meals						\$0
TOTAL DIRECT COSTS						\$0
Total Cost						\$22,200

AMERICAN STRUCTUREPOINT, INC.
MAN HOUR JUSTIFICATION

SR 32 Westfield Reconstruction, Amendment 2

2018.01349

Westfield, IN

Structural Design

02-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Median Signage - Streetscape						
Structural Design - 3 locations	13	15	6	0	6	40
Coordinate internal and external groups	6	4	4	0	4	18
Construction Phase Structural Support	0	6	8	0	0	14
SUBTOTAL	19	25	18	0	10	72
HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
SALARY COST (LUMP SUM)	\$3,861	\$3,918	\$2,283	\$0	\$1,288	\$11,400
DIRECT COSTS						
Mileage						\$0
Parking						\$0
Meals						\$0
TOTAL DIRECT COSTS						\$0
Total Cost						\$11,400

AMERICAN STRUCTUREPOINT, INC.

Des 1801731 - Manhour Justification

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: Construction Phase Services - Utility Coordination

02-Feb-23

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
October 2023 Bid Letting; August 2023-August 2024 Utility Relocations						
Site Visit to Coordinate with Utilities (assume 10 trips)	0	0	24	0	0	24
Track Utility Relocations	8	0	60	0	0	68
Construction Progress Meetings (assume 40 virtual)	8	0	40	0	0	48
TOTAL HOURS	16	0	124	0	0	140
WEIGHTED HOURLY RATE	\$275.00	\$210.00	\$170.00	\$120.00	\$160.00	
DIRECT SALARY COST	\$4,400.00	\$0.00	\$21,080.00	\$0.00	\$0.00	\$25,480.00
DIRECT COSTS (See Below)						\$147.00
TOTAL FEE (ROUNDED DOWN)						\$25,600.00

	Unit Cost	Quantity	Cost
Mileage	\$0.490	300	\$147.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$147.00

*Assume 10 trips

AMERICAN STRUCTUREPOINT, INC.
TRANSPORTATION GROUP
2022-2023 STANDARD HOURLY RATES SCHEDULE

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect from May 1, 2022, to June 30, 2023 are:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$360
Project Manager	\$275
Senior Engineer	\$210
Project Engineer	\$170
*Staff Engineer	\$120
Senior Planner	\$170
Project Planner	\$160
*Staff Planner	\$85
Senior Environmental Specialist	\$255
Environmental Specialist	\$155
*Staff Scientist	\$100
Senior Designer	\$230
*Designer	\$180
*Senior Technician	\$160
*Technician	\$115
*Researcher	\$130
Senior Registered Land Surveyor	\$225
Registered Land Surveyor	\$180
Staff Land Surveyor	\$125
*Senior Survey Crew Chief	\$190
*Survey Crew Chief	\$140
*Survey Crew Member (1)	\$95
*Resident Project Representative	\$165
*Construction Inspector	\$120
*Interns and Co-ops	\$70
Landscape Architect	\$145

*Rates for these classifications are subject to overtime premium of an additional 0.18 x hourly rate.

REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Renderings, models, or colored elevations
- Governmental agency review or permit fees
- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Airline tickets, car rental, mileage, and per diem expenses for out-of-town travel
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

The following expenses, if incurred in the process of providing professional services included in basic services, are included in the fee noted and are not considered reimbursable expenses:

- Printing for in-house purposes and progress meetings
- Plotting expenses
- Computer charges
- Postage and handling

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2023, by and between the City of Westfield, Indiana, ("City"), a duly formed Indiana municipal corporation, and CCD Ackerson LLC ("Developer") (collectively, the "Parties"). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure associated with certain real estate owned or to be developed by Developer with respect to the Midland Subdivision to be comprised of approximately 403 single-family residences and 135 Townhomes ("the "Project") with the portions of the infrastructure work within real estate owned by Developer more particularly identified in Exhibit A (the "Real Estate"), attached hereto and incorporated herein; and

WHEREAS, as part of the development of the Project, road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 17-134 over the Impact Zone coterminous with the corporate boundary of the City of Westfield (the "Impact Zone"); and

WHEREAS, the Developer desires to construct and the City desires the Developer to construct road improvements associated with the Project, as identified in Exhibit B ("Improvements") in exchange for impact fee credits, in accordance with Exhibit C, both exhibits which are attached and incorporated herein by reference; and

WHEREAS, Developer desires to accommodate the City's request for the Improvements, in exchange for a road impact fee credit or reimbursement associated with the development of the Project; and

WHEREAS, Developer shall donate the property of said Improvements to the City after construction of the Improvements at no cost to the City; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, which are incorporated herein as if restated, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now stipulate and agree as follows:

1. Developer has provided engineered cost estimates associated with the construction of the Improvements as provided in Exhibit C (the "Cost Estimate").
2. The Director of Public Works has approved the Cost Estimate.
3. Developer shall, at the Developer's sole expense, construct the Improvements, as identified in Exhibit B. Any incomplete improvements by the Developer shall be subject to any applicable permits, financial guarantees, and inspections by City. Developer shall receive credits for any Improvements, identified in Exhibit B as it reports to completion of each Improvement to the City and the City has inspected and accepted such Improvement (the "Improvement Completion").
4. Developer shall dedicate the Real Estate and Improvements to the City at no cost to the City.
5. Developer shall provide all receipts and an itemized account of expenses to support the total cost for the construction of the Improvements to City (the "Road Impact Costs").
6. Upon authorization by Director of Public Works, City shall issue a RIF credit to Developer in the amount of Road Impact Costs (the "RIF Credit") not to exceed the Cost Estimate, provided that upon Developer receiving final bid numbers for construction of the Improvements in accordance with Exhibits B and C, Developer may request the Cost Estimate to be updated to such bid amounts subject to the approval of the Director of Public Works, such approval not to be unreasonably withheld.
7. Any Road Impact Fees already paid by Developer prior to the final Improvement Completion shall be refunded to the Developer within 30 days after Improvement Completion and applied to the reduction of the RIF Credit. Interim refunds may be made upon completion of components of the Improvements based on the stages of completion provided as milestones in Exhibits B and C.
8. The parties acknowledge and agree that Road Impact Costs shall be applied to the balance of the RIF Credit remaining after any of the refunds in paragraph 7 above as follows:

- (a) For any building permits issued to the Developer for the improvements in the Project, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits (the "Road Impact Fee") which will be credited against the RIF Credit until such time as the Road Impact Fee is completely recognized or the RIF Credit is completely accounted.
- (b) With respect to any RIF Credit remaining after application to Developer's Road Impact Fees, for any building permits issued to a party other than the Developer for improvements in the Impact Zone, the City shall collect the applicable road impact fee for each issued building permit for deposit into the Road and Street Thoroughfare Fund (the "Fund") and those funds shall be reimbursed to the Developer on a quarterly basis as a reduction to the RIF Credit. Such reimbursements shall continue until such time as until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates, nor do the Parties intend to benefit a third-party beneficiary through this Agreement.

9 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: Johnathon Nail,
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

If to Developer
Clint Mitchell
CCD Ackerson, LLC
645 West Carmel Drive, Suite 130
Carmel, IN 46032

With a copy to:
Michael J. Messaglia
Krieg DeVault LLP
One Indiana Square, Suite 2800

Indianapolis, IN 46204-2079

10. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

11 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

12. The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City, and shall reasonably cooperate with the City in effectuating that recording.

13. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana, or the Federal District Court for the Southern District of Indiana. The City shall be entitled to its costs and reasonable attorneys' fees for efforts undertaken to enforce this Agreement.

14. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

15. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

16. Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety, provided that Developer may transfer Credits to any party. Subject

to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally blank]

On _____, 2023 the Westfield Board of Public Works and Safety
authorized the Director of the Public Works Department to execute this Agreement.

CCD Ackerson LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Johnathon Nail, Director

Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit A

ACKERSON FARMS
SINGLE FAMILY SUBDIVISION
PRIMARY PLAT

PART of SECTIONS 3 & 4 -T18N-R3E
WASHINGTON TOWNSHIP
HAMILTON COUNTY, WESTFIELD, INDIANA

Sheet Index	
Sheet No.	Description
P100	Title Sheet
P101	Primary Plat Lot Standards
P102	Primary Plat Open Space Exhibit
P103-P104	Primary Plat
P105-P106	Detailed Development Plan
P107	Primary Plat Standard Details

LEGAL DESCRIPTION:

A PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF SECTION 4 1359.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE ACKERSON FAMILY FARMS, LLC LANDS DESCRIBED IN INSTRUMENT (PARENT PARCELS; INSTRUMENT NO.) 2017010477, THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 (FOUR) 2644.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 05 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 1115.67 FEET TO THE SOUTHERN LINE OF 30-FOOT WIDE A GAS LINE EASEMENT IN FAVOR OF BUCKEYE PIPE LINE COMPANY, L.P. AS DESCRIBED IN INSTRUMENT NO. 19990907079; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 2130 FEET TO POINT "631" ON SAID PLAT; THENCE NORTH 53 DEGREES 25 MINUTES 20 SECONDS EAST 250.00 FEET TO POINT "632" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 290.00 FEET TO POINT "633" ON SAID PLAT; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST 30.00 FEET TO THE EAST LINE OF SAID SECTION AND THE GRANTOR'S LAND AT POINT "634" ON SAID PLAT; THENCE ON AND ALONG SAID EAST LINE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST 326.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.238 ACRES (10356.01 SQUARE FEET), MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY, WHICH CONTAINS 0.080 ACRES (3474.11 SQUARE FEET), MORE OR LESS.

FURTHER LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO THE CITY OF WESTFIELD BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 29, 2018 AS INSTRUMENT NO. 2018020981 AND DESCRIBED AS FOLLOWS:
A PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST AND A PART OF THE REAL ESTATE DESCRIBED WITHIN INSTRUMENT NUMBER 2000058404 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DEPICTED BY THE ATTACHED PLAT MARKED EXHIBIT "B", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4 DESIGNATED "41002" ON SAID PLAT AND SOUTHEAST CORNER OF THE GRANTOR'S LAND; THENCE ON AND ALONG THE SOUTH LINE OF SAID SECTION AND GRANTOR'S LAND SOUTH 89 DEGREES 58 MINUTES 38 SECONDS WEST (BASIS OF BEARINGS BEING THE LOCATION CONTROL ROUTE SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2017010477 IN THE OFFICE OF THE RECORDER OF SAID COUNTY) 500.00 FEET TO POINT "630" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 2130 FEET TO POINT "631" ON SAID PLAT; THENCE NORTH 53 DEGREES 25 MINUTES 20 SECONDS EAST 250.00 FEET TO POINT "632" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 290.00 FEET TO POINT "633" ON SAID PLAT; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST 30.00 FEET TO THE EAST LINE OF SAID SECTION AND THE GRANTOR'S LAND AT POINT "634" ON SAID PLAT; THENCE ON AND ALONG SAID EAST LINE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST 326.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.238 ACRES (10356.01 SQUARE FEET), MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY, WHICH CONTAINS 0.080 ACRES (3474.11 SQUARE FEET), MORE OR LESS.

FURTHER LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO BORDEAUX WALK DEVELOPER, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY THAT CERTAIN DEED RECORDED MAY 15, 2020 AS INSTRUMENT NO. 2020029608 AND DESCRIBED AS FOLLOWS:
PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BASED UPON A SURVEY PREPARED BY KRISTOPHER K. EICHORN, PROFESSIONAL SURVEY NUMBER 21000030, HWC ENGINEERING, JOB NUMBER 2018-109, DATED DECEMBER 20, 2018 AND LAST REVISED JANUARY 7, 2019, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION, MARKED BY A HARRISON MONUMENT; THENCE NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST (GRID BEARING BASED ON INDIANA STATE PLANE EAST ZONE, NAD 83, 2011, EPSN 20100000) ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 531.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 470.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 23 SECONDS WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 37 SECONDS WEST A DISTANCE OF 160.75 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 05 DEGREES 15 MINUTES 23 SECONDS EAST A DISTANCE OF 160.75 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 23 SECONDS EAST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.310 ACRES, MORE OR LESS.

LAND AREA COMPUTATION:
PARCEL 1 (146.466 AC.) = WESTFIELD RIGHT-OF-WAY (0.236 AC. MEASURED) - BORDEAUX WALK RIGHT-OF-WAY (0.310 AC.) = NET LAND AREA (145.920 AC.)

UTILITY PROVIDERS

GAS
Citizens Gas of Westfield
2020 North Meridian St.
Indianapolis Indiana 46202
317-927-4744
(Jeffrey Grady)

ELECTRIC
Duke Energy, Carmel District
16475 Southpark Drive
Westfield, Indiana 46014
317-896-6711
(Shirley Hunter)

PIPELINE
Buckeye Partners, L.P.
940 Buckeye Road
Lima, Ohio 45804
419-993-8008
(Merry White)

PIPELINE
Marathon Pipeline LLC
10722 E. C.R. 300N
Indianapolis, Indiana 46234
317-291-8460 x1233
(Austin Guyer)

COMMUNICATION
AT&T
3838 North College Ave.
Indianapolis, IN 46220
317-252-4007
(Michael Hayes)

WATER & SANITARY SEWER
Citizens Water and Wastewater
of Westfield, LLC
2150 Dr. Martin Luther King Jr. St.
Indianapolis, Indiana 46202
Contact: Brad Hostetler
317-927-4351

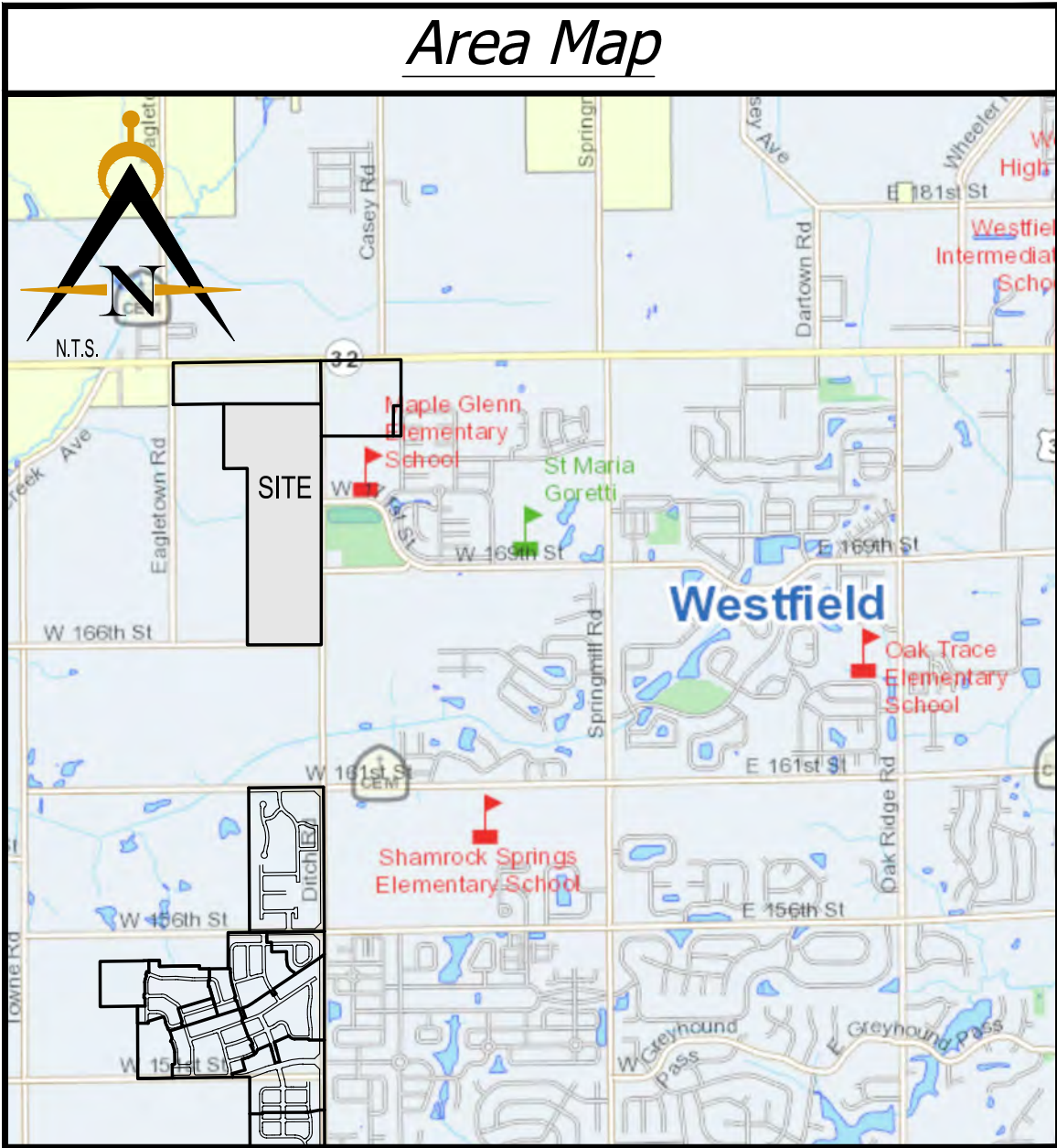
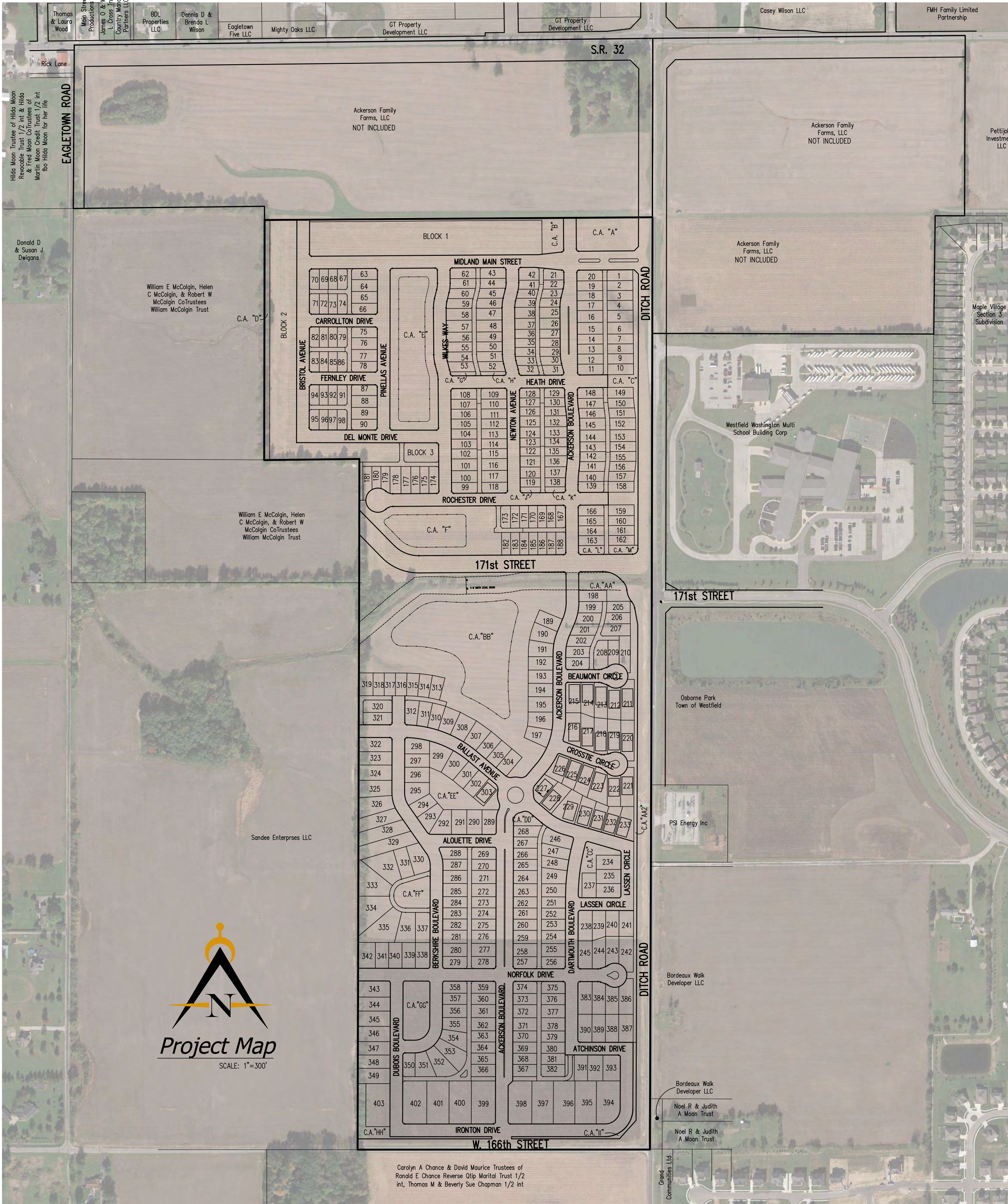
DRAINAGE
City of Westfield
2705 E. 171st Street
Westfield, Indiana 46074
317-804-3140
(John Rankin)

DRAINAGE
Hamilton County Surveyor
One Hamilton County Square, Suite 188
Noblesville, Indiana 46060
317-778-8495
(Kanton Ward, CFM)

COMMUNICATION
Metronet Inc.
3701 Communications Way
Evansville, Indiana 47715
317-763-1012
(Christopher Bluto)

COMMUNICATION
Bright House Networks
3030 Roosevelt Ave.
Indianapolis, Indiana 46218
317-453-9077 x258
(Joe Evans)

UTILITY HOTLINE: 1-800-382-5544 within Indiana 1-800-428-5200 outside Indiana
Note: The nature, size and location of utilities are per plans and locations provided by the respective utility companies together with field observation. The above list constitutes some, if not all, of the utility companies which provide service in the area of, and adjacent to, the subject property, based upon information available through such plans and locations, by incidental visual inspection. All utility companies should be notified prior to any excavation for field location of services and verification of size and nature of services.



Owner:

Ackerson Family Farms, LLC

711 Sugar Hill Dr.
West Lafayette, IN 47906

Developer:

Estridge Development Management, LLC

12965 Old Meridian Street
Carmel, IN 46032
317-669-6209

Contact: Roger Foster
Email: RogerFoster@estridge.net

Engineer:



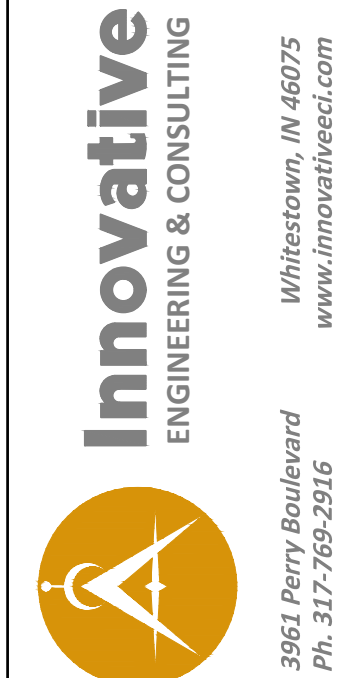
3961 Perry Boulevard
Ph. 317-769-2916
Whitestown, IN 46075
www.innovativeeci.com

LANDSCAPE NOTES:

- ALL STREET TREES ARE TO MATCH THE CURRENT CITY OF WESTFIELD MASTER TREE LIST.
- STREET TREES SHALL NOT BE WITHIN 4 FEET OF ANY PAVEMENT.
- THERE SHALL BE NO TREES WITHIN 10 FEET OF ANY STORM SEWER INCLUDING SSD.

NOTE:

PRIVATE STREETS: THE AREAS SHOWN AS "PRIVATE DRIVE" SHALL BE MAINTAINED AS PRIVATE DRIVES AND THE UNDERSIGNED OWNERS, AND THEIR SUCCESSORS AND ASSIGNEES, HEREBY WAIVE ALL RIGHTS TO PETITION THE CITY OF WESTFIELD TO BE RESPONSIBLE FOR THE MAINTENANCE AND OWNERSHIP OF SUCH PRIVATE STREETS.

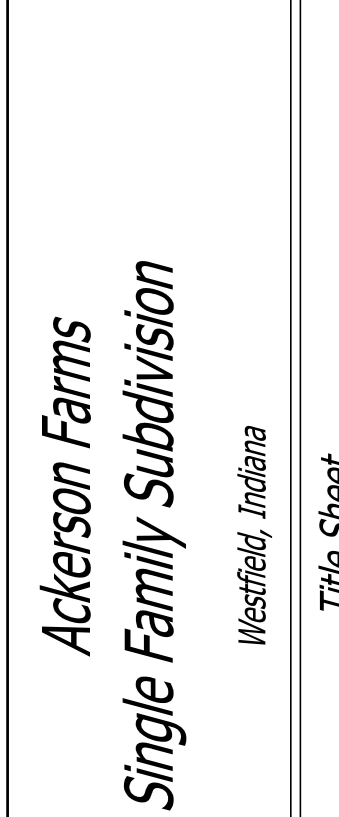


Whitestown, IN 46075
www.innovativeeci.com
3961 Perry Boulevard
Ph. 317-769-2916

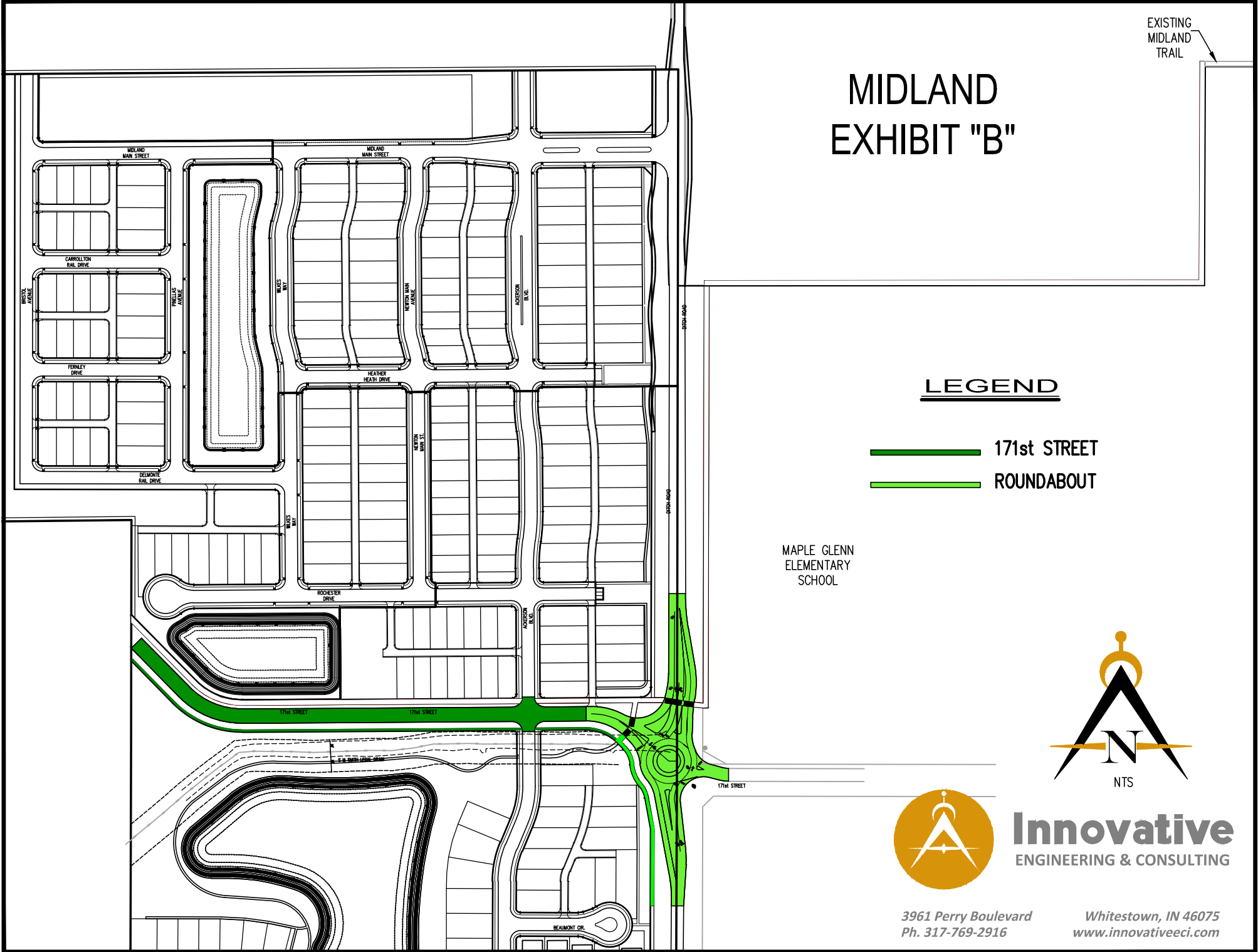
REVISIONS:	
1.	05/14/21 kkw revise per IAC & WFO comments dated 03-22-21
2.	05/17/21 kkw revise per Ron Commission comments



12965 Old Meridian Street
Carmel, IN 46032
317-669-6209



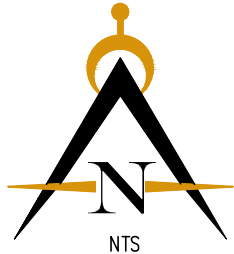
PRELIMINARY PENDING AGENCY APPROVAL	
DATE:	
DATE:	01/29/21
DRAWN BY:	kkw
ISSUED:	
CHECKED BY:	
JOB NUMBER:	21104
SHEET #	P100



MIDLAND EXHIBIT "B"

LEGEND

- 171st STREET
- ROUNDBOUT



Innovative
ENGINEERING & CONSULTING

3961 Perry Boulevard
Ph. 317-769-2916

Whitestown, IN 46075
www.innovativeeci.com

PARK IMPACT FEE CREDIT AGREEMENT

This PARK IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2022, by and between the City of Westfield, Indiana, (the “City”) and CCD Ackerson LLC(the “Developer”) as follows:

WHEREAS, Westfield desires to assist development and integrate improvements of complementary infrastructure collaboratively with the development community;

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

WHEREAS, as the developer wishes to develop a new residential planned development to be known as Midland (the “Development”);

WHEREAS, park impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 12-31 which established a park infrastructure impact zone (“Impact Zone”);

WHEREAS, Developer desires to construct a portion of the Midland Trace Trail through the Development in substantial compliance with the alignment illustrated in **Exhibit A** (the “Trail”);

WHEREAS, the Developer wishes to receive park impact fee credits to offset the cost associated with constructing the Trail.

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

- 1) Developer shall prepare cost estimates associated with construction of the Trail prior to initiating construction of the Trail.
- 2) The Director of Public Works shall review and approve such estimates prior to construction of the Trail, such approval shall not be unreasonably withheld.
- 3) Developer shall construct the Trail.
- 4) For any portion of the Trail constructed outside of a street right-of-way, Developer shall dedicate the Trail corridor and adjacent real estate in substantial compliance with that identified in **Exhibit B** to the City at no cost to City.
- 5) Developer shall receive park impact fee credits in an amount equal to the cost of constructing the Trail.
- 6) Any costs associated with Preliminary Engineering, Permitting or Land cost are not creditable.

- 7) In the event that Developer has already paid park impact fees with respect to the Development, then upon completion and acceptance of the Trail by the City, such sum shall be refunded to the Developer applied to the reduction of such credits.
- 8) For any building permits issued to a party other than Developer for improvements in the Impact Zone, the City shall collect the applicable park impact fee for each issued building permit for deposit into the Parks and Recreation Fund (the "Fund") and those funds shall be reimbursed to the Developer within 45 days of receipt as reduction to Developer's park impact fee credits until such time as the credits are completely accounted.
- 9) Upon authorization by Director of Public Works, City shall issue a park impact fee credits to Developer in the amount of the cost of construction the Trail not to exceed the engineered estimate set forth **Exhibit C**, provided that upon Developer receiving final bid numbers for construction of the Trail, Developer may request **Exhibit C** to be updated to such bid amounts subject to the approval of the Director of Public Works, such approval not to be unreasonably withheld.
- 10) 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: Johnathon Nail, Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft Stettinius & Hollister LLP
One Indiana Square Suite 3500
Indianapolis, IN 46204
Attn: Manny Herceg

If to Developer:

Clint Mitchell
CCD Ackerson , LLC
645 West Carmel Drive
Suite 130
Carmel, IN 46032

With a copy to:

Krieg DeVault LLP
One Indiana Square, Suite 2800
Indianapolis, IN 46204
Attn: Mike Messaglia

ALL OF WHICH IS APPROVED THIS _____ DAY OF _____ 2023.

CCD ACKERSON, LLC

By: _____

WESTFIELD BOARD OF PUBLIC WORKS & SAFETY

Andy Cook

Jim Ake

Larry Clarino

ATTEST:

Patricia Leuteritz, Administrator

This document prepared by
Johnathon Nail
City of Westfield, Director of Public Works
(317) 430-6750

EXHIBIT A
THE DEVELOPMENT

[insert primary plat]

Exhibit A

ACKERSON FARMS

SINGLE FAMILY SUBDIVISION

PRIMARY PLAT

PART of SECTIONS 3 & 4 -T18N-R3E
WASHINGTON TOWNSHIP
HAMILTON COUNTY, WESTFIELD, INDIANA

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Sheet No.	Description
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P102	Primary Plat Open Space Exhibit
P103-P104	Primary Plat
P105-P106	Detailed Development Plan
P107	Primary Plat Standard Details

LEGAL DESCRIPTION:

A PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST, OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF SECTION 4 1359.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE ACKERSON FAMILY FARMS, LLC LANDS DESCRIBED IN INSTRUMENT (PARENT PARCELS; INSTRUMENT NO.) 2017010477, THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4 (FOUR) 2644.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 00 DEGREES 05 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 1115.67 FEET TO THE SOUTHERN LINE OF 30-FOOT WIDE A GAS LINE EASEMENT IN FAVOR OF BUCKEYE PIPE LINE COMPANY, L.P. AS DESCRIBED IN INSTRUMENT NO. 19990907078, THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 2130 FEET TO POINT "631" ON SAID PLAT; THENCE NORTH 53 DEGREES 25 MINUTES 20 SECONDS EAST 250.00 FEET TO POINT "632" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 290.00 FEET TO POINT "633" ON SAID PLAT; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST 30.00 FEET TO THE EAST LINE OF SAID SECTION AND THE GRANTOR'S LAND AT POINT "634" ON SAID PLAT; THENCE ON AND ALONG SAID EAST LINE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST 326.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.238 ACRES (10356.01 SQUARE FEET), MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY, WHICH CONTAINS 0.080 ACRES (3474.11 SQUARE FEET), MORE OR LESS.

FURTHER LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO THE CITY OF WESTFIELD BY THAT CERTAIN WARRANTY DEED RECORDED JUNE 29, 2018 AS INSTRUMENT NO. 2018020981 AND DESCRIBED AS FOLLOWS:
A PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST AND A PART OF THE REAL ESTATE DESCRIBED WITHIN INSTRUMENT NUMBER 2000058404 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DEPICTED BY THE ATTACHED PLAT MARKED EXHIBIT "B", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4 DESIGNATED "41002" ON SAID PLAT AND SOUTHEAST CORNER OF THE GRANTOR'S LAND; THENCE ON AND ALONG THE SOUTH LINE OF SAID SECTION AND GRANTOR'S LAND SOUTH 89 DEGREES 58 MINUTES 38 SECONDS WEST (BASIS OF BEARINGS BEING THE LOCATION CONTROL ROUTE SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2017010477 IN THE OFFICE OF THE RECORDER OF SAID COUNTY) 500.00 FEET TO POINT "630" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 2130 FEET TO POINT "631" ON SAID PLAT; THENCE NORTH 53 DEGREES 25 MINUTES 20 SECONDS EAST 250.00 FEET TO POINT "632" ON SAID PLAT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST 290.00 FEET TO POINT "633" ON SAID PLAT; THENCE SOUTH 89 DEGREES 42 MINUTES 29 SECONDS EAST 30.00 FEET TO THE EAST LINE OF SAID SECTION AND THE GRANTOR'S LAND AT POINT "634" ON SAID PLAT; THENCE ON AND ALONG SAID EAST LINE SOUTH 00 DEGREES 17 MINUTES 31 SECONDS WEST 326.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.238 ACRES (10356.01 SQUARE FEET), MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT-OF-WAY, WHICH CONTAINS 0.080 ACRES (3474.11 SQUARE FEET), MORE OR LESS.

FURTHER LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO BORDEAUX WALK DEVELOPER, LLC, AN INDIANA LIMITED LIABILITY COMPANY BY THAT CERTAIN DEED RECORDED MAY 15, 2020 AS INSTRUMENT NO. 2020028608 AND DESCRIBED AS FOLLOWS:
PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BASED UPON A SURVEY PREPARED BY KRISTOPHER K. EICHORN, PROFESSIONAL SURVEY NUMBER 21000030, HWC ENGINEERING, JOB NUMBER 2018-109, DATED DECEMBER 20, 2018 AND LAST REVISED JANUARY 7, 2019, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER SECTION, MARKED BY A HARRISON MONUMENT; THENCE NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST (GRID BEARING BASED ON INDIANA STATE PLANE EAST ZONE, NAD 83, 2011, EPSN 20100000) ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 531.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 470.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 23 SECONDS WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 05 DEGREES 49 MINUTES 37 SECONDS WEST A DISTANCE OF 160.75 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 37 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 05 DEGREES 15 MINUTES 23 SECONDS EAST A DISTANCE OF 160.75 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 23 SECONDS EAST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.310 ACRES, MORE OR LESS.

LAND AREA COMPUTATION:
PARCEL 1 (146.466 AC.) = WESTFIELD RIGHT-OF-WAY (0.236 AC. MEASURED) - BORDEAUX WALK RIGHT-OF-WAY (0.310 AC.) = NET LAND AREA (145.920 AC.)

UTILITY PROVIDERS

GAS
Citizens Gas of Westfield
2020 North Meridian St.
Indianapolis Indiana 46202
317-927-4744
(Jeffrey Grady)

ELECTRIC
Duke Energy, Carmel District
16475 Southpark Drive
Westfield, Indiana 46014
317-896-6711
(Shirley Hunter)

PIPELINE
Buckeye Partners, L.P.
940 Buckeye Road
Lima, Ohio 45804
419-993-8008
(Merry White)

PIPELINE
Marathon Pipeline LLC
10722 E. C.R. 300N
Indianapolis, Indiana 46234
317-291-8460 x1233
(Austin Guyer)

COMMUNICATION
AT&T
3838 North College Ave.
Indianapolis, IN 46220
317-252-4007
(Michael Haynes)

WATER & SANITARY SEWER
Citizens Water and Wastewater
of Westfield, LLC
2150 Dr. Martin Luther King Jr. St.
Indianapolis, Indiana 46202
Contact: Brad Hostetler
317-927-4351

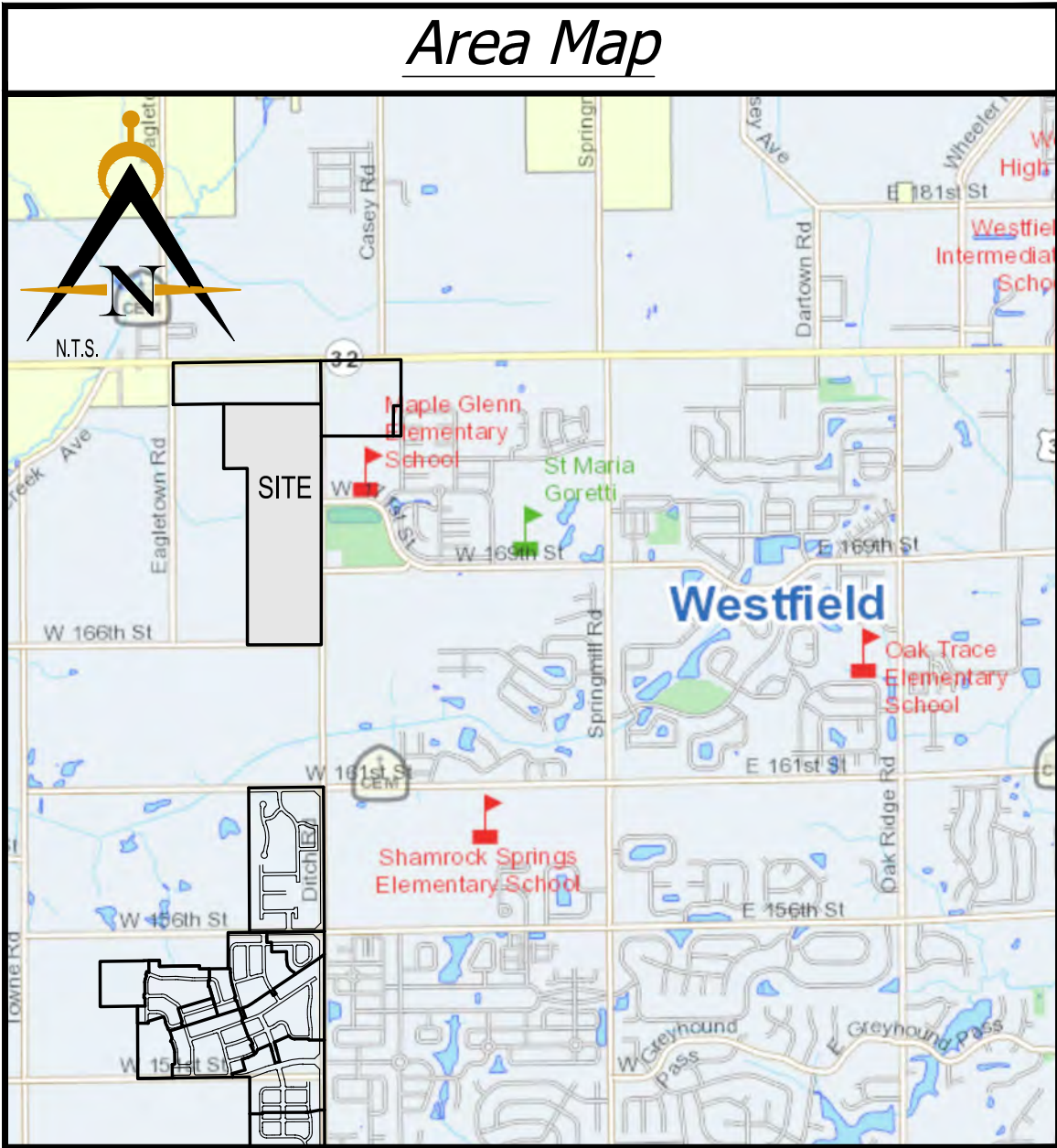
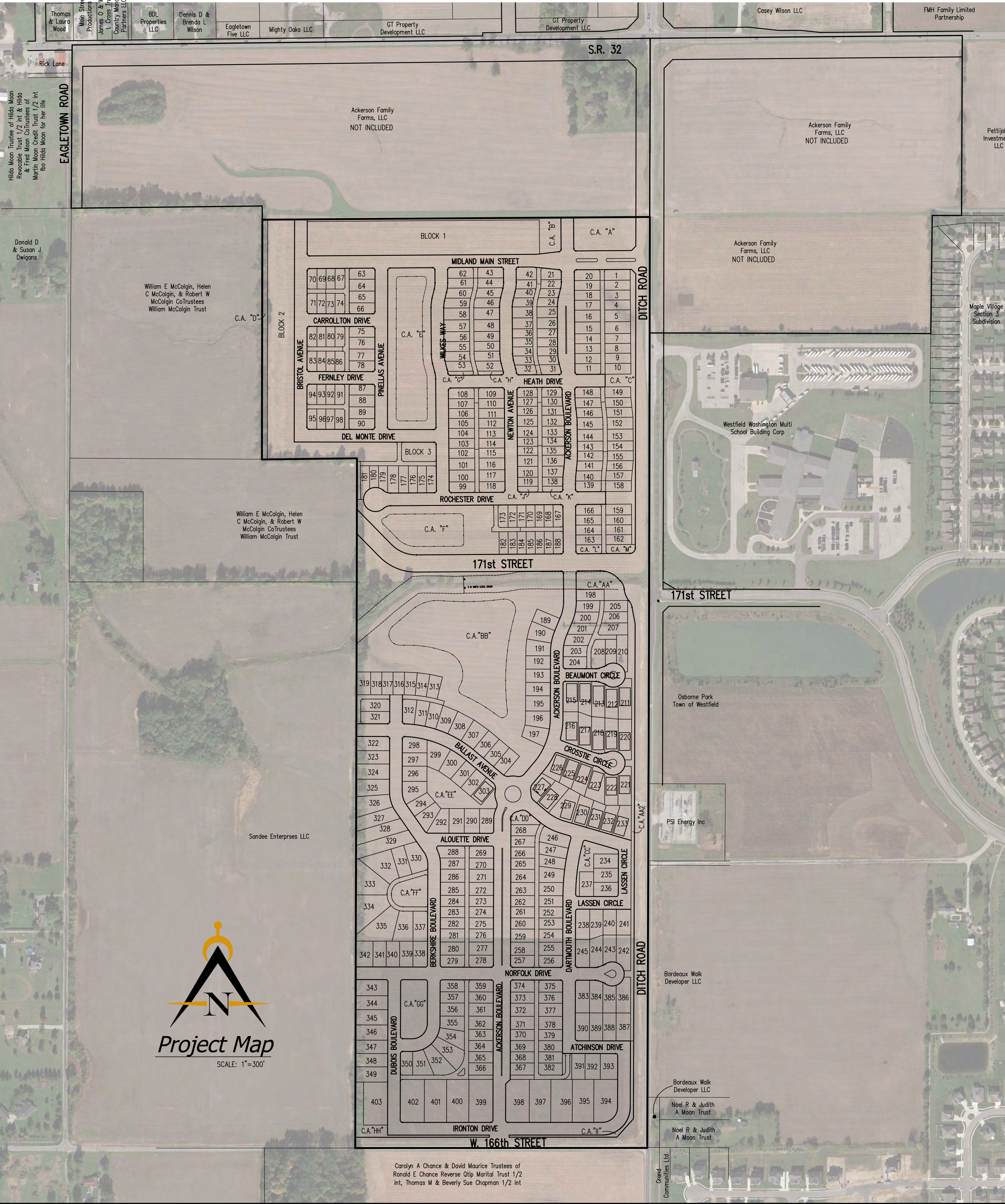
DRAINAGE
City of Westfield
2705 E. 171st Street
Westfield, Indiana 46074
317-804-3140
(John Rankin)

DRAINAGE
Hamilton County Surveyor
One Hamilton County Square, Suite 188
Noblesville, Indiana 46060
317-778-8495
(Kanton Ward, CFM)

COMMUNICATION
Metronet Inc.
3701 Communications Way
Evansville, Indiana 47715
317-763-1012
(Christopher Bluto)

COMMUNICATION
Bright House Networks
3030 Roosevelt Ave.
Indianapolis, Indiana 46218
317-453-9077 x258
(Joe Evans)

UTILITY HOTLINE: 1-800-382-5544 within Indiana 1-800-428-5200 outside Indiana
Note: The nature, size and location of utilities are per plans and locations provided by the respective utility companies together with field observation. The above list constitutes some, if not all, of the utility companies which provide service in the area of, and adjacent to, the subject property, based upon information available through such plans and locations, by incidental visual inspection. All utility companies should be notified prior to any excavation for field location of services and verification of size and nature of services.



Owner:

Ackerson Family Farms, LLC

711 Sugar Hill Dr.
West Lafayette, IN 47906

Developer:

Estridge Development Management, LLC

12965 Old Meridian Street
Carmel, IN 46032
317-669-6209

Contact: Roger Foster
Email: RogerFoster@estridge.net

Engineer:



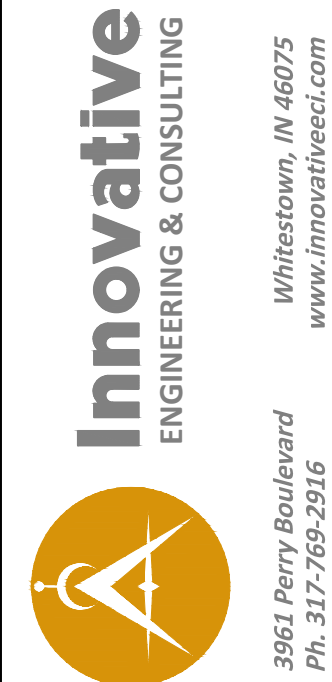
3961 Perry Boulevard
Ph. 317-769-2916
Whitestown, IN 46075
www.innovativeeci.com

LANDSCAPE NOTES:

- ALL STREET TREES ARE TO MATCH THE CURRENT CITY OF WESTFIELD MASTER TREE LIST.
- STREET TREES SHALL NOT BE WITHIN 4 FEET OF ANY PAVEMENT.
- THERE SHALL BE NO TREES WITHIN 10 FEET OF ANY STORM SEWER INCLUDING SSD.

NOTE:

PRIVATE STREETS: THE AREAS SHOWN AS "PRIVATE DRIVE" SHALL BE MAINTAINED AS PRIVATE DRIVES AND THE UNDERSIGNED OWNERS, AND THEIR SUCCESSORS AND ASSIGNEES, HEREBY WAIVE ALL RIGHTS TO PETITION THE CITY OF WESTFIELD TO BE RESPONSIBLE FOR THE MAINTENANCE AND OWNERSHIP OF SUCH PRIVATE STREETS.



REVISIONS:	
1.	05/14/21 kkw. Reside per IAC & WFO comments dated 03-22-21
2.	05/17/21 kkw. Reside per Ron Commission comments

Estridge
Estridge Development Management, LLC
12965 Old Meridian Street
Carmel, IN 46032
317-669-6209

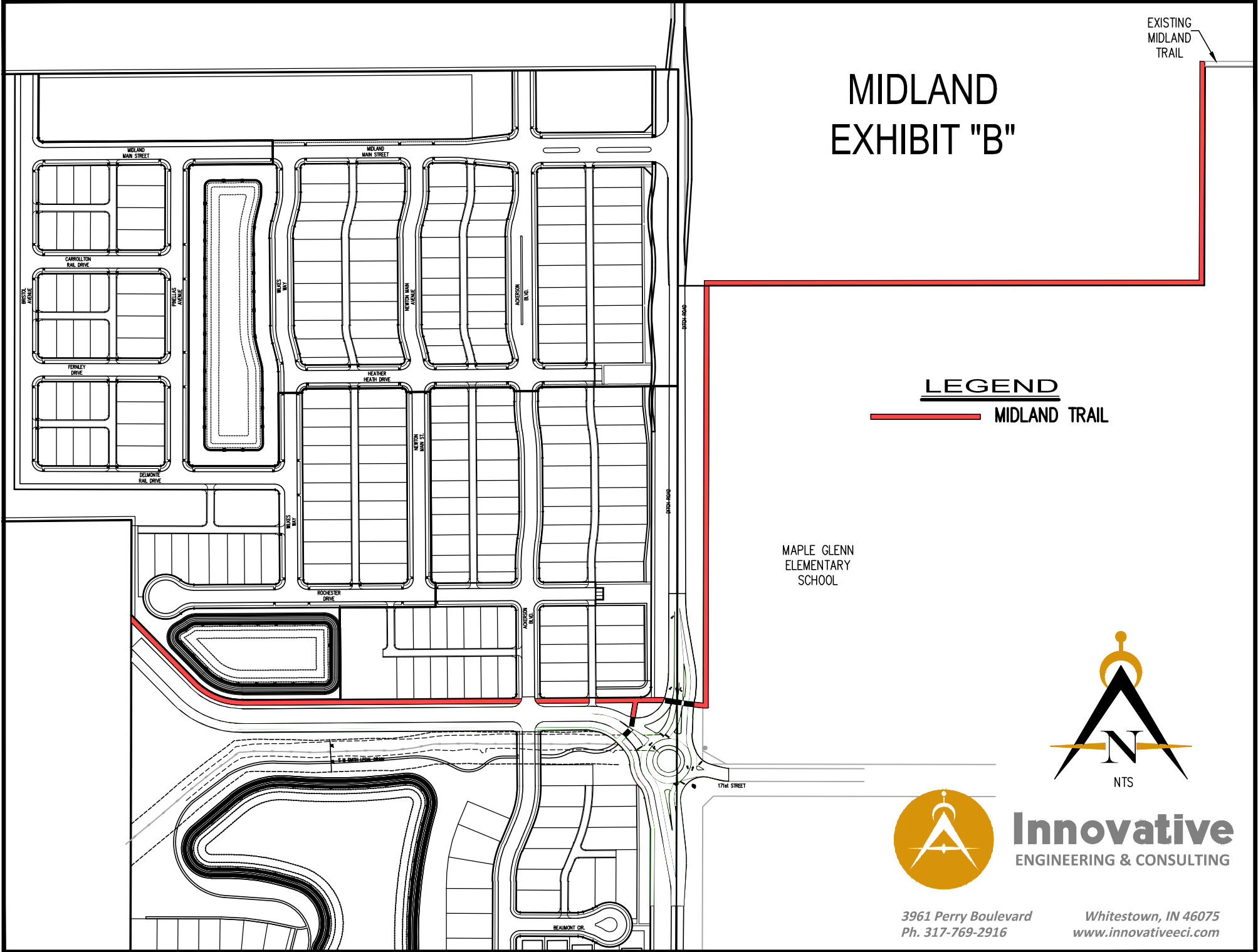
Ackerson Farms
Single Family Subdivision
Westfield, Indiana
Title Sheet

**PRELIMINARY
PENDING
AGENCY
APPROVAL**

DATE:	DATE:
01/29/21	01/29/21
DRAWN BY:	DRAWN BY:
kwk	kwk
CHECKED BY:	CHECKED BY:
JOB NUMBER:	JOB NUMBER:
21104	21104
SHEET #	SHEET #
P100	P100

EXHIBIT B

[insert Exhibit B]



MIDLAND EXHIBIT "B"

LEGEND

 MIDLAND TRAIL

MAPLE GLENN
ELEMENTARY
SCHOOL



Innovative
ENGINEERING & CONSULTING

3961 Perry Boulevard
Ph. 317-769-2916

Whitestown, IN 46075
www.innovativeeci.com

EXHIBIT C

[insert Exhibit C]