



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_12_16_2015

Wednesday, December 16, 2015 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, December 16, 2015 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Documents: [Action Item #1: Meeting Minutes - November 18, 2015](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Leases

NONE

Agreements and/or Memorandum of Understanding (MOU)

Action Item # 2 Meijer Development Agreement

Documents: [Meijer-Developer Agreement](#) | [Conceptual Development Plan](#)

Consent Agenda

Documents: [Action Item #3: LPA - Consulting Contract](#)

Department Reports

Fire

Documents: [WFD November Report](#)

Police

Documents: [WPD November Report](#)

Public Works

Documents: [DPW November Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY November 18, 2015

The Westfield Board of Public Works and Safety met on November 18, 2015 at the Westfield Public Works Conference Room. Present were Mayor Cook, Randy Graham, Kate Snedeker, Records Manager, Kim Strang, and Brian Zaiger, City Attorney. Randy Graham called the meeting to order at 1:04 P.M.

AGENDA ITEMS

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the October 28, 2015 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

BID APPROVAL:

None

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CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS:

None

CONTRACTS/LEASES

None

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

None

CONSENT AGENDA

Action Item #2: Approval to Hire One Police Officer : Bond Information

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

DEPARTMENT REPORTS

- **Fire** – Joe Lyons
- **Police-** Joel Rush
- **Public Works-** Jeremy Lollar

With no further business Kate Snedeker made the motion to adjourn. Mayor Cook seconded. The meeting was adjourned at 1:19 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of December 1, 2015 ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Parsons Brinckerhoff, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of New York.

Des. No.: 1500428, 1500429, 1500430, 1500431

Project Description: HSIP Projects – Various Locations

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

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

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 15, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 150,000.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

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

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. 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 purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Gary Pence, Project Manager
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Mrs. Shelby A. Swango, Area Manager
Parsons Brinckerhoff, Inc.
115 W. Washington Street, Suite 1270S
Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

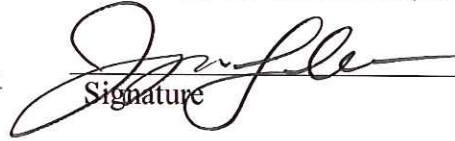
In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

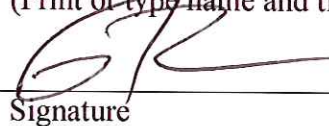

Signature

Shelby A. Swango, Area Manager
(Print or type name and title)

CITY OF WESTFIELD, INDIANA


Signature

Jeremy Lollar, Director of Public Works
(Print or type name and title)


Signature 12-1-15

GARY PENCE Project Manager
(Print or type name and title)

Attest:


Signature

Kristen Sparks
(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Appraising Services

Task 2 Review Appraisal Services including Appraisal Problem Analysis

Task 3 Negotiation Services

Task 4 Right of Way Management

Task 1 Appraising Services

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

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

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

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

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

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

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

Task 2 Review Appraisal Services

The Consultant agrees to furnish LPA/INDOT all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the

project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished to LPA/INDOT.

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

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

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

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

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

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

Task 3 Negotiation Services

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

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

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

Task 4 Right of Way Management

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

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

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

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

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. LPA/INDOT, consistent with its requirements, shall furnish the Consultant a description of the property or properties to be appraised. LPA/INDOT will also furnish the Consultant a legal description of the Right-of-Way to be taken on each parcel and a certificate or an abstract of title on each parcel, together with Right-of-Way plans for said parcel.
2. In the event additional Appraisal Report / Appraisal Problem Analysis Report are necessary for any parcels not herein designated that later may be necessary to be made under this project, an additional fee estimate sheet will be submitted covering the additional parcels, with the fee being determined by the method used on similar properties, and a supplemental agreement entered into.
3. Should the quality of the Review Appraisal Report / Appraisal Problem Analysis Report and/or progress of the Review Appraisal Report / Appraisal Problem Analysis Report be unsatisfactory, LPA/INDOT may terminate the services of the Consultant and the Consultant will be compensated on a pro rata basis for the amount of work completed in relationship to the overall quoted fee and such work as completed shall then be the sole property of INDOT.
4. The needed forms and brochures to secure and or condemn the parcel.
5. Utility plans available to INDOT/LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas.
6. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
7. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.
8. Designate a person as project coordinator to coordinate activities between CONSULTANT, INDOT, LPA, UTILITIES and HAMILTON COUNTY.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

- **Right-of-Way Services Related activities Completed – 75 days before Ready for Contracts (estimated July 20, 2018)**

APPENDIX "D"**Compensation****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$150,000.00**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following fees:

Task 1 Appraisal	\$60,000.00
15 Parcels X \$4,000 = \$60,000	
Task 2 Appraisal Review * and Appraisal Problem Analysis	
A. Appraisal Reviews	\$45,000.00
15 Parcels X \$3,000 = \$45,000	
B. Appraisal Problem Analysis	\$3,000.00
15 Parcels X \$200 = \$13,650	
Task 3 Negotiations	\$24,000.00
15 Parcels X \$1,600 = \$24,000	
Task 5 Right of Way Management	\$18,000.00
15 Parcels X \$1,200 = \$18,000	

Total: \$150,000.00

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to develop this project.

3. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided each invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice vouchers shall be submitted to:

Mr. Gary Pence, Project Manager
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

The invoice vouchers shall represent the value, to the City of Westfield, of the partially complete work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each task in Section A.2 of this Appendix, including percentage completed and prior payments.

2. The City of Westfield, for and in consideration of the rendering of the services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For each task, and upon receipt of invoices from the CONSULTANT and the approval thereof by the City of Westfield, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work by the fee heretofore set forth. From the partial payment this computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
 - b. Upon approval by the City of Westfield, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under section B.2 of the Appendix "D", shall be due and payable to the CONSULTANT.
 - c. The CONSULTANT shall only bill for work completed on the above tasks. If any task is eliminated then no additional billing will be allowed. If a portion of work is completed for a task then the CONSULTANT shall bill for that work completed.
3. If the City of Westfield does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Agreement of the CONSULTANT's last known address.



**City of Westfield Fire Department
Board of Public Works & Safety Report
November 1st – November 30th, 2015**

**Contact: Fire Chief
Joe Lyons
or Nikki Hartman
804-3304**

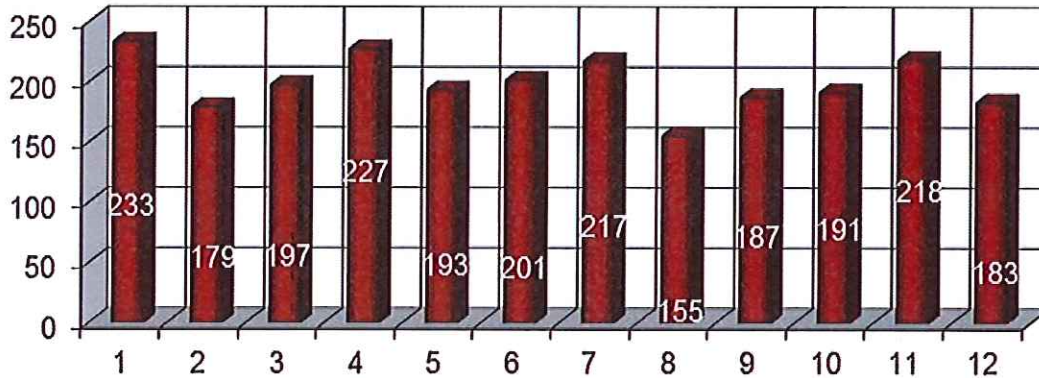


Westfield Fire Department 2015 Incident Statistics By Fire / Medical Groups

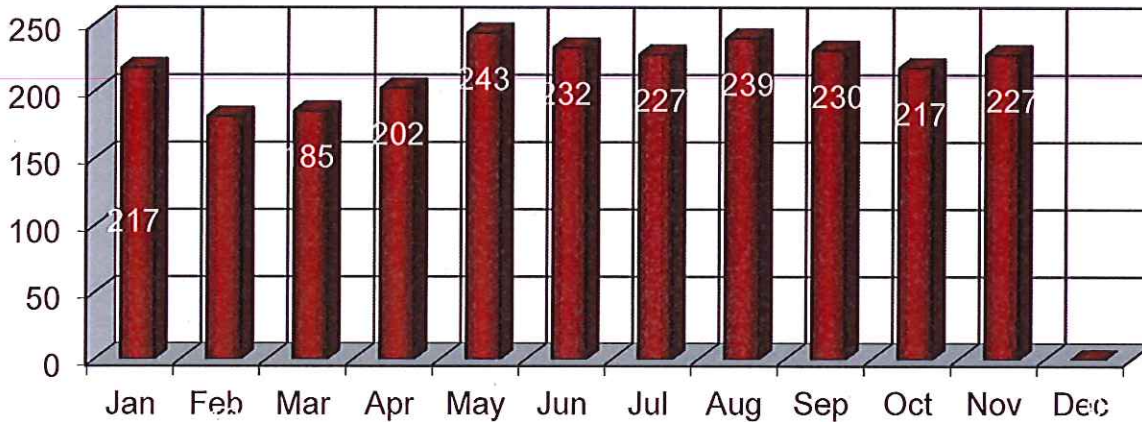


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	97	81	91	93	91	89	101	116	87	88	114		1048	43.7%
Total WFD Medical Incidents	120	100	94	109	152	143	126	123	143	129	113		1352	56.3%
Total WWFD Incidents	217	181	185	202	243	232	227	239	230	217	227	0	2400	100%

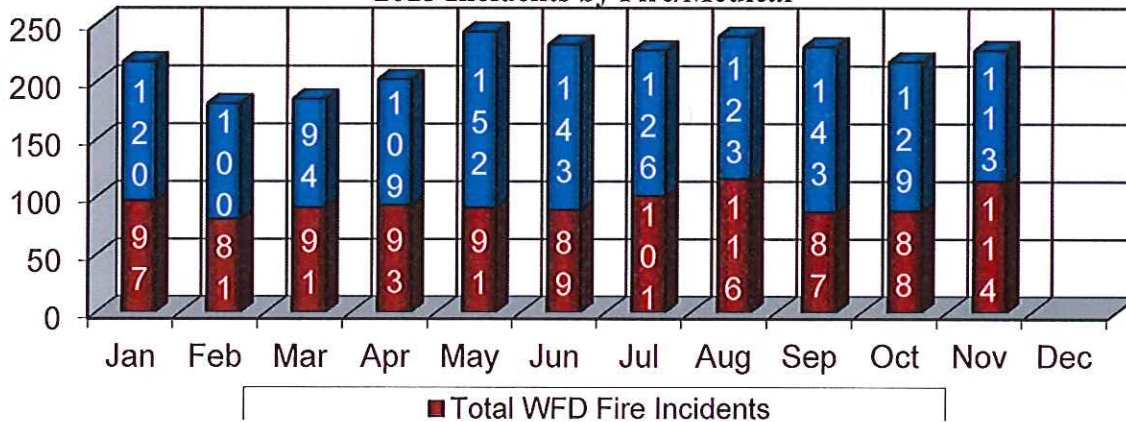
Westfield Fire Department
2014 Total Incidents



Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2015 Incidents by Fire/Medical



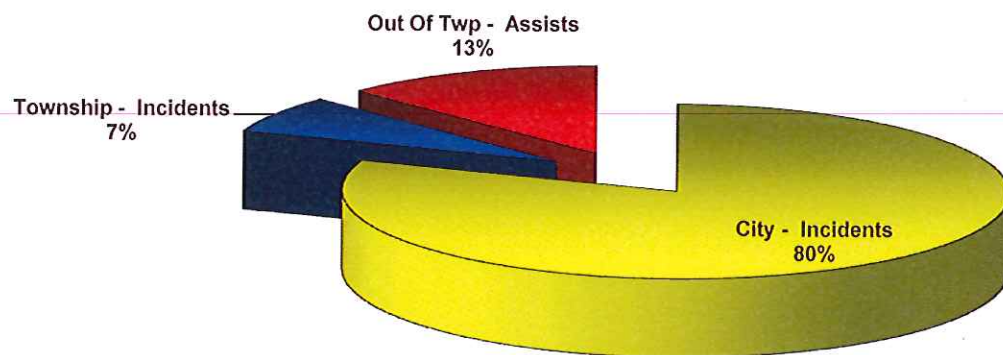


**Westfield Fire Department
2015 Fire/Medical Incidents
By Governmental Area**



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	171	142	139	181	197	193	177	194	178	171	186		1929	80.4%
Township - Incidents	13	11	18	8	16	12	19	13	23	17	16		166	6.9%
Out Of Twp - Assists	33	28	27	13	30	27	31	32	28	29	25		303	12.6%

**Westfield Fire Department
2015 Incidents by Governmental Areas**



■ City - Incidents ■ Township - Incidents ■ Out Of Twp - Assists



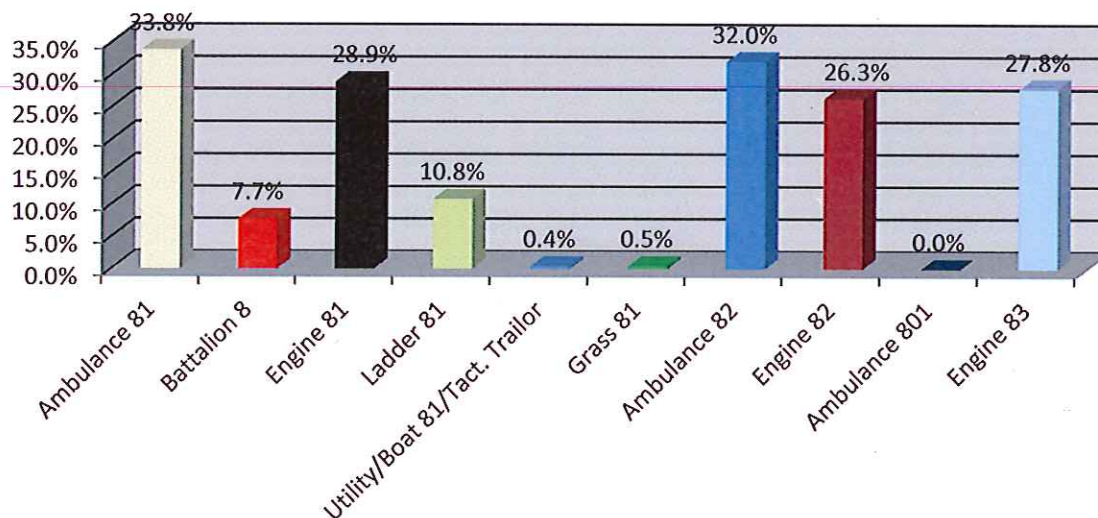
Westfield Fire Department 2015 Total Apparatus Responses By Unit & Station

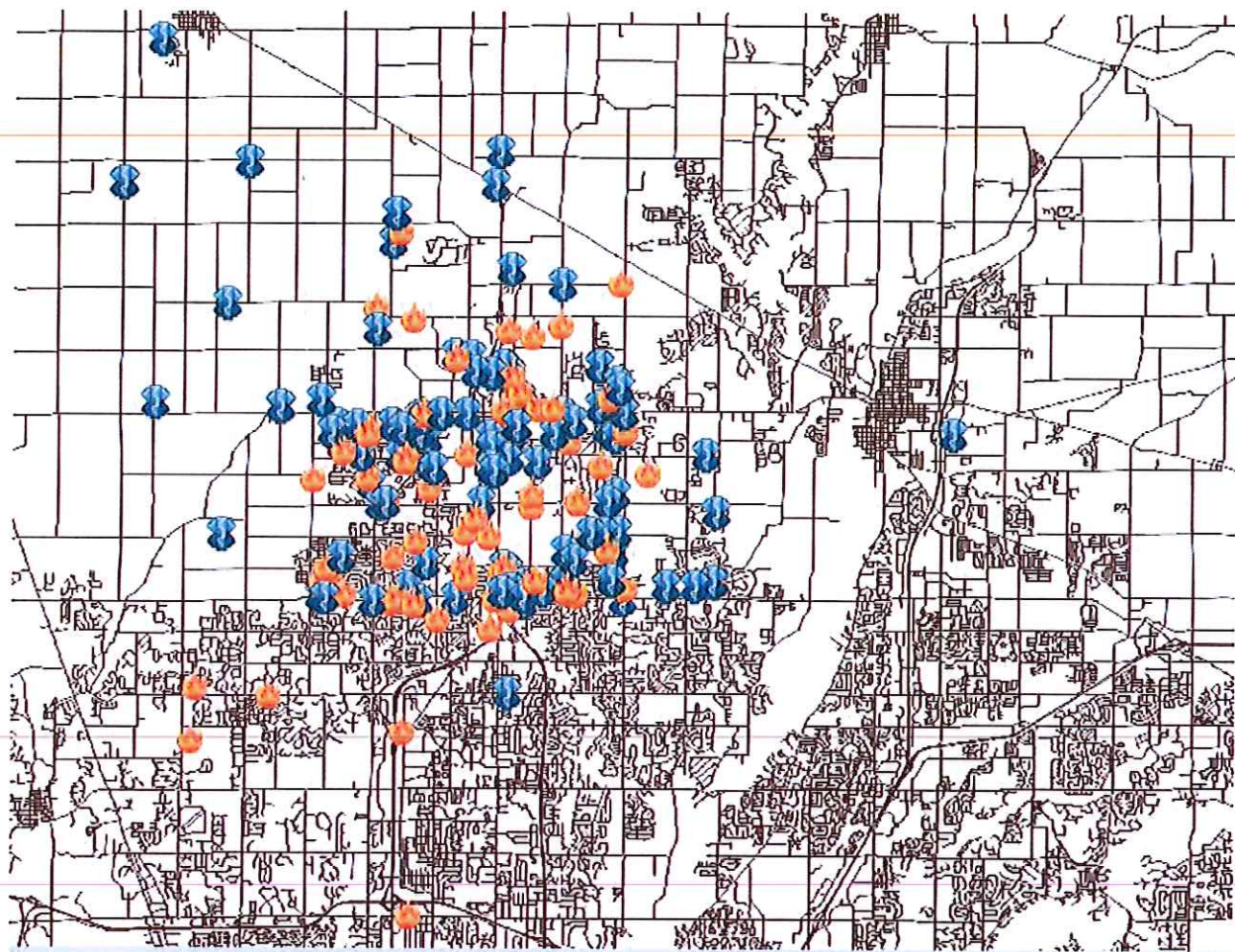


Station 81 Responses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	64	63	59	67	91	85	84	77	73	77	70		810	33.8%
Battalion 8	27	14	15	18	15	16	18	18	10	14	19		184	7.7%
Engine 81	58	50	63	53	70	61	78	75	64	64	57		693	28.9%
Ladder 81	31	14	22	24	32	20	31	28	19	21	17		259	10.8%
Utility/Boat 81/Tact. Trailor	1	-	1	2	2	-	1	1	-	1	-		9	0.4%
Grass 81		1	2	-	1	1	-	1	1	4	-		11	0.5%
EMS 80						1	1	-	-	-	-		2	0.1%

Station 82 Responses	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	75	57	54	72	84	71	65	74	73	78	65		768	32.0%
Engine 82	69	51	37	57	54	55	49	61	62	64	73		632	26.3%
Ambulance 801	0	-	-	-	-	-	-	-	-	-	-		0	0.0%
Station 83 Responses	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Engine 83	61	50	46	59	76	72	67	66	58	47	65		667	27.8%

Westfield Fire Department 2015 Total Apparatus Responses





Westfield Fire Department

Kristen Custom Report

Alarm Date Between {11/01/2015} And {11/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.44%	\$30,000	100.00%
113 Cooking fire, confined to container	1	0.44%	\$0	0.00%
140 Natural vegetation fire, Other	1	0.44%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	2	0.88%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.44%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.44%	\$0	0.00%
160 Special outside fire, Other	2	0.88%	\$0	0.00%
	<u>9</u>	<u>3.96%</u>	<u>\$30,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.44%	\$0	0.00%
311 Medical assist, assist EMS crew	1	0.44%	\$0	0.00%
320 Emergency medical service, other	9	3.96%	\$0	0.00%
321 EMS call, excluding vehicle accident with	108	47.57%	\$0	0.00%
322 Motor vehicle accident with injuries	4	1.76%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	1.76%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.44%	\$0	0.00%
372 Trapped by power lines	1	0.44%	\$0	0.00%
381 Rescue or EMS standby	1	0.44%	\$0	0.00%
	<u>130</u>	<u>57.26%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.44%	\$0	0.00%
412 Gas leak (natural gas or LPG)	6	2.64%	\$0	0.00%
424 Carbon monoxide incident	1	0.44%	\$0	0.00%
444 Power line down	2	0.88%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.44%	\$0	0.00%
	<u>11</u>	<u>4.84%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
511 Lock-out	1	0.44%	\$0	0.00%
522 Water or steam leak	1	0.44%	\$0	0.00%
531 Smoke or odor removal	5	2.20%	\$0	0.00%
542 Animal rescue	1	0.44%	\$0	0.00%
550 Public service assistance, Other	1	0.44%	\$0	0.00%
551 Assist police or other governmental agency	9	3.96%	\$0	0.00%
553 Public service	3	1.32%	\$0	0.00%
554 Assist invalid	4	1.76%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {11/01/2015} And {11/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	25	11.01%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	27	11.89%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.44%	\$0	0.00%
631 Authorized controlled burning	1	0.44%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.44%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	0.88%	\$0	0.00%
	32	14.09%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.32%	\$0	0.00%
711 Municipal alarm system, malicious false	1	0.44%	\$0	0.00%
733 Smoke detector activation due to	2	0.88%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	1.32%	\$0	0.00%
740 Unintentional transmission of alarm, Other	4	1.76%	\$0	0.00%
743 Smoke detector activation, no fire -	6	2.64%	\$0	0.00%
	19	8.37%	\$0	0.00%
9 Special Incident Type				
911 Citizen complaint	1	0.44%	\$0	0.00%
	1	0.44%	\$0	0.00%

Total Incident Count: 227

Total Est Loss:

\$30,000

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

November 2015

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WESTFIELD POLICE DEPARTMENT

November 2015

Events by Nature: Calls For Service (Non-Self-Initiated)

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	2
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	2
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	0
Admin- Warning Correction	0
Alarm- Bank	0
Alarm- Business	64
Alarm- Residence	69
Animal- Complaints	25
Assault- Battery	1
Assault- Sexual	1
Assist- Fire Incident	7
Assist- Medical Incident	5
Assist- Other Agencies	20
Bomb Found/ Suspicious Pkg	2
Burglary/ Home Invasion	2
Damage/ Vandalism/ Mischief	6
Deceased- All Others	0
Disturbance- Fireworks Cmplt	0
Disturbance- Loud Party	0
Disturbance- Noise Complaint	17
Disturbance	26
Disturbance - Verbal	0
Drugs- Complaint	8
Fraud- Criminal Deception	1
Fraud- Forgery	15
Fraud- Prescription	0
Harassment/ Stalking/ Threat	19
Indecency / Lewdness	1
Intoxicated- Possible DUI	6
Mental/ Emotional	18
Miscellaneous	11
Person-Missing	1

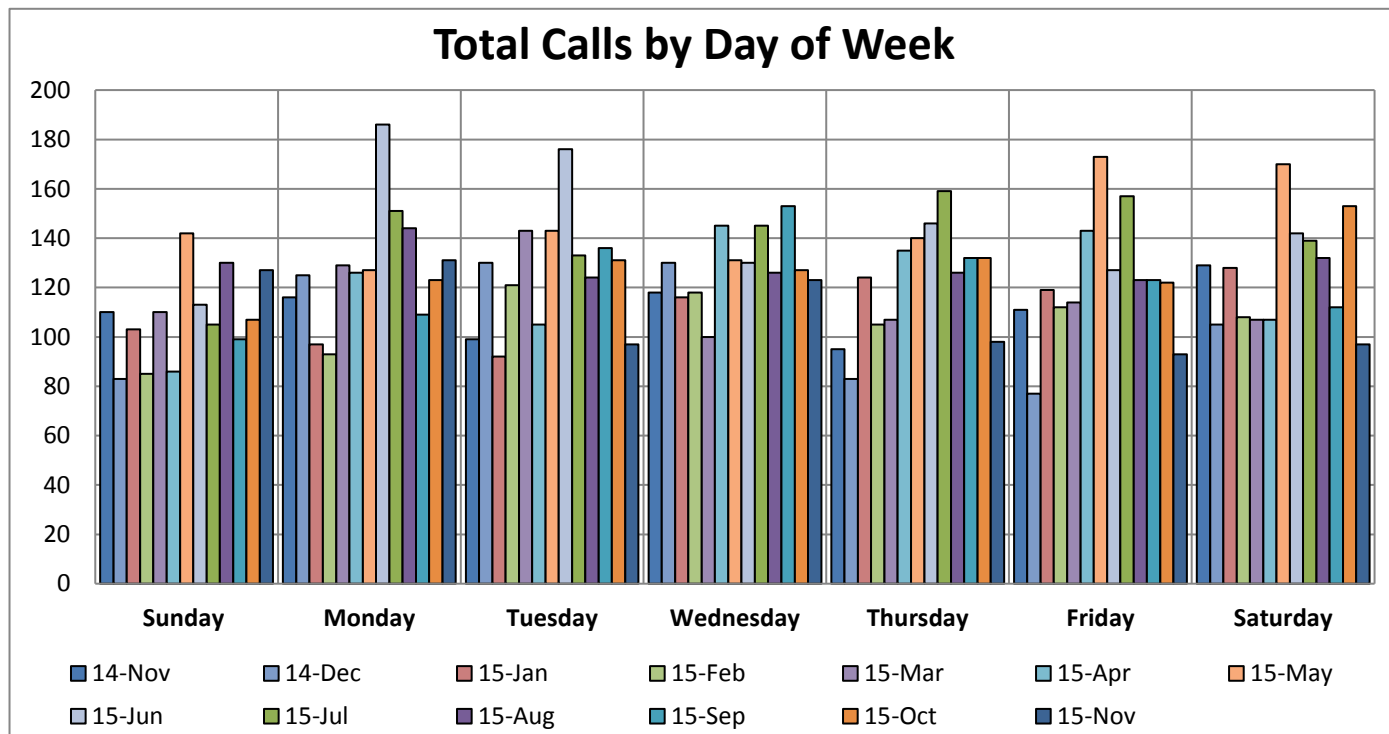
Person- Runaway	4
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	19
Service Call- Damage to Property	10
Service Call- Found Property	9
Service Call- Keep the Peace	38
Service Call- Lost Property	1
Service Call- Notification	2
Service Call- Security Check	5
Service Call- Vehicle Lockout	46
Service Call- Vin Check	9
Service Call- Welfare Check	24
Suicidal- Attempted	0
Suicidal- Persons Threatening	4
Supplemental- Case Follow Up	45
Suspicious- Noises	4
Suspicious- Open Door/ Window	4
Suspicious- Person/Prowler	21
Suspicious- Solicitor	5
Suspicious- Vehicle	25
Theft- From a Vehicle	1
Theft- Of a Vehicle	5
Theft- Others	15
Theft- Shoplifting	5
Trespassing/ Unwanted Person	2
Trfc Complaint - Abandoned Veh	4
Trfc Complaint- Driving Issues	26
Trfc Complaint- Parking Issues	3
Trfc Hazard- Debris in Road	8
Trfc Hazard- Disabled Vehicle	16
Trfc Hazard- Trfc Signal Out	1
Trnsprtn Acdnt- MV Hit & Run	5
Trnsprtn Acdnt- MV Prop Damg	58
Trnsprtn Acdnt- MV Prsnl Inj	4
Wanted- Warrant Service	2
Weapons- Person Carrying	1
Weapons- Shot Fired	2

WESTFIELD POLICE DEPARTMENT

November 2015

Total # of Calls by Day of Week (non-self initiated)

DAY	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
Sunday	110	83	103	85	110	86	142	113	105	130	99	107	127
Monday	116	125	97	93	129	126	127	186	151	144	109	123	131
Tuesday	99	130	92	121	143	105	143	176	133	124	136	131	97
Wednesday	118	130	116	118	100	145	131	130	145	126	153	127	123
Thursday	95	83	124	105	107	135	140	146	159	126	132	132	98
Friday	111	77	119	112	114	143	173	127	157	123	123	122	93
Saturday	129	105	128	108	107	107	170	142	139	132	112	153	97
TOTAL	778	733	779	742	810	847	1026	1020	989	905	864	895	766



WESTFIELD POLICE DEPARTMENT

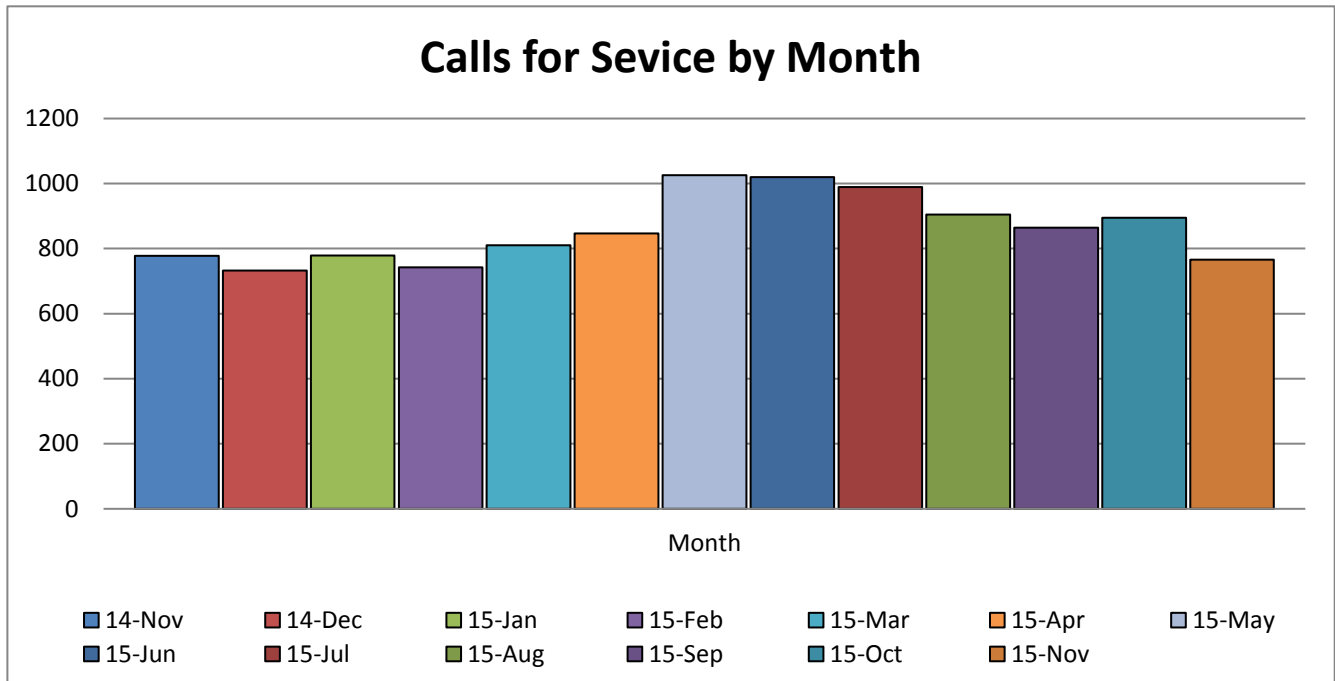
November 2015

Total # of Calls by Hour of Day (non-self initiated)

HOURL	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
0	17	19	24	25	16	20	28	20	22	29	19	19	30
1	26	19	15	9	7	21	18	20	21	19	16	14	10
2	5	14	19	14	11	13	17	17	14	13	9	12	9
3	9	9	6	12	10	7	12	15	8	13	6	10	9
4	12	6	12	8	5	8	13	14	10	9	7	12	13
5	11	6	9	9	12	15	14	16	10	10	6	8	6
6	14	12	10	15	14	7	14	9	15	14	15	16	8
7	20	20	22	24	33	23	42	24	11	30	25	28	25
8	38	30	26	32	32	41	38	35	29	36	37	33	25
9	45	38	36	37	41	39	51	50	27	51	41	41	31
10	28	42	43	37	31	38	58	54	48	43	53	40	35
11	48	38	38	38	46	46	55	55	56	57	62	48	41
12	42	50	43	45	39	43	48	58	71	52	52	53	48
13	63	35	41	41	43	48	68	63	80	54	57	51	56
14	49	41	43	45	55	52	62	48	57	43	51	65	44
15	55	58	53	61	55	46	61	60	52	57	71	66	62
16	40	47	49	43	59	65	60	69	64	56	56	69	43
17	49	48	61	50	53	62	70	66	64	62	48	56	50
18	54	50	41	52	45	51	56	69	69	60	60	56	60
19	45	49	49	42	43	52	54	50	61	53	39	52	41
20	34	24	39	30	43	43	60	77	47	37	37	44	29
21	30	44	38	25	55	53	47	62	64	47	44	32	38
22	23	19	35	29	31	28	45	39	53	37	27	40	23
23	21	15	27	19	31	26	35	30	36	23	26	30	30
TOTAL	778	733	779	742	810	847	1026	1020	989	905	864	895	766

WESTFIELD POLICE DEPARTMENT

November 2015



WESTFIELD POLICE DEPARTMENT

November 2015

UCR OFFENSES

OFFENSE	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
Arson	0	0	0	0	0	0	0	0	0	1	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	0	0	0	1	1	0	0	0	0	0
Robbery	0	0	0	2	0	0	0	0	0	1	0	0	0
Battery - Aggravated	13	2	2	1	0	2	3	1	3	2	6	0	1
Battery - Simple	7	7	14	6	9	3	18	11	11	20	13	14	14
Burglary	2	1	2	0	2	1	6	1	2	5	3	3	3
Theft	29	33	34	27	25	38	29	31	39	24	42	24	25
Motor Vehicle Theft	2	0	1	1	0	0	1	2	1	2	1	2	2
TOTAL	53	43	54	37	36	44	58	47	56	55	65	43	45

WESTFIELD POLICE DEPARTMENT

November 2015

NON UCR OFFENSES (PART II)

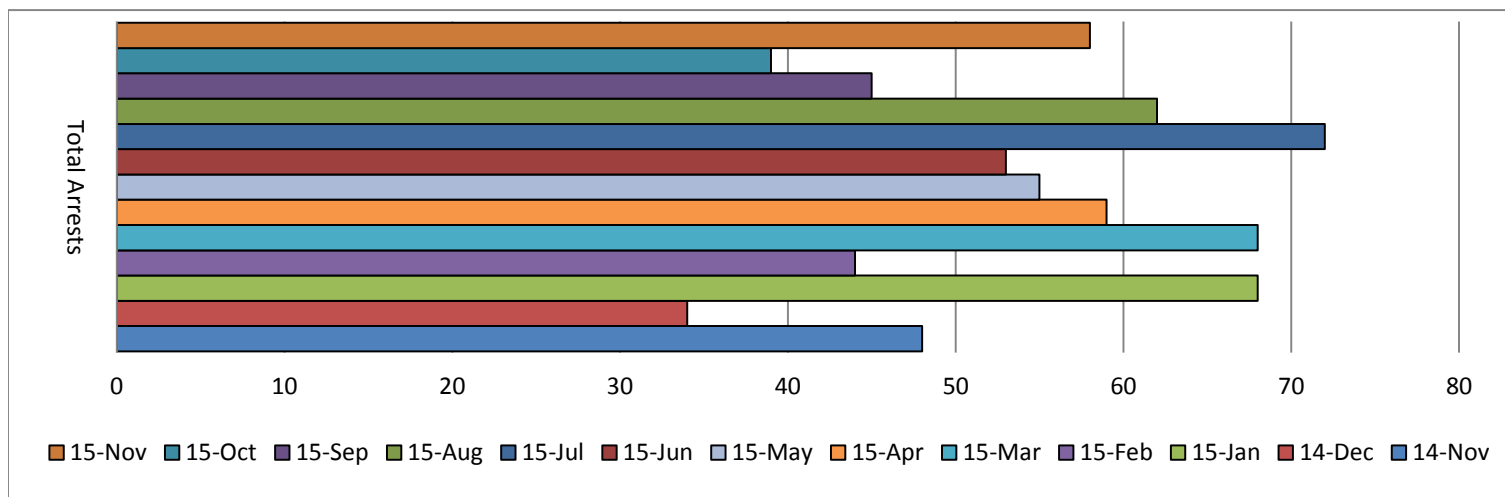
ANIMALS/ INCLUDING DOG BITES	0
ASSIST OTHER AGENCY	2
CHILD ABUSE / NEGLECT REPORTED	10
CHILD CUSTODY DISPUTE	2
CIVIL DISPUTE	1
CRIMINAL MISCHIEF/VANDALISM	10
DAMAGED PROPERTY	2
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISTURBANCE/ARGUMENTS/FIGHTS	13
DOORS / WINDOWS UNLOCKED OR OPEN	0
DRIVING WHILE SUSPENDED	11
DRUG ABUSE VIOLATIONS	10
FIRES / UNDETERMINED	0
FRAUD	9
HARASSMENT	8
IDENTITY THEFT	0
JUVENILE COMPLAINT	7

LEAVING THE SCENE	7
LIQUOR LAW VIOLATIONS	1
MISSING PERSON / LOST	2
NON-MOVING TRAFFIC VIOLATIONS	7
OPERATING WHILE INTOXICATED	5
PROPERTY FOUND	11
PROPERTY LOST	1
RECKLESS DRIVING	1
RUNAWAY	6
SUICIDE/ATTEMPTS/THREATS OF	6
SUSPICIOUS INCIDENT/PERSON	7
THREATS/INTIMIDATION	3
TRAFFIC VIOLATIONS	7
TRESPASSING	1
WARRANT ARREST	0
WEAPON VIOLATION	2
WELFARE CHECK	2

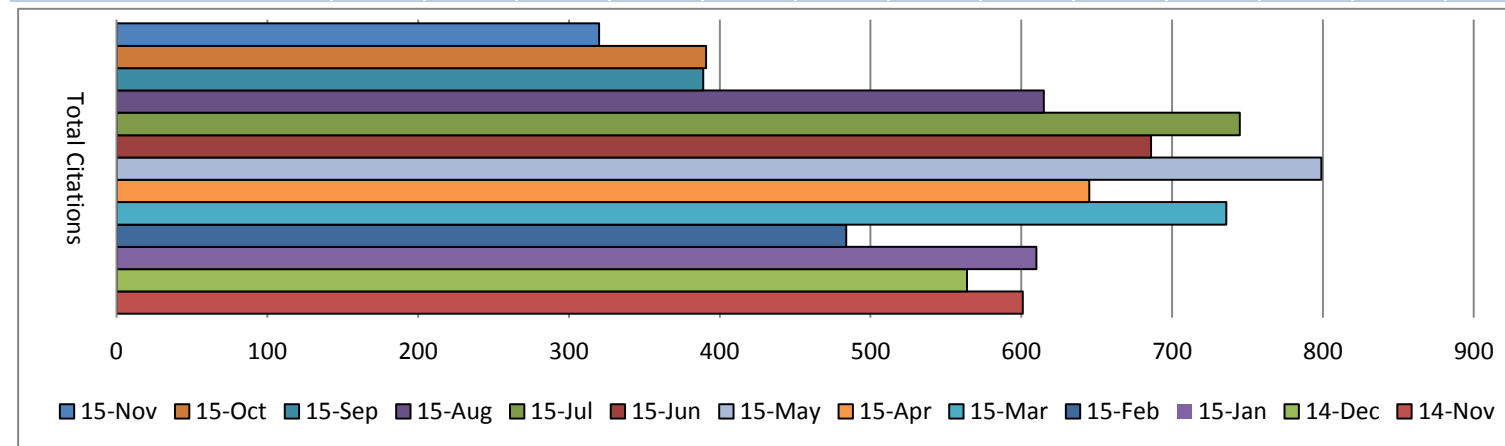
WESTFIELD POLICE DEPARTMENT

November 2015

Arrest Reports Taken	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
Alcohol/ Drug Related	17	11	23	14	31	14	23	24	36	24	20	21	18
Felony Charges	18	4	18	6	6	15	45	11	17	12	11	5	8
Misdemeanor Charges	52	42	79	46	80	65	67	73	96	66	50	53	65
Traffic Arrest Charges	33	33	57	25	35	42	10	46	49	37	39	20	33
Total Arrests	48	34	68	44	68	59	55	53	72	62	45	39	58



Traffic	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
Total Citations	601	564	610	484	736	645	799	686	745	615	389	391	320
Total Written Warnings	835	981	968	911	1061	883	958	773	835	793	693	706	820
Total Traffic Accidents	58	54	53	51	40	41	52	56	58	55	54	49	54
<i>Hit and Run</i>	9	5	6	1	5	2	4	5	6	4	6	3	5
<i>Personal Injury</i>	10	5	5	5	4	7	6	10	10	9	13	6	4
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	39	44	42	45	31	32	42	41	42	42	35	40	45

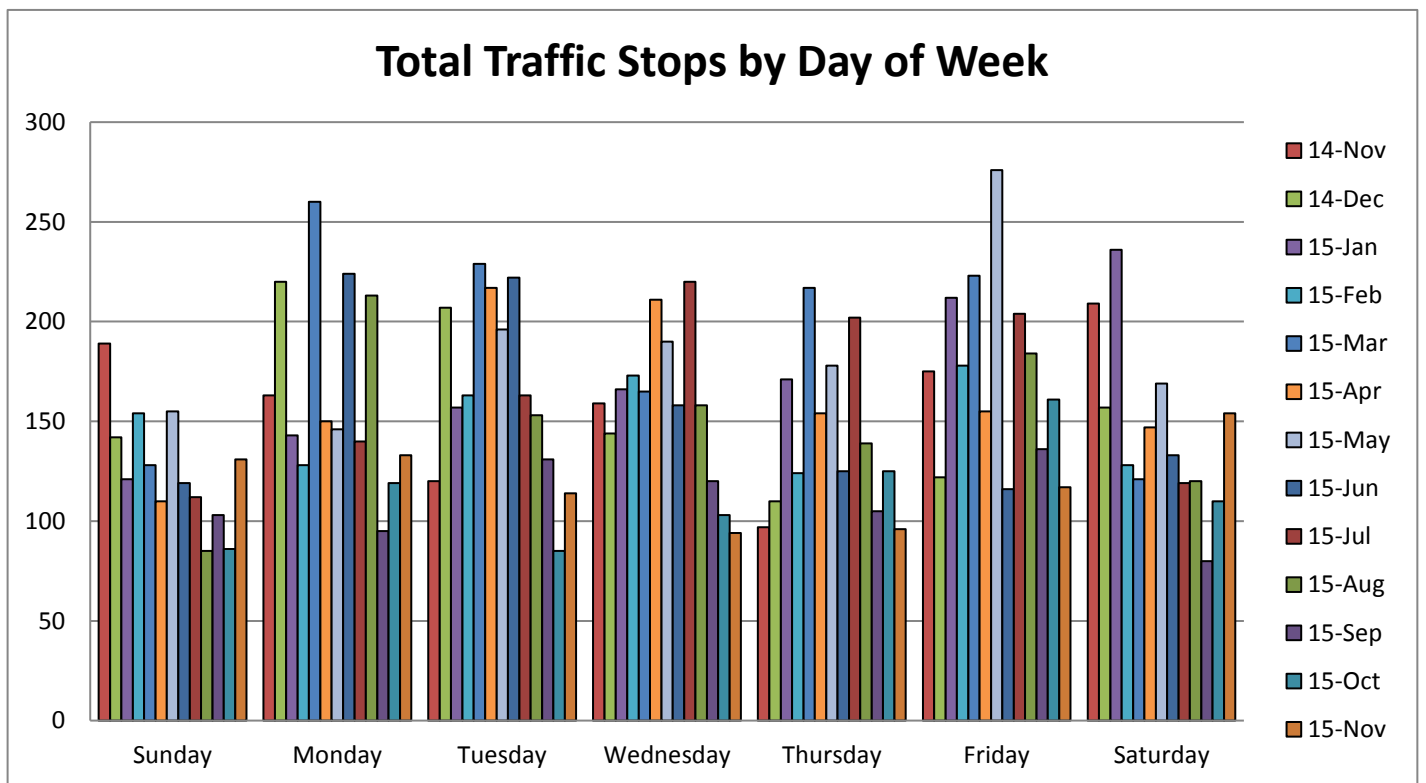


WESTFIELD POLICE DEPARTMENT

November 2015

Traffic Stops: SELF INITIATED by Day of Week

Day:	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
Sunday	189	142	121	154	128	110	155	119	112	85	103	86	131
Monday	163	220	143	128	260	150	146	224	140	213	95	119	133
Tuesday	120	207	157	163	229	217	196	222	163	153	131	85	114
Wednesday	159	144	166	173	165	211	190	158	220	158	120	103	94
Thursday	97	110	171	124	217	154	178	125	202	139	105	125	96
Friday	175	122	212	178	223	155	276	116	204	184	136	161	117
Saturday	209	157	236	128	121	147	169	133	119	120	80	110	154
TOTAL	1112	1102	1206	1048	1343	1144	1310	1097	1160	1052	770	789	839



WESTFIELD POLICE DEPARTMENT

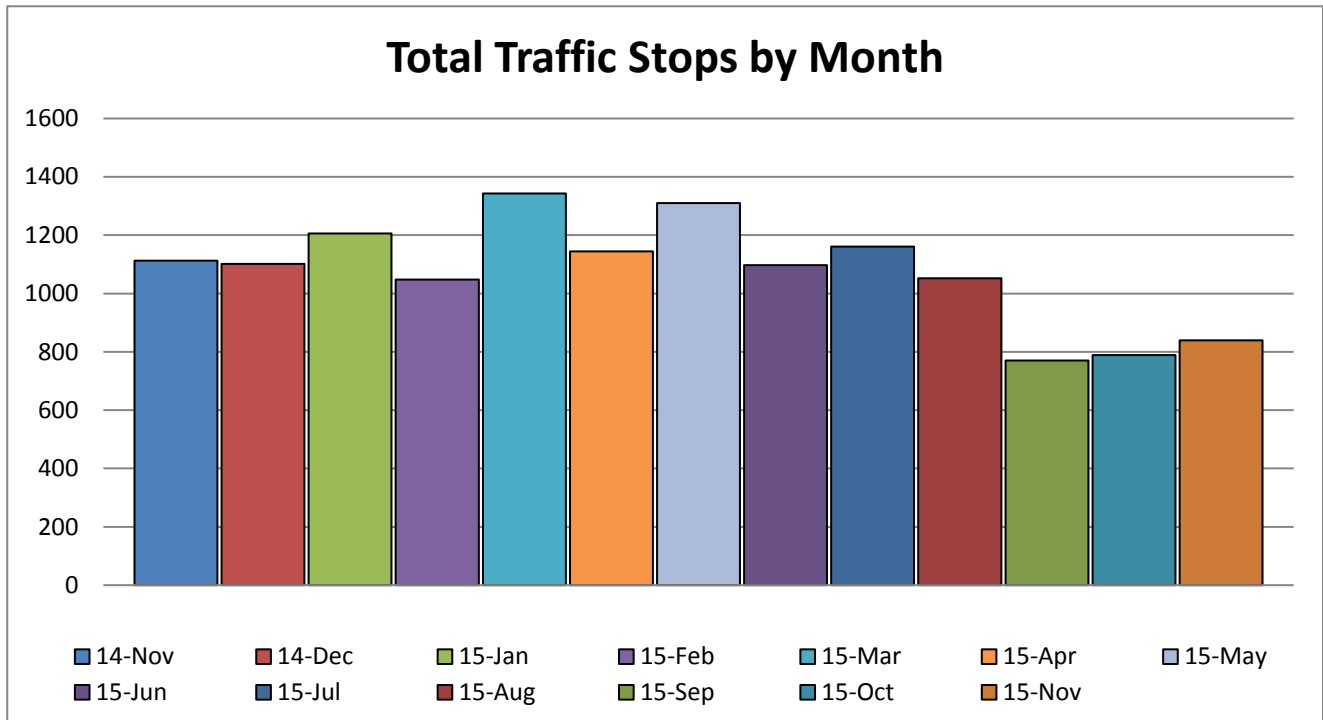
November 2015

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov
0	44	40	35	38	29	35	51	27	71	46	37	36	32
1	48	28	26	19	25	24	42	32	39	31	24	19	16
2	10	22	9	18	24	12	20	16	18	21	18	17	9
3	11	16	11	12	9	12	6	12	8	13	14	3	5
4	13	5	9	6	8	8	9	10	3	7	1	3	0
5	18	14	12	10	24	14	5	8	2	3	8	14	12
6	16	7	20	10	10	15	36	44	36	26	18	10	25
7	60	34	62	71	86	80	109	102	82	87	79	58	58
8	83	81	93	78	100	74	96	59	89	76	50	47	92
9	124	119	95	83	105	111	72	75	74	41	23	40	40
10	111	105	101	81	113	92	82	104	114	80	34	63	64
11	57	47	44	37	71	53	65	48	50	35	19	26	30
12	55	55	61	42	69	55	67	59	57	47	41	34	35
13	75	82	76	73	104	83	76	99	78	80	40	49	44
14	71	74	74	69	80	73	83	66	69	78	55	46	30
15	48	49	71	33	67	62	93	30	38	57	50	27	31
16	25	25	56	41	34	38	57	42	33	36	26	21	39
17	26	30	32	42	33	31	27	33	26	24	24	30	30
18	20	22	47	50	47	38	59	44	44	61	27	79	74
19	59	70	60	33	73	58	60	42	38	43	33	52	59
20	41	51	61	46	48	31	34	14	13	18	18	13	12
21	20	44	42	47	74	41	45	28	51	39	33	29	23
22	40	45	55	57	60	52	62	50	61	48	54	40	42
23	37	37	54	52	50	52	54	53	67	55	44	33	37
TOTAL	1112	1102	1206	1048	1343	1144	1310	1097	1161	1052	770	789	839

WESTFIELD POLICE DEPARTMENT

November 2015



**Westfield Police Department
Community Events
November 2015**

11/15/15 Lord of Life Lutheran Church Group meeting Assistant Chief Jordan and Criminalist Kautzman talked about theft and respecting your neighbor's property. Also gave a tour and shared information about property and evidence.

11/19/15 Police Department tour for the D.A.R.E. special needs kids – Officer Martin

11/25/15 Rainbow Child Care talk about respect and bullying – Sgt. Adams

**Westfield Police Department
Monthly Training Summary
November 2015**

11/2-6/15 Crime Scene Technology 3 – Criminalist Kautzman

11/2-4/15 PTS Defensive Tactics Ground Fighting Instructor Recertification – Officer Larrison and Lt. Siara

11/12/15 Monthly ESU

11/16-20/15 IMPD Leadership Academy – Sgt. Dine and Carter

11/16-20/15 Median & public Relations – Capt. Hollowell and Officer Wheeler



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3150 office
(317) 804-3181 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

Memorandum

To: Westfield Board of Public Works & Safety

Date: December 16, 2015

Re: Public Works Project Report

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding the current status of our Public Works Departments.

Westfield Public Works Executive Summary Progress Report

Street Maintenance

Our primary focus of the last month has been winter equipment preparation, pothole repair, ROW tree removal/trimming, roadside mowing, and shoulder restoration.

Park Maintenance

The Street/Parks Maintenance has been actively working on hazardous tree removal.

Notable changes since 11/18/15

1. 161st and Oakridge RAB

This projects is complete and open and currently finishing punch list items. Our primary focus at this time is concentrated on working with Duke to have powered service installed to the lighting packaged.

2. Monon Phase 4

This projects is complete and open and currently finishing punch list items

3. Monon Phase 6

This is the section of the Monon Trail that extends north from 181st to the 191st Street. Concrete and Asphalt has been completed and the project will finalize in the spring.

Other Notable Projects

City Project Manager: Gary Pence

1. Ditch Road Extension

Project is currently designed and is awaiting funding.

2. Towne Road for 156th street to 166th street

This project is for sight distance improvements, roadway widening and 3 culvert replacement project on Towne Road from 156th to 166th street. This project is INDOT funded project (all phases are 70/30 split). Currently waiting for design contract to be approved by INDOT. Plan to have consultant start survey and design work this spring. Let expected July 2017.

3. Oak Trace Elementary School Safe Road to School Study

Engineering study to improve safety for Oak Trace Elementary School. Waiting for INDOT funding approval to start study. Expect start August 2015

City Project Manager: Phil Sundling

4. Wheeler Road Extension

- Design at 80%, awaiting final drainage decision
- Roadway reconstruction project that runs from SR 32 to 181st Street
- R/W – Wheeler parcel filed for condemnation last week, should have findings within the next month or two
- Utility Proceeds funding

Public Works Department

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

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

5. Monon Phase 6

- Design at 90%
- Project runs from 181st to the Monon Elementary School north of 191st
- Trailhead will remain as part of Phase 7 due to the latest design change – won't have time to get R/W clear and include in Phase 6
- R/W – 3 parcels left, should have all cleared in the next few weeks
- MPO funding for PE, CN, CE – match with local Utility Proceeds

6. Westfield Boulevard Extension (West Access Road)

- Design at 85%
- New roadway project that runs from 151st west of Target to new underpass that INDOT built for Union Street
- Awaiting final drainage design
- We are currently in the R/W acquisition phase
- PE funded via Village Park TIF
- RW, CN funded with Utility Proceeds

7. North Union Sidewalk Extension (CDBG)

- PCS survey finished and sent over on 11/13/14
- R/W line work sent over from Pat McCallister with PB
- \$153k reimbursement from CDBG with the City matching a portion

8. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Currently waiting on additional funding to be awarded by the state.
- Current plan to go from Park St. to 169th

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9. 186th and Springmill RAB

- Approved by MPO
- Awaiting PE contract
- 2017/2018 construction
- \$2-mil reimbursement from MPO (CN, CE)
- City will fund remaining portion

10. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction not until 2020 at the earliest

City Project Manager: Mike Morgan

11. Mill St. Extension

- Home demolition is nearing completion
- We still have 2 properties to acquire before we proceed.
- We are currently in the process of acquiring the necessary permits to construct the bridge.

Public Works Department

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(317) 804-3190 fax

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Westfield, IN 46074
westfield.in.gov

MEIJER - DEVELOPER AGREEMENT

This Developer Agreement ("Agreement") is entered into this _____ day of December, 2015, by and between the City of Westfield, Indiana, a duly formed Indiana municipal corporation ("City"), and Meijer Stores Limited Partnership, a Michigan limited partnership ("Meijer").

RECITALS

1. Meijer has acquired certain real property located in the City of Westfield, Indiana, which legal description is more particularly described on **Exhibit A** attached hereto (the "Property").
2. In connection with obtaining certain approvals from the City of Westfield, and Meijer receiving road impact fee credits, Meijer shall improve the Property, which shall include certain road improvements and walking path(s), as identified on **Exhibit B** (the "Improvements") attached hereto.
3. This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

Therefore, the City and Meijer stipulate and agree as follows:

Section 1. Mutual Duties and Obligation

- A. This Agreement shall be deemed a part of the detailed development plan to be subsequently approved on the property, a drawing of which is attached hereto as **Exhibit C** and incorporated by reference herein (hereafter, the "Development").

Section 2. Duties and Obligation of Meijer. If Meijer decides to proceed with the Development,

- A. Meijer shall be required to build the Improvements and dedicate all rights-of-way associated therewith to the City as identified in **Exhibit B**, unless otherwise agreed to by the Director of Public Works and Meijer. The Improvements shall be installed prior to the first Certificate of Occupancy issuance.
- B. The Improvements shall be designed and constructed by Meijer, reviewed, inspected and, when deemed acceptable by the City, approved by City staff.
- C. Any right-of-way required for the Improvements on the Meijer property, which includes all roads and walking paths, shall be formally dedicated to the City, unless otherwise agreed to by the Director of Public Works and Meijer. Once dedicated, the City is to maintain the Improvements at its sole cost and expense.
- D. The full cost of the Improvements shall be calculated prior to construction and agreed to by the City and Meijer. The full upfront cost to construct the Improvements shall be paid by Meijer.

Section 3. Duties and Obligations of the City. If Meijer proceeds with the Development,

- A. The full cost of the Improvements shall be calculated prior to construction and agreed to by the City and Meijer. The full upfront cost to construct will be paid by Meijer.
- B. Meijer shall receive a credit of the estimated total Road Impact Fees, as shown on the attached **Exhibit D**, for construction of the Improvements in the amount of \$1,044,348.00, as identified on **Exhibit B**, unless otherwise agreed to by the Director of Public Works and Meijer.

Section 4. Termination

- A. Unless terminated earlier as provided in this Agreement, this Agreement shall be in effect from December __, 2015, for a period of 240 months (20 years) terminating on December __, 2035, and shall be of no effect after that time. All previously executed agreements and addendums between the Parties shall also be null and void at that time. This Agreement as well as any and all previous understandings shall all be contingent to the approval of this Agreement by the Westfield Board of Public Works.
- B. Should Meijer determine, at any time during the term of this Agreement, not to proceed with the Development, it shall notify the City in writing and this Agreement will no longer have any force or effect.
- C. If Meijer transfers title to this Property at any time during the term of this Agreement, other than its affiliates, this Agreement will automatically terminate and be of no further force or effect.

Section 5. Amendment

- A. No alteration, modification, or amendment to this Agreement is permitted, except by written agreement signed by the Parties or their successor in interest as appropriate.

Section 6. Dispute Resolution

- A. In the event that any dispute arising hereunder cannot be resolved by the Parties, each party waives its right to trial by jury, and stipulates that the Circuit or Superior Courts of Hamilton County, Indiana shall be the only proper court(s) of venue and jurisdiction.

Section 7. Authority

- A. The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the properly authorized representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the contracting party, 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.

Section 8. Indemnification

- A. 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.

Section 9. No Third Party Beneficiary

- A. This Agreement is intended for City and Meijer only. There are no intended third party beneficiaries to this Agreement.

In Witness Whereof, the City and Meijer have, through their duly-authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

“City”

City of Westfield, Indiana,
an Indiana municipal corporation

Signed: _____

Printed: _____

Title: _____

Dated: _____

“Meijer”

Meijer Stores Limited Partnership,
a Michigan limited partnership

By: Meijer Group, Inc., a Michigan corporation
Its: General Partner

By: _____

Michael L. Kinstle

Its: Vice President – Real Estate

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2 PER THE HAMILTON COUNTY SURVEYORS OFFICE CORNER RECORD NUMBER 18030303; THENCE SOUTH 00 DEGREES 14 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 875.59 FEET TO THE NORTHWEST CORNER OF TRACT 1 PER THE WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2006-00045611 IN THE OFFICE OF THE RECORDER, HAMILTON COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 42 MINUTES 23 SECONDS EAST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST, SAID LINE ALSO BEING THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 1329.18 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 1 AND THE NORTHWEST CORNER OF TRACT 2 PER SAID WARRANTY DEED;

THENCE NORTH 89 DEGREES 42 MINUTES 23 SECONDS EAST, CONTINUING ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID LINE ALSO BEING THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 28.50 FEET;

THENCE NORTH 00 DEGREES 14 MINUTES 34 SECONDS EAST, ALONG A LINE 28.50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 5.00 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF PINE RIDGE SECTION FIVE, RECORDED AS INSTRUMENT NUMBER 9921163 IN PLAT CABINET 2, SLIDE 247 IN THE OFFICE OF THE RECORDER, HAMILTON COUNTY, INDIANA;

THENCE NORTH 89 DEGREES 42 MINUTES 23 SECONDS EAST, ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID PINE RIDGE SECTION FIVE, A DISTANCE OF 31.50 FEET TO THE NORTHWEST CORNER OF SAID PINE RIDGE SECTION FIVE;

THENCE SOUTH 00 DEGREES 01 MINUTE 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PINE RIDGE SECTION FIVE, A DISTANCE OF 276.49 FEET;

THENCE SOUTH 89 DEGREES 42 MINUTES 23 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 1390.20 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 00 DEGREES 14 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 271.50 FEET TO THE POINT OF BEGINNING, CONTAINING 8.66 ACRES, MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).

PARCEL 2.1

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 1,329.35 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID WEST HALF 876.48 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 1,329.40 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 14 MINUTES 55 SECONDS EAST ALONG SAID WEST LINE 876.48 FEET TO THE PLACE OF BEGINNING, CONTAINING 26.746 ACRES, MORE OR LESS.

PARCEL 2.2

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 1,329.35 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF SAID QUARTER SECTION AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE 28.50 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 45 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION 876.48 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 28.50 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE NORTH 00 DEGREES 14 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE 876.48 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.573 ACRES, MORE OR LESS.

EXHIBIT B
IMPROVEMENTS AND ESTIMATED ROAD IMPACT FEE CREDITS
 (Page 1 of 2)

1. Trail Corridor Improvements (identified as red in Exhibit C).

Land	AC	0.9	\$ 118,322.00	\$ 106,489.80
Earthwork	CY	900	\$ 8.00	\$ 7,200.00
Landscaping	LS	1	\$ 14,000.00	\$ 14,000.00
Light Duty Asphalt	SY	1200	\$ 22.00	\$ 26,400.00
Traffic Sign	EA	6	\$ 230.00	\$ 1,380.00
Pavement Markings	EA	6	\$ 40.00	\$ 240.00
4" Painted Lines	LF	1320	\$ 0.50	\$ 660.00
12" Stop Bar	LF	20	\$ 1.00	\$ 20.00
Detectable Warning/ADA Ramps	EA	2	\$ 500.00	\$ 1,000.00
ESTIMATED TOTAL TRAIL CORRIDOR COSTS				\$157,390

2. Frontage Road Improvements (identified as blue in Exhibit C).

Land	AC	1.98	\$ 118,322.00	\$ 234,277.56
Earthwork	CY	2600	\$ 8.00	\$ 20,800.00
Heavy Duty Asphalt	SY	6070	\$ 27.00	\$ 163,890.00
Traffic Sign	EA	12	\$ 230.00	\$ 2,760.00
Pavement Markings	EA	12	\$ 40.00	\$ 480.00
4" Painted Lines	LF	1735	\$ 0.50	\$ 867.50
12" Stop Bar	LF	63	\$ 1.00	\$ 63.00
Curb and Gutter	LF	3470	\$ 15.00	\$ 52,050.00
Curb Inlet	EA	10	\$ 1,200.00	\$ 12,000.00
Manhole	Ea	6	\$ 2,000.00	\$ 12,000.00
12" RCP Pipe	LF	3000	\$ 36.00	\$ 108,000.00
Underdrains/Finger Drains	LF	200	\$ 16.00	\$ 3,200.00
ESIMATED TOTAL FRONTAGE ROAD COST				\$610,388

EXHIBIT B
IMPROVEMENTS AND ESTIMATED ROAD IMPACT FEE CREDITS
 (Page 2 of 2)

3. Midland Trace Trail Improvements (identified as green in Exhibit C).

Land	AC	2.06	\$ 80,000.00	\$ 164,800.00
Earthwork	CY	1300	\$ 8.00	\$ 10,400.00
Light Duty Asphalt	SY	3000	\$ 22.00	\$ 66,000.00
Traffic Sign	EA	10	\$ 230.00	\$ 2,300.00
Landscaping	LS	1	\$ 10,000.00	\$ 10,000.00
Tree Clearing	AC	0.5	\$ 10,000.00	\$ 5,000.00
Pavement Markings	EA	10	\$ 40.00	\$ 400.00
4" Painted Lines	LF	2220	\$ 0.50	\$ 1,110.00
12" Stop Bar	LF	60	\$ 1.00	\$ 60.00
Detectable Warning/ADA Ramps	EA	3	\$ 500.00	\$ 1,500.00
Pedestrian Crossing Signal at Spring Mill Road	EA	1	\$ 15,000.00	\$ 15,000.00
ESTIMATED TOTAL MIDLAND TRAIL COST				\$276,570

[illegible]

EXHIBIT D

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 15-RIFE-09

Estimate Date: 9/24/2015

Calculations Performed by: A. Murray

(I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:			
Property Description:	SE Corner of SR 32/Spring Mill Rd	Applicant:	Jon Sheidler
Parcel:	08-09-02-00-001.000	Name:	Woolpert
Address:	17145 Springmill Road Westfield, IN 46074	Address:	7635 Interactive Way Indianapolis, Indiana 46278
		Contact:	(317) 223-2226

Development Information:

Existing:

Undeveloped/Vacant

Proposed:

Retail Building

190,000 square feet

Gas Station

2,500 square feet convenience store

10 vehicular fueling positions

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Free-Standing Discount Superstore (813)		
Independent Variable:	1,000	Sq. Ft. Gross Floor Area	
Weighted Trip Average:	50.75	per	1,000 Sq. Ft. GFA (average weekday 24-hour trip rate)
Land Use Code:	Gasoline Station with Convenience Store (945)		
Independent Variable:	1	Vehicle Fueling Position	
Weighted Trip Average:	162.78	per	1 Vehicle Fueling Position (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

Calculation: Free-Standing Discount Superstore (813)

	Sq. Ft. GFA	Variable	Trip Average		
Trips:	190,000	/	1,000	x	50.75 = 9,642.50 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:				28% pass-by trip reduction %
					2,699.90 pass-by trips
Credits:	No structure demolition is proposed				0.00 structure demolition credits
	Total net trips:				6,942.60 24-hour trips

Calculation: Gasoline Station with Convenience Store (945)

	Fueling Positions	Variable	Trip Average		
Trips:	10	/	1	x	162.78 = 1,627.80 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:				59% pass-by trip reduction %
					1,009.24 pass-by trips
Credits:	No structure demolition is proposed				0.00 structure demolition credits
	Total net trips:				618.56 24-hour trips

Road Impact Fee: \$250 per trip (effective 01/01/2015 through 12/31/2015)

Road Impact Fee Assessment:							Total Fee
24-hour trips	fee per trip		road impact fee	pass-by trip discount	redevelopment credits		
11,270.30	x \$250	=	\$ 2,817,575	- \$ 927,284.00	- 0.00	=	\$ 1,890,291

	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
X	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

[illegible]