CITY OF WESTFIELD, IN

BoardofPublicWorks_Meeting_Agenda_11_15_2017

Wednesday, November 15, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety
MEETING DATE: Wednesday, November 15, 2017 at 01:00 PM
MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:
Approval of Minutes - October 25, 2017
Documents: October 25, 2017 Meeting Minutes

Bid Approval

Construction Standards & Specifications Changes

Miscellaneous

Action Item #2:
St. Maria Goretti Storm Water Rate Appeal

Contracts/Leases

Agreements and/or Memorandum of Understanding (MOU)

Action Item #3:
INDOT Excess Land Acquisition - NWC 191st & US31
Documents: Offer for Disposition Letter | Quit Claim | Revised Legals

Action Item #4:
Rainbow Childcare - Road Impact Fee Reduction Agreement
Documents: Travel Survey | Pass-By & Diverted Link Trip Survey | Road Impact Fee Installment Agreement

Action Item #5:
Community Crossing Matching Grant Agreement
Documents: Local Roads & Bridges Matching Grant Agreement

Action Item #6:
Conflict of Interest - Swiatkowski
Documents: Conflict of Interest Disclosure Statement

Action Item #7:
Amended & Restated Bond Resolution
Documents: Resolution 17-135

Consent Agenda

Southpark LLC Road Impact Fee Payment Agreement
Documents: Road Impact Fee Installment Agreement - Southpark LLC

November Bond Information
Documents: November Bond Info

Department Reports

Fire
Documents: WFD October Report

Police
Documents: WPD October Report

Public Works
Documents: WPW October Report

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 25, 2017

The Westfield Board of Public Works and Safety met on October 25, 2017 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Mayor Cook, Pat Leuteritz representing Clerk Treasurer's Office and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:15 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the October 9, 2017 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #2: SMG Education Credit

This item was tabled

Action Item #3: Grant of Easement-City of Westfield & Duke Energy Indiana, LLC

Phil Sundling presented stating this is a request from Duke Energy to have the City grant them an easement on said real estate to allow underground lines to be laid.

Kate Snedeker made the motion to approve the Easement. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: WPD-Approval to Hire Three Applicants Upon Completion of Conditional Requirements

Chief Rush presented explaining the hiring process and conditions of offering three new officers positions within the WPD.

Randy Graham made the motion to approve the hiring of three officers. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried

CONSENT AGENDA:

October Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Phil Sundling

With no further business, Mayor Cook made the motion to adjourn. Kate Snedeker seconded. The meeting was adjourned at 1:40.

Deputy Clerk-Treasurer	Board of Public Works and Safety

INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 232-5104
FAX: (317) 233-3055

Eric Holcomb, Governor
Joseph McGuinness, Commissioner

Indiana Department of Transportation
Offer for Disposition of Excess Property

Code: 5302
Parcels: 371,372,373,375
County: Hamilton

Dear City of Westfield,

Thank you for your interest in the excess land parcels identified as 5302- 371,372,373,375 (*0.877 AC Total*), located in Hamilton County, Indiana. The disposition of this property is authorized by IC 8-23-7. INDOT's Greenfield District has confirmed that the parcels can be sold. In addition, approval was given by our Environmental Department.

Following our required approvals, the parcel was appraised and the fair market value was established at \$28,150.00. Please consider this letter our offer to convey the property to you for the amount of \$28,150.00 (*twenty eight thousand one hundred fifty*) plus costs of (appraisal fee \$600 + recording fees of \$10 = TOTAL **=\$28,760.00**
We are providing a QuitClaim Deed, including legal description to convey this property, along with an Indiana Sales Disclosure Form and W-9 form. While it may seem non-standard to require a W-9 form from someone who is paying us, it is a requirement for our system to process your payment. Those documents are included with this offer.

The enclosed QuitClaim Deed and Legal Description is the instrument that will convey the requested property to you. **Please look carefully at the granting clause to make sure that your name appears as it should, including spelling and title, where needed**. If more than one grantee is involved, the granting clause should specify the Grantee's rights in the property. If you have any questions regarding how to accept title, you should consult with an attorney. You will notice that the deed has a place for the Grantee to sign to indicate acceptance of the property. In addition, you should verify that the address where tax payments are to be mailed is correct.

Once the deed is signed and approved by INDOT's legal department, we will have the property transferred and deed recorded in Hamilton County. The recorded deed will be returned to INDOT and once we copy it, we will mail the original to you.

If you wish to follow through with this purchase, the following items (included) will need to be returned:

1. Quit Claim Deed – If no changes are needed, please sign and notarize where indicated
2. W-9 Form – Sign and provide your Social Security Number
3. Sales Disclosure Form – Please sign where indicated

The State of Indiana does not provide Title Insurance as part of the transfer of property. If you wish to obtain a Title Insurance Policy for this transfer, you should consult with a Title Insurance Provider.

You will be responsible for any property taxes and assessments incurred after the date of transfer. If you have any questions or concerns, please feel free to contact me at the phone number or email address listed below.

Respectfully,

Susan Mustard, Property Management
INDOT Real Estate Division
Office: 317-232-5104

QUITCLAIM DEED

WHEREAS, the Indiana Department of Transportation, by Order of the Commissioner, has determined that the below-described real property will not be needed for highway purposes or purposes incidental thereto; and

WHEREAS, pursuant to the provisions of Indiana Code § 8-23-7, the Indiana Department of Transportation has offered the real property (excess land) for sale to **City of Westfield***,* for the sum of $28,150.00 (*twenty eight thousand one hundred fifty*)

WHEREAS, City of Westfield has paid the full purchase price; and

NOW THEREFORE, the State of Indiana in accordance with Indiana Code § 8-23-7 executes this Quitclaim Deed.

THIS INDENTURE WITNESSETH that the STATE OF INDIANA, hereby releases and quitclaims to **City of Westfield**, the real estate situated in **Hamilton** County, State of Indiana, to wit:

INDOT
Project: 0710215
Road: US 31
County: Hamilton
Code: 5302
Parcel(s): 371,372,373,375 – (0.877 AC Total)

In which real property is more fully described on "**Exhibits A, A1, A2, A3**" (for each parcel), which is attached hereto and incorporated fully herein". Also attached hereto and incorporated fully herein is the Parcel Plat as **"Exhibits B, B1, B2, B3"**

Subject to all existing legal rights-of-way, easements, conditions, and restrictions and exceptions of record.

IN WITNESS WHEREOF, the State of Indiana has hereunto set its hand by the Governor of the State of Indiana this __________ day of _________________ 2017.

STATE OF INDIANA

____

Joseph R. Heerens, General Counsel &
Designee of **Eric Holcomb**,
Governor, State of Indiana

State of Indiana)
)ss:
County of Marion)

Before me, a Notary in and for said County and State, personally appeared **Joseph R. Heerens**, General Counsel and Designee of **Eric Holcomb**, Governor of the State of Indiana and acknowledged execution of the foregoing Quitclaim Deed for and on behalf of the State of Indiana this ________ day of __________________ 2017.

Notary signature: ___________________________________

Notary name printed: ________________________________

My commission expires: ______________________________

I reside in ___________________________________ County

IN WITNESS WHEREOF; **City of Westfield**, has hereunto set its hand by this __________ day of

_______________ 2017.

___________________________(for)

Name: **City of Westfield**,

)
) ss:
County of _____________)

Before me, a Notary in and for said County and State, personally appeared **City of Westfield,** and acknowledged

Execution of the foregoing Quitclaim Deed for and on behalf of **City of Westfield**, this ________ day of
__________________ 2017.

Notary signature: ___________________________________

Notary name printed: ________________________________

My commission expires: _____________________________

I reside in __________________________________ County

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of

the Indiana Department of Transportation this ________ day of ____________________ 2017.

____

Trevor Mills, Deputy Commissioner of Engineering & Asset Management for
Joseph McGuinness, Commissioner of the Indiana Department of Transportation

State of Indiana)
) ss:
County of Marion)

Before me, a Notary in and for said County and State, personally appeared **Trevor Mills**, Deputy Commissioner of Engineering & Asset Management for Joseph McGuinness, Commissioner of the Indiana Department of Transportation, and acknowledged execution of the foregoing Quitclaim Deed this

________ day of ___________ 2017.

Notary signature: ____________________________________

Notary name printed: _________________________________

My commission expires: _______________________________

I reside in ____________________________________ County

APPROVED AS TO FORM AND LEGALITY

____________________________ __________________________
Curtis T. Hill Jr. Date
Attorney General of Indiana

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

____
Susan Mustard, Property Management
Indiana Department of Transportation

Grantee's Mailing Address:

City of Westfield
2706 E 171st Street
Westfield, IN 46074

This instrument prepared by:

____
Teresa Dashiell Giller, Attorney No: 17698-49
Indiana Department of Transportation
100 North Senate Ave. N730, Indianapolis, IN 46204

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

PARCEL NO.: 371-Excess Land

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning 886.32 feet West of the southeast corner of the Southeast quarter of the northeast quarter of Section 25, Township 19 North, Range 3 East, and on the south line thereof; thence west on an along aforesaid south line 109.69 feet; thence north 200 feet; thence east parallel with the south line of said southeast quarter 109.69 feet; thence south 200 feet to the place of beginning.

EXCEPTING therefrom the following-described real estate: A part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being the grantor's land depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning at a point on the south line of said quarter section 886.32 feet West of the southeast corner of said quarter section, said southeast corner being designated as point "2208" on said plat, said point of beginning being the southeast corner of the grantor's land; thence West 109.69 feet along said south line to the southwest corner of the grantor's land; thence North 69.90 feet along the west line of the grantor's land to point "37119" designated on said plat, which point is on the North boundary of 191st Street; thence North 80 degrees 07 minutes 23 seconds East 111.32 feet along said North boundary to the east line of the grantor's land; thence South 86.90 feet along said east line to the point of beginning and containing 0.197 acres, more or less.

After said exception containing 0.304 acres, more or less.

All bearings in this description which are not quoted from previous instruments are based on the bearing system for INDOT Project No. 0710215.

JEFF S. BISLICH
REGISTERED
No.
9800003
STATE OF
INDIANA
LAND SURVEYOR

This description was prepared for the Indiana Department of Transportation on the 6th day of June, 2017

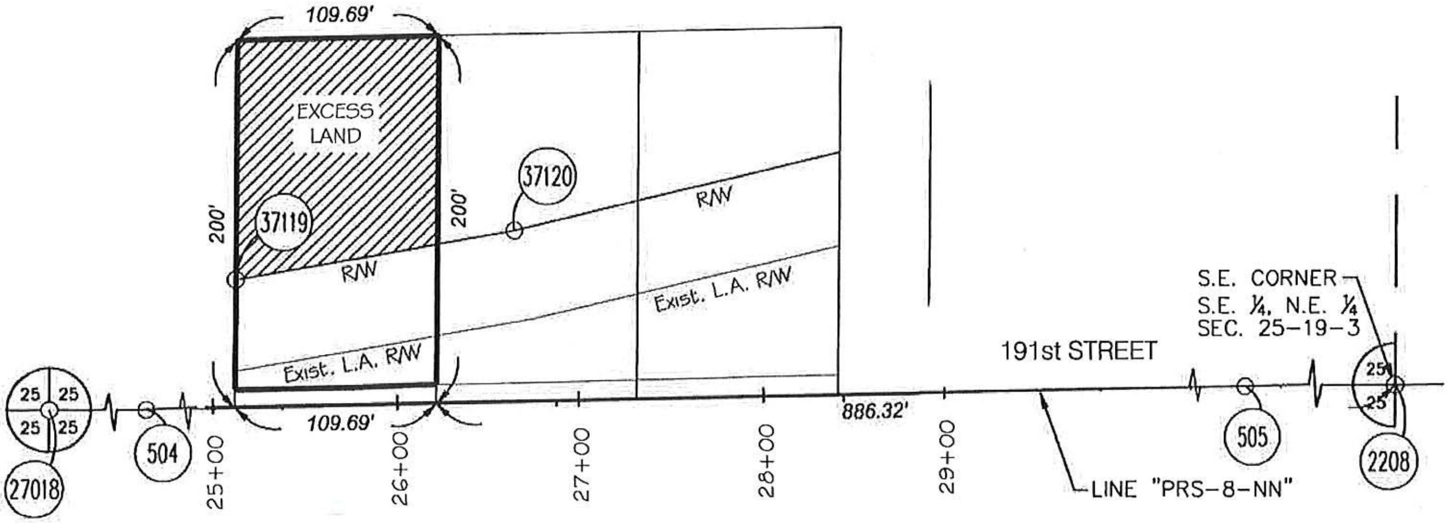
by ______

Jeff S. Bislich
Indiana Registered Surveyor
License Number 9800003

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY WSP | PARSONS BRINCKERHOFF, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

0 50 100
SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	Rt	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37119	67298.6071	49699.4962	+℞(25+13.19)	70.79'	Lt	"PRS-8-NN"
37120	67329.6558	49861.4897	26+65.88	94.22'	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

6-6-17

JEFF S. BISLICH DATE
PROFESSIONAL SURVEYOR No. 9800003

SURVEYOR'S STATEMENT

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

OWNER: STATE OF INDIANA

HATCHED AREA IS THE APPROXIMATE EXCESS LAND

DRAWN BY: P. McCALLISTER DATE: 10-28-16
CHECKED BY: J. BISLICH DATE: 11-7-16

PARCEL: 371
ROAD: U.S. 31
WARRANTY DEED INSTR. #2012072243 DATED: 08-23-2012
COUNTY: HAMILTON
SECTION: 25 PROJECT: 0710215
TOWNSHIP: 19 NORTH DES. No.: 0600431
RANGE: 3 EAST CODE: 5302

5635 US 31\7.0 PROJECT DATA\7.21 ROW\CHA Parcel Information\PB Changes\Exb-B-31 Ham5302.dwg - P(371)
6, 2017 10:59:38 AM / mccallisterpa

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

Sheet 1 of 1

PARCEL NO.: 371- Fee Simple with Partial Limitation of Access

Form WL-2

Key Number 29-05-25-000-035.000-015

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows; Beginning 886.32 feet West of the southeast corner of the Southeast quarter of the northeast quarter of Section 25, Township 19 North, Range 3 East, and on the south line thereof; thence west on an along aforesaid south line 109.69 feet; thence north 200 feet; thence east parallel with the south line of said southeast quarter 109.69 feet; thence south 200 feet to the place of beginning.

Included within the limits of this description are 0.023 acres, more or less, of presently existing right of way for 191st Street.

TOGETHER, with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), along the lines described as follows: Commencing at the Southeast corner of Northeast Quarter of said section thence South 88 degrees 54 minutes 32 seconds West 886.32 feet to the southeast corner of the grantors' land; thence North 0 degrees 00 minutes 00 seconds East 45.26 feet along the east line of said grantors' land to the point of beginning of this description; thence South 80 degrees 07 minutes 23 seconds West 111.32 feet and terminating on west line of said grantors' land. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

FRED L. BENGE REGISTERED No. S0408 STATE OF INDIANA LAND SURVEYOR

This description was prepared for the Indiana Department of Transportation, by Fred L. Benge, Indiana Registered Land Surveyor, License Number LS80040408, on the 16th day of November, 2011

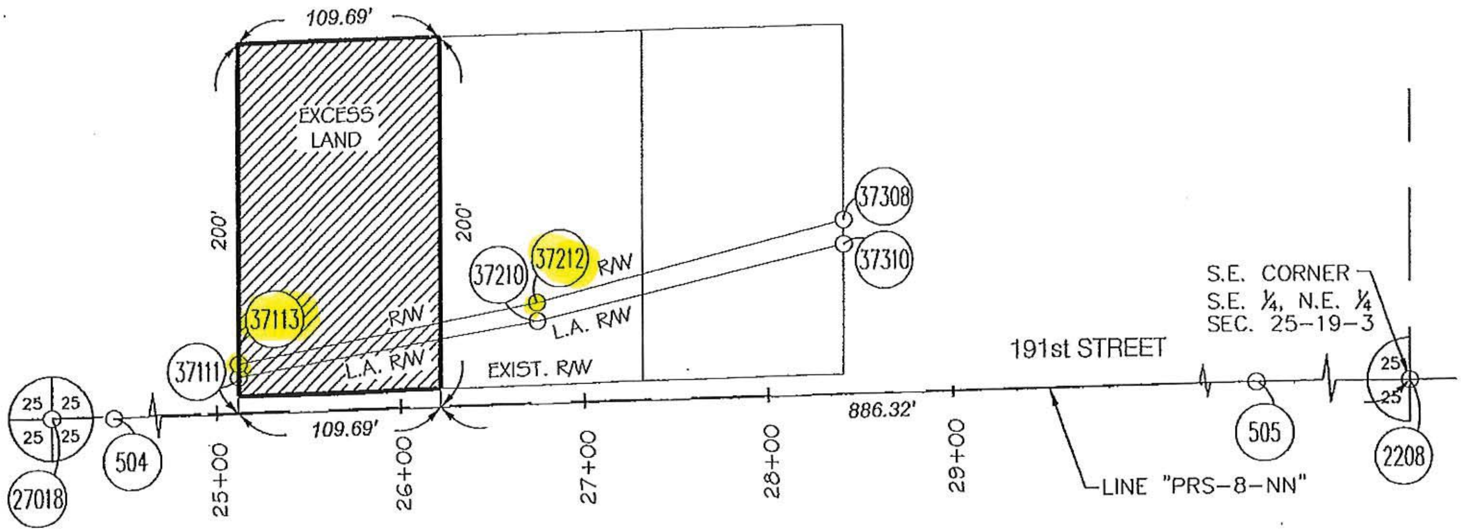
Fred L. Benge

Fred L. Benge

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

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

0 50 100
SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	Rt	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37111	67291.4183	49699.4962	25+12.28	20.05	Lt	"PRS-8-NN"
37113	67298.6071	49699.4962	25+12.43	27.23	Lt	"PRS-8-NN"
37210	67319.6578	49861.6886	26+75.00	45.00	Lt	"PRS-8-NN"
37212	67329.6558	49861.4897	26+75.00	55.00	Lt	"PRS-8-NN"
37308	67372.6575	50028.5011	28+42.85	94.70	Lt	"PRS-8-NN"
37310	67359.5464	50028.5011	28+42.58	81.59	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

SURVEYOR'S STATEMENT

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

Fred L. Benge 11-16-11

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

OWNER: SMITH, DENNIS M. ET. UX.

HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: D.TRUEBLOOD DATE: 11-11-11
CHECKED BY: F. BENGE DATE: 11-15-11

PARCEL: 371
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 25 PROJECT: 0710215
TOWNSHIP: 19 NORTH DES. No.: 0600431
RANGE: 3 EAST CODE: 5302

WARRANTY DEED BK.344, PG.903 DATED: 08-30-1984
LAND CONTRACT INSTR.#2007051253 DATED: 04-14-2007

KEY No. 29-05-25-000-035.000-015 TAKING = 0.478 AC.

P:\Right-Of-Way-Eng\2007\20074350 US31 Hamilton Co\20 Drawings\Code 5302\Exb-B-31 Ham5302.dwg - P(371)
November 15, 2011 11:40:56 AM / DTrueblood

EXHIBIT "A"

PROJECT: 0710215
CODE: 5302
PARCEL NO.: 372-Excess Land

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:
Beginning 776.63 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning.

EXCEPTING therefrom the following-described real estate: A part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being the grantor's land depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning at a point on the south line of said quarter section 776.63 feet West of the southeast corner of said quarter section, said southeast corner being designated as point "2208" on said plat, said point of beginning being the southeast corner of the grantor's land; thence West 109.69 feet along said south line to the southwest corner of the grantor's land; thence North 86.90 feet along the west line of the grantor's land to the North boundary of 191st Street; thence North 80 degrees 07 minutes 23 seconds East 43.05 feet to point "37120" designated on said plat along said North boundary; thence North 76 degrees 33 minutes 07 seconds East 69.15 feet along said North boundary to the east line of the grantor's land; thence South 108.28 feet along said east line to the point of beginning and containing 0.244 acres, more or less.

After said exception containing 0.258 acres, more or less.

All bearings in this description which are not quoted from previous instruments are based on the bearing system for INDOT Project No. 0710215.

JEFF S. BISLICH
REGISTERED
No.
9800003
STATE OF
INDIANA
LAND SURVEYOR

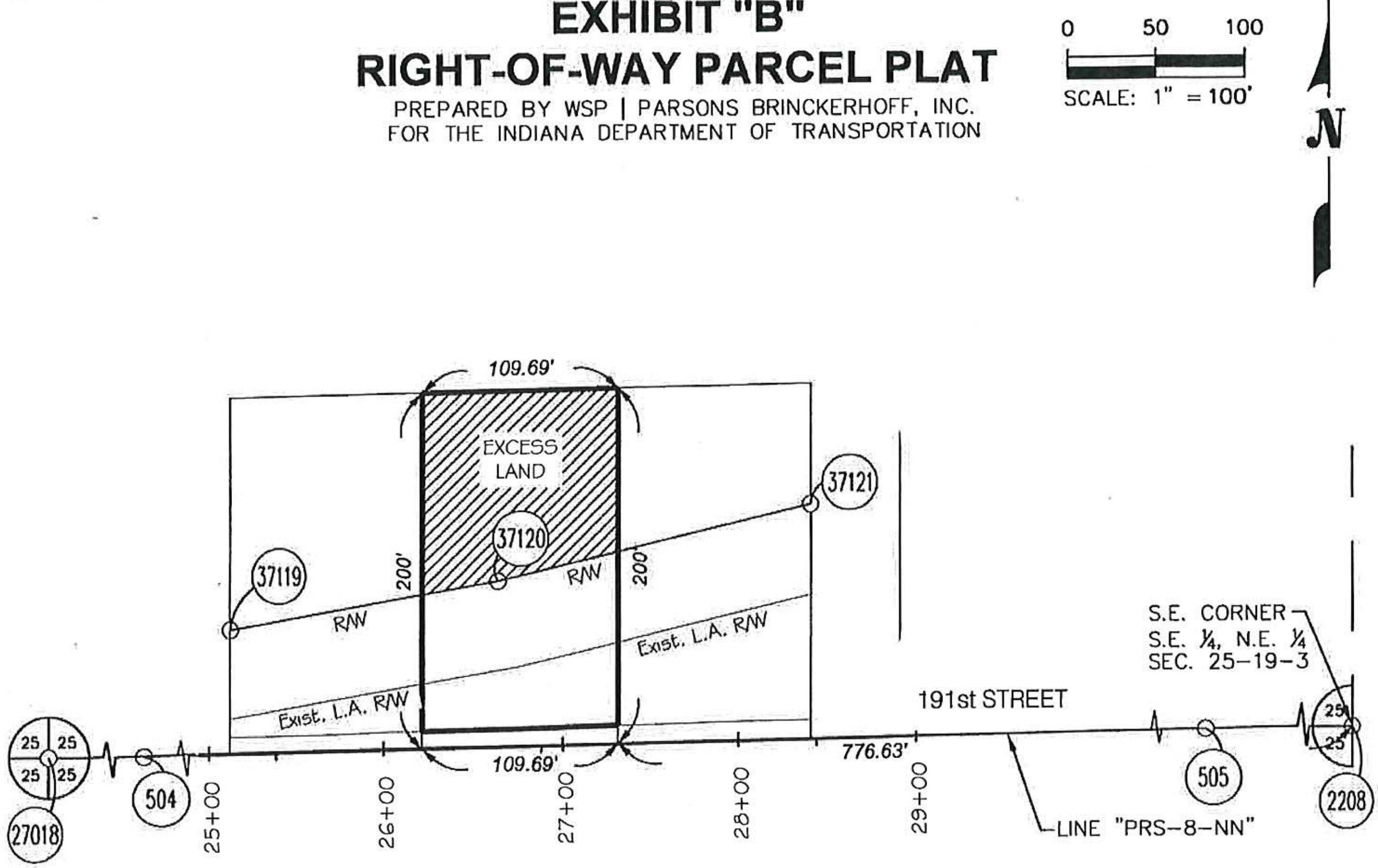
This description was prepared for the Indiana Department of Transportation on the 6th day of June, 2017

by ______________________
Jeff S. Bislich
Indiana Registered Surveyor
License Number 9800003

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY WSP | PARSONS BRINCKERHOFF, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	Rt	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37119	67342.1705	49699.4962	+R(25+13.19)	70.79	Lt	"PRS-8-NN"
37120	67368.6494	49851.5764	26+65.88	94.22	Lt	"PRS-8-NN"
37121	67410.8949	50028.2454	+R(28+43.35)	132.93	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

6-6-17

SURVEYOR'S STATEMENT

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

JEFF S. BISLICH — DATE
PROFESSIONAL SURVEYOR No. 9800003

OWNER:	STATE OF INDIANA	HATCHED AREA IS THE APPROXIMATE EXCESS LAND	DRAWN BY: P. McCALLISTER DATE: 10-28-16 CHECKED BY: J. BISLICH DATE: 11-8-16
PARCEL:	372		
ROAD:	U.S. 31	WARRANTY DEED INSTR.#2012077177	DATED: 08-23-2012
COUNTY:	HAMILTON		
SECTION:	25	PROJECT: 0710215	
TOWNSHIP:	19 NORTH	DES. No.: 0600431	
RANGE:	3 EAST	CODE: 5302	

5635 US 31\7.0 PROJECT DATA\7.21 ROW\CHA Parcel Information\PB Changes\Exb-B-31 Ham5302.dwg - P(372)
ember 8, 2016 9:14:18 AM / mccallisterps

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

PARCEL NO.: 372- Fee Simple with Partial Limitation of Access

Form WL-2

Key Number 29-05-25-000-034.000-025

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:
Beginning 776.63 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning.

Included within the limits of this description are 0.024 acres, more or less, of presently existing right of way for 191st Street.

TOGETHER, with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), along the lines described as follows: Commencing at the Southeast corner of Northeast Quarter of said section thence South 88 degrees 54 minutes 32 seconds West 776.63 feet to the southeast corner of the grantor's land; thence North 0 degrees 00 minutes 00 seconds East 56.87 feet along east line of said grantor's land to the point of beginning of this description; thence South 76 degrees 33 minutes 07 seconds West 58.76 feet to point "37210" on attached plat marked Exhibit B; thence South 80 degrees 07 minutes 23 seconds West 53.31 feet and terminating on west line of said grantor's land. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

FRED L. BENGE REGISTERED No. S0408 STATE OF INDIANA LAND SURVEYOR

This description was prepared for the Indiana Department of Transportation, by Fred L. Benge, Indiana Registered Land Surveyor, License Number LS80040408, on the 16th day of November, 2011

Fred L. Benge

Fred L. Benge

SHEET 1 OF 1

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

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

0 50 100
SCALE: 1" = 100'

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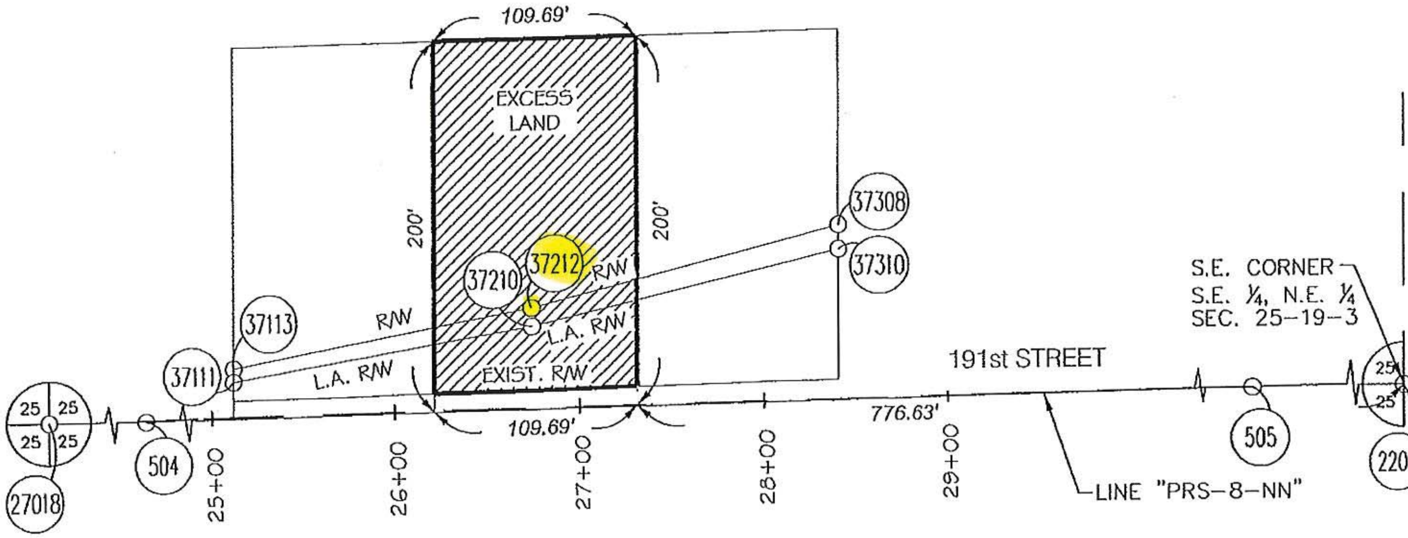

COORDINATE CHART (FEET)

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504	67261.1436	49187.7154	20+00.00	0.00	Rt	"PRS-8-NN"
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2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37111	67291.4183	49699.4962	25+12.28	20.05	Lt	"PRS-8-NN"
37113	67298.6071	49699.4962	25+12.43	27.23	Lt	"PRS-8-NN"
37210	67319.6578	49861.6886	26+75.00	45.00	Lt	"PRS-8-NN"
37212	67329.6558	49861.4897	26+75.00	55.00	Lt	"PRS-8-NN"
37308	67372.6575	50028.5011	28+42.85	94.70	Lt	"PRS-8-NN"
37310	67359.5464	50028.5011	28+42.58	81.59	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

FRED L. BENGE REGISTERED No. S0408 STATE OF INDIANA LAND SURVEYOR

SURVEYOR'S STATEMENT

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

Fred L. Benge 11-16-11
FRED L. BENGE DATE
REG. LAND SURVEYOR No. LS0408

OWNER:	BYERLEY, TERRYL	HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY: D.TRUEBLOOD DATE: 11-11-11 CHECKED BY: F. BENGE DATE: 11-15-11
PARCEL:	372		
ROAD:	U.S. 31	QUITCLAIM DEED INSTR.#200100045425	DATED: 07-24-2001
COUNTY:	HAMILTON		
SECTION:	25	PROJECT: 0710215	
TOWNSHIP:	19 NORTH	DES. No.: 0600431	
RANGE:	3 EAST	CODE: 5302	KEY No. 29-05-25-000-034.000-025 TAKING = 0.478 AC.

P:\Right-Of-Way-Eng\2007\20074350 US31 Hamilton Co\20 Drawings\Code 5302\Exb-8-31 Ham5302.dwg - P(372)
November 15, 2011 3:01:39 PM / DTrueblood

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

PARCEL NO.: 373-Excess Land

Tract 6

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows;
Beginning 666.94 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning. Containing 0.50 acre, more or less.

EXCEPTING therefrom the following-described real estate: A part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being the grantor's land depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning at a point on the south line of said quarter section 666.94 feet West of the southeast corner of said quarter section, said southeast corner being designated as point "2208" on said plat, said point of beginning being the southeast corner of the grantor's land; thence West 109.69 feet along said south line to the southwest corner of the grantor's land; thence North 108.28 feet along the west line of the grantor's land to the North boundary of 191st Street; thence North 76 degrees 33 minutes 07 seconds East 112.50 feet along said North boundary to the east line of the grantor's land at point "37121" designated on said plat; thence South 132.36 feet along said east line to the point of beginning and containing 0.303 acres, more or less.

After said exception containing 0.199 acres, more or less.

All bearings in this description which are not quoted from previous instruments are based on the bearing system for INDOT Project No. 0710215.

JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

This description was prepared for the Indiana Department of Transportation on the 6th day of June, 2017

by ______________________

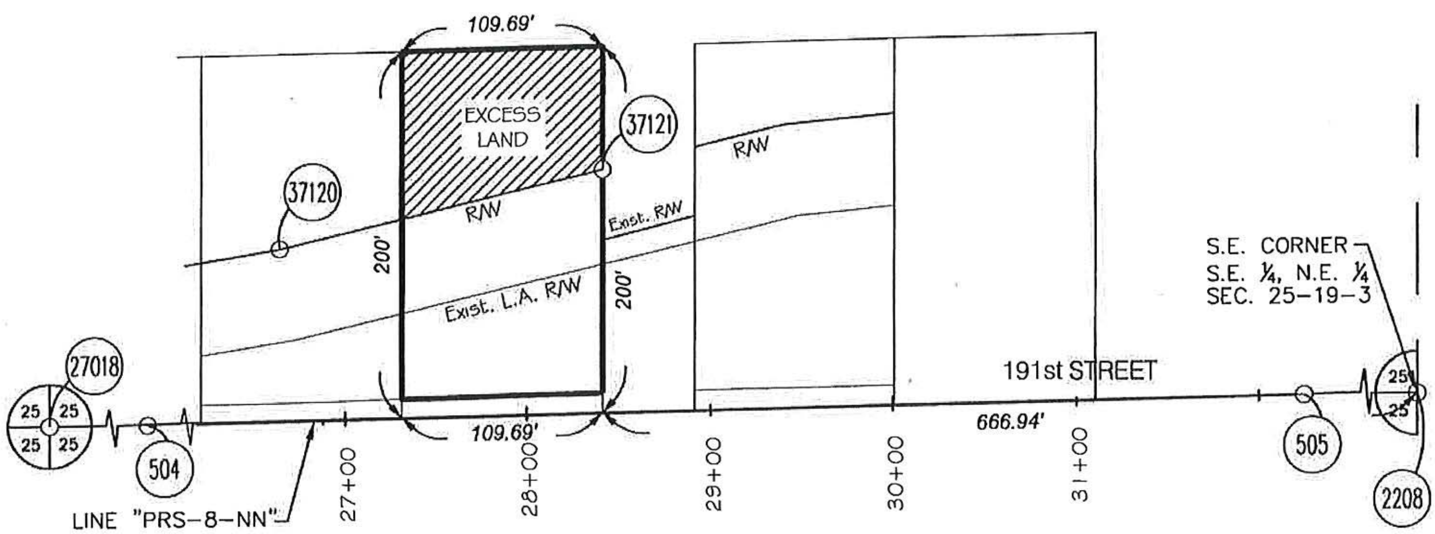
Jeff S. Bislich
Indiana Registered Surveyor

SHEET 1 OF 1

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY WSP | PARSONS BRINCKERHOFF, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION

0 50 100
SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	-	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37120	67368.6494	49851.5764	26+65.88	94.22	Lt	"PRS-8-NN"
37121	67410.8949	50028.2454	+℞(28+43.35)	132.93	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

6-6-17

JEFF S. BISLICH DATE
PROFESSIONAL SURVEYOR No. 9800003

SURVEYOR'S STATEMENT

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

OWNER: STATE OF INDIANA

HATCHED AREA IS THE APPROXIMATE EXCESS LAND

DRAWN BY: P. McCALLISTER DATE: 10-28-16
CHECKED BY: J. BISLICH DATE: 11-8-16

PARCEL: 373
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 25
TOWNSHIP: 19 NORTH
RANGE: 3 EAST

WARRANTY DEED INSTR.#2013000377 DATED: 10-29-2012

PROJECT: 0710215
DES. No.: 0600431
CODE: 5302

5635 US 31\7.0 PROJECT DATA\7.21 ROW\CHA Parcel Information\PB Changes\Exb-B-31 Ham5302.dwg - P(373)
ember 8, 2016 9:14:18 AM / mccallisterpa

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

PARCEL NO.: 373- Fee Simple with Partial Limitation of Access

Form WL-2

Key Number 29-05-25-000-033.000-015

Tract 6

Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows;
Beginning 666.94 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning. Containing 0.50 acre, more or less.

Included within the limits of this description are 0.026 acres, more or less, of presently existing right of way for 191st Street.

TOGETHER, with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), along the lines described as follows: Commencing at the Southeast corner of Northeast Quarter of said section thence South 88 degrees 54 minutes 32 seconds West 666.94 feet to the southeast corner of the grantor's land; thence North 0 degrees 00 minutes 00 seconds East 81.01 feet along east line of said grantor's land to the point of beginning of this description; thence South 76 degrees 33 minutes 07 seconds West 112.76 feet and terminating on west line of said grantor's land. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

FRED L. BENGE REGISTERED No. S0408 STATE OF INDIANA LAND SURVEYOR

Fred L. Benge

Fred L. Benge

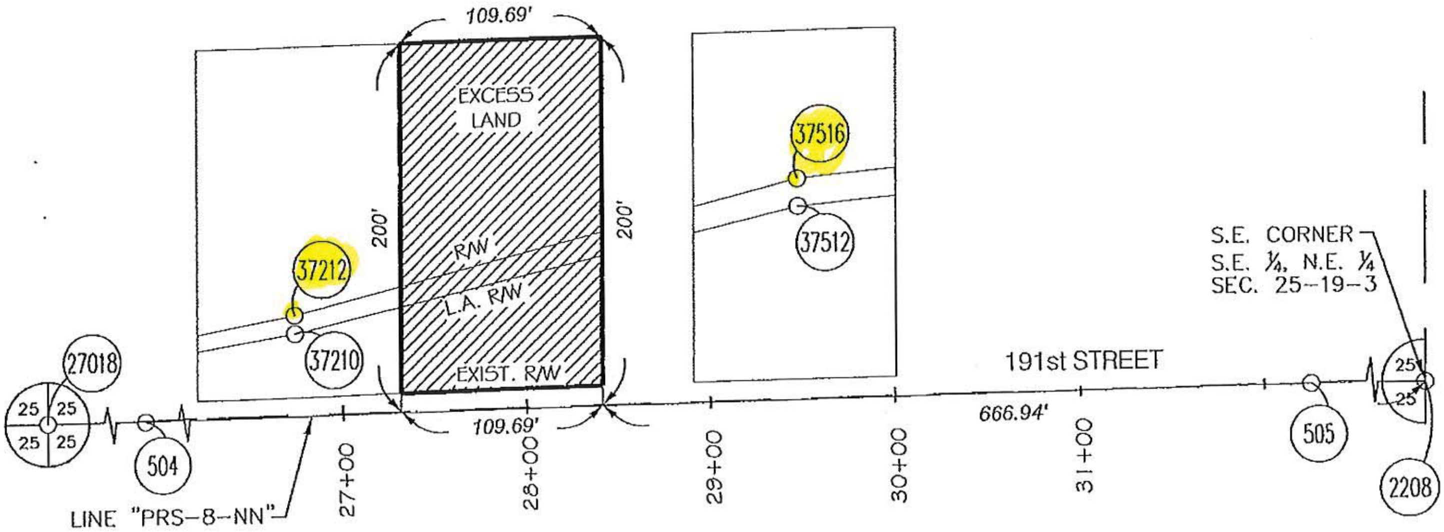
This description was prepared for the Indiana Department of Transportation, by Fred L. Benge, Indiana Registered Land Surveyor, License Number LS80040408, on the 16th day of November, 2011

SHEET 1 OF 1

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

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

SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	-	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37210	67319.6578	49861.6886	26+75.00	45.00	Lt	"PRS-8-NN"
37212	67329.6558	49861.4897	26+75.00	55.00	Lt	"PRS-8-NN"
37512	67385.1180	50135.4403	29+50.01	105.02	Lt	"PRS-8-NN"
37516	67400.1150	50135.1418	29+50.01	120.02	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

FRED L. BENGE REGISTERED No. S0408 STATE OF INDIANA LAND SURVEYOR

SURVEYOR'S STATEMENT

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

Fred L. Benge 11-16-11

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

OWNER: YEE, JENNY JOY

HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: D.TRUEBLOOD DATE: 11-11-11
CHECKED BY: F. BENGE DATE: 11-15-11

PARCEL: 373
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 25
TOWNSHIP: 19 NORTH
RANGE: 3 EAST

PROJECT: 0710215
DES. No.: 0600431
CODE: 5302

TRUSTEES'S DEED INSTR.#9427770 DATED: 06-17-1994

KEY No. 29-05-25-000-033.000-015 TAKING = 0.476 AC.

P:\Right-Of-Way-Eng\2007\20074350 US31 Hamilton Co\20 Drawings\Code 5302\Exb-B-31 Ham5302.dwg - P(373)
November 15, 2011 3:12:52 PM / DTrueblood

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302

PARCEL NO.: 375-Excess Land

Tract #5: Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:
Beginning 507.25 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning.

EXCEPTING therefrom the following-described real estate: A part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being the grantor's land depicted on the attached Right of Way Parcel Plat, marked **Exhibit "B"**, described as follows: Beginning at a point on the south line of said quarter section 507.25 feet West of the southeast corner of said quarter section, said southeast corner being designated as point "2208" on said plat, said point of beginning being the southeast corner of the grantor's land; thence West 109.69 feet along said south line to the southwest corner of the grantor's land; thence North 143.54 feet along the west line of the grantor's land to point "37520" designated on said plat, which point is on the North boundary of 191st Street; thence North 76 degrees 33 minutes 07 seconds East 49.49 feet to point "37521" designated on said plat along said North boundary; thence North 84 degrees 21 minutes 33 seconds East 61.33 feet along said North boundary to the east line of the grantor's land at point "37522" designated on said plat; thence South 158.99 feet along said east line to the point of beginning and containing 0.385 acres, more or less.

After said exception containing 0.116 acres, more or less.

All bearings in this description which are not quoted from previous instruments are based on the bearing system for INDOT Project No. 0710215.

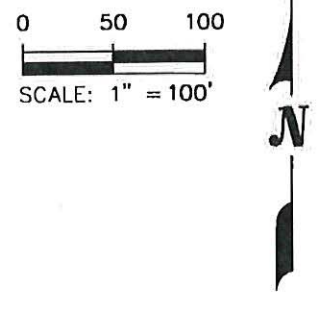
JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

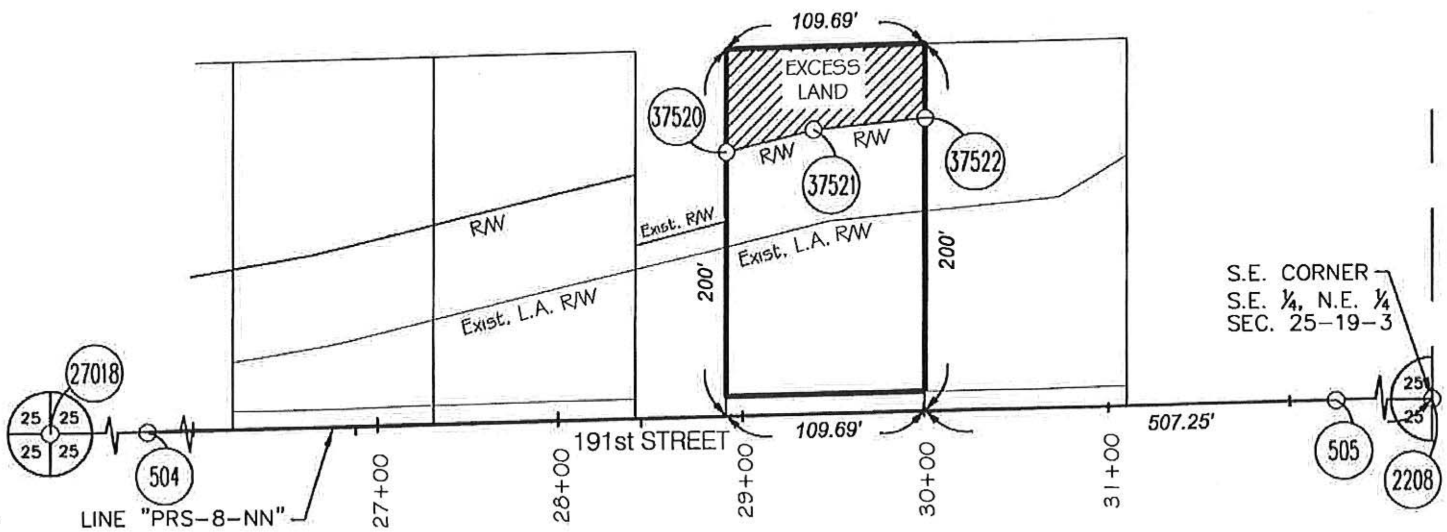
This description was prepared for the Indiana Department of Transportation on the 6th day of June, 2017

by ______
Jeff S. Bislich
Indiana Registered Surveyor
License Number 9800003

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

PREPARED BY WSP | PARSONS BRINCKERHOFF, INC.
FOR THE INDIANA DEPARTMENT OF TRANSPORTATION





COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	-	"PRS-8-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-8-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37520	67423.0313	50078.9993	+℞(28+94.34)	144.05	Lt	"PRS-8-NN"
37521	67434.5405	50127.1303	29+42.69	154.60	Lt	"PRS-8-NN"
37522	67440.5684	50188.1594	+℞(30+03.83)	159.41	Lt	"PRS-8-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

JEFF S. BISLICH REGISTERED No. 9800003 STATE OF INDIANA LAND SURVEYOR

6-6-17

SURVEYOR'S STATEMENT

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

JEFF S. BISLICH — DATE
PROFESSIONAL SURVEYOR No. 9800003

OWNER: STATE OF INDIANA

HATCHED AREA IS THE APPROXIMATE EXCESS LAND

DRAWN BY: P. McCALLISTER DATE: 10-28-16
CHECKED BY: J. BISLICH DATE: 11-8-16

PARCEL: 375
ROAD: U.S. 31
COUNTY: HAMILTON
SECTION: 25 — PROJECT: 0710215
TOWNSHIP: 19 NORTH — DES. No.: 0600431
RANGE: 3 EAST — CODE: 5302

CAUSE NO. 29C01-1210-PL-10937 — DATED: 10-14-2013

5635 US 31\7.0 PROJECT DATA\7.21 ROW\CHA Parcel Information\PB Changes\Exb-B-31 Ham5302.dwg - P(375)
ember 8, 2016 9:14:18 AM / mccallisterpa

EXHIBIT "A"

PROJECT: 0710215

CODE: 5302 Sheet 1 of 1

PARCEL NO.: 375- Fee Simple with Partial Limitation of Access

Form WL-2

Key Number 29-05-25-000-032.000-015

Tract #5: Part of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:
Beginning 507.25 feet West of the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 19 North, Range 3 East, and on the South line thereof; thence West on and along aforesaid South line 109.69 feet; thence North 200 feet; thence East parallel with the South line of said Southeast Quarter 109.69 feet; thence South 200 feet to the place of beginning.

Included within the limits of this description are 0.026 acres, more or less, of presently existing right of way for 191st Street.

TOGETHER, with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as U.S. 31 and as Project 0710215), along the lines described as follows: Commencing at the Southeast corner of Northeast Quarter of said section thence South 88 degrees 54 minutes 32 seconds West 527.25 feet to the southeast corner of the grantor's land; thence North 0 degrees 00 minutes 00 seconds East 108.74 feet along east line of said grantor's land to the point of beginning of this description; thence South 84 degrees 21 minutes 33 seconds West 52.98 feet to point "37512" on the attached parcel plat marked Exhibit 'B'; thence South 76 degrees 33 minutes 07 seconds West 58.55 feet; and terminating on west line of said grantor's land. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

FRED L. BENGE
REGISTERED
No.
S0408
STATE OF
INDIANA
LAND SURVEYOR

Fred L. Benge

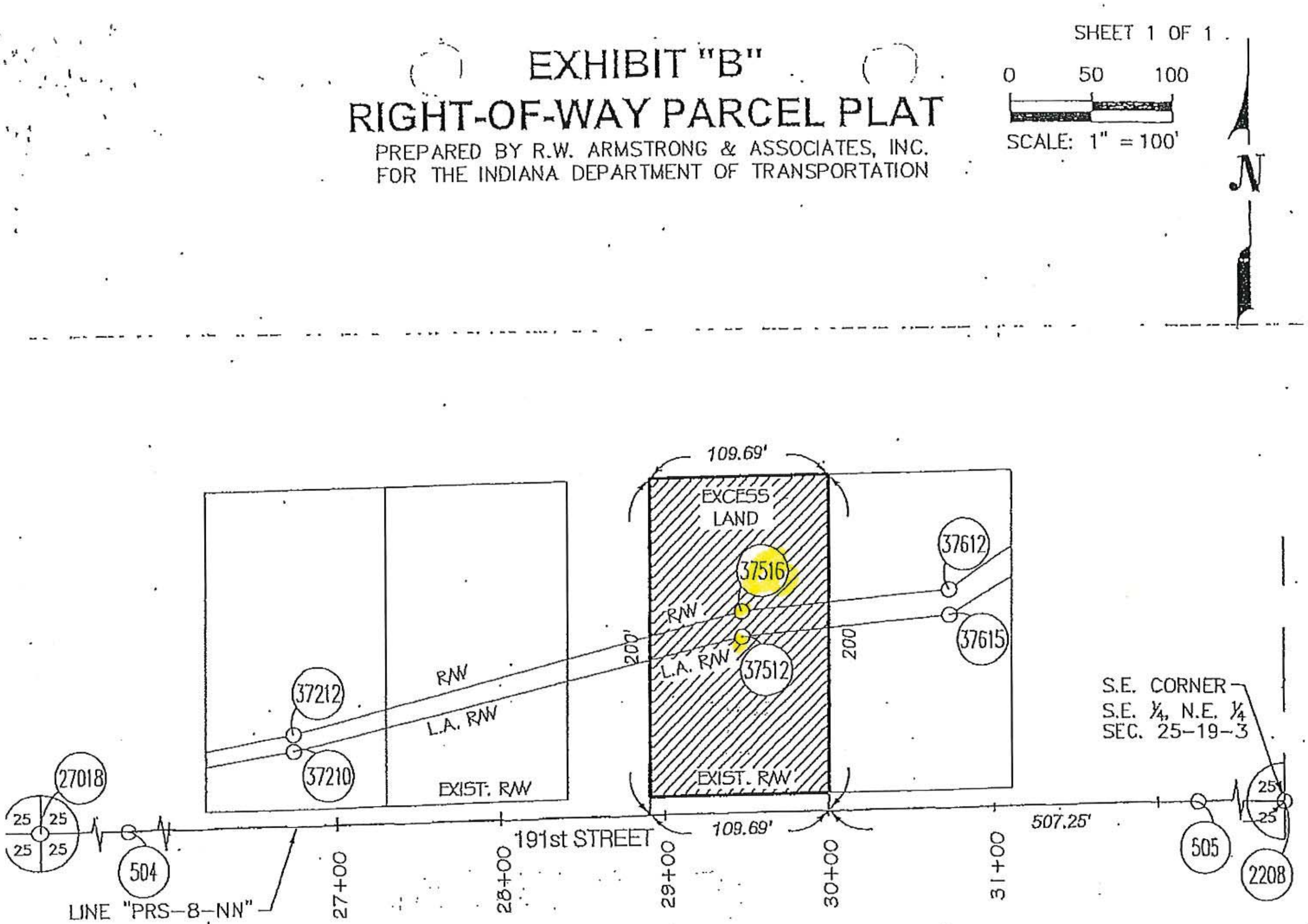
This description was prepared for the Indiana Department of Transportation, by Fred L. Benge, Indiana Registered Land Surveyor, License Number LS80040408, on the 16th day of November, 2011

SHEET 1 OF 1

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

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

SCALE: 1" = 100'



COORDINATE CHART (FEET)

POINT	NORTHING	EASTING	STATION	OFFSET	SIDE	LINE
504	67261.1436	49187.7154	20+00.00	0.00	-	"PRS-B-NN"
505	67285.6109	50412.4752	32+25.00	0.00	-	"PRS-B-NN"
2208	* REFER	TO L.C.R.S.				
27018	* REFER	TO L.C.R.S.				
37210	67319.6578	49861.6886	26+75.00	45.00	Lt	"PRS-B-NN"
37212	67329.6558	49861.4897	26+75.00	55.00	Lt	"PRS-B-NN"
37512	67385.1180	50135.4403	29+50.01	105.02	Lt	"PRS-B-NN"
37516	67400.1150	50135.1418	29+50.01	120.02	Lt	"PRS-B-NN"
37612	67412.6004	50259.9181	30+75.01	130.01	Lt	"PRS-B-NN"
37615	67397.4416	50260.2101	30+75.00	114.85	Lt	"PRS-B-NN"

NOTE: STATION AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES

* SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS

FRED L. BENGE
REGISTERED
No.
S0408
STATE OF
INDIANA
LAND SURVEYOR

SURVEYOR'S STATEMENT

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

Fred L. Benge 11-16-11

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

OWNER: McCLAY, LARRY G. ET. UX.		HATCHED AREA IS THE APPROXIMATE TAKING	DRAWN BY: D.TRUEBLOOD DATE: 11-11-11 CHECKED BY: F. BENGE DATE: 11-15-11
PARCEL: 375		WARRANTY DEED BK.310, PG.533	DATED: 02-24-1979
ROAD: U.S. 31			
COUNTY: HAMILTON			
SECTION: 25	PROJECT: 0710215		
TOWNSHIP: 19 NORTH	DES. No.: 0600431		
RANGE: 3 EAST	CODE: 5302	KEY No. 29-05-25-000-032.000-015	TAKING = 0.476 AC.

November 15, 2011 3:32:51 PM / DTrueblood

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
<u>EDS # A249-_____________</u>

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

<u>RECITALS</u>

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

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

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

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

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) increased local motor vehicle excise surtax or wheel tax under Ind. Code § 6-3.5; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

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

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

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

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

1. Purpose of this Grant Agreement; Grant Funds.

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

2. Representations and Warranties of the Grantee.

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

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

C. The Grantee certifies by entering into this Grant Agreement that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10.

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

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A.** Modification of the Project shall require prior written approval of the State.

4. Term.

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

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than April 15, 2018. If the Grantee fails to procure a contractor by April 15, 2018, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

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

A. It may use the State funds only for the Project described in **Attachment A**;

B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

   i. must immediately repay all grant funds provided to the State; and

ii. may not participate in the grant program during the succeeding fiscal year.

C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

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

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

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

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than $1 million**. The maximum amount of state funds allocated to the Project is **$670,000**.

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

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

7. Project Monitoring by the State.

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

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

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

8. Audits and Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

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

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

9. Compliance with Laws.

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in Ind. Code § 4-2-6, *et seq*., Ind. Code § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

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

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

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

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

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

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

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

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

10. Drug-Free Workplace Certification.

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification.

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law.

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

14. Nondiscrimination.

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

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

15. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notice to the State, regarding contract provisions shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204

With a copy to:

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

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

Indiana Department of Transportation
32 South Broadway Street
Greenfield, IN 46140

C. Notices to the Grantee shall be sent to:

City of Westfield
2706 East 171st Street
Westfield, IN 46074

16. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6)any exhibit prepared by Grantee.

17. Termination for Breach.

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

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

18. Termination for Convenience.

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

The Rest of this Page Intentionally Left Blank.

Non-Collusion, Acceptance

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

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

Grantee : City of Westfield **Local Unit**

By: ______________________________
Printed Name: ______________________
Title: _____________________________

Date: _____________________________

Attested by: _________________________
Printed Name: ________________________
Title: ______________________________

Date: ______________________________

The State

Indiana Department of Transportation
Recommended by:

____
Travis Underhill, Deputy Commissioner

Date: ___________________________

______________________________ (for)
Joseph McGuinness, Commissioner
Date: ___________________________

Indiana Department of Administration

______________________________ (for)
Jessica Robertson, Commissioner

Date: ___________________________

State Budget Agency

______________________________ (for)
Jason D. Dudich, Director
Date: ___________________________

APPROVED as to form and legality:
Office of the Attorney General

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on July 21, 2017.
FA 17-14

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: 1702546

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

Type of Project: **Road (Pavement) Preservation**

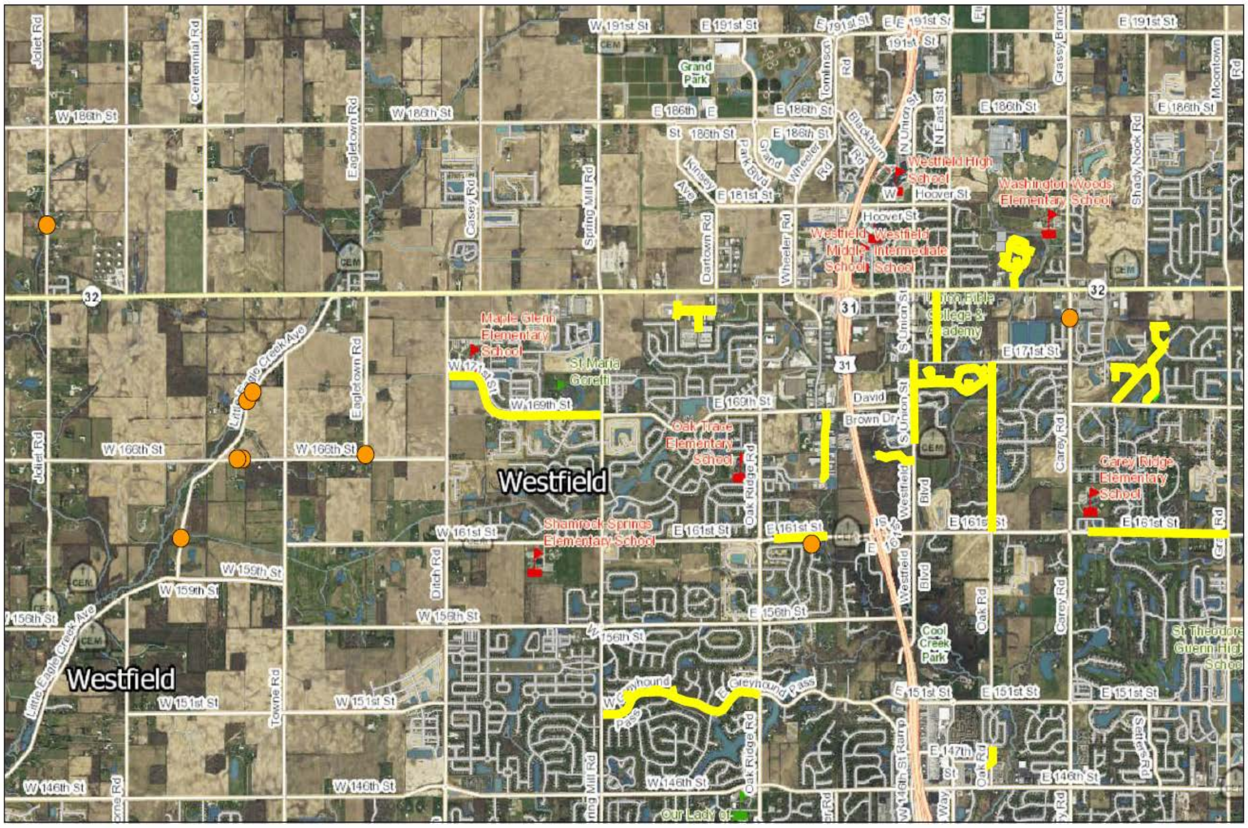
Location: **Multiple locations listed below:**

A general scope/description of the City of Westfield's Priority 1 Project is as follows:

Milling and resurfacing various roads and subdivisions throughout the City of Westfield which includes full depth patching, wedge and leveling, and thermoplastic striping. Locations are as follows:

- 161st Street and Viking Lair Road
- 161st Street (Gray to Adare)
- 169th Street / 171st Street
- 175th Street / Austrian Pine Way / Tiller Court
- Cherry Street
- Greyhound Pass
- Oak Road (161st to 171st)
- Oak Road (147th to Mia Drive)
- Southpark Drive
- Union Street (South St. to Valley Farms)
- Crestview Subdivision
- Emerald Place Subdivision
- The Pines of Westfield Subdivision
- Willow Creek Subdivision
- Woodside Drive
- Little Eagle Creek

2017 Resurfacing and Patching Locations



Yellow - Roads to be resurfaced Orange - Patching Locations

The maximum amount of state funds allocated to the Project is <u>$670,000</u>.

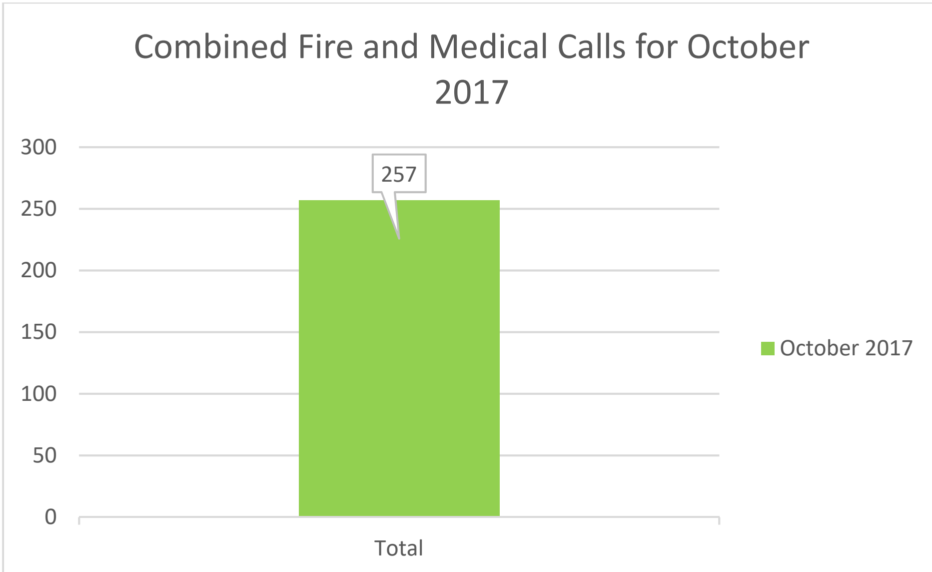
Rainbow Child Care Center, 16060 Spring Mill Depot, Westfield, Indiana
Yarger Engineering Job Number: 20170603
Trip Type Survey
Made By: BWY Date: 8/1/2017
Checked: BWY Date: 9/12/2017

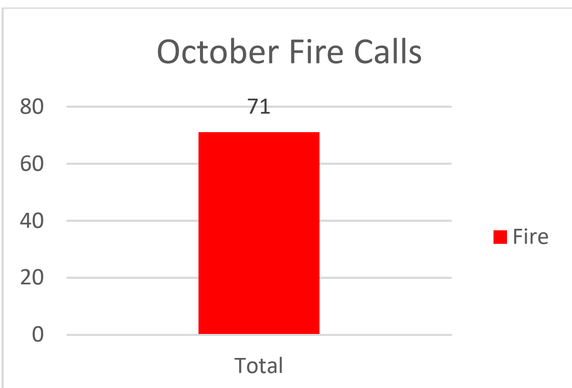
Location		Westfield		Fishers		Castleton		Bownsburg		Greenwood		Southport		Plainfield		Total	Percent	Type
Time of Day		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	361		
Primary		3	4	11	16	4	6	4	4	4	5	3	9	4	5	82	23%	Primary
Pass-by		1	1	13	9	6	6	7	9	7	5	9	8	16	15	112	31%	Pass-by
Diverted	0.5	3	3	5	8	0	0	2	0	1	1	0	0	2	1	26	7%	
Miles	1	3	2	3	2	1	1	1	0	1	1	3	2	3	4	27	7%	
Entering &	2	0	2	3	3	4	2	5	6	0	2	0	0	0	0	27	7%	
Exiting	3	1	1	0	0	0	1	1	2	1	1	0	0	0	0	8	2%	
Combined	4	0	0	1	1	0	0	0	0	0	0	0	1	0	0	3	1%	
	5	1	1	3	2	0	0	4	5	1	0	4	2	2	2	27	7%	
	6	0	0	2	3	0	0	1	0	0	0	0	0	0	0	6	2%	
	7	1	0	1	0	0	0	0	0	0	0	2	0	0	0	4	1%	
	8	2	1	0	0	0	0	0	0	0	0	1	2	0	0	6	2%	
	9	0	0	0	0	0	0	0	0	1	0	0	0	1	1	3	1%	
	10	2	2	3	2	1	0	2	2	1	2	2	1	1	1	22	6%	
	11	1	1	2	1	0	0	0	0	0	0	2	1	0	0	8	2%	
Diverted	Trips	14	13	23	22	6	4	16	15	6	7	14	9	9	9	167	46%	Diverted
Diverted	Total Miles	66.5	54.5	101.5	75	19	8	61	63	28.5	28.5	87	53	33	33.5	712	Total Miles	
Diverted	Average	4.8	4.2	4.4	3.4	3.2	2.0	3.8	4.2	4.8	4.1	6.2	5.9	3.7	3.7	4.26	Average Miles	
Total Answers		18	18	47	47	16	16	27	28	17	17	26	26	29	29	361	Answers	
No Answers		1	1	1	1	1	1	0	0	0	0	0	0	0	0	6	No Answers	
Percentages																Average	Min	Max
Primary %		17%	22%	23%	34%	25%	38%	15%	14%	24%	29%	12%	35%	14%	17%	23%	12%	38%
Pass-by %		6%	6%	28%	19%	38%	38%	26%	32%	41%	29%	35%	31%	55%	52%	31%	6%	55%
Diverted %		78%	72%	49%	47%	38%	25%	59%	54%	35%	41%	54%	35%	31%	31%	46%	25%	78%

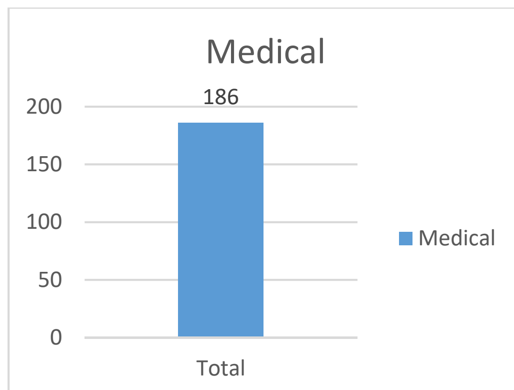
City of Westfield Fire Department
Board of Public Works & Safety Report
October 2017

Contact: Fire Chief
Marcus Reed
Or Nikki Hartman
804-3304

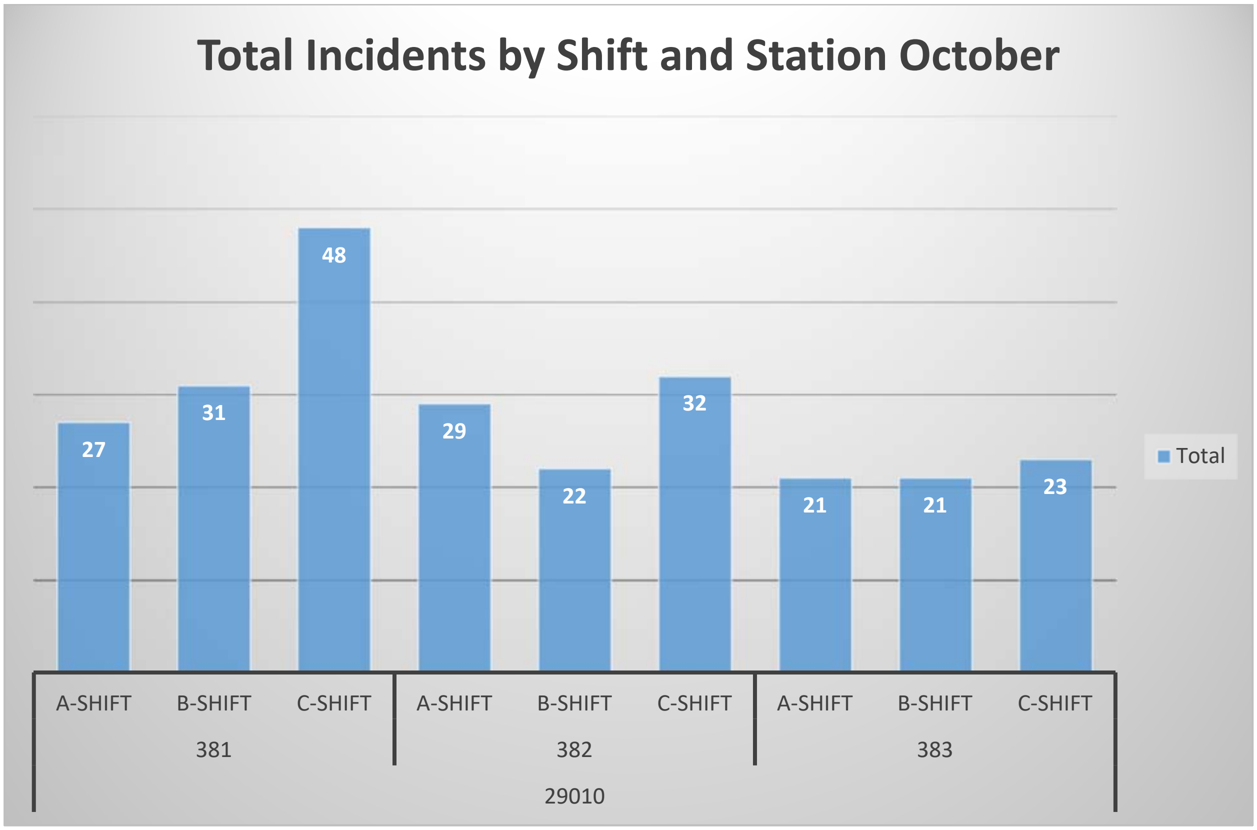
Westfield Fire Department 2017 Incident Statistics

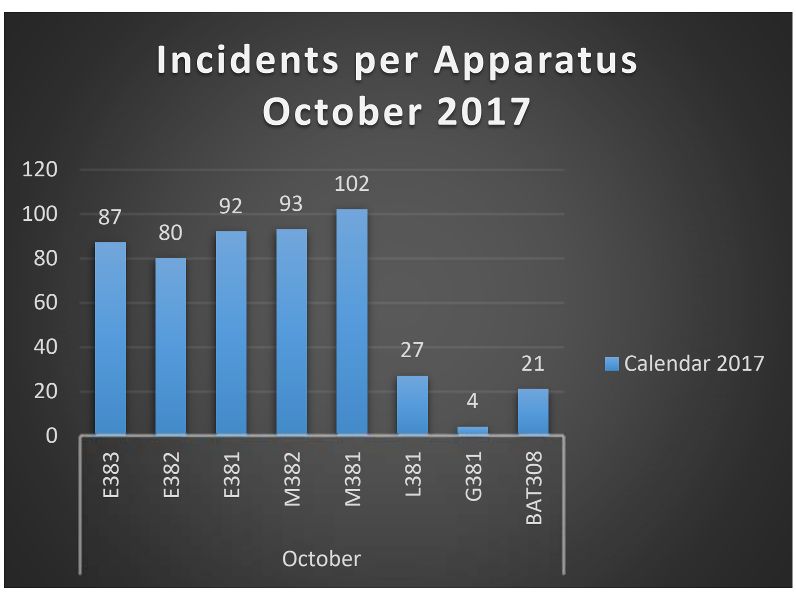






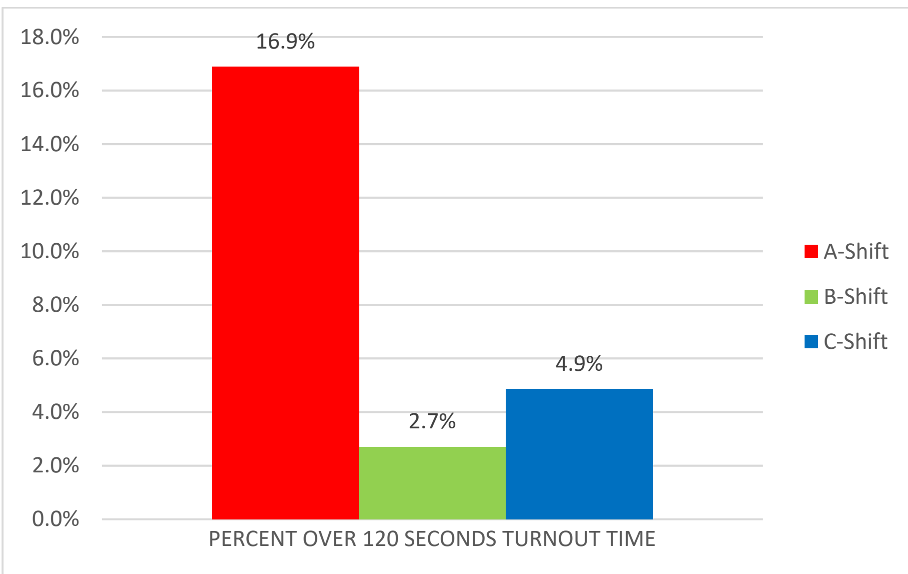
Westfield Fire Department 2017 Incident Statistics





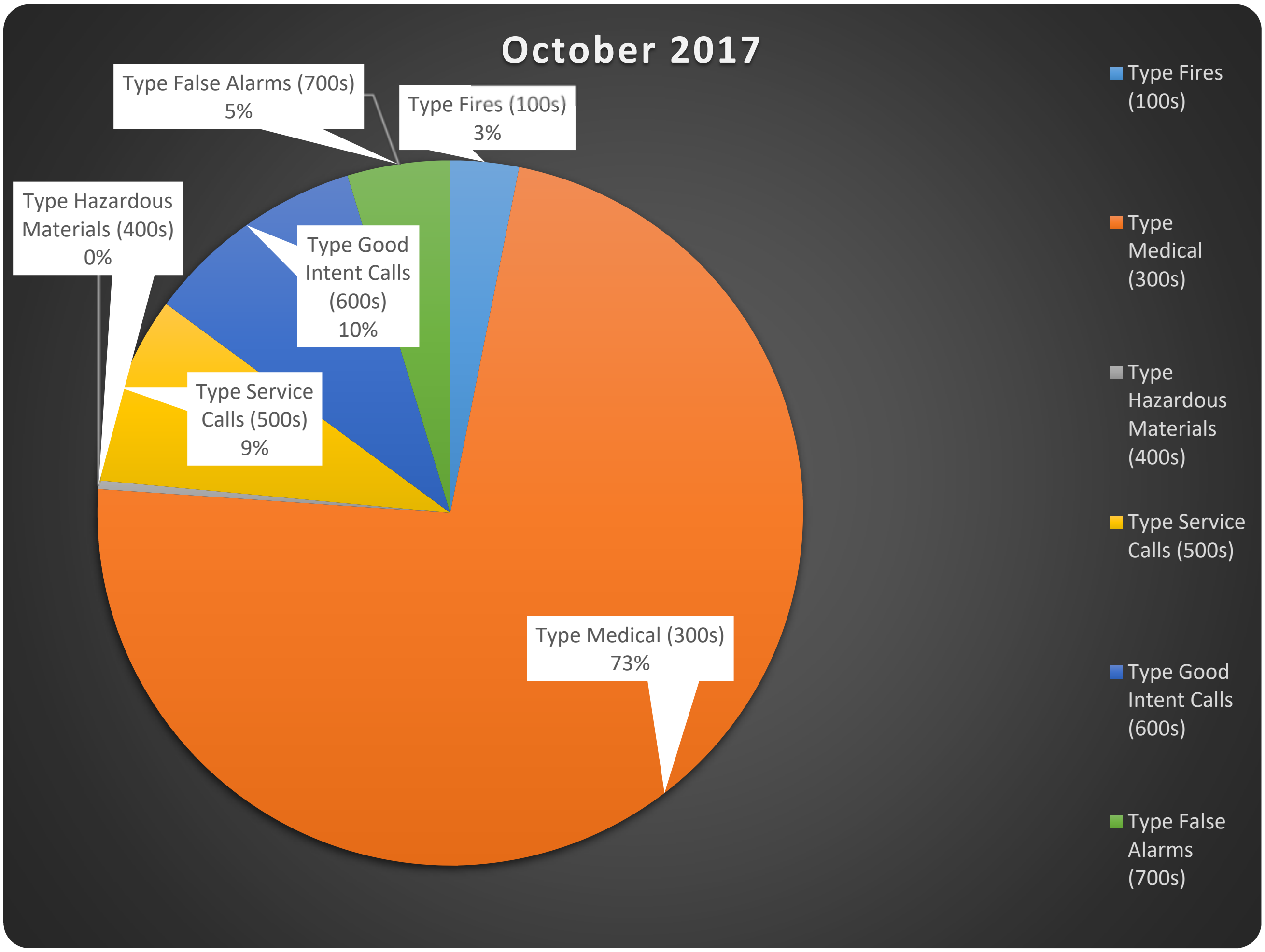
Westfield Fire Department 2017 Incident Statistics

Turnout Times



90th Percentile Turnout Time			
	A-Shift	B-Shift	C-Shift
90 percent of time average	0:02:09	0:01:50	0:01:53
Total Calls	77	74	103
Calls over 120 seconds	13	2	5
% Over Benchmark	16.9%	2.7%	4.9%

Westfield Fire Department 2017 Incident Statistics

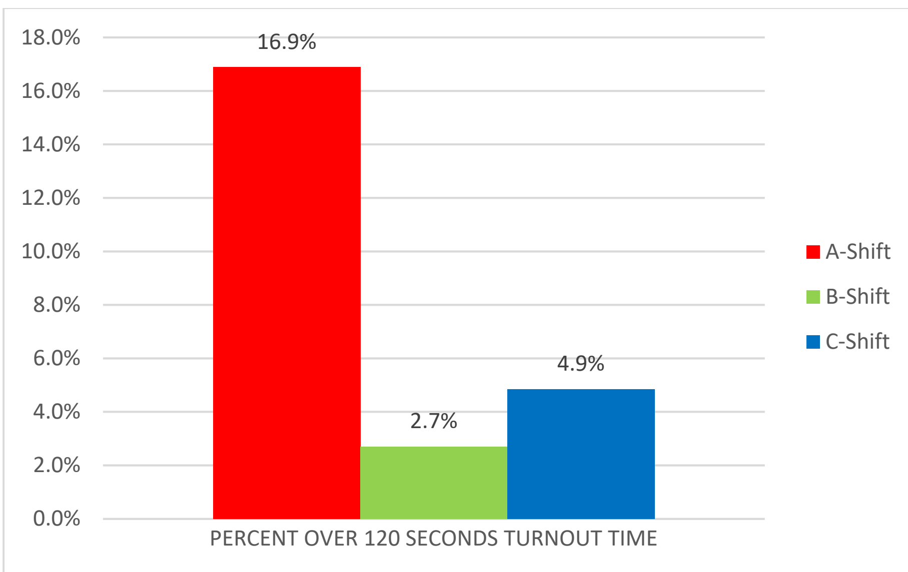


October	257
Fires	8
Medical	186
Hazmat	1
Service Calls	22
Good Intent	26
False Alarms	12

Westfield Fire Department 2017 Incident Statistics

Property Saved

Turnout Times



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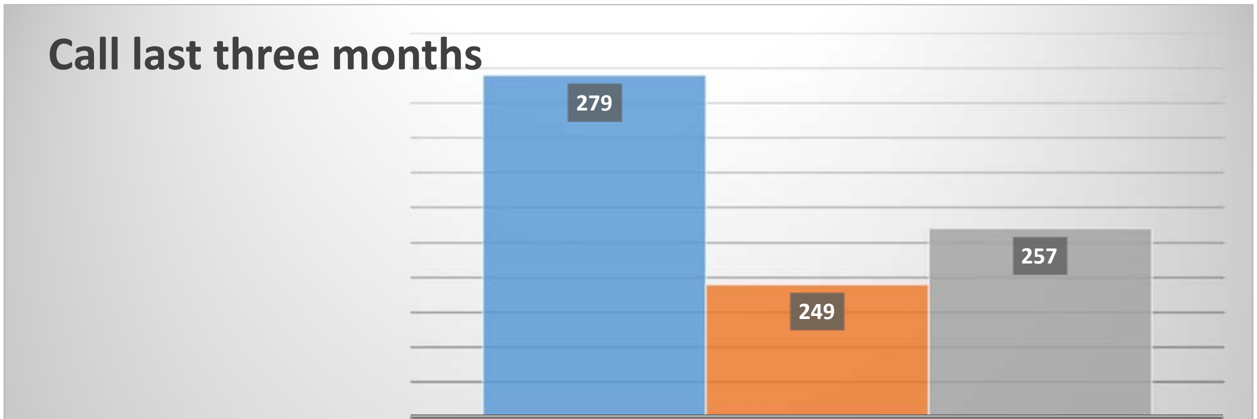
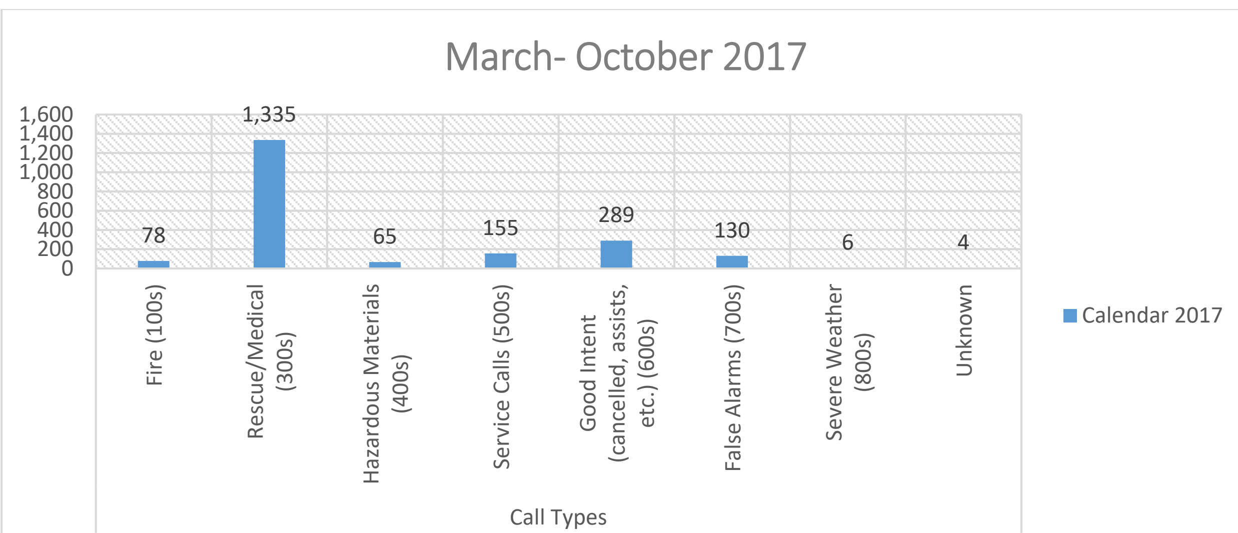
Westfield Fire Department 2017 Incident Statistics

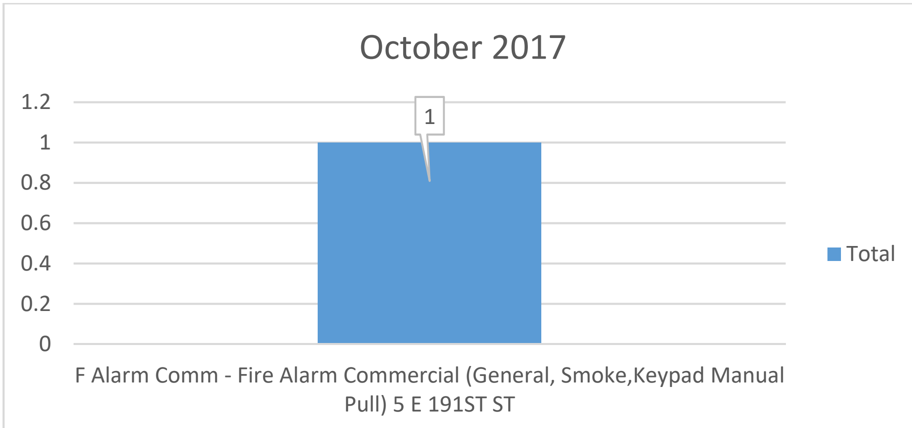


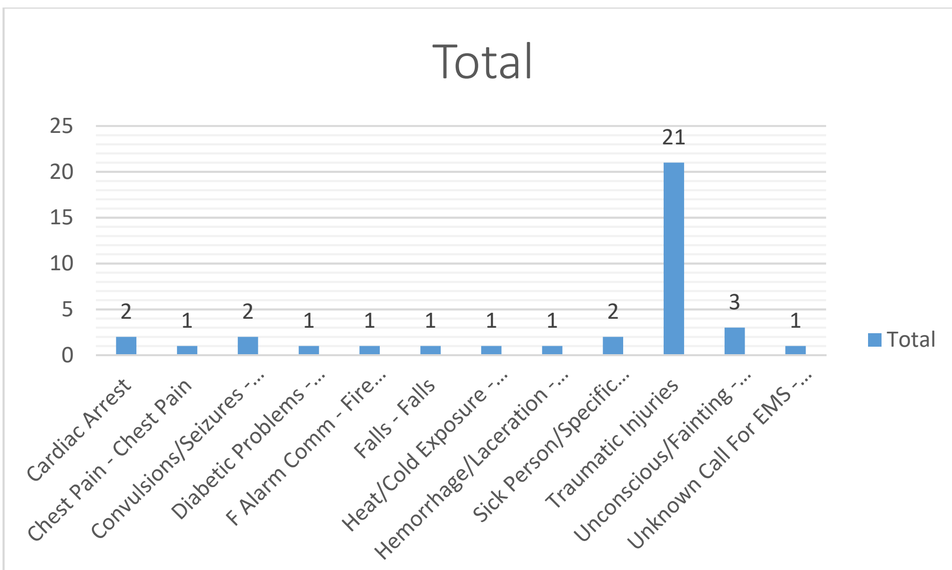
	Total
Calendar 2017 - Quarter 3, 2017 - August 2017	279
Calendar 2017 - Quarter 3, 2017 - September 2017	249
Calendar 2017 - Quarter 4, 2017 - October 2017	257



Westfield Fire Department 2017 Incident Statistics

Grand Park Data

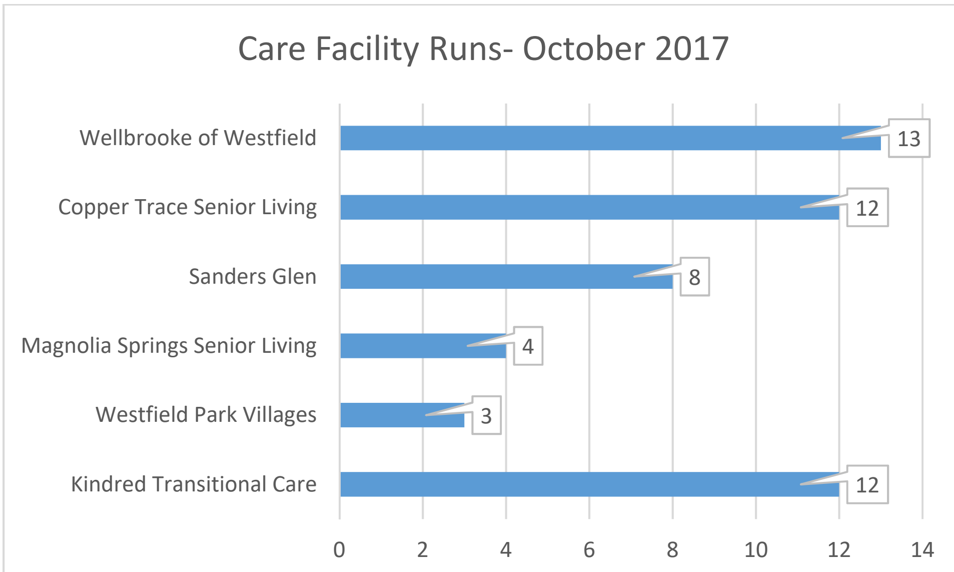


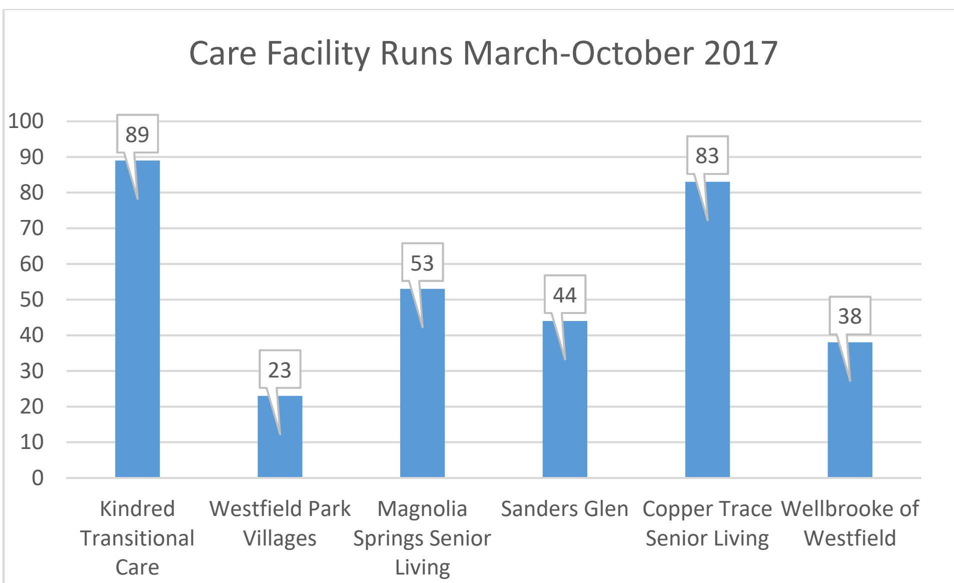


37 runs total

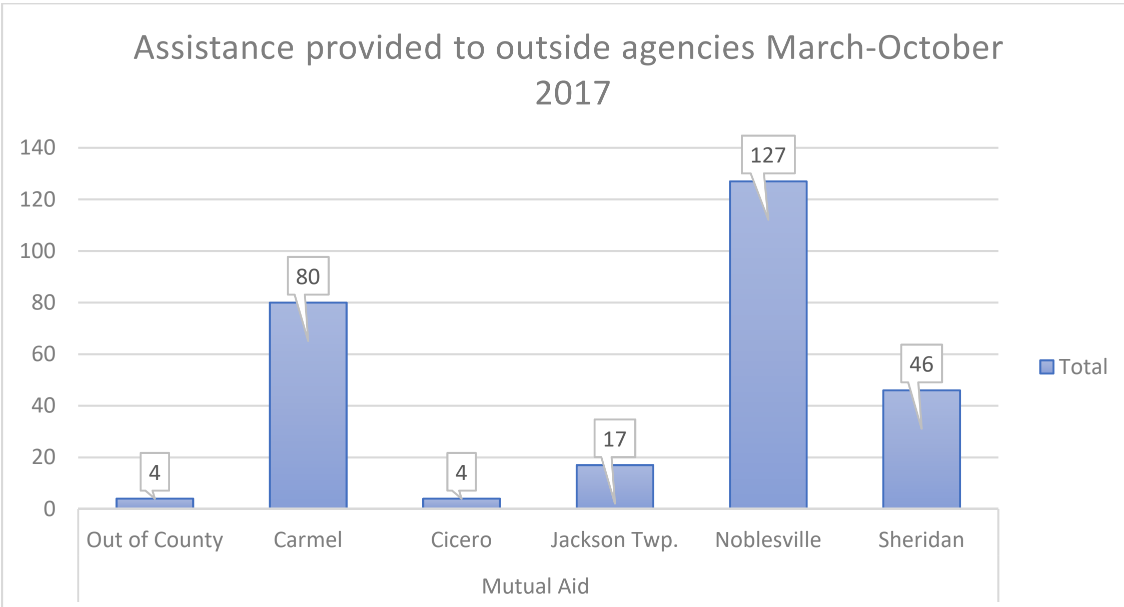
Westfield Fire Department 2017 Incident Statistics

Care Facility





Westfield Fire Department 2017 Incident Statistics



Medical assistance provided to US March -October

Carmel Fire	**19**
Assistance, other	6
Emergency medical services, other	1
Provide advanced life support (ALS)	5
Provide basic life support (BLS)	3
Provide first aid & check for in	2
Transport person	2
Noblesville Fire	**52**
Assistance, other	5
Emergency medical services, other	2
Provide advanced life support (ALS)	28
Provide basic life support (BLS)	12
Provide first aid & check for in	2
Transport person	3
Sheridan Fire	**14**
Emergency medical services, other	1
Provide advanced life support (ALS)	10
Provide basic life support (BLS)	2
Transport person	1
Grand Total	**85**

Westfield Police Department

Monthly Performance Measures Report

Board of Public Works & Safety

October 2017

Table of Contents

WESTFIELD POLICE DEPARTMENT

October 2017

Events by Nature

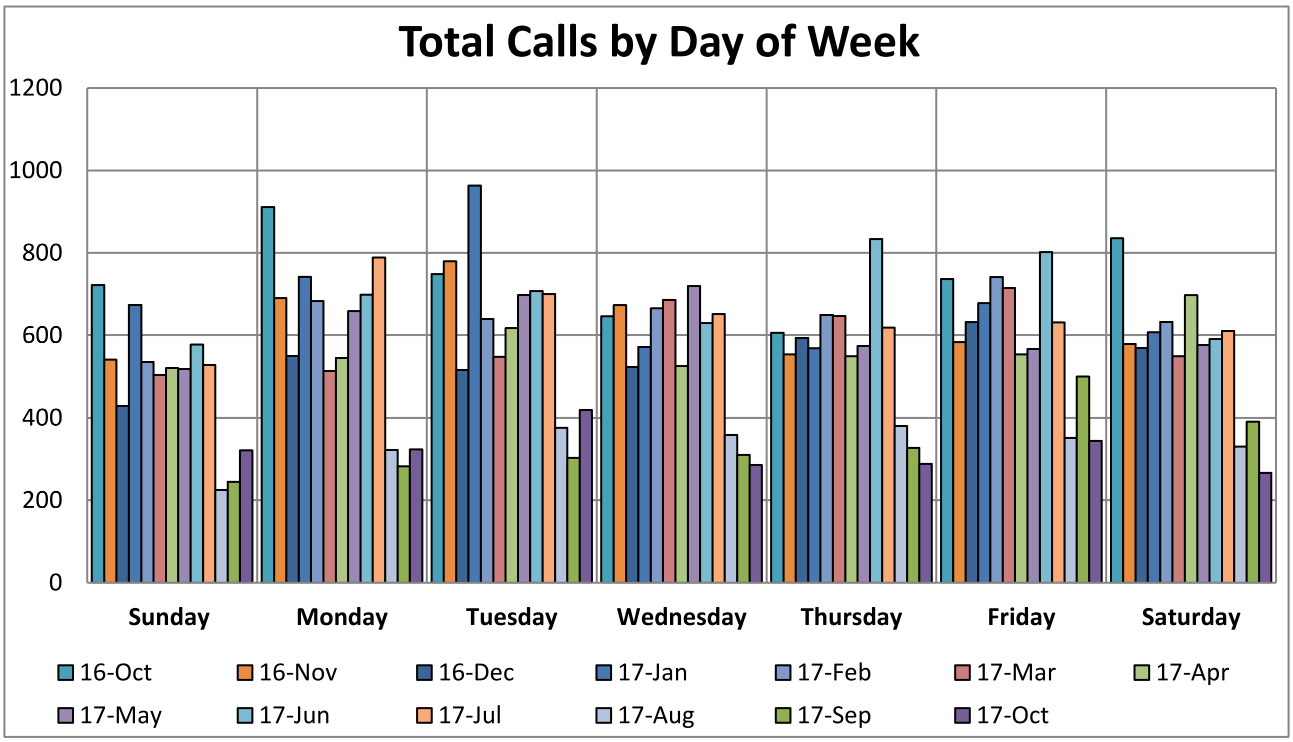
911 Hang Up	**43**	Kidnapping	0
Abandoned Vehicle	6	**Lock Out**	**60**
Abandonment	**1**	Loud Party	3
Abuse / Neglect	2	**Mental Emotional - Violent**	**2**
Accident - Hit & Run	**11**	Mental Person	2
Accident - Other	1	**Miscellaneous**	**6**
Accident - Property Damage	**55**	Missing Person	2
Accident - Personal Injury	4	**New Call**	**4**
Accident - Unknown	**8**	Nuisance	6
Alarm - Other	1	**Ordinance Misc.**	**14**
Alarm - Vehicle	**0**	Parking Complaint	19
Alarm - Burglar	161	**Physical Disturbance**	**17**
Alarm - Hold Up	**18**	Reckless Activity	0
Animal Bite / Attack	7	**Road Rage**	**2**
Animal Complaint	**36**	Robbery	1
Assist Fire	28	**Runaway**	**0**
Assist Other Department	**15**	Security Check	7
Assist Public	26	**Sex Offense**	**2**
Battery	**6**	Shooting	1
Bomb Threat	0	**Special Detail**	**0**
Burglary	**3**	Stabbing	0
Case Follow Up	74	**Suicide**	**0**
Child Seat Inspection	**2**	Suspicious Activity	97
Civil Dispute	15	**Suspicious Package**	**1**
Criminal Mischief	**13**	Test	1
Damage to Property	0	**Theft**	**26**
Death Investigation	**0**	Theft - From a Vehicle	3
Directed Patrol	11	**Theft - of a Vehicle**	**2**
Disturbance	**28**	Threat to Life	6
Driving Complaint	52	**Threatening Suicide**	**12**
Drug Complaint	**7**	Tow Release	2
Escort	0	**Traffic Hazard**	**61**
Fight	**0**	Transport	0
Firearms Shots	3	**Trespassing**	**8**
Found / Lost Property	**8**	Traffic Stop	1089
Found Person	0	**Unknown Call for Police**	**0**
Fraud Prescription	**0**	VIN Check	24
Fraud / Deception	25	**Wanted**	**1**
Harassment	**19**	Warrant Service	20
Intoxicated Person	2	**Weapons Complaint**	**1**
Investigation	**10**	Welfare Check	38
Juvenile Complaint	3	**Total**	**2247**
K9 Detail	**3**		

WESTFIELD POLICE DEPARTMENT

October 2017

Total # of Calls by Day of Week

DAY	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
Sunday	722	541	429	674	536	504	520	518	578	528	225	245	321
Monday	911	690	550	742	683	514	545	658	699	789	322	282	323
Tuesday	748	779	516	963	640	548	617	698	707	700	376	303	419
Wednesday	646	673	523	572	665	686	525	720	630	651	358	310	285
Thursday	606	554	594	568	650	647	549	574	834	619	380	327	288
Friday	737	583	632	678	741	715	554	567	802	631	351	500	344
Saturday	835	579	569	607	633	549	697	576	591	611	330	391	267
TOTAL	5205	4399	3813	4804	4548	4163	4007	4311	4841	4529	2342	2358	2247



WESTFIELD POLICE DEPARTMENT

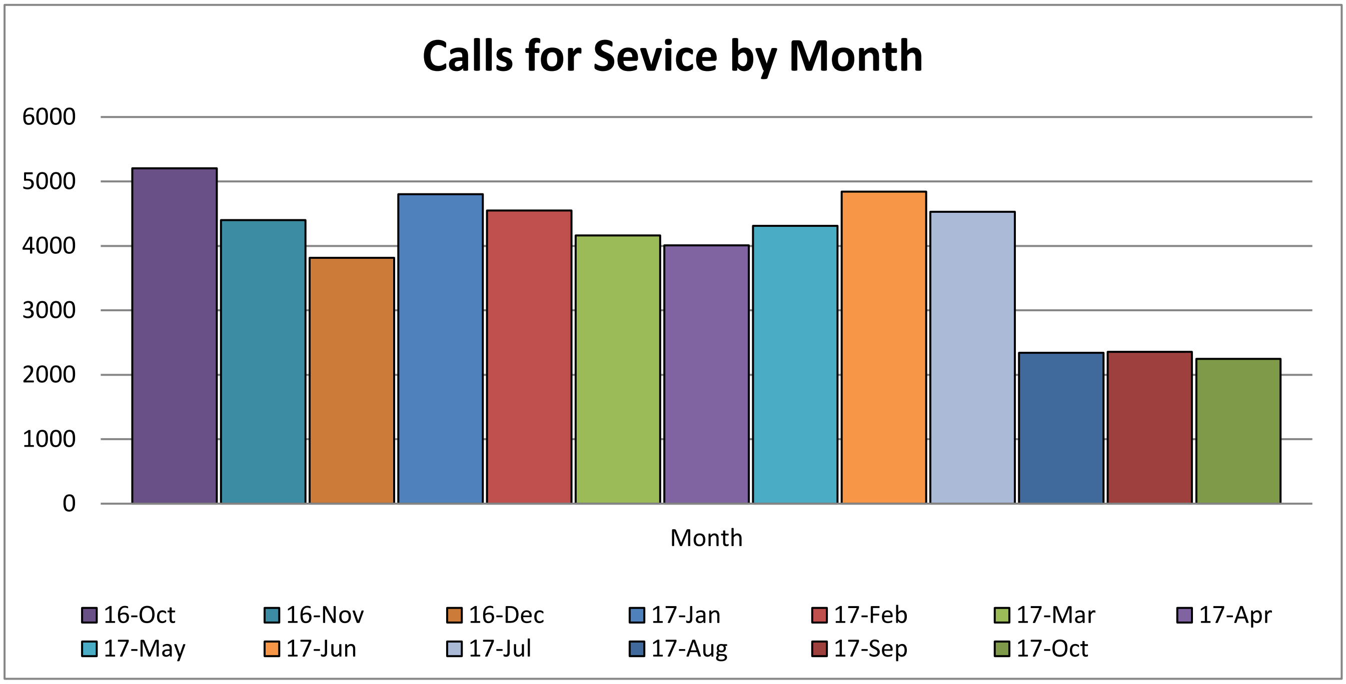
October 2017

Total # of Calls by Hour of Day

HOUR	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
0	258	197	182	237	209	174	159	182	158	156	101	100	93
1	262	256	182	280	215	201	143	181	153	139	49	69	53
2	204	191	131	198	222	154	139	138	180	143	34	49	40
3	211	168	116	139	172	171	116	124	129	114	25	34	35
4	137	94	91	144	146	140	89	152	121	105	27	25	31
5	218	174	117	238	255	225	185	181	197	221	22	18	16
6	247	183	162	287	294	238	184	245	278	255	54	35	35
7	246	211	226	219	232	269	240	207	255	190	97	110	102
8	223	173	176	166	191	184	223	215	290	223	119	133	149
9	193	170	147	151	145	150	175	168	249	207	93	111	132
10	242	235	208	169	196	229	243	238	278	260	132	169	172
11	166	169	160	124	131	142	151	152	178	200	99	104	123
12	156	163	115	132	151	164	148	158	177	183	132	106	105
13	206	175	179	220	154	193	201	185	216	196	161	145	130
14	193	213	155	219	184	170	221	186	226	228	152	131	140
15	181	179	143	169	172	156	196	179	206	199	122	142	125
16	130	134	112	147	142	136	143	156	189	153	111	127	95
17	177	125	139	138	149	122	137	174	224	152	111	96	81
18	350	323	291	332	258	205	211	243	246	267	123	114	112
19	326	271	211	285	228	197	192	201	214	211	112	121	108
20	178	136	131	120	124	96	70	120	123	115	87	85	79
21	188	87	93	150	128	111	85	128	119	148	105	82	75
22	229	175	162	279	191	163	165	199	192	248	145	123	109
23	284	197	184	261	259	173	191	199	243	216	129	129	107
TOTAL	**5205**	**4399**	**3813**	**4804**	**4548**	**4163**	**4007**	**4311**	**4841**	**4529**	**2342**	**2358**	**2247**

WESTFIELD POLICE DEPARTMENT

October 2017



WESTFIELD POLICE DEPARTMENT

October 2017

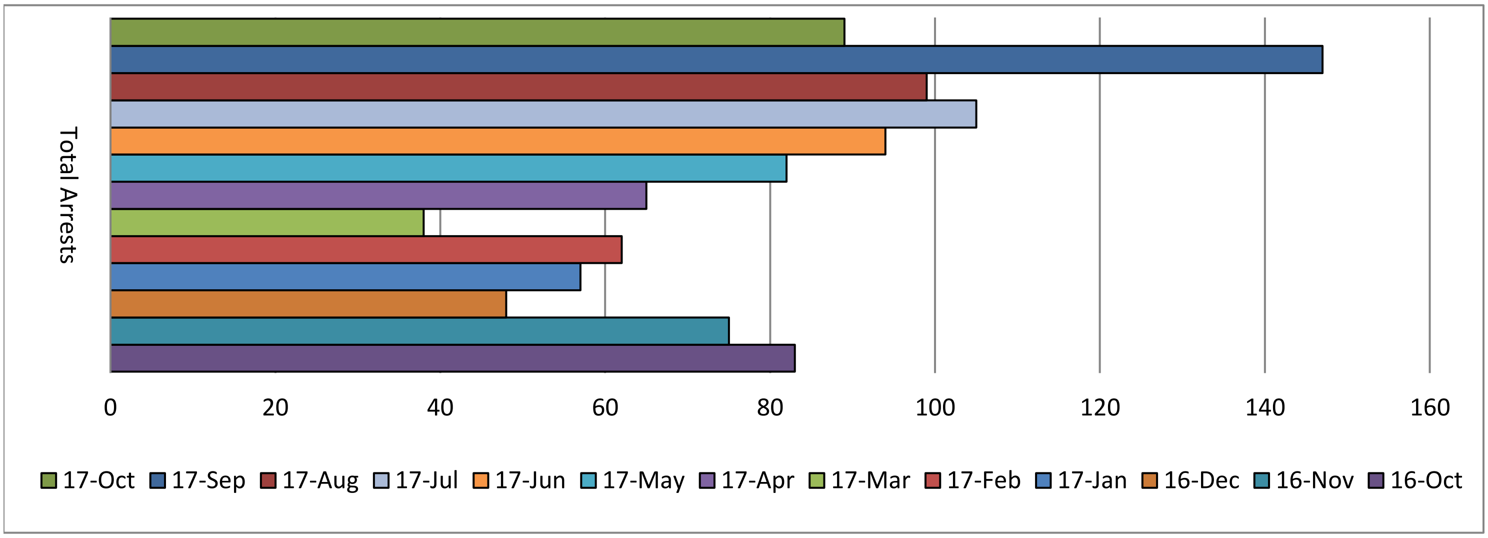
UCR OFFENSES

OFFENSE	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	1	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	0	0	0	0	0	0	1	-1
Robbery	0	1	0	3	0	0	1	0	1	0	0	2	1
Battery - Aggravated	6	1	1	2	4	1	1	3	1	0	0	0	0
Battery - Simple	10	22	18	11	9	13	14	20	10	12	11	15	12
Burglary	0	1	1	7	2	4	0	0	3	0	1	3	0
Theft	31	36	18	33	25	27	18	32	33	37	41	24	17
Motor Vehicle Theft	1	1	1	2	0	2	3	2	0	1	3	0	1
TOTAL	49	62	40	58	40	47	37	57	48	50	56	45	30

WESTFIELD POLICE DEPARTMENT

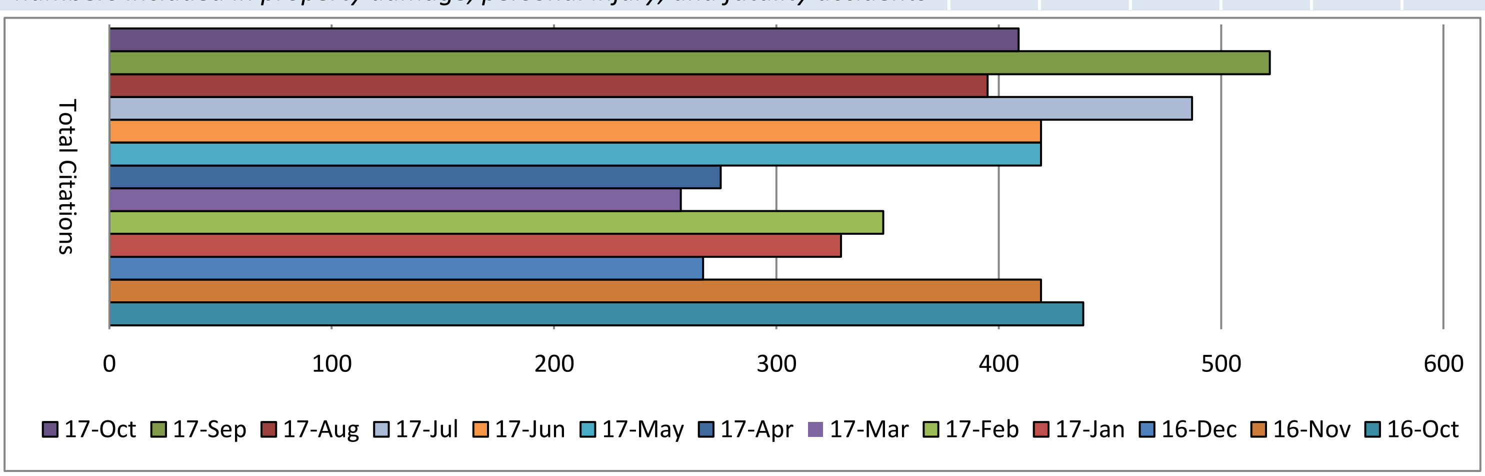
October 2017

Arrest Reports Taken	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
Alcohol/ Drug Related	33	32	15	21	35	17	26	17	20	26	23	26	16
Felony Charges	20	27	20	24	21	17	23	12	7	11	13	16	7
Misdemeanor Charges	106	98	57	75	79	35	106	81	101	114	86	131	82
Total Arrests	83	75	48	57	62	38	65	82	94	105	99	147	89



Traffic	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
Total Citations	438	419	267	329	348	257	275	419	419	487	395	522	409
Total Written Warnings	1112	932	867	947	1059	476	757	937	1070	1135	1125	1113	1084
Total Traffic Accidents	**65**	**59**	**94**	**74**	**50**	**47**	**57**	**51**	**65**	**51**	**61**	**58**	**49**
Property Damage	54	50	77	65	41	41	50	43	59	44	48	51	44
Personal Injury	11	9	16	9	9	6	7	8	6	7	9	7	5
Fatality	0	0	1	0	0	0	0	0	0	0	0	0	0
*Hit and Run**	*8*	*5*	*13*	*9*	*11*	*6*	*7*	*6*	*5*	*5*	*4*	*5*	*6*

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

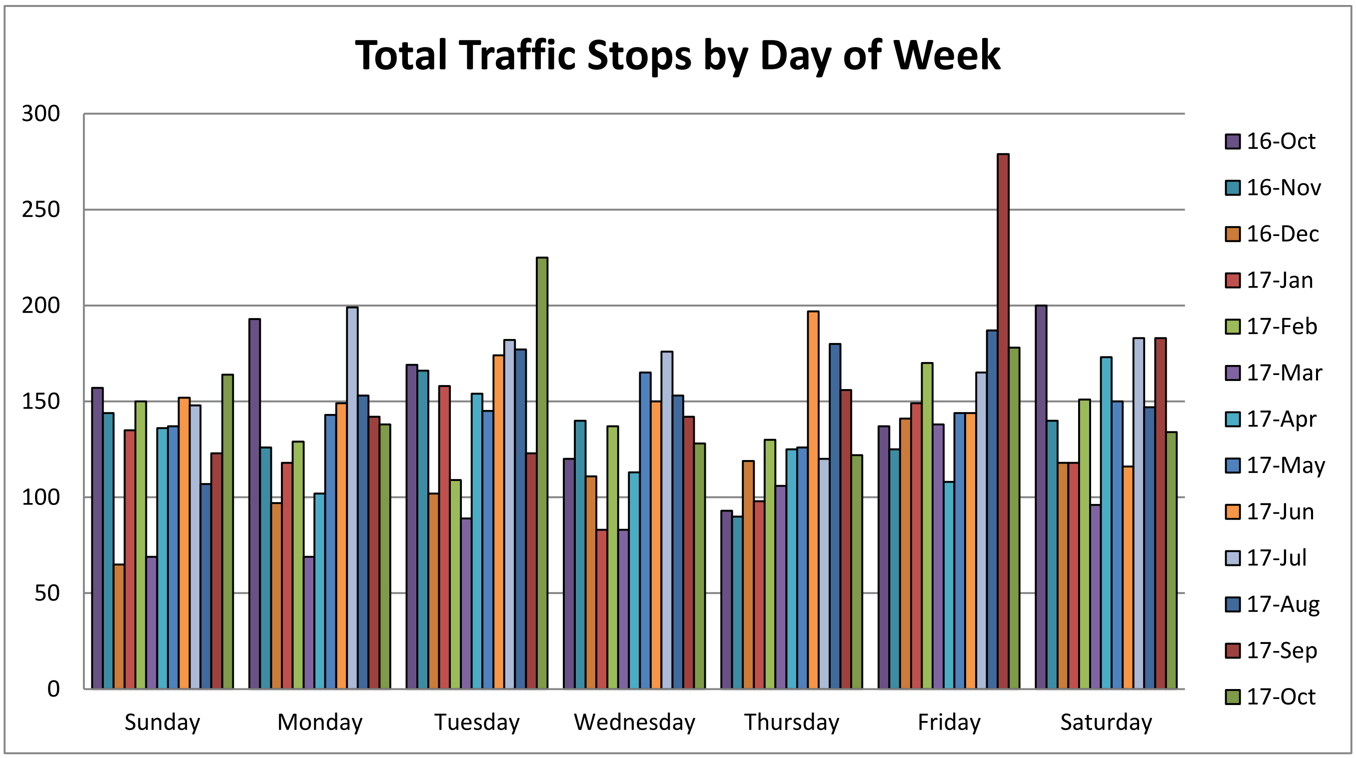


WESTFIELD POLICE DEPARTMENT

October 2017

Traffic Stops by Day of Week

Day:	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
Sunday	157	144	65	135	150	69	136	137	152	148	107	123	164
Monday	193	126	97	118	129	69	102	143	149	199	153	142	138
Tuesday	169	166	102	158	109	89	154	145	174	182	177	123	225
Wednesday	120	140	111	83	137	83	113	165	150	176	153	142	128
Thursday	93	90	119	98	130	106	125	126	197	120	180	156	122
Friday	137	125	141	149	170	138	108	144	144	165	187	279	178
Saturday	200	140	118	118	151	96	173	150	116	183	147	183	134
TOTAL	**1069**	**931**	**753**	**859**	**976**	**650**	**911**	**1010**	**1082**	**1173**	**1104**	**1148**	**1089**



WESTFIELD POLICE DEPARTMENT

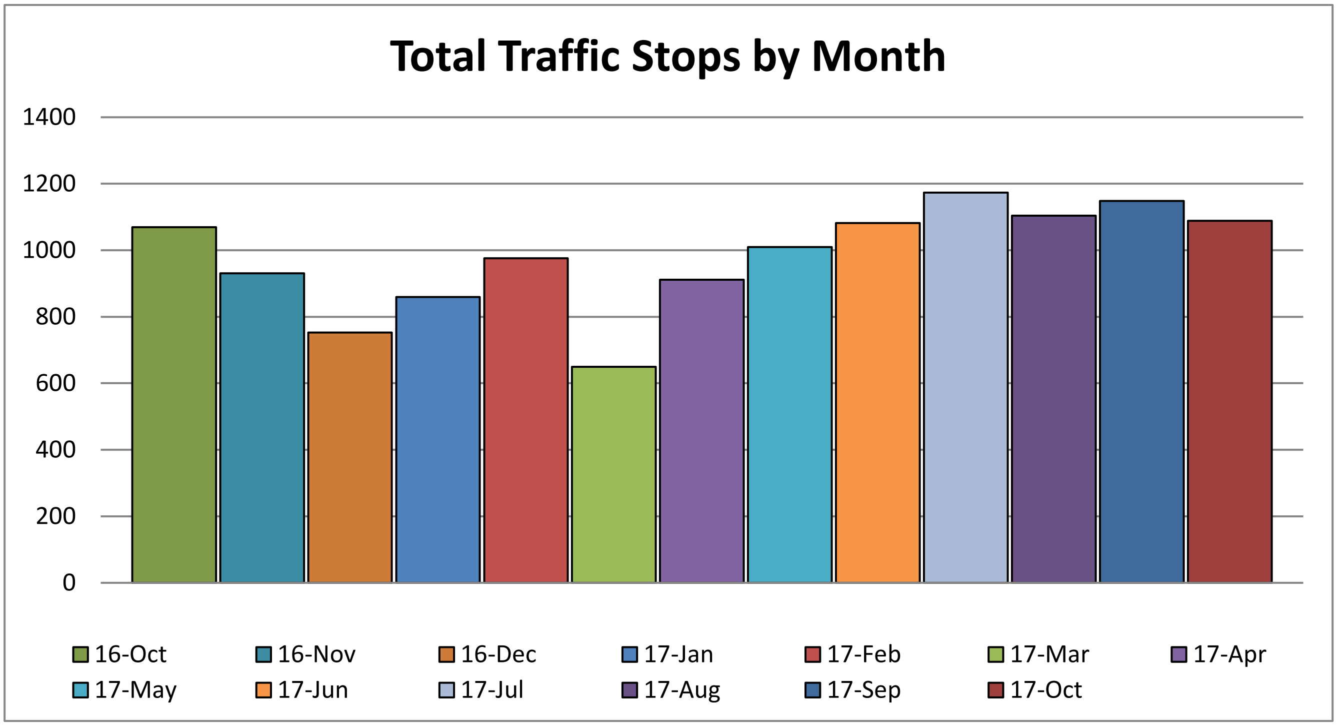
October 2017

Traffic Stops by Hour of the Day

Hour:	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct
0	57	54	43	42	40	32	46	53	57	50	67	71	60
1	39	49	23	24	35	17	29	40	25	32	31	47	30
2	23	27	11	15	18	12	14	29	22	24	15	30	21
3	19	20	1	9	15	9	10	12	18	11	11	16	21
4	20	11	3	7	6	5	10	8	10	6	6	8	13
5	11	12	2	9	6	5	3	4	2	1	6	3	2
6	22	11	11	19	17	7	22	29	21	39	28	17	19
7	50	48	31	49	59	34	59	65	78	52	63	67	72
8	56	32	45	44	62	47	52	73	108	75	69	79	93
9	48	50	35	41	55	30	50	52	105	76	54	53	66
10	79	68	64	48	80	64	91	83	89	93	65	92	85
11	53	40	31	26	50	34	53	44	42	61	35	45	57
12	31	42	33	31	53	38	58	32	43	45	48	45	37
13	67	43	44	70	48	50	65	51	52	73	86	66	59
14	45	63	46	66	44	38	54	54	53	74	77	68	59
15	44	38	32	40	34	18	48	36	45	51	40	59	56
16	31	16	20	27	22	14	22	22	43	23	51	48	26
17	23	13	12	19	22	12	24	31	38	25	31	17	19
18	61	70	69	64	61	27	34	58	56	82	49	49	38
19	67	58	59	47	47	37	42	53	46	67	43	56	58
20	37	27	31	23	27	9	11	29	13	23	29	26	34
21	50	13	17	28	44	18	9	17	14	24	44	26	28
22	63	58	40	74	60	48	40	58	46	94	83	78	63
23	73	68	50	37	71	45	65	77	56	72	73	82	73
TOTAL	**1069**	**931**	**753**	**859**	**976**	**650**	**911**	**1010**	**1082**	**1173**	**1104**	**1148**	**1089**

WESTFIELD POLICE DEPARTMENT

October 2017



Westfield Police Department
Community Events
October 2017

10/3 Westfield Washington Township Parks and Safety First Program – Officer Larrison

10/10 Coffee with a COP

10/10 Monon Trails Elementary School Fall Festival

10/10 Applebee's Fund Raiser for Lt. Aaron Allan

10/23 Cub Scout Police Department Tour

10/26-27 Primrose School at WestClay PD Tour – Lt. Gorrell and Officer Nichols

10/28 Trunk N Treat

Westfield Police Department
Monthly Training Summary
October 2017

10/2-5 State Mandates/Legal Updates – Departmental Training

10/5 Monthly K-9

10/16-20 Enhanced Incident Management / Unified Command – Sgt. Carter

10/23-27 ESU Weeklong

10/30-11/3 PSLI Module 4 – Officer Swiatkowski

ROAD IMPACT FEE INSTALLMENTAGREEMENT

Cross Referenced to Instrument No.

Southpark, LLC (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate**: See attached Exhibit A (the "Real Estate").

Address: 16462 Southpark Drive, Westfield, IN 46074

Parcel No: 09-09-12-00-00-001.000

Section 2. **Improvement Location Permit No.**: 17-C-012-872 (the "ILP").

Builder/Contractor: Design and Build Corporation

Section 3. **Statement of Terms**:

A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **$34,081.00** on June 12, 2017, attached hereto as **Exhibit B** (17-RIFA-11) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.

B. The Applicant desires to provide the Commitments with the understanding that if the amount of the Assessed Road Impact Fee is adjusted downward by agreement or otherwise, then the balance due under the Commitments shall be reduced according to such reduction.

C. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein, subject to adjustment if the Assessed Road Impact Fee is reduced.

D. Prior to the issuance of the ILP, the Applicant agrees to tender $5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.

E. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning December 1, 2018, and every year thereafter, in accordance with the following:

Issuance of ILP:	$5,000.00
December 1, 2018:	$9,693.66
December 1, 2019:	$9,693.67
December 1, 2020:	$9,693.67
Total Road Impact Fee:	**$34,081.00**

F. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. **Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording:**

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

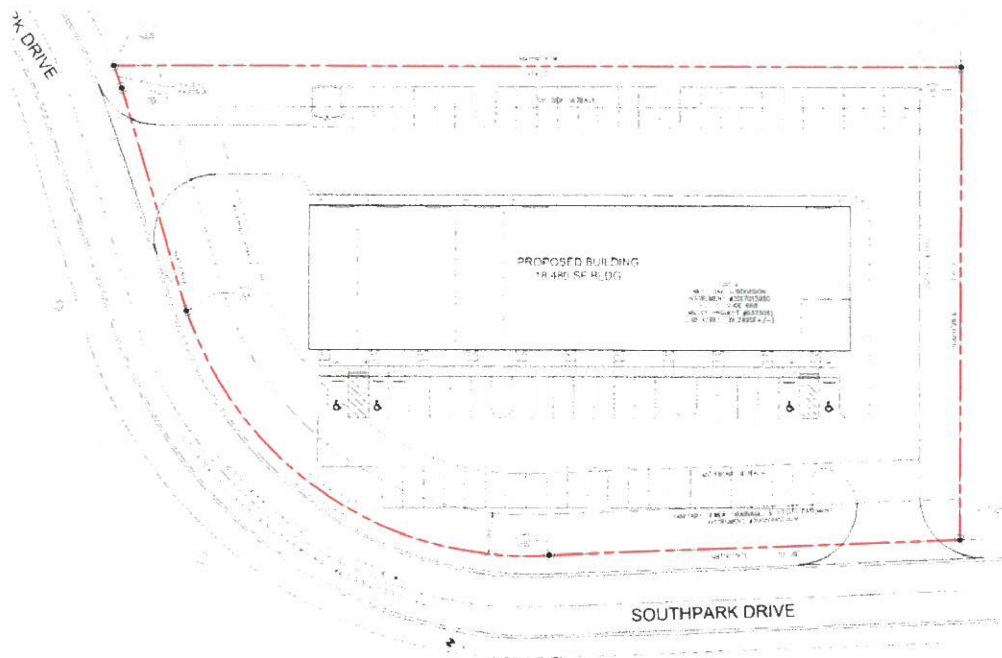
Section 7. **Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

Exhibit A

Real Estate



ALTA/ACSM Land Title Survey prepared by Miller Surveying, Inc. having Job #B37305.

LEGAL DESCRIPTION:

LOT 4 IN THE REPLAT OF LOTS 1B & 1C OF THE REPLAT OF LOT 1, WEST OAK SUBDIVISION, AN ADDITION TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF DATED APRIL 11, 2017, AND RECORDED APRIL 13, 2017, AS INSTRUMENT 2017015980, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 17-RIFE-11
Assessment Request Date: 06/08/17
Assessment Date: 06/12/17
Assessment Performed by: Amanda Rubadue
(I.C. 36-7-4-1321 and City Ordinance No. 12-13)

CITY OF Westfield INDIANA

Property Information:			
Property Description:	**Applicant Information:**		
Parcel: 09-09-12-00-00-001.000	Name:	Southpark, LLC (Craig Kaiser)	
Address: 16462 Southpark Drive	Address:	12401 Old Meridian Street	
Westfield, Indiana 46074		Carmel, IN 46032	
Westoak PUD	Contact:	317.844.1131	ckaiser@mibor.net

Development Information:

Existing:	**Proposed:**
Undeveloped/Vacant	12,560 sq. ft. warehousing/distribution building
Westoak Planned Unit Development (PUD) District	6,280 sq. ft. general office

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:	Warehousing (150)				
Independent Variable:	12,560	Sq. Ft. GFA			
Weighted Trip Average:	3.56	per	1,000	Sq. Ft. GFA	(average weekday 24-hour trip rate)

Land Use Code:	General Office Building (710)				
Independent Variable:	6,280	Sq. Ft. GFA			
Weighted Trip Average:	11.03	per	1,000	Sq. Ft. GFA	(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:

	Sq. Ft. GFA		Variable		Trip Average			
Trips:	12,560	/	1,000	x	3.56	=	44.71 24-hour trips	
	6,280	/	1,000	x	11.03	=	69.27 24-hour trips	
					Total trips		113.98 24-hour trips	
Pass-by Trips:			Average pass-by trip percentage.				0% pass-by trip reduction %	(destination use)
							0.00 pass-by trips	
Credits:			No structure demolition is proposed				0.00 structure demolition credits	
					Total net trips:		**113.98 24-hour trips**	

Road Impact Fee: $ 299 per trip (effective 01/01/2017 through 12/31/2017)

Road Impact Fee Assessment:						**Total Road Impact Fee:**
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
113.98	x $ 299	= $ 34,081	- $ -	- $ -	=	$ 34,081

	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.

Southpark, LLC (the "Property Owner")

By:______________________

Printed Name:

Title: MEMBER / OWNER

Date: 11-10-17

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

Sheree L Campbell

SIGNATURE OF NOTARY PUBLIC

State of IN., County of Hamilton, SS:

Subscribed and Sworn before me this 10th day of Nov., 2017

Printed Name of Notary Public Sheree L. Campbell

My Commission Expires 4-6-2025

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

Prepared by: Brian J. Zaiger, Krieg DeVault, LLP
12800 North Meridian
Street Suite 300
Carmel, IN 46032

Board of Works
Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer
Cindy J. Gossard

Memorandum

To: Westfield Board of Public Works & Safety

Date: November 15, 2017

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

We have completed our annual crack seal application. Focus has shifted to winter weather preparation, shoulder grading, tree trimming/removal and pothole patrol at various locations throughout the city.

Park Maintenance

Parks are being winterized and prepared for winter.

Notable changes since 10/25/17

1. Westfield Boulevard Extension (West Access Rd.)

Project is substantially complete. We are actively working on the punch list and completion of the 156th Street trail connection.

2. Ditch Road Extension

Project is substantially complete. We are actively working on finishing the punch list.

Public Works Department

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

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

3. 186th and Spring Mill Roundabout

This is a federally funded intersection improvement project located at the intersection of 186th and Spring Mill Rd. Closure and construction has commenced. The RAB portion of the project will be open this year and the remainder of the project will complete in spring/summer of 2018.

4. Monon 7

This is a trail connection project, which extends the Monon trail from 191st to 216th. This is the final piece of trail, which will connect Westfield to Sheridan. Construction is expected to begin in fall/winter of 2017.

5. Towne Road from 156th Street to 166th Street

This project is for sight distance improvements, roadway widening and three culvert replacement projects on Towne Road from 156th to 166th Streets. This project is INDOT funded and is set to begin construction in October. This is a 12 month construction project and utility relocation have started.

Other Notable Projects

1. Westfield Boulevard Connector (South Poplar Extension)

   - Des. No. awarded from INDOT
   - Funding has been awarded by INDOT
   - Project is currently under design and is on track to begin in summer of 2018.

2. Monon 5

   This is the Monon grade separation project that will construct the Monon bridge over SR 32. This is a federally funded project that is on track to begin construction in summer of 2018.

3. Ditch Road South Extension

   This project will extend the Ditch Rd. improvements south of SR32 to 171st street. Project includes added turn lanes and reconstruction of Ditch Rd. south.

Public Works Department

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

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

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

Rainbow Rascals IN – Westfield LLC (the "Property Owner") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate**: See attached **Exhibit A** (the "Real Estate").

Address: 16060 Spring Mill Depot Drive, Westfield, IN 46074

Parcel No: 08-09-10-00-00-017.000

Section 2. **Improvement Location Permit No.**: 17-C-001-271 (the "ILP").

Builder/Contractor: 814 Development (the "Applicant")

Section 3. **Statement of Terms**:

A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Property Owner. In accordance with City Ordinance 12- 13, the City assessed a road impact fee of **$170,251.00** on May 5, 2017, attached hereto as **Exhibit B** (17-RIFA-03) (the "Original Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.

B. Pursuant to the original approved Road Impact Fee Installment Agreement ("Old Agreement") dated June 28, 2017, the Property Owner desires to provide documentation to reduce the assessment based on Pass-By and Diverted Link trips. The documentation was provided as a traffic survey (the "Study") dated September 12, 2017, attached hereto as **Exhibit C** to the City on September 14, 2017. The City reviewed the Study and is agreeable to a 50% reduction of the Assessed Road Impact Fee, amounting to a new Assessed Road Impact Fee of $85,125.00, attached hereto as **Exhibit D.**

C. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.

D. Per the Original Agreement, prior to the issuance of the ILP the Applicant paid $8,512.55. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning May 1, 2018, and every year thereafter, in accordance with the following:

May 1, 2018:	$15,322.49
May 1, 2019:	$15,322.49

May 1, 2020:	$15,322.49
May 1, 2021:	$15,322.49
May 1, 2022:	$15,322.49
***Total Road Impact Fee:**	**$76,612.45 (balance)**

* $85,125.00 (total) minus $8,512.55 (paid) = $76,612.45 (balance)

E. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. **Binding on Successors and Assigns**:

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date**:

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording**:

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. **Enforcement**:

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

Rainbow Rascals – Westfield LLC (the "Property Owner")

By:____________________________

Printed Name:

Title: ___________________________

Date: ___________________________

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

____

SIGNATURE OF NOTARY PUBLIC

State of____________, County of___________, SS:

Subscribed and Sworn before me this_____day of_________, 20 .

Printed Name of Notary Public ______________________________

My Commission Expires___________________________________

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

Prepared by: Brian J. Zaiger, Krieg DeVault, LLP
12800 North Meridian
Street Suite 300
Carmel, IN 46032

<u>Exhibit A</u>

Real Estate

Legal Description

Part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana described as follows:

Commencing at the Northwest Corner of said Quarter Section; thence South 00 degrees 12 minutes 11 seconds West along the west line of said Quarter Quarter Section 75.01 feet; thence North 89 degrees 27 minutes 08 seconds East 328.22 feet to the Point of Beginning of the herein described parcel; thence continuing North 89 degrees 27 minutes 08 seconds East 295.03 feet; thence South 00 degrees 12 minutes 11 seconds West parallel with said west line 295.28 feet; thence South 89 degrees 27 minutes 08 seconds West 295.03 feet; thence North 00 degrees 12 minutes 11 seconds East parallel with said west line 295.28 feet to the Point of Beginning containing 2.00 Acre more or less.

Exhibit B

Original Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

CITY OF **Westfield** INDIANA

Assessment Date: 5/5/2017
Calculations Performed by: Pam Howard
(I.C. 36-7-4-1321 and City Ordinance No. 12-13)

Property Information:			
Property Description:			**Applicant:**
Parcel:	08-09-10-00-00-017.000	Name:	Amy Labudie, 814 Development
Address:	16060 Spring Mill Depot Drive	Address:	1742 Crooks Road
	Westfield, Indiana 46062		Troy, MI 48084

Development Information:
Proposed:
10,782 square foot daycare facility
130 students

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:	Day Care Center (565)		
Independent Variable:	130	Students	
Weighted Trip Average:	4.38	per student	(average weekday 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.

Redevelopment:
If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

	Variable		Trip Average		
Trips:	130	x	4.38	=	569.40 24-hour trips

Road Impact Fee: $299 per trip (effective 01/01/2017 through 12/31/2017)

Road Impact Fee Assessment:

24-hour trips		fee per trip		road impact fee		pass-by trip discount		existing structure credits		Road Impact Fee Due:
569.40	x	$299	=	$ 170,251	-	0.00	-	0.00	=	$ 170,251

X	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.
	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.

Exhibit C

Traffic Survey

1 Cor. 10:31
...whatever you do,
do it all for the glory of God.

Mr. Reed Fenton
Principal
814 Development
1742 North Crooks Road
Troy, Michigan 48084

September 12, 2017

Re: Pass-by and Diverted Link Survey
Rainbow Child Care Center
16060 Spring Mille Depot Drive
Westfield, Indiana 46032
Yarger Engineering Job Number: 20170603

Dear Mr. Fenton:

Per your request, we have completed an online survey of Rainbow Child Care Center's clients about their driving habit when dropping off and picking up their students. This survey was taken to facilitate calculating a reasonable Road Impact Fee for the City of Westfield, Indiana.

The survey was posted on Survey Monkey from July 19th to July 31st. It consisted of 44 questions tailored to the specific center locations, so that clients would see two general questions and up to six questions specific their center, where the names of the cities and streets were customized to each location. The questions were:

1. What is your name?
2. What Rainbow Child Care Center does your child attend?
3. On a typical weekday when visiting Rainbow Child Care in (City Name), is your sole purpose of getting in the car to drop off your child? (If you made any other stops before or after other than home, answer no.)
4. Would you have been driving on (Street Names) next to Rainbow Child Care Center on your way to your next destination if you were not dropping off your child?
5. How many additional miles did you drive to drop off your child? (Include mileage before and after dropping off your child.)
6. On a typical weekday when visiting Rainbow Child Care in (City Name), is your sole purpose of getting in the car to pick up your child? (If you made any other stops before or after other than home, answer no.)
7. Would you have been driving on (Street Names) next to Rainbow Child Care Center on your way to your next destination if you were not picking up your child?
8. How many additional miles did you drive to pick up your child? (Include mileage before and after picking up your child.)

The actual survey is now closed. It can be viewed at: https://www.surveymonkey.com/r/Preview/?sm=L5q_2Fda0pi_2B3OdvQ03l6xc1FEuqKX1F3CqA5xQx4ZHk8F0JvEARxBAXIMVmrs7kvQ; however, responses will not be recorded.

The survey results were analyzed and the following was found:

1. 190 people responded. Of those, 187 completed the survey. Three people filled in their name, and two filled in their center's location before quitting the survey.
2. Six responses were duplicates from the same family, so the second response given chronologically was deleted.
3. All seven Indianapolis area centers had some responses, with the most, 48, coming from Fishers and the least, 17, coming from Greenwood.

4. The percentage of primary trips was 23%, with a range of 12% to 38% depending on location and time of day.
5. The percentage of pass-by trips was 31%, with a range of 6% to 55% depending on location and time of day.
6. The percentage of diverted link trips was 46%, with a range of 25% to 78% depending on location and time of day. The average additional trip length was 4.26 miles, which is a combined length of the additional entering and exiting. The average diverted trip length each way for each then would be 2.13 miles.
7. Ten percent (35 responses) were trip lengths of ten or more miles, which may indicate that the responses were the total trip length, not the additional to drop off or pick up their children. Those with answers of 10 miles or more were contacted by email, but only three corrected their answers. Those corrections are included in the numbers above.
8. Primary trips were generally higher in the afternoon than the morning.
9. The percentage of pass-by versus diverted link varied greatly by location, which is to be expected depending on the center's location relative to a major versus minor street.

If you have any questions or comments, please call me at (317) 475-1100. You may also email me at bwyarger@yargerengineering.com.

Sincerely,
Yarger Engineering, Inc.

Bradley William Yarger

Bradley William Yarger, P.E.
President

BWY/bwy

Attachments: Summary Report
Excel Spreadsheets in Electronic Format

Rainbow Child Care Center, 16060 Spring Mill Depot, Westfield, Indiana
Yarger Engineering Job Number: 20170603
Trip Type Survey
Made By: BWY Date: 8/1/2017
Checked: BWY Date: 9/12/2017

Location		Westfield		Fishers		Castleton		Bownsburg		Greenwood		Southport		Plainfield		Total	Percent	Type
Time of Day		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	361		
Primary		3	4	11	16	4	6	4	4	4	5	3	9	4	5	82	23%	Primary
Pass-by		1	1	13	9	6	6	7	9	7	5	9	8	16	15	112	31%	Pass-by
Diverted	0.5	3	3	5	8	0	0	2	0	1	1	0	0	2	1	26	7%	
Miles	1	3	2	3	2	1	1	1	0	1	1	3	2	3	4	27	7%	
Entering &	2	0	2	3	3	4	2	5	6	0	2	0	0	0	0	27	7%	
Exiting	3	1	1	0	0	0	1	1	2	1	1	0	0	0	0	8	2%	
Combined	4	0	0	1	1	0	0	0	0	0	0	0	1	0	0	3	1%	
	5	1	1	3	2	0	0	4	5	1	0	4	2	2	2	27	7%	
	6	0	0	2	3	0	0	1	0	0	0	0	0	0	0	6	2%	
	7	1	0	1	0	0	0	0	0	0	0	2	0	0	0	4	1%	
	8	2	1	0	0	0	0	0	0	0	0	1	2	0	0	6	2%	
	9	0	0	0	0	0	0	0	0	1	0	0	0	1	1	3	1%	
	10	2	2	3	2	1	0	2	2	1	2	2	1	1	1	22	6%	
	11	1	1	2	1	0	0	0	0	0	0	2	1	0	0	8	2%	
Diverted	Trips	14	13	23	22	6	4	16	15	6	7	14	9	9	9	167	46%	Diverted
Diverted	Total Miles	66.5	54.5	101.5	75	19	8	61	63	28.5	28.5	87	53	33	33.5	712	Total Miles	
Diverted	Average	4.8	4.2	4.4	3.4	3.2	2.0	3.8	4.2	4.8	4.1	6.2	5.9	3.7	3.7	4.26	Average Miles	
Total Answers		18	18	47	47	16	16	27	28	17	17	26	26	29	29	361	Answers	
No Answers		1	1	1	1	1	1	0	0	0	0	0	0	0	0	6	No Answers	
Percentages																Average	Min	Max
Primary %		17%	22%	23%	34%	25%	38%	15%	14%	24%	29%	12%	35%	14%	17%	23%	12%	38%
Pass-by %		6%	6%	28%	19%	38%	38%	26%	32%	41%	29%	35%	31%	55%	52%	31%	6%	55%
Diverted %		78%	72%	49%	47%	38%	25%	59%	54%	35%	41%	54%	35%	31%	31%	46%	25%	78%

Exhibit D

Revised Road Impact Fee Assessment

ROAD IMPACT FEE ASSESSMENT

Assessment Date: 5/5/2017
Calculations Performed by: Pam Howard
(I.C. 36-7-4-1321 and City Ordinance No. 12-13)

CITY OF Westfield INDIANA

Property Information:			
Property Description:		**Applicant:**	
Parcel:	08-09-10-00-00-017.000	Name:	Amy Labadie, 814 Development
Address:	16060 Spring Mill Depot Drive	Address:	1742 Crooks Road
	Westfield, Indiana 46062		Troy, MI 48084

Development Information:

Proposed:

10,782 square foot daycare facility
130 students

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).

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Weighted Trip Average:	4.38	per student	(average weekday trip rate)

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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).

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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.

Redevelopment:

If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

	Students		Trip Average			
Trips:	130	x	4.38	=	569.40	24-hour trips
Pass-by Trips:	Average pass-by trip percentage:				50.0%	pass-by trip reduction % (destination use)
					284.70	pass-by trips
Credits:					0.00	
			Total net trips:		**284.70**	**24-hour trips**
Road Impact Fee:	$ 299	per trip	(effective 01/01/2017 through 12/31/2017)			

Road Impact Fee Assessment:

24-hour trips		fee per trip		road impact fee		pass-by trip discount		existing structure credits		**Road Impact Fee Due:**
284.70	x	$ 299	=	$ 85,125	-	0.00	-	0.00	=	**$ 85,125**

X	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.
	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.

CITY OF
Westfield
INDIANA

November 15, 2017

Consent Agenda Item:

Performance Bond Acceptance

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

- Springmill Station SE Corner, Lot 2, The Sullivan Corporation, Bond #8672626, $19,263.20, Sidewalk, Erosion Control
- Grassy Branch Marketplace, Luke Builds, Bond #354036644, $297,745.62, Streets/Curbs, Storm Sewer, Sidewalk & Erosion Control
- Shelton Cove, Section 1, Bond #1153398, $25,280.54; 186th Street Westbound Passing Blister
- West Rail at the Station, Section 1, Beazer Homes, Bond #60121236, $7,370.00, Common Area Sidewalks

Performance Bond Release

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

- Central Christian Church (Thrive Christian Church), Aspen Group, Bond #41346979, $406,236.00, Streets/Curbs, Storm Sewer, Trail, & Erosion Control
- Shelton Cove, Section 1, Bond #1140888, $26,400, Trails & Sidewalks
- Shelton Cove, Section 1, Bond #1140889, $61,278.80, Streets & Curbs.
- Shelton Cove, Section 1, Bond #1137749, $60,729.79, Erosion Control
- Rickers at Monon Marketplace, Bond #9175048, $352,251.90, Storm & Sanitary Sewer

Maintenance Bond Acceptance

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

- West Rail at the Station, Section 1, Sitecrete, LLC, Bond #30020236, $8,005.00, Curbs & Common Area Sidewalks
- West Rail at the Station, Section 1, Rieth-Riley Construction, Bond & Rider #106763773, $36,659.00, Local Streets, R/W Improvements, including 161st Street, & multi-use paths
- Ashford Place, Section 2, Sitecrete, LLC, Bond #30011954, $3,065.02, Curbs
- Ashford Place, Section 2, United Infrastructure, LLC, Bond #4917765, $26,512.00, Storm/SSD
- Ashford Place, Section 2, Rieth-Riley Construction, Bond & Rider #106740188, $16,486.30, Stone Base, HMA Intermediate, HMA Surface & Asphalt Trail
- Central Christian Church, Aspen, Inc., Bond #41364468, $36,931.00, Streets/Curbs, Storm Sewer, Trail, Erosion Control
- Shelton Cove, Section 1, Bond & Rider #1153399, $79,066.95, Storm Sewer, Curb & Roadway, 186th Street EB lane, Common Sidewalks, Perimeter Path, and Erosion Control
- Rickers at Monon Marketplace, Bond & Rider #9261068, $32,023.00, Storm & Sanitary Sewer

Maintenance Bond Release

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

- None

Cash In Lieu of Bond

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Cash In Lieu of Bond for the requested developments:

- Patrick Chittenden Warehouse, $6,119.45, Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control, & ROW Improvements

RESOLUTION 17-135

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF WESTFIELD, INDIANA, ACTING AS THE BOARD OF DIRECTORS OF THE STORM WATER MANAGEMENT DIVISION OF THE CITY OF WESTFIELD, INDIANA, AMENDING AND RESTATING RESOLUTION #17-130 APPROVING THE ISSUANCE OF STORM WATER REVENUE BONDS, AND RELATED MATTERS

WHEREAS, on September 27, 2017, the Board of Public Works and Safety ("Board") of the City of Westfield, Indiana ("City"), acting as the board of directors of the Stormwater Management Division ("Division") of the City, being the governing body of the Storm Water District ("District") of the City, adopted a Declaratory Resolution declaring that it is necessary for the protection of the public health and welfare of the inhabitants of the District and the safeguarding of the property within the District and will be of public utility and benefit, to complete the storm water projects as described in Attachment 1 attached hereto and incorporated herein by reference, together with necessary appurtenances, related improvements and equipment (collectively, "Projects"), and that maps, plans, specifications, drawings and estimates have been prepared and filed by engineers employed by the Board for the completion of the Projects, which maps, plans, specifications, drawings and estimates have been approved by the Board; and

WHEREAS, the District has acquired all lands, easements, and/or rights-of-way necessary to complete the Projects; if any additional property is required, the Board shall acquire said property in accordance with IC 8-1.5-5; and

WHEREAS, on October 9, 2017, after notice and public hearing in accordance with IC 8-1.5-5 and IC 5-3-1, the Board confirmed the Declaratory Resolution by the adoption of a Confirmatory Resolution; and

WHEREAS, the Board has obtained engineer's estimates of the costs for the construction of the Projects and will advertise for and receive bids therefor, which bids are subject to the Board's determination to construct the Projects and subject to the Board obtaining funds to pay for the Projects; that on the basis of said estimates, the estimated cost of the Projects, including estimated incidental expenses, is in the approximate amount of Three Million Two Hundred Fifty Thousand Dollars ($3,250,000); and

WHEREAS, the Board finds that it does not have sufficient funds on hand to apply to the cost of the Projects, and that the entire cost of the Projects is to be financed by the issuance of storm water revenue bonds, in one or more series, in an aggregate principal amount not to exceed $3,250,000 and, if necessary, bond anticipation notes ("BANs"); and

WHEREAS, the bonds to be issued pursuant to this resolution are to be issued subject to the provisions of Indiana Code 8-1.5-5, as in effect on the date of delivery of the bonds authorized herein (collectively, "Act"), and the terms and restrictions of this resolution; and

WHEREAS, the Board has been advised that it may be cost efficient to purchase municipal bond insurance and/or a debt service reserve surety for the bonds authorized herein; and

WHEREAS, the storm water revenue bonds to be issued pursuant to this resolution will constitute a first charge against the Net Revenues (as defined herein) of the storm water system, and are to be issued subject to the provisions of the laws of the State of Indiana, including, without limitation, the Act, and the terms and restrictions of this resolution; and

WHEREAS, the Board desires to authorize the issuance of BANs, in one or more series, hereunder, if necessary, payable solely from the proceeds of storm water revenue bonds issued to finance the aforementioned cost of the Projects, and to authorize the refunding of the BANs, if issued; and

WHEREAS, the Board shall obtain all necessary approvals required by law for the issuance of the bonds authorized hereby, including the approval of the Common Council; and

WHEREAS, the Board now finds that all conditions precedent to the adoption of a resolution authorizing the issuance of said revenue bonds and BANs have been complied with in accordance with the provisions of the Act;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, ACTING AS THE BOARD OF DIRECTORS OF THE DEPARTMENT OF STORM WATER MANAGEMENT OF THE STORM WATER DISTRICT OF THE CITY OF WESTFIELD, INDIANA, THAT:

Section 1. Authorization of Project. The Board shall proceed with the construction of the Projects in accordance with the cost estimates and the maps, plans, specifications and drawings heretofore prepared and filed for the Projects. The cost of financing the completion of the Projects shall not exceed the sum of $3,250,000 plus investment earnings on the BAN and bond proceeds, without further authorization from the Board. The Projects shall be constructed in accordance with the maps, plans, specifications and drawings heretofore mentioned and the bonds and BANs herein authorized shall be issued pursuant to and in accordance with the provisions of the Act. The term "storm water system," "system" and other like terms where used in this resolution shall be construed to mean and include the existing storm water system and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired.

Section 2. Issuance of BANs and Bonds. (a) The City shall, acting for and on behalf of the Board, issue, if necessary, BANs of the District, in one or more series, for the purpose of procuring interim financing to apply on the cost of the Projects. The City shall issue its BANs in an amount not to exceed Three Million Two Hundred Fifty Thousand Dollars ($3,250,000) to be designated "Storm Water District Bond Anticipation Notes." The BANs shall be sold at a price not less than 99% of the par value thereof, shall be numbered consecutively from 1 upward, shall be any multiple of $1,000 as designated in the purchase agreement for the BANs, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 6.0% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs). The BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 6.0% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The City, acting for and on behalf of the Board, shall issue bonds of the District authorized herein in an aggregate principal amount not to exceed Three Million Two Hundred Fifty Thousand Dollars ($3,250,000), for the purpose of procuring funds to apply on the costs of the Projects, refunding the BANs, if issued, and the payment of issuance costs, including premiums for municipal bond insurance and a debt service reserve surety, if acquired, and all other costs related to the refunding and the Projects. The bonds authorized herein may be issued in one or more series and shall be designated "Storm Water District Revenue Bonds, Series 2017 (provided, that in the event a series of bonds is issued in a calendar year after 2017, the designation of such series of bonds shall be appropriately modified to reflect such calendar year of issuance) ("Bonds"). The Bonds shall be sold at a price not less than 99% of the par value thereof and shall be issued in fully registered form, in the denomination of Five Thousand Dollars ($5,000) and any integral multiples thereof or One Hundred Thousand Dollars ($100,000) and integral multiples of $1,000 in excess thereof, numbered consecutively from 1 up, and dated as of the first day of the month in which they are sold or the date of delivery of the Bonds, as determined by the Clerk-Treasurer with the advice of the District's financial advisor. Interest shall be payable semiannually on January 1 and July 1 in each year, beginning on the first January 1 or the first July 1 following the date of delivery of the Bonds, as designated by the Clerk-Treasurer of the City, with the advice of the District's financial advisor. The Bonds shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and such Bonds shall bear interest at a rate or rates not exceeding 6% per annum. The Bonds shall mature semiannually, or be subject to mandatory sinking fund redemption if term bonds are issued, on January 1 and July1 of each year, over a period ending no later than January 1, 2033 for all other Bonds, and in such amounts which will produce as level annual debt service as practicable taking into account the annual debt service on all series of Bonds issued hereunder.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser thereof. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, on January 1 or July 1, on the dates as determined by the purchaser thereof, but in no event later than the last serial maturity date of the Bonds as determined in the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the preceding paragraph. Each series of Bonds shall rank on a parity with the other for all purposes, including the pledge of Net Revenues under this resolution. Interest on the Bonds and BANs shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Section 3. <u>Registrar and Paying Agent; Book Entry Provisions.</u> (a) The Clerk-Treasurer is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Bonds ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Clerk-Treasurer is further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Sinking Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

The principal of the Bonds and BANs shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Bonds and BANs shall be paid by check, mailed one business day prior to the interest payment date to the registered owners thereof as the names appear as of the fifteenth day of the month preceding the interest payment date ("Record Date") and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the Bonds and BANs shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts. Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City, Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Clerk-Treasurer is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Clerk-Treasurer is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Storm Water District Sinking Fund described in Section 14 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent. As to the BANs and as to the Bonds, if agreed to by the successful bidder, the Clerk-Treasurer may serve as Registrar and Paying Agent and is hereby charged with the duties of Registrar and Paying Agent.

(b) The District has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company. With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this resolution. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the

Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this resolution and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(c) Interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date immediately preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

Section 4. Redemption of BANs and Bonds. (a) The BANs are prepayable by the City, in whole or in part, at any time upon twenty (20) days' notice to the owner of the BANs without any premium.

(b) The Bonds of this issue are redeemable at the option of the City, commencing no sooner than January 1, 2023, and thereafter on any date, on thirty days' notice, in whole or in part, in the order of maturity determined by the City, and by lot within a maturity, at face value, together with no premium, plus in each case accrued interest to the date fixed for redemption.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or cancelled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each Five Thousand Dollars ($5,000) principal amount (or other minimum denomination) shall be considered a separate Bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

In either case, notice of such redemption shall be given at least thirty (30) days prior to the date fixed for redemption by mail unless the notice is waived by the registered owner of a Bond. Such notice shall be mailed to the address of the registered owners as shown on the registration records of the City as of the date which is forty-five (45) days prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the principal office of the Paying Agent to pay the redemption price on the date so named. Coincidentally with the payment of the redemption price, the bonds so called for redemption shall be surrendered for cancellation.

Section 5. Execution and Negotiability. Each of the Bonds and BANs shall be executed in the name of the City, acting for and on behalf of the Board, by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its Clerk, and the seal of the City shall be affixed, imprinted or impressed to or on each of the BANs and Bonds manually, by facsimile or any other means; and these officials, by the execution of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The BANs and Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 6. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof:

> [Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Westfield, Indiana, or its agent for registration of transfer, exchange, or payment, and any ce1iificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO.____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF HAMILTON

CITY OF WESTFIELD
STORM WATER DISTRICT REVENUE BOND, SERIES 2017

Interest Rate	[Maturity Date]	Original Date	Authentication Date	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Westfield ("City"), in Hamilton County, State of Indiana, for and on behalf of the Storm Water District of the City ("District"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above on [the Maturity Date set forth above] OR [on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon until the Principal Sum shall be fully paid at the interest rate[s] per annum specified [above] OR [on Exhibit A attached hereto] from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before 1, , in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on the first day of January 1 and July 1 in each year, beginning on ______ 1, 20___. Interest shall be calculated according to a 360-day calendar year containing twelve 30- day months.

The principal of this bond is payable at the principal office of ________ ("Registrar" or "Paying Agent"), in the ________of _______ , Indiana. All payments of interest on this bond shall be paid by check, mailed one business day prior to the interest payment date to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1 :00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

[The bonds shall be initially issued in Book Entry System (as defined in the Resolution). The provisions of this bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THIS BOND IS NOT A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY, BUT IS THE OBLIGATION AND INDEBTEDNESS OF THE DISTRICT, AND THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the District, issued in the name of the City, of like date, tenor and effect, except as to numbering, rates of interest and dates of maturity, aggregating Dollars ($_______); numbered consecutively from 1 up; issued for the purpose of providing funds to be applied on the cost of completion of the storm water projects (as set forth in the Resolution) ("Projects"), [to refund interim notes issued in anticipation of the bonds] and to pay issuance expenses[, including premiums for municipal bond insurance and a debt service reserve surety]. This bond is issued pursuant to a resolution adopted by the Board of Public Works and Safety, acting as the board of directors of the Stormwater Management Division of the City, being the governing body of the District of the City, on October 9, 2017 ("Resolution"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 8-1.5-5, as in effect on the date of delivery of the bonds of this issue (collectively, "Act"), the proceeds of which bonds are to be applied to the costs of the Projects, [the payment of notes issued in anticipation of the bonds,] and expenses incurred in connection therewith[, including premiums for municipal bond insurance and a debt service reserve surety].

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue and any bonds hereafter issued ranking on a parity herewith, are payable solely from the Storm Water District Sinking Fund created by the Resolution ("Sinking Fund") to be provided from the Net Revenues (defined as gross revenues after deduction only for the payment of the reasonable and proper expenses of operation and maintenance, but not including depreciation or payments in lieu of property taxes ("PILOTs")) of the storm water system of the District. This bond and the issue of which it is a part constitute a first charge upon the Net Revenues.

The City irrevocably pledges the entire Net Revenues of the storm water system to the prompt payment of the principal of and interest on the bonds authorized by the Resolution, of which this is one, and any bonds ranking on a parity therewith, to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the storm water system and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Resolution. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for under Indiana Law.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the storm water system, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the storm water system, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Resolution. Such required payments shall constitute a first charge upon all the Net Revenues of the storm water system.

The Bonds maturing on or after _____, 20____, are redeemable at the option of the City, on _______, 20____, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with no premium, plus accrued interest to the date fixed for redemption.

[The bonds maturing on 1, 20 _are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on ________on the dates and in the amounts set forth below:

Term Bond

Date	Amount

*Final Maturity]

Each [Five Thousand Dollars ($5,000)] [One Hundred Thousand Dollars ($100,000)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City as of the date which is forty-five (45) days prior to such redemption date not less than thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with its depository bank, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This bond is subject to defeasance prior to redemption or payment as provided in the Resolution referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE RESOLUTION. The Resolution may be amended without the consent of the owners of the bonds as provided in the Resolution if the Board of Directors determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000 and any integral multiples thereof][$100,000 and integral multiples of $1,000 in excess thereof] not exceeding the aggregate principal amount of the bonds maturing in such year.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law. This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Public Works and Safety, acting as the board of directors of the Department of Storm Water Management, has caused this bond to be executed in the name of the City of Westfield, for and on behalf of the Westfield Storm Water District, by the manual or facsimile signature of the Mayor, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk-Treasurer.

CITY OF WESTFIELD, INDIANA

By: ____________________________
Mayor

[SEAL]

Attest:

____
Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Resolution.

___________________________________,
as Registrar

By _________________________________,
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto ________________this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _________________________, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____________________

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A]

[End of bond form]

Section 7. Authorization for Preparation and Sale of the BANs and the Bonds; Bond Insurance; Official Statement; Continuing Disclosure. (a) The Clerk-Treasurer is hereby authorized and directed to have the BANs and the Bonds prepared, and the Mayor and the Clerk-

Treasurer are hereby authorized and directed to execute and attest, as appropriate, the BANs and the Bonds in the form and manner provided herein. The Clerk-Treasurer is hereby authorized and directed to deliver the BANs and the Bonds to the respective purchasers thereof. At the time of delivery of the BANs and the Bonds, the Clerk-Treasurer shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than 99% of the face value of the BANs and not less than 99% of the face value of the Bonds, as the case may be, plus accrued interest to the date of delivery, if any. The City may receive payment for the BANs in installments. The Bonds, when fully paid for and delivered to the purchaser, shall be the binding special revenue obligations of the City payable out of the Net Revenues (herein defined as gross revenues after deduction only for the payment of expenses for operation and maintenance, but not including depreciation or payments in lieu of taxes) of the storm water system of the District to be set aside into the Sinking Fund as herein provided. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to sell the Bonds, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this resolution.

(b) In the event the financial advisor to the District certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy for any of the Bonds issued hereunder, the City hereby authorizes the purchase of such an insurance policy. If such an insurance policy is purchased, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of the resolution for all purposes and is hereby incorporated herein by reference.

(c) Distribution of an Official Statement (preliminary and final) for the Bonds, prepared on behalf of the City, is hereby authorized and approved and the Mayor and Clerk-Treasurer are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this resolution. The Mayor or Clerk-Treasurer is hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 ("Rule") as promulgated by the Securities and Exchange Commission.

(d) If an Official Statement is not required upon delivery of the Bonds, the City shall obtain an investment letter from the purchaser of the Bonds which satisfies federal and state securities laws applicable to the Bonds.

(e) If the Bonds are subject to the Rule, a continuing disclosure undertaking ("Undertaking") for the Bonds is hereby authorized and approved by the Board, and the Mayor and Clerk-Treasurer are hereby authorized and directed to complete, execute and attest the same of behalf of the City. Notwithstanding any other provisions of this resolution, failure of the City to comply with the Undertaking shall not be considered an event of default under the Bonds or this resolution. In the alternative, the City may obtain an investment letter from the purchasers of the Bonds and the BANs in a form which satisfies the federal and state securities laws applicable to such BANs and Bonds.

Section 8. Bond Sale. The Bonds shall be sold at a public sale. Prior to the sale of the Bonds, the Clerk-Treasurer shall cause to be published a notice of bond sale in *The Times* in accordance with IC 5-3-1, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell bonds in *The Times* and the *Court & Commercial Record* once each week for two weeks all in accordance with IC 5-1-11 and IC 5-3-1. The notice or summary notice shall state the character and amount of the Bonds, the maximum rate or rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Clerk-Treasurer and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer of funds in an amount equal to one percent (1.0%) of the principal amount of the Bonds described in the notice within twenty-four hours of the sale and that in the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check or wire transfer and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99.0% of the face amount of the Bonds will be considered. The opinion of Krieg DeVault LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

The Bonds shall be awarded by the Clerk-Treasurer to the best bidder who has submitted his bid in accordance with the terms of this resolution, IC 5-1-11 and the notice. The best bidder will be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the Bonds to their maturities, deducting the premium bid, if any and adding thereto the discount bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

Section 10. Financial Records and Accounts. The Board shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the storm water system and all disbursements made therefrom and all transactions relating to said system. The Board shall maintain on file the audited financial statements of said system prepared by the State Board of Accounts.

Section 11. Use of Proceeds for Projects, Refunding, Costs of Issuance and Accrued Interest. The accrued interest received at the time of the delivery of the Bonds, if any, shall be deposited in the Storm Water District Sinking Fund hereinafter defined and further credited to the Bond and Interest Redemption Account. The remaining proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds, shall be deposited in a bank or banks which are legally designated depositories for the funds of the City, in a special account or accounts to be designated as "City of Westfield Storm Water District Construction Account" ("Construction Account"). All funds deposited to the credit of the Storm Water District Sinking Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the Projects, or as otherwise required by the Act, refunding the BANs, if issued, and for the expenses of issuance of the Bonds and BANs. The cost of obtaining the legal services of Krieg DeVault LLP, shall be considered as a part of the cost of the Projects on account of which the Bonds are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Projects, which are not required to meet unpaid obligations incurred in connection with such Projects, shall either (1) be paid into the Sinking Fund and used solely for the purposes of the Sinking Fund or (2) be used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with IC 5-1-13, as amended and supplemented.

Section 11. Pledge of Net Revenues. The interest on and the principal of the Bonds issued pursuant to the provisions of this resolution, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds, to the extent necessary for that purpose.

Section 12. Revenue Fund. All revenues derived from the operation of the storm water system and from the collection of storm water rates and charges shall be deposited in the fund known as the Storm Water District Revenue Fund ("Revenue Fund") hereby created. Out of the Revenue Fund, the proper and reasonable expenses of operation and maintenance of the system shall be paid, the principal and interest of all bonds and fiscal agency charges of registrars or paying agents shall be paid, the reserve shall be funded and the costs of additions and extensions to the system shall be paid. This fund shall be maintained separate and apart from all other accounts of the City. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13.

Section 13. Operation and Maintenance Account. There is hereby created an account known as the "Operation and Maintenance Account" ("O&M Account"). On the last day of each calendar month, a sufficient amount of moneys shall be transferred from the Revenue Fund to the O&M Account so that the balance maintained in the O&M Account is sufficient to pay the reasonable expenses of operation and maintenance of the works for the next succeeding two (2) calendar months. The moneys credited to this Account shall be used for the payment of the reasonable and proper operation and maintenance expenses of the storm water system on a day-to-day basis, but none of the moneys in the O&M Account shall be used for PILOTs, improvements, extensions or additions. Any moneys in said Account in excess of the expected expenses of operation and maintenance for the next succeeding month may be transferred to the

Storm Water District Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the storm water system or to the Storm Water Depreciation Account to be used for any improvements, extensions or additions to the storm water system.

Section 14. Storm Water District Sinking Fund. There is hereby created a special fund designated "Storm Water District Sinking Fund" ("Sinking Fund") for the payment of the principal of and interest on all outstanding storm water revenue bonds, and the payment of any fiscal agency charges in connection with the payment of bonds. There shall be set aside and deposited in the Sinking Fund, as available, and as hereinafter provided, a sufficient amount of the Net Revenues of said storm water system to meet the requirements of the Bond and Interest Redemption Account and the Debt Service Reserve Account hereby created in the Sinking Fund. Such payments shall continue until the balances in the Bond and Interest Redemption Account and Debt Service Reserve Account hereinafter described equal the principal of and interest on all of the then outstanding bonds of the storm water system to the final maturity and provide for payment of all fiscal agency charges.

(a) Bond and Interest Redemption Account. There is hereby created, within the Sinking Fund, the Bond and Interest Redemption Account ("Bond and Interest Account"). There shall be credited on the last day of each calendar month to the Bond and Interest Account an amount of the Net Revenues equal to (i) at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date and (ii) at least one-sixth (1/6) of the principal payable on the then outstanding bonds which will be payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the Account any amount necessary to pay the bank fiscal agency charges for paying interest and principal on the bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest and principal on the due dates thereof together with the amount of bank fiscal agency charges.

(b) Debt Service Reserve Account. The Debt Service Reserve Account ("Reserve Account") is hereby created. On the date of delivery of the Bonds, Bond proceeds, funds on hand of the storm water system or a combination thereof may be deposited into the Reserve Account. The initial deposit or the balance accumulated in the Reserve Account shall equal but not exceed the least of: (i) the maximum annual debt service on the Bonds; (ii) 125% of the average annual debt service on the Bonds; or (iii) 10% of the proceeds of the Bonds ("Reserve Requirement"). If the initial deposit into the Reserve Account does not equal the Reserve Requirement or if no deposit is made, an amount of Net Revenues shall be credited to the Reserve Account on the last day of each calendar month until the balance therein equals the Reserve Requirement. The monthly deposits shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds.

The Reserve Account may be satisfied with cash, a debt service reserve surety bond or a combination thereof. If such a surety is purchased, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the surety to the extent necessary to comply with the terms of such surety and the commitment to issue such surety and such agreements shall be deemed a part of this resolution and incorporated herein by reference.

The Reserve Account shall constitute the margin for safety and a protection against default in the payment of principal of and interest on the Bonds and the moneys in the Reserve Account shall be used only to pay current principal and interest on the Bonds to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiencies in credits to the Reserve Account shall be promptly made up from the next available Net Revenues remaining after credits into the Bond and Interest Account. In the event moneys in the Reserve Account are transferred to the Bond and Interest Account to pay interest and principal on the Bonds, then such depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the credits into the Bond and Interest Account hereinbefore provided for. Any moneys in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Storm Water Depreciation Account.

Section 15. Storm Water Depreciation Account. There is hereby created a special fund designated the "Storm Water Depreciation Account" ("Depreciation Account"). In the event all required payments into the O&M Account and the Sinking Fund have been met to date, any excess Net Revenues may be transferred to the Depreciation Account and used for the repair of the system, new acquisition, construction, additions and extensions to the system, and to make payments representing PILOTs. The City reserves the right to transfer PILOTs from the Depreciation Account no more frequently than semiannually, in accordance with the Act, and only if all required transfers have been made to the O&M Account and the Sinking Fund and the Accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the O&M Account or the Sinking Fund. All or any portion of the funds accumulated in the Depreciation Account shall be transferred to the Sinking Fund, if necessary, to prevent a default in the payment of principal of or interest on the bonds payable from the Sinking Fund or to eliminate any deficiencies in credits to or minimum balance in the Reserve Account. Moneys in the Depreciation Account also may be transferred to the O&M Account to meet unforeseen contingencies in the operation and maintenance of the storm water system.

Section 16. Maintenance of Accounts; Investment of Funds. The Sinking Fund shall be deposited in and maintained as a separate account or accounts apart from all other accounts of the City. The O&M Account and the Depreciation Account may be maintained in a single account, or accounts, but such account or accounts shall likewise be maintained separate and apart from all other accounts of the City and apart from the Sinking Fund account or accounts. All moneys deposited in said accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested at the direction of the Clerk-Treasurer in obligations in accordance with the applicable laws, including particularly IC 5-13, as amended and supplemented, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this resolution.

Section 17. Defeasance of Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's storm water system.

Section 18. Rate Covenant. The Board covenants and agrees that it will assess and collect user fees from all of the property of the District for the operation and maintenance of the storm water system. Pursuant to the Act, so long as there are bonds outstanding for which user fees were pledged, the Board may not rescind the user fees or reduce them below a rate that would produce one hundred twenty-five percent (125%) of the highest annual debt service on the outstanding bonds to their final maturity, based on an average of the immediately preceding three (3) years of user fee collections, if the user fees have been levied for the preceding three (3) years. If the user fees have not been levied for the preceding three (3) years, the Board may not reduce user fees below a rate that would produce one hundred twenty-five (125%) of the highest debt service, based upon a study by a qualified public accountant or financial advisor. The user fees so established shall apply to any and all use of such system by and service rendered to the City and all departments thereof, and shall be paid by the City or the various departments thereof as the charges accrue.

Section 19. Additional Bond Provisions. The Board reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The Board also reserves the right to authorize and issue additional bonds payable out of the Net Revenues of its storm water system ranking on a parity with the Bonds for the purpose of financing the cost of future extensions and additions to its storm water system, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund shall have been made in accordance with the provisions of this resolution, and the interest on and principal of all bonds payable from the Net Revenues of the storm water system shall have been paid in accordance with their terms.

(b) The Net Revenues of the storm water system in the fiscal year immediately preceding the issuance of any such bonds ranking on a parity with the Bonds authorized by this resolution shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued; or, prior to the issuance of said parity bonds, the user fees shall be increased sufficiently so that said increased user fees applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional parity bonds proposed to be issued. For purposes of this subsection, the records of the storm water system shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose.

(c) The interest on the additional parity bonds shall be payable semiannually on January 1 and July 1 and the principal on, or mandatory sinking fund redemption dates for, the additional parity bonds shall be payable semiannually on January 1 and July 1.

Section 20. Further Covenants of the Board; Maintenance, Insurance, Pledge Not to Encumber, Subordinate Indebtedness, and Contract with Bondholders. For the purpose of further safeguarding the interests of the owners of the Bonds and BANs herein authorized, it is specifically provided as follows:

(a) All contracts let by the Board in connection with the construction of the Projects shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts, in accordance with their terms, and such contractors shall also be required to carry such employers' liability and public liability insurance as are required under the laws of the State of Indiana relating to public contracts.

(b) The Projects shall be constructed under the supervision and subject to the approval of such competent engineer as shall be designated by the Board. All estimates for work done or material furnished shall first be checked by the engineer and approved by the Board prior to payment therefor.

(c) The District shall at all times maintain its storm water system in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the Board shall maintain insurance on the insurable parts of said system of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana.

As an alternative to maintaining such insurance, the City may maintain a self-insurance program with catastrophic or similar coverage so long as such program meets the requirements of any applicable laws or regulations and is maintained in a manner consistent with programs maintained by similarly situated municipalities.

All self-insurance or insurance proceeds shall be used in replacing the property destroyed or damaged or if not used for that purpose shall be treated and applied as Net Revenues of the system.

(e) So long as any of the Bonds or BANs are outstanding, the Board shall not mortgage, pledge or otherwise encumber the property and plant of the storm water system or any part thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except only machinery, equipment or property which may be replaced, or shall no longer be necessary for use in such system.

(f) Except as hereinbefore provided in Section 19, so long as any of the Bonds are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said system shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the bonds herein authorized, unless all of the Bonds have been duly called for redemption and sufficient funds to effect the redemption and retirement have been deposited at the place of redemption on the date fixed for redemption in accordance with the terms and conditions of the Bonds and this resolution.

(g) The provisions of this resolution shall constitute a contract by and between the City and the owners of the Bonds and BANs herein authorized, and alter the issuance of the Bonds or BANs this resolution shall not be repealed or amended in any respect which will adversely affect the rights of the owners of the Bonds or BANs, nor shall the Board adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or BANs or the interest thereon remain unpaid. The Board reserves the right, however, excluding the changes set forth in Section 22 (a) through (g), to amend this resolution without the consent of Bond or BAN owners so long as the Board determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds or BANs.

(h) The provisions of this resolution shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes therein set forth, and the owners of the Bonds and BANs shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this resolution and of the governing Act. The provisions of this resolution shall also be construed to create a trust in the Net Revenues herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of said Sinking Fund as in this resolution set forth. The owners of the Bonds shall have all of the rights, remedies and privileges under Indiana law in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized, or in the event of default in respect to any of the provisions of this resolution or the Act.

Section 21. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code") and as an inducement to purchasers of the Bonds and BANs, the Board represents, covenants and agrees that:

(a) The storm water system will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds or BANs, as the case may be. If the City enters into a management contract for the storm water system, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than I 0% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs will (under the terms of the Bonds or BANs, this resolution or any underlying arrangement), directly or indirectly, be secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above.

(e) No more than 5% of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this resolution if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(h) The Board represents that it will rebate any arbitrage profits to the United States to the extent required by the Code and the regulations promulgated thereunder.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of the BANs and the Bonds, as the case may be.

Section 22. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this resolution and then outstanding shall have the right from time to time (anything contained in this resolution to the contrary notwithstanding) to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this resolution; or

(b) A reduction in the principal amount of any Bond, the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the storm water system ranking prior to the pledge thereof created by this resolution; or

(d) A preference or priority of any Bond or Bonds issued pursuant to this resolution over any other Bond or Bonds issued pursuant to the provisions of this resolution; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution; or

(f) A reduction in the Reserve Requirement; or

(g) An extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental resolution shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Secretary of the Board, no owner of any Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the City and all owners of Bonds then outstanding shall thereafter be determined exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this resolution, the rights and obligations of the City and of the owners of the Bonds authorized by this resolution, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or altered in any respect with the consent of the Board and the consent of the owners of all the Bonds then outstanding.

Section 23. Issuance of BANs. (a) The Board, having satisfied all the statutory requirements for the issuance· of its bonds, may elect to issue its BAN or BANs, pursuant to a Bond Anticipation Note Purchase Agreement ("Purchase Agreement") to be entered into between the City and the purchaser of the BAN or BANs. The Board hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing bonds to provide interim construction financing for the Projects until permanent financing becomes available. It shall not be necessary for the Board to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Clerk-Treasurer are hereby authorized to execute a purchase agreement ("BAN Purchase Agreement") in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Clerk and the Clerk-Treasurer may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 24. Tax Exemption. Notwithstanding any other provision of this resolution, the covenants and authorizations contained in this resolution ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds and BANs from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 25. Conflicting Resolutions. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

Section 26. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this resolution.

Section 27. This resolution shall be in full force and effect from and after its passage.

Dated this ____ day of ______, 2017

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

____
Andy Cook

____
Randy Graham

Kate Snedecker

ATTEST:

Cindy Gossard, Clerk-Treasurer

KD_9168051_1.DOCX

Attachment I

Description of Storm Water Improvements

2017 Stormwater Bond

Declaratory Resolution
Public Information
9/27/17

- North Street Drainage Improvements
  - Project Description: Preliminary design efforts to add storm infrastructure to North Street from west of Cherry Street to East Street.
  - Cost Estimate: $30,000
  - See Exhibit A, attached
- Westfield Park Culverts
  - Project Description: Preliminary design efforts to remove and replace Hamilton Bridge 059 with a single span 3-sided culvert along Westfield Park north of the Monon Trail. Design will also include permitting efforts and R/W engineering. A portion of construction will be supported by Hamilton County Highway Department.
  - Cost Estimate: $480,000
  - See Exhibit B, attached
- Grassy Branch Stream Restoration Phase II
  - Project Description: Reconstruction of the Grassy Branch Stream from Mill Street to Union Street. Efforts include design, permitting, and construction.
  - Cost Estimate: $300,000
  - See Exhibit C, attached
- Westfield Lagoon Closure
  - Project Description: Removal and remediation of two existing wastewater lagoons north of the Westfield Public Works and City Services buildings along 171st Street.
  - Cost Estimate: $880,000
  - See Exhibit D, attached
- Sleepy Hollow Drainage and Sidewalks
  - Project Description: Construction of new drainage infrastructure within the Sleepy Hollow subdivision. Also includes sidewalk infrastructure.
  - Cost Estimate: $510,000
  - See Exhibit E, attached

Additional Information Available Upon Request.

Please contact Phil Sundling at 317-517-1945 or psundling@westfield.in.gov

Exhibit A

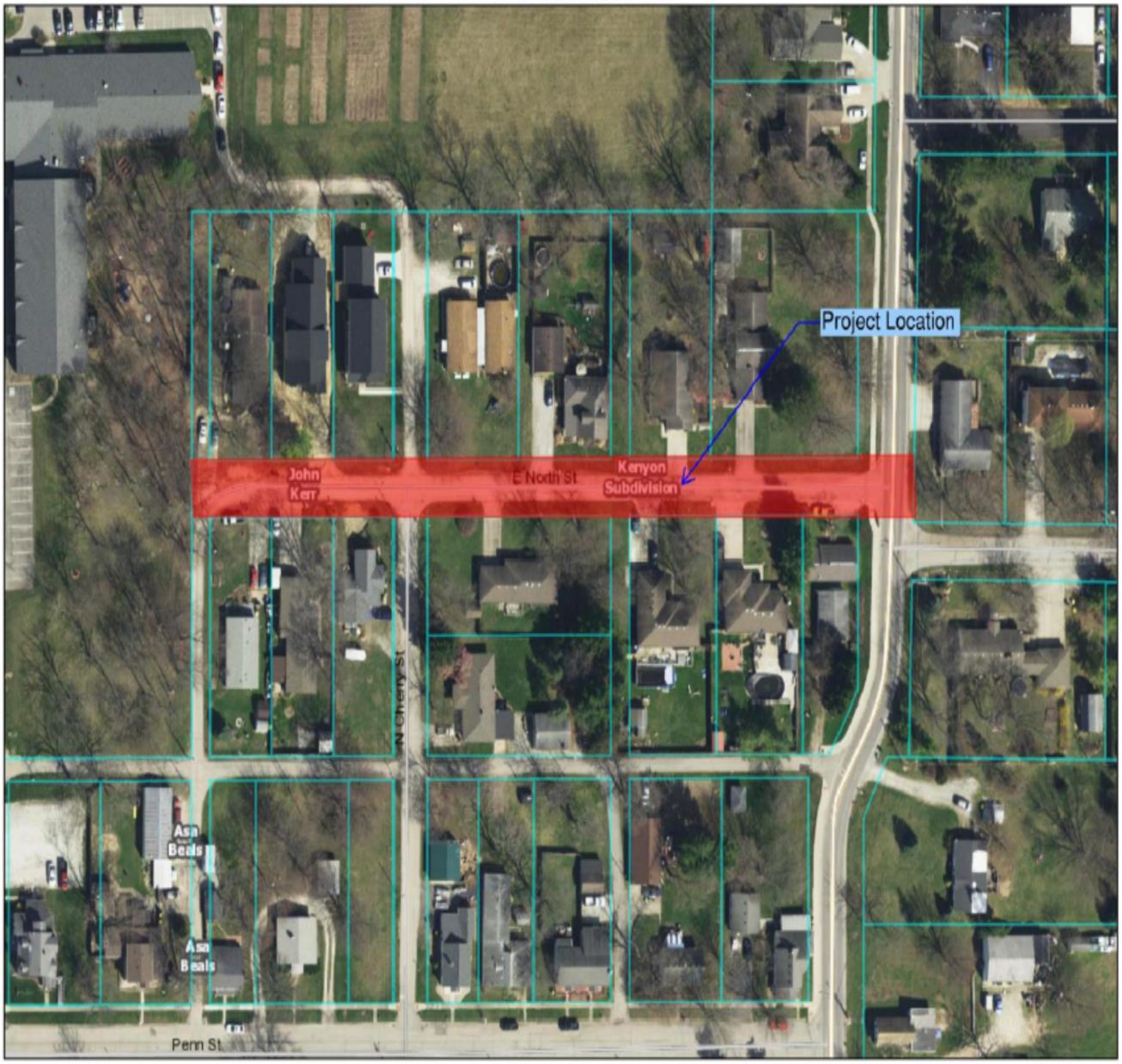

Project Location
John
Kerr
E North St
Kenyon
Subdivision
N Cherry St
Asa
Beals
Asa
Beals
Penn St

Exhibit B

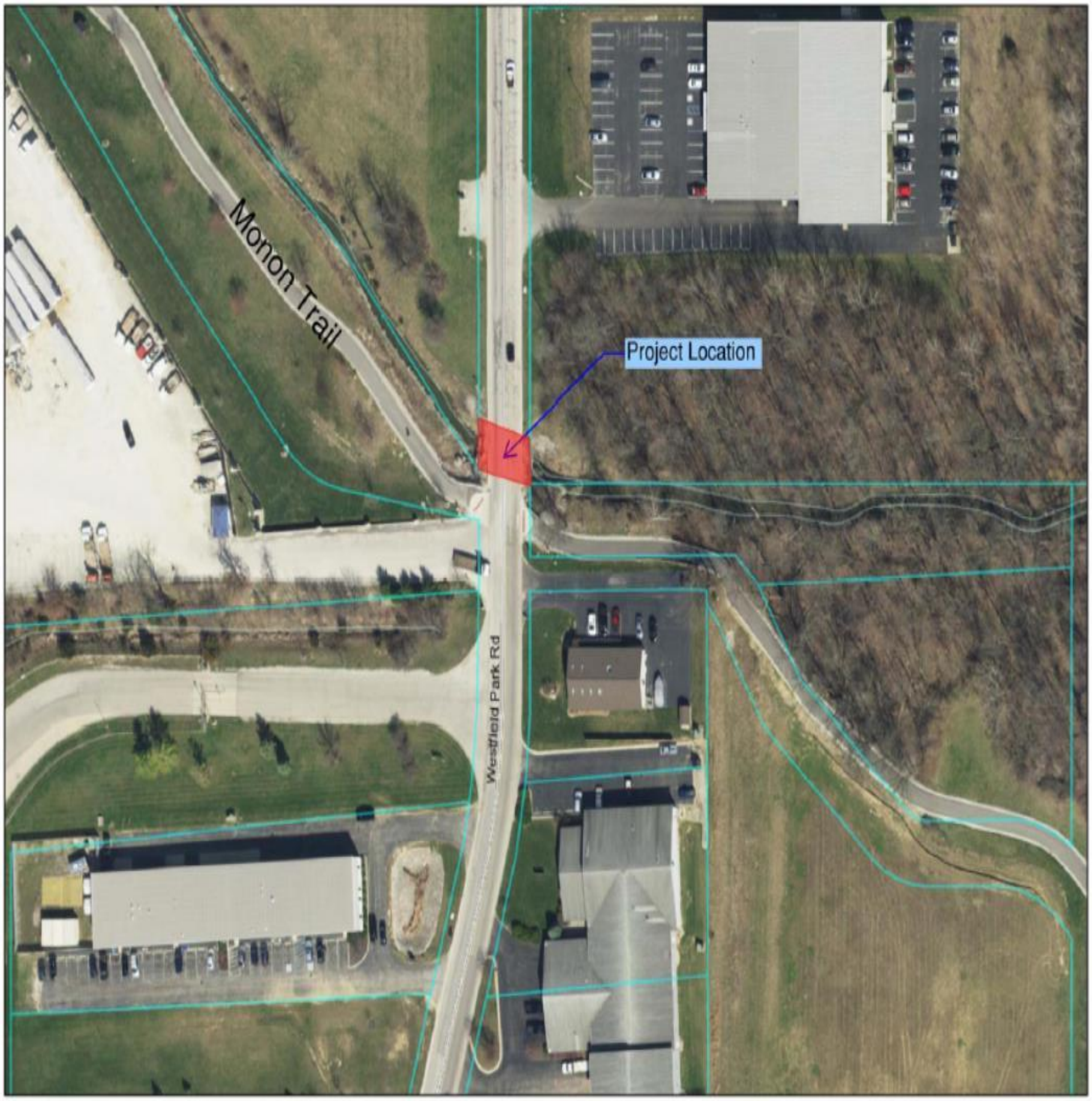
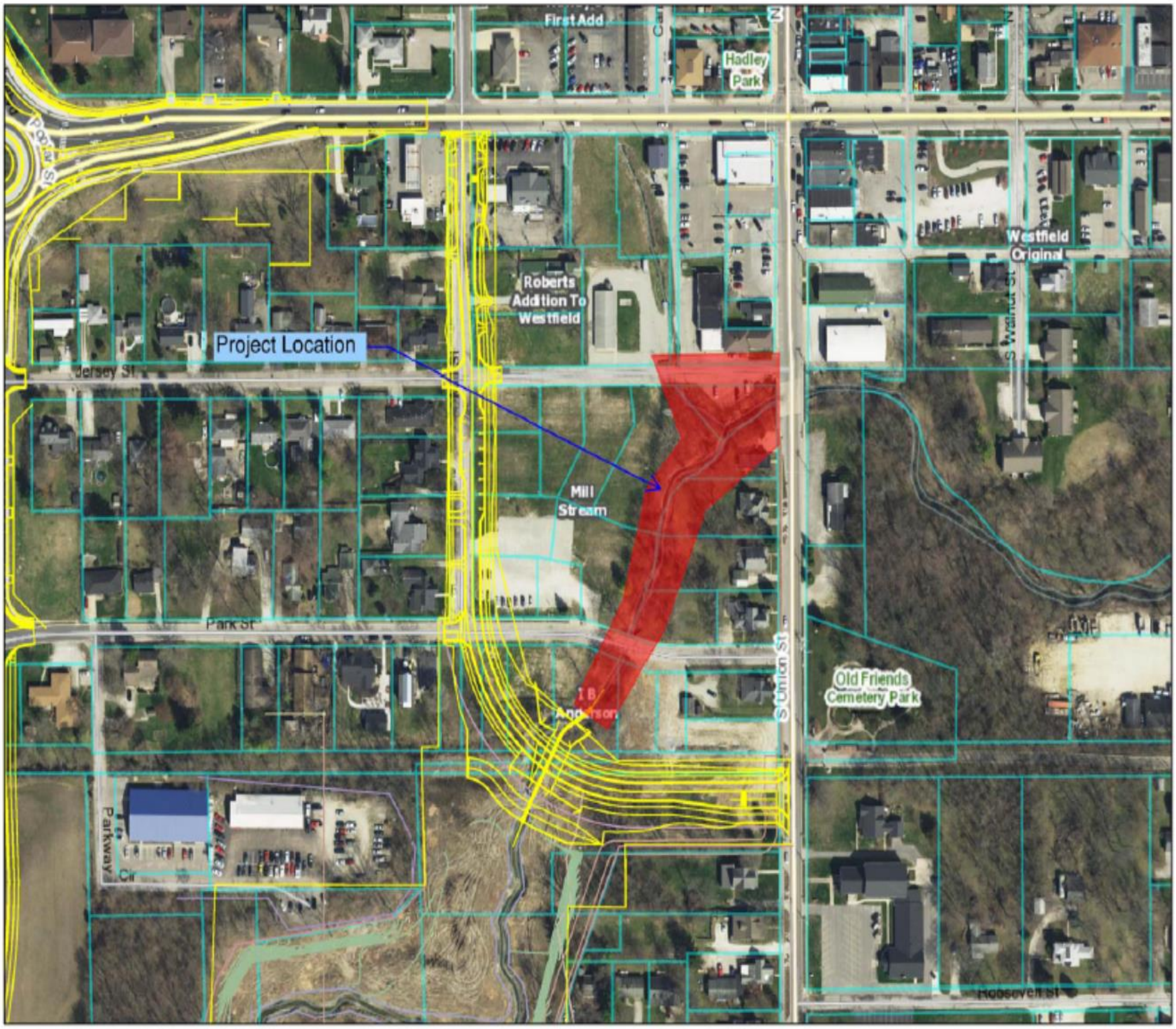


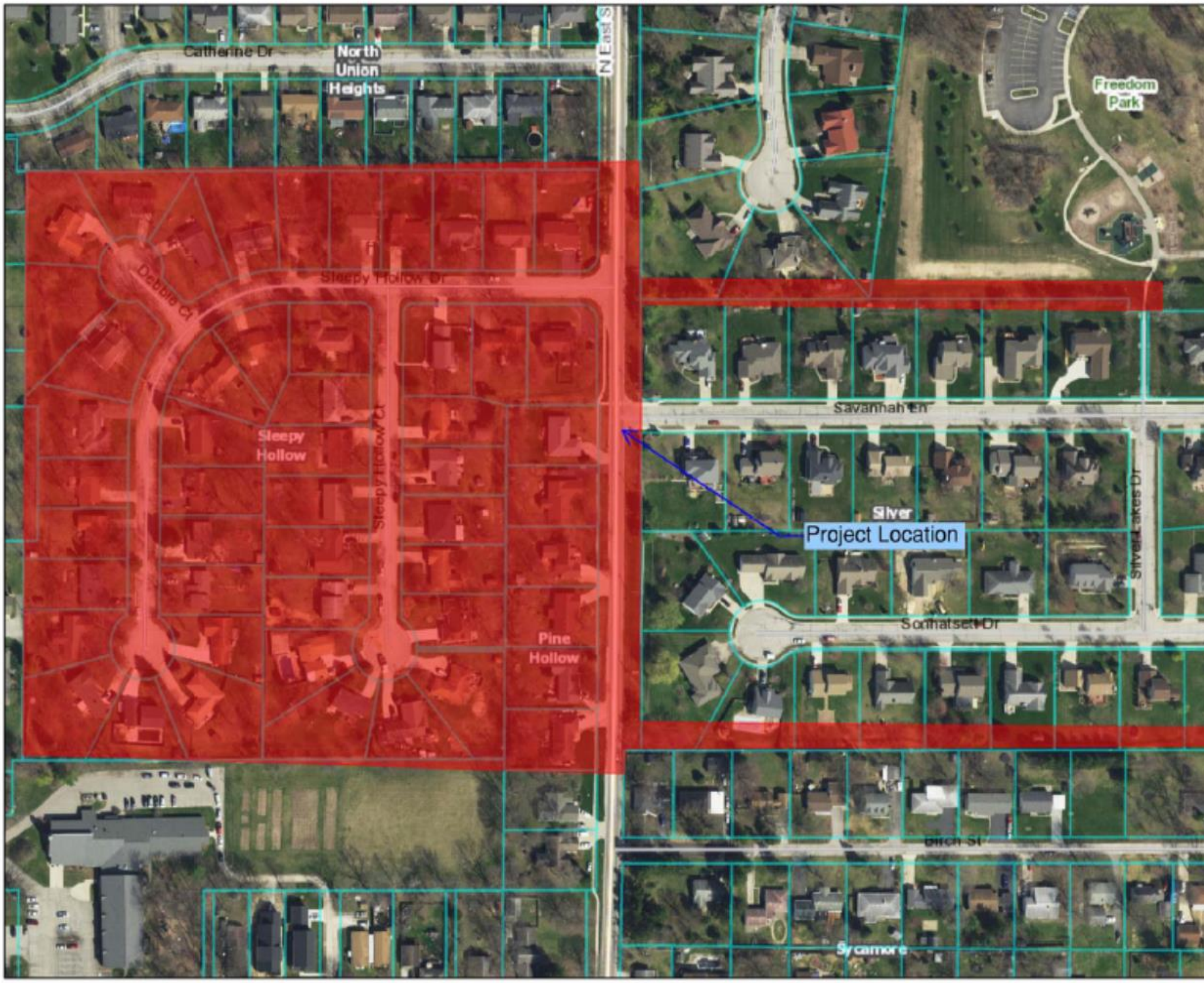
Exhibit C



First Add
Hadley Park
Roberts Addition To Westfield
Westfield Original
Project Location
Jersey St
Mill Stream
Park St
I B Anderson
S Union St
S Walnut St
Old Friends Cemetery Park
Parkway Cir
Roosevelt St

Exhibit D

Exhibit E



Catherine Dr
North Union Heights
N East St
Freedom Park
Sleepy Hollow Dr
Debbie Ct
Savannah Ln
Sleepy Hollow
Sleepy Hollow Ct
Silver
Project Location
Silver Lakes Dr
Sonhatset Dr
Pine Hollow
Birch St
Sycamore