



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_09_27_2017

Wednesday, September 27, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 27, 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:

Minutes - August 23, 2017

Documents: [Minutes - August 23, 2017](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Agreements and/or Memorandum of Understanding (MOU)

Action Item #2:

Chatham Hills Road Impact Fee Payment Agreement

Documents: [Chatham Hills RIF Payment Agreement](#)

Action Item #3:

Robinson Tract - Utility & Access Easement Agreement

Documents: [Westfield-Robinson Utility Access Agreement](#)

Action Item #4:

Northpoint, Bo Properties Westfield, Westfield Definitive Agreement - Signing Authority

Action Item #5:

146th Street Bridge - Maintenance Agreement for Lighting

Documents: [Maintenance Agreement for Lighting](#)

Action Item #6:

2017 Stormwater Bond

Documents: [Declaratory Resolution - 2017 Storm Water Bonds](#) | [2017 Stormwater Bond - Project Information](#)

Contracts/Leases

Action Item #7:

161st & Spring Mill Survey & Preliminary Design Contract

Documents: [161st & Spring Mill Contract](#)

Action Item #8:

United Consulting - Partial Inspection Services for Monon Trail Phase 7 Signing Authority

Documents: [United Consulting - Signing Authority](#)

Consent Agenda

September Bond Information

Documents: [Sept Bond Information](#)

Department Reports

Fire

WFD August Report

Documents: [WFD Aug Rept](#)

Police

WPD August Report

Documents: [WPD Aug Rept](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 23, 2017

The Westfield Board of Public Works and Safety met on August 23, 2017 at the Westfield Public Works Conference Room. Present were, Randy Graham, Mayor Cook, Deputy Clerk Treasurer Kim Strang, and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:08 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the July 26, 2017 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #2: Union Street Flats-Release & Termination of Easements

Brian Zaiger presented going over the release and termination of the un-needed easements by the City and Citizens Energy group.

Mayor Cook made the motion to approve the release & termination of the Easements. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: Amended Road Impact Fee Agreement-Liberty Ridge

Phil Sundling presented giving the details of the agreement.

Mayor Cook made the motion to approve the Agreement as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONSENT AGENDA:

Monon Trail Phase 7 Project-Title Sheet

WPD-Vehicle Disposals & Trades

August Bond Information

Mayor Cook made the motion to approve the Consent Agenda as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

- **Fire** –Chief Reed
- **Police**- Chief Rush
- **Public Works**- Jeremy Lollar

With no further business, Mayor Cook made the motion to adjourn. Randy Graham seconded. The meeting was adjourned at 1:28 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

Chatham Hills, LLP (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: 20298 Tomlinson Road

Parcel No: 08-05-24-00-02-131.000

Section 2. **Improvement Location Permit No.:** 17-C-006-699 (the "ILP").

Builder/Contractor: Garmong Construction

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 **\$109,641** on September 9, 2017, attached hereto as Exhibit B (17-RIFA-09) (the "Assessed Road Impact Fee"), as part of the Property Owner's filed ILP for the Real Estate.
- B. The Property Owner 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 Property Owner agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- E. The Property Owner 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 September 1, 2018, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,482.05
September 1, 2018:	\$20,831.79
September 1, 2019:	\$20,831.79
September 1, 2020:	\$20,831.79
September 1, 2021:	\$20,831.79
September 1, 2022:	\$20,831.79

Total Road Impact Fee: \$109,641.00

- F. The Property Owner 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.]

Chatham Hills, LLP (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

EXHIBIT A

LEGAL DESCRIPTION

Acreage 53.18 Section 24, Township 19, Range 3 CHATHAM HILLS Section 1 Block Pt 1 Irregular Shape

EXHIBIT B

ASSESSED ROAD IMPACT FEE

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 17-RIFA-09
 Assessment Date: 09/08/17
 Assessment Performed by: Pam Howard
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:		Applicant Information:	
Property Description: Chatham Hills Clubhouse		Chatham Hills, LLP	
Parcel: 08-05-24-00-02-131.000		Name: Steve Henke	
Address: 1100 Chatham Hills Blvd Westfield, IN 46074		Address: 20298 Tomlinson Rd Westfield, IN 46074	
		Contact: steve.henke@henkedevlopment.com	

Development Information:

Existing: undeveloped agricultural **Proposed:** 62,624 sq. ft. clubhouse

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:	Golf Course (430)		
Independent Variable:	27	holes	
Weighted Trip Average:	35.74	per	1 holes (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:

	holes	Variable	Trip Average		
Trips:	27	/	1	x	35.74 = 964.98 24-hour trips
Pass-by Trips:					
	Average pass-by trip percentage:		62.0%	pass-by trip reduction %	(destination use)
			598.29	pass-by trips	
Credits:	One Single-Family home to be demolished		0.00	included in calculation below	
	Total net trips:		366.69	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		
964.98	x \$ 299	= \$ 288,529	- \$ 178,888	-	=	\$ 109,641

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.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A&F Engineering Co., LLC ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: N/A

Project Description: Preliminary Engineering Design and Survey Services for a Roundabout at the Intersection of 161st Street and Spring Mill Road.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be September 27, 2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 169,630.00.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. **Confidentiality of LPA Information.**

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

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

11. **DBE Requirements.**

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

Notices to the LPA shall be sent to:

Mr. Phil Sundling, P.E.
City Engineer
City of Westfield
2706 E. 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Joseph T. Rengel, P.E., PTOE
Vice President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

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

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

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT



Signature

Joseph T. Rengel, P.E. – Vice President

(Print or type name and title)

Attest:

Signature

(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

Andy Cook, Mayor

(Print or type name and title)

Signature

Randy Graham

(Print or type name and title)

Signature

Kate Snedeker

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

- A. The CONSULTANT shall provide the field survey required from preparation of design plans in conformance with the requirements of Title 865 IAC 1-12 et suquentia and the "Survey Manual, Location Surveys, Indiana State Highway Commission", a copy of which is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made part hereof. As a minimum the survey shall include locating all wells, utilities, septs and structures within 100 feet of the existing road centerline of 85 feet beyond the proposed future right-of-way whichever is greater. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs.
- B. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a Public Meeting, no further work shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY. Plan and profile sheets shall be drawn to a scale of 1"=20' for urban areas or 1"=50' for rural areas. Road detail sheets shall be drawn to a scale of 1"=20'.

Following approval of the preliminary plans, the CONSULTANT shall prepare contract plans, special provisions for the specifications, and final cost estimates for the construction of the signs, road and bridge. The cost estimates for construction shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties will perform the actual construction, or engineering. The unit prices to be used shall be in accordance with the methods used by the LOCAL PUBLIC AGENCY.

The CONSULTANT shall attend all such conferences with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

- C. The CONSULTANT shall identify and notify all affected Utilities and coordinate plans for utility relocation. The CONSULTANT shall prepare all required utility relocation agreements. The CONSULTANT shall maintain a record of all utility contracts to be submitted to the LPA. The work shall comply with INDOT requirements for utility coordination on federally funded projects. The cost of this work is included in the design fees.

D. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:

- 1 - Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 24" sheets prepared with the following process: ink or electronic printing on mylar for the Title Sheet and Estimate of Quantity Sheet. All other sheets, except cross-sections, to be electrostatic printing, ink or pen on mylar. The cross-sections for computing earthwork quantities shall be on approved cross-section medium, in ink or electrostatic printing.
- 1 - Set of plan sheets and all right of way plans in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
- 1 - Set of Special Provisions for Specifications.
- 1 - Copy of construction cost estimates.
- 1 - Copy all design computations, Indexed, Paged and Bound.

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LOCAL PUBLIC AGENCY. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

E. In fulfillment of this Agreement the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the LOCAL PUBLIC AGENCY and other public agencies having a legal jurisdiction over the project.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis
14. Geotechnical investigation, if applicable

APPENDIX "C"

SCHEDULE:

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

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

- | | |
|-----------------------|--|
| A. Topographic Survey | Within 30 calendar days after notice to proceed |
| B. Preliminary Design | Within 90 calendar days after notice to proceed |
| C. Final Design | Within 120 calendar days after receipt of comments on preliminary plans by LPA |

APPENDIX "D"**COMPENSATION:****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 169,630.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

a. Topographic Survey	\$ <u>24,900.00</u>
b. Preliminary Design	\$ <u>37,925.00</u>
c. Preliminary Utility Coordination	\$ <u>5,495.00</u>
d. Final Design	\$ <u>88,495.00</u>
e. Final Utility Coordination	\$ <u>12,815.00</u>

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted.



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

Contact: Fire Chief

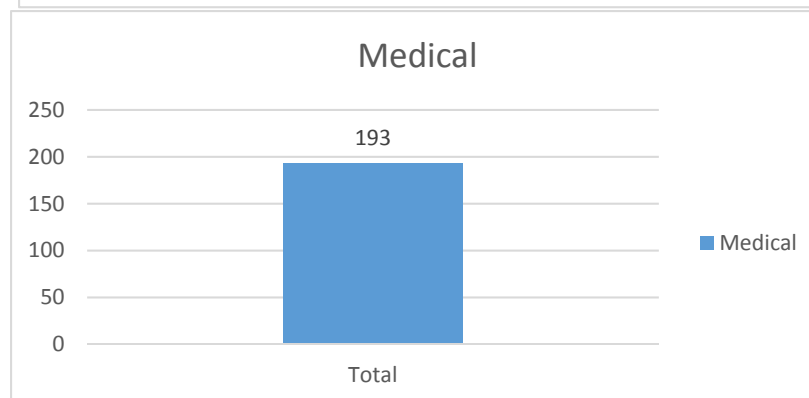
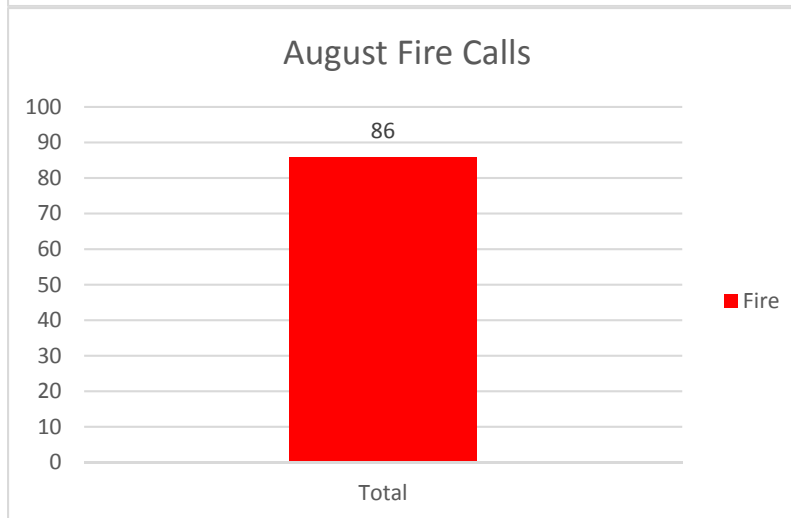
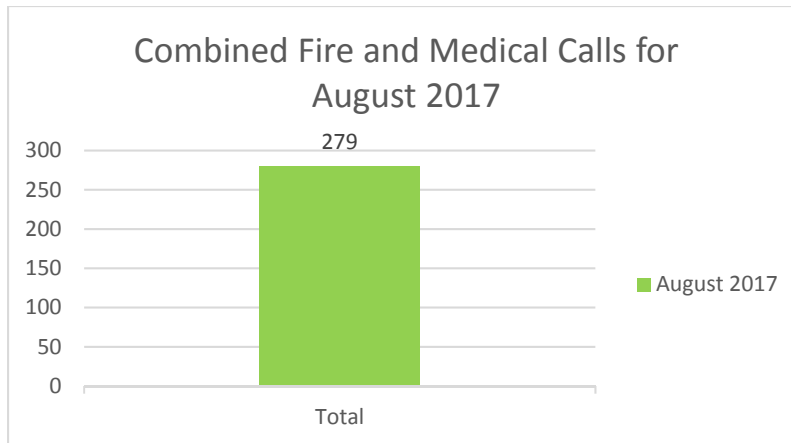
Marcus Reed

Or Nikki Hartman

804-3304

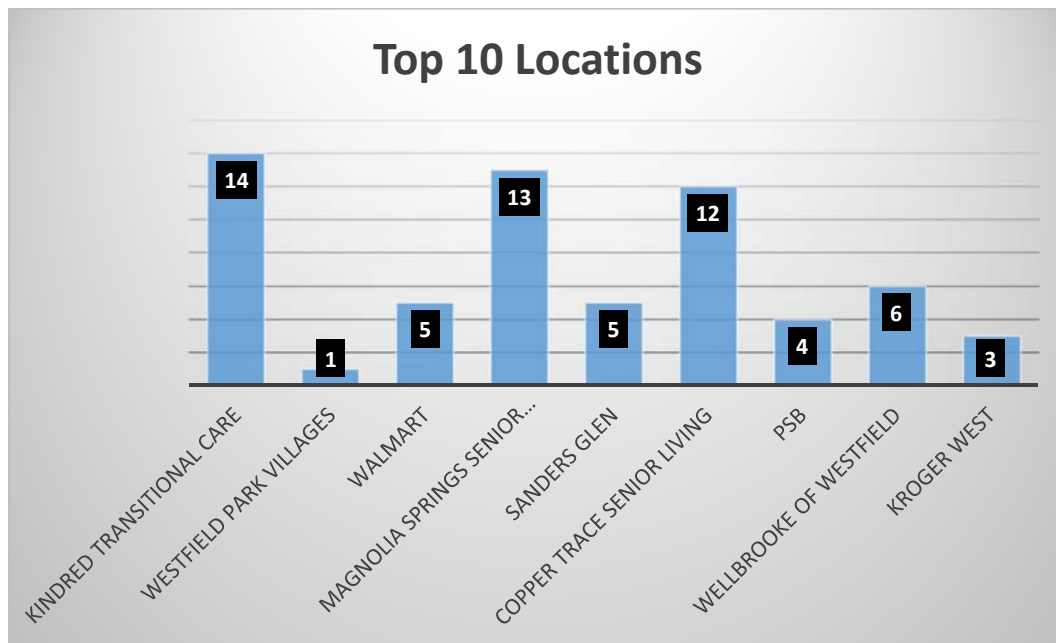
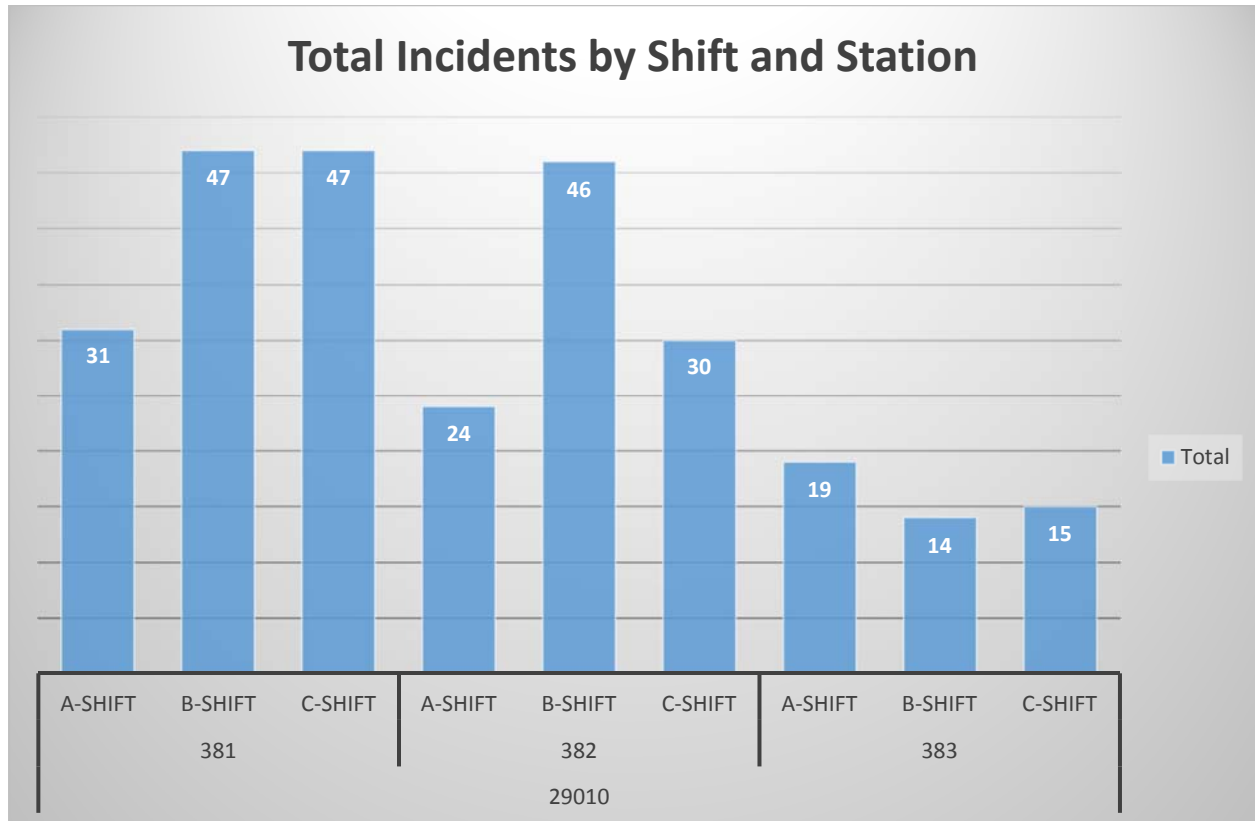


Westfield Fire Department 2017 Incident Statistics



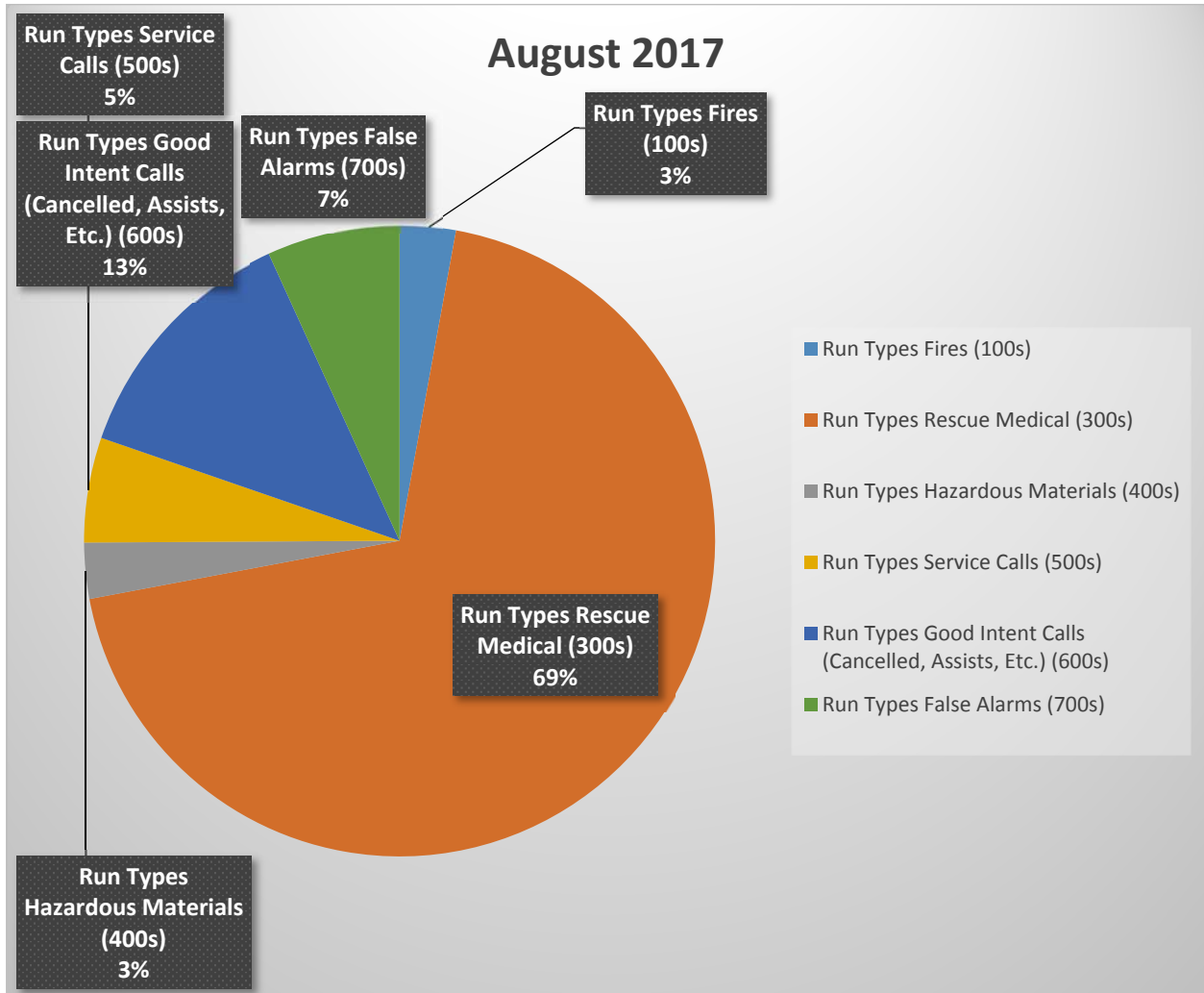


Westfield Fire Department 2017 Incident Statistics





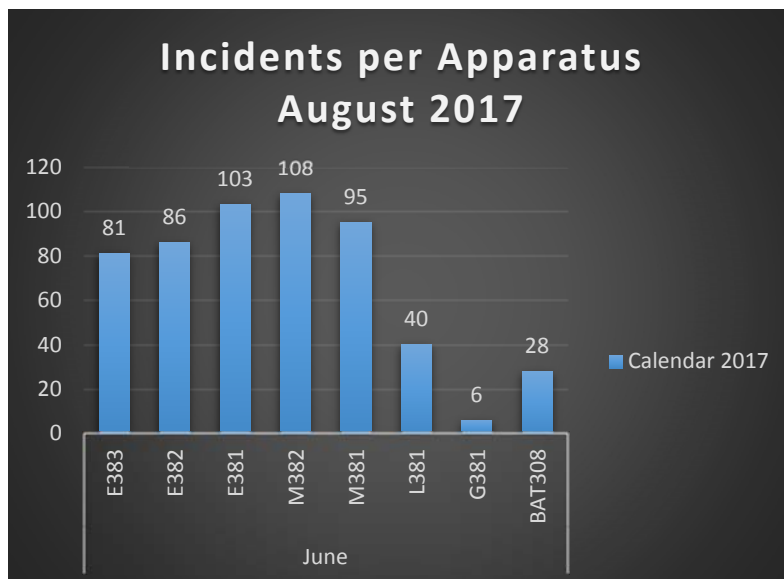
Westfield Fire Department 2017 Incident Statistics



August	279
100s	8
300s	193
400s	8
500s	15
600s	36
700s	19

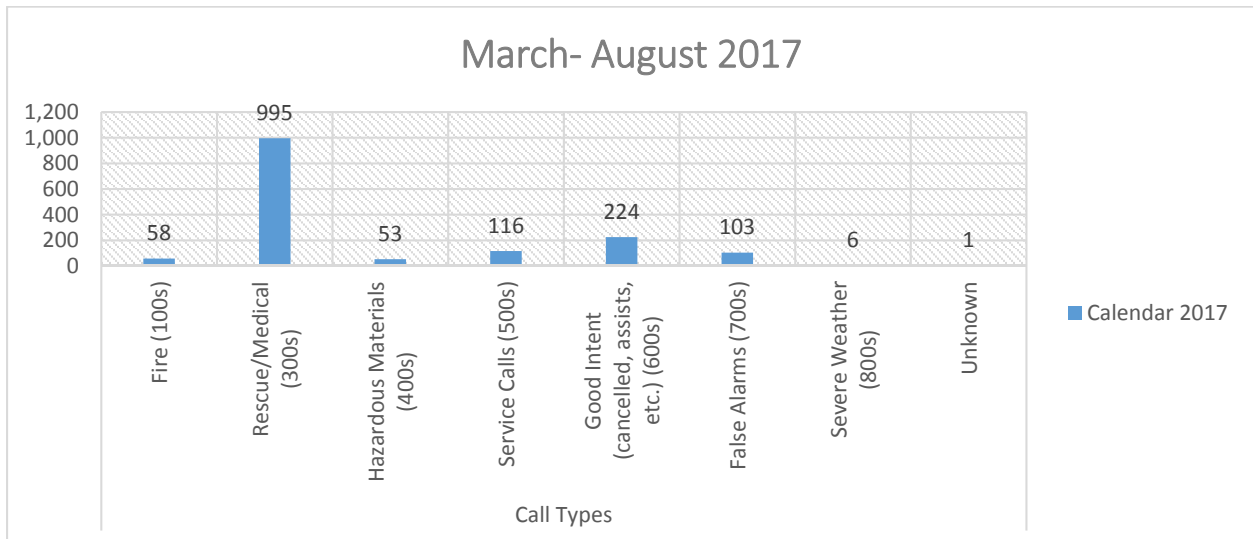
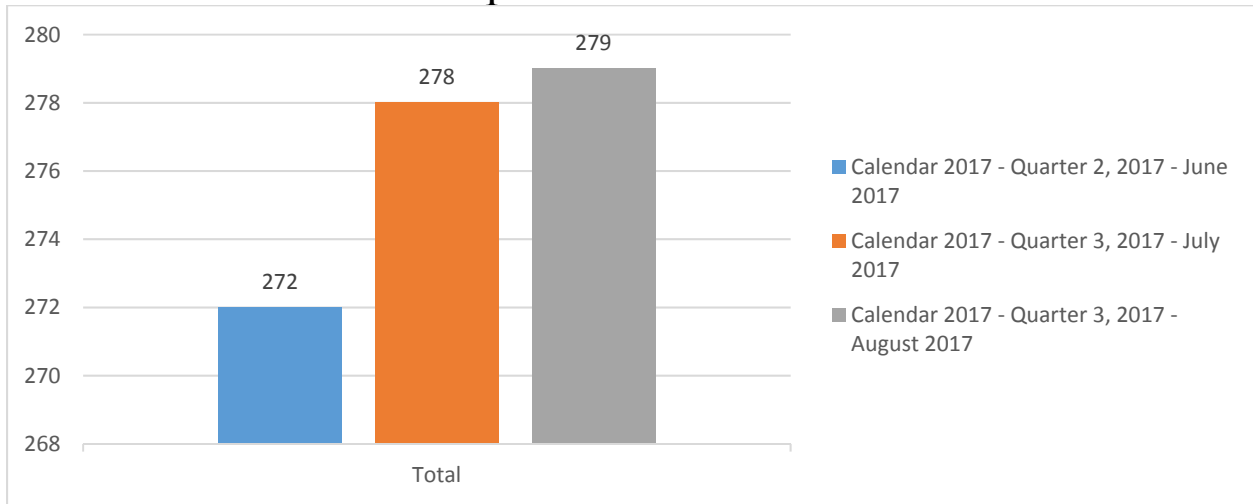


Westfield Fire Department 2017 Incident Statistics





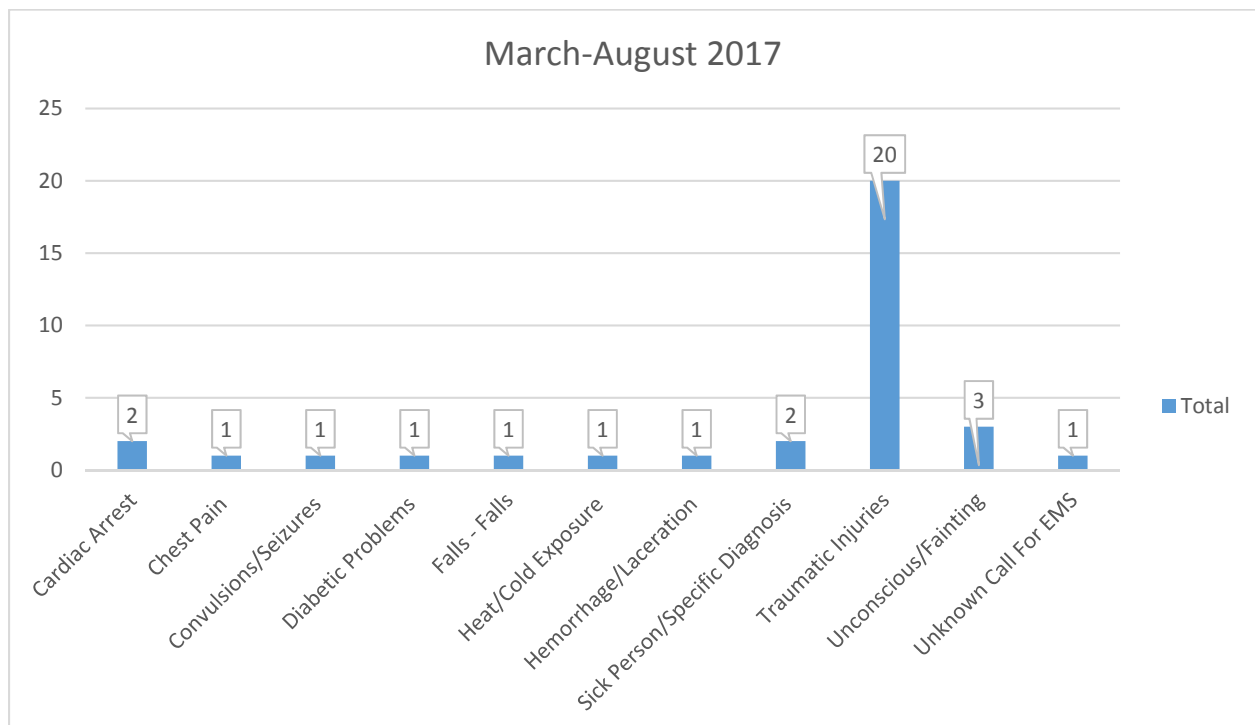
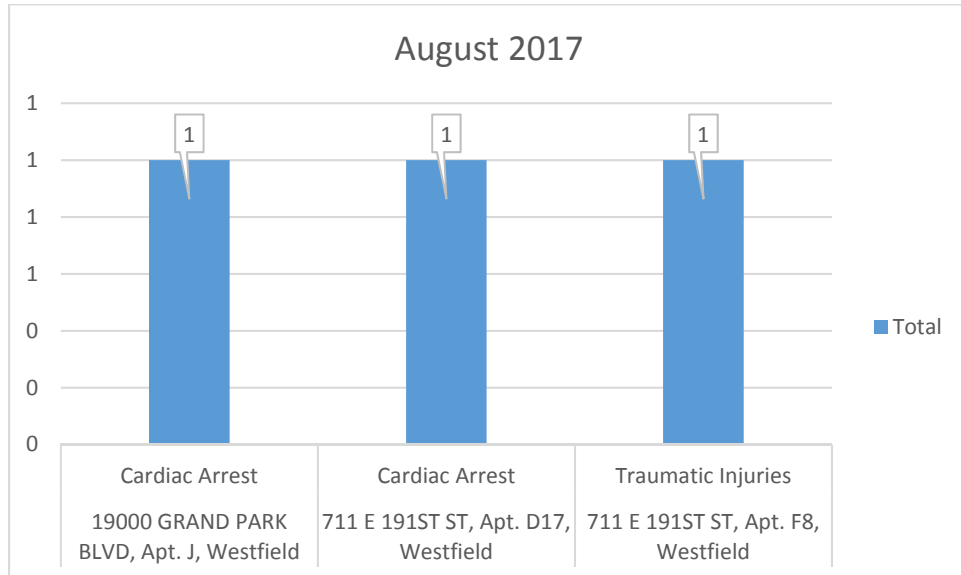
Westfield Fire Department 2017 Incident Statistics





Westfield Fire Department 2017 Incident Statistics

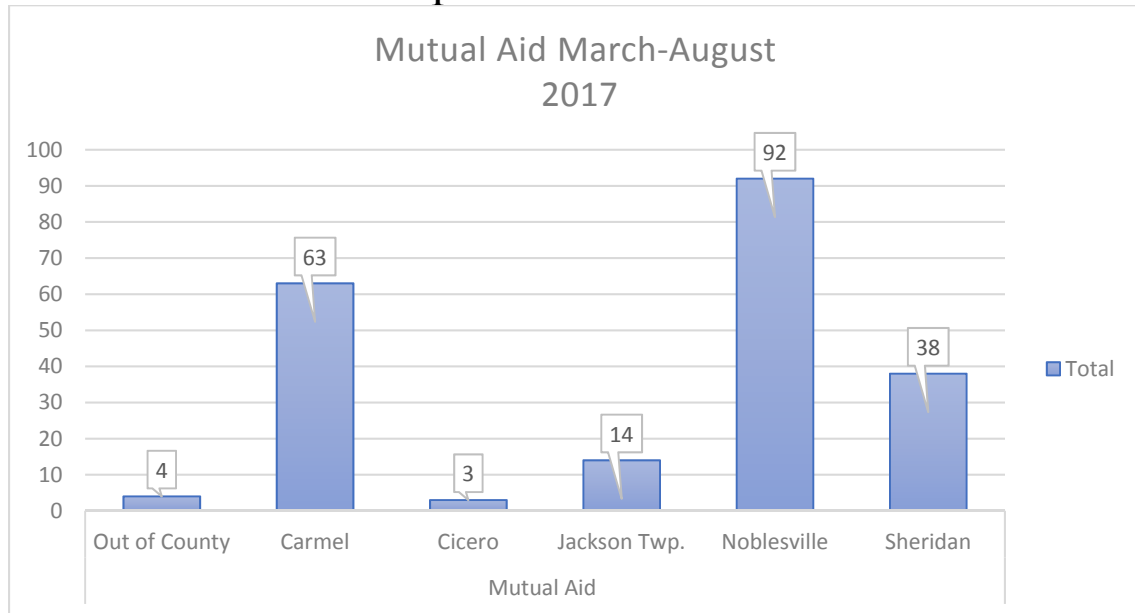
Grand Park Data



34 runs total



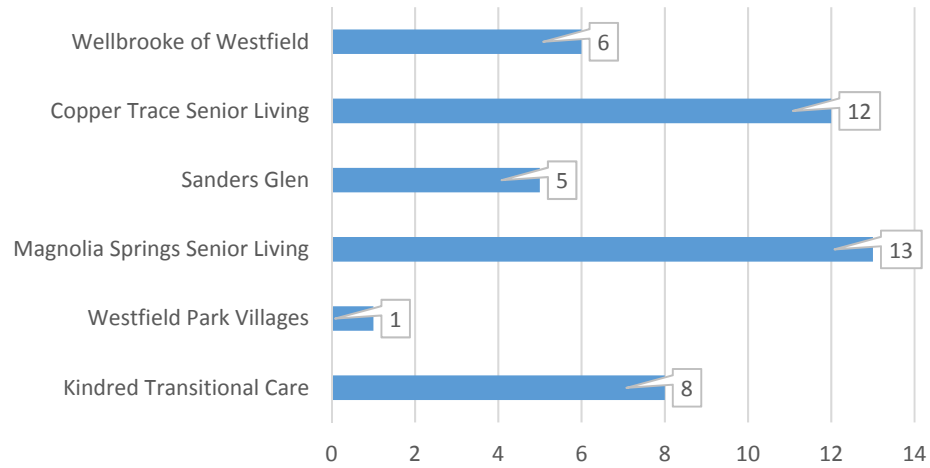
Westfield Fire Department 2017 Incident Statistics



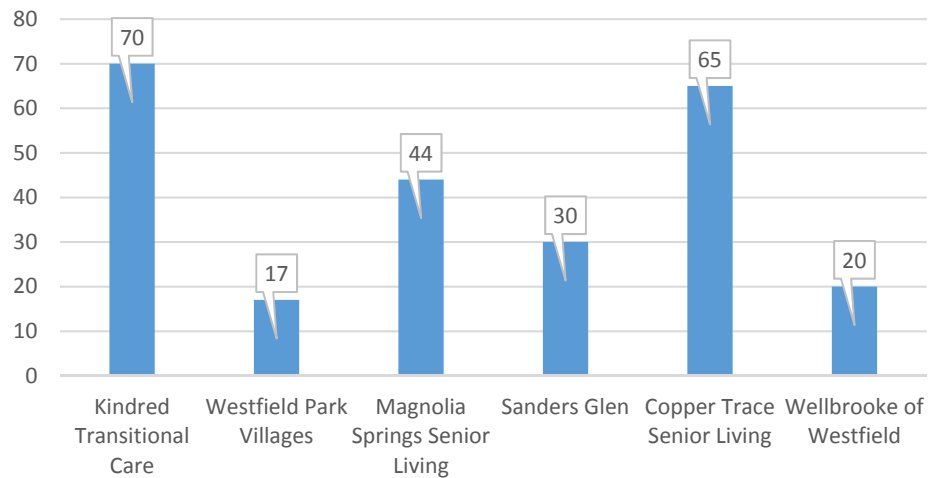


Westfield Fire Department 2017 Incident Statistics

Care Facility Runs- August 2017



Care Facility Runs March-August 2017



Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2017

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WESTFIELD POLICE DEPARTMENT

August 2017

Events by Nature

911 Hang Up	37
Abandoned Vehicle	8
Abuse / Neglect	3
Accident - Hit & Run	4
Accident - Other	1
Accident - Property Damage	59
Accident - Personal Injury	5
Accident - Unknown	9
Alarm - Other	0
Alarm - Burglar	138
Alarm - Hold Up	11
Animal Bite / Attack	5
Animal Complaint	27
Assist Fire	25
Assist Other Department	17
Assist Public	33
Battery	6
Burglary	10
Case Follow Up	98
Child Seat Inspection	0
Civil Dispute	27
Criminal Mischief	16
Damage to Property	0
Death Investigation	0
Directed Patrol	3
Disturbance	29
Driving Complaint	57
Drug Complaint	8
Escort	1
Fight	1
Firearms Shots	2
Found / Lost Property	19
Found Person	3
Fraud Prescription	0
Fraud / Deception	20
Harassment	22
Intoxicated Person	
Investigation	8
Juvenile Complaint	7
K9 Detail	0

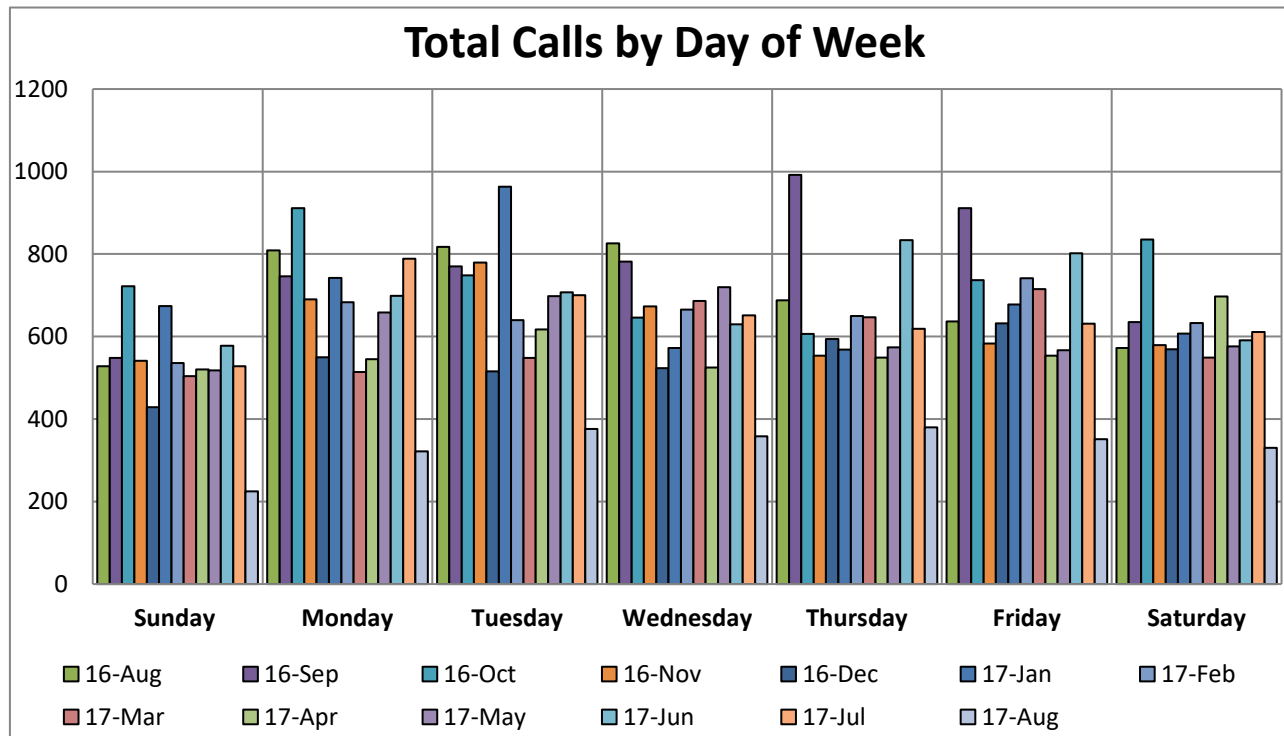
Kidnapping	1
Lock Out	49
Loud Party	9
Mental Emotional - Violent	1
Mental Person	5
Miscellaneous	9
Missing Person	6
New Call	11
Nuisance	7
Ordinance Misc.	15
Parking Complaint	26
Physical Disturbance	19
Reckless Activity	0
Road Rage	1
Robbery	1
Runaway	1
Security Check	4
Sex Offense	1
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	97
Suspicious Package	0
Theft	43
Theft - From a Vehicle	12
Theft - of a Vehicle	7
Threat to Life	1
Threatening Suicide	7
Tow Release	0
Traffic Hazard	66
Transport	2
Trespassing	8
Traffic Stop	1104
Unknown Call for Police	2
VIN Check	37
Wanted	3
Warrant Service	8
Weapons Complaint	2
Welfare Check	52
Total	2336

WESTFIELD POLICE DEPARTMENT

August 2017

Total # of Calls by Day of Week

DAY	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
Sunday	528	548	722	541	429	674	536	504	520	518	578	528	225
Monday	809	746	911	690	550	742	683	514	545	658	699	789	322
Tuesday	817	770	748	779	516	963	640	548	617	698	707	700	376
Wednesday	826	782	646	673	523	572	665	686	525	720	630	651	358
Thursday	688	992	606	554	594	568	650	647	549	574	834	619	380
Friday	637	911	737	583	632	678	741	715	554	567	802	631	351
Saturday	572	635	835	579	569	607	633	549	697	576	591	611	330
TOTAL	4877	5384	5205	4399	3813	4804	4548	4163	4007	4311	4841	4529	2342



WESTFIELD POLICE DEPARTMENT

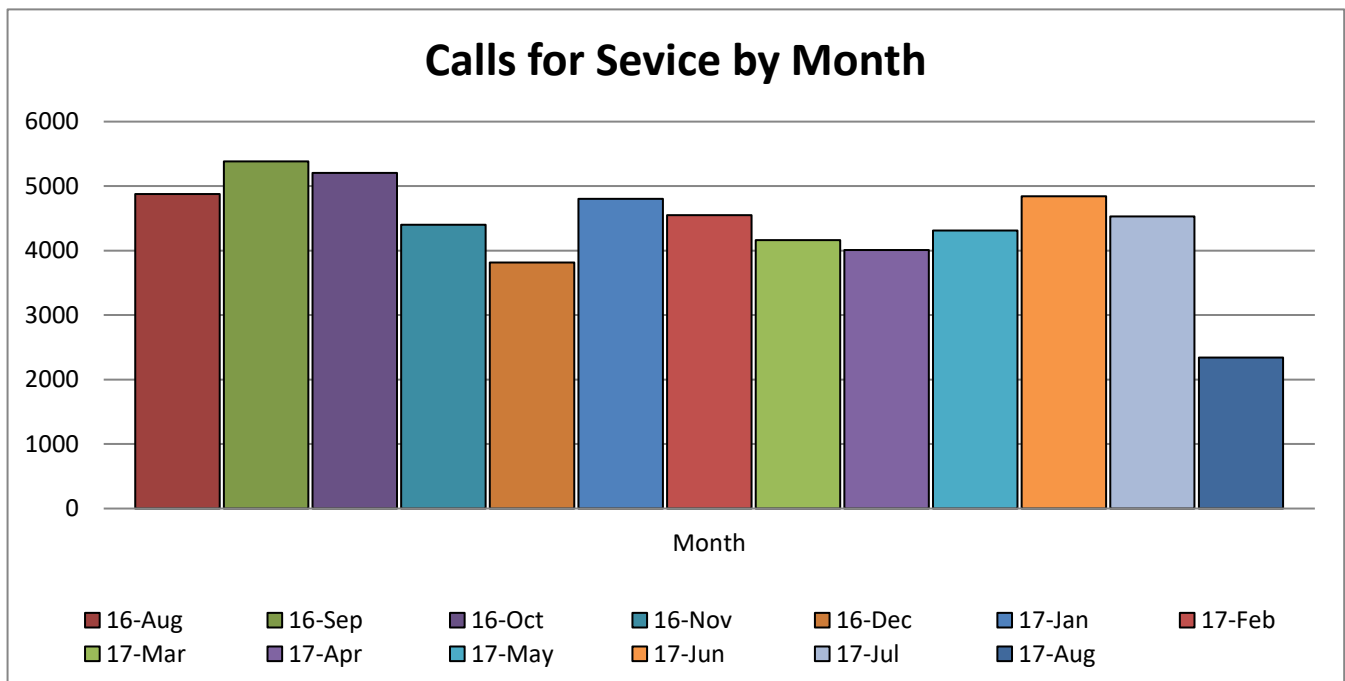
August 2017

Total # of Calls by Hour of Day

Hour	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
0	217	268	258	197	182	237	209	174	159	182	158	156	101
1	209	261	262	256	182	280	215	201	143	181	153	139	49
2	183	228	204	191	131	198	222	154	139	138	180	143	34
3	163	167	211	168	116	139	172	171	116	124	129	114	25
4	122	115	137	94	91	144	146	140	89	152	121	105	27
5	159	184	218	174	117	238	255	225	185	181	197	221	22
6	210	262	247	183	162	287	294	238	184	245	278	255	54
7	262	271	246	211	226	219	232	269	240	207	255	190	97
8	264	247	223	173	176	166	191	184	223	215	290	223	119
9	185	198	193	170	147	151	145	150	175	168	249	207	93
10	296	293	242	235	208	169	196	229	243	238	278	260	132
11	183	205	166	169	160	124	131	142	151	152	178	200	99
12	140	168	156	163	115	132	151	164	148	158	177	183	132
13	242	224	206	175	179	220	154	193	201	185	216	196	161
14	209	232	193	213	155	219	184	170	221	186	226	228	152
15	194	203	181	179	143	169	172	156	196	179	206	199	122
16	140	170	130	134	112	147	142	136	143	156	189	153	111
17	203	234	177	125	139	138	149	122	137	174	224	152	111
18	323	363	350	323	291	332	258	205	211	243	246	267	123
19	259	302	326	271	211	285	228	197	192	201	214	211	112
20	108	150	178	136	131	120	124	96	70	120	123	115	87
21	167	150	188	87	93	150	128	111	85	128	119	148	105
22	225	223	229	175	162	279	191	163	165	199	192	248	145
23	214	266	284	197	184	261	259	173	191	199	243	216	129
TOTAL	4877	5384	5205	4399	3813	4804	4548	4163	4007	4311	4841	4529	2342

WESTFIELD POLICE DEPARTMENT

August 2017



WESTFIELD POLICE DEPARTMENT

August 2017

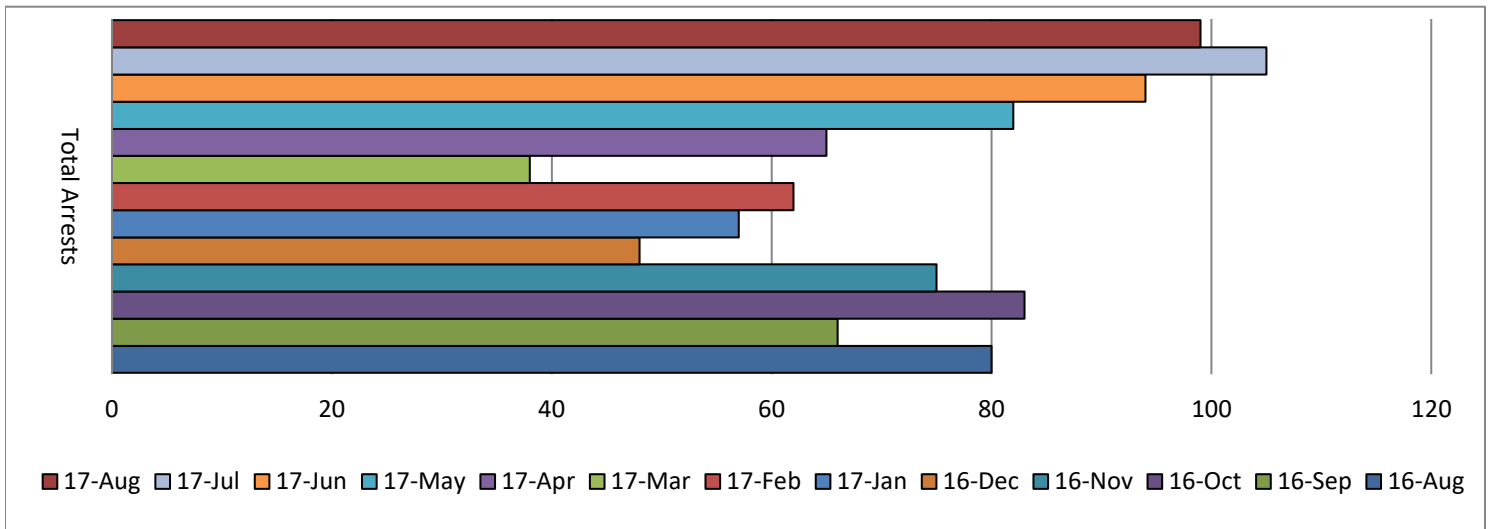
UCR OFFENSES

OFFENSE	16-Aug	16-Sep	16-Sep	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	1	0	0	0	0	0	0	0	0
Rape	0	0	1	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	1	0	3	0	0	1	0	1	0	0
Battery - Aggravated	2	0	6	1	1	2	4	1	1	3	1	0	0
Battery - Simple	23	18	10	22	18	11	9	13	14	20	10	12	11
Burglary	5	3	0	1	1	7	2	4	0	0	3	0	1
Theft	30	25	31	36	18	33	25	27	18	32	33	37	41
Motor Vehicle Theft	1	3	1	1	1	2	0	2	3	2	0	1	3
TOTAL	61	49	49	62	40	58	40	47	37	57	48	50	56

WESTFIELD POLICE DEPARTMENT

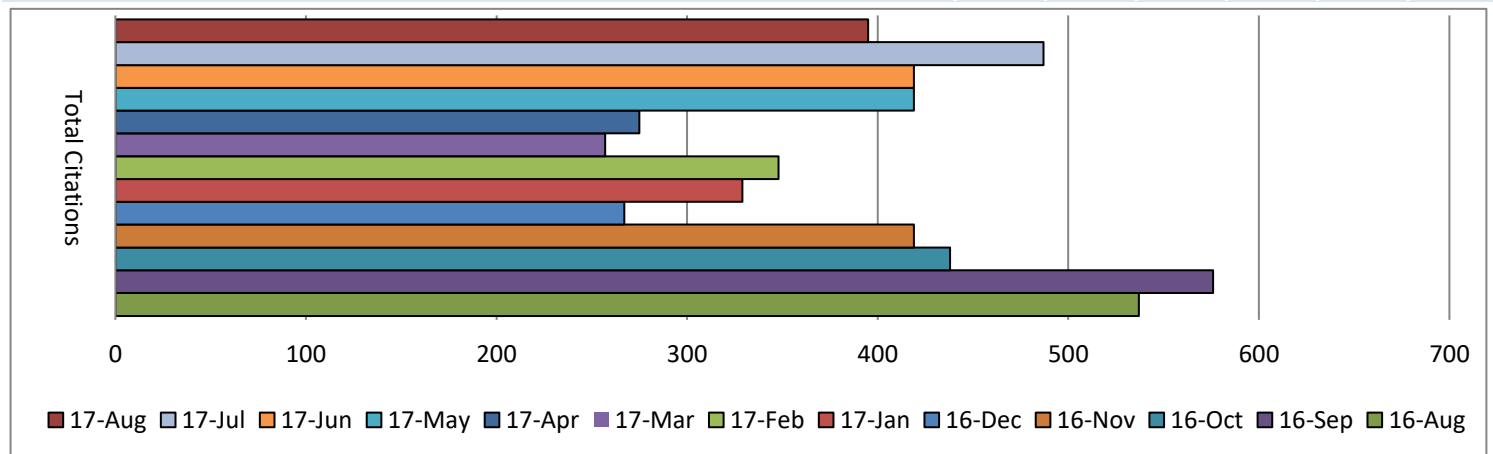
August 2017

Arrest Reports Taken	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
Alcohol/ Drug Related	32	26	33	32	15	21	35	17	26	17	20	26	23
Felony Charges	17	9	20	27	20	24	21	17	23	12	7	11	13
Misdemeanor Charges	94	74	106	98	57	75	79	35	106	81	101	114	86
Total Arrests	80	66	83	75	48	57	62	38	65	82	94	105	99



Traffic	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
Total Citations	537	576	438	419	267	329	348	257	275	419	419	487	395
Total Written Warnings	1205	1481	1112	932	867	947	1059	476	757	937	1070	1135	1125
Total Traffic Accidents	63	66	65	59	94	74	50	47	57	51	65	51	61
Property Damage	50	56	54	50	77	65	41	41	50	43	59	44	48
Personal Injury	13	10	11	9	16	9	9	6	7	8	6	7	9
Fatality	0	0	0	0	1	0	0	0	0	0	0	0	0
Hit and Run*	4	4	8	5	13	9	11	6	7	6	5	5	4

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

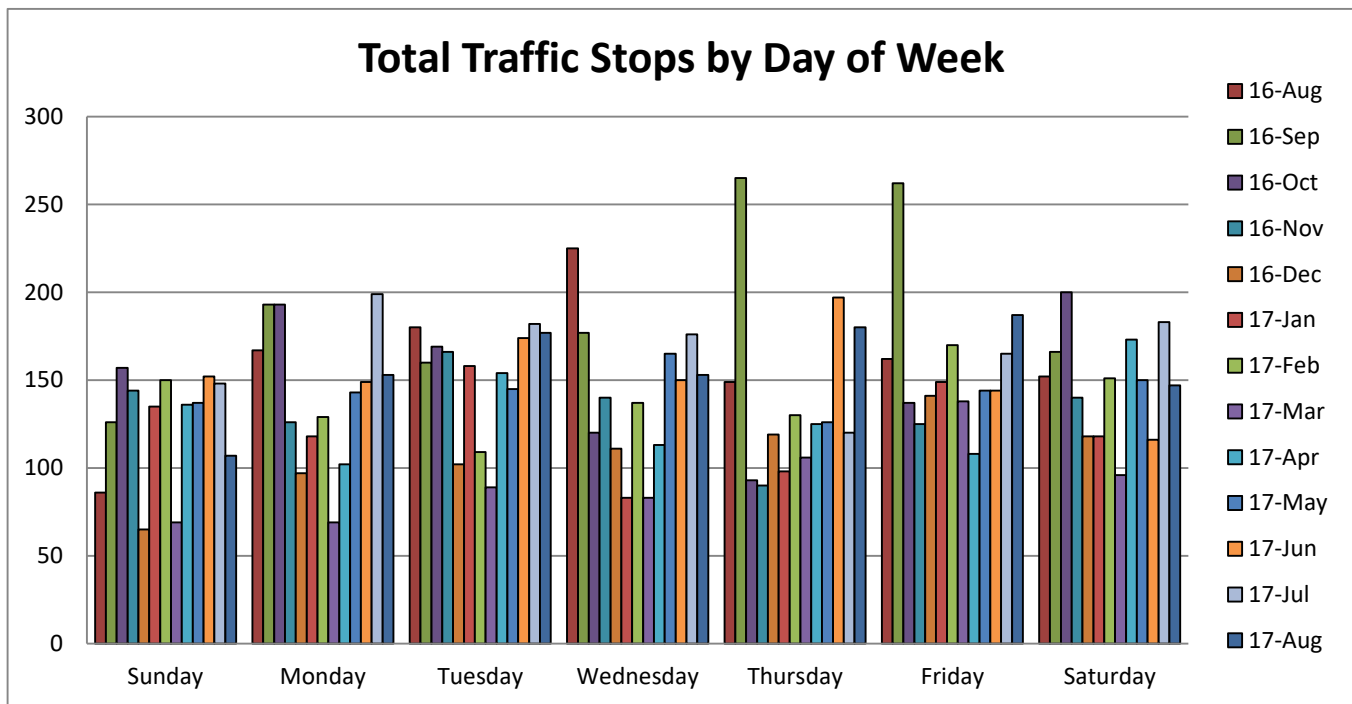


WESTFIELD POLICE DEPARTMENT

August 2017

Traffic Stops by Day of Week

Day:	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
Sunday	86	126	157	144	65	135	150	69	136	137	152	148	107
Monday	167	193	193	126	97	118	129	69	102	143	149	199	153
Tuesday	180	160	169	166	102	158	109	89	154	145	174	182	177
Wednesday	225	177	120	140	111	83	137	83	113	165	150	176	153
Thursday	149	265	93	90	119	98	130	106	125	126	197	120	180
Friday	162	262	137	125	141	149	170	138	108	144	144	165	187
Saturday	152	166	200	140	118	118	151	96	173	150	116	183	147
TOTAL	1121	1349	1069	931	753	859	976	650	911	1010	1082	1173	1104



WESTFIELD POLICE DEPARTMENT

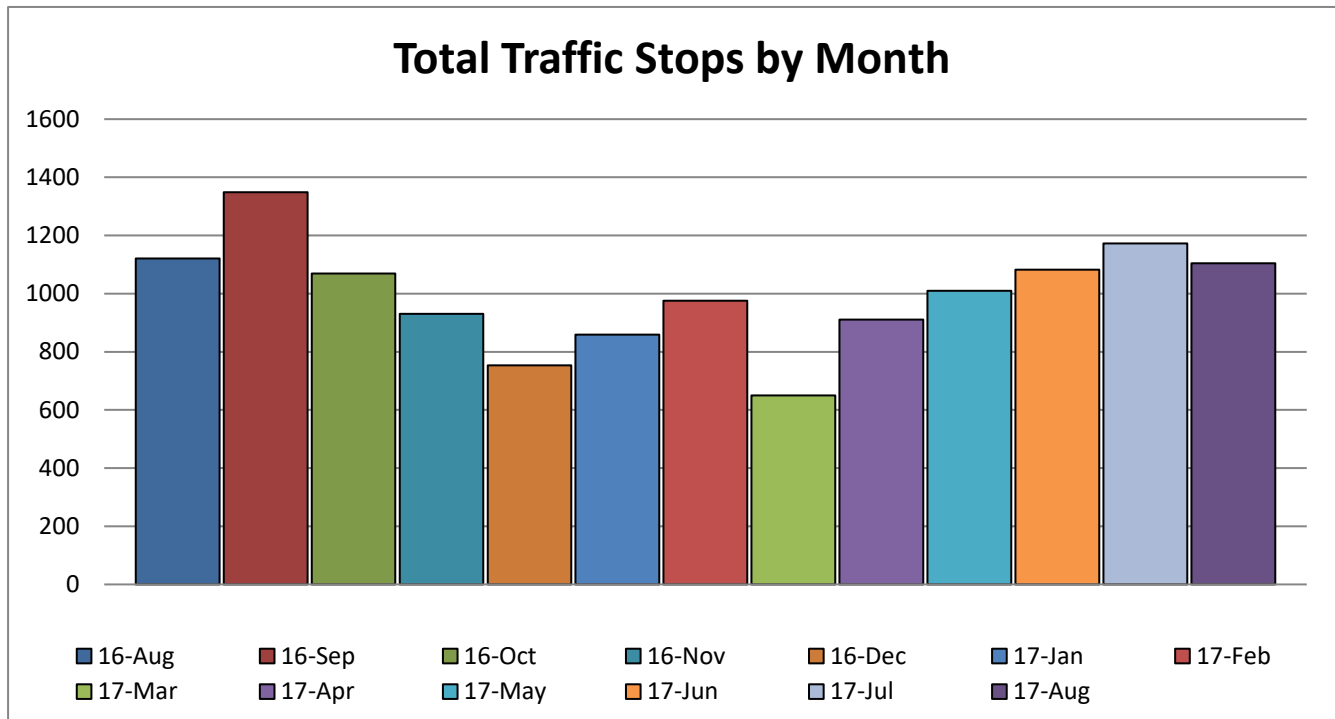
August 2017

Traffic Stops by Hour of the Day

Hour:	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug
0	47	70	57	54	43	42	40	32	46	53	57	50	67
1	38	40	39	49	23	24	35	17	29	40	25	32	31
2	11	21	23	27	11	15	18	12	14	29	22	24	15
3	10	16	19	20	1	9	15	9	10	12	18	11	11
4	8	9	20	11	3	7	6	5	10	8	10	6	6
5	5	17	11	12	2	9	6	5	3	4	2	1	6
6	23	28	22	11	11	19	17	7	22	29	21	39	28
7	77	47	50	48	31	49	59	34	59	65	78	52	63
8	62	80	56	32	45	44	62	47	52	73	108	75	69
9	52	63	48	50	35	41	55	30	50	52	105	76	54
10	97	114	79	68	64	48	80	64	91	83	89	93	65
11	56	56	53	40	31	26	50	34	53	44	42	61	35
12	30	41	31	42	33	31	53	38	58	32	43	45	48
13	68	55	67	43	44	70	48	50	65	51	52	73	86
14	63	72	45	63	46	66	44	38	54	54	53	74	77
15	60	74	44	38	32	40	34	18	48	36	45	51	40
16	26	44	31	16	20	27	22	14	22	22	43	23	51
17	35	48	23	13	12	19	22	12	24	31	38	25	31
18	98	101	61	70	69	64	61	27	34	58	56	82	49
19	54	96	67	58	59	47	47	37	42	53	46	67	43
20	28	49	37	27	31	23	27	9	11	29	13	23	29
21	42	47	50	13	17	28	44	18	9	17	14	24	44
22	71	71	63	58	40	74	60	48	40	58	46	94	83
23	60	90	73	68	50	37	71	45	65	77	56	72	73
TOTAL	1121	1349	1069	931	753	859	976	650	911	1010	1082	1173	1104

WESTFIELD POLICE DEPARTMENT

August 2017



**Westfield Police Department
Community Events
August 2017**

8/1 Jake Laird Community / National Night Out

8/5 Village Farms Annual Splash Bash – Officer Tribbett

8/6 Story Time with the Westfield Police

8/20 Bridgewater Block Party – Days A

8/28 Oak Trace 1st Grade Police Department Visit – Officer Martin

8/28 Barktoberfest K9 Demo – Officer Swiatkowski

**Westfield Police Department
Monthly Training Summary
August 2017**

8/1-4 Reid Technique – Officer Stubbs

8/4 Monthly K9

8/7-11 Enhanced Incident Management / Unified Command – Sgt. Grimes

8/7-10 Department EVO

8/7-11 K9 Olympics / Recertification

8/14-9/1 K9 Certification – Officer Abney

8/14-25 Traffic Crash Reconstruction – Officer Hopkins

8/16 Breath Test Certification – Officer Burtron

8/30-9/1 Investigating Officer Involved Shootings – Capt. Lowes, Lt. Houston



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
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2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: September 27, 2017

Re: Action Item - Signing Authority

Towne Road from 156th to 166th – Partial Inspection

Monon Trail Phase 7 – Partial Inspection

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Construction Engineering (Inspection) services for both the Towne Road from 156th to 166th project and the Monon Trail Phase 7 project. The total contract will not exceed \$59,800 for Monon 7 and \$85,600 for Towne Road.

Kate Snedeker

Randy Graham

Andy Cook



September 27, 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:

- Chatham Commons, Bond #9243254, \$335,500.00, Streets/Curbs
- Chatham Commons, Bond #9243255, \$669,900.00, Storm Sewer
- Chatham Commons, Bond #9243256, \$8,690.00, Erosion Control
- Enclave at Andover, Section 2, Bond #452398S, \$128,895.53, Pavement Improvements, Stone Base, & Asphalt
- Enclave at Andover, Section 2, Bond #SUR0044944, \$22,793.54, Curbs
- Enclave at Andover, Section 2, Bond #452400S, \$142,382.66, Storm Infrastructure
- Enclave at Andover, Section 2, Bond #452401S, \$8,928.15, Common Area Sidewalks & ADA Ramps
- Enclave at Andover, Section 2, Bond #452399S, \$24,047.65, Erosion Control
- Enclave at Andover, Section 2, Bond #452396S, \$2,118.60, Signage
- Enclave at Andover, Section 2, Bond #452397S, \$12,870.00, Monumentation
- Harmony, Section 5A, Bond #1151406, \$436,632.55, Streets/Curbs
- Harmony, Section 5A, Bond #1151407, \$612,624.10, Storm
- Harmony, Section 5A, Bond #1151408, \$61,763.96, Sidewalks
- Harmony, Section 5A, Bond #1151409, \$44,127.60, Trail
- Harmony, Section 5A, Bond #1151410, \$115,777.49, Erosion Control
- Harmony, Section 5A, Bond #1151411, \$44,557.32, ROW Improvements
- Lakes at Shady Nook, Section 2C, Mass Grading, Bond #1153318, \$93,197.00, Erosion Control
- Bent Creek, Section 1, Bond #268010121 (and Rider), \$75,359.00, Multi Use HMA Path
- Bent Creek, Section 1, Bond #268010122 (and Rider), \$83,223.00, Erosion Control
- Bent Creek, Section 1, Bond #268010123 (and Riders), \$397,431.00, Roadway Improvements, Pavement, & Curbs
- Bent Creek, Section 1, Bond #268010124 (and Rider), \$189,520.00, ROW Improvements

- Bent Creek, Section 1, Bond #268010125 (and Riders), \$64,084.00, Common Area Sidewalks & ADA Ramps
- Bent Creek, Section 1, Bond #268010126 (and Rider), \$284,186.00, Storm Infrastructure
- Andover North, Section 4, Bond #452404S, \$258,545.38, Storm Infrastructure
- Andover North, Section 4, Bond #452405S, \$153,061.12, Pavement Improvements, Stone Base, Asphalt, & Curbs
- Andover North, Section 4, Bond #452403S, \$6,340.40, Common Area Sidewalks & ADA Ramps
- Ashford Place, Section 2, Bond #024072890, \$12,579.60, 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:

- Lakes at Shady Nook, 2A, Bond #1145153, \$69,815.00, Erosion Control
- Lakes at Shady Nook, 2B, Bond #1145162, \$32,240.00, Erosion Control
- North Union Street Extension, Bond #106109384, \$988,500.00, Road Reconstruction, Asphalt, Concrete, & Pipe
- 161st Street & Carey Road Roundabout, Bond #929588839, \$2,351,918.00, RAB Construction
- Sheffield Park, Section 1, Bond #1118557, \$545,590.65, Storm Sewers, Curbs, Sidewalks, & Erosion Control

Maintenance Bond Acceptance

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

- Lakes at Shady Nook, 2A, Bond #1153301, \$35,678.00, Streets/Curbs, Storm Sewer, Sidewalks & Erosion Control
- Lakes at Shady Nook, 2B, Bond #1153302, \$13,034.00, Streets/Curbs, Storm Sewer, Sidewalks & Erosion Control
- Sheffield Park, Section 1, Bond #1151400, \$620.00, Erosion Control
- Sheffield Park, Section 1, Bond #BMID360652, \$629.00, Sidewalk
- Sheffield Park, Section 1, Bond #BMID360649, \$4,500.00, Concrete Curbs
- Sheffield Park, Section 1, Bond #9264035, \$61,829.00, Streets, Storm Sewer & Asphalt Trail

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

JOINT USE AND MAINTENANCE AGREEMENT

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION

And

THE HAMILTON COUNTY, INDIANA BOARD OF COMMISSIONERS

And

THE CITY OF CARMEL

And

THE CITY OF WESTFIELD

Concerning

INSTALLATION AND MAINTENANCE OF ENHANCEMENTS

EDS # _____

This Joint Use and Maintenance Agreement (“AGREEMENT”) is made and entered into _____, 2017, by and through the Indiana Department of Transportation (“INDOT”), and the Hamilton County, Indiana Board of Commissioners, (hereinafter referred to as the “COUNTY”), and the City of Carmel, (hereinafter referred to as “Carmel”) and the City of Westfield, (hereinafter referred to as “Westfield”) collectively referred to as the PARTIES.

RECITALS

WHEREAS, the COUNTY and INDOT entered into an Interlocal Agreement (EDS #A249-12-320711) dated October 23, 2012 concerning the reconstruction of 146th Street in Carmel, Indiana; and

WHEREAS, as part of that Interlocal Agreement, the COUNTY and INDOT agreed to the installation of future lighting along the 146th Street Bridge over U.S. 31; and

WHEREAS, the COUNTY would like to add lighting (“Enhancements”) and INDOT and the COUNTY are agreeable to such Enhancements to the 146th Street Bridge; and

WHEREAS, the COUNTY has agreed to pay for all costs associated with the installation of the Enhancements; and

WHEREAS, Carmel and Westfield have agreed to maintain the Enhancements after the installation to the satisfaction of INDOT and pay for all costs associated with future maintenance; and

WHEREAS, the Enhancements will occur within state owned or controlled right-of-way, under the jurisdiction of INDOT, as shown in **Exhibit A**.

NOW, THEREFORE, the PARTIES to this AGREEMENT hereby agree to the following terms and conditions:

ARTICLE I. PURPOSE AND TERM

1.1. Preamble. The Preamble and Recitals recorded above are incorporated by reference into this AGREEMENT. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

1.2. Purpose. The purpose of this AGREEMENT is to allow the COUNTY to install Enhancements and delineate maintenance responsibilities for the project infrastructure.

1.3. Ownership, Maintenance and Other Responsibilities.

A. Ownership and Maintenance of PROJECT Infrastructure. The COUNTY shall be solely responsible for non-structural maintenance including without limitation drainage, curbs, curb ramps, sidewalks, pedestrian path and landscaping. Carmel and Westfield shall be solely responsible for maintenance of the Enhancements.

1. In accordance with this AGREEMENT, the COUNTY shall notify INDOT and submit a Maintenance of Traffic (MOT) plan thirty (30) days prior to any maintenance or construction activities if such activities require lane closures or traffic restrictions on U.S. 31 at the 146th Street Bridge.

2. Enhancements on the north side of 146th Street Bridge are to be owned and maintained by Carmel, specifically five (5) luminaires will be owned, maintained and serviced by Carmel. Two (2) luminaires, one mounted on the northwest strain pole of the signal on the west end of the bridge and one mounted on the northeast strain pole of the signal on the east end of the bridge, will be owned and maintained by Carmel, but will be serviced by INDOT through existing service points at their respective traffic signals as shown in **Exhibit B**. When maintenance will require lane closures or traffic restrictions, Carmel shall notify INDOT and submit an MOT plan in accordance with 1.3(A)(1) of this AGREEMENT.

3. Enhancements on the south side of 146th Street Bridge, specifically six (6) luminaires, are to be owned, maintained and serviced by Westfield. When maintenance will require lane closures or traffic restrictions, Westfield shall notify INDOT and submit an MOT plan in accordance with 1.3(A)(1) of this AGREEMENT.

4. Carmel and Westfield shall pay all the fees for any utility services serving the Enhancements on their respective side of the 146th Street Bridge. Any separately-metered utilities shall be billed directly to Carmel and/or Westfield, and INDOT shall have no obligation with respect thereto. Any utility fees related to utilities that are not separately metered shall be prorated by INDOT, on a reasonable basis and Carmel and Westfield shall pay any amount it owes within thirty (30) days of receiving an invoice for the same.

5. Any use of the Right-of-Way permitted by this AGREEMENT remains secondary to the interest of INDOT to use the Right-of-Way for highway or other transportation purposes. The COUNTY, Carmel and Westfield agree that they shall surrender the Right-of-Way upon which the Enhancements are located, whether in part or in its entirety, if, in INDOT's discretion, the Right-of-Way or any portion thereof, is required for future expansion, modification, or maintenance of 146th Street and/or U.S. 31. The COUNTY, Carmel and Westfield understand and agree that they shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the Enhancements for any reason.

6. When performing work required hereunder, the COUNTY, Carmel and Westfield shall at all times adhere to the traffic control measures found in the most recent version of the Manual on Uniform Traffic Control Devices, as then-currently adopted by INDOT.

7. Subject to the terms and conditions of this AGREEMENT, and prior to entering State owned or controlled Right-of-Way, the COUNTY shall apply for a Right-of-Way permit for all construction by the COUNTY (or other parties contracted by the COUNTY) within State owned or controlled Right-of-Way. The COUNTY shall use local funds and is responsible for all costs of preparing and designing all documents, plans, special provisions, and permit applications for the installation of the Enhancements. This AGREEMENT, in no way, binds INDOT to the issuance of any permit to the COUNTY. However, INDOT agrees, in good faith, to review the COUNTY's application, and if appropriate, issue a permit to the COUNTY. The COUNTY shall notify INDOT of its intent to enter State owned or controlled Right-of-Way a minimum of five (5) business days before commencing work for approved activities as specified within this AGREEMENT.

8. Maintenance activities performed on residential and commercial site approaches, curb ramps, curbs, sidewalks, lighting and landscaping or any portion thereof shall not create any adverse impact or interfere with the safety and travel of the motoring public.

9. The COUNTY shall conduct all sidewalk maintenance and construction work in accordance with all applicable federal and state laws as well as INDOT standards, policies and procedures promulgated by INDOT relative to the AGREEMENT.

B. INDOT Operations. The project shall not create any adverse impact to INDOT operations including without limitation right-of-way maintenance, drainage, erosion or other-wise impact INDOT's maintenance of facilities.

C. No Grant of Land Interest. This AGREEMENT does not grant any interest in land.

D. Ownership and Maintenance of 146th Street Bridge. INDOT shall have ownership of 146th Street Bridge, but the COUNTY will be fully responsible for maintenance of the travel lanes (excluding the Enhancements), including snow and ice removal. The COUNTY shall be responsible for the maintenance of the pedestrian path on the 146th Street Bridge and snow and ice removal from the sidewalks adjacent to 146th Street within the COUNTY. Carmel and Westfield shall have ownership of the Enhancements on their respective side of the 146th Street Bridge and shall be fully responsible for maintenance of the Enhancements as outlined in Sections 1.3.(A)(1) and (2).

E. Joint Use of Right-of-Way. Subject to the terms and conditions of this Agreement, INDOT grants to the COUNTY, its employees and its contractors permission to enter upon the State-owned or controlled right of way, as identified in **Exhibit A** (the "Right-of-Way"), for the sole and exclusive purposes of constructing, installing, inspecting, maintaining, operating and repairing the Enhancements. The COUNTY, Carmel and Westfield shall notify INDOT of its intent of entering on to the Right-of-Way whenever doing so could affect flow of traffic or the safety of the traveling public on U.S. 31 at the 146th Street Bridge at least ten (10) business days before commencing any such work. This includes even routine maintenance and repair activities if traffic on U.S. 31 at 146th Street Bridge may be affected. Pursuant to applicable state and federal law, for interstate and limited access facilities, INDOT must grant written permission for each entry into the Right-of-Way, which must be based on specific traffic control and/or worker safety plans. Accordingly, as a condition precedent to giving effective notice, the COUNTY, Carmel and Westfield shall provide to INDOT all such traffic control and worker safety plans and other information as INDOT shall request or require in connection with granting such permission. The COUNTY, Carmel and Westfield shall not enter upon the Right-of-Way until the COUNTY, Carmel and Westfield have received written approval from INDOT, which shall not be unreasonable withheld, to enter upon the Right-of-Way. INDOT shall only be required to approve the request of the COUNTY, Carmel and/or Westfield to

enter upon the Right-of-Way if the request is consistent with all applicable federal and state laws and this AGREEMENT.

1.4. Term. This AGREEMENT shall be for a twenty-five (25) year period, commencing as of the date it is approved by the Attorney General of Indiana, or an authorized representative, as to form and legality, and shall be subject to renewal upon the same terms for two (2) successive twenty-five (25) year periods. This AGREEMENT shall be subject to cancellation and termination by either party upon giving the other party ninety (90) days written notice of such action. The COUNTY, Carmel and Westfield will be responsible to have this AGREEMENT renewed.

II. GENERAL PROVISIONS.

2.1. Access to Records. The COUNTY, Carmel and Westfield shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this AGREEMENT, and shall make such materials available at their respective offices at all reasonable times during the period of this AGREEMENT and for ten (10) years from the date of final payment under the terms of this AGREEMENT, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The COUNTY, Carmel and Westfield agree that, upon request by any Party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the COUNTY, Carmel and Westfield in connection with this AGREEMENT, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. The COUNTY, Carmel and Westfield bind their successors and assignees to all the terms and conditions of this AGREEMENT. Except as otherwise specifically provided herein, the COUNTY, Carmel and Westfield shall not assign or subcontract the whole or any part of this AGREEMENT without INDOT's prior written consent.

2.3. Assignment of Antitrust Claims. As part of the consideration for this AGREEMENT, the COUNTY, Carmel and Westfield assign to the State all right, title and interest in and to any claims the COUNTY, Carmel and Westfield now have, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this AGREEMENT.

2.4. Audits. The COUNTY, Carmel and Westfield acknowledge that it may be required to submit to an audit of funds paid, if any, through this AGREEMENT. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

2.5. Authority to Bind. The signatory for the COUNTY, Carmel and/or Westfield represents that he/she has been duly authorized to execute this AGREEMENT on behalf of the COUNTY, Carmel and/or Westfield and has obtained all necessary or applicable approvals to make this AGREEMENT fully binding upon the COUNTY, Carmel and/or Westfield when his/her signature is affixed, and accepted by the State.

2.6 Changes in Work. [OMITTED – NOT APPLICABLE.]

2.7 Certification for Federal-Aid Contracts Lobbying Activities. The COUNTY, Carmel and Westfield certify, by signing and submitting this AGREEMENT, to the best of their knowledge and belief that the COUNTY, Carmel and Westfield have complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, Carmel and Westfield to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The COUNTY, Carmel and Westfield also agree by signing this AGREEMENT that they shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.8. Compliance with Laws.

A. The COUNTY, Carmel and Westfield 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 AGREEMENT shall be reviewed by the State and the COUNTY, Carmel and Westfield to determine whether the provisions of this AGREEMENT require formal modification.

B. The COUNTY, Carmel and Westfield and their respective agents, shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the COUNTY, Carmel and Westfield have knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the AGREEMENT, the COUNTY, Carmel and Westfield shall ensure compliance with the**

disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the COUNTY, Carmel and Westfield are not familiar with these ethical requirements, the COUNTY, Carmel and Westfield 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 COUNTY, Carmel and Westfield or their respective agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this AGREEMENT immediately upon notice to the COUNTY. In addition, the COUNTY, Carmel and Westfield may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The COUNTY, Carmel and Westfield warrant that the COUNTY, Carmel and Westfield and their contractors 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 under this AGREEMENT. Failure to do so may be deemed a material breach of this AGREEMENT and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The COUNTY, Carmel and Westfield and any principals of the COUNTY, Carmel and Westfield certify that:

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

- i. IC §24-4.7 [Telephone Solicitation Of Consumers];
- ii. IC §24-5-12 [Telephone Solicitations]; or
- iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

(B) the COUNTY, Carmel and Westfield will not violate the terms of IC §24-4.7 for the duration of the AGREEMENT, even if IC §24-4.7 is preempted by federal law.

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

- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC §24-4.7 for the duration of the AGREEMENT, even if IC §24-4.7 is preempted by federal law.

2.9. **Condition of Payment.** [OMITTED – NOT APPLICABLE.]

2.10. **Confidentiality of State Information.** [OMITTED – NOT APPLICABLE.]

2.11. **Continuity of Services.** [OMITTED – NOT APPLICABLE.]

2.12. **Debarment and Suspension.** [OMITTED – NOT APPLICABLE.]

2.13. **Default by State.** [OMITTED – NOT APPLICABLE.]

2.14. **Disputes.**

A. Should any disputes arise with respect to this AGREEMENT, the COUNTY, Carmel and Westfield and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The COUNTY, Carmel and Westfield agree that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this AGREEMENT that are not affected by the dispute. Should the COUNTY, Carmel and Westfield fail to continue to perform their responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the COUNTY, Carmel and/or Westfield as a result of such failure to proceed shall be borne by the COUNTY, Carmel and/or Westfield and the COUNTY, Carmel and Westfield shall make no claim against INDOT for such costs.

C. If the PARTIES are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after

receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. INDOT may withhold payments, if any, on disputed items pending resolution of the dispute. The unintentional payment by INDOT to the COUNTY, Carmel and Westfield of one or more invoices not in dispute in accordance with the terms of this AGREEMENT will not be cause for the COUNTY, Carmel and Westfield to terminate this AGREEMENT, and the COUNTY, Carmel and/or Westfield may bring suit to collect these amounts without following the disputes procedures contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of INDOT as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

2.15. Drug-Free Workplace Certification.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this AGREEMENT is in excess of \$25,000.00, the COUNTY, Carmel and Westfield certify and agree 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 workplace of the COUNTY, Carmel and Westfield, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the policy of the COUNTY, Carmel and Westfield 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;

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 COUNTY, Carmel and Westfield of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

2.16. Employment Eligibility Verification. As required by IC §22-5-1.7, the COUNTY, Carmel and Westfield swear or affirm under the penalties of perjury that the COUNTY, Carmel and Westfield do not knowingly employ an unauthorized alien. The COUNTY, Carmel and Westfield further agree that:

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

B. The COUNTY, Carmel and Westfield shall not knowingly employ or contract with an unauthorized alien. The COUNTY, Carmel and Westfield shall not retain an employee or contract with a person that the COUNTY, Carmel and Westfield subsequently learns is an unauthorized alien.

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

The State may terminate for default if the COUNTY, Carmel and Westfield fail to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17. Employment Option. [OMITTED – NOT APPLICABLE.]

2.18. Force Majeure. In the event that any Party is unable to perform any of its obligations under this AGREEMENT or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this AGREEMENT shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this AGREEMENT.

2.19. Funding Cancellation Clause. 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 AGREEMENT, this AGREEMENT shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. Governing Law. This 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.

2.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

2.22 Indemnification. The COUNTY, Carmel and Westfield agree to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this AGREEMENT or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the COUNTY, Carmel and Westfield, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the COUNTY, Carmel and Westfield. The COUNTY, Carmel and Westfield agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the COUNTY, Carmel and Westfield shall default under the provisions of this Section.

2.23. Independent Entity; Workers’ Compensation Insurance. The COUNTY, Carmel and Westfield are performing as an independent entity under this AGREEMENT. No part of this AGREEMENT shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other

Party. The COUNTY, Carmel and Westfield shall provide all necessary unemployment and workers' compensation insurance for the employees of the COUNTY, Carmel and Westfield, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this AGREEMENT.

2.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

2.25. Insurance. [OMITTED – NOT APPLICABLE.]

2.26. Key Person(s). [OMITTED – NOT APPLICABLE.]

2.27. Licensing Standards. [OMITTED – NOT APPLICABLE.]

2.28. Merger & Modification. This AGREEMENT constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this AGREEMENT will be valid provisions of this AGREEMENT. This AGREEMENT may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

2.29. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

2.30. Non-Discrimination.

A. This AGREEMENT is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this AGREEMENT, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY, Carmel and Westfield or any subcontractor.

Under IC 22-9-1-10 the COUNTY, Carmel and Westfield covenant that it shall not discriminate against any employee or applicant for employment relating to this AGREEMENT 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's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

B. The COUNTY, Carmel and Westfield understand that INDOT is a recipient of federal funds. Pursuant to that understanding, the COUNTY, Carmel and Westfield agree that if the COUNTY, Carmel and Westfield employ fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the COUNTY, Carmel and Westfield will comply with the affirmative action

reporting requirements of 41 CFR 60-1.7. The COUNTY, Carmel and Westfield shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

C. During the performance of this AGREEMENT, the COUNTY, Carmel and Westfield, for itself, its assignees and successors in interest (hereinafter referred to as the "COUNTY", "Carmel" and "Westfield") agree to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The COUNTY, Carmel and Westfield shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Nondiscrimination: The COUNTY, Carmel and Westfield, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNTY, Carmel and Westfield shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the COUNTY, Carmel and Westfield for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the COUNTY, Carmel and Westfield of the COUNTY's, Carmel's and/or Westfield's obligations under this AGREEMENT, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

4. Information and Reports: The COUNTY, Carmel and Westfield shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY, Carmel and Westfield is in the exclusive possession of another who fails or refuses furnish this information, the COUNTY, Carmel and Westfield shall so certify to the Indiana Department of Transportation or the

Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the noncompliance of the COUNTY, Carmel and/or Westfield with the nondiscrimination provisions of this AGREEMENT, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the COUNTY, Carmel and Westfield under the AGREEMENT until the COUNTY, Carmel and Westfield comply and/or (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The COUNTY, Carmel and Westfield shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The COUNTY, Carmel and Westfield shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the COUNTY, Carmel and Westfield become involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNTY, Carmel and Westfield may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the COUNTY, Carmel and Westfield may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.31. Notice to Parties. Whenever any notice, statement or other communication is required under this AGREEMENT, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT: Capital Program Director
INDOT Greenfield District
32 South Broadway
Greenfield, IN 46140

With Copy To: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For COUNTY: Bradley J. Davis
Hamilton County Highway Director
1700 South 10th Street
Noblesville, IN 46060

C. For Carmel: Chris Ogg
Assistant City Engineer
One Civic Square
Carmel, IN 46032

With Copy to: Douglas C. Haney
Corporation Counsel
One Civic Square
Carmel, IN 46032

D. For Westfield: Jeremy Lollar
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

2.32. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

2.33. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

2.34. Payments.

A. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the COUNTY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this AGREEMENT except as permitted by IC §4-13-2-20.

B. If the COUNTY, Carmel and Westfield have any outstanding balances on any AGREEMENT with INDOT (including any repayment to INDOT owed under this AGREEMENT), and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with IC §8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the COUNTY's, Carmel's and/or Westfield's allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account, if any, to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the COUNTY, Carmel and Westfield from INDOT under this or any other AGREEMENT to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the COUNTY, Carmel and Westfield.

2.35. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.36. Progress Reports. [OMITTED – NOT APPLICABLE.]

2.37. **Public Record.** The COUNTY, Carmel and Westfield acknowledge that the State will not treat this AGREEMENT as containing confidential information, and will post this AGREEMENT on its website as required by Executive Order 05-07. Use by the public of the information contained in this AGREEMENT shall not be considered an act of the State.

2.38. **Renewal Option.** This AGREEMENT may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed AGREEMENT may not be longer than the term of the original AGREEMENT.

2.39. **Severability.** The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the validity of the remaining sections, subsections, clauses or provisions of this AGREEMENT.

2.40. **Status of Claims.** The COUNTY, Carmel and Westfield shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the COUNTY resulting from services performed under this AGREEMENT.

2.41. **Substantial Performance.** This AGREEMENT shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.42. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the COUNTY, Carmel and Westfield or their contractors as a result of this AGREEMENT.

2.43. **Termination for Convenience.** This AGREEMENT may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the COUNTY, Carmel and Westfield of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

2.44. **Termination for Default.** [OMITTED – NOT APPLICABLE.]

2.45. **Travel.** [OMITTED – NOT APPLICABLE.]

2.46. **Indiana Veteran’s Business Enterprise Compliance.** [OMITTED – NOT APPLICABLE.]

2.47. Waiver of Rights. No right conferred on either party under this AGREEMENT shall be deemed waived, and no breach of this AGREEMENT excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and the COUNTY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the COUNTY's, Carmel's and/or Westfield's negligent performance of any of the services furnished under this AGREEMENT.

2.48. Work Standards. [OMITTED – NOT APPLICABLE.]

2.49. State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE.]

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

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

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

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

HAMILTON COUNTY BOARD OF COMMISSIONERS

By: Christine Altman, President

Date: _____

By: Mark Heirbrandt, Vice President

Date: _____

By: Steven C. Dillinger, Commissioner

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF: HAMILTON)

Before me, a Notary Public in and for said County and State personally appeared _____

of Hamilton County, Indiana, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement on this ____ day of _____, 2017.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

CARMEL BOARD OF PUBLIC WORKS

By: James Brainard, Mayor

Date: _____

Mary Ann Burke, Member

Date: _____

Lori Watson, Member

Date: _____

Christine S. Pauley, Clerk Treasurer

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF: HAMILTON)

Before me, a Notary Public in and for said County and State personally appeared _____

of Hamilton County, Indiana, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement on this ____ day of _____, 2017.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

By: J. Andrew Cook Member

Date: _____

By: Kate Snedeker, Member

Date: _____

By: Randy Graham, Member

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF: HAMILTON)

Before me, a Notary Public in and for said County and State personally appeared

of Hamilton County, Indiana, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement on this ____ day of _____, 2017.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

APPROVALS

STATE OF INDIANA
Office of Management and Budget

By: _____(FOR)
Jason D. Dudich, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____(FOR)
Jessica Robertson, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____(FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date: _____

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

Marjorie A. Millman

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36

HAMILTON COUNTY

PB-17-0003

HAMILTON COUNTY
BOARD OF COMMISSIONERS

APPROVED : DATE 7/24/17

CHRISTINE ALTMAN PRESIDENT
Mark Heirbrandt
MARK HEIRBRANDT COMMISSIONER
Steven C. Dillinger
STEVEN C. DILLINGER COMMISSIONER

ATTEST :

Robin M. Mills
ROBIN M. MILLS AUDITOR

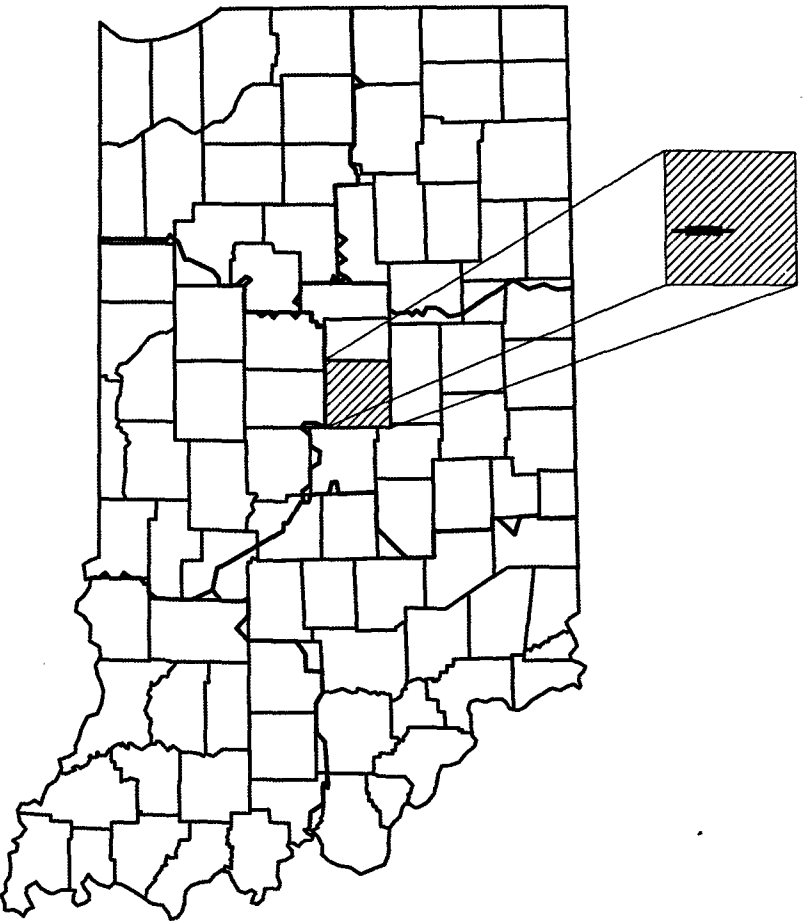
RECOMMENDED FOR APPROVAL :

Joel Thurman
JOEL THURMAN, P.E. ACTING COUNTY ENGINEER

LIGHTING PLANS
146TH ST BRIDGE OVER US 31 LIGHTING

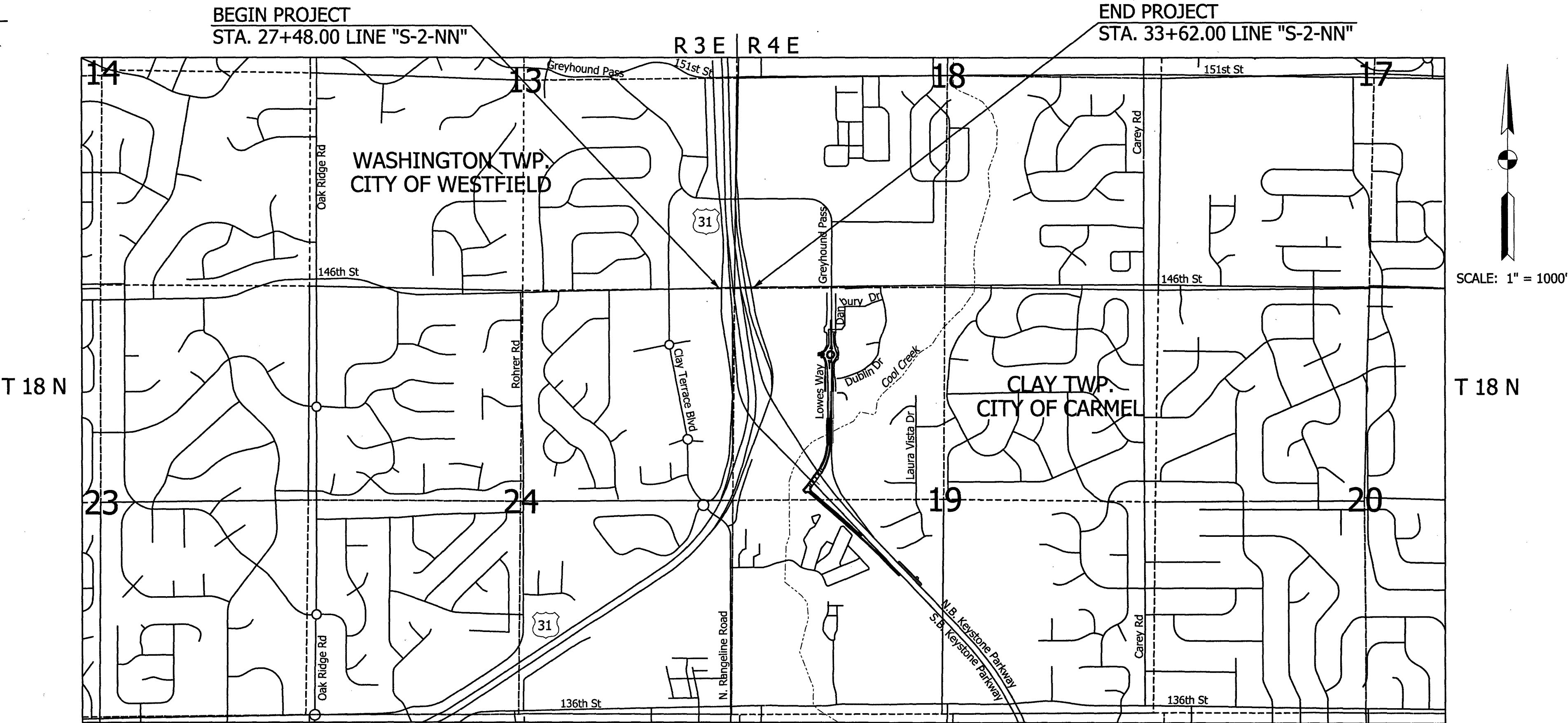
INSTALLATION OF LIGHTING FOR THE 146TH STREET BRIDGE OVER U.S.
31 FROM THE U.S. 31 SOUTHBOUND RAMP TO THE U.S. 31 NORTHBOUND
RAMP, FOR APPROXIMATELY 500 FEET.

TRAFFIC DATA	146TH STREET
A.A.D.T. (2017)	53,630 V.P.D.
A.A.D.T. (2037)	75,230 V.P.D.
D.H.V (2037)	3,600 V.P.H.
DIRECTIONAL DISTRIBUTION	54% (W.B.)
TRUCKS	4% A.A.D.T.
	2% D.H.V.
DESIGN DATA	
DESIGN SPEED	45 M.P.H.
PROJECT DESIGN CRITERIA	(NEW CONSTRUCTION, NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	LOCAL AGENCY COLLECTOR
RURAL/URBAN	URBAN (INTERMEDIATE)
TERRAIN	LEVEL
ACCESS CONTROL	PARTIAL



PROJECT LOCATION SHOWN BY —
HAMILTON COUNTY

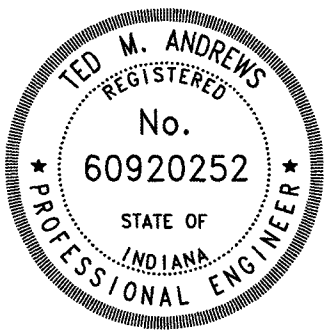
LATITUDE: 39°59'37" N LONGITUDE: 86°07'24" W



LOCATION MAP
WESTFIELD, INDIANA
WASHINGTON TOWNSHIP, HAMILTON COUNTY

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2016
TO BE USED WITH THESE PLANS

PATH AND FILENAME: V:\Projects\ITING2\Proj1\30279\CADD\MSTN\Traffic Sheet Drawings\146th St Lighting\Sht Title_01.dgn
MODEL NAME: Default
DATE PLOTTED: 7/18/2017
TIME PLOTTED: 1:29:19 PM



PLANS PREPARED BY: CHA Consulting, Inc. 317.786.0461
PHONE NUMBER
CERTIFIED BY: *Ted M. Andrews* 7/14/2017
DATE

BRIDGE FILE	
DESIGNATION	
SURVEY BOOK	SHEETS
CONTRACT	1 of 6
PROJECT	
PB-17-0003	

UTILITIES		
<u>Telecommunications</u> AT&T 240 N Meridian St., Suite 280 Indianapolis, IN 46204 ATTN: Jacob Greenwald PH: 317-610-5428 Email: jacob.greenwald@att.com Zayo Bandwidth 5210 East 64th Street Indianapolis, IN 46220 ATTN: Dan Jones PH: 317-508-2807 Email: dan.jones@zayo.com	<u>Water</u> Carmel Utilities 3450 W. 131st Street Carmel, IN 46074 Attn: Steve Cook Ph: 317-733-2855 Email: scook@carmel.in.gov <u>Sanitary Sewer</u> Carmel Utilities 9609 Hazel Dell Pkwy Indianapolis, IN 46280 Attn: Joe Faucett Ph: 317-571-2634 x 1636 Email: jfaucett@carmel.in.gov	<u>Gas/Pipelines</u> Vectren 16000 Allisonville Rd. Noblesville, IN 46061 Attn: Joanie Clark Ph: 317-776-5532 Email: jlclark@vectren.com Buckeye Partners, L.P. Five Tek Park 9999 Hamilton Blvd. Breinigsville, PA 18031 Attn: Jeanette Fluke PH: 610-904-4404 Email: encroachmentreviews@buckeye.com
<u>Electric</u> Duke Energy 1619 W. Deffenbaugh Street Kokomo, IN 46902 Attn: Connie Maus Ph: 765-454-6180 Email: Connie.Maus@duke-energy.com Secondary Contact: Tim Umbaugh Ph: 812-375-5828 Email: tim.umbaugh@duke-energy.com		

GENERAL NOTES	
**	All earth shoulders, median areas, and cut and fill slopes shall be plain or mulch seeded except where sodding is specified.
	The final cross sections of the grading contract will be the original cross sections of the paving contract. However, partial or complete cross sections shall be taken if necessary to determine the actual excavation quantities.
	The paper relocation will be cross sectioned by the Engineer before construction.
	Existing asphalt pavement located outside the construction limits, between Sta. _____ and Sta. _____, shall be removed as directed.

** Represents general notes required

INDEX	
SHEET NO.	DRAWINGS INDEX
1	TITLE
2	INDEX AND GENERAL NOTES
3	PROPOSED LIGHTING LAYOUT
4	LIGHTING DETAIL
5	PILASTER CAP DETAIL
6	LIGHTING TABLES

[illegible]

CONTROL POINT TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
3000	43614.7211	51927.3893	827.916	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3001	42876.3606	51913.3505	822.825	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3002	42114.6661	51967.5500	821.322	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3003	41130.1477	51998.6671	816.024	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3004	40516.6120	52689.5844	825.096	MAG NAIL W/ "PCS CONTROL" WASHER SET
3005	41008.2490	50365.3714	827.778	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3006	40823.9579	50690.3515	827.528	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3007	41078.5354	50803.3669	818.712	MAG NAIL W/ "PCS CONTROL" WASHER SET
3008	40181.8462	50749.3064	817.902	5/8" REBAR W/ BLUE "PCS CONTROL" CAP SET
3009	39561.1234	50679.7130	808.156	MAG NAIL W/ "PCS CONTROL" WASHER SET

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 TIME PLOTTED: 12:26:17 PM

DESIGNED: TMA	DRAWN: CER
CHECKED: DAH	CHECKED: TMA

INDEX

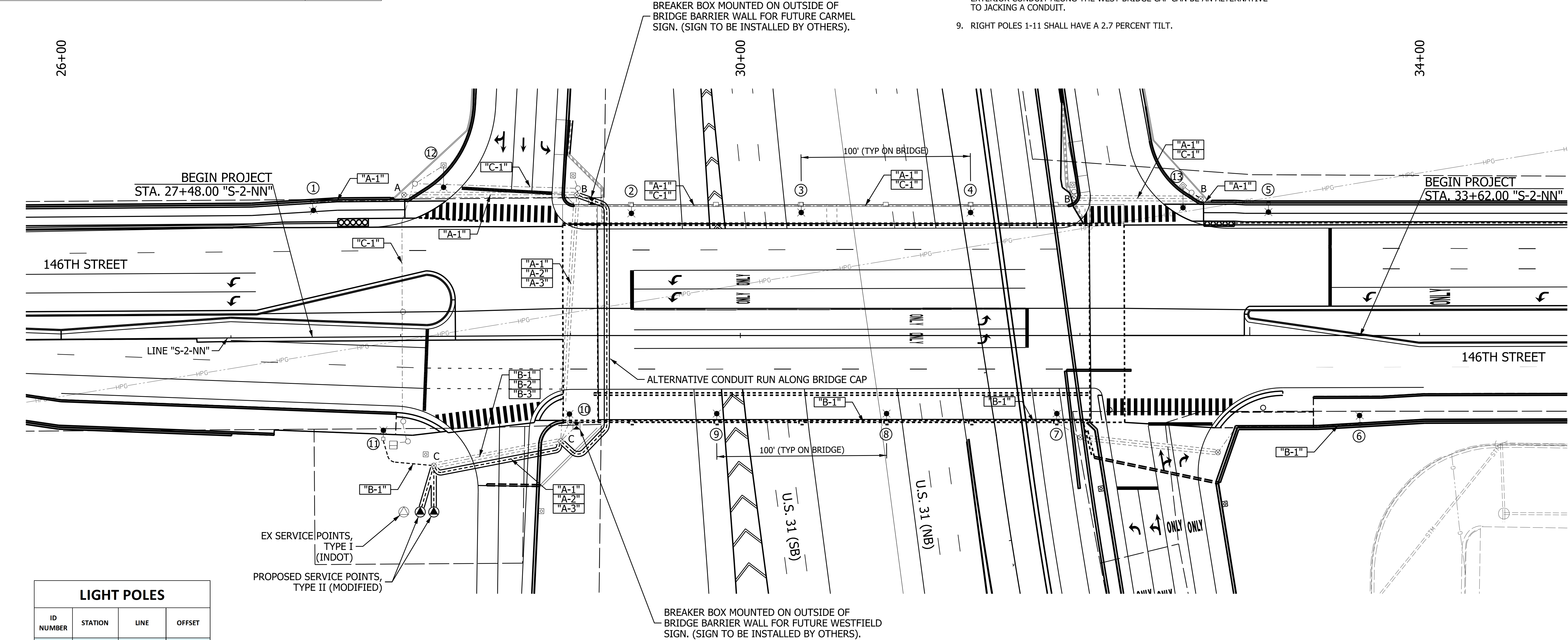
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N/A	N/A		
VERTICAL SCALE	DESIGNATION		
N/A	N/A		
SURVEY BOOK	SHEETS		
N/A	2	of	6
CONTRACT	PROJECT		
N/A	PB-17-0003		

DESIGN DATA

INITAL LAMP LUMENS (LL) FOR 200 WATT LED	ABSOLUTE
AVERAGE MAINTAINED HORIZONTAL ILLUMINANCE (Eh)	0.8 fc
MINIMUM HORIZONTAL ILLUMINANCE	0.2 fc
LAMP LUMEN DEPRECIATION FACTOR (LLD)	0.90
LUMINAIRE DIRT DEPRECIATION FACTOR (LDD)	0.90
MAINTENANCE FACTOR (LLD * LDD)	0.81
AVERAGE/MINIMUM UNIFORMITY RATIO	4.0 : 1
PERCENTAGE VOLTAGE DROP ALLOWED	10%
MOUNTING HEIGHT (MH) CONVENTIONAL	VARIES
EFFECTIVE MOUNTING HEIGHT (EMH) CONVENTIONAL	15.0 FT.

NOTES:

1. LIGHT POLES WILL BE MOUNTED ON EVERY OTHER EXISTING BANISTER ON THE RETAINING WALLS / BRIDGE COPING WALLS.
2. LIGHT POLE NUMBER 11 WILL BE GROUND MOUNTED.
3. UNUSED BANISTERS SHALL BE COVERED - SEE PILASTER DETAIL.
4. ALL CONDUIT IN BRIDGE RAILING IS EXISTING.
5. LUMINAIRES 1 - 5 AND THE CARMEL SIGN WILL BE IN THE A-1 CIRCUIT.
6. LUMINAIRES 6 - 11 AND THE WESTFIELD SIGN WILL BE IN THE B-1 CIRCUIT.
7. BOTH A-1 AND B-1 CIRCUITS WILL BE METERED AT THE SERVICE POINT.
8. IF AN EXISTING CONDUIT CROSSING 146TH STREET CANNOT BE FOUND, AN EXTERIOR CONDUIT ALONG THE WEST BRIDGE CAP CAN BE AN ALTERNATIVE TO JACKING A CONDUIT.
9. RIGHT POLES 1-11 SHALL HAVE A 2.7 PERCENT TILT.



LIGHT POLES

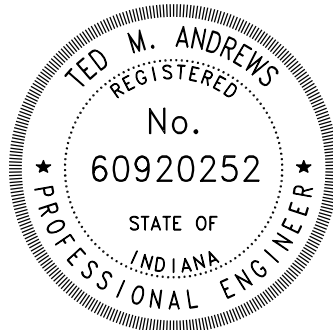
ID NUMBER	STATION	LINE	OFFSET
1	27+48	"S-2-NN"	79.7' LT
2	29+36	"S-2-NN"	77.5' LT
3	30+36	"S-2-NN"	77.5' LT
4	31+36	"S-2-NN"	77.5' LT
5	33+11	"S-2-NN"	77.8' LT
6	33+62	"S-2-NN"	52.1' RT
7	31+86	"S-2-NN"	51.1' RT
8	30+86	"S-2-NN"	51.1' RT
9	29+86	"S-2-NN"	51.1' RT
10	28+99	"S-2-NN"	51.1' RT
11	27+89	"S-2-NN"	60.2' RT
12	28+25	"S-2-NN"	101.0' LT
13	32+61	"S-2-NN"	88.2' LT

SERVICE POINT DATA

SERVICE POINT	TYPE	MAIN BREAKER	BRANCH CIRCUIT	COMPUTED AMPERAGE		BRANCH CIRCUIT BREAKER	VOLTAGE DROP	
				RED	BLACK		RED	BLACK
A	II (Modified)	200 AMP	A-1	5.4	3.6	30 AMP	0.7%	0.4%
			A-2			30 AMP		
			A-3			30 AMP		
			A-4			30 AMP		
B	II (Modified)	200 AMP	B-1	5.4	5.4	30 AMP	0.4%	0.5%
			B-2			30 AMP		
			B-3			30 AMP		
			B-4			30 AMP		
C	EXIST.	EXIST.	C-1	1.8	1.8	EXIST.	0.3%	0.1%

LIGHTING LEGEND

- PROPOSED 150 WATT LED ORNAMENTAL LUMINAIRE ON ANCHOR BASE
- EXISTING 4-1/C NO. 4 WIRES IN PLASTIC DUCT IN 3 INCH GALVANIZED STEEL CONDUIT
- EXISTING 2 INCH SIGNAL CONDUIT
- PROPOSED 4-1/C NO. 4 WIRES IN PLASTIC DUCT IN 3 INCH GALVANIZED STEEL CONDUIT
- EXISTING SERVICE POINT, TYPE AS INDICATED
- EXISTING LIGHTING HANDHOLE, TYPE AS SHOWN
- ROADWAY LIGHTING IDENTIFICATION NUMBER
- LIGHTING CIRCUIT IDENTIFICATION
- PROPOSED BREAKER BOX
- PROPOSED SERVICE POINT, TYPE AS SHOWN
- EXISTING TRAFFIC SIGNAL CONTROLLER
- EXISTING SIGNAL HANDHOLE
- PROPOSED 150 WATT LED LUMINAIRE ON EXISTING SIGNAL STRAIN POLE



RECOMMENDED FOR APPROVAL *Ted M. Andrews* 8/2/2017
DESIGN ENGINEER DATE

DESIGNED: TMA DRAWN: CER
CHECKED: DAH CHECKED: TMA

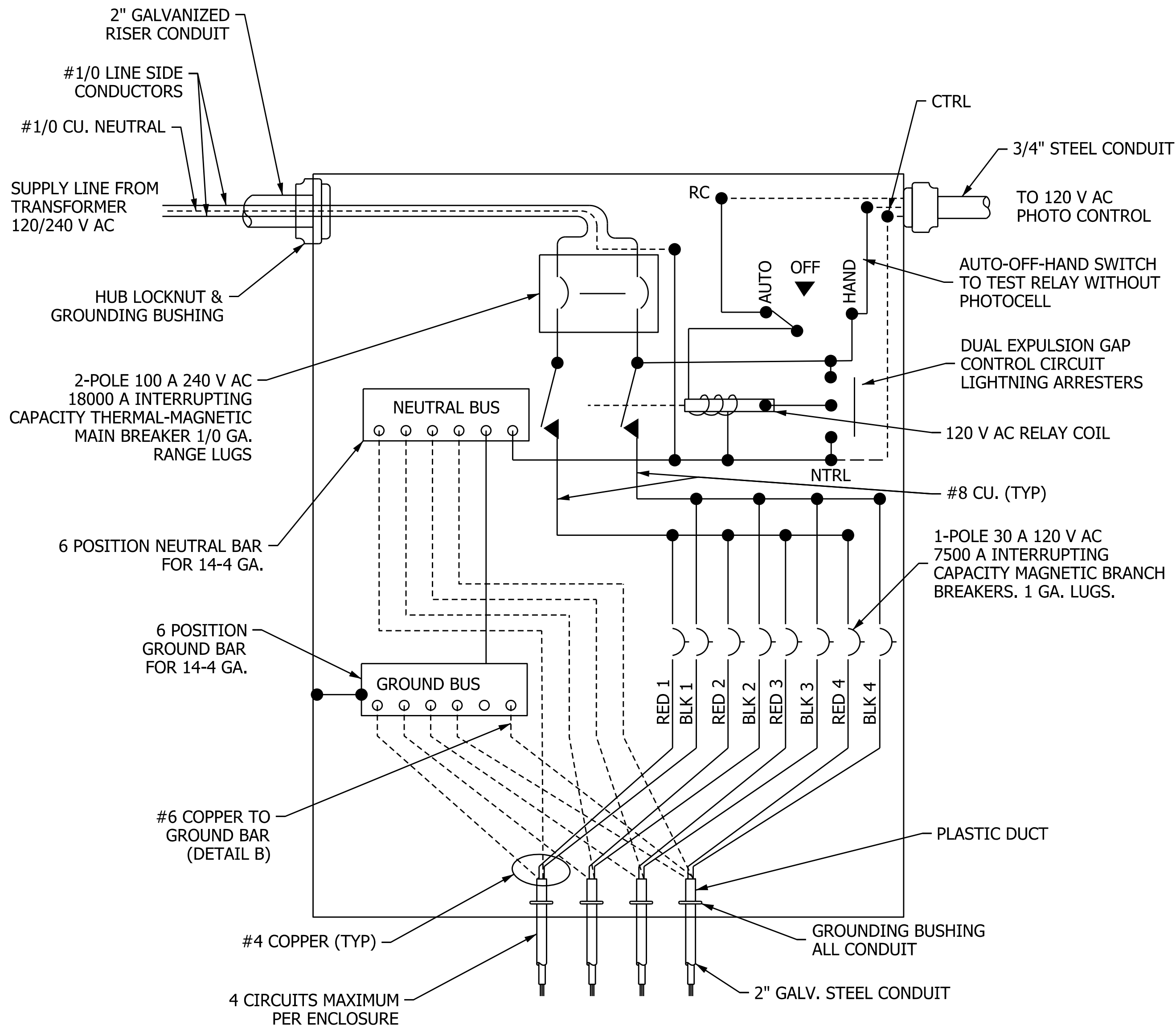
HAMILTON COUNTY

PROPOSED LIGHTING LAYOUT
LINE "S-2-NN"

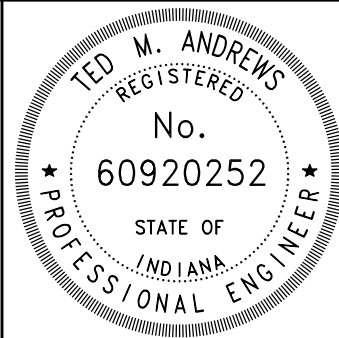
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VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEETS
N/A	3 of 6
CONTRACT	PROJECT
N/A	PB-17-0003

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TIME PLOTTED: 12:26:25 PM



TYPICAL CABINET WIRING
SERVICE POINT, TYPE II (MODIFIED)



RECOMMENDED FOR APPROVAL *Ted M. Andrews* 8/2/2017
DESIGN ENGINEER DATE

DESIGNED: TMA DRAWN: CER
CHECKED: DAH CHECKED: TMA

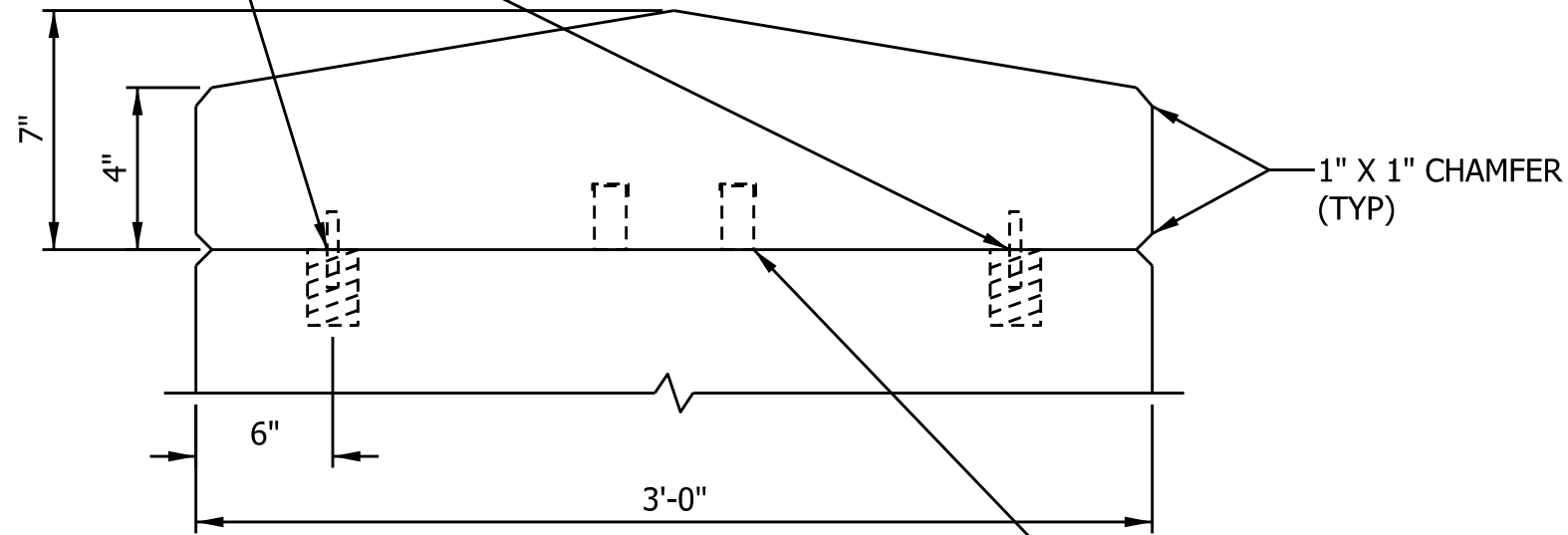
HAMILTON COUNTY

LIGHTING DETAIL

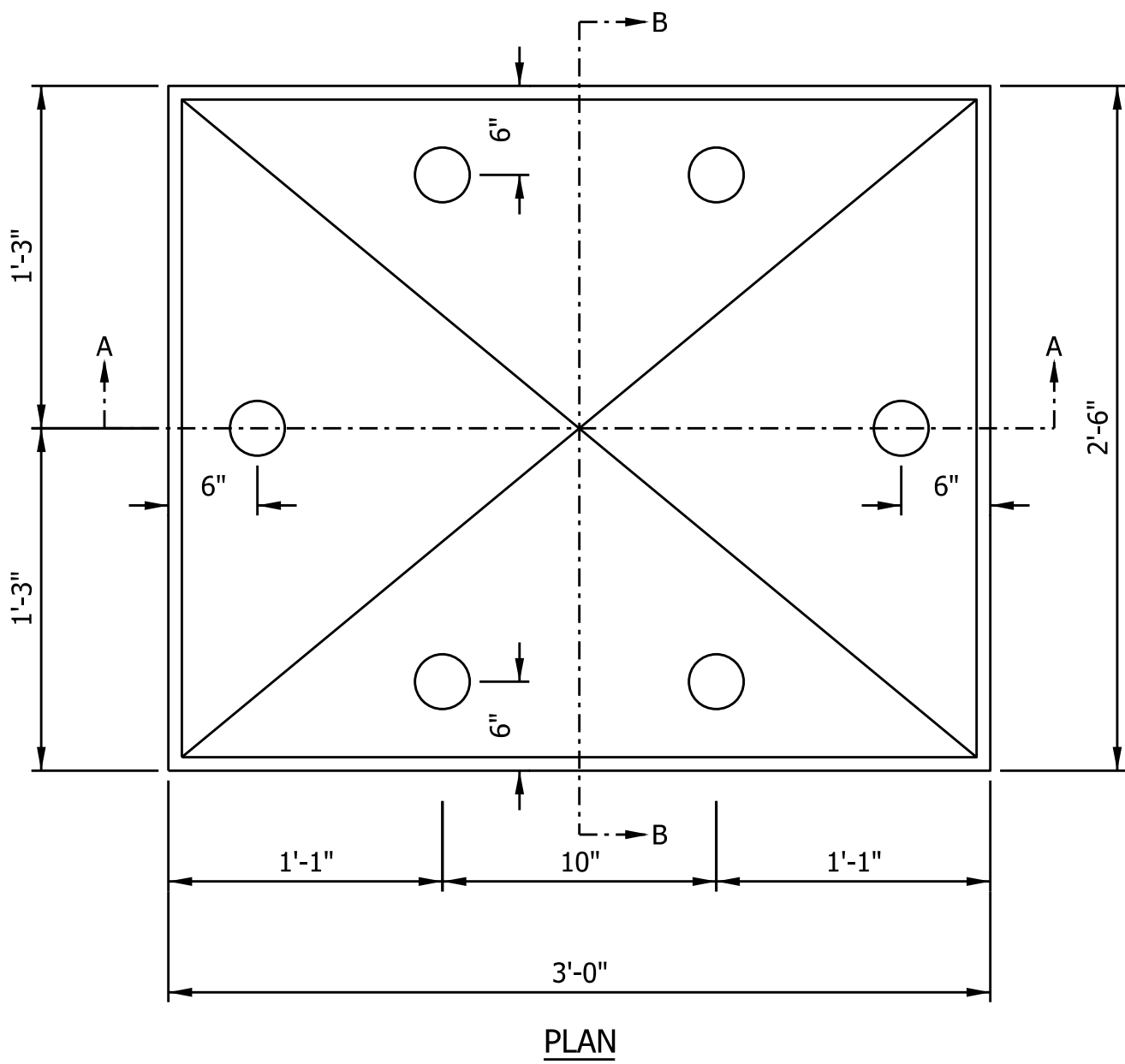
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VERTICAL SCALE	DESIGNATION
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SURVEY BOOK	SHEETS
N/A	4 of 6
CONTRACT	PROJECT
N/A	PB-17-0003

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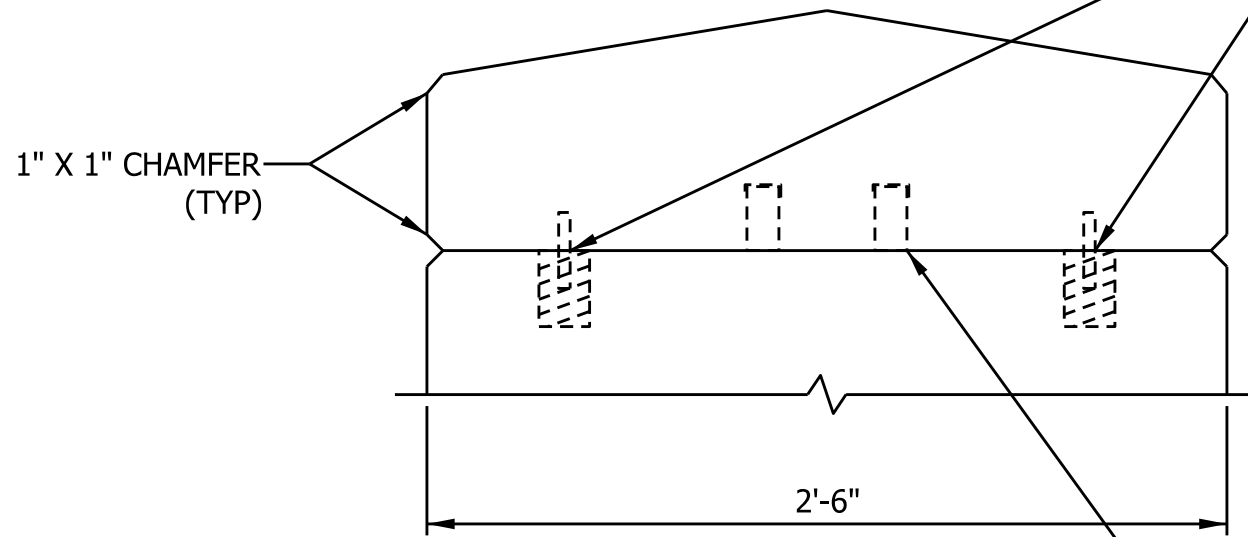
FIELD DRILLED HOLE IN CONCRETE.
EMBED #4 BAR 6" WITH AN APPROVED
ANCHOR SYSTEM.



THE EXISTING LIGHTING CONDUIT SHALL BE CUT
FLUSH OR BELOW THE PILASTER BASE TO ALLOW
LIGHTING WIRING TO TRANSVERSE THE CONDUITS
BELOW THE PILASTER CAP.

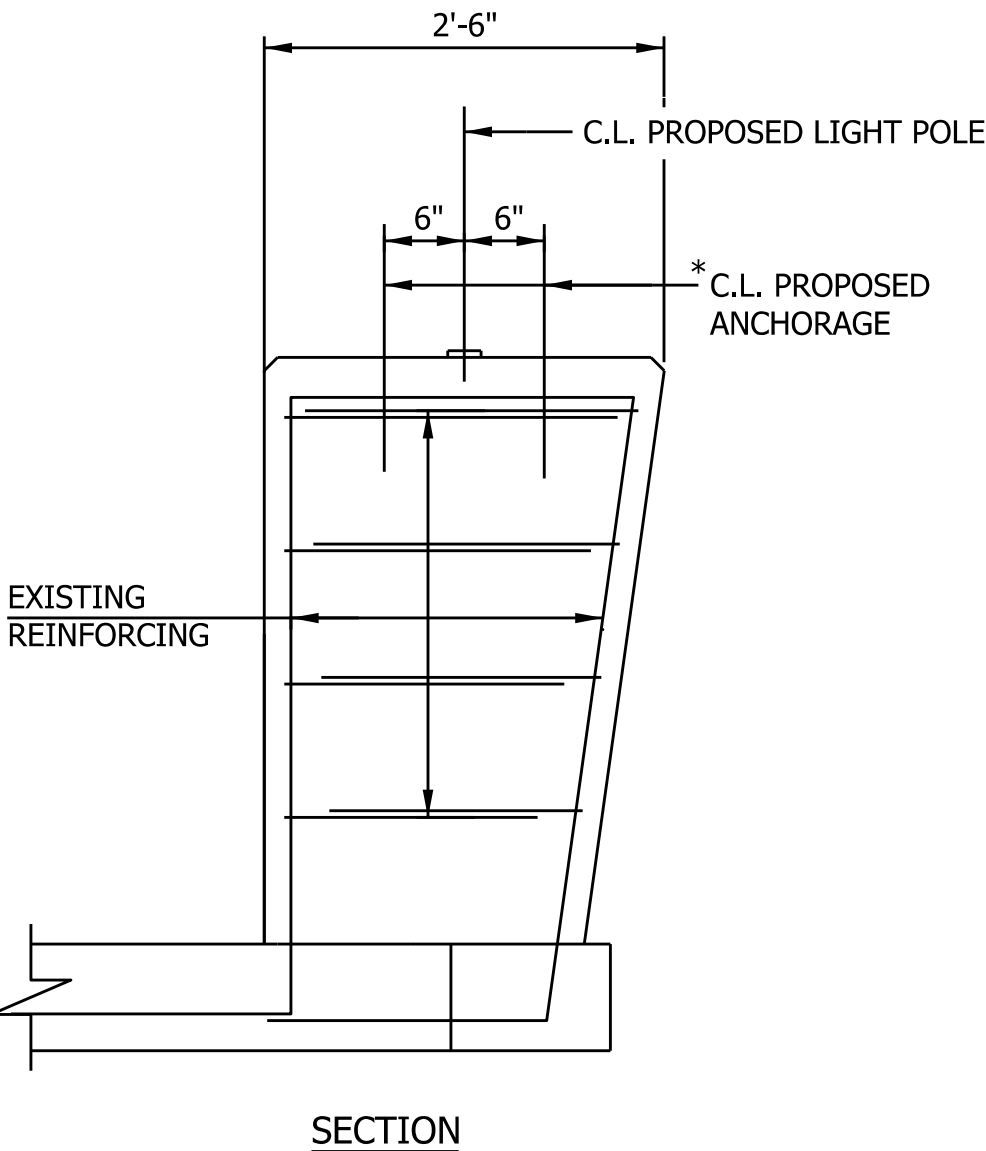
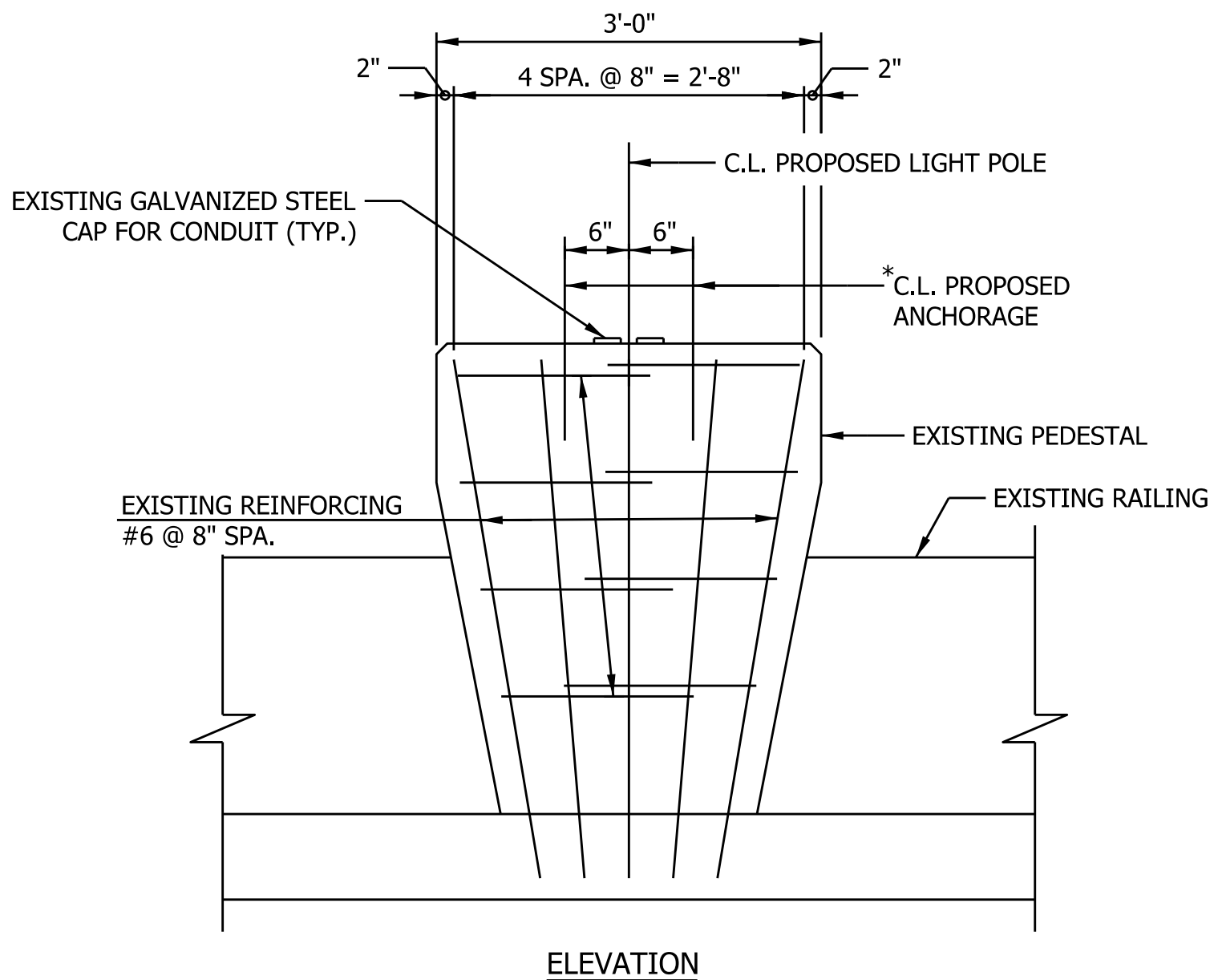


1" X 1" CHAMFER
(TYP)



FIELD DRILLED HOLE IN CONCRETE.
EMBED #4 BAR 6" WITH AN APPROVED
ANCHOR SYSTEM.

THE EXISTING LIGHTING CONDUIT SHALL BE CUT
FLUSH OR BELOW THE PILASTER BASE TO ALLOW
LIGHTING WIRING TO TRANSVERSE THE CONDUITS
BELOW THE PILASTER CAP.

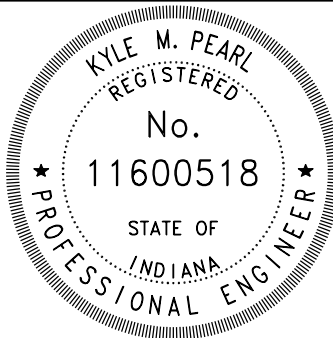


LIGHT POLE PEDESTAL ANCHORAGE

*FIELD DRILLED HOLE IN CONCRETE WITH EMBEDDED ANCHOR.
MINIMUM REQUIRED PULLOUT = 4.9 KIPS

NOTES:

1. CONCRETE SHALL BE CLASS "C" F'C = 4,000 PSI
2. REINFORCING STEEL SHALL BE GRADE 60 F_y = 60,000 PSI
3. MODIFIED SURFACE SEAL SHALL BE APPLIED TO ALL EXPOSED SURFACES. COLOR TO MATCH NO. 23522 OF FEDERAL COLOR STD. NO. 595C.
4. EXISTING PEDESTAL REINFORCING SHALL NOT BE CUT DURING INSTALLATION OF LIGHT POLE OR PILASTER ANCHORAGE.
5. THE PILASTER CAPS SHALL BE PLACED ON THE BRIDGE PILASTERS THAT DO NOT HAVE A LUMINAIRE.



RECOMMENDED FOR APPROVAL	<i>Kyle Pearl</i>	8/2/2017
DESIGNED: TMA	DRAWN: CER	DATE
CHECKED: DAH	CHECKED: TMA	

HAMILTON COUNTY
PILASTER CAP DETAIL

HORIZONTAL SCALE	BRIDGE FILE
N/A	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	5 of 6
CONTRACT	PROJECT
N/A	PB-17-0003

PATH AND FILENAME: V:\Projects\IN62\Proj1\30279\CADD\MSTN\Traffic\Sheet Drawings\146th St Lighting\Sht PRLgt_30_04.dgn
MODEL NAME: 30 scale
DATE PLOTTED: 8/2/2017
TIME PLOTTED: 12:26:30 PM

CONVENTIONAL LIGHT STANDARD - LUMINAIRE TABLE																													
ID NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13																
LUMINAIRE ID	1	2	3	4	5	6	7	8	9	10	11	12	13																
IES DISTRIBUTION TYPE	III	III	III	III	III	III	III	III	III	III	III	III	III																
POLE SETBACK (FT) FROM: * DISTANCE IS SET-FORWARD FROM FRONT OF SIDEWALK	EDGE OF PAVEMENT	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	18.0	36.0	25.0																
	EDGE OF SHOULDER																												
	BACK OF CURB																												
	BACK OF SIDEWALK																												
FOUNDATION TYPE (SEE LEGEND BELOW)	W	W	W	W	W	W	W	W	W	W	G	G	G																
MOUNTING HEIGHT (MH) (FT)	19	19	19	19	19	19	19	19	19	19	20	36	36																
EDGE OF PAVEMENT (EP) ELEVATION (FT)																													
TOP OF FOUNDATION ELEVATION (FT)																													
ELEVATION VARIANCE (FT) (FROM EP ELEVATION)																													
EFFECTIVE MOUNTING HEIGHT (EMH) (FT) **	18	18	18	18	18	18	18	18	18	18	20	36	36																
MAST ARM LENGTH (FT)	4	4	4	4	4	4	4	4	4	4	4	5	5																
CIRCUIT NUMBER	"A-1"	"A-1"	"A-1"	"A-1"	"A-1"	"B-1"	"B-1"	"B-1"	"B-1"	"B-1"	"B-1"	"C-1"	"C-1"																
CIRCUIT CONNECTION (RED OR BLACK)	R	B	R	B	R	B	R	B	R	B	R	B	R																
CONNECTION TYPE (PER E807-LTWR-01)	1	2	2	2	1	1	2	2	2	2	1	2	1																
ORIENTATION ANGLE (SEE DETAIL)	0°	0°	0°	0°	0°	0°	0°	0°	0°	0°	0°	0°	0°																
ORIENTATION REF. LINE (SEE LEGEND & DETAIL)																													
* DISTANCE IS SET-FORWARD FROM FRONT OF SIDEWALK																													

** INDICATES POLE HEIGHT FOR QUANTITY PURPOSES

ACTUAL POLE HEIGHT = EMH - MAST ARM RISE
PER THE CITY OF CARMEL STD. 10-45B

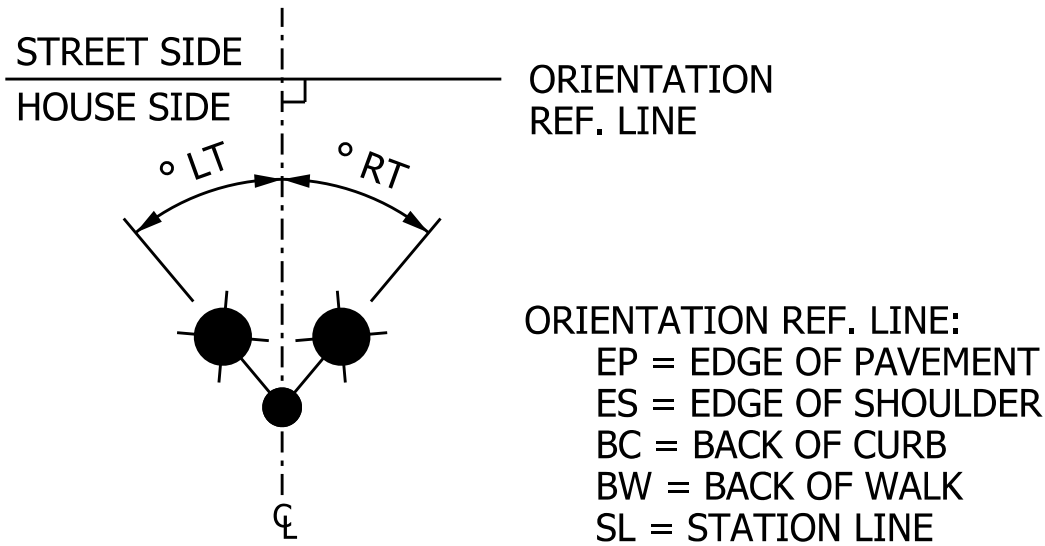
NOTE:
LUMINAIRES 12 & 13 (INCL. MAST ARMS)
MOUNTED ON EXISTING SIGNAL STRAIN POLE.

POLE SETBACK:
EX = USE EXISTING ANCHOR BOLTS IN BRIDGE RAILING

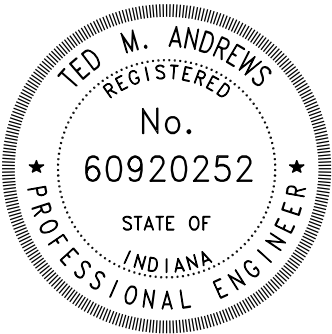
MAST ARM LENGTH:
EX = EXISTING POLE & MAST ARM TO REMAIN
PT = POST TOP MOUNTING

FOUNDATION TYPES:
G = LIGHT STANDARD FOUNDATION, 3 FT. DIA. X 8 FT.
(GROUND MOUNTED)
BR = LIGHTING FOUNDATION ON BRIDGE RAILING
BW = BARRIER WALL

ORIENTATION REF. LINE:
EP = EDGE OF PAVEMENT
ES = EDGE OF SHOULDER
BC = BACK OF CURB
BW = BACK OF WALK
SL = STATION LINE



ORIENTATION DETAIL



RECOMMENDED FOR APPROVAL	<i>Ted M. Andrews</i>	8/2/2017
	DESIGN ENGINEER	DATE
DESIGNED: TMA	DRAWN: CER	
CHECKED: DAH	CHECKED: TMA	

HAMILTON COUNTY

LIGHTING TABLES

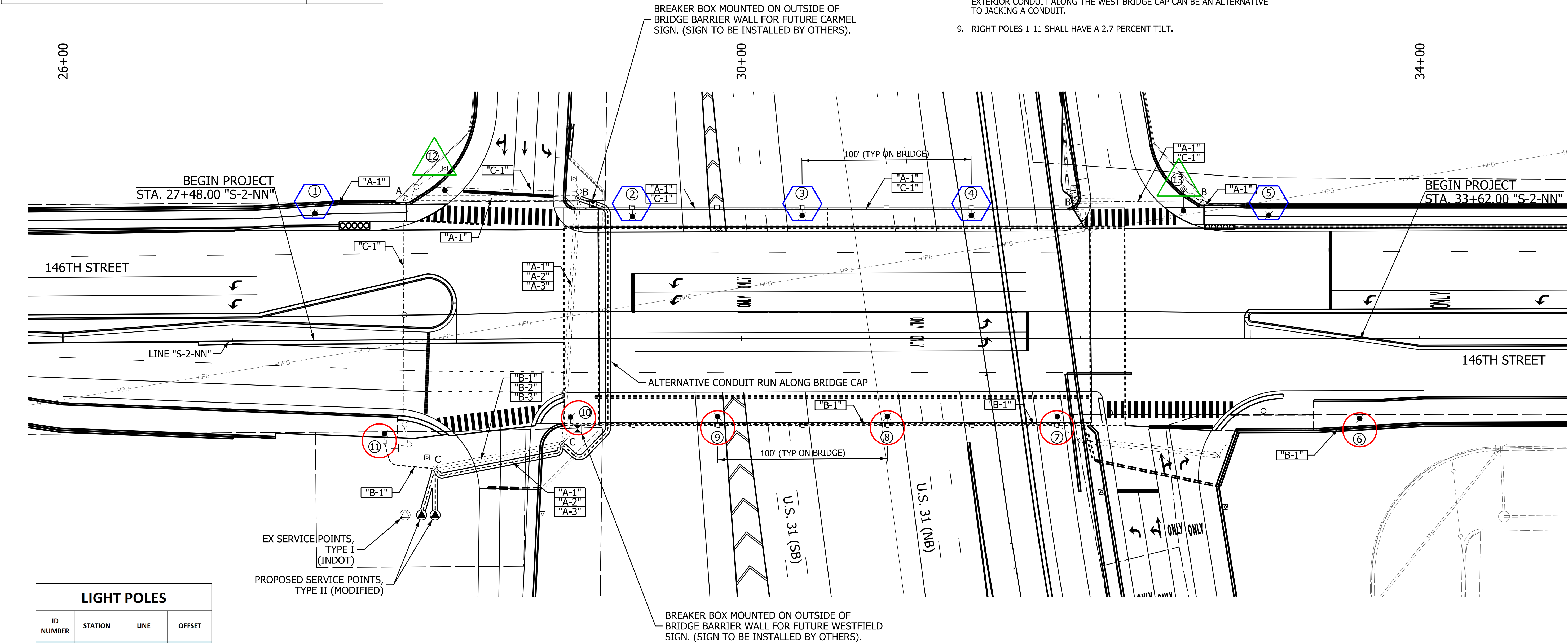
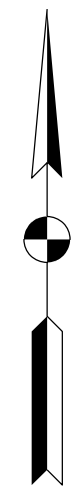
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VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	6 of 6
CONTRACT	PROJECT
N/A	PB-17-0003

DESIGN DATA

INITAL LAMP LUMENS (LL) FOR 200 WATT LED	ABSOLUTE
AVERAGE MAINTAINED HORIZONTAL ILLUMINANCE (Eh)	0.8 fc
MINIMUM HORIZONTAL ILLUMINANCE	0.2 fc
LAMP LUMEN DEPRECIATION FACTOR (LLD)	0.90
LUMINAIRE DIRT DEPRECIATION FACTOR (LDD)	0.90
MAINTENANCE FACTOR (LLD * LDD)	0.81
AVERAGE/MINIMUM UNIFORMITY RATIO	4.0 : 1
PERCENTAGE VOLTAGE DROP ALLOWED	10%
MOUNTING HEIGHT (MH) CONVENTIONAL	VARIES
EFFECTIVE MOUNTING HEIGHT (EMH) CONVENTIONAL	15.0 FT.

- LUMINAIRES OWNED, MAINTAINED AND SERVICED BY WESTFIELD
- LUMINAIRES OWNED, MAINTAINED AND SERVICED BY CARMEL
- LUMINAIRES OWNED, MAINTAINED BY CARMEL AND SERVICED BY INDOT

- NOTES:
1. LIGHT POLES WILL BE MOUNTED ON EVERY OTHER EXISTING BANISTER ON THE RETAINING WALLS / BRIDGE COPING WALLS.
 2. LIGHT POLE NUMBER 11 WILL BE GROUND MOUNTED.
 3. UNUSED BANISTERS SHALL BE COVERED - SEE PILASTER DETAIL.
 4. ALL CONDUIT IN BRIDGE RAILING IS EXISTING.
 5. LUMINAIRES 1 - 5 AND THE CARMEL SIGN WILL BE IN THE A-1 CIRCUIT.
 6. LUMINAIRES 6 - 11 AND THE WESTFIELD SIGN WILL BE IN THE B-1 CIRCUIT.
 7. BOTH A-1 AND B-1 CIRCUITS WILL BE METERED AT THE SERVICE POINT.
 8. IF AN EXISTING CONDUIT CROSSING 146TH STREET CANNOT BE FOUND, AN EXTERIOR CONDUIT ALONG THE WEST BRIDGE CAP CAN BE AN ALTERNATIVE TO JACKING A CONDUIT.
 9. RIGHT POLES 1-11 SHALL HAVE A 2.7 PERCENT TILT.



LIGHT POLES			
ID NUMBER	STATION	LINE	OFFSET
1	27+48	"S-2-NN"	79.7' LT
2	29+36	"S-2-NN"	77.5' LT
3	30+36	"S-2-NN"	77.5' LT
4	31+36	"S-2-NN"	77.5' LT
5	33+11	"S-2-NN"	77.8' LT
6	33+62	"S-2-NN"	52.1' RT
7	31+86	"S-2-NN"	51.1' RT
8	30+86	"S-2-NN"	51.1' RT
9	29+86	"S-2-NN"	51.1' RT
10	28+99	"S-2-NN"	51.1' RT
11	27+89	"S-2-NN"	60.2' RT
12	28+25	"S-2-NN"	101.0' LT
13	32+61	"S-2-NN"	88.2' LT

SERVICE POINT DATA								
SERVICE POINT	TYPE	MAIN BREAKER	BRANCH CIRCUIT	COMPUTED AMPERAGE		BRANCH CIRCUIT BREAKER	VOLTAGE DROP	
				RED	BLACK		RED	BLACK
A	II (Modified)	200 AMP	A-1	5.4	3.6	30 AMP	0.7%	0.4%
			A-2			30 AMP		
			A-3			30 AMP		
			A-4			30 AMP		
B	II (Modified)	200 AMP	B-1	5.4	5.4	30 AMP	0.4%	0.5%
			B-2			30 AMP		
			B-3			30 AMP		
			B-4			30 AMP		
C	EXIST.	EXIST.	C-1	1.8	1.8	EXIST.	0.3%	0.1%

CIRCUITS B-1, B-2 AND B-3 MAINTAINED BY WESTFIELD

CIRCUITS A-1, A-2, A-3 AND C-1 MAINTAINED BY CARMEL

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DATE PLOTTED: 8/17/2017
TIME PLOTTED: 10:19:25 AM

LIGHTING LEGEND

- PROPOSED 150 WATT LED ORNAMENTAL LUMINAIRE ON ANCHOR BASE
- EXISTING 4-1/C NO. 4 WIRES IN PLASTIC DUCT IN 3 INCH GALVANIZED STEEL CONDUIT
- EXISTING 2 INCH SIGNAL CONDUIT
- PROPOSED 4-1/C NO. 4 WIRES IN PLASTIC DUCT IN 3 INCH GALVANIZED STEEL CONDUIT
- PROPOSED 4-1/C NO. 4 WIRES IN PLASTIC DUCT IN TRENCH
- EXISTING SERVICE POINT, TYPE AS INDICATED
- EXISTING LIGHTING HANDHOLE, TYPE AS SHOWN
- ROADWAY LIGHTING IDENTIFICATION NUMBER
- "X-X" LIGHTING CIRCUIT IDENTIFICATION

- PROPOSED BREAKER BOX
- PROPOSED SERVICE POINT, TYPE AS SHOWN
- EXISTING TRAFFIC SIGNAL CONTROLLER
- EXISTING SIGNAL HANDHOLE
- PROPOSED 150 WATT LED LUMINAIRE ON EXISTING SIGNAL STRAIN POLE



RECOMMENDED FOR APPROVAL	<i>Ted M. Andrews</i>	8/2/2017
	DESIGN ENGINEER	DATE
DESIGNED: TMA	DRAWN: CER	
CHECKED: DAH	CHECKED: TMA	

HAMILTON COUNTY

PROPOSED LIGHTING LAYOUT
LINE "S-2-NN"

HORIZONTAL SCALE	BRIDGE FILE
1"=30'	N/A
VERTICAL SCALE	DESIGNATION
N/A	N/A
SURVEY BOOK	SHEETS
N/A	3 of 6
CONTRACT	PROJECT
N/A	PB-17-0003

CROSS-REFERENCE. In accordance with Ind. Code § 32-23-2-5(a), the easement described herein burdens real estate acquired by the City of Westfield, Indiana, by deed dated _____, 2017, and recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. _____, on _____, 2017.

UTILITY AND ACCESS EASEMENT

THIS UTILITY AND ACCESS EASEMENT is executed this _____ day of _____, 2017, by and between the City of Westfield, Indiana (“**City**”), and Carolyn A. Robinson, Trustee of the Carolyn A. Robinson Revocable Trust (“**Robinson**”).

RECITALS

A. Robinson is the fee simple owner of certain property located in Hamilton County, Indiana, the legal description of which is attached hereto as **Exhibit A** (the “**Robinson Tract**”); and

B. The City is the fee simple owner of certain property located in Hamilton County, Indiana, adjacent to Robinson Tract, the legal description of which is attached hereto as **Exhibit B** (“**City Tract**”); and

C. In consideration of the conveyance of the City Tract to the City by Robinson, Robinson is desirous of retaining certain easements on, under, over, across, and through the City Tract; and the City has agreed to such easements;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Access Easement Grant.** The City hereby grants to Robinson and any owner of any parcel within the Robinson Tract (such parties being collectively referred to as the “**Benefited Parties**”), and their respective agents, licensees, invitees and such others who have a reasonable need of access to and from the Robinson Tract (including, without limitation, utility providers, police, fire and emergency services) a perpetual, non-exclusive easement on, under, over, across, and through that portion of the City Tract described on **Exhibit C-1** and depicted on **Exhibit C-2** (the “**Easement Area**”) not less than fifty-nine (59) feet in width, for vehicular and pedestrian ingress and egress to and from the Robinson Tract. Robinson shall be permitted to construct, operate, maintain, repair and replace a roadway thereon together with related curbing, sidewalks, irrigation, landscaping, directional and street signage, and similar improvements (collectively, the “**Roadway Improvements**”).

2. Grant of Utility Easement. The City hereby grants to Robinson and any Benefitted Parties a perpetual, non-exclusive easement on, under, over, across, and through the Easement Area to survey, lay, construct, erect, inspect, remove, install, maintain, operate, replace, test, repair, renew, and abandon in place underground utilities serving the Robinson Tract and surrounding area which utilities may include, gas, electric, cable/data, phone, fiber optic, sanitary sewer, stormwater drainage, water and all other similar utility services (the “**Utility Facilities**”). The Utility Facilities shall include mains, pipes, and lines, together with all necessary and convenient service pipes, lines, connections, conduits, valves, hydrants, meters and appurtenances and all other improvements necessary to operate by means thereof, a system for the transportation, distribution and delivery of such utilities in, under, along and across the Utility Easement.

3. Maintenance and Repair. The City shall be responsible for constructing the initial Roadway Improvements, which shall consist of heavy duty pavement crossing not less than thirty two (32) feet in width to accommodate full loaded grain semi-trailers and tapered on the east and west sides of the City Tract. The City shall be responsible for maintaining, repairing and replacing the Roadway Improvements at its sole cost and expense; except for any maintenance, repair or replacement of the Roadway Improvements which is rendered necessary by the act or omission, whether negligent, reckless or intentional of Robinson or its agents or employees, in which event, such maintenance, repair or replacement of the Roadway Improvements shall be at Robinson’s sole cost and expense. In the event that the Benefitted Parties develop all or part of the Robinson Tract for commercial or residential purposes which involves the reconstruction or reconfiguration of the Roadway Improvements, the Benefitted Parties shall then be responsible for the maintenance and repair of the Roadway Improvements, unless the same are publicly dedicated.

4. The City’s Reserved Rights. The City is granted the right of use of the Roadway Improvements in connection with its use and development of the City Tract; however, no buildings, improvements, or structures shall be located, erected or placed on, in or under the Easement Area without Robinson’s advance written consent. The City shall not have the right to grant other easements over, along, and upon the Easement Area.

5. Assignment. Full right and authority is hereby granted to Robinson, its successors and assigns, to assign, convey or set over, to another or others, in, whole or in part, the easements hereby granted, including, without limitation, to assign, in whole or in part, rights in and to the Easement Area to public and/or municipal utility providers.

6. Authority and Warranties. The City hereby covenants and warrants (i) that the City is the owner in fee simple of the City Tract and is lawfully seized thereof, (ii) that the City has the right to grant and convey the easements herein and that all necessary action for the making of this conveyance has been taken and done, and (iii) the quiet possession thereof.

7. Appurtenance. This instrument and the terms and provisions hereof shall remain in force and effect permanently and perpetually and shall be appurtenant to and run with the land comprising the Robinson Tract, shall burden and run with the City Tract, and shall be binding upon and inure to the benefit of the parties hereto and their transferees, successors and assigns and all persons having an interest in all or part of the Robinson Tract or the City Tract. Except as provided in **Section 8(c)**, the terms “Robison” and “City” shall also refer to the subsequent owners of the

Robinson Tract and the City Tract, respectively, as may be the case from time to time.

8. Miscellaneous.

(a) The parties hereto covenant and agree that they will from time to time, upon the request of the other party, and without further consideration, execute, acknowledge, and deliver in proper form any further instruments, and take such other action as such other party may reasonably require, in order to effectively carry out the intent of this instrument.

(b) The conditions, terms and provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Indiana.

(c) This instrument may be modified, terminated or amended at any time by written agreement signed by the owners of the Robinson Tract and the City Tract.

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the date set forth above.

Carolyn A. Robinson, Trustee of the Carolyn A. Robinson Revocable Trust

By: _____
Carolyn A. Robinson, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carolyn A. Robinson, Trustee of the Carolyn A. Robinson Revocable Trust, who having been duly sworn upon his oath acknowledged the execution of the foregoing Utility and Access Easement for and on behalf of said entity.

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

My Commission Expires:

Notary Public Residing in _____ County, Indiana

(Printed Signature)

City of Westfield, Indiana

By: _____

By: _____

By: _____
Westfield Board of Public Works & Safety

ATTEST:

Cindy Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared members of the Westfield Board of Public Works and _____, Deputy Clerk-Treasurer, respectively, of the City of Westfield, Indiana, who having been duly sworn upon their oath acknowledged the execution of the foregoing Utility and Access Easement for and on behalf of said entity.

Witness my hand and Notarial Seal this ____ day of September, 2017.

My Commission Expires:

Notary Public Residing in _____ County,
Indiana

(Printed Signature)

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. Thomas H. Engle

This instrument prepared by Thomas H. Engle, Attorney-at-Law
Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

Robinson Tract

Parcel 08-05-26-00-00-007.000

Parcel 08-05-26-00-00-016.000

Parcel 08-05-26-00-00-015.000

Parcel 08-05-26-00-00-014.000

EXHIBIT "A"

Sheet 1 of 3

Project: Monon Trail, Phase 7

Des. 1173193

Parcel: 13 Fee

Parcel ID: 29-05-26-000-007.000-014

A part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at the northeast corner of said section, designated as point "540" on Location Control Route Survey Plat recorded as Instrument 2014003559, and the Affidavit of Correction recorded as Instrument 2014029650, all in the Office of the Recorder of said county (basis of bearings is said Location Control Route Survey Plat); thence South 00 degrees 14 minutes 48 seconds West 27.51 feet along the east line of said section; thence North 33 degrees 30 minutes 30 seconds West 32.85 feet to the north line of said section; thence North 89 degrees 38 minutes 18 seconds East 18.25 feet along said north line to the point of beginning and containing 0.006 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 28th day of May, 2015.

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



EXHIBIT "A"

Sheet 2 of 3

Project: Monon Trail, Phase 7

Des. 1173193

Parcel: 13A Fee

Parcel ID: 29-05-23-000-016.000-014

A part of the South Half of the Southeast Quarter of the Southeast Quarter of Section 23, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at the southeast corner of said section, designated as point "540" on Location Control Route Survey Plat recorded as Instrument 2014003559, and the Affidavit of Correction recorded as Instrument 2014029650, all in the Office of the Recorder of said county (basis of bearings is said Location Control Route Survey Plat); thence South 89 degrees 38 minutes 18 seconds West 18.25 feet along the south line of said section; thence North 33 degrees 30 minutes 30 seconds West 788.23 feet to the north line of said half-quarter-quarter section; thence North 89 degrees 38 minutes 18 seconds East 39.41 feet along said north line to the center line of the former CSX (Monon) Railroad and the northeastern line of the grantors' land; thence South 33 degrees 30 minutes 30 seconds East 749.67 feet along said center line and said northeastern line to the east line of said section; thence South 00 degrees 13 minutes 38 seconds East 32.29 feet along said east line to the point of beginning and containing 0.589 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 28th day of May, 2015.

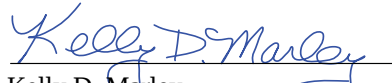

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



EXHIBIT "A"

Sheet 3 of 3

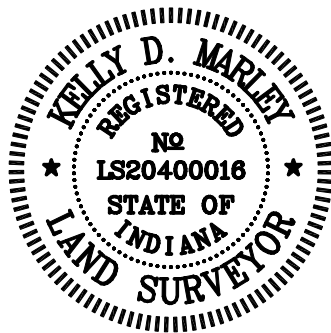
Project: Monon Trail, Phase 7

Des. 1173193

Parcel: 13B Fee

Parcel ID: 29-05-23-000-015.000-014

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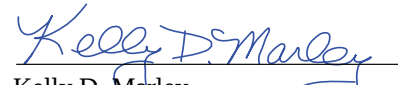

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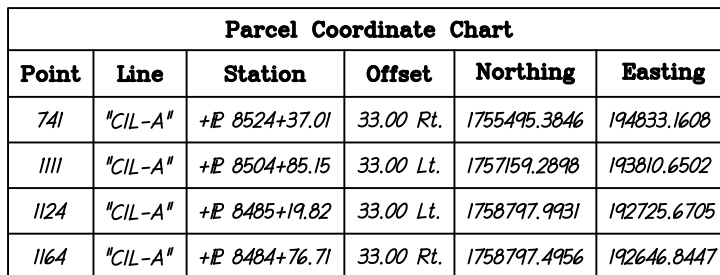


EXHIBIT B

City Tract

0' 100' 200' 400'

SCALE 1" = 400'

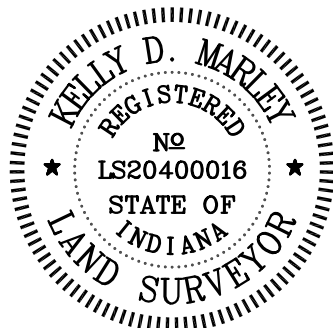


For alignments and points designated with "" see the Location Control Route Surveys recorded in Instruments 2013057006 & 2014003559, and the Affidavits of Correction recorded in Instruments 2013067270 & 2014029650

Easement for
telecommunication
systems in favor of
AT&T (Instr.
200200052845)

To the best of my knowledge and belief, this plat, together with the "Location Control Route Surveys" recorded in Instruments 2013057006 & 2014003559, and the Affidavits of Correction recorded in Instruments 2013067270 & 2014029650 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").

Kelly D. Marley
 Kelly D. Marley Dated 5-28-2015
 Reg. Land Surveyor No. 1520400016
 State of Indiana



US
consultants
engineers & land surveyors

INSTR.	2000000031647	DATED	6-28-2000
INSTR.	200200037237	DATED	1-24-2002
INSTR.	200200037236	DATED	1-24-2002
INSTR.	200500008187	DATED	2-7-2005
INSTR.	200500008164	DATED	2-7-2005
INSTR.	200500008165	DATED	2-7-2005

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT C-1

Legal Description

See attached sheets 2 and 3.

EXHIBIT "A"

Sheet 2 of 3

Project: Monon Trail, Phase 7

Des. 1173193

Parcel: 13A Fee

Parcel ID: 29-05-23-000-016.000-014

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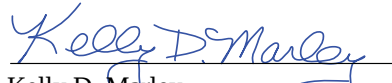

Kelly D. Marley
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EXHIBIT "A"

Sheet 3 of 3

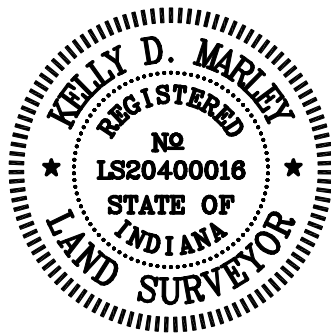
Project: Monon Trail, Phase 7

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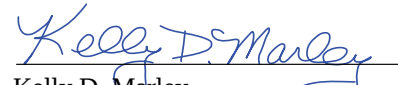

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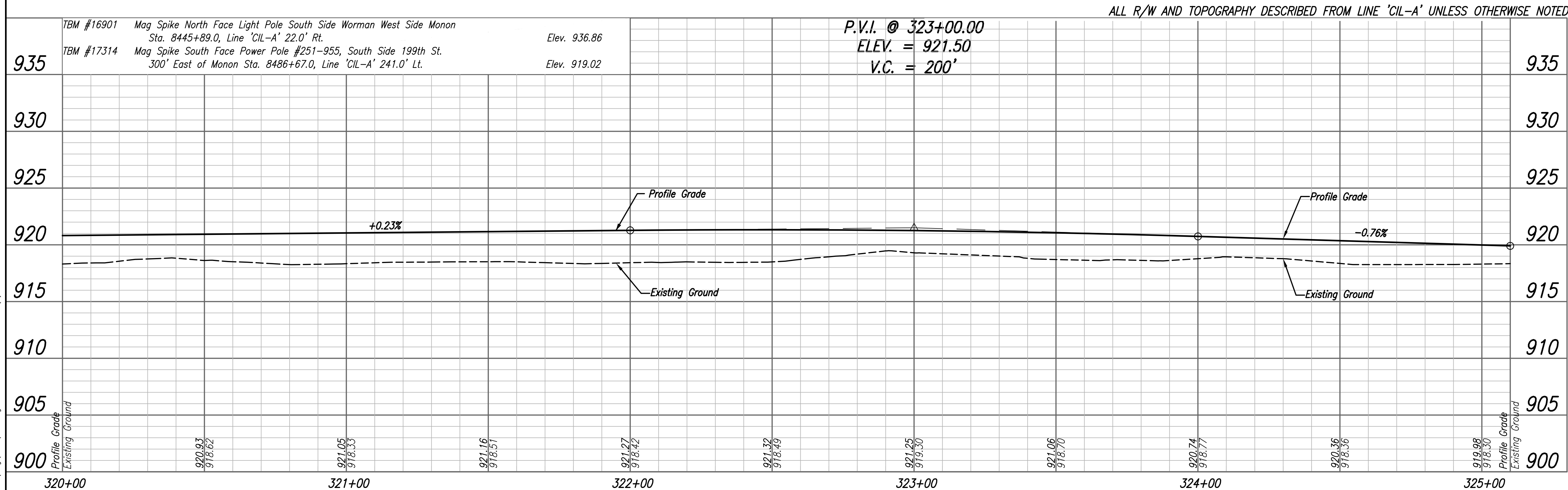
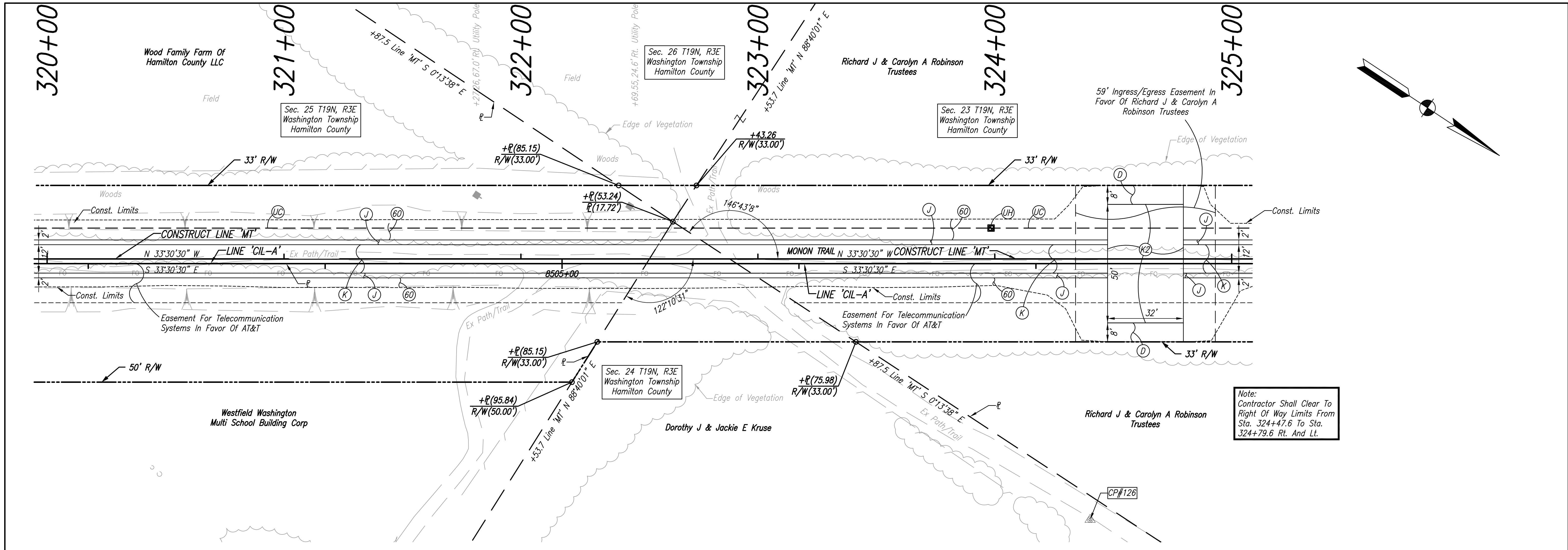


EXHIBIT C-2

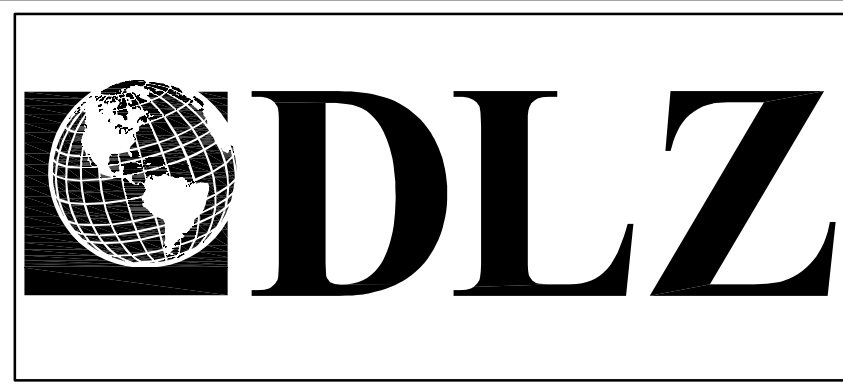
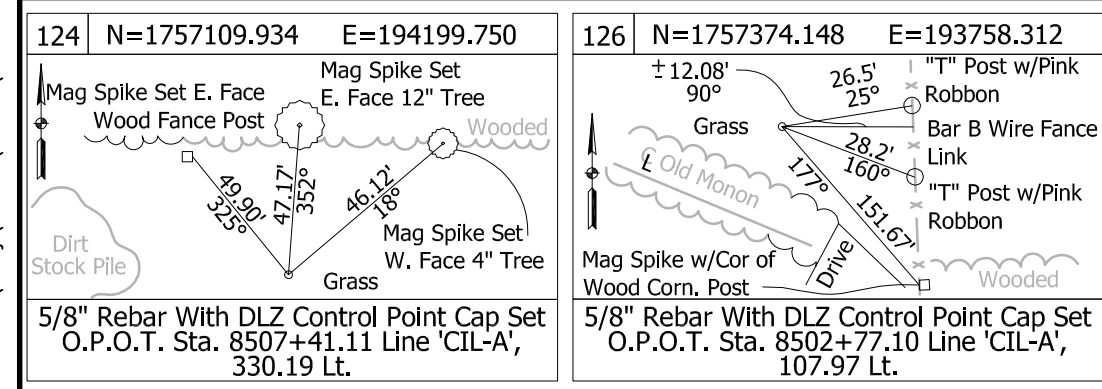
Plan and Profile Line "MT"

See attached.

Date: Oct 12, 2016, 11:25am User ID: sboud
File: M:\Proj\1366\2004\Phase 7\Civil\Drawings\PP1.dwg Model Tab: P&P Sheet - (5)



- LEGEND**
- (D) 6" Compacted Aggregate No. 53, On 6" Compacted Aggregate No. 2
 - (J) 4" Crushed Limestone For Shoulders, On 4" Compacted Aggregate No. 53, Base
 - (K) 110#/SYD HMA Surface, Type A, 9.5mm, On 330#/SYD HMA Intermediate, Type A, 19.0mm, On 4" Compacted Aggregate No. 53 Base
 - (K2) HMA For Approaches To Be: 165#/SYD HMA Surface, Type B, 9.5mm, On 275#/SYD HMA Intermediate, Type B, 19.0mm, On 385#/SYD HMA Base, Type B, 25.0mm, On Subgrade Treatment Type I-C
 - (UC) Utility, Conduit, 4", 2 Each (See Table On Sheet 2)
 - (UH) Utility, Handhole (See Table On Sheet 2)
 - (60) Mulched Seeding, Type Z, On 4" Topsoil



NOT FOR CONSTRUCTION
DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: PSL	DRAWN: DJM	
CHECKED: JAS	CHECKED: PSL	

**CITY OF WESTFIELD
MONON GREENWAY TRAIL**

**PLAN AND PROFILE
LINE 'MT'**

HORIZONTAL SCALE 1" = 20'	ROAD FILE 1173193
VERTICAL SCALE 1" = 5'	DESIGNATION 1173193
SURVEY BOOK ELECTRONIC CONTRACT R-36340	SHEETS 15 of 96 PROJECT 1173193

RESOLUTION NO. ____

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 DECLARING THE NECESSITY TO PERFORM CERTAIN IMPROVEMENTS TO THE WESTFIELD STORM WATER DISTRICT AND AUTHORIZING NOTICE OF A PUBLIC HEARING THEREON

WHEREAS, pursuant to Indiana Code 8-1.5-5, the Common Council ("Council") of the City of Westfield, Indiana ("City") adopted Ordinance 16-08 on April 11, 2016 ("Storm Water Ordinance") creating the Stormwater Management Division ("Division") within the Department of Public Works ("Department") for the purpose of providing for and managing the collection, treatment, drainage, and disposal of City storm and surface water, establishing the Westfield Storm Water District ("District"), and adopting and approving user fees for the District; and

WHEREAS, pursuant to Indiana Code 8-1.5-5-4(g)(2) and the Storm Water Ordinance, the Board of Public Works and Safety of the City ("Board") serves as the board of directors of the Division; and

WHEREAS, the Board has caused an investigation to be made of certain areas within the District and finds that it is necessary to acquire, construct, rebuild, repair, extend and improve the storm water system and equipment and preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to construct certain storm water improvements as described in Attachment I attached hereto and incorporated herein by reference, together with necessary appurtenances, related improvements and equipment, to serve the District (collectively, "Projects"); and

WHEREAS, the Board has caused to be prepared maps, plans, specifications, drawings and estimates for the Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF WESTFIELD:

Section 1. The Board hereby finds, determines and declares that it is reasonable and 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 construct the Projects. The Board hereby adopts the maps, plans, specifications, drawings, details descriptions and estimates prepared for the Projects.

Section 2. The estimated cost of the Projects, including incidental expenses in connection with the Projects and the financing therefore, is an amount not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000).

Section 3. The officers and representatives of the District are hereby directed

to provide notice of the adoption of this Resolution, the fact that plans, specifications and estimates have been prepared and are available for inspection, and that a public hearing shall be called on October 9, 2017 when the Board will receive or hear remonstrances, in accordance with IC 8-1.5-5-17.

Section 4. The officers and representatives of the District and any member of the Board are hereby authorized, empowered and directed, on behalf of the District, to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 5. This resolution shall be in full force and effect from and after its adoption.

Dated this 27th day of September, 2017.

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

Andy Cook

Randy Graham

Kate Snedecker

ATTEST:

Cindy Gossard, Clerk-Treasurer

KD_9081631_2.docx

Attachment I

Description of Storm Water Improvements

2017 Stormwater Bond

Declaratory Resolution

Public Information

9/27/17

- North Street Drainage Improvements
 - o Project Description: Preliminary design efforts to add storm infrastructure to North Street from west of Cherry Street to East Street.
 - o Cost Estimate: \$30,000
 - o See Exhibit A, attached
- Westfield Park Culverts
 - o 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.
 - o Cost Estimate: \$480,000
 - o See Exhibit B, attached
- Grassy Branch Stream Restoration Phase II
 - o Project Description: Reconstruction of the Grassy Branch Stream from Mill Street to Union Street. Efforts include design, permitting, and construction.
 - o Cost Estimate: \$400,000
 - o See Exhibit C, attached
- Westfield Lagoon Closure
 - o Project Description: Removal and remediation of two existing wastewater lagoons north of the Westfield Public Works and City Services buildings along 171st Street.
 - o Cost Estimate: \$1,600,000
 - o See Exhibit D, attached
- Sleepy Hollow Drainage and Sidewalks
 - o Project Description: Construction of new drainage infrastructure within the Sleepy Hollow subdivision. Also includes sidewalk infrastructure.
 - o Cost Estimate: \$510,000
 - o See Exhibit E, attached

Additional Information Available Upon Request.

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

Exhibit A

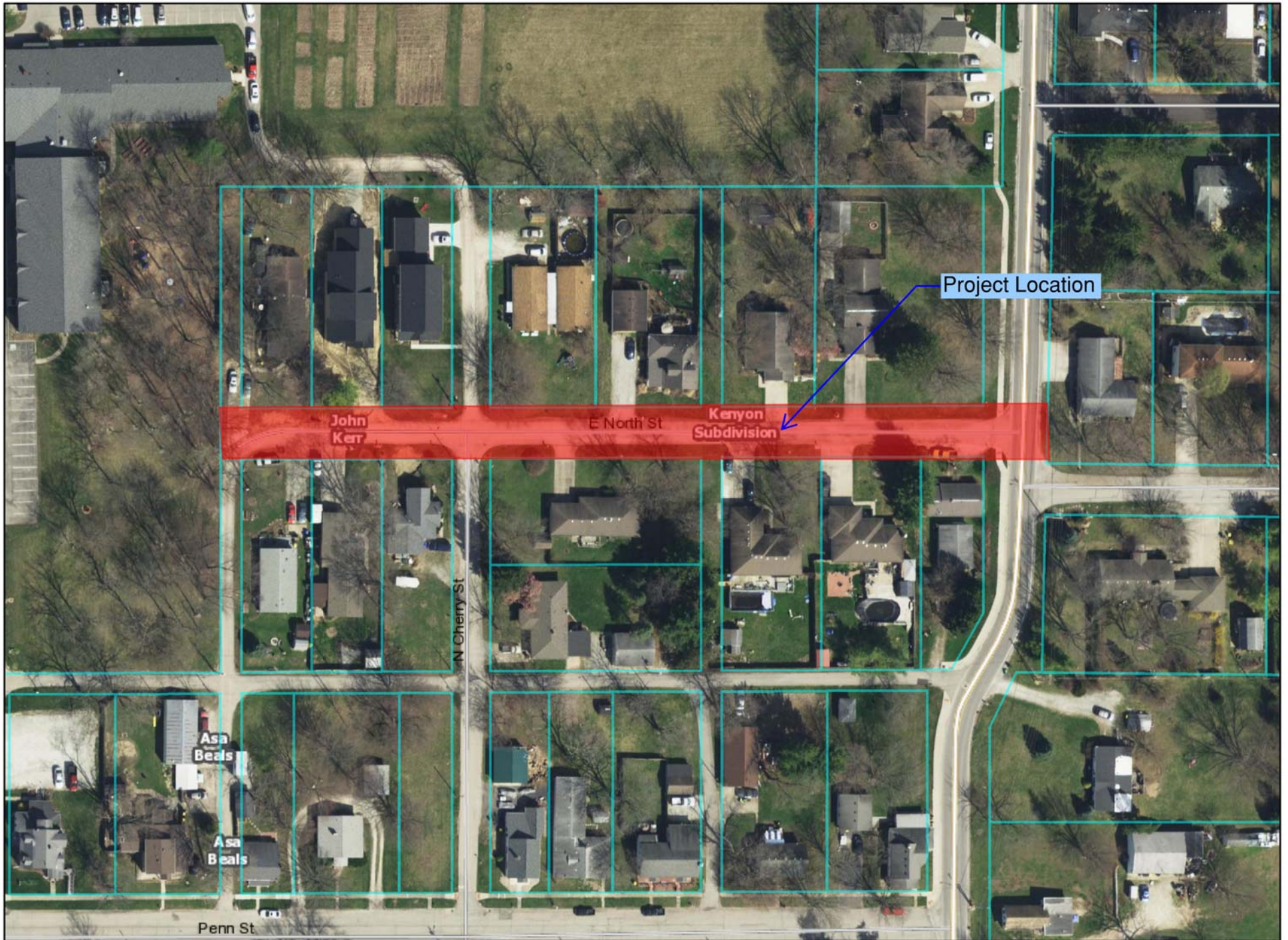


Exhibit B

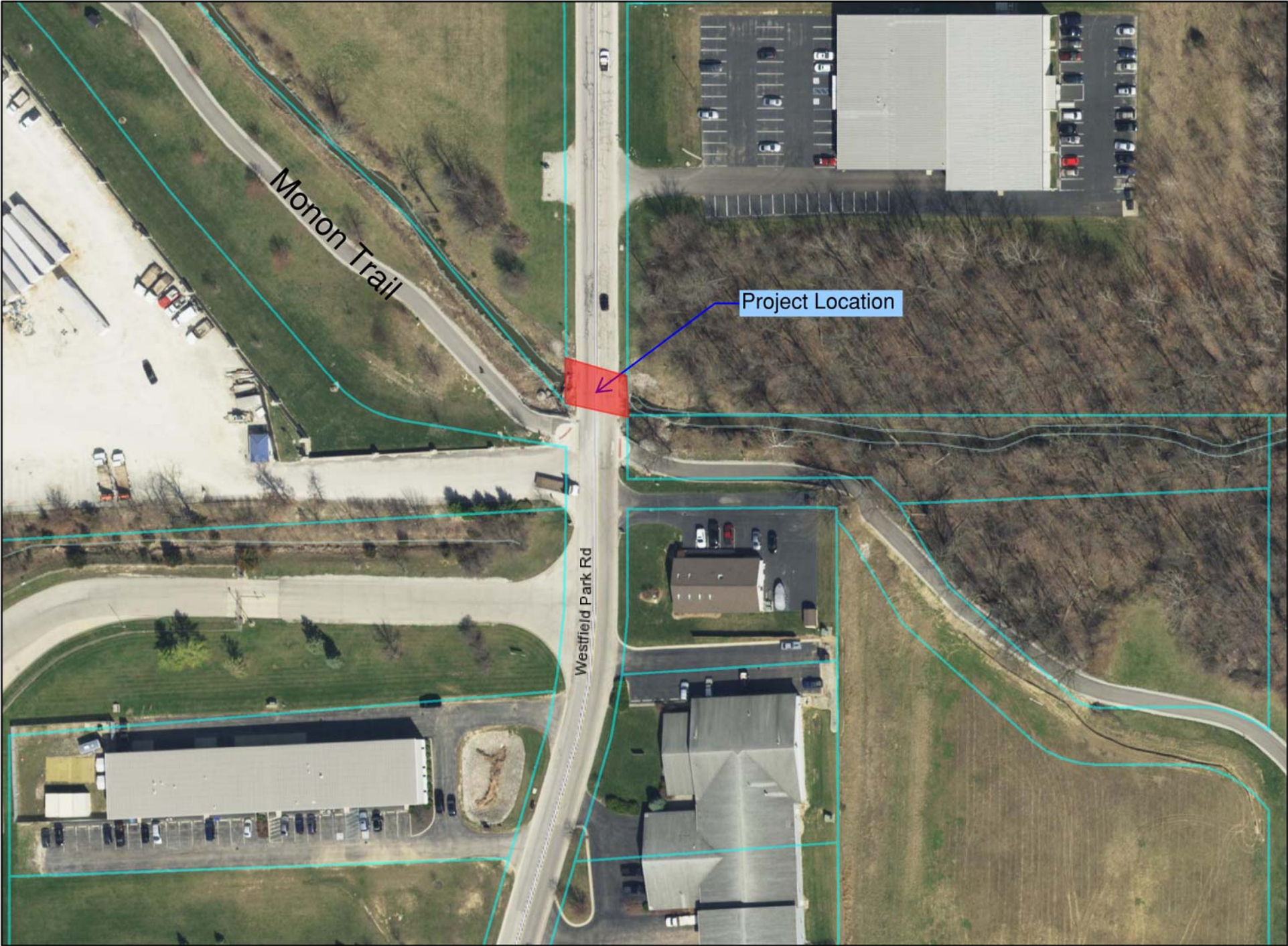


Exhibit C

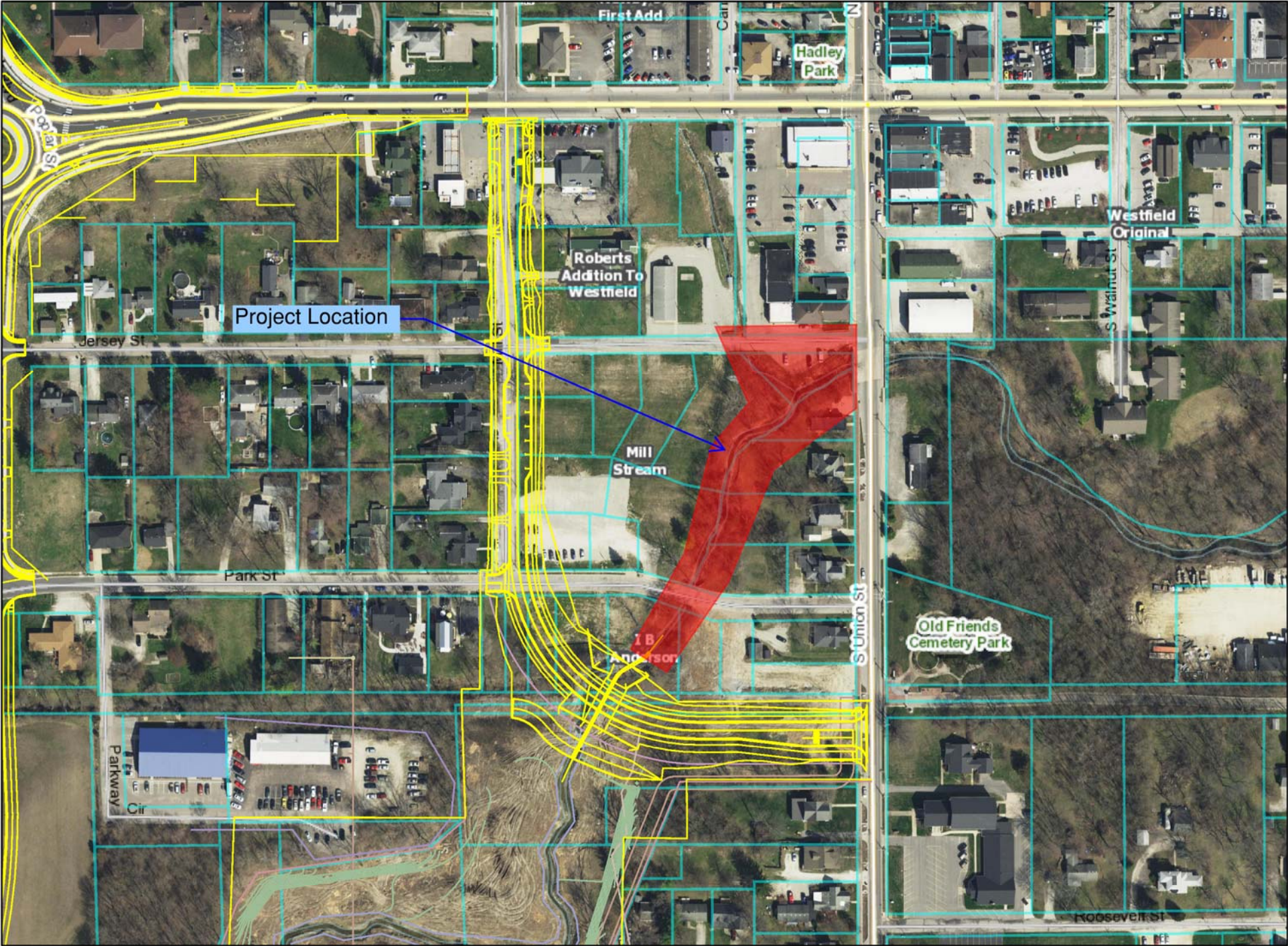


Exhibit D

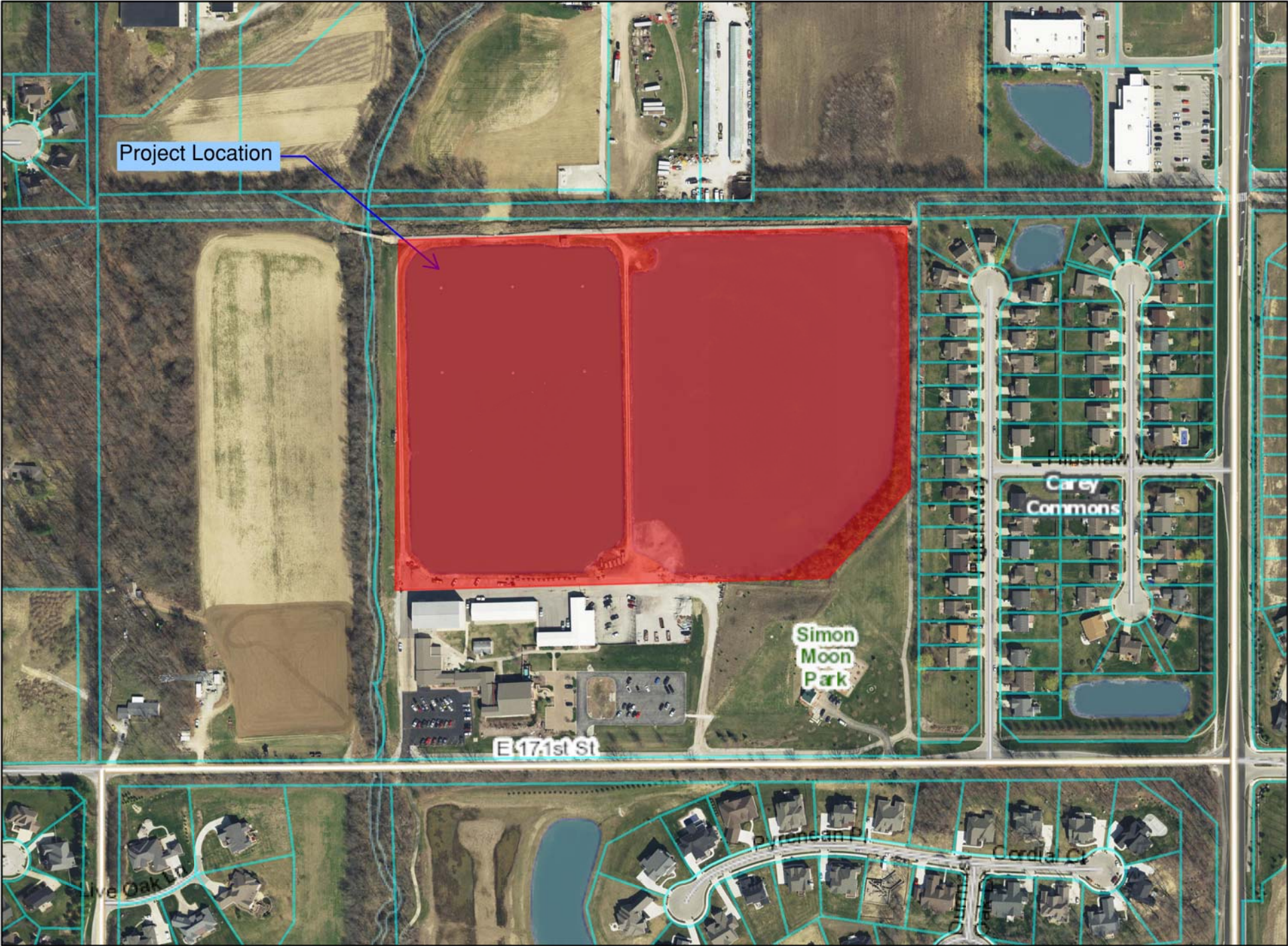


Exhibit E

