



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_09_26_2018

Wednesday, September 26, 2018 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 26, 2018 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:

Meeting Minutes - August 22, 2018

Documents: [August 22, 2018 Meeting Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Contracts/Agreements

Action Item #2:

Crossroads Church at Westfield - Installment Payment Agreement

Documents: [Payment Agreement](#) | [Off Site Extension Agreement](#)

Action Item #3:

Oak Ridge Point Road - Impact Fee Credit Agreement

Documents: [RIF Credit Agreement](#)

Action Item #4:

The Trails - Road Impact Fee Agreement

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

Action Item #5:

WSP USA for 161st & Springmill Roundabout Contract

Documents: [WSP USA Contract](#)

Change Orders

Action Item #6:

151st Street Culvert Replacement Intersection Sight Distance Improvements

Documents: [Change Order - 151st Street Culvert Replacement](#)

Action Item #7:

Kinsey Avenue Culvert Replacement

Documents: [Change Order - Kinsey Avenue Culvert Replacement](#)

Action Item #8:

Westfield Park Road Culvert Replacement

Documents: [Change Order - Westfield Park Road Culvert Replacement](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #9:

Agreement Between Carmel, Fishers, Noblesville, & Westfield - Joint Hiring Process

Documents: [Joint Hiring Initiatives](#)

Consent Agenda

151st Street Culvert Replacement - Title Sheet Signature

Documents: [Title Sheet](#)

September Bond Information

Documents: [Sept Bond Information](#)

Department Reports

Fire

WFD August Report

Documents: [WFD August Report](#)

Police

WPD August Report

Documents: [WPD August Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 22, 2018

The Westfield Board of Public Works and Safety met on August 22, 2018 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Kim Strang, Records Manager and Rodney Retzer, representing legal counsel.

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

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the July 25, 2018 meeting minutes as presented. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS AND LEASES:

Action Item #2: Lighting Project Inspection Contract

Phil Sundling presented, stating this is the inspection contract on all roundabouts and some T-intersections in the City for lighting.

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

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #3: State Road 32 INDOT Funding Agreement

Phil Sundling presented, stating this is the agreement with INDOT and the City to partner together (50/50) in the improvements of State Rd 32 through downtown Westfield.

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

CONSENT AGENDA:

Pro-X Road Impact Fee Payment Agreement

August Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Phil Sundling

With no further business, Kate Snedeker made the motion to adjourn. Mayor Cook seconded.
The meeting was adjourned at 1:36 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

INSTALLMENT PAYMENT AGREEMENT

Cross Referenced to Instrument No. _____

The City of Westfield, Indiana ("City") and Crossroads Church at Westfield (the "Crossroads") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the payments to be made by the City for the infrastructure previously negotiated 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: 19201 Grassy Branch Rd, Westfield, IN 46074.

Section 2. **Statement of Terms:**

- A. Parties entered into the Agreement For Off-Site Extension of Water Mains and Related Facilities on or about March 12, 2007, attached hereto as **Exhibit B**.
- B. Parties agree that the City shall make a payment in the amount of \$61,000.00 on or before ~~August 30~~ October 15 2018.
- C. Parties agrees to installment payments as set forth herein.
- D. The City agrees to make installment payments to Crossroads 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 January 1, 2019, and every year thereafter, in accordance with the following schedule:

January 1, 2019:	\$16,225.00
January 1, 2020:	\$16,225.00
January 1, 2021:	\$16,225.00
January 1, 2022:	\$16,225.00
January 1, 2023:	\$16,225.00
January 1, 2024:	\$16,225.00
January 1, 2025:	\$16,225.00
January 1, 2026:	\$16,225.00
January 1, 2027:	\$16,225.00
<u>January 1, 2028:</u>	<u>\$16,225.00</u>
Total Amount:	\$162,250.00

Section 3. **Successors and Assigns:**

This Agreement will be null and void if the Real Estate no longer is owned by Crossroads. All sums remitted to that point remain the property of Crossroads and no other amounts shall be due from the City.

Section 4. **Effective Date:**

This Agreement is effective upon the execution of this Agreement and shall continue in effect until the amounts are paid in full, this Agreement is modified by the Parties or the Real Estate is no longer owned by Crossroads.

Section 5. **Recording:**

The undersigned hereby authorizes Crossroads to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by Crossroads.

Section 6. **Enforcement:**

This Agreement may be enforced by the parties with the only proper venue being the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

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

City of Westfield, Indiana

By: Todd Burton
Printed Name: Todd Burton
Title: Chief of Staff
Date: 7-30-2018

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.

Kristen M Sparks
SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this 30th day of July, 2018.

Printed Name of Notary Public Kristen M. Sparks

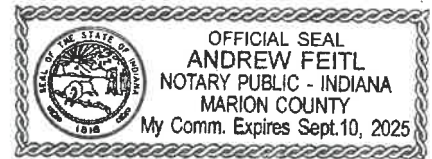
My Commission Expires 11/1/2024



Crossroads Church At Westfield

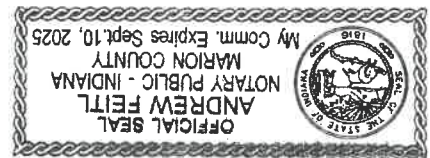
By: [Signature]
Printed Name: Doug Thornberry
Title: Elder, Clerk of Session
Date: 6/27/18

By: [Signature]
Printed Name: Rev. Eric G. Lohe
Title: Pastor, Crossroads Church
Date: 6/27/18



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]
SIGNATURE OF NOTARY PUBLIC

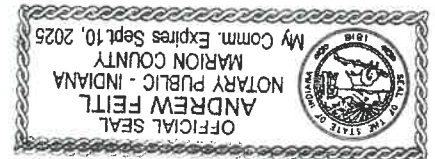


State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this 27th day of June, 2018.

Printed Name of Notary Public Andrew Feitl

My Commission Expires Sept. 10, 2025



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

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

CROSSROADS CHURCH AT WESTFIELD
AGREEMENT FOR OFF-SITE EXTENSION OF WATER MAINS AND RELATED
FACILITIES

This agreement for off-site extension of water mains and facilities executed this 12TH day of MARCH, 2007, by and between the Town of Westfield acting by and through its Common Council, (hereinafter referred to as the "Town") and (Town to Insert Developer Name) (hereinafter referred to as the "Owner/Developer"):

WITNESSETH:

WHEREAS, the Town has developed a Comprehensive Master Plan for the development and distribution of the water mains and facilities (hereinafter referred to as the "Master Plan"); and,

WHEREAS, the Owner/Developer desires to cause development to occur within the jurisdiction of the Town and to provide water service to such development, (hereinafter referred to as the "Project"); and,

WHEREAS, a portion of the water mains and facilities to be constructed to serve said development in conformance with the Master Plan were "off-site" as said term is understood within the context of the Master Plan and is further defined within the terms of this Agreement.

WHEREAS, it is fair and equitable, to enter into an agreement, to reimburse the Owner/Developer for the part of the costs of the Project, which are not necessary for water service to the Owner/Developer's development.

NOW, THEREFORE, the parties do hereby agree in consideration of the promises and covenants contained herein as follows:

1. Construction of off-site extension of water mains and facilities

a. Plans and Specifications

The Owner/Developer, at its expense, has caused plans and specifications to be prepared consistent with the Master Plan for the extension of water mains and facilities to the site of its development which is described in **Exhibit A** attached hereto and made a part hereof.

The Plans have been submitted to the Town for approval and said plans are a part of this Agreement and shall be marked **Exhibit B**.

b. Construction

The Owner/Developer will construct the water mains and facilities in substantial conformance to the plans and specifications.

c. Performance Bond, Maintenance Bond and Testing

Upon completion of the Project, the Owner/Developer shall post a maintenance bond or surety acceptable to the Town, in an amount sufficient to indemnify the Town for the maintenance of the Project for a three (3) year period beginning the date of the Project is accepted by the Westfield Town Council. Prior to acceptance of the Project, the Project shall pass one or more normally acceptable inspection tests, including but not limited to, a pressure test or leak test, and bacteriological testing. The Town shall not be obligated to accept the dedication of the Project unless the Project meets normally acceptable standards for the above tests.

d. Dedication and Acceptance Thereof

Upon completion of the Project and satisfactory performance of all testing required by the Town, the Owner/Developer shall convey all right, title, and interest in the Project to the Town. The Town shall accept such dedication upon satisfactory testing and posting of a maintenance bond or other acceptable surety as set out herein.

2. Reimbursement and/or Credits

The Town agrees that the Owner/Developer shall be entitled to reimbursement/credit for construction of the Project in the total amount of (Town to Insert Total Amount of Reimbursement/Credit Due Developer) as detailed in **Exhibit C** attached hereto and made a part hereof. The reimbursement/credit specifically set out herein shall represent the total compensation to the Owner/Developer arising out of the Project. A cost estimate of the Project and related costs are detailed in **Exhibit D** and **Exhibit E**, attached hereto and made a part hereof. Developer acknowledges that such reimbursement/ credit is subject and subordinate to the obligations of the Town to the holders of the Town's Waterworks Revenue Bonds in accordance with the provisions of Ordinance 03-24.

3. Amendments and Modifications

This Agreement incorporates the entire agreement of the parties, and no extrinsic matters shall be deemed to have amended this Agreement in any manner, unless specifically set forth in writing and executed by the parties hereto as an addendum or amendment to this Agreement.

4. Default

Any failure on the part of either party to carry out the terms or conditions set forth herein shall be considered an event of default and shall relieve the other party from any further obligation under the terms of this Agreement.

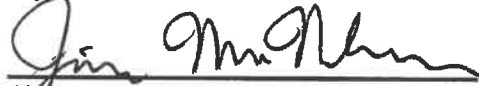
5. No Waiver of Obligation to Pay Charges

The parties agree that there is nothing about this Agreement which may be in any manner construed to relieve the Owner/Developer from any obligation currently imposed upon such Owner/Developer by reason of the ordinances of the Town of Westfield and in particular the ordinances requiring the payment of availability and connection charges to the Town. In addition, the parties agree that no proprietary interest arises out of this Agreement which would result in the Owner/Developer being entitled to avoid any increase in availability connection ordinances.

6. Execution of Supplemental Documents

The parties agree that they shall execute any and all documents necessary to give effect to this Agreement, including, but not limited to, the assignment or granting of easements, or the execution of such other documents as may be necessary.

By: Crossroads Church at Westfield


Jim McNurlan

SIGN OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Personally appeared before me, a notary public in and for said County and State,
(Town to Insert Signer's Name and Company Name), who, being first duly sworn,
acknowledges that the representations contained herein are true to the best of his
knowledge.

WITNESS MY HAND AND SEAL, this 5th day of MARCH, 2007.

Shay S. Goins
Notary Public

Shay L. Goins
Printed Name

MY COMMISSION EXPIRES:
5/6/09

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and
seals, this 12th day of MARCH, 2007.

By: Town of Westfield

Bruce A. Hauk 3/12/07
Bruce A. Hauk, Director of Public
Works

ATTEST:
Cindy Gossard
Cindy Gossard, Clerk-Treasurer
Town of Westfield

EXHIBIT A

(Crossroads Church at Westfield)

Part of the West Half of the Northwest Quarter of Section 29, Township 19 North, Range 4 East in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of of the Northwest Quarter of Section 29, Township 19 North, Range 4 East; thence on the West line thereof North 00 degrees 00 minutes 00 seconds (assumed bearing) 751.26 feet to the southwest corner of real estate described in a Warranty Deed recorded as Instrument #8512054 in Deed Record 350, Page 878 in the Office of the Recorder of Hamilton County, Indiana; thence on the South line of said real estate South 89 degrees 22 minutes 20 seconds East 675.00 feet to the southeast corner thereof; thence parallel with the West line of said quarter section South 00 degrees 00 minutes 00 seconds 748.71 feet to the south line of said quarter section; thence on said south line North 89 degrees 35 minutes 20 seconds West 674.98 feet to the beginning point; containing 11.62 acres, more or less.

Subject, however, to the rights-of-way for Grassy Branch Road along the entire West side thereof and 191st Street along the entire South side thereof; subject, further, to any other legal easements and rights-of-way.

EXHIBIT B

Because of reproduction difficulties and its bulk nature, the plans are on file in the Clerk-Treasurer's Office and the Westfield Public Works Department and are duly marked Exhibit B.

(Developer to supply three (3) original copies of the project plans with changes required by the Water Master Plan Highlighted.)

EXHIBIT C

Project Name: Crossroads Church at Westfield

Developer Name: Same as above

Credit Due Developer	\$0.00
Reimbursement Due Developer	\$223,242.04
Total Compensation Due for Agreement	\$223,242.04

(Reimbursement cash payments shall be paid only when the full amount for reimbursement is available in the reimbursement account and based on prioritization (first in first out) of the agreement.)

EXHIBIT D

**(Insert Cost Estimate of Project, see attached example) **SUPPLY THREE (3)
ORIGINALS**

EXHIBIT E

(Insert letter from Engineering Firm certifying the amount of design costs for the water main and requesting that 10% of this cost be reimbursed by this agreement)**

SUPPLY THREE (3) ORIGINALS

ESTIMATED COST FORM
DEVELOPER INSTALLED MAINS

D

Project Name: Crossroads Church at Westfield

Estimate Prepared by: Rich Kelly

Date: 3/2/2007

***Material and labor cost included in each item.**

***Pipe cost also includes:**

*All fittings, including flushing outlet

*Disinfection and pressure testing

*Final grading and seeding

*Bores, backfill material and asphalt repairs

ITEM DESCRIPTION	QUANTITY	PRICE/UNIT	TOTAL COST
DR18, C-900 PVC PIPE			
4" PVC & APPURT.		/FT.	
6" PVC & APPURT.	2600	18.99/FT.	\$49,382.50
8" PVC & APPURT.		/FT.	
12" PVC & APPURT.		/FT.	
CLASS 50 DUCTILE IRON PIPE (OR PRESSURE CLASS 350)			
6" DUCTILE IRON PIPE & APPURT.		/FT.	
8" DUCTILE IRON PIPE & APPURT.		/FT.	
12" DUCTILE IRON PIPE & APPURT.		/FT.	
VALVES			
4" GATE VALVE & BOX		/EA.	
6" GATE VALVE & BOX	3	600.00/EA.	\$1,800.00
8" GATE VALVE & BOX		/EA.	
12" GATE VALVE & BOX		/EA.	
TAPPING SLEEVES AND VALVES W/ BOX			
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
FIRE HYDRANTS			
FIRE HYDRANT 5 1/4 V.O. W/3 NOZZLES	5	1350.00/EA.	\$6,550.00
6" GATE VALVE & BOX	5	300.00/EA.	\$1,500.00
HYDRANT LATERAL	5	150.00/EA.	\$750.00
OTHER			
TOTAL COST			\$61,982.50

ESTIMATED COST FORM (UPSIZE)
DEVELOPER INSTALLED MAINS

E

Project Name: Crossroads Church at Westfield

Estimate Prepared by: Rich Kelly

Date: 3/2/2007

***Material and labor cost included in each item.**

***Pipe cost also includes:**

- *All fittings, including flushing outlet
- *Disinfection and pressure testing

- *Final grading and seeding
- *Bores, backfill material and asphalt repairs

ITEM DESCRIPTION	QUANTITY	PRICE/UNIT	TOTAL COST
DR18, C-900 PVC PIPE			
4" PVC & APPURT.		/FT.	
6" PVC & APPURT.		/FT.	
8" PVC & APPURT.		/FT.	
12" PVC & APPURT.		/FT.	
CLASS 50 DUCTILE IRON PIPE (OR PRESSURE CLASS 350)			
6" DUCTILE IRON PIPE & APPURT.		/FT.	
8" DUCTILE IRON PIPE & APPURT.		/FT.	
12" DUCTILE IRON PIPE & APPURT.	5300	48.16/FT.	\$255,224.54
VALVES			
4" GATE VALVE & BOX		/EA.	
6" GATE VALVE & BOX		/EA.	
8" GATE VALVE & BOX		/EA.	
12" GATE VALVE & BOX	6	1300.00/EA.	\$7,800.00
TAPPING SLEEVES AND VALVES W/ BOX			
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
" X " TAPPING SLEEVE & " VALVE W/BOX		/EA.	
FIRE HYDRANTS			
FIRE HYDRANT 5 1/4 V.O. W/3 NOZZLES	12	1350.00/EA.	\$16,200.00
6" GATE VALVE & BOX	12	300.00/EA.	\$3,600.00
HYDRANT LATERAL	12	150.00/EA.	\$1,800.00
OTHER			
Special Agreement (See Attachment)			
Engineering (10%)		600	
TOTAL COST			\$285,224.54

Brandt

Construction, Inc.

March 1, 2007

Tom Goins
CrossRoads Church at Westfield
191st & Grassy Branch Road
Westfield, IN 46074

RE: CrossRoads Church at Westfield

Dear Tom,

Please review the following cost for the change in material for the offsite water line and the cost to extend the offsite water line to the south side of 186th Street.

A. Material Change from 6" C-900 to 12" Ductile Iron:

Elevation Excavation Add	\$ 61,960
Worth Excavation	\$ 68,300
Indy Earthworks	\$ 72,000

B. Waterline Extension to 186th Street in Ductile 12" Iron:

Elevation Excavation	\$140,482
Indy Earthworks	\$145,500
Worth Excavation	\$150,610

All quotes from the above contractors referenced are attached. Please let us know how you would like us to proceed.

Sincerely,



Chirag Patel, Senior Project Manager/Partner
Brandt Construction, Inc.

CP/maw

Cc: File

H:\Jobs\1 ESTIMATING\1 Bids\Chirag\CrossRoads Church at Westfield 11-17-06\Tom Goins Letter 3-1-07.doc



General Contractor Construction Manager
330 East St. Joseph Street Indianapolis, Indiana 46202 (317) 638-3300
FAX (317) 633-6671

Proposal for Crossroads Church (Offsite Water Main)

Elevation Excavation Inc.
1132 South Range Line Road
Carmel, Indiana 46032
John Edwards 716-2993
Gabe Edwards 716-2995
Fax 846-0217

Scope:

Water mains

6" C-900 Offsite per plan	Total per scope	\$	47,980.00
Install 6" C-900 Water main from the corner of 191st Street and Grassy Branch Road to the future tie in location at Shady Nook Road. (Approx. 2650 feet)			
Install 5 fire hydrants per plan			
Repair 1 driveway			

Notes: Easements, both permanent and temporary are required. The temporary easement is assumed to be wide enough to adequately facilitate the installation and backfill of the water main. Relocation, modification or temporary shoring of existing utilities is not included. No de-watering is included.

12" Ductile Iron Offsite per plan	Total per scope	\$	109,940.00
Install 12" Ductile Iron Water main from the corner of 191st Street and Grassy Branch Road to the future tie in location at Shady Nook Road. (Approx. 2650 feet)			
Install 6 fire hydrants per plan			
Repair 1 driveway			

Notes: Easements, both permanent and temporary are required. The temporary easement is assumed to be wide enough to adequately facilitate the installation and backfill of the water main. Relocation, modification or temporary shoring of existing utilities is not included. No de-watering is included.

Difference	\$	61,960.00
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Alternate A-5 additional 6" C-900 water main extension

\$ 55,256.00

Install 6" C-900 water main from plan termination approximately 3200 feet to the existing water main on the South side of 186th Street.
The route of the water is assumed to be along the East side of Shady Nook Road approximately 15 feet east of the edge of pavement.
Easements, both permanent and temporary are required. The temporary easement is assumed to be wide enough to adequately facilitate the installation and backfill of the water main.
Fire hydrants at 500 foot spacing (7 total)
We are expecting that the main be shut off at a valve located safely away from the work area
If this cannot be accomplished an insert-a-valve may need to be installed
Insert-a-valve by others
Relocation, modification or temporary shoring of existing utilities is not included
No de-watering is included. (There are two areas along the route that are holding water now)
Includes two street open cuts with flowable fill, concrete patch and asphalt overlay
Footage is estimated, if actual footage differs \$15.00 per foot will be added / subtracted appropriately
Backfill and rough grade of disturbed area only
Final grade and seed by others

Alternate A-6 additional 12" Ductile Iron water main extension

\$ 140,482.00

Install 12" Ductile Iron water main from plan termination approximately 3200 feet to the existing water main on the South side of 186th Street.
The route of the water is assumed to be along the East side of Shady Nook Road approximately 15 feet east of the edge of pavement.
Easements, both permanent and temporary are required. The temporary easement is assumed to be wide enough to adequately facilitate the installation and backfill of the water main.
Fire hydrants at 500 foot spacing (7 total)
We are expecting that the main be shut off at a valve located safely away from the work area
If this cannot be accomplished an insert-a-valve may need to be installed
Insert-a-valve by others
Relocation, modification or temporary shoring of existing utilities is not included
No de-watering is included. (There are two areas along the route that are holding water now)
Includes two street open cuts with flowable fill, concrete patch and asphalt overlay
Footage is estimated, if actual footage differs \$35.00 per foot will be added / subtracted appropriately
Backfill and rough grade of disturbed area only
Final grade and seed by others

Difference \$ 82,226.00

Subcontract Quotation
Phoned in Bid



Section:

JOB NAME: CROSSROADS CHURCH AT WESTFIELD Date 2/5/87

FIRM NAME: WINTH EXC.

ADDRESS _____

QUOTER'S NAME: MIKE WINTH Phone No. 309-4465

As per plans and specs? ☒ Yes ☐ No
Prevailing Wage? ☐ Yes ☒ No

Including Addendum No. 1 to 1

BID ON _____

BASE BID \$ 325,800

Erected: ☒ Yes ☐ No

Sales Tax: ☐ Yes ☒ No

F.O.B.: ☒ Jobsite ☐ Factory

INCLUDES:

ALTERNATES

UNIT PRICES

ALT #4 - C900 TO DUCTILE IRON ADD \$68,300

ALT #5 - 12" DUCTILE TO 18" ST ADD \$150,610

ALT #1 - ADD \$2000

ALT #2 - ADD \$1000

ALT #3 - ADD \$2000

EXCLUDES:

NOTES:

BID TAKEN

BY CP

TIME 10:05 AM

Indy Earth Works Inc.**ESTIMATE**

1300 E. U.S. 138 Suite M
Pittsboro In. 46167

Phone: 317-892-2360
Fax: 317-892-2370

No. 2

TITLE: Estimate

DATE: 03/01/2007

PROJECT: Cross Roads Church of Westfield

TO: Attn: Chirag Patel
Brandt Const.
330 East St. Joseph St.
Indianapolis Indiana 46202
Phone: 317-638-3300 Fax: 317-633-8671

DESCRIPTION

Base Bid- Earthwork, Erosion Control, Water, Sanitary Sewer & Storm Sewer Installation.

Total \$302,000.00

Alt. # 4 Add \$72,000.00
Alt. # 5a Add \$80,000.00
Alt. # 5b Add \$85,500.00

Thank you for the opportunity to quote this project.

Prepared By:


Brian Hagemier

Date: 03/01/2007

March 5, 2007

Mr. Bruce A. Hauk
Director of Public Works
Westfield Public Works
2706 East 171st Street
Westfield, IN 46074

Dear Bruce:

Per our conversation of March 2, 2007, I would like to use the two water and sewer availability and connection credits in conjunction with the CrossRoads Church project at 191st and Grassy Branch.

Per our understanding, the church needs 2 EDU's for water and sewer. The Westfield Town Council waived 50% of these charges.

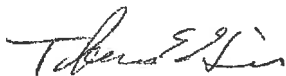
Please apply 1 Water EDU and 1 Sewer EDU credit to the CrossRoads Church project. The church will now have no charge for these fees to obtain a building permit. I intend to connect to waterline as soon as it is available. Please apply 1 EDU credit for my use when I connect.

Please have a check issued to me for \$4,700 to cover the one remaining sewer credit.

This completes the payment of my portion of the May 16, 1994, waterline easement with the Town/Harbour Water Company.

I appreciate your assistance in this matter.

Sincerely,



Thomas E Goins

sg

WESTFIELD UTILITIES

TOWN COUNCIL MEMBERS

John C. Babb
John B. Hart
Thomas R. Huckstep
Michael A. McDonald
Tracy Rogers

MICHAEL F. MADDOX
UTILITIES SUPERINTENDENT

May 16, 1994

06-32-00-008

Mr. Steve Roudebush
Roudebush Massey-Ferguson Equipment
2911 East St. Road 32
Westfield, IN 46074

Re: Water Line Easement with Harbour Water Company
Parcel #06-32-00-008.000

Dear Steve:

Per our conversation of May 13, 1994 regarding the water line easement, you stated that you would like four water and sewer hook ups for the 440' x 10' water line easement. Using the figure of \$2,010 per E. D. W., this is the total charge for water availability, water tap, sewer availability and sewer tap. These could be used anywhere that the Town of Westfield services water or sewer. Also on the parcel, the Town of Westfield needs to acquire an easement that is 25' x 75' = 1,800 square feet to install a water meter pit. You also stated that for this easement Goins and Roudebush would like to receive \$4,000 cash. Indianapolis Water Company is to clean up after construction is complete. This is a water line easement only.

Sincerely,



Michael Maddox
Utility Superintendent

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WSP Agreement No. - 185360
Task Order No. 17**

This Task Order No. 16 is made and entered into this 28th day of June, 2018, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. Scope of Services

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for the 161st Street/Springmill Road Roundabout Project with a total of 3 parcels. These services shall include: title research, right-of-way engineering, right-of-way management, appraising and buying services.

2. Schedule

WSP shall provide the services stated above in accordance with a schedule set forth below:

Title Research -	10 days from Title Researcher Notice to Proceed
Right-of-Way Engineering -	14 days from R/W Engineering Notice to Proceed
Appraisal Problem Analysis -	10 days from Appraiser Notice to Proceed
Appraising -	30 days from Appraiser Notice to Proceed
Review Appraising -	14 days from Appraiser Notice to Proceed
Buying -	35 days from Buyer Notice to Proceed

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

3. **Compensation**

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of \$42,285.00.

Title	Unit Rate per parcel	# of parcels	Total Cost
Title Research	\$325	3	\$975
Right-of-Way Engineering	\$3,200	3	\$9,600
Right-of-Way Management	\$1,200	3	\$3,600
Appraisal Problem Analysis	\$235	3	\$705
Appraisal – Residential Long Form	\$4,200	4	\$16,800
Appraisal – Short Form	\$2,625	2	\$5,250
Buying	\$1,785	3	\$5,355

*Note Per Code, two appraisals will be required for any parcel valued over \$25,000

4. Both parties agree that this Task Order No. 17, shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 17 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield

Signature

Jeremy Lollar
Director of Public Works

WSP-USA, Inc.



Signature

Duane McKinney
Area Manager



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

OWNER ☐
CONSULTANT ☒
OTHER ☐

AMENDMENT CHANGE ORDER

PROJECT:

Task Order #1 - 151st St Culvert Replacement
Task Order #2 - Pedestrian Curb Ramp
Improvements

Task Order #3 - ISD Improvements

CLIENT: City of Westfield

AMENDMENT NUMBER: 1

DATE: 09/14/2018

CONSULTANT'S PROJECT NO. 15-0258

CONTRACT DATE: 01/13/2016

CONTRACT FOR: Des No. 1500431, 1500428,
1500430

The Contract is changed as follows: See attached Appendix "A-1"

Not valid until signed by Client and Consultant

The original Contract Sum was.....\$ 127,543.00
Net change by previously authorized Change Orders.....\$ 0.00
The Contract Sum prior to this Change Order was\$ 127,543.00
The Contract Sum will be increased/decreased
by this Change Order in the amount of.....\$ 22,500.00
The new Contract Sum including this Change Order will be.....\$ 150,043.00

The Contract Time will be changed by 365 days
The date of Substantial Completion as of the date of this Change Order therefore is 12/31/2018

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

SHREWSBERRY & ASSOCIATES, LLC

CONSULTANT

7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

Address

By _____

Title

Date ____/____/____

CLIENT

Address

By _____

Title

Date _____



City of Westfield (Task Orders 1, 2, and 3)

Des No. 1500431, 1500428, 1500430

Change Order #1

Appendix “A-1”

The scope of work is described below:

The CONSULTANT shall be responsible for performing the following services:

Task 1 Culvert Replacement at 151st Street – Des No. 1500431

- 1) Perform utility coordination in general accordance with 105 IAC 13 and Indiana Design Manual (IDM) Chapter 104 Utility Coordination, consisting of:
 - A. Conflict Analysis Phase
 - B. Work Plan Request Phase
 - C. Work Plan Review
 - D. Work Plan Approval and Certifications
- 2) Prepare and submit the required Regional 401/404 permit applications and supporting documentation.
- 3) Coordinate with LPA and LPA’s Consultant for preparation of the Geotechnical Report.
- 4) Prepare a final pavement design report using the LPA’s standard typical pavement section, in accordance with INDOT Design Memorandum No. 18-01.

Task 3 Intersection Sight Distance Improvements – Des No. 1500430

- 1) Provide metes and bounds legal descriptions and land plats for two additional parcels.

Assumptions:

- Project will meet conditions for IDEM 401 RGP and USACE 404 RGP.
- Project will use LPA’s standard typical pavement section.

Exclusions:

- Individual Section 401/404 Permits
- Public Involvement/Public Hearings
- Mitigation Plan
- Coordination with IDEM and USACE regarding mitigation site or mitigation plan
- Pavement design or analysis



**Task 1 151st Street Culvert Replacement &
 Task 3 ISD Improvements
 Des No. 1500431 & 1500430
 Contract Amendment #1**

Task Description	Estimated Hours and Category Rates				Subtotal	Subconsultant (see attached)	Total
	Project Engineer 5	Project Engineer 4	Project Engineer 1	Designer 3			
	\$ 230.06	\$ 176.21	\$ 102.17	\$ 116.68			
ADDITIONAL DESIGN RELATED SERVICES							
Task 1 - 151st Street Culvert Replacement							
Utility Coordination - Conflict Analysis Phase	1	4		8	\$ 1,868.34		\$ 1,868.34
Utility Coordination - Work Plan Request Phase	2	8		8	\$ 2,803.24		\$ 2,803.24
Utility Coordination - Work Plan Review	2	16			\$ 3,279.48		\$ 3,279.48
Utility Coordination - Work Plan Approval and Certification	2	16			\$ 3,279.48		\$ 3,279.48
401/404 Permit Coordination	1	4	1	4	\$ 1,503.79	\$ 4,284.00	\$ 5,787.79
Geotechnical Report Coordination	1	4			\$ 934.90		\$ 934.90
Pavement Design Report	2	8			\$ 1,869.80		\$ 1,869.80
Task 1 Subtotal =	11	60	1	20	\$ 15,539.03	\$ 4,284.00	\$ 19,823.03
Task 3 - ISD Improvements							
Legal Descriptions and land plats (2)	1	2			\$ 582.48	\$ 2,000.00	\$ 2,582.48
Task 3 Subtotal =	1	2	0	0	\$ 582.48	\$ 2,000.00	\$ 2,582.48
Expenses							
Mileage (\$0.50 X 40 miles X 2 trips)					\$ 40.00		\$ 40.00
Expenses Subtotal =					\$ 40.00	\$ -	\$ 40.00
TOTAL							\$ 22,445.51
TOTAL (ROUNDED)							\$ 22,500.00

June 14, 2018



Ms. Angela DeWees, P.E.
Senior Project Manager
Shrewsberry & Associates, LLC
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

**RE: DES. NO. 1500431
SECTION 401/404 WATERWAY PERMITS
CULVERT REPLACEMENT OVER UNT TO LITTLE EAGLE CREEK
151ST STREET APPROXIMATELY 0.26 MILES EAST OF SHELBORNE ROAD
WESTFIELD, HAMILTON COUNTY, INDIANA**

Dear Ms. DeWees:

Metric Environmental, LLC (Metric) is pleased to submit our fee proposal to Shrewsberry & Associates, LLC (Shrewsberry) to prepare and submit the Section 401/404 permit application for the above-listed culvert replacement project.

SCOPE OF WORK

The proposed Scope of Work is to prepare and submit the Section 401/404 permit application to the U.S. Army Corps of Engineers (USACE) and Indiana Department of Environmental Management (IDEM) for expected impacts to streams and wetlands associated with this project.

Section 401/404 Permit Application

Metric will prepare the IDEM 401 Regional Water Quality Certification and USACE 404 Regional permit application and supporting materials for submittal to IDEM and USACE. The activities of this project will result in 5.5 tons of Class I riprap and 10.3 square yards of geotextiles being placed at the inlet of the culvert and 8 tons of Class I riprap and 13.3 sys of geotextiles being placed at the outlet of the culvert. This action will impact 0.012 acres and 72 LFT of UNT to Little Eagle Creek below the OHWM. Approximately 0.014 acre of Wetland A is planned to be impacted by the addition of fill.

If more than 0.10 acres of waters and wetlands are to be impacted, an Individual IDEM 401 Water Quality Certification would be required. In that event, additional fees would be necessary. Additionally, if more than 1 acre of waters and wetlands are to be impacted, a USACE 404 Individual permit would be required. In that event, additional fees would be necessary.

USER RESPONSIBILITIES

Shrewsberry is responsible for providing certain information to the environmental professional to initiate our Scope of Work. USI is responsible for providing the following:

- Design Plans indicating the impacts to the creek and wetland

PROJECT ASSUMPTIONS

- Impacts to water resources will be less than 0.1 acre or below 1,500 LFT of stream
- Metric will provide deliverables in PDF format
- Latest project site plans will be provided prior to initiation of permit application completion. Changes to project site plans after permit application completion may require additional scope.
- The schedule will not be adversely impacted by inclement weather

Schedule

The project will be completed in accordance with the following schedule. This schedule is based on receipt of the design plans within 30 days and receiving prompt review and approvals from the U.S. Army Corps of Engineers and Indiana Department of Environmental Management:

ACTIVITY

DURATION FROM NOTICE TO PROCEED AND RECEIPT OF PROJECT INFORMATION

401/404 Permit

60-90 Days

EXCLUSIONS

Services which would be subject to a contract addendum include:

- Individual Section 401/404 Permitting
- Hydraulic Modeling, design of drainage plans, or other design items to obtain water quality permitting
- Public Involvement/Public Hearing
- Mitigation Plan
- Coordination with IDEM and USACE regarding mitigation site or mitigation plan

FEE

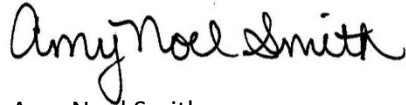
Metric proposes to complete this project for an hourly, not-to-exceed fee of \$4,284.00.

Proposal for Waterway Permits
Culvert Replacement, 151st Street
June 14, 2018

If you have any questions regarding this proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

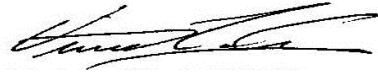
Sincerely,

METRIC ENVIRONMENTAL, LLC



Amy Noel Smith
Natural Resources Project Manager

Metric Job 15-0258-4



Vince L. Epps, CHMM, LEED®AP
Vice President
Senior Environmental Scientist

MANHOUR/EXPENSE JUSTIFICATIONS

Culvert Replacement, 151st over UNT to Little Eagle Creek

Des. No. 1500431

Metric Job Number 15-0258-4

			
	Senior Scientist	Project Manager I	
	\$ 151.97	\$ 90.45	Total
Waterway Permit Applications			\$4,283.74
401 Water Quality Certification/404 RGP notification and QA/QC	2	44	\$ 4,283.74
Project Total			\$4,283.74

Metric - 2018 - Municipal @ 10% eff 050118

Use \$4,284.00



Fixed Unit Price Per Parcel **\$1,000**
Right of Way Exhibit and Legal Description Development

Client: Shrewsberry
Project: Westfield ISD
Des No.: TBD
Date: 2/21/2018

Prepared by: RJK
Checked by: CLC
Pending: 160014

Right of Way Engineering	
Right of Way Parcel Exhibit and Legal Description = \$1000 per parcel plat	
Right of Way Plan Sheet Review and Mark up Submission – \$300 per parcel sheet (INDOT compliant) N/A	
Right of Way Parcel LRS Entry – \$150 per parcel (INDOT compliant) N/A	
Right of Way Plan Staking– \$600 per parcel (INDOT compliant) N/A	
Title Search – \$370 per parcel* (INDOT compliant) N/A	
Scope - Deliverables (INDOT Right of Way)	
Right of Way Engineering: (Etica Group will provide the following): An exhibit showing proposed area to be identified by the Governmental Entity. Provide the client with a legal description describing the proposed area to be acquired. Coordination with the client/ERMS Submission. This task is based on a one time submission. Right of Way Plans: Etica Group will provide the client reviewed preliminary right of way plan sheet comments. This fee is based on a "one time" submittal. If the design is modified or revised after the submission, then this fee will be modified. This fee is based on the client providing the electronic plan sheets for Etica's Review and Confirmation. (This is NOT include Etica Group creating and providing full right of way plans). Comments will be provided for approval to the client and Governmental Entity for review. Land Record System Submittal: Etica Group will provide the electronic submittal into the LRS (State or LPA). This fee is based on a one time submission. If the design is modified or revised after the submission, then this fee will be modified. The client will be responsible assigning or providing approval as a subconsultant (Etica) to LRS prior to submission requests. Staking Right of way: Staking parcels for proposed acquisition per INDOT Standards. This fee is based on a minimum staking of 4 parcels per trip. If less parcels are staked per trip, this fee will be revised. Title & Encumbrance Report Perform a 20 year search for the subject tract compliant with INDOT Standards. The amount of copies and related online expenses are undefinable and will be reimbursable at cost.*	
Schedule	
The schedule will be determined after the Notice to Proceed (NTP) is granted. No additional field work is assumed to be needed for the preparation of the exhibits.	



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

OWNER ☐
CONSULTANT ☒
OTHER ☐

AMENDMENT CHANGE ORDER

PROJECT:

Kinsey Ave Culvert Replacement

AMENDMENT NUMBER: 1

DATE: 09/14/2018

CLIENT: City of Westfield

CONSULTANT'S PROJECT NO. 15-0298

CONTRACT DATE: 12/14/2016

CONTRACT FOR: Des No. 1600640

The Contract is changed as follows: See attached Appendix "A-1"

Not valid until signed by Client and Consultant

The original Contract Sum was..... \$ 56,213.00
Net change by previously authorized Change Orders.....\$ 0.00
The Contract Sum prior to this Change Order was\$ 56,213.00
The Contract Sum will be increased/decreased
by this Change Order in the amount of\$ 15,000.00
The new Contract Sum including this Change Order will be..... \$ 71,213.00

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

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

SHREWSBERRY & ASSOCIATES, LLC**CONSULTANT**

7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

Address

By _____

Title

Date ____/____/____

CLIENT**Address**

By _____

Title

Date ____/____/____



Kinsey Avenue Culvert Replacement (Task 1)

Des No. 1600640

Change Order #1

Appendix “A-1”

The scope of work is described below:

The CONSULTANT shall be responsible for performing the following services:

- 1) Perform utility coordination in general accordance with 105 IAC 13 and Indiana Design Manual (IDM) Chapter 104 Utility Coordination, consisting of:
 - A. Verification of Existing Utilities Phase
 - B. Conflict Analysis Phase
 - C. Work Plan Request Phase
 - D. Work Plan Review
 - E. Work Plan Approval and Certifications
- 2) Coordinate with LPA and LPA’s Consultant for preparation of the Geotechnical Report.
- 3) Prepare a final pavement design report using the LPA’s standard typical pavement section, in accordance with INDOT Design Memorandum No. 18-01.

Assumptions:

- Project will use LPA’s standard typical pavement section.

Exclusions:

- Pavement design or analysis



Kinsey Avenue Culvert Replacement
Des No 1600640
Contract Amendment #1

Task Description	Estimated Hours and Category Rates				Total
	Project Engineer 5	Project Engineer 4	Project Engineer 1	Designer 3	
	\$ 230.06	\$ 176.21	\$ 102.17	\$ 116.68	
ADDITIONAL DESIGN RELATED SERVICES					
Utility Coordination - Verification of Existing Utilities Phase	1	4		8	\$ 1,868.34
Utility Coordination - Conflict Analysis Phase	1	4			\$ 934.90
Utility Coordination - Work Plan Request Phase	2	8		8	\$ 2,803.24
Utility Coordination - Work Plan Review	2	16			\$ 3,279.48
Utility Coordination - Work Plan Approval and Certification	2	16			\$ 3,279.48
Geotechnical Report Coordination	1	4			\$ 934.90
Pavement Design Request	2	8			\$ 1,869.80
Task 1 Subtotal =	11	60	0	16	\$ 14,970.14
TOTAL					\$ 14,970.14
TOTAL (ROUNDED)					\$ 15,000.00



31 August 2018

Mr. Phil Sundling
City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, Indiana 46074

**RE: Engineering Design and Consulting Services – Change Order #1
Westfield Park Road Bridge at Grassy Branch Bridge Replacement**

Dear Mr. Sundling:

Williams Creek Consulting, a V3 company (WCC) appreciates the opportunity to provide this Change Order #1 to the City of Westfield (CLIENT) for **Engineering Design and Consulting Services** for the Westfield Park Road Culvert Replacement (PROJECT) located in Westfield, Indiana.

PROJECT GOALS AND UNDERSTANDING

The section of Grassy Branch through Westfield is currently undergoing significant design and planned construction activity and coordination with the Indiana Department of Natural Resources (IDNR) Division of Water has resulted in multiple unexpected modifications to the regulatory model. WCC continues to work closely through these changes to assist in obtaining final approval from the IDNR as required. Change Order #1 addresses the additional unanticipated effort to Phase T01 as described below.

PHASE T01: Hydraulic Analysis

WCC has received multiple HEC-RAS models from the IDNR reflecting in-progress revisions associated with other modeling efforts along Grassy Branch. While the original model provided by the CLIENT and IDNR was a single HEC-RAS model in which WCC had completed existing and proposed updates for the revisions to the Westfield Park Road Crossing, currently the IDNR has requested that WCC combine two separate, updated models and reanalyze the effects of this project. Change Order #1 reflects the work associated with revisions to the required modeling that were beyond the CLIENT's or WCC's control due to continued activity along Grassy Branch. This change order includes the additional hydrologic and hydraulic modeling and coordination necessary to provide the IDNR the documentation necessary for construction in a floodway approval.



COMPENSATION

PHASE	BASIC SERVICES	Original Contract	Change Order #1	Total Fee	Fee Type
VP03.1	Survey Services	\$3,800.00		\$3,800.00	Lump Sum
S09	Geotechnical Analysis	\$5,000.00		\$5,000.00	Lump Sum
T01	Hydraulic Analysis	\$4,200.00	\$5,800.00	\$10,000.00	Lump Sum
W26	Natural Resource and Permitting Services	\$12,100.00		\$12,100.00	Lump Sum
T02	Design Services	\$22,600.00		\$22,600.00	Lump Sum
S06	Construction Services	\$7,300.00		\$7,300.00	Lump Sum

WCC appreciates the opportunity to be of continued service to the City of Westfield. If you have any questions or comments concerning the CHANGE ORDER, please contact me at your earliest convenience. If the terms are acceptable, please provide written authorization to proceed.

Best regards,

James O. Rinehart IV, P.E.
Design Group Leader

CLIENT

SIGNED: _____
PRINTED: _____
DATE: _____
P.O.# (if required): _____

CONSULTANT PRINCIPAL

SIGNED:
PRINTED: Neil B. Myers
DATE: 8/31/18

PROJECT LEAD

SIGNED:
PRINTED: James O. Rinehart IV
DATE: 8/31/18

****Please note: WCC Scope of Services Contract Amendment #2 is an extension of the Services Agreement between WCC and CLIENT and maintains in force all related terms and conditions associated with the agreement dated 21 February 2018.**



September 26, 2018

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:

- JKEs, Inc. d/b/a Smith Projects, Oak Ridge Shoppes, Bond & Rider, #INC60892, \$202,473.70, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, 175th Street, Phase 1, 175th & Oakridge Point, Bond & Rider #INC60894, \$351,639.20, Streets & Curbs, Storm Sewer, Sidewalk, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Community First Bank of Indiana, Bond & Rider #INC60893, \$256,108.60, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, IMMI Conference Center, Bond #INC60895, \$57,836.90, Storm Sewer & Erosion Control
- Clancy's Inc., Grindstone Charley's, Bond #B1231639, \$81,058.00, Storm, Trail, & Erosion Control

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:

- Beazer Homes Indiana, Keeneland Park, Section 5, Bond #60105895, \$18,943.00, Erosion Control
- Beazer Homes Indiana, Keeneland Park, Section 7, Bond #SU1134557, \$825.00, Common Area Sidewalks
- Beazer Homes Indiana, Keeneland Park, Section 7, Bond #SU1134556, \$43,607.30, Erosion Control
- S&B Construction, Northview Church, Bond #4475487, \$105,422.90, Streets & Curbs
- S&B Construction, Northview Church, Bond #4475489, \$63,895.70, Erosion Control

- S&B Construction, Northview Church, Bond #4475488, \$178,873.20, Storm Sewer
- Crider & Crider, Grand Park Indoor Sports Arena, Bond #7643021, \$103,014.00, Storm Sewer
- GLR, Inc., CVS Pharmacy Harmony, Bond #B1234231, \$174,548.00, Streets/Curbs, Storm Sewer, Sidewalk & Erosion Control
- Pulte Homes, Viking Meadows, Blue Grass, Section 2, Bond #CMS268550, \$44,287.93, Concrete Walks Installation
- Pulte Homes, Viking Meadows, Blue Grass, Section 2, Bond #CMS268552, \$187,166.00, Storm Sewers Installation
- Pulte Homes, Viking Meadows, Meadowlands Section 4, Bond #CMS268557, \$34,950.30, Public Walks Installation
- Pulte Homes, Viking Meadows, Meadowlands Section 4, Bond #CMS268559, \$57,516.75, Storm Infrastructure Installation
- Pulte Homes, Viking Meadows Enclave, Section 2, Bond #SUR0034633, \$7,893.00, Signage
- Pulte Homes, Viking Meadows, Two Gaits, Section 2, Bond #268002098, \$26,579.85, Public Walks
- Pulte Homes, Viking Meadows, Two Gaits, Section 2, Bond #268002100, \$78,172.60, Storm Infrastructure
- Pulte Homes, Viking Meadows, Two Gaits, Section 2, Bond #268002103, \$33,863.23, 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:

- Beazer Homes Indiana, Keeneland Park, Section 5, Bond #SNN4011125, \$371.70, Lime Stabilization
- E&B Paving, Inc., Keeneland Park, Section 5, Bond #30049384, \$6,096.90, Onsite stone, asphalt binder, & asphalt surface
- Beazer Homes Indiana, Keeneland Park, Section 5, Bond #SNN4011124, \$1,720.30, Curbs
- United Infrastructure, LLC, Keeneland Park, Section 5, Bond #9840927, \$6,606.00, Storm
- S&B Construction, Northview Church, Bond & Rider #30049760, \$25,372.20, Streets, Curbs, Storm Sewer, & Erosion Control
- Crider & Crider, Grand Park Indoor Sports Arena, Bond #MNT 7643021, \$10,011.50, Storm Sewer
- GLR, Inc., CVS Pharmacy Harmony, Bond #B1234231, \$17,450.00, Streets/Curbs, Storm Sewer, Sidewalk & Erosion Control

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:

- Crider & Crider, Inc., Mill Street, Road Reconstruction/Regional Detention Phase 1, Bond #MNT7648854, \$14,000.00

Letters of Credit

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

- Pedcor, Oak Park 2, Performance Letter of Credit #2018-021, \$293,151.26, Streets & Curbs
- Pedcor, Oak Park 2, Performance Letter of Credit #2018-020, \$13,585.00, Sidewalks
- Pedcor, Oak Park 2, Maintenance Letter of Credit #2018-019, \$887.80, Trail

Cash In Lieu of Bond

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

- None

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2018

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a) Events by Nature/Calls for Service	1
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c) Calls by Hour of Day	3
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f) Arrests & Traffic	6
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h) Traffic Stops by Hour of Day	8
i) Traffic Stops by Monty Chart	9
2. Community Events	10
3. Training	11

Westfield Police Department

August 2018

Events by Nature

911 Hang Up	15
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run	13
Accident - Other	2
Accident - Property Damage	71
Accident - Personal Injury	9
Accident - Sinking Vehicle	1
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	2
Alarm - Burglar	168
Alarm - Hold Up	13
Animal Bite / Attack	8
Animal Complaint	43
Assist Fire	35
Assist Other Department	17
Assist Public	30
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	7
Carjacking	0
Case Follow Up	132
Child Seat Inspection	0
Civil Dispute	30
Criminal Mischief	13
Damage to Property	0
Death Investigation	0
Directed Patrol	5
Disturbance	24
Driving Complaint	61
Drug Complaint	5
Escort	0
Fight	0
Firearms Shots Fired	0
Found / Lost Property	15
Found Person	1
Fraud Prescription	0
Fraud / Deception	20
Harassment	26
Intoxicated Person	8
Investigation	16

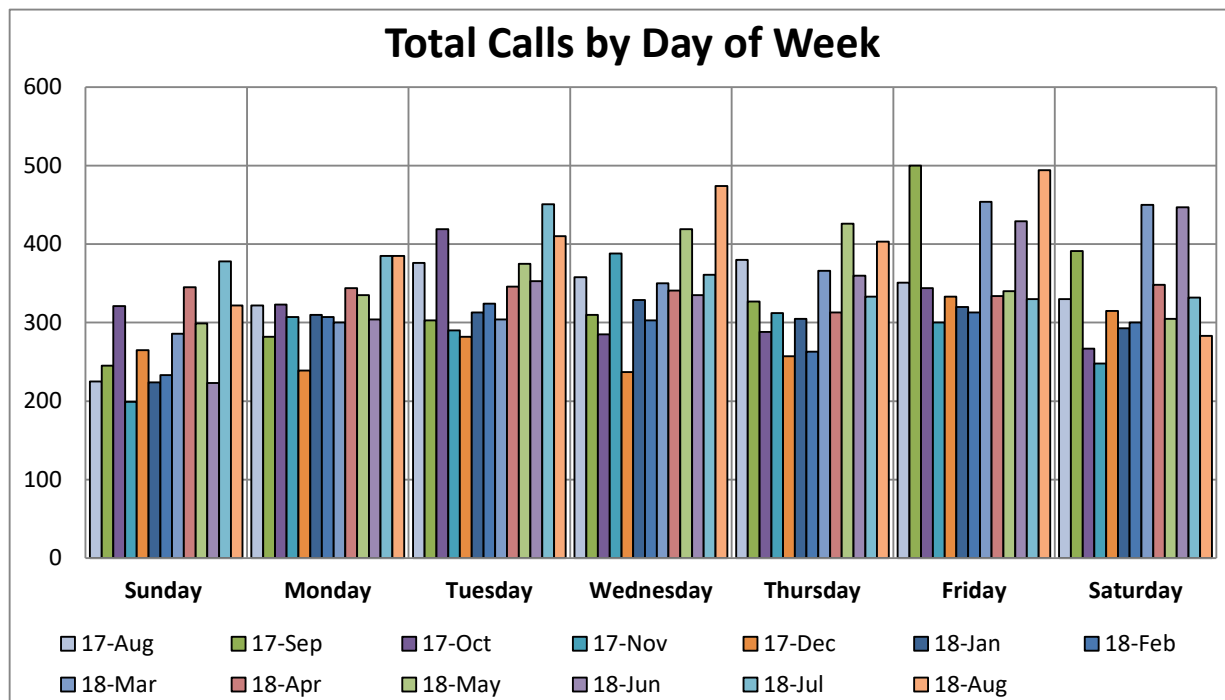
Juvenile Complaint	11
K9 Detail	1
Kidnapping	0
Lock Out	51
Loud Party	2
Mental Emotional - Violent	1
Mental Person	6
Miscellaneous	19
Missing Person	6
Missing Person - PLS	0
New Call	1
Nuisance	8
Ordinance Misc.	16
Parking Complaint	23
Physical Disturbance	12
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	0
School Patrol	244
Security Check	4
Sex Offense	7
Shooting	0
Special Detail	3
Stabbing	0
Suicide	1
Suspicious Activity	103
Suspicious Package	0
Test	0
Theft	41
Theft - From a Vehicle	6
Theft - of a Vehicle	4
Threat to Life	0
Threatening Suicide	7
Tow Release	0
Traffic Hazard	77
Transport	1
Trespassing	15
Traffic Stop	1168
Unknown Call for Police	1
VIN Check	40
Wanted	4
Warrant Service	22
Weapons Complaint	1
Welfare Check	55
	2771

Westfield Police Department

August 2018

Total # of Calls by Day of Week

DAY	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
Sunday	225	245	321	199	265	224	233	286	345	299	223	378	322
Monday	322	282	323	307	239	310	307	300	344	335	304	385	385
Tuesday	376	303	419	290	282	313	324	304	346	375	353	451	410
Wednesday	358	310	285	388	237	329	303	350	341	419	335	361	474
Thursday	380	327	288	312	257	305	263	366	313	426	360	333	403
Friday	351	500	344	300	333	320	313	454	334	340	429	330	494
Saturday	330	391	267	248	315	293	300	450	348	305	447	332	283
TOTAL	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499	2451	2570	2771



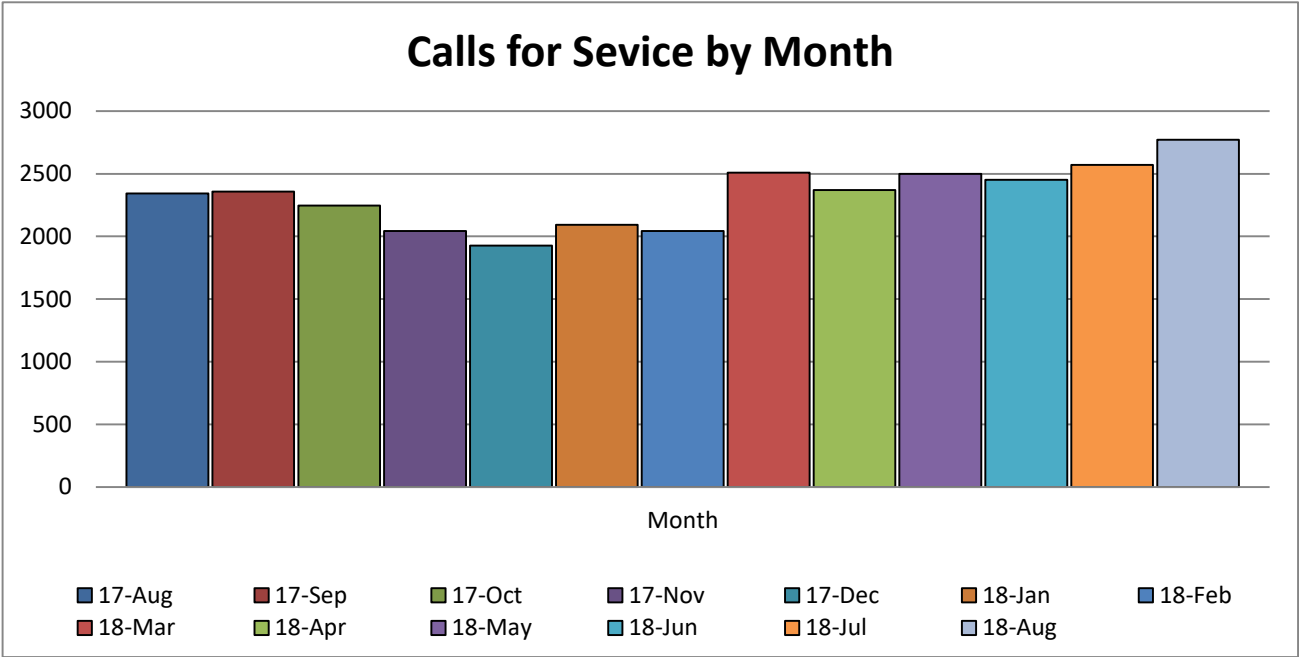
Westfield Police Department

August 2018

Total # of Calls by Hour of Day

HOUR	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
0	101	100	93	74	77	66	73	82	99	90	96	105	78
1	49	69	53	46	44	51	46	62	53	62	78	64	47
2	34	49	40	33	35	37	34	38	56	55	43	50	31
3	25	34	35	17	27	34	23	27	34	30	30	27	21
4	27	25	31	13	18	27	12	11	20	13	29	31	17
5	22	18	16	20	20	24	30	13	20	18	20	32	17
6	54	35	35	38	41	52	50	66	65	64	67	65	46
7	97	110	102	79	77	76	58	99	119	111	128	118	95
8	119	133	149	140	95	72	72	113	106	125	101	123	216
9	93	111	132	116	98	105	106	132	105	142	133	152	180
10	132	169	172	181	123	121	155	157	118	158	158	172	206
11	99	104	123	126	102	93	94	114	118	135	101	129	157
12	132	106	105	134	104	81	74	124	131	99	117	108	127
13	161	145	130	92	102	125	125	159	115	126	140	134	196
14	152	131	140	114	119	135	144	159	133	135	155	142	219
15	122	142	125	125	117	96	122	136	150	139	131	134	189
16	111	127	95	83	84	105	74	130	111	118	122	113	129
17	111	96	81	70	103	106	84	112	124	101	116	111	108
18	123	114	112	126	107	179	143	182	155	168	142	142	164
19	112	121	108	90	122	160	156	186	146	175	120	132	157
20	87	85	79	62	83	71	79	93	89	92	80	79	88
21	105	82	75	62	54	82	69	82	66	93	106	110	89
22	145	123	109	102	87	111	105	122	118	127	132	141	102
23	129	129	107	101	89	85	115	111	120	123	106	156	92
TOTAL	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499	2451	2570	2771

Westfield Police Department
August 2018



Westfield Police Department

August 2018

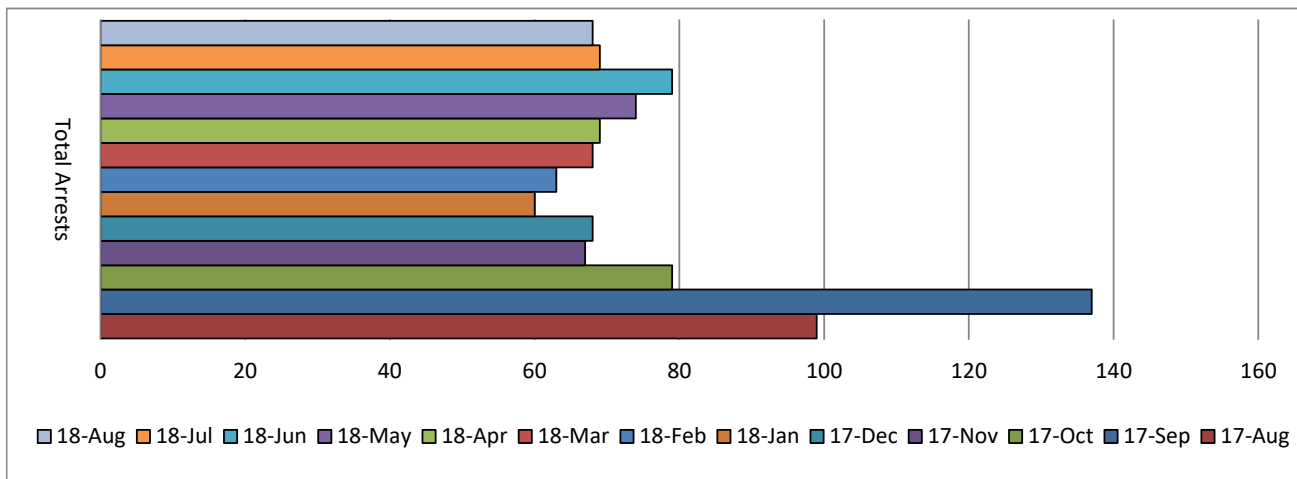
UCR OFFENSES

OFFENSE	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
Arson	0	0	0	0	0	0	1	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	-1	0	0	0	0	1	0	0	1	0	0
Robbery	0	2	1	-1	1	0	1	0	0	0	0	1	0
Battery - Aggravated	0	0	0	1	1	0	1	2	0	0	0	0	0
Battery - Simple	11	15	12	19	14	11	21	11	16	24	11	10	16
Burglary	1	3	0	2	5	1	4	4	4	0	1	1	3
Theft	41	24	17	29	30	26	31	28	24	32	29	51	32
Motor Vehicle Theft	3	0	1	2	0	1	1	0	0	0	2	2	1
TOTAL	56	45	30	52	51	39	60	46	44	56	44	65	52

Westfield Police Department

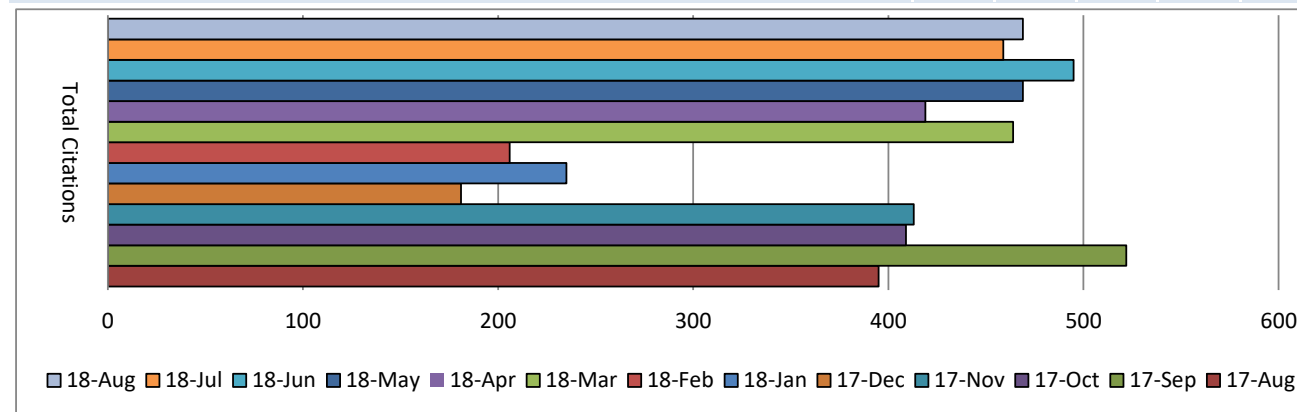
August 2018

Arrest Reports Taken	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
Alcohol/ Drug Related	23	26	16	13	13	15	17	8	19	16	26	24	14
Felony Charges	13	16	7	20	18	5	14	3	10	5	21	8	7
Misdemeanor Charges	86	131	82	58	77	69	69	80	92	78	114	113	109
Total Arrests	99	137	79	67	68	60	63	68	69	74	79	69	68



Traffic	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
Total Citations	395	522	409	413	181	235	206	464	419	469	495	459	469
Total Written Warning	1125	1113	1084	989	782	1036	1107	1307	1141	1105	1100	1158	1127
Total Traffic Accidents	61	58	49	49	77	54	44	55	60	80	47	71	66
Property Damage	48	51	44	45	68	48	40	46	53	73	40	67	57
Personal Injury	9	7	5	4	9	6	4	9	6	7	7	4	9
Fatality	0	0	0	0	0	0	0	0	1	0	0	0	0
Hit and Run*	4	5	6	2	3	7	3	1	6	2	6	6	6

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

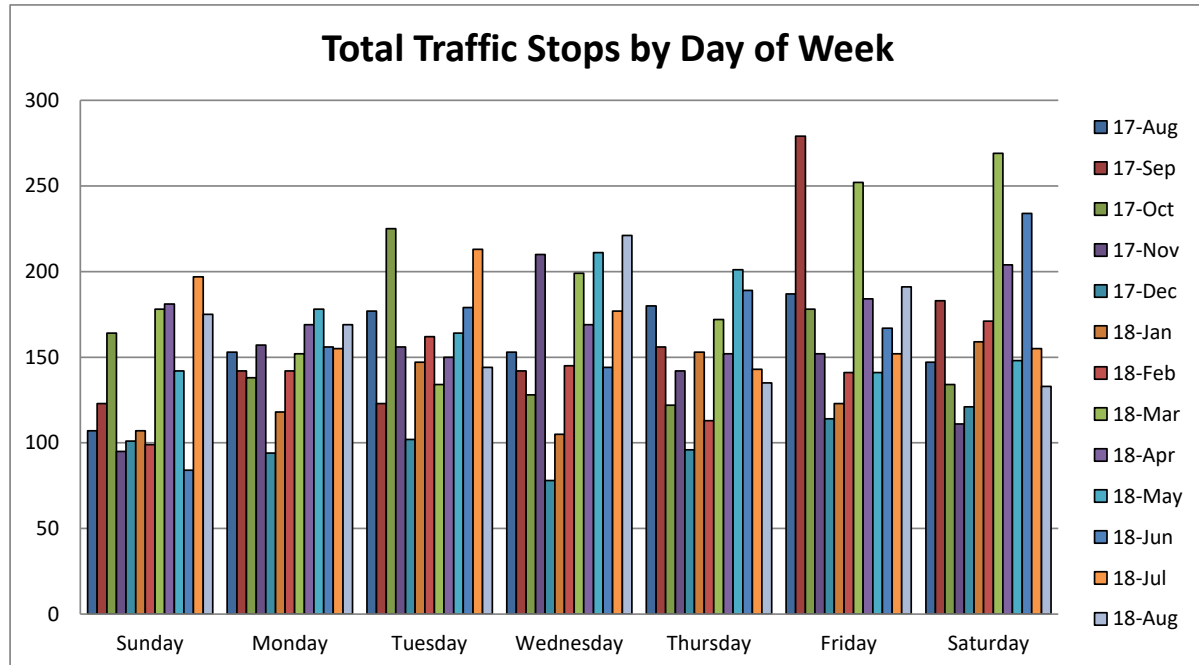


Westfield Police Department

August 2018

Traffic Stops by Day of Week

Day:	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
Sunday	107	123	164	95	101	107	99	178	181	142	84	197	175
Monday	153	142	138	157	94	118	142	152	169	178	156	155	169
Tuesday	177	123	225	156	102	147	162	134	150	164	179	213	144
Wednesday	153	142	128	210	78	105	145	199	169	211	144	177	221
Thursday	180	156	122	142	96	153	113	172	152	201	189	143	135
Friday	187	279	178	152	114	123	141	252	184	141	167	152	191
Saturday	147	183	134	111	121	159	171	269	204	148	234	155	133
TOTAL	1104	1148	1089	1023	706	912	973	1356	1209	1185	1153	1192	1168



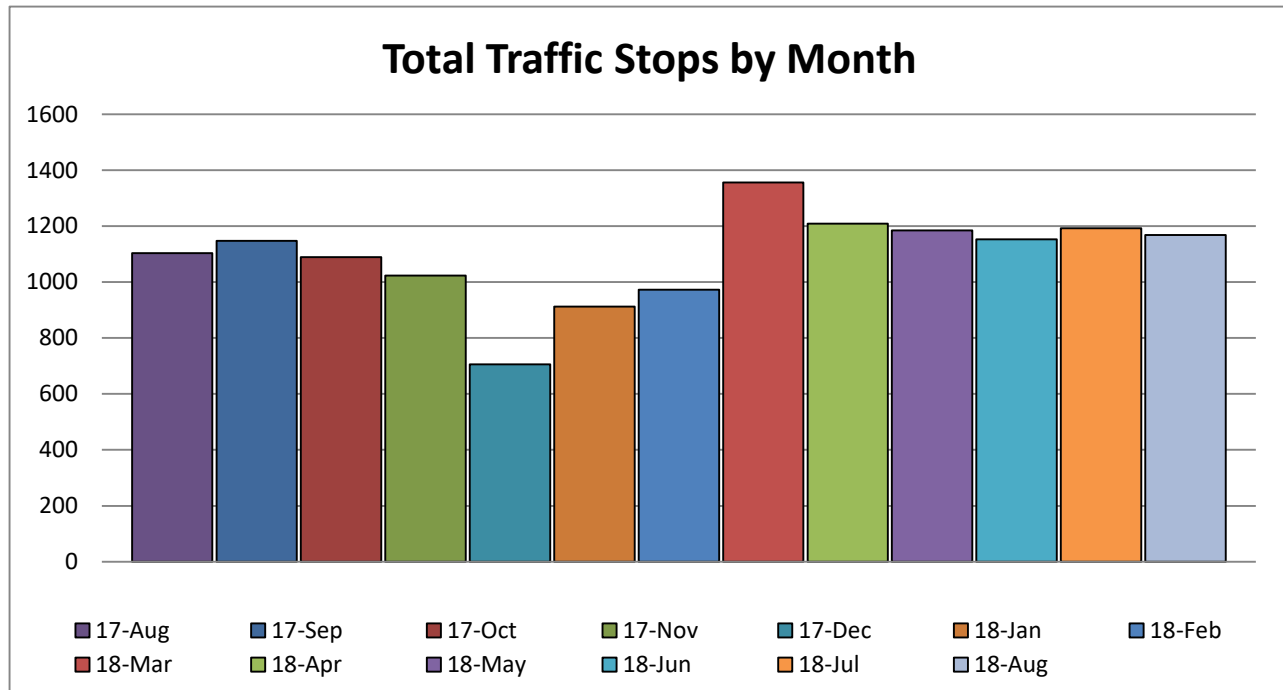
Westfield Police Department

August 2018

Traffic Stops by Hour of the Day

Hour:	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug
0	67	71	60	50	47	40	44	59	69	59	63	62	41
1	31	47	30	28	20	24	31	44	36	36	41	35	22
2	15	30	21	21	19	18	23	31	44	35	28	27	10
3	11	16	21	7	11	11	13	12	25	14	15	10	6
4	6	8	13	7	6	9	7	4	7	4	8	12	4
5	6	3	2	5	3	9	13	7	7	7	10	18	4
6	28	17	19	23	19	32	31	42	53	42	44	46	21
7	63	67	72	64	47	34	22	58	86	77	98	67	53
8	69	79	93	84	55	34	25	62	49	57	51	64	97
9	54	53	66	69	21	46	52	67	47	76	74	87	86
10	65	92	85	100	54	58	62	94	71	80	82	104	78
11	35	45	57	67	28	35	34	57	41	51	28	52	68
12	48	45	37	55	25	19	23	43	43	29	32	31	42
13	86	66	59	34	37	44	53	78	62	49	61	41	64
14	77	68	59	59	52	40	69	94	55	60	78	64	106
15	40	59	56	57	30	33	41	73	60	51	62	47	84
16	51	48	26	24	13	18	24	48	37	35	64	50	46
17	31	17	19	18	8	20	13	20	31	18	38	29	23
18	49	49	38	45	41	115	77	109	88	94	58	54	72
19	43	56	58	32	40	99	97	124	74	94	51	51	86
20	29	26	34	17	22	20	32	39	34	28	14	24	18
21	44	26	28	24	13	41	31	35	22	29	30	40	24
22	83	78	63	59	42	51	73	85	80	79	61	73	57
23	73	82	73	74	53	62	83	71	88	81	62	104	56
TOTAL	1104	1148	1089	1023	706	912	973	1356	1209	1185	1153	1192	1168

Westfield Police Department
August 2018



Westfield Police Department
August 2018
Community Events

8/6/2018	Back to School Night - Officer Larrison

Westfield Police Department

August 2018

Training

8/2/2018	Monthly K9
8/9/2018	Montly ESU
8/20-24/18	Investigation of Motorcycle Crashes
8/20-24/18	K9 Olympics / Recertification
8/30-31/18	Pepperball Instructor Course
8/30/2018	Taser Instructor Recertification

PROJECT	DESIGNATION
1500431	1500431
CONTRACT	
R-38413	

ADDITIONAL RIGHT OF WAY
REQUIRED FOR THIS PROJECT

APPROVED BY

JEREMY LOLLAR PUBLIC WORKS DIRECTOR

MICHAEL PEARCE, PE PROJECT ENGINEER & ERC

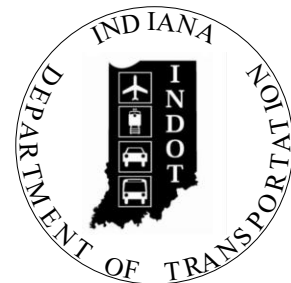
BOARD OF PUBLIC WORKS & SAFETY

ANDY COOK MAYOR

RANDY GRAHAM BOARD MEMBER

KATE SNEDEKER BOARD MEMBER

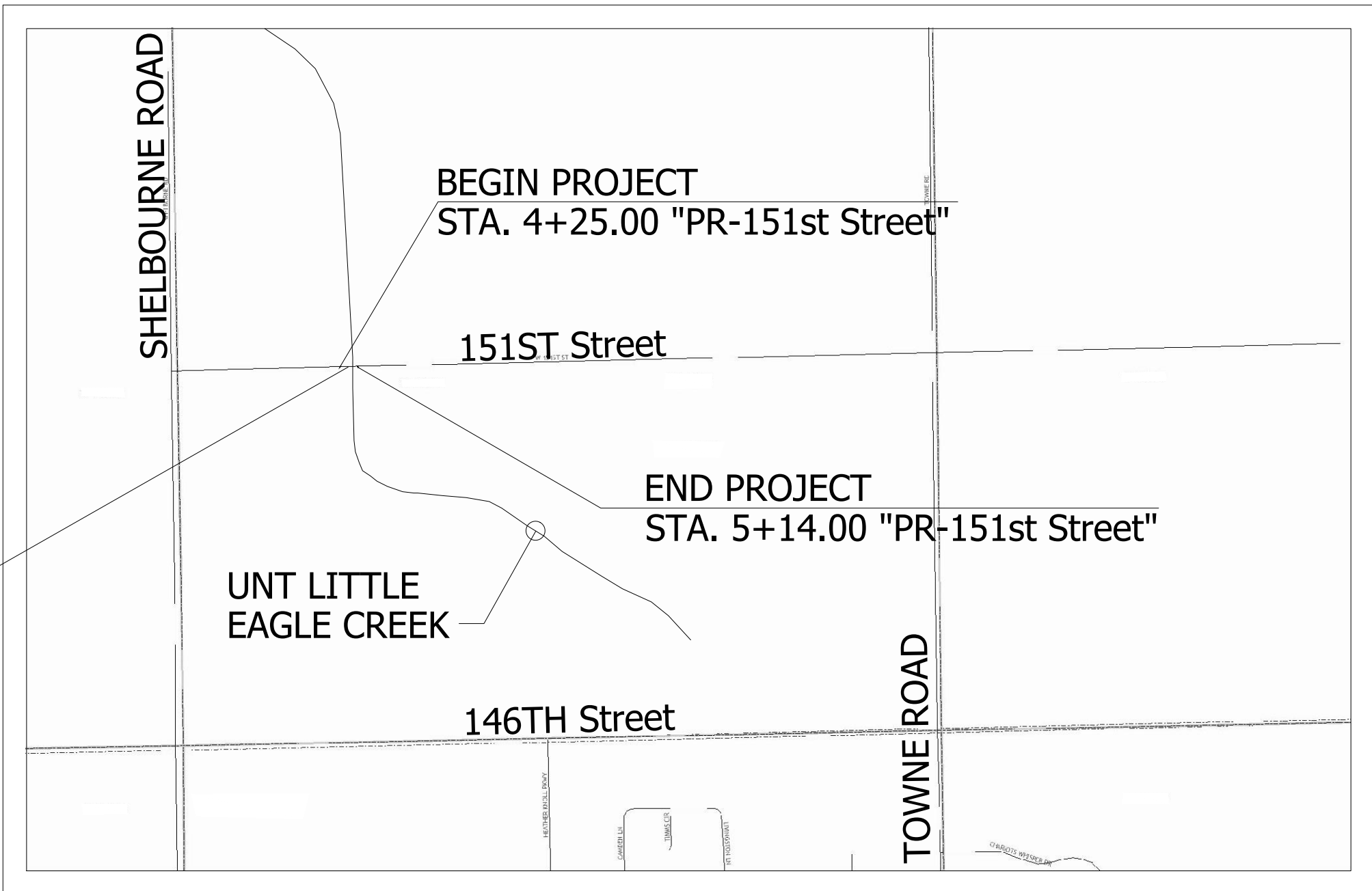
INDIANA DEPARTMENT
OF TRANSPORTATION



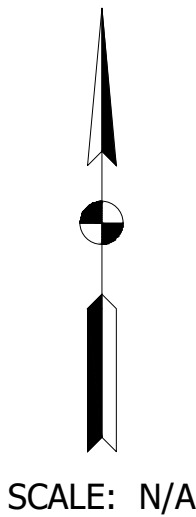
ROAD PLANS
PROJECT NO. 1500431 CONST.

CULVERT REPLACEMENT & SAFETY IMPROVEMENT ON 151ST STREET,
LOCATED 0.26 MILES EAST OF SHELBOURNE ROAD
IN SECTION 17, T-18-N, R-3-E, WASHINGTON TOWNSHIP, CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

SMALL STRUCTURE REPLACEMENT
STA. 4+74.30 "PR-151ST STREET"
PRECAST REINFORCED CONCRETE
THREE-SIDED STRUCTURE
10' SPAN x 4' RISE, 2° SKEW ON 151ST
STREET OVER UNT LITTLE EAGLE CREEK



LOCATION MAP
CITY OF WESTFIELD, HAMILTON COUNTY

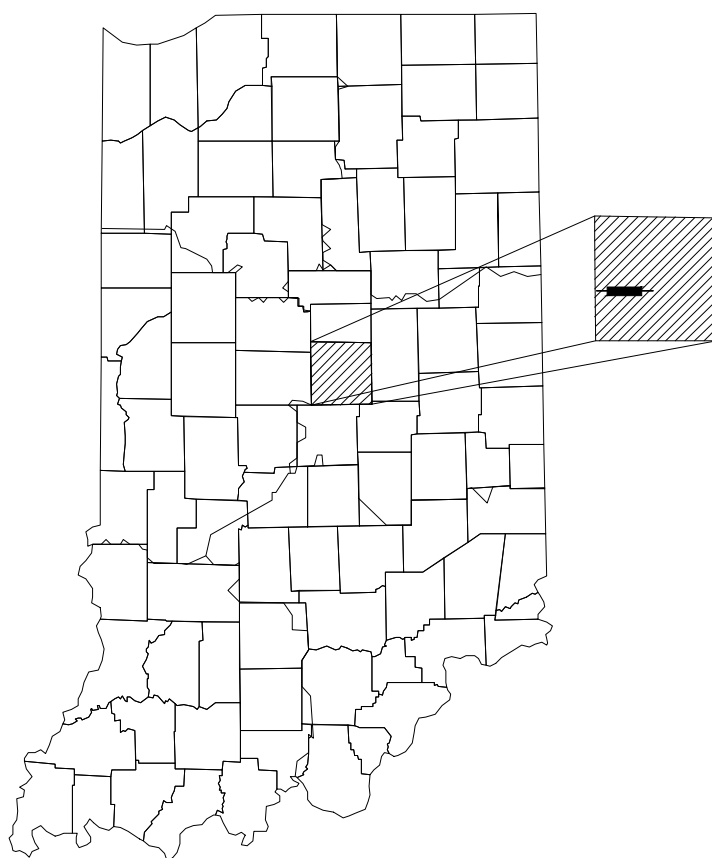


TRAFFIC DATA

A.A.D.T.	(2018)	150	V.P.D.
A.A.D.T.	(2038)	210	V.P.D.
D.H.V	(2038)	20	V.P.H.
DIRECTIONAL DISTRIBUTION		50	%
TRUCKS		5.3	% A.A.D.T.
		4.3	% D.H.V.

DESIGN DATA

DESIGN SPEED	35 M.P.H.
PROJECT DESIGN CRITERIA	3R NON-FREEWAY
FUNCTIONAL CLASSIFICATION	LOCAL ROAD (INDOT) / LOCAL AGENCY COLLECTOR (WESTFIELD)
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



PROJECT LOCATION SHOWN BY

LATITUDE: 40° 00' 22" LONGITUDE: -86° 13' 00"

GROSS LENGTH:	0.02	MI.
NET LENGTH:	0.02	MI.
MAX. GRADE:	1.03%	%



INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2018
TO BE USED WITH THESE PLANS

PLANS PREPARED BY: SHREWSBERRY & ASSOCIATES, LLC 317-847-2499 PHONE NUMBER
CERTIFIED BY: 9/19/2018 DATE
APPROVED FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION DATE



	BRIDGE FILE
	N/A
	DESIGNATION
	1500431
SURVEY BOOK	SHEETS
	1 of 17
CONTRACT	PROJECT
R-38413	1500431

ROAD IMPACT FEE CREDIT AGREEMENT

This **ROAD IMPACT FEE CREDIT AGREEMENT** (this “Agreement”) is made and entered into as of the 26th day of September, 2018, by and between the **CITY OF WESTFIELD, INDIANA**, an incorporated municipality (the “City”) and **WILLIAM ERIC GROUP, LLC** (the “Developer”) as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, the City has adopted the Westfield-Washington Township Comprehensive Plan which provides for the future development and expansion of certain roadways within the City’s planning and zoning jurisdiction (the “Thoroughfare Plan”);

WHEREAS, the Developer is required to dedicate right-of-way and provide connectivity of streets with existing or planned streets with adjacent properties pursuant to the Westfield-Washington Township Unified Development Ordinance (the “Unified Development Ordinance”) and the Thoroughfare Plan; and,

WHEREAS, the Developer intends to develop the real estate generally located between Oak Ridge Road (to the east), and State Highway 32 (to the north) and the Midland Trace Trail (to the south), and more particularly identified in **Exhibit A** (the “Real Estate”) and depicted in **Exhibit B** (the “Concept Plan”); and,

WHEREAS, the Developer intends to develop the first phase of the Real Estate in accordance with the Development Plan, attached hereto as **Exhibit C** (the “Development Plan”), and the Secondary Plat recorded as Instrument No. 2018040638 in the Office of the Recorder of Hamilton County, Indiana, attached hereto as **Exhibit D** (the “Secondary Plat”) (collectively, “Oak Ridge Pointe, Section 2” or “Section 2”); and,

WHEREAS, as part of the development of the Real Estate, the City requires the Developer to construct and dedicate to the City an access road in accordance with Article 5.3(F) of the Unified Development Ordinance (“175th Street”);

WHEREAS, the Developer has provided phased plans to the City for the construction of 175th Street through the Real Estate, and the first phase of 175th Street is generally depicted in the Infrastructure Exhibit, attached hereto as **Exhibit E** (the “Infrastructure”); and,

WHEREAS, as part of the development of the Real Estate, road impact fees are assessed and required to be paid to the City in accordance with City Ordinance 17-43 (the “Road Impact Fees”); and,

WHEREAS, the City has assessed road impact fees to be paid to the City for the development of Lot 1 and Lot 2 within Oak Ridge Pointe, Section 2, which total \$186,325.00, as attached hereto as **Exhibit F** (the “Road Impact Fee Assessments”); and,

WHEREAS, in accordance with Indiana Code § 36-7-4-1335 et. seq., the City has agreed to road impact fees or disbursements (“RIF Amounts”) in exchange for the Developer constructing 175th Street; and,

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1) Design and Construction of Infrastructure.

- a) Developer shall, at its sole expense, design and construct the Infrastructure, as graphically depicted in the Development Plan and Infrastructure Exhibit. Developer has provided construction plans for the Infrastructure to the City for review and approval. Construction of the Infrastructure shall be subject to any applicable permits, financial guarantees and inspections by the City.
- b) Developer dedicated the right-of-way for the Infrastructure (the “Right-of-Way”) at the time the Secondary Plat was recorded, and the Developer incurred the costs of preparing and recording the Secondary Plat.

2) Road Impact Fee Credits.

- a) Developer has prepared and submitted an estimated cost and value for the Infrastructure, attached hereto as **Exhibit G** (the “Cost of Infrastructure”).
- b) In consideration for the dedication and construction of the Infrastructure, the City agrees to issue a road impact fee credit or disbursements to Developer in the amount of the Cost of Infrastructure (the “RIF Credit”).
- c) The RIF Credit may be used and applied by Developer or its assignees as a credit against road impact fees payable to the City in connection with the construction of buildings on the Real Estate. It is expected the Road Impact Fee Assessments (Lot 1 and Lot 2) will be less than the amount necessary to credit or reimburse Developer for the Cost of the Infrastructure. The parties acknowledge and agree that any improvement location permits issued prior to the full execution of this Agreement were issued in contemplation of this Agreement; and, as such, the City shall not charge the Developer a road impact fee for any anticipated permits to be issued to the Developer and shall reimburse or disburse the Developer for road impact fees otherwise paid with the issuance of an improvement location permit for a building on the Real Estate.

3) Future Phase(s). The parties acknowledge and agree that this Agreement was executed in contemplation of subsequent road impact fee credit agreement(s) and potential agreement for the allocation of tax increment generated by the Real Estate for the construction of future phase(s) of 175th Street.

- 4) Conditions Precedent to Obligations. The obligations of City and Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the secondary plat(s) and construction plans of Oak Ridge Pointe, Section 2, by the Developer, or its successors and assigns and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.
- 5) Authority. Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.
- 6) Remedies. In the event of either the City's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys' fees. The parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should the City file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.
- 7) Notices. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City:

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

With a copy to:

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

If to Developer:

William Eric Group, LLC
Attn: Travis May
238 N Main Street
Maxwell, Indiana 46154

With a copy to:

City of Westfield, Hamilton County, Indiana (“City”)

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Kate Snedeker, Member

Board of Public Works and Safety

Date: _____

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above parties, 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 _____, 2018.

Printed Name of Notary Public _____

My Commission Expires _____

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

William Eric Group LLC (“Developer”)

By: _____
Travis May, its Managing Member

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 _____, 2018.

Printed Name of Notary Public _____

My Commission Expires _____

This instrument was prepared by: Brian J. Zaiger, Esq. , Krieg Devault, LLP , (317) 238-6266.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Brian J. Zaiger.

EXHIBIT A
REAL ESTATE

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

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST; THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS EAST (BASIS OF BEARINGS) ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 874.95 FEET TO A NORTHEAST CORNER OF THE LAND OF WESTFIELD PUBLIC SAFETY BUILDING CORPORATION AS DESCRIBED IN A WARRANTY DEED, RECORDED AS INSTRUMENT NUMBER 2000-021623, ON FILE IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ON AND ALONG THE PERIMETER OF THE LAND OF SAID WESTFIELD PUBLIC SAFETY BUILDING CORPORATION BY THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89 DEGREES 12 MINUTES 37 SECONDS WEST 200.00 FEET; THENCE 2) NORTH 61 DEGREES 09 MINUTES 23 SECONDS WEST 151.65 FEET; THENCE 3) SOUTH 89 DEGREES 12 MINUTES 37 SECONDS WEST 494.50 FEET; THENCE 4) NORTH 00 DEGREES 24 MINUTES 13 SECONDS WEST 806.36 FEET TO A NORTHWEST CORNER OF THE LAND OF SAID WESTFIELD PUBLIC SAFETY BUILDING CORPORATION AND A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 14 SECONDS EAST ON AND ALONG SAID NORTH LINE 827.77 FEET TO THE POINT OF BEGINNING, CONTAINING 15.720 ACRES, MORE OR LESS.

EXCEPTING THEREFROM ALL THAT PART THEREOF, CONVEYED TO THE STATE OF INDIANA AS PARCEL 13A IN INSTRUMENT NUMBER 2007-061524, ON FILE IN THE OFFICE OF RECORDER OF HAMILTON COUNTY, INDIANA, AND DESCRIBED THEREIN AS FOLLOWS:

“A PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3* EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED EXHIBIT “B”, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 0 DEGREES 43 MINUTES 08 SECONDS WEST 400.29 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 89 DEGREES 16 MINUTES 52 SECONDS WEST 17.50 FEET TO THE POINT DESIGNATED 1050 ON SAID EXHIBIT “B” ON THE WEST BOUNDARY OF OAK RIDGE ROAD AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 89 DEGREES 16 MINUTES 52 SECONDS WEST 29.98 FEET TO THE POINT DESIGNATED 1049 ON SAID EXHIBIT “B”; THENCE NORTH 0 DEGREES 43 MINUTES 08 SECONDS EAST 250.00 FEET TO THE POINT DESIGNATED 1048 ON SAID EXHIBIT “B”; THENCE NORTH 10 DEGREES 35 MINUTES 28 SECONDS WEST 50.99 FEET TO THE POINT DESIGNATED 1047 ON SAID EXHIBIT “B”; THENCE NORTH 39 DEGREES 58 MINUTES 15 SECONDS WEST 61.33 FEET TO THE POINT DESIGNATED 1046 ON SAID EXHIBIT “B”; THENCE SOUTH 88 DEGREES 24 MINUTES 21 SECONDS WEST 117.30 FEET TO THE POINT DESIGNATED 1045 ON SAID EXHIBIT “B”; THENCE SOUTH 85 DEGREES 53 MINUTES 32 SECONDS WEST 502.88 FEET TO THE POINT DESIGNATED 1044 ON SAID EXHIBIT “B”; THENCE WESTERLY 30.53 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 10,100.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 89 DEGREES 52 MINUTES 35 SECONDS WEST AND A LENGTH OF 30.53 FEET TO THE POINT DESIGNATED 1015 ON SAID EXHIBIT “B”; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST 81.43 FEET TO THE WEST LINE OF THE GRANTOR'S LAND; THENCE NORTH 0 DEGREES 43 MINUTES 08 SECONDS EAST 67.01 FEET ALONG SAID WEST LINE TO THE SOUTH BOUNDARY OF S.R. 32; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST 656.27 FEET ALONG THE BOUNDARY OF SAID S.R. 32; THENCE SOUTH 89 DEGREES 50 MINUTES 43 SECONDS EAST 154.00 FEET ALONG SAID BOUNDARY TO THE WEST BOUNDARY OF SAID OAK RIDGE ROAD; THENCE SOUTH 0 DEGREES 43 MINUTES 08 SECONDS WEST 375.11 FEET ALONG THE BOUNDARY OF SAID OAK RIDGE ROAD TO THE POINT OF BEGINNING AND CONTAINING 1.145 ACRES, MORE OR LESS.

CONTAINING, AFTER SAID EXCEPTION, 14.575 ACRES, MORE OR LESS.

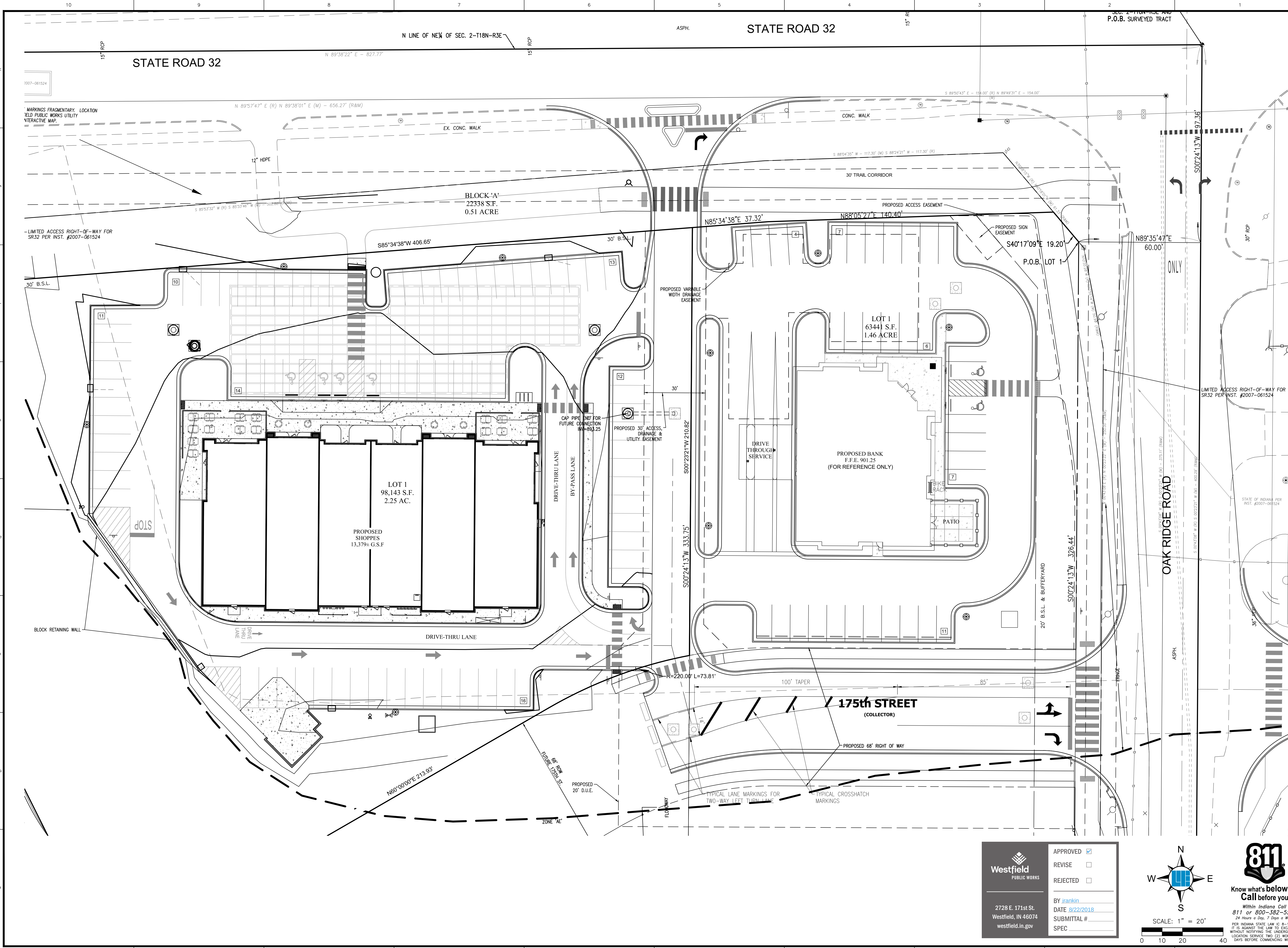
EXHIBIT B
CONCEPT PLAN



EXHIBIT C
DEVELOPMENT PLAN

[SEE FOLLOWING PAGE]

LOCATION: H:\2017\W170117\Engineering\Design\CONSET\STRIP CENTER W170199-C201 site.dwg
DATE/PLT: 07/25/2018
PLOTTER: gordond



2728 E. 171st St.
Westfield, IN 46074
westfield.in.gov

APPROVED ☒

REVISE ☐

REJECTED ☐

BY Franklin

DATE 8/22/2018

SUBMITTAL #

SPEC

SCALE: 1" = 20'

0 10 20 40

Know what's below.
Call before you dig.

Within Indiana Call
811 or 800-382-5544
24 Hours a Day, 7 Days a Week

PER INDIANA STATE LAW IC 8-1-26,
IT IS AGAINST THE LAW TO EXCAVATE
WITHOUT NOTIFYING THE UNDERGROUND
LOCATION SERVICE TWO (2) WORKING
DAYS BEFORE COMMENCING WORK.

PREPARED FOR:

OAK RIDGE SHOPPES

OAK RIDGE ROAD & STATE ROAD 32, WESTFIELD, IN 46074

TRAFFIC FLOW PLAN

Part of the SW¼ of Section 35, Township 19 North, Range 3 East, Warrington Township, Hamilton County, Indiana

PROJECT NO.:

W17.0117

DATE

05/04/2018

06/08/2018

06/25/2018

07/02/2018

07/25/2018

BY

BUS

BUS

WAC

BUS

BUS

PROJECT NO.

W17.0117

DWG NAME

W170199-C201.shp

DESIGNED BY

RAM

DRAWN BY

RAM

CHECKED BY

BUS

DATE

07/25/2018

REVISIONS AND ISSUES

ISSUED FOR TAC SUBMITTAL

ISSUED FOR OWNER REVIEW

ISSUED FOR STATE DESIGN RELEASE

ISSUED FOR TAC REVISION

ISSUED FOR FINAL CONSTRUCTION DRAWINGS

DATE

05/04/2018

06/08/2018

06/25/2018

07/02/2018

07/25/2018

BY

BUS

BUS

WAC

BUS

BUS

PROJECT NO.

W17.0117

DWG NAME

W170199-C201.shp

DESIGNED BY

RAM

DRAWN BY

RAM

CHECKED BY

BUS

DATE

07/25/2018

STEVEN SCOTT RUCKER

REGISTERED

PE11300279

STATE OF INDIANA

PROFESSIONAL ENGINEER

07/25/2018

STEVEN SCOTT RUCKER P.E. 11300279

WEIHE ENGINEERS

Land Surveying | Civil Engineering

Landscape Architecture

10505 N. College Avenue

Indianapolis, Indiana 46280

weihe.net

317 | 846 - 6611

800 | 452 - 6408

317 | 843 - 0546 fax

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

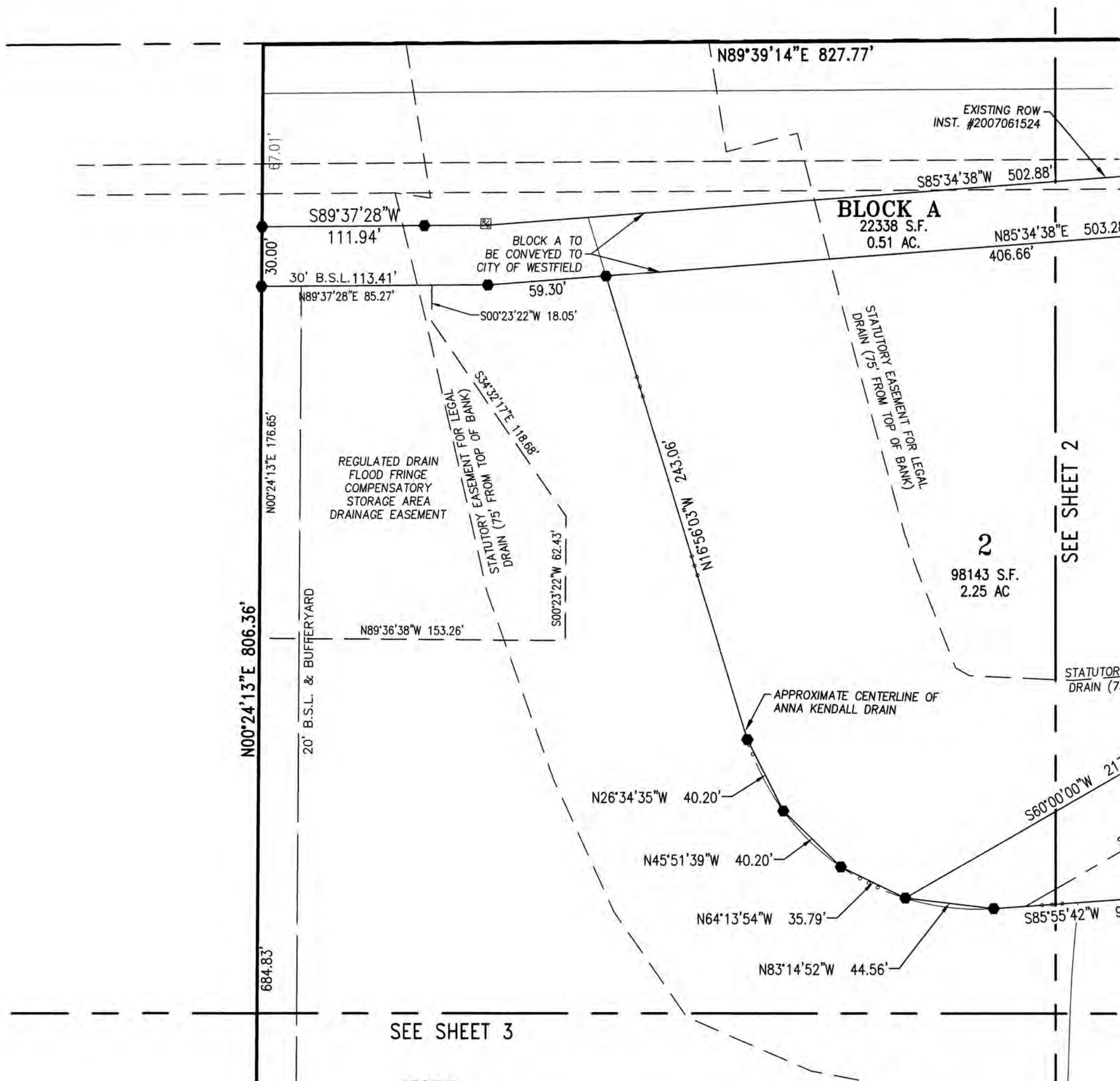
EXHIBIT D
SECONDARY PLAT

[SEE FOLLOWING PAGES]

NW COR
SEC 02-T18N-R3E

PC 5 slide 870

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
30 day of August, 2018
Robin M. Miles Auditor of Hamilton County
Parcel #



	Represents a 5/8 inch diameter rebar with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
	Represents an existing concrete right of way marker.
	Represents a 4 inch square concrete monument to be set to exterior corners, points of curvature and points of tangency.
	All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
	Harrison Monument

D.&U.E. – Drainage and Utility Easement
S.D.&U.E. – Sewer, Drainage and Utility Easement.
B.S.L. – Building Setback Line
ROW – Right-of-Way

SOURCE OF TITLE:
INST. #2017-053365
INST. #2017-051231

This instrument prepared for:

COMMUNITY FIRST BANK

201 West Sycamore
Kokomo, IN 46901
765-456-4312

This instrument prepared by: Joseph Trtan

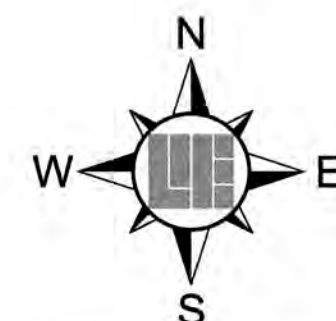
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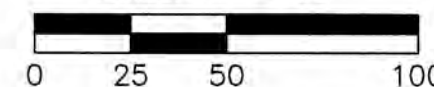
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Indianapolis, Indiana 46280
weihe.net

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800 | 452 - 6408
317 | 843 - 0546 *fax*

ALLAN H. WEIHE, P.E., L.S. - FOUNDER

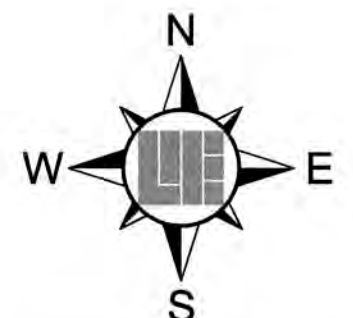
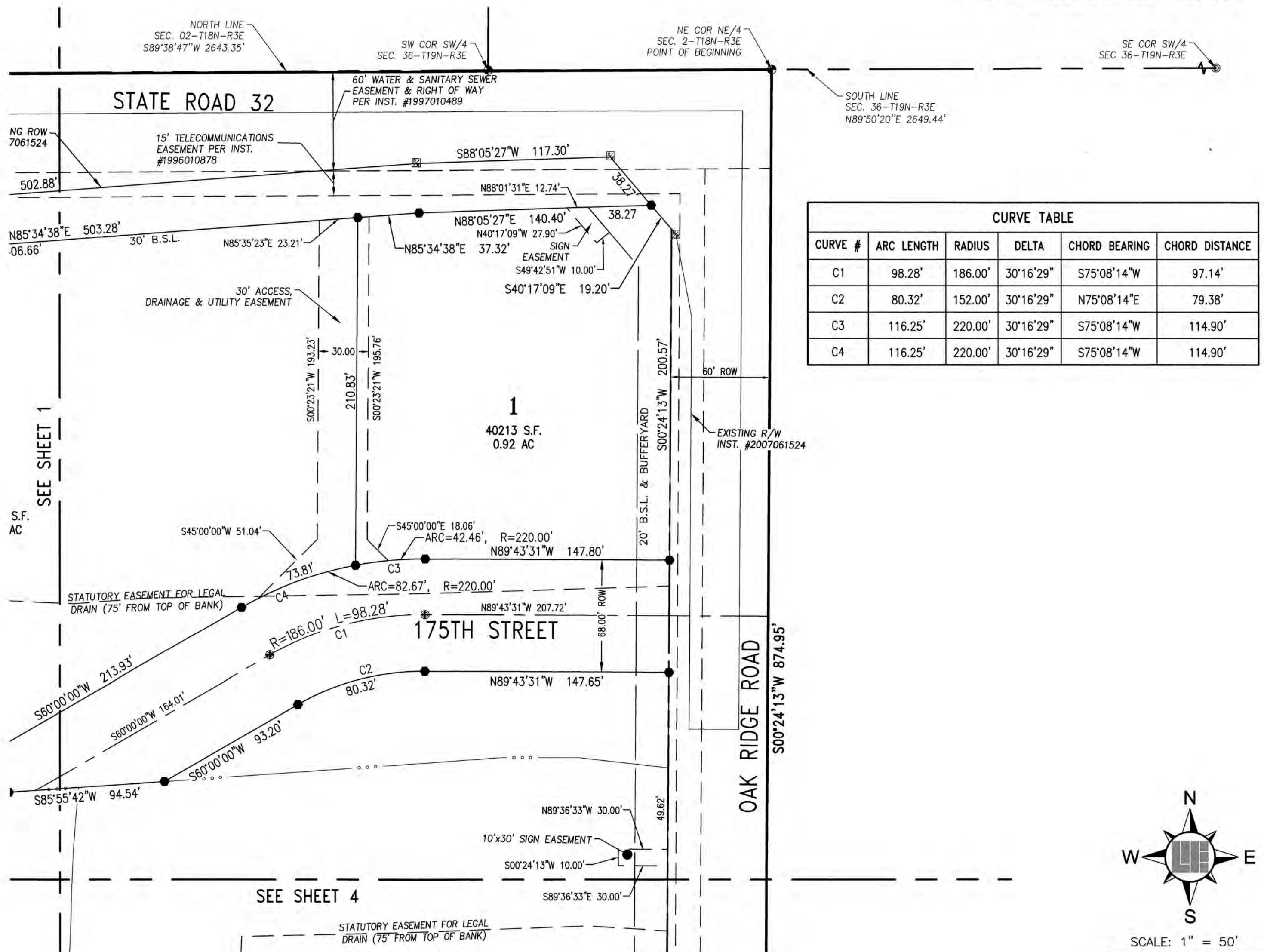


SCALE: 1" = 50'



Sheet 1 of 5

OAK RIDGE POINTE SECTION 2 SECONDARY PLAT



SCALE: 1" = 50'

0 25 50 100

Sheet 2 of 5

This instrument prepared by:

COMMUNITY FIRST BANK

201 West Sycamore
Kokomo, IN 46901
765-456-4312

SOURCE OF TITLE:
INST. #2017-053365
INST. #2017-051231

This instrument prepared by: Joseph Trtan

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ENGINEERS

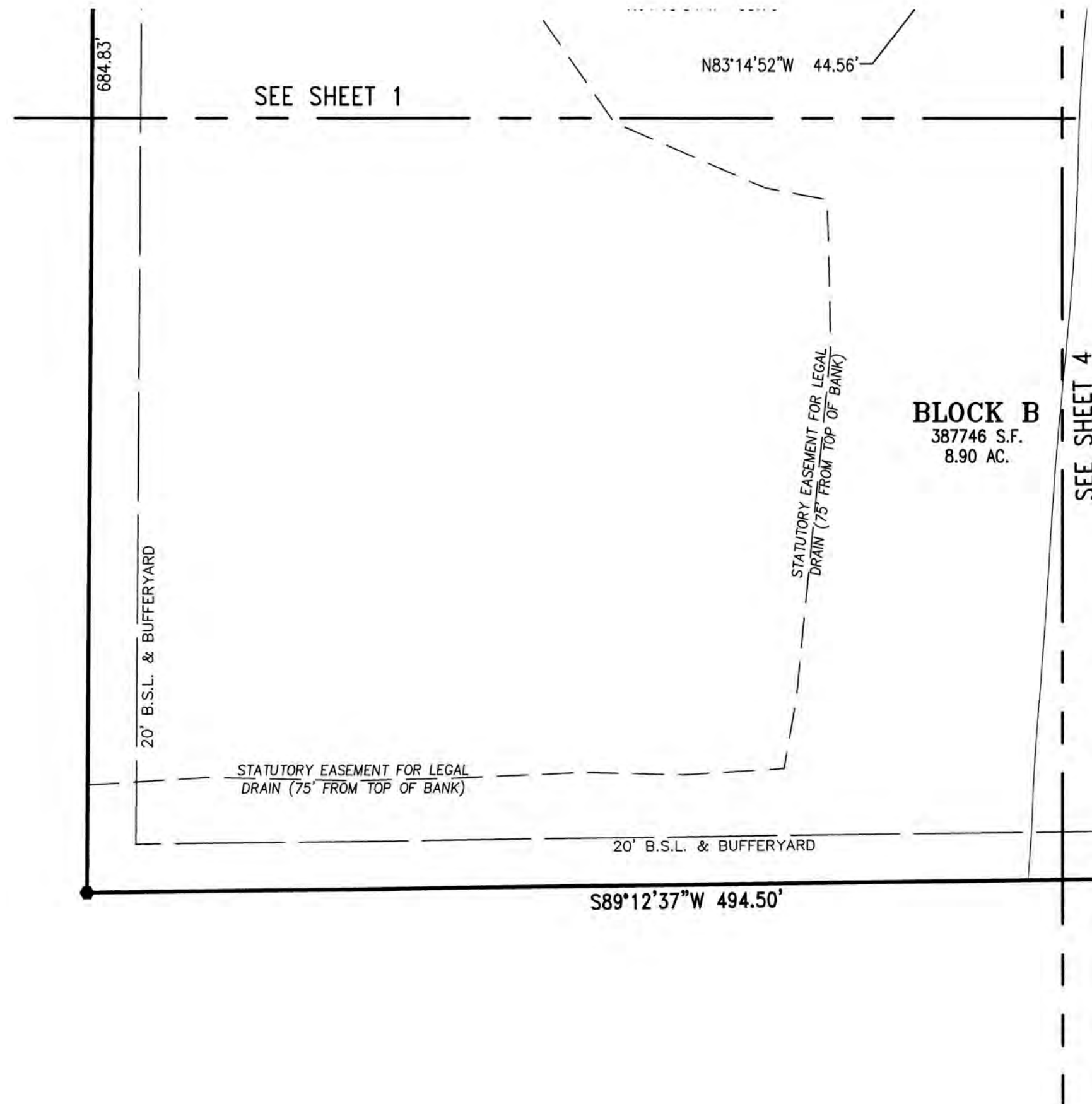
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Indianapolis, Indiana 46280
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ALLAN H. WEIHE, P.E., L.S. - FOUNDER

OAK RIDGE POINTE SECTION 2 SECONDARY PLAT



LEGEND:

- ⊕ Represents a 5/8 inch diameter rebar with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
- ▣ Represents an existing concrete right of way marker.
- ⊞ Represents a 4 inch square concrete monument to be set to exterior corners, points of curvature and points of tangency.
- All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
- ⊙ Harrison Monument
- D.&U.E. - Drainage and Utility Easement

S.D.&U.E. - Sewer, Drainage and Utility Easement.
B.S.L. - Building Setback Line
ROW - Right-of-Way

SOURCE OF TITLE:
INST. #2017-053365
INST. #2017-051231

This instrument prepared for:

COMMUNITY FIRST BANK

201 West Sycamore
Kokomo, IN 46901
765-456-4312

This instrument prepared by: Joseph Tritan

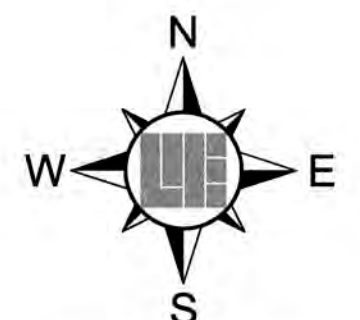
**WEIHE
ENGINEERS**

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Landscape Architecture

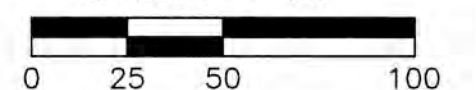
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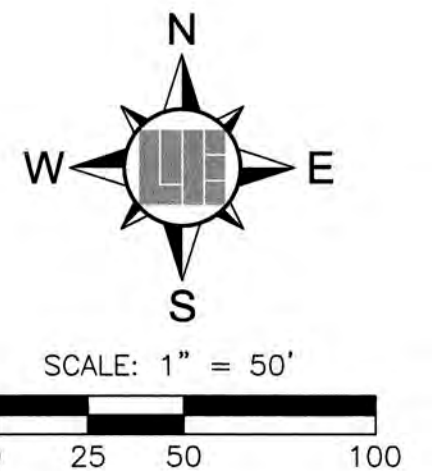
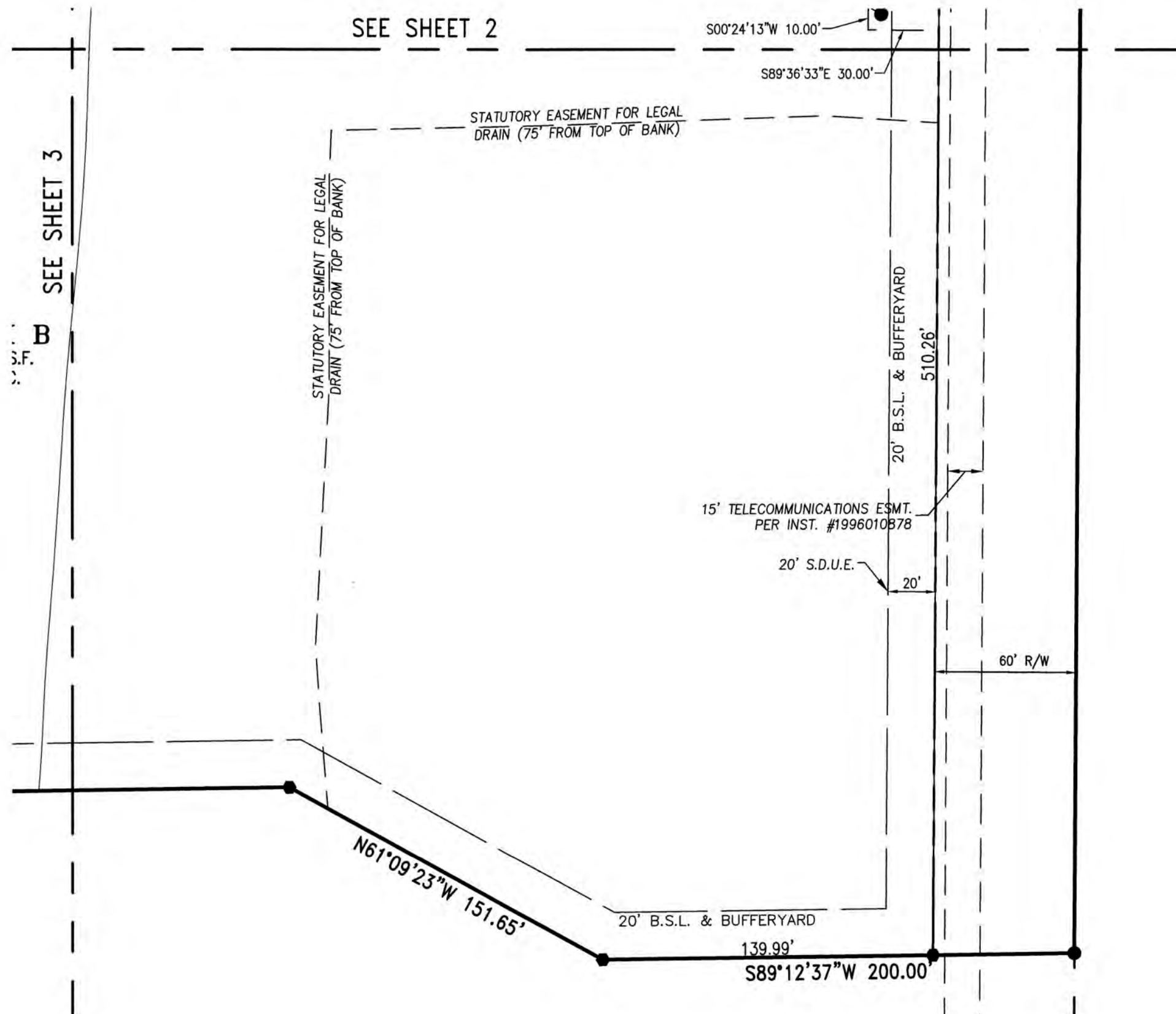


SCALE: 1" = 50'



Sheet 3 of 5

OAK RIDGE POINTE SECTION 2 SECONDARY PLAT



LEGEND:

- ⊕ Represents a 5/8 inch diameter rebar with aluminum cap to be set to mark street centerline control at intersections, points of curvature and points of tangency.
- ▣ Represents an existing concrete right of way marker.
- ⊞ Represents a 4 inch square concrete monument to be set to exterior corners, points of curvature and points of tangency.
- All other lot corners to be marked with a 5/8 inch diameter rebar with a plastic cap stamped Weihe Engr. 0012.
- ⊙ Harrison Monument
- D.&U.E. - Drainage and Utility Easement

S.D.&U.E. - Sewer, Drainage and Utility Easement.
B.S.L. - Building Setback Line
ROW - Right-of-Way

SOURCE OF TITLE:
INST. #2017-053365
INST. #2017-051231

This instrument prepared for:

COMMUNITY FIRST BANK

201 West Sycamore
Kokomo, IN 46901
765-456-4312

This instrument prepared by: Joseph Trtan

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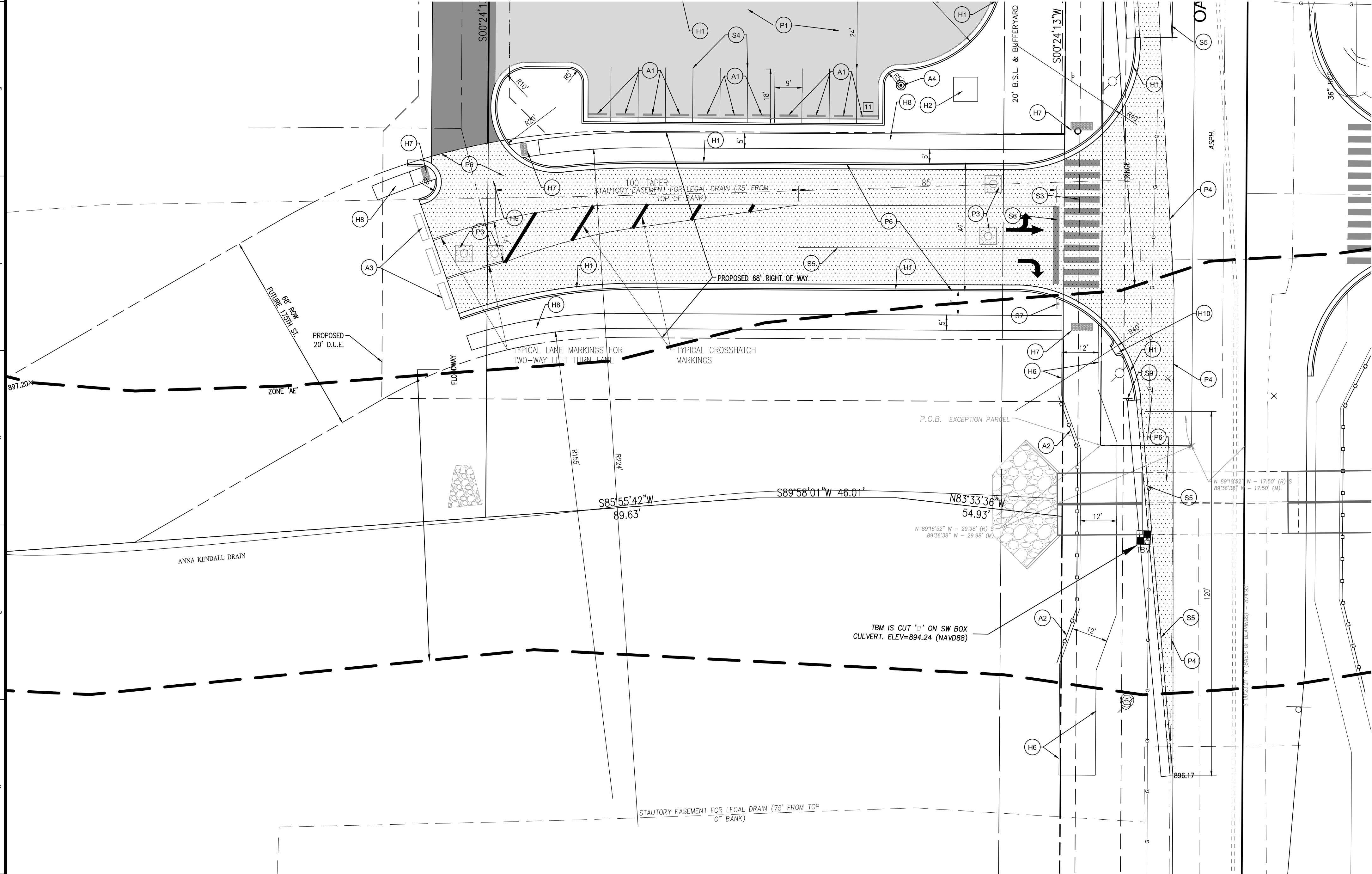
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317 | 843 - 0546 fax

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Sheet 4 of 5

EXHIBIT E
INFRASTRUCTURE EXHIBIT
175TH STREET: PHASE ONE

[SEE FOLLOWING PAGE]



SITE PLAN NOTES

PAVEMENT

- (P1) STANDARD DUTY ASPHALT PAVING
- (P2) HEAVY DUTY ASPHALT PAVEMENT PER WESTFIELD DETAILS
- (P3) STORM INLET WITH CONCRETE APRON
- (P4) MATCH EXISTING PAVEMENT
- (P5) INDOT PAVEMENT
- (P6) HEAVY DUTY ASPHALT

HARDSCAPE

- (H1) CURB AND GUTTER
 - (H2) TRANSFORMER PAD LOCATION
 - (H3) INTEGRAL WALK AND CURB
 - (H4) MATCH EXISTING CURB
 - (H5) EXISTING CONCRETE SIDEWALK
 - (H6) 12' WIDE ASPHALT MULTI-USE PATH
 - (H7) ACCESSIBLE RAMP
 - (H8) 5' CONCRETE SIDEWALK
 - (H9) PROVIDE A GUTTER CURB AT THE INTERSECTION. REFER TO C300 FOR GRADES, CURB TO TRANSITION DOWN TO 1" ACROSS THE INTERSECTION.
- CONCRETE TURN OUT

BUILDING ACCESSORIES

- (B1) BUILDING
- (B2) BIKE RACK

ACCESSORIES

- (A1) PARKING BARRIERS
- (A2) NEW TIMBER GUARDRAIL
- (A3) TYPE III BARRICADE
- (A4) SITE LIGHTING (BY CM BUCK & ASSOCIATES, INC.)

SIGNAGE & MARKINGS

- (S1) GROUND SIGN LOCATION
- (S2) ACCESSIBLE PARKING SPACE
- (S3) PEDESTRIAN CROSSWALK
- (S4) 4" PAINTED WHITE SOLID LINES (TYP)
- (S5) 4" PAINTED WHITE SOLID LINE
- (S6) 24" PAINTED WHITE STOP BAR
- (S7) STOP SIGN
- (S8) PAINTED PORK CHOP ISLAND IN INDOT ROW
- (S9) RELOCATED SIGN

SITE PLAN GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, OR VERIFYING THAT ALL PERMITS AND APPROVALS ARE OBTAINED FROM THE RESPECTIVE CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING CONSTRUCTION.
- ALL QUANTITIES GIVEN ON THESE PRINTS, VERBALLY OR IN THE SCOPE OF WORK SECTION ARE ESTIMATES AND SHALL BE CONFIRMED BY THE BIDDING CONTRACTORS.
- OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS: FINAL RULE 29 CFR PART 1926, SUBPART 1" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. IN ADDITION, EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRE THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND CONTRACTOR TO MAINTAIN QUALITY CONTROL THROUGHOUT THIS PROJECT.
- TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL STANDARDS.
- BEARINGS, DIMENSIONS, AND EASEMENTS ARE SHOWN FOR REFERENCE ONLY. SEE RECORD SURVEYS AND PLATS FOR EXACT INFORMATION.
- THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND METHODS ASSOCIATED WITH THE PROJECT.
- ALL DIMENSIONS ARE BASED ON FACE OF CURB OR BACK OF ROLL CURB OR FACE OF BUILDING.
- SEE ARCHITECTURAL PLANS FOR DETAILS OF BUILDING, BUILDING DIMENSIONS AND SIGNAGE SPECIFICATIONS. DO NOT STAKE BUILDING FROM THESE PLANS.
- COORDINATE CONSTRUCTION ACTIVITIES WITH ADJOINING WORK IF APPLICABLE. VERIFY EXTENT OF ADJOINING WORK AND COORDINATE AS REQUIRED.
- FIELD VERIFY EXISTING CURBS AND TAPER PROPOSED VERTICAL CURBS TO MATCH WITHIN A MIN. OF THREE (3) FEET.
- ± DIMENSIONS INDICATE FIELD DIMENSION ADJUSTMENT AREA BASED ON ACTUAL FIELD LAYOUT COORDINATES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- PROVIDE SMOOTH TRANSITION FROM NEWLY PAVED AREAS TO EXISTING AREAS AS NECESSARY. ALL AREAS WHERE PROPOSED PAVEMENT MEETS EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE FREE OF ALL LOOSE DEBRIS. THE EDGE OF EXISTING ASPHALT PAVEMENT SHALL BE PROPERLY SEALED WITH A TACK COAT MATERIAL IN ALL AREAS WHERE NEW ASPHALT PAVEMENT IS INDICATED TO JOIN EXISTING.
- RESURFACE OR RECONSTRUCT AT LEAST TO ORIGINAL CONDITIONS ALL AREAS WHERE THE EXISTING PAVEMENT OR LAWNS ARE DAMAGED DURING CONSTRUCTION FROM TRAFFIC BY CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS AFTER CONSTRUCTION WORK IS COMPLETE.
- THE CONTRACTOR SHALL PROTECT AND NOT DESTROY THE PROPERTY CORNER MONUMENTS DURING CONSTRUCTION.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING ACCESSORY DETAILS.
- REFER TO SHEET C203 & C204 FOR SITE PLAN DETAILS UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKINGS LOCATED WITHIN THE STATE ROAD 32 AND OAK RIDGE ROAD RIGHT OF WAY TO BE THERMOPLASTIC. PAINT IS NOT ALLOWED.
- UTILITY CROSSINGS UNDER PAVEMENT (BORE/JACK & BORE), AVOID OPEN CUTS.

Westfield

PUBLIC WORKS

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westfield.in.gov

APPROVED ☒

REVISE ☐

REJECTED ☐

BY irankin

DATE 8/22/2018

SUBMITTAL # _____

SPEC _____

SITE DATA

SITE AREA = 1.482 AC
BUILDING AREA = 5,696 SF

ZONING = COMMERCIAL DISTRICT ONE
FRONT YARD BSL REQUIRED = 30 FT
REAR YARD BSL REQUIRED = 20 FT
REAR YARD BUFFER = 20 FT
SIDE YARD BSL REQUIRED = 20 FT

PARKING REQUIRED:
PARKING DIMENSIONS = 9' x 20'
BIKE SPACE REQUIRED:
1 RACK PROVIDED TO FIT 4 BIKES MIN.

PARKING PROVIDED:
33 - STANDARD SPACES
2 - ADA SPACES
35 - TOTAL SPACES

SITE PLAN LEGEND

UTILITIES

- FIRE DEPT HOOKUP
- FIRE HYDRANT
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER METER
- GAS METER
- GAS VALVE
- ELECTRIC MANHOLE
- ELECTRIC OUTLET
- ELECTRIC METER
- ELECTRIC RISER
- TRANSFORMER
- GUY ANCHOR
- ELECTRIC JUNCTION BOX
- GENERATOR
- UTILITY POLE
- UTILITY POLE W/ TRANSFORMER
- ORNAMENTAL LIGHT
- STREET LIGHT
- PARKING LOT LIGHT (1' HEAD)
- COMMUNICATIONS JUNCTION BOX
- COMMUNICATIONS MANHOLE
- COMMUNICATIONS PEDESTAL
- COMMUNICATIONS RISER
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL
- STORM CLEANOUT
- BEEHIVE INLET
- CURB INLET
- FLOOR DRAIN
- ROUND INLET
- SQUARE INLET
- STORM MANHOLE
- DOWN SPOUT
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SANITARY STUB MARKER

OTHER

- FLAG POLE
- SIGN
- POST
- GATE POST
- BOLLARD
- PARKING WHEEL STOP
- ACCESSIBLE SPACE
- PARKING COUNT

PAVEMENT

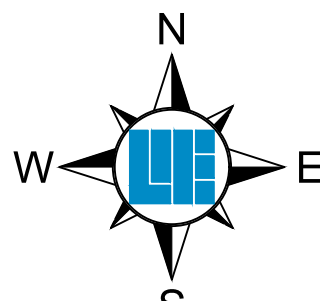
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- RIGHT OF WAY PAVEMENT (INDOT)
- RIGHT OF WAY PAVEMENT (CITY OF WESTFIELD)

LINE TYPES

- RIGHT OF WAY LINE
- FENCE
- GUARD RAIL
- BUILDING SETBACK LINE
- BOUNDARY LINE
- SECTION LINE

ABBREVIATIONS

- ROW RIGHT OF WAY
- BSL BUILDING SETBACK LINE
- ESMT EASEMENT
- D&U.E. DRAINAGE AND UTILITY EASEMENT
- FFE FINISH FLOOR ELEVATION



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800 | 452 - 6408
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ENGINEERS
Land Surveying | Civil Engineering
Landscape Architecture
Build with confidence.

REVISIONS AND ISSUES	DATE	BY	PROJECT NO.
ISSUED FOR OFFICE REVIEW AND APPROVAL	07/02/2018	BJS	W17.0199
ISSUED PER TAG REVIEW COMMENTS	02/16/2018	BJS	DWG NAME:
ISSUED FOR FIELD CONSTRUCTION	02/16/2018	BJS	W170199-C201.dwg
LATEST IN PROGRESS SET OF CONSTR. DRAWINGS	03/12/2018	WAC	DESIGNED BY:
CEG SANITARY LATERAL COMMENTS	03/15/2018	WAC	RAM
ISSUED INDOT REVIEW AND APPROVAL	02/23/2018	BJS	DRAWN BY:
ISSUED FOR FIELD CONSTRUCTION	02/23/2018	BJS	RAM
TAG REVISIONS FOR APPROVAL	05/04/2018	BJS	CHECKED BY:
ISSUED FOR STATE RELEASE REVISIONS	05/14/2018	BJS	BJS
ISSUED FOR TAG REVISIONS	07/02/2018	BJS	DATE:
ISSUED FOR FIELD CONSTRUCTION	07/25/2018	BJS	07/25/2018



STEVEN SCOTT RUCKER P.E. 11300279

PREPARED FOR:
Community FIRST
Bank of Indiana
This is Your Community. This is Your Bank.
707 EAST STATE ROAD 32, WESTFIELD, IN 46074
SITE PLAN
Part of the SW/4 of Section 35, Township 19 North, Range 3 East, Warrington Township, Hamilton County, Indiana

SHEET NO.
C202
PROJECT NO.
W17.0199

EXHIBIT F-1
ROAD IMPACT FEE ASSESSMENTS
LOT 1: BANK

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 18-RIFA-07
 Assessment Date: 08/28/18
 Assessment Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:		Applicant Information:	
Property Description:		Name: Casey Arnold	
Parcel: 09-09-02-00-004.002		Address: 5570 Pebble Village Ln, Suite 400	
Address: 707 E. SR 32		Noblesville, IN 46062	
Westfield, IN 46074		Contact: 317-399-7488 carnold@cfindiana.com	

Development Information:

Existing: Vacant
Proposed: 5,400 sq. ft. bank

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 10th Edition).

Land Use Code:	Drive-in Bank (912)		
Independent Variable:	5,400	Sq. Ft. GFA	
Weighted Trip Average:	100.03	per 1,000	Sq. Ft. GFA (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

Trips: $\frac{5,400 \text{ Sq. Ft. GFA}}{1,000 \text{ Variable}} \times 100.03 \text{ Trip Average} = 540.16 \text{ 24-hour trips}$

Pass-by Trips: Average pass-by trip percentage: 47.0% pass-by trip reduction % (destination use)
 253.88 pass-by trips

Credits: 0.00 included in calculation below

Total net trips: 286.29 24-hour trips

Road Impact Fee: \$ 299 per trip

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
540.16	x \$ 299	= \$ 161,508	- \$ 75,909	- \$ -	=	\$ 85,599

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

EXHIBIT F-2 **ROAD IMPACT FEE ASSESSMENTS** **LOT 2: SHOPPES**

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 18-RIFA-08
 Assessment Date: 08/28/18
 Assessment Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:	
Property Description:	
Parcel: Part of 09-09-02-00-00-004.001	Applicant Information:
Address: 707 E. SR 32	Name: William Eric Group, LLC
Westfield, Indiana 46074	Address: 238 N. Main Street
	Maxwell, IN 46154
South side of SR 32, West of Oak Ridge Rd.	
	Contact: Jesse Pohlman
	Phone: 317.696.9254 jpohlman@onpointeland.com

Development Information:

Existing:	Proposed:
2.2 acres +/-	13,521 square feet -- Multi-tenant inline shopping center
Undeveloped/Vacant	
Oak Ridge Pointe PUD (Ord. 11-09)	

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 10th Edition).

Land Use Code:	Shopping Center (820)
Independent Variable:	13,521 Sq. Ft. Gross Floor Area
Weighted Trip Average:	37.75 per 1,000 SF GFA (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	SF GFA	Variable	Trip Average		
Trips:	13,521	/ 1,000	x 37.75	=	510.42 24-hour trips
Pass-by Trips:		Average pass-by trip percentage:			34% pass-by trip reduction %
					173.54 pass-by trips
Credits:		No structure demolition is proposed			0.00 structure demolition credits
		Total net trips:			336.88 24-hour trips

Road Impact Fee: \$ 299 per trip

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
510.42	x \$ 299	= \$ 152,615	- \$ 51,889	- 0.00	=	\$ 100,726

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

EXHIBIT G

COST OF INFRASTRUCTURE

(Page 1 of 2)



10505 North College Avenue, Indianapolis, IN 46280

317-846-6611 ph

317-843-0546 fax

Project: 175th Street

Date: 6/22/2018

Phase 1

Item	Quantity	Unit	Unit Cost	Total	Spec. #
Temporary Site Items					
Mobil/demobil	1	Lump Sum	\$ 20,000.00	\$ 20,000	
misc.		Each		\$ -	
Sub-total				\$ 20,000	
Demolition Items					
pavement demo	20	SY	\$ 20.00	\$ 400	
guardrail	104	LF	\$ 20.00	\$ 2,080	
signs	3	Each	\$ 100.00	\$ 300	
misc.		Each		\$ -	
Sub-total				\$ 2,780	
Site Security Items					
traffic control barriers	34	LF	\$ 50.00	\$ 1,700	
guard rails	112	LF	\$ 65.00	\$ 7,280	
misc.		Each		\$ -	
Sub-total				\$ 8,980	
Earthwork					
remove top soil	200	CY	\$ 10.00	\$ 2,000	
cut	1500	CY	\$ 3.25	\$ 4,875	
fill	500	CY	\$ 2.05	\$ 1,025	
export close to site	1000	CY	\$ 15.00	\$ 15,000	
testing	1	Allowance	\$ 4,000.00	\$ 4,000	
misc.		Each		\$ -	
Sub-total				\$ 26,900	
Onsite Anna Kendall mitigation pond					
cut	1400	CY	\$ 3.25	\$ 4,550	
export close to site	1400	CY	\$ 15.00	\$ 21,000	
misc.		Each		\$ -	
Sub-total				\$ 25,550	
Subgrade Stabilization					
liming	1630	SY	\$ 9.00	\$ 14,670	
misc.		Each		\$ -	
Sub-total				\$ 14,670	
Erosion Control					
silt fence (non wire back)	250	LF	\$ 2.75	\$ 688	
slope blanket	1100	SY	\$ 5.50	\$ 6,050	
seed/fert/straw	2	Acre	\$ 2,500.00	\$ 5,000	
concrete washout	1	Each	\$ 1,500.00	\$ 1,500	
sw ppp posting sign	1	Each	\$ 1,000.00	\$ 1,000	
construction entrance	300	SY	\$ 22.00	\$ 6,600	
drop inlet protection	4	Each	\$ 275.00	\$ 1,100	
riprap	100	Ton	\$ 65.00	\$ 6,500	
misc.		Each		\$ -	
Sub-total				\$ 28,438	

EXHIBIT G
COST OF INFRASTRUCTURE
(Page 2 of 2)

Storm Drainage

Pipe

6 inch underdrains	675	LF	\$ 18.00	\$ 12,150		
12 inch HDPE pipe	11	LF	\$ 60.00	\$ 660		
15 inch RCP pipe	44	LF	\$ 60.00	\$ 2,640		
18 inch RCP pipe	132	LF	\$ 60.00	\$ 7,920		
box culvert extension (6'x10') #1	60	LF	\$ 475.00	\$ 28,500		
box culvert extension (6'x10') #2	60	LF	\$ 475.00	\$ 28,500		
end section 8" - 18" pipe	1	Each	\$ 480.00	\$ 480		
misc.		Each		\$ -		
Sub-total				\$ 80,850		

Structures

curb inlet medium	2	Each	\$ 2,900.00	\$ 5,800		
area inlet large	2	Each	\$ 7,325.00	\$ 14,650		
control structure	1	Each	\$ 2,500.00	\$ 2,500		
mechanical water quality unit	1	Each	\$ 20,000.00	\$ 20,000		
underground detention	9500	CF	\$ 6.00	\$ 57,000		
misc.		Each		\$ -		
Sub-total				\$ 99,950		

Utilities

Electric

relocate service	1	Lump Sum	\$ 25,000.00	\$ 25,000		
misc.		Each		\$ -		
Electric Sub-total				\$ 25,000		

Paving

heavy duty r.o.w. asphalt	1630	SY	\$ 45.00	\$ 73,350		
standard duty concrete	14	SY	\$ 36.00	\$ 504		
sidewalk	25	CY	\$ 150.00	\$ 3,750		
curb and gutter	680	LF	\$ 24.00	\$ 16,320		
8' wide asphalt path	140	SY	\$ 35.00	\$ 4,900		
ada ramp w/ detectable wrng strip	2	Each	\$ 1,500.00	\$ 3,000		
misc.		Each		\$ -		
Paving Sub-total				\$ 101,824		

Parking Lot Items

pavement striping	1	Lump Sum	\$ 2,500.00	\$ 2,500		
thermo pavement markings	5	Each	\$ 400.00	\$ 2,000		
metal signs	3	Each	\$ 250.00	\$ 750		
metal sign posts	3	Each	\$ 200.00	\$ 600		
misc.		Each		\$ -		
Parking Sub-total				\$ 5,850		

Onsite Subtotal

\$ 440,792

5% Contingency

\$ 22,039.58

Onsite Total:

\$ 462,831.58



**City of Westfield Fire Department
Board of Public Works & Safety Report
August 2018**

Contact: Fire Chief

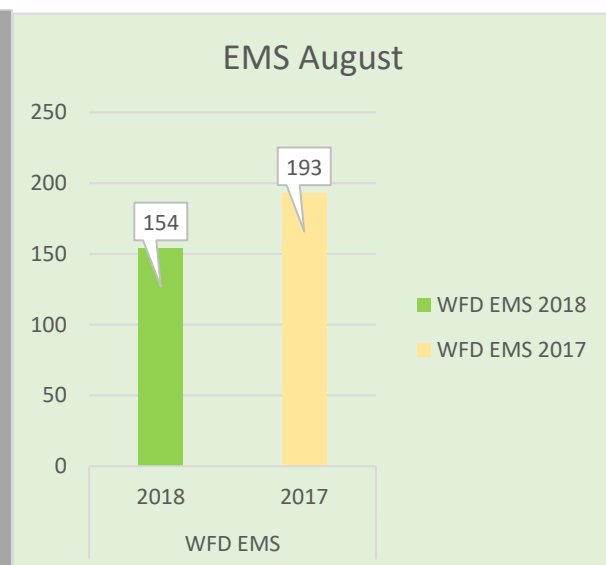
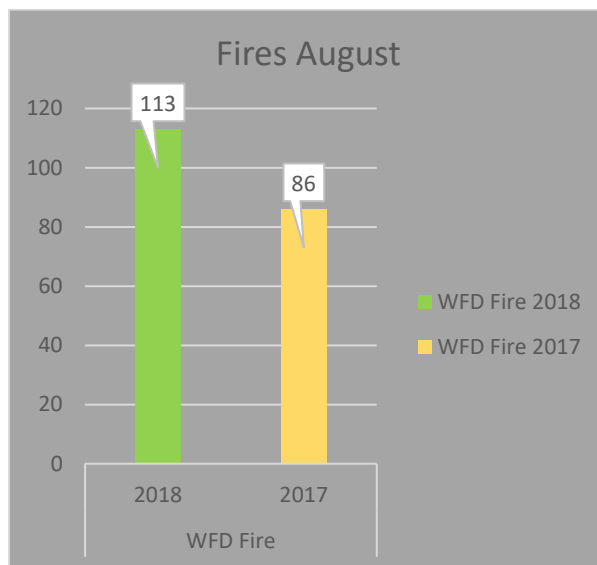
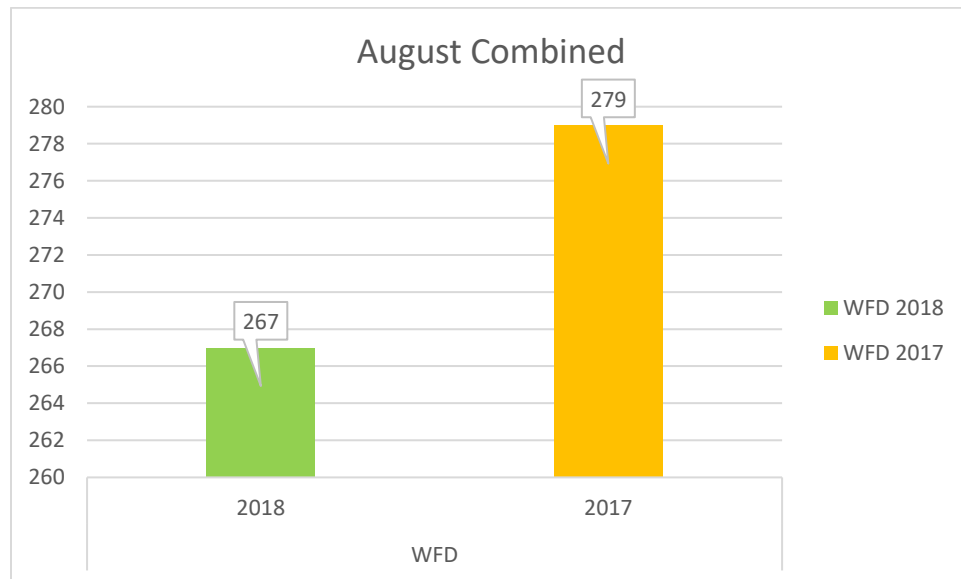
Marcus Reed

Or Nikki Hartman

804-3304

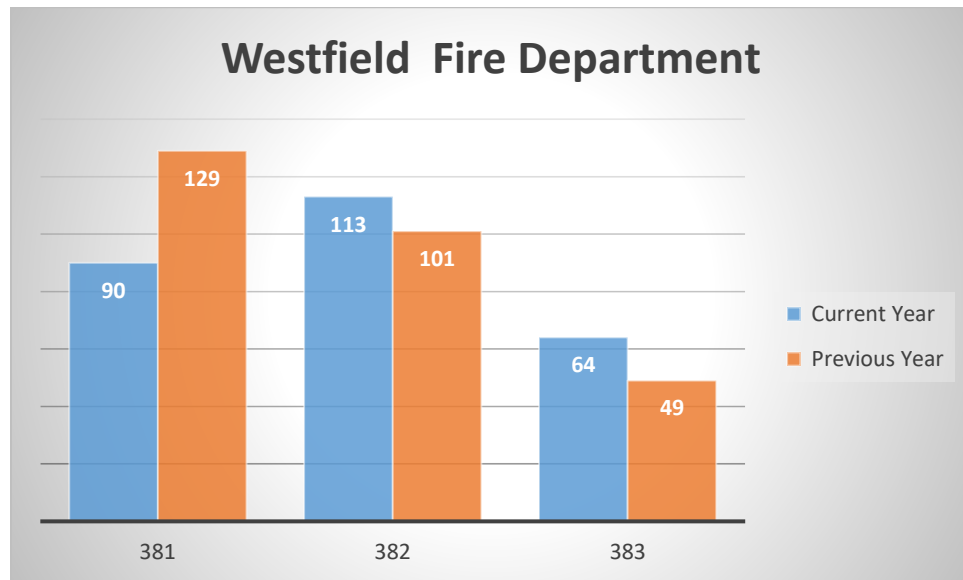


Westfield Fire Department 2018 Incident Statistics

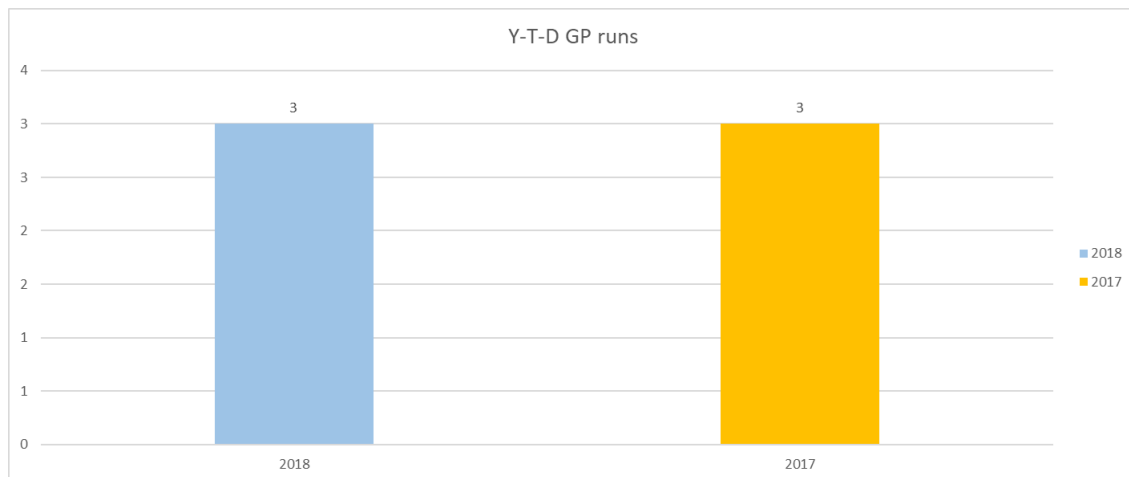




Westfield Fire Department 2018 Incident Statistics



Runs per station this year and last year comparison

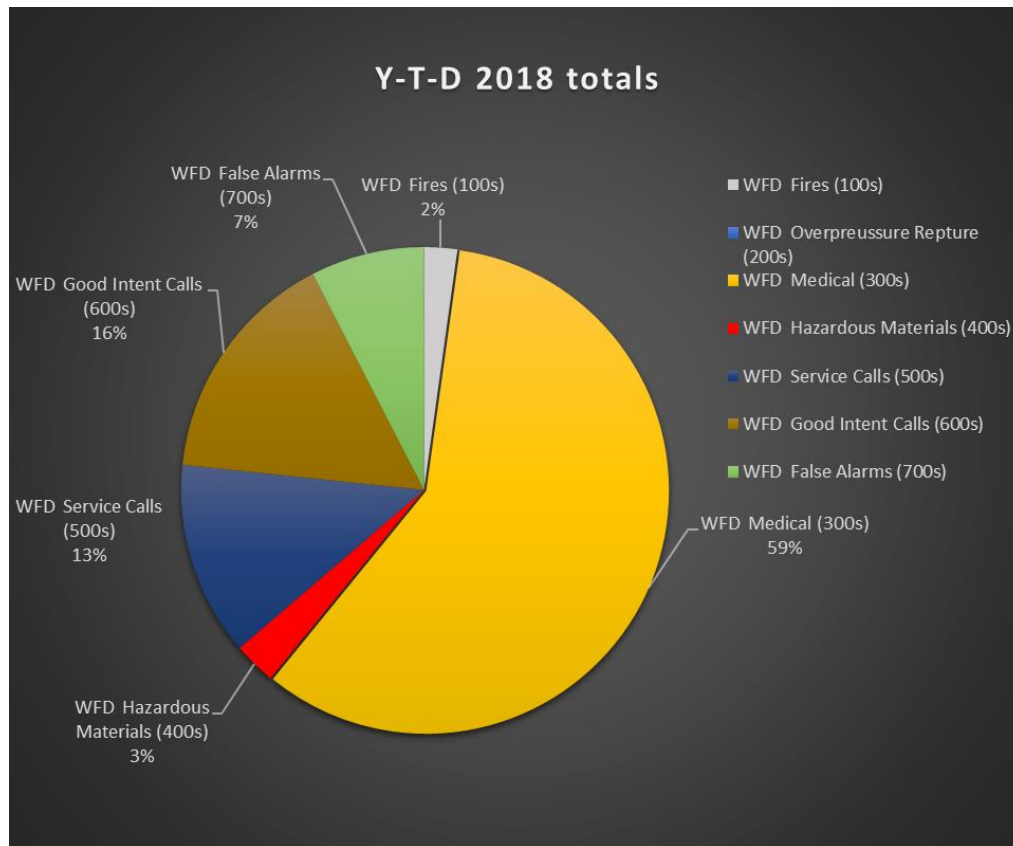


Grand Park

53 calls to GP this year



Westfield Fire Department 2018 Incident Statistics

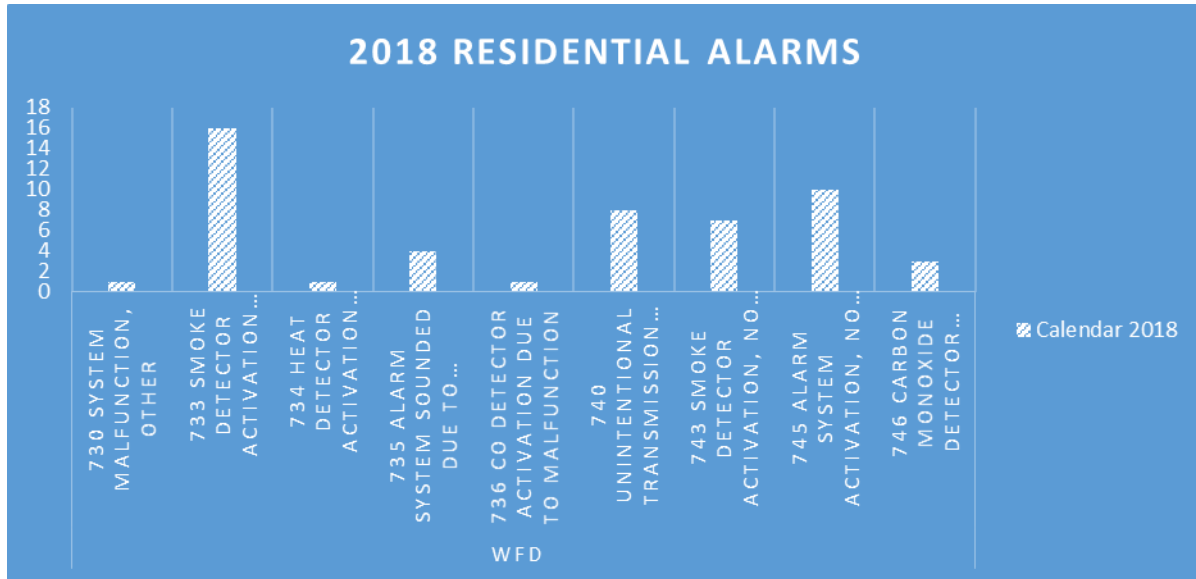


YTD	2,230
Fires	64
Overpressure	3
Medical	1,434
Hazmat	72
Service Calls	225
Good Intent	306
False Alarms	117
Severe Weather	7
Special Incidents	2



Westfield Fire Department 2018 Incident Statistics

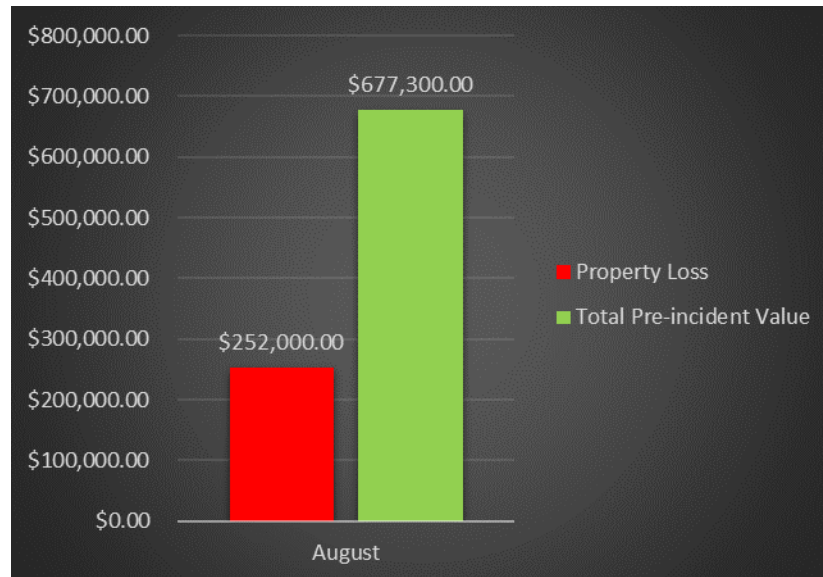
Alarm Data



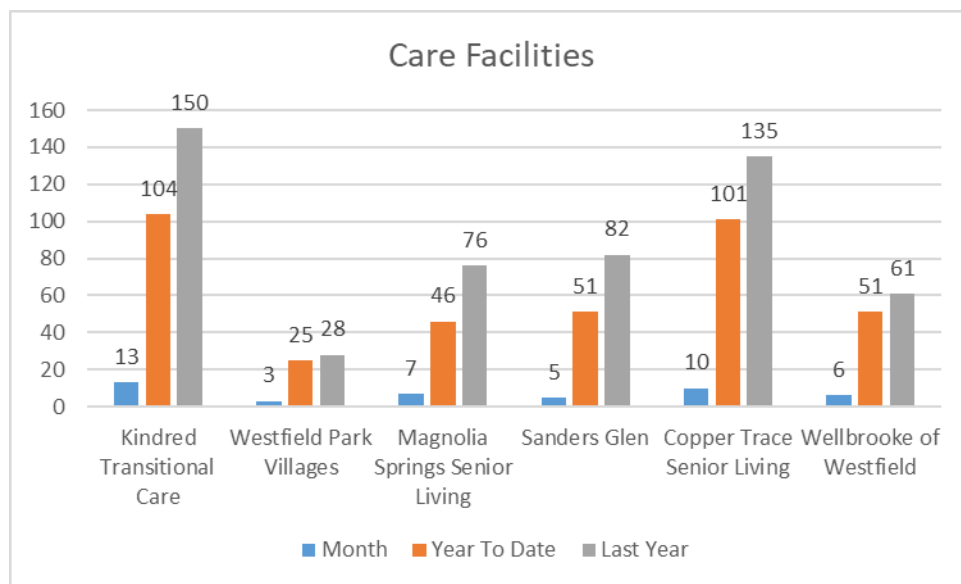


Westfield Fire Department 2018 Incident Statistics

Property Saved

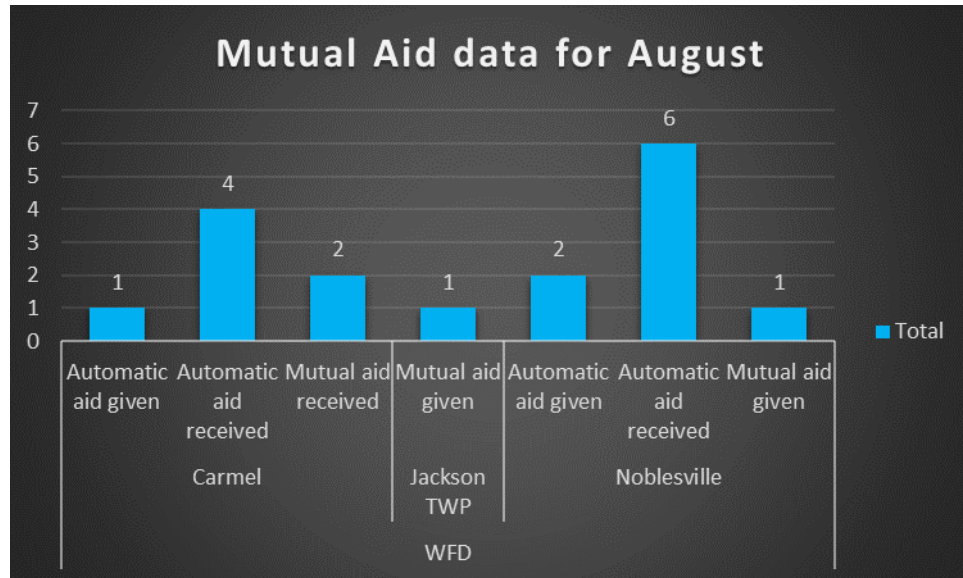


Care Facility

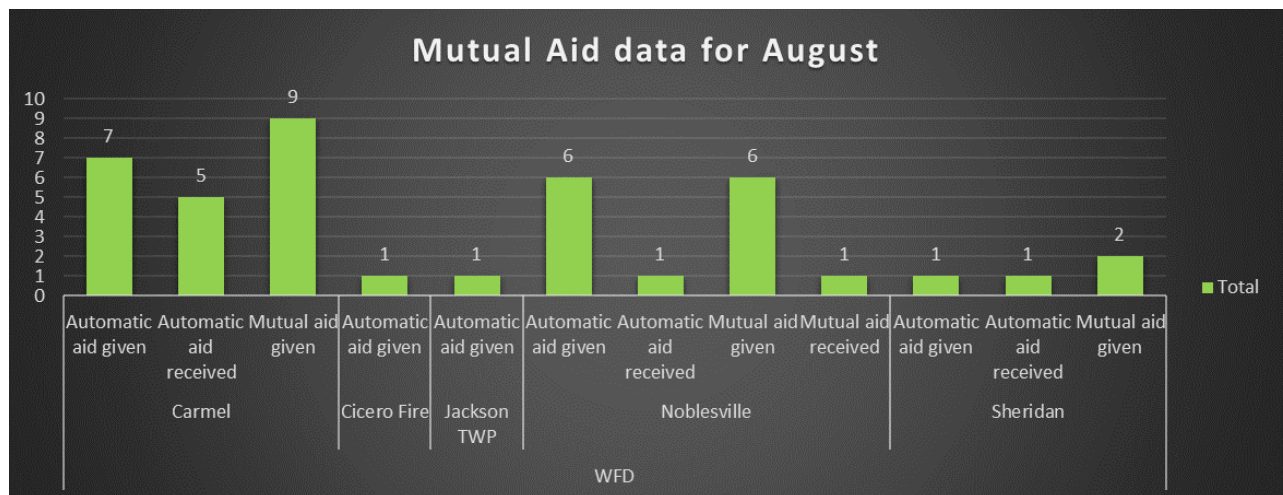




Westfield Fire Department 2018 Incident Statistics



Total MA for EMS calls 17



Total MA for Fire Incidents 38



Westfield Fire Department 2018 Incident Statistics

Notable Achievements by WFD Personnel



Abby Yates



Tyler Hittle

Finished the Paramedic Program through St Francis Hospital

400 plus hours of classroom study in the areas of:

- Advanced airway & respiratory care
- Trauma
- Cardiology
- Pharmacology
- Obstetrical & Pediatric emergencies

800 hours of Clinical work (ICU, CCU, Burn Units, etc.)

Due to graduate after their National Registry board exams November 4, 2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CARMEL FIRE DEPARTMENT
OF THE CITY OF CARMEL INDIANA
AND
THE NOBLESVILLE FIRE DEPARTMENT
OF THE CITY OF NOBLESVILLE INDIANA
AND
THE WESTFIELD FIRE DEPARTMENT
OF THE CITY OF WESTFIELD INDIANA
AND
THE FISHERS FIRE DEPARTMENT
OF THE TOWN OF FISHERS INDIANA
FOR
THE COORDINATION AND IMPLEMENTATION OF A JOINT HIRING INITIATIVE

The Carmel Fire Department (CFD), Noblesville Fire Department (NFD), Westfield Fire Department (WFD), and Fishers Fire Department (FFD), hereinafter referred to as the “Parties,” desire to enter into this Memorandum of Understanding (“MOU”) in order to collaboratively conduct new applicant testing pursuant to the Indiana Merit Statute, I.C. § 36-8-3.5 et seq., as it may be amended and supplemented from time-to-time.

ARTICLE I- PURPOSE AND APPLICATION OF MOU

The purpose of this MOU is to reduce the duplication of effort and generally reduce the fiscal and administrative impact of conducting the hiring process independently. This MOU specifically recognizes that each Party has particular rules, policies, and other governing articles that may dictate its response to a hiring situation. In those instances, all Parties will strive to resolve those differences to the best of their ability.

ARTICLE II- JOINT HIRING LIST

Section 1 - NeoGov

CFD utilizes NeoGov to automate their hiring and performance evaluation process. The other Parties currently use either a different software product, or rely on paper and pen information submission.

Under this MOU, all Parties shall utilize the CFD NeoGov site to automate their hiring and performance evaluation processes. The CFD NeoGov site will serve as the central repository of all candidates who apply to any of the Parties.

The current CFD NeoGov site will be updated to include all pertinent hiring information as it relates to all of the Parties, including, but not limited to: relevant job descriptions, benefits and salaries.

All current pre-applicants and applicants to FFD, NFD and WFD will be notified of the new NeoGov site and will be directed to that site for all future correspondence

Section 2- Testing for Public Safety, LLC (TPS)

All Parties currently utilize the services of TPS to conduct new applicant testing. TPS will continue to serve as the testing coordinating entity for the Parties for the duration of this MOU.

A representative from each Party should attend all pre-testing meetings with TPS.

The Parties shall agree to dates and times of testing, and work collaboratively to provide support personnel as necessary to facilitate the written testing process.

The Parties agree to provide equal numbers of personnel to serve on the various oral interview boards as required by TPS.

Charges billed by TPS will be shared equally by all Parties.

Section 3- Establishment of Joint Hiring List

Pursuant to the requirements of IC 36-8-3.5-12, upon completion of all applicant testing components, TPS shall distribute a rank ordered list of new applicants to the Parties (the "Hiring List"). Each Party may then apply any additional or bonus points as dictated by their particular Merit Commission.

Section 4- Applicant Selection

The Parties recognize that communication is essential to the efficient and effective processing of potential new hires from the Hiring List. Therefore, when a Party initiates new hire processing (i.e. background checks, polygraph, etc.), they will notify the other Parties of which applicants they are processing. This notification does not preclude another Party from starting their own new hire processing with that applicant, but it should be done with full disclosure to the other Parties. Procedurally, it may be impractical and/or against a Party's Merit Commission Rules for a Party to eliminate a candidate from the Hiring List merely because another Party has begun new hire processing on that applicant. When a Party makes a conditional offer of employment to a candidate from the Hiring List, it will notify the other Parties that it has done so. If a conditional offer is accepted by a candidate, that candidate immediately becomes ineligible for employment by any other Party, unless the candidate is returned to the list because the conditional offer has been revoked.

ARTICLE III- TERMS AND CONDITIONS

Section 1- Term

This MOU shall become effective on October 1, 2018 or upon approval by each Party's governing authority, whichever occurs sooner. This MOU shall remain in full force and effect until the expiration of the Hiring List, which will be on May 1, 2021.

Section 2 – Modification

This MOU may only be modified by written amendment executed by all Parties hereto.

Section 3- Termination

This MOU may be terminated by any Party at any time by providing written notice of termination to each Party's Fire Chief. The termination of this MOU shall not affect the validity or duration of projects under this MOU that were initiated prior to such termination.

Section 4 - Dispute Resolution

In the event of a problem or disagreement between the Parties, the dispute shall be submitted for resolution to a joint board of the Parties. The joint board will consist of each Party's Fire Chief or the Fire Chief's designee.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding as follows:

NOBLESVILLE FIRE DEPARTMENT

SO AGREED this ____ day of _____, 2018 by the Noblesville Board of Public Works and Safety, acting on behalf of the City of Noblesville, Indiana.

John Ditslear, Mayor

Lawrence Stork, Member

Jack Martin, Member

ATTEST:

Evelyn Lees, Clerk

CARMEL FIRE DEPARTMENT

Approved and Adopted this ____ day of _____, 20____.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

James Brainard, Presiding Officer

Date: _____

Mary Ann Burke, Member

Date: _____

Lori S. Watson, Member

Date: _____

ATTEST:

Christine S. Pauley, Clerk-Treasurer

Date: _____

ROAD IMPACT FEE CREDIT AGREEMENT

This **ROAD IMPACT FEE CREDIT AGREEMENT** (this “Agreement”) is made and entered into as of the 26th day of September, 2018, by and between the **CITY OF WESTFIELD, INDIANA**, an incorporated municipality (the “City”) and **EDGEROCK DEVELOPMENT, LLC** (the “Developer”) as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, the City has adopted the Westfield-Washington Township Comprehensive Plan which provides for the future development and expansion of certain roadways within the City’s planning and zoning jurisdiction (the “Thoroughfare Plan”);

WHEREAS, the Developer is required to dedicate right-of-way and provide connectivity of streets with existing or planned streets with adjacent properties pursuant to the Westfield-Washington Township Unified Development Ordinance (the “Unified Development Ordinance”) and the Thoroughfare Plan; and,

WHEREAS, the Developer intends to develop the real estate generally located between Oak Ridge Road (to the west) and the Monon Trail (to the east), and State Highway 32 (to the north) and the Midland Trace Trail (to the south), and more particularly identified in **Exhibit A** (the “Real Estate”); and,

WHEREAS, the Developer intends to develop the Real Estate’s infrastructure in accordance with the Development Plan, attached hereto as **Exhibit D** (the “Development Plan”), and the Secondary Plat recorded as Instrument No. 2018023077 in the Office of the Recorder of Hamilton County, Indiana, attached hereto as **Exhibit C** (the “Secondary Plat”) (collectively, “The Trails of Westfield”); and,

WHEREAS, as part of the development of the Real Estate, the City requires the Developer to construct and dedicate to the City an access road in accordance with Article 5.3(F) of the Unified Development Ordinance (“175th Street”); and,

WHEREAS, as part of the development of the Real Estate, road impact fees are assessed and required to be paid to the City in accordance with City Ordinance 17-43 (the “Road Impact Fees”); and,

WHEREAS, in accordance with Indiana Code § 36-7-4-1335 et. seq., the City has agreed to Road Impact Fee credits or disbursements in exchange for the Developer constructing 175th Street; and,

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1) Design and Construction of Infrastructure.

- a) Developer shall construct 175th Street (the “Infrastructure”), in accordance with the Development Plans reviewed and accepted by the City on May 30, 2018 (“Approved Plans”). Construction of the Infrastructure shall be subject to any applicable permits, financial guarantees and inspections by the City.
- b) Developer shall, at no cost to the City, dedicate or deed the right-of-way for 175th Street (the “Right-of-Way”). Developer shall bear the costs of preparing such documentation.

2) Road Impact Fee Credits.

- a) Developer has prepared and solicited bid requests for the construction of the Infrastructure on the Approved Plans, as modified by the bid clarifications and modifications attached hereto as **Exhibit B** (the “Bid Modifications”). The cost to construct the Infrastructure will include the design costs, construction management costs, and subcontractor’s bid proposals (the “Cost of Infrastructure”). The City shall be provided the opportunity to review the two (2) lowest-priced bid proposals, and approve the selected bid proposal (the “Approved Bid”). The City’s review and approvals shall not be unreasonably held.
- b) In consideration for the dedication of 175th Street and construction of the Infrastructure, the City agrees to issue a road impact fee credit or disbursements to Developer in the amount of the Cost of Infrastructure. City agrees to make disbursement within sixty (60) days of acceptance of the Infrastructure, subject to Section 3, below.
- c) The City shall not issue a road impact fee credit or disbursements for any construction change orders or amounts in excess of the Approved Bid, unless specifically reviewed and approved by the City prior to the start of construction.
- d) The parties acknowledge and agree that any improvement location permits issued prior to the full execution of this Agreement were issued in contemplation of this Agreement; and, as such, the City shall not charge the Developer a road impact fee for any anticipated permits to be issued to the Developer and shall credit or disburse the Developer for road impact fees otherwise paid with the issuance of an improvement location permit for a building on the Real Estate.

3) Conditions Precedent to Obligations. The obligations of City and Developer, or its successors and assigns, contained in this Agreement are expressly conditioned upon:

- a) Developer constructing the Infrastructure in accordance with Approved Plans and adjusted scope within the Bid Modifications;

b) The City inspecting and confirming compliance with Approved Plans and adjusted scope within the Bid Modifications; and

c) Developer deeding or dedicating the Right-of-way to the City for 175th Street.

Absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.

- 4) Authority. Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.
- 5) Remedies. In the event of either the City's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys' fees. The parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should the City file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.
- 6) Notices. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City:

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

With a copy to:

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

If to Developer:

Edgerock Development, LLC
Attn: R. Birch Dalton
555 East Main Street
Westfield, Indiana 46074

With a copy to:

City of Westfield, Hamilton County, Indiana (“City”)

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Kate Snedeker, Member

Board of Public Works and Safety

Date: _____

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above parties, 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 _____, 2018.

Printed Name of Notary Public _____

My Commission Expires _____

Edgerock Development LLC (“Developer”)

By: _____
R. Birch Dalton, its Managing Member

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 _____, 2018.

Printed Name of Notary Public _____

My Commission Expires _____

This instrument was prepared by: Brian J. Zaiger, Esq. , Krieg DeVault, LLP , (317) 238-6266.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Brian J. Zaiger.

EXHIBIT A
LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East Washington Township, Hamilton County, Indiana, and more particularly described as follows: Commencing at the northwest corner of said Northwest Quarter of Section 1, Township 18 North, Range 3 East; thence South 00 degrees 23 minutes 47 seconds West 415.29 feet along the west line of said Northwest Quarter to the Point of Beginning, said point being the northwest corner of the tract of land described in Instrument Number 2012031431 in the Office of the Recorder of Hamilton County; thence South 89 degrees 36 minutes 13 seconds East 32.52 feet along the north line of said tract of land described in Instrument Number 2012031431 to the southeast corner of Oak Ridge Road right-of-way as described in Instrument Number 2007040158 in said Office of the Recorder; thence North 00 degrees 23 minutes 47 seconds East 269.11 feet along said Oak Ridge Road right-of-way line to a point on said Oak Ridge Road right-of-way as described in Instrument Number 2007061283 in said Office of the Recorder; thence continuing North 00 degrees 23 minutes 47 seconds East 102.49 feet along said Oak Ridge Road right-of-way to a southeastern right-of-way line for said Oak Ridge Road and State Road 32 intersection as described in said Instrument Number 2007061283; thence North 51 degrees 29 minutes 42 seconds East 30.63 feet along said southeastern right-of-way line to the south right-of-way line of said State Road 32; thence North 89 degrees 50 minutes 23 seconds East 432.49 feet along said south right-of-way line to the west line of the tract of land described in Deed Book 197, page 324 in said Office of the Recorder, with the following three (3) courses being along the boundary of said tract of land; (1) thence South 00 degrees 23 minutes 47 seconds West 385.00 feet; (2) thence North 89 degrees 50 minutes 23 seconds East 110.00 feet; (3) thence North 00 degrees 23 minutes 47 seconds East 379.09 feet to the south right-of-way line of said State Road 32, said right-of-way line being described in Instrument Number 200702958 in said Office of the Recorder; thence South 88 degrees 30 minutes 14 seconds East 117.58 feet along said south right-of-way line to the southwestern right-of-way line of said State Road 32 and Spruce Street intersection as described in said Instrument Number 200702958, with the following six (6) courses being along the right-of-way of said Spruce Street as described in Instrument Numbers 200702958, 2007024274, 2007040771, and 2007040161 in said Office of the Recorder; (1) thence South 46 degrees 53 minutes 22 seconds East 29.89 feet; (2) thence South 5 degrees 24 minutes 56 seconds East 195.88 feet; (3) thence South 89 degrees 37 minutes 45 seconds East 30.00 feet; (4) thence North 00 degrees 23 minutes 47 seconds East 45.14 feet; (5) North 89 degrees 50 minutes 23 seconds East 9.70 feet; (6) thence North 00 degrees 22 minutes 42 seconds East 163.26 feet to the south right-of-way line of said State Road 32, with the following two (2) courses being along said south right-of-way line as described in said Instrument Number 2007040161 and Instrument Number 2007043638 in said Office of the Recorder; (1) thence South 88 degrees 30 minutes 14 seconds East 293.04 feet; (2) thence South 56 degrees 44 minutes 15 seconds East 18.99 feet to the east line of the tract of land described in Instrument Number 9809854749 in said Office of the Recorder; thence South 00 degrees 23 minutes 47 seconds West 144.33 feet along said east line to the northeast corner of the tract of land described in Instrument Number 9234839 in said Office of the Recorder; thence continuing South 00 degrees 23 minutes 47 seconds West 205.00 feet along the east line of said tract of land described in Instrument Number 9234839 to the north line of the tract of land described in Instrument Number 9105488 in said Office of the Recorder, with the following two (2) courses being along the boundary of said tract of land; (1) thence North 89 degrees 50 minutes 23 seconds East 125.80 feet; (2) thence South 00 degrees 50 minutes 48 seconds West 481.50 feet to the southeast corner of said tract of land and the north line of the tract of land described in Instrument Number 2014036364 in said Office of the Recorder; thence North 89 degrees 41 minutes 21 seconds West 1,002.77 feet along said north line to the east line of said tract of land described in Instrument Number 2012031431, with the following two (2) courses being along the boundary of said tract of land; (1) thence South 00 degrees 28 minutes 50 seconds West 3.67 feet; (2) thence North 89 degrees 53 minutes 55 seconds West 226.00 feet (said line also being the former north right-of-way line of the Central Indiana Railroad) to the west line of said Northwest Quarter; thence North 00 degrees 23 minutes 47 seconds East 470.55 feet along said west line to the Point of Beginning, containing 21.558 acres, more or less, subject to rights of way and easements of record.

EXHIBIT B-1
BID MODIFICATIONS

The following items are removed from the base scope of work on the Development Plan (**Exhibit D**):

1. All work in the State Road 32 right-of-way.
2. All work within the Oak Ridge Road right-of-way north of the Anna Kendall Drain.
3. All work within the 175th Street right-of-way from the east right-of-way line of Oak Ridge Road to station 2+00.
4. All work associated with the construction of the passing blister on the west side of Oak Ridge Road. See requirements for Alternate #1.
5. All work associated with the extension of the box culverts on the west side of Oak Ridge Road. See requirements for Alternate #2.

The following items are to be added/included in the base scope of the Development Plan (**Exhibit D**):

1. All paving in the Oak Ridge Road right-of-way south from station 2+75.
2. Suitable fill obtained while reconstructing the Anna Kendall Drain to fill the compensation areas for Lots 1, 2 and 3 as depicted on sheet C301 and compacted to 98% standard proctor.
3. Suitable fill obtained while excavating detention area for the roadway to be stockpiled on Lot 4 with silt fence around the mound.
4. Curb modifications on the north side of 175th Street on the south end of Lot 3 per **Exhibit B-2**.

ALTERNATES

Alternate #1: Consists of providing all labor and materials for the construction of the passing blister on the west side of Oak Ridge Road as shown on the plans.

Alternate #2: Consists of providing all labor and materials for the 28-foot extensions of each box culvert on the west side of Oak Ridge Road.

Alternate #3: Consists of providing all labor and materials (12" water main, fittings, valves and hydrants), including boring and receiving pits for water line connection/tap into existing water main in the area of the full access cut to the Ricker's Convenience Center, west to the west line of Lot 3, just east of the north-south connector. Open cutting of Wheeler Road will not be permitted.

CURB REVISIONS. SEE 175th STREET BID CLARIFICATIONS AND MODIFICATIONS

EXHIBIT C
SECONDARY PLAT

[SEE FOLLOWING PAGES]

LEGEND:

- D. DRAINAGE EASEMENT
U. UTILITY EASEMENT
S.S. SANITARY SEWER EASEMENT
R/W RIGHT-OF-WAY
● SET R.R. SPIKE/NAIL IN ASPHALT
OR IRON PIN W/CAP IN SOIL
OR CUT CROSS IN CONCRETE
● SET CONCRETE MONUMENT
○ FOUND IRON PIN
R/W FOUND RIGHT-OF-WAY MARKER

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
29 day of May, 2018
Robin M. Hies Auditor of Hamilton County
Parcel #

THE TRAILS OF WESTFIELD

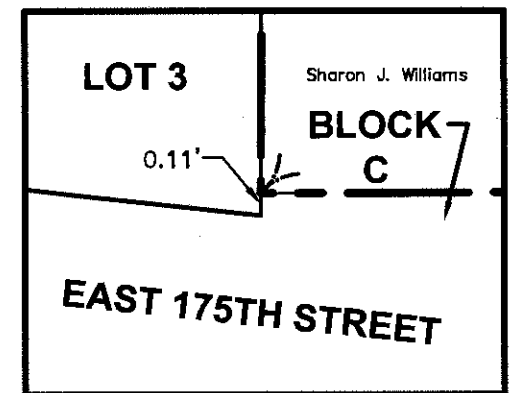
SUBDIVISION SECONDARY PLAT

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

2018023077 PLAT \$55.00
05/29/2018 03:21:08P 7 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

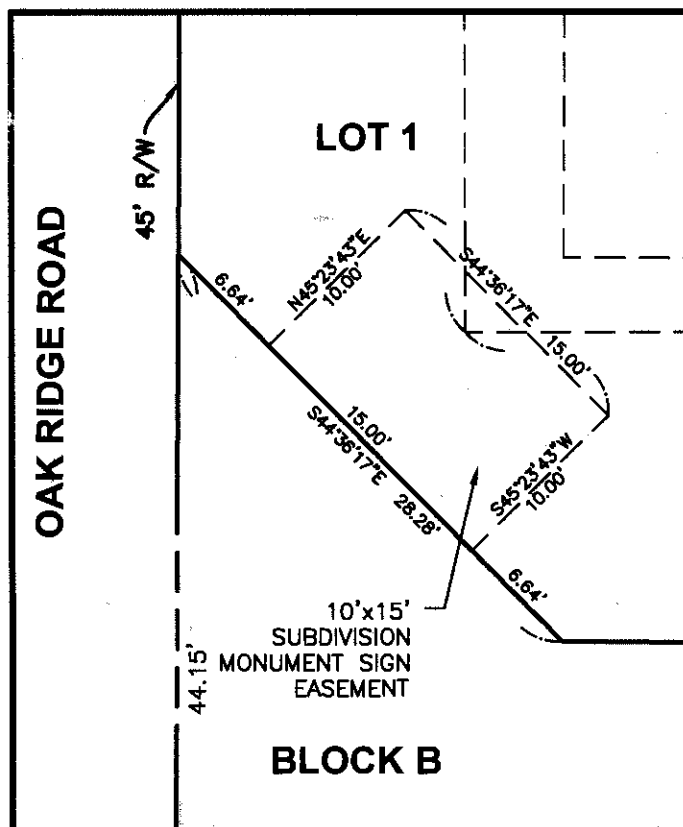


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SCALE: 1"=50'



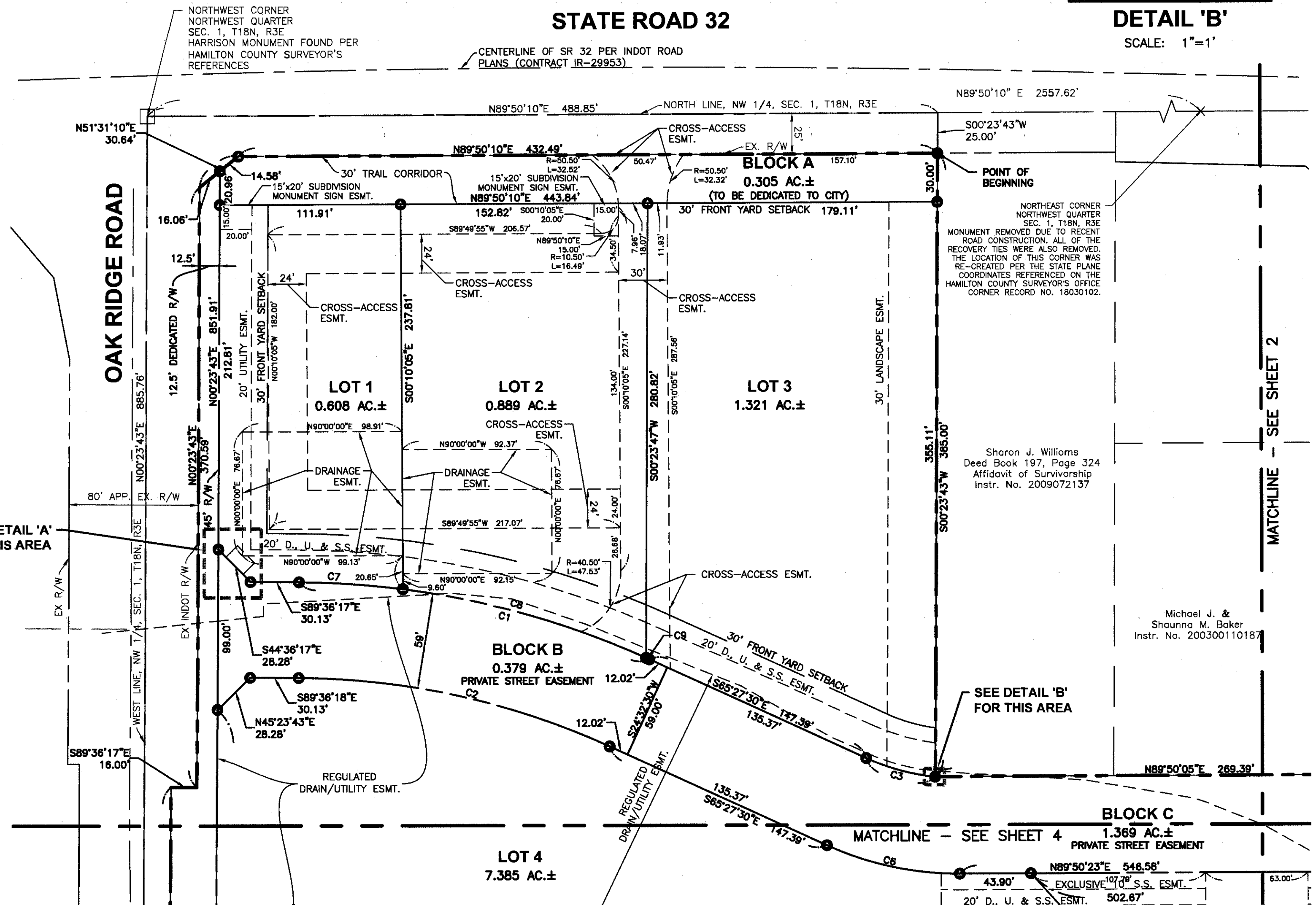
CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	CH LENGTH
C1	24.15	223.15	529.50	S77° 31' 54"E	221.50
C2	24.15	198.28	470.50	N77° 31' 54"W	196.82
C3	18.45	44.27	137.50	S74° 40' 53"E	44.08
C7	6.95	64.27	529.50	N86° 07' 39"W	64.23
C8	16.95	156.66	529.50	S74° 10' 27"E	156.09
C9	0.24	2.22	529.50	N65° 34' 42"W	2.22



DETAIL 'A'

SCALE: 1"=10'

SEE DETAIL 'A'
FOR THIS AREA

BLOCK C

1.369 AC.±
PRIVATE STREET EASEMENT

PREPARED BY:

David N. Ayala, P.S.
IN Registration No. 20000227
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7635 Interactive Way
Suite 100
Indianapolis, IN 46278
317.299.7500
FAX: 317.291.5805

WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

DEVELOPER/OWNER:

EdgeRock Development LLC
555 East Main Street
Westfield, IN 46074
317.979.0538

GENERAL NOTES:

- BOUNDARY LINES ARE BASED ON BOUNDARY RETRACEMENT SURVEYS PROVIDED BY TERRA SITE DEVELOPMENT, PROJECT NUMBERS 1702001 AND 150324.1002.
- DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- REFER TO SHEETS 5 AND 6 FOR REGULATED DRAIN EASEMENT.

REDACT STATEMENT

I, DAVID N. AYALA, PS, 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.

SHT. 1 of 7

DATE: 04/27/18
PROJECT NO. 77080

LEGEND:

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U. UTILITY EASEMENT
S.S. SANITARY SEWER EASEMENT
R/W RIGHT-OF-WAY
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OR IRON PIN W/CAP IN SOIL
OR CUT CROSS IN CONCRETE
⊙ SET CONCRETE MONUMENT
○ FOUND IRON PIN
⊞ FOUND RIGHT-OF-WAY MARKER

- SURVEYED SUBDIVISION BOUNDARY
--- RIGHT-OF-WAY LINES
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317.979.0538

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WOOLPERT
DESIGN | GEOSPATIAL | INFRASTRUCTURE

THE TRAILS OF WESTFIELD

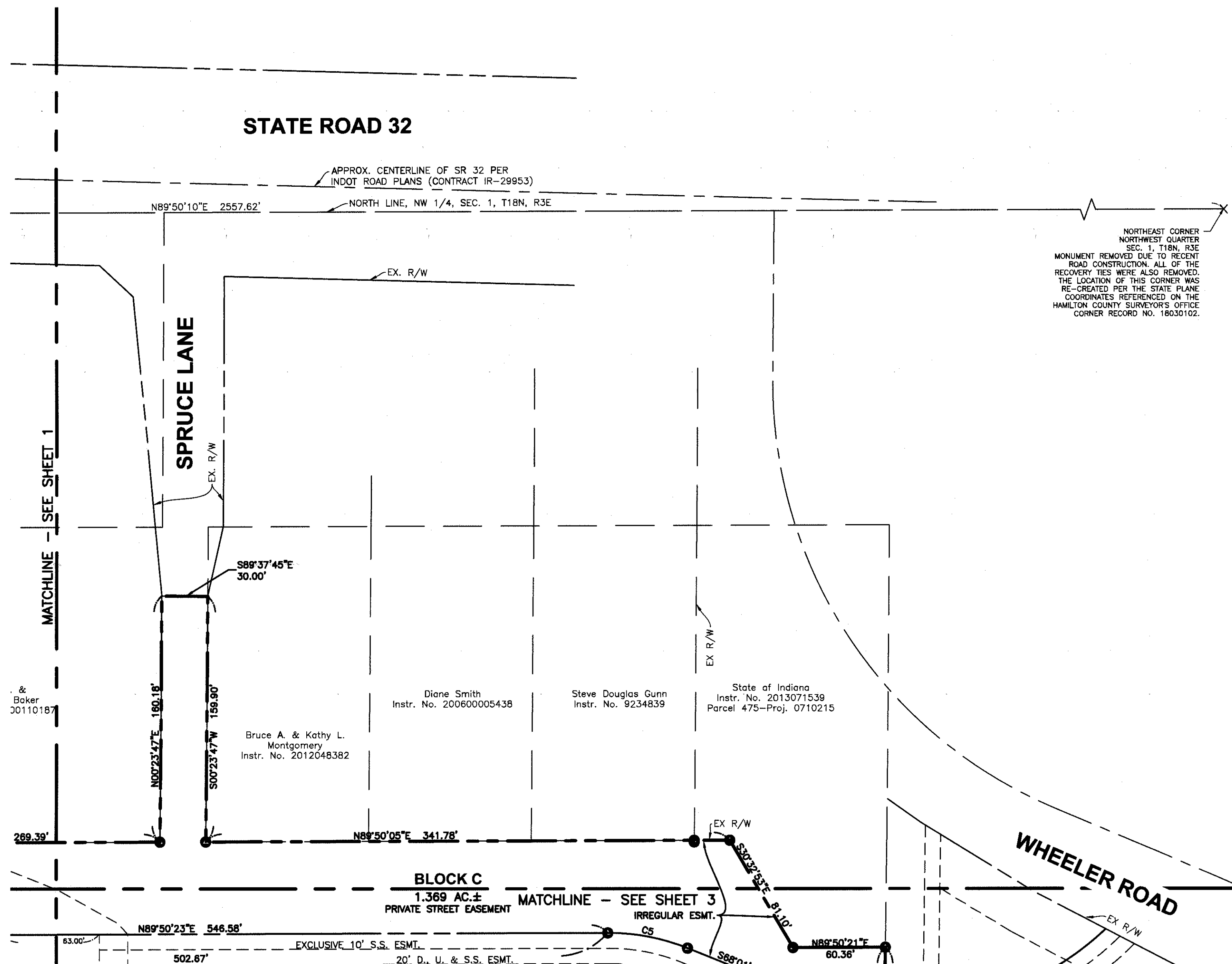
SUBDIVISION SECONDARY PLAT

PART OF THE NORTHWEST QUARTER OF
SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST
CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

2018023077 PLAT \$55.00
05/29/2018 03:21:08P 7 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented



0 50 100 150
SCALE: 1"=50'



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CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	CH LENGTH
C4	19.03	65.24	196.48	N77° 32' 01"W	64.94
C5	22.14	53.13	137.50	N79° 05' 27"W	52.80

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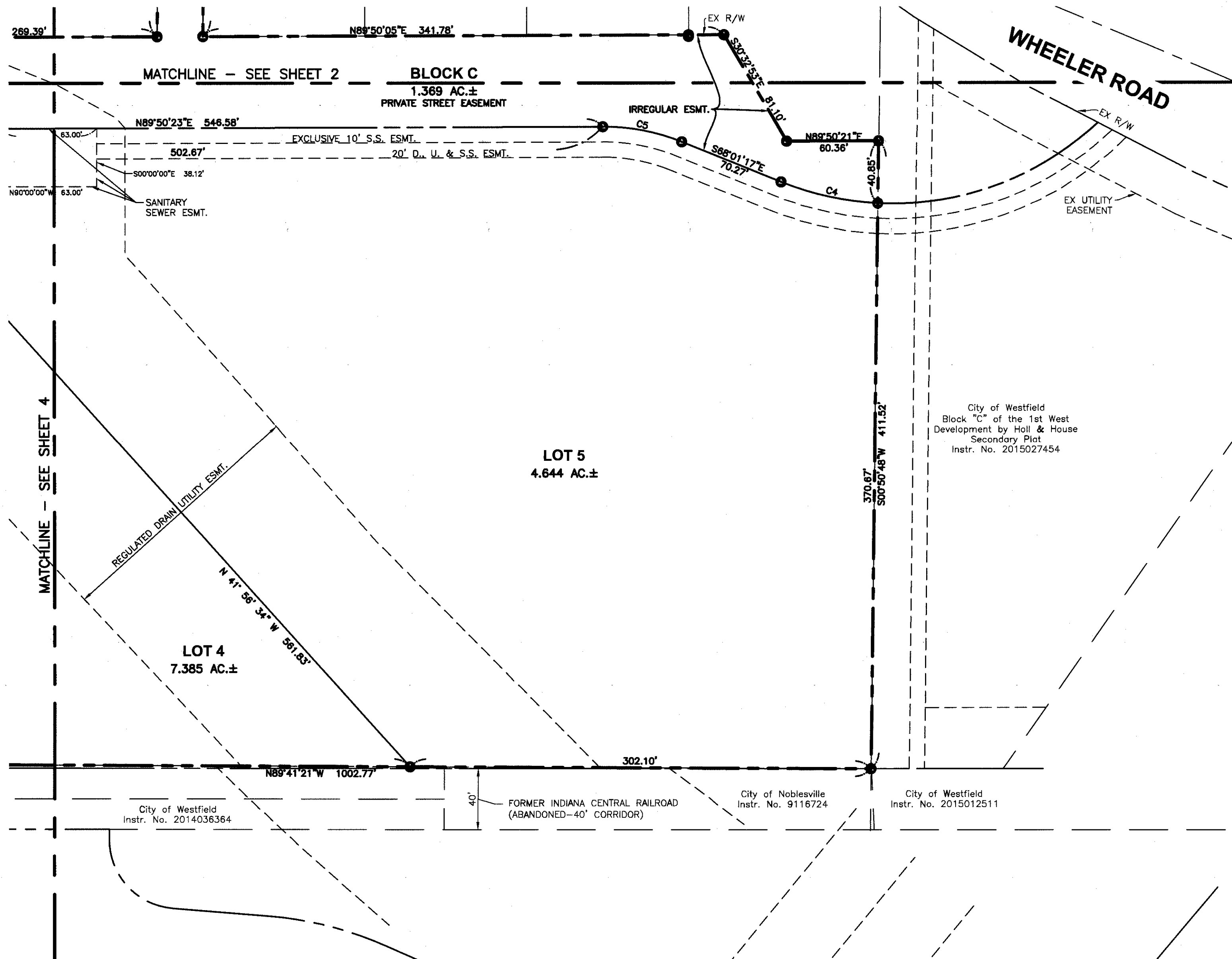
THE TRAILS OF WESTFIELD

SUBDIVISION SECONDARY PLAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

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City of Westfield
Block "C" of the 1st West
Development by Holl & House
Secondary Plat
Instr. No. 2015027454

City of Westfield
Instr. No. 2014036364

FORMER INDIANA CENTRAL RAILROAD
(ABANDONED-40' CORRIDOR)

City of Noblesville
Instr. No. 9116724

City of Westfield
Instr. No. 2015012511

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CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	CH LENGTH
C6	24.70	84.72	196.50	N77° 48' 34" W	84.06

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DEVELOPER/OWNER:

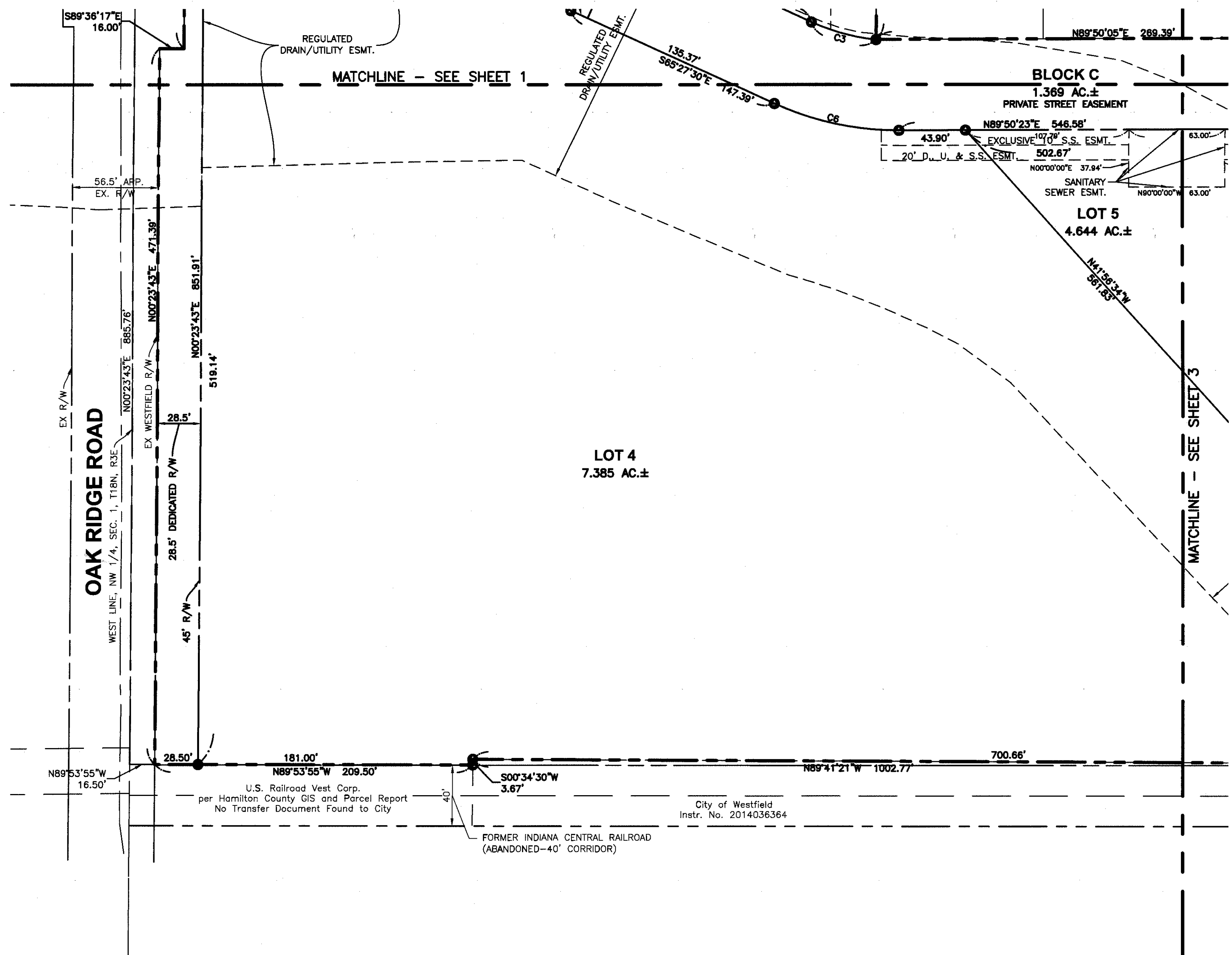
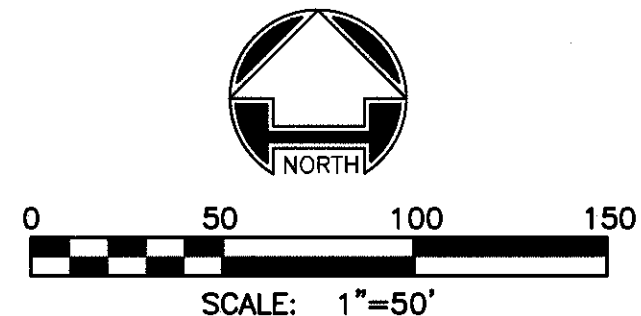
EdgeRock Development LLC
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THE TRAILS OF WESTFIELD

SUBDIVISION SECONDARY PLAT

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

2018023077 PLAT \$55.00
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HAMILTON County Recorder IN
Recorded as Presented



LEGEND:

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CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	CH LENGTH
C11	12.63	121.48	550.87	N67° 44' 24"W	121.23

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	181.03	N0° 23' 45"E
L2	28.23	N84° 07' 32"E
L3	7.67	N0° 00' 00"E
L4	116.59	N86° 53' 47"E
L5	37.53	S84° 37' 42"E
L6	47.41	S71° 01' 21"E
L7	103.75	S68° 11' 55"E
L8	62.37	S60° 21' 18"E
L9	32.00	S65° 50' 33"E
L10	13.30	S70° 45' 41"E
L11	13.81	S76° 54' 29"E
L12	33.10	S84° 46' 19"E
L13	34.42	S87° 27' 19"E
L14	35.68	S85° 56' 32"E
L15	68.96	S80° 36' 16"E
L16	44.98	S68° 15' 46"E
L25	42.26	N53° 29' 20"W
L26	17.53	N67° 43' 54"W
L27	104.72	N67° 19' 05"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L28	68.87	N65° 30' 24"W
L29	79.76	S89° 06' 18"W
L30	131.40	S88° 26' 32"W

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THE TRAILS OF WESTFIELD

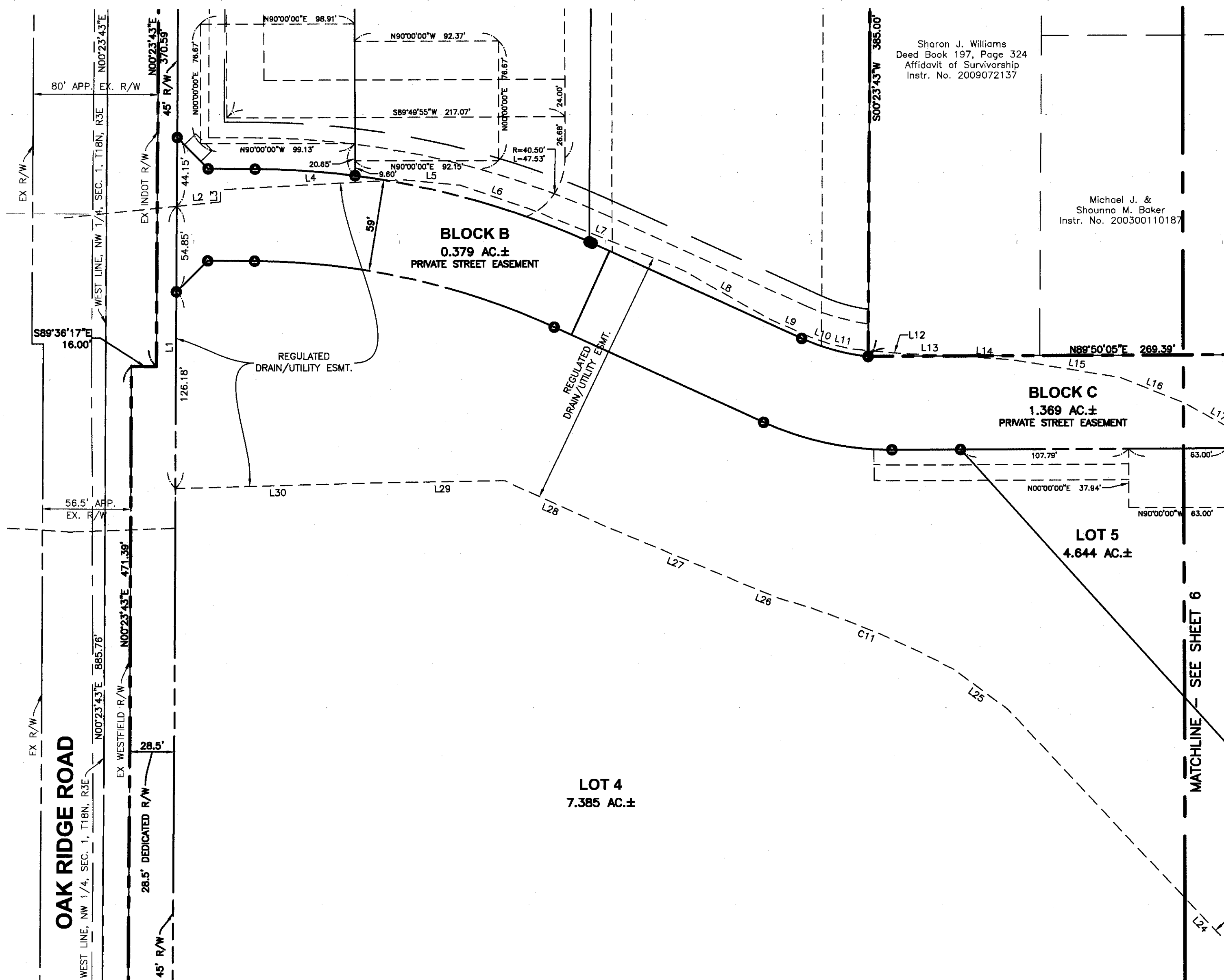
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SCALE: 1"=50'

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LINE TABLE

LINE #	LENGTH	DIRECTION
L17	44.80	S60° 51' 20"E
L18	9.34	S41° 33' 08"E
L19	82.92	S0° 00' 00"E
L20	109.13	S41° 33' 08"E
L21	136.46	S40° 46' 52"E
L22	212.34	S44° 36' 13"E
L23	235.24	N89° 41' 21"W
L24	344.07	N43° 09' 43"W

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317.979.0538

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THE TRAILS OF WESTFIELD

SUBDIVISION SECONDARY PLAT

PART OF THE NORTHWEST QUARTER OF

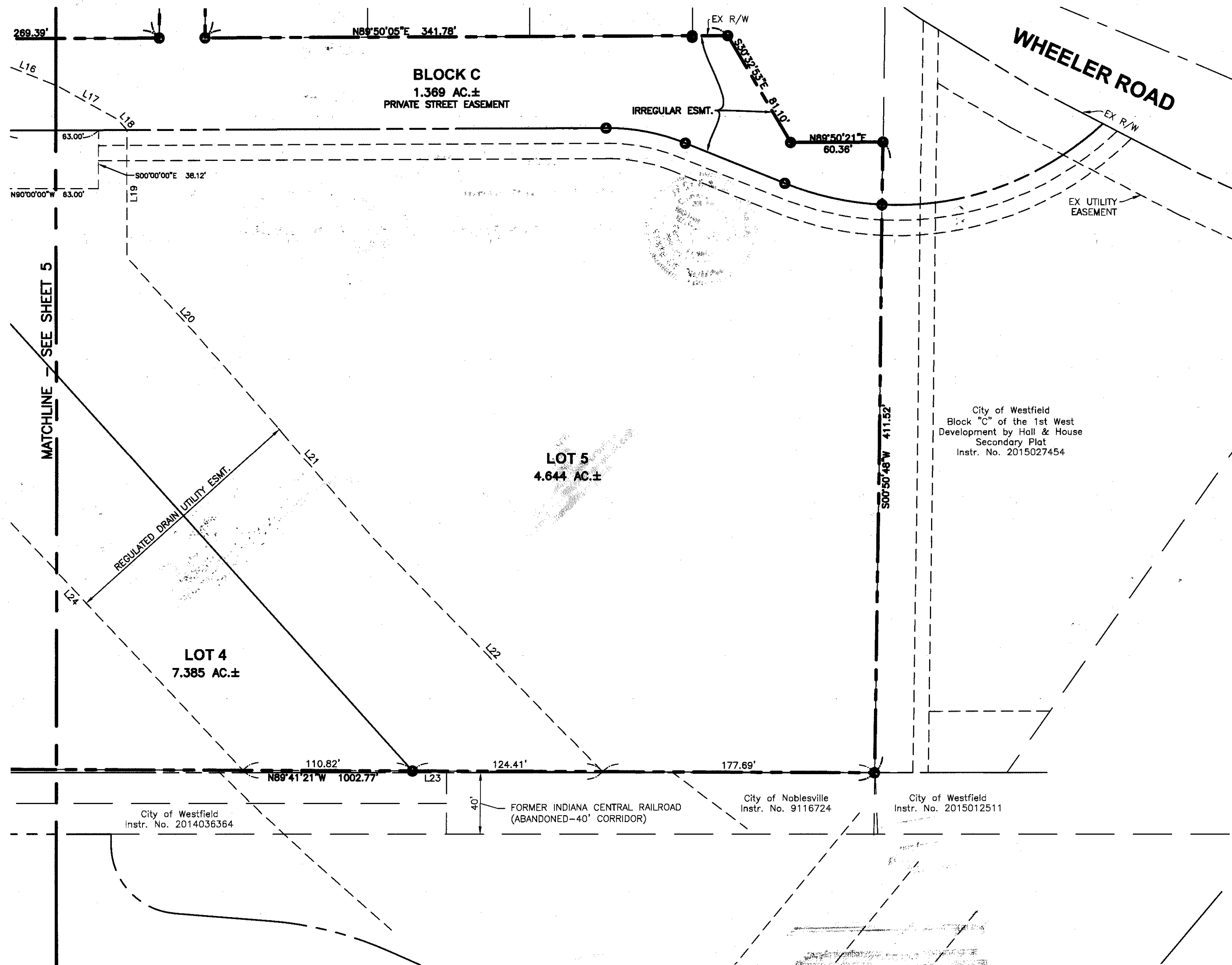
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CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

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Block "C" of the 1st West
Development by Hall & House
Secondary Plat
Instr. No. 2015027454

City of Westfield
Instr. No. 2014036364

FORMER INDIANA CENTRAL RAILROAD
(ABANDONED-40' CORRIDOR)

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FAX: 317.291.5805

LAND DESCRIPTION

A part of the Northwest Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northwest corner of said Northwest Quarter, said corner being marked by a Harrison type marker; thence North 89 degrees 50 minutes 10 seconds East along the north line of said quarter section 488.85 feet to the northwest corner of the parcel of land described in the deed to Sharon J. Williams, recorded in Deed Book 197, page 324 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 23 minutes 43 seconds West along the west line of said Williams land 25.00 feet, said line being parallel to the west line of the Northwest Quarter of said Section 1, to the southerly right-of-way line of State Road 32 and the POINT OF BEGINNING of this description; thence continuing South 00 degrees 23 minutes 43 seconds West along the west line of said Williams land 385.00 feet to the southwest corner of said Williams land; thence North 89 degrees 50 minutes 05 seconds East along the south line of said Williams land and the south line of the parcel of land described in the deed to Michael J. and Shounna M. Baker, recorded in Instrument number 200300110187 in said Recorder's office, 269.39 feet to the southeast corner of said Baker land; thence North 00 degrees 23 minutes 47 seconds East along the east line of said Baker land 160.18 feet; thence South 89 degrees 37 minutes 45 seconds East 30.00 feet to the west line of the parcel of land described in the deed to Bruce A. and Kathy L. Montgomery, recorded in Instrument number 2012048382 in said Recorder's office; thence South 00 degrees 23 minutes 47 seconds West 159.90 feet to the southeast corner of said Montgomery land; thence North 89 degrees 50 minutes 05 seconds East 341.78 feet along the south line of said Montgomery land and the south line of the following three (3) parcels of land: (1) Diane Smith property, recorded in Instrument number 200600005438; (2) Steve Douglas Gunn property, recorded in Instrument number 9234839; (3) State of Indiana property, recorded in Instrument number 2013071539, all recorded in said Recorder's office; thence South 30 degrees 32 minutes 53 seconds East 81.10 feet; thence North 89 degrees 50 minutes 21 seconds East 60.36 feet to the west line of Block "C" of the 1st West Development by Hall & House Subdivision, recorded in Instrument number 2015027454 in said Recorder's office; thence South 00 degrees 50 minutes 48 seconds West along said west line 411.52 feet to the southwest corner of said Hall & House subdivision; thence North 89 degrees 41 minutes 21 seconds West 1002.77 feet; thence South 00 degrees 34 minutes 30 seconds West 3.67 feet; thence North 89 degrees 53 minutes 55 seconds West 209.50 feet to the easterly right-of-way line of Oak Ridge Road; thence along said easterly right-of-way the following four (4) courses: (1) North 00 degrees 23 minutes 43 seconds East 471.39 feet; (2) South 89 degrees 36 minutes 17 seconds East 16.00 feet; (3) North 00 degrees 23 minutes 43 seconds East 370.59 feet; (4) North 51 degrees 31 minutes 10 seconds East 30.64 feet to the southerly right-of-way line of State Road 32; thence North 89 degrees 50 minutes 10 seconds East along said southerly right-of-way line 432.49 feet, said line being parallel to the north line of the Northwest Quarter of said Section 1, to the POINT OF BEGINNING and containing 17.308 acres, more or less. The bearings for this description are based upon the Indiana State Plane Coordinate System East Zone (NAD83).

This plat consists of 5 lots, labeled "Lots 1-5", and 3 blocks, labeled "Block A", "Block B", and "Block C". The size of lots, blocks, and widths of streets and easements are shown in feet and decimal parts thereof.

SOURCE OF TITLE

FMH Family Limited Partnership
ZPS Westfield, LLC, a Florida limited liability company
Oak Ridge Investors LLC
Dahm No. 49, LLC

Instrument Number 2012-31431
Instrument Number 2017-60023
Instrument Number 2016-14473
Instrument Number 2017-60548

REGISTERED LAND SURVEYOR'S CERTIFICATE:

I, David N. Ayala, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by Terra Site Development as part of Project Nos. 150324.1002 and 1702001, and have been recorded in the Office of the Recorder of Hamilton County, Indiana as Doc No. _____ and Doc No. _____, respectively, that all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

David N. Ayala
David N. Ayala
Indiana Professional Surveyor No. 20000227



EASEMENTS

"Private Street Easements" are non-exclusive easements and are hereby established in favor of the adjoining property owners and general public ("grantee"), and grant the grantee the right to enter the easement for purposes of ingress, egress and access to adjoining properties. These easements prohibit the property owners or any other person from placing any obstruction within the easement. These easements are binding on all heirs, successors, and assigns to the property on which they are located. Such easement may be terminated upon the dedication of the easement to the City as public right-of-way or upon the transfer of ownership of the private street easement real estate to the City. The grantee or the City may enforce the provisions of the easement. Maintenance shall be subject to the Easement and Covenant Agreement, recorded with the Recorder of Hamilton County, Indiana, as Instrument No. _____.

"Sanitary Sewer Easements" are hereby created for the use of the Developer, and of the Utility, public or private, having jurisdiction over the sanitary waste disposal system. Sanitary Sewer Easements shall be used to construct, extend, operate, inspect, maintain, reconstruct, and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system, and for ingress and egress thereto.

"Drainage Easements" and "Regulated Drain Easements" are created for the use of the Developer and any governmental agency having jurisdiction over drainage and storm sewer systems to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations to serve the needs of this and adjoining grounds and the public drainage system. Drainage Easements shall be used to grade, construct, operate, inspect, maintain, reconstruct, and remove mains, ducts, or other related structures of storm sewers that are part of said system, and for ingress and egress thereto. The owners of all lots are and shall be required to keep any areas of their lots designed for the natural flow of water unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner. Each property owner, as it pertains to their lot or lots, shall maintain surface drainage systems and open swales, as well as all basement sump drains and swale sub-surface drains (SSD).

"Utility Easements" are created for the use of all public or private utility companies, including but not limited to sanitary sewers, gas, phone, electric, water, and cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes, and other utility installations for the purpose of furnishing utility services, and for ingress and egress thereto.

"Landscape Easement" are strips of ground shown on the plat hereby created for purposes of installation and maintenance of landscaping, earth mounds, screening material, fencing, walls, lighting, irrigation systems, paths and other improvements and for the ingress and egress thereto by the owner and/or their assigns for said stated purposes.

"Subdivision Monument Sign Easements" are strips of ground shown on the Plat for purposes of installing and maintaining monument signs and associated landscaping, and shall be subject to the Easement and Covenant Agreement, recorded with the Recorder of Hamilton County, Indiana, as Instrument No. _____.

"Cross-Access Easements" are strips of ground shown on the Plat for purposes of accessing a Lot and shall be subject to the Easement and Covenant Agreement, recorded with the Recorder of Hamilton County, Indiana, as Instrument No. _____.

THE TRAILS OF WESTFIELD

SUBDIVISION SECONDARY PLAT

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST

CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA.

2018023077 PLAT \$55.00
05/29/2018 03:21:08P 7 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

DEVELOPER/OWNER:

EdgeRock Development LLC
555 East Main Street
Westfield, IN 46074
317.979.0538

REDACT STATEMENT

I, DAVID N. AYALA, PS, 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.

DEED OF DEDICATION (cont'd.):

ZPS Westfield, LLC, a Florida limited liability company

Name: *Jack H. Zimmer* Printed: *JACK H. ZIMMER*
Title: *MANAGER*

State of Indiana }
County of HAMILTON } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ZPS Westfield, LLC, a Florida limited liability company by: JACK H. ZIMMER, and acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notary seal this 15TH day of MAY, 2018.

Jesse M. Philman
Notary Public
JESSE M. PHILMAN
Printed Name

HAMILTON
County of Residence:
05/15/2025
My commission expires:



Oak Ridge Investors LLC

Name: *R. Bird* Printed: *R. Bird*
Title: *Manager*

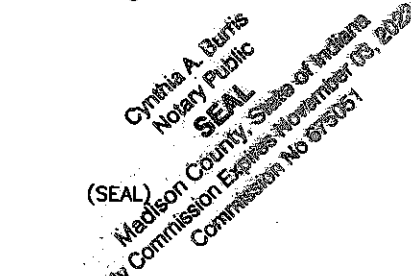
State of Indiana }
County of HAMILTON } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Oak Ridge Investors LLC by: R. Bird, and acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notary seal this 4th day of MAY, 2018.

Cynthia A. Burris
Notary Public
Cynthia A. Burris
Printed Name

Madison
County of Residence:
11/3/2023
My commission expires:



Dahm No. 49, LLC

Name: *Sally Grant* Printed: *Sally Grant*
Title: *Agent*

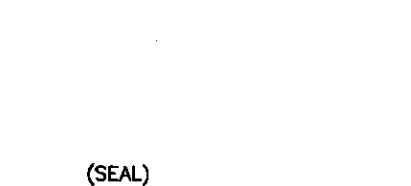
State of Indiana }
County of MARION } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dahm No. 49, LLC by: Sally Grant, and acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notary seal this 14th day of MAY, 2018.

Elizabeth A. Parnage
Notary Public
ELIZABETH A. PARNAGE
Printed Name

MARION
County of Residence:
6/26/2023
My commission expires:



PLAN COMMISSION CERTIFICATE:

Under authority provided by I.C. 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance, on the 16 day of MAY, 2018.

Westfield-Washington Township Plan Commission

By: *Kevin M. Todd*
Matthew S. Skelton, Esq., Director
Economic and Community Development Department
KEVIN M. TODD, SENIOR PLANNER

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE:

This plat and the acceptance of any public rights-of-way and Block B dedicated herein is hereby approved on the 16th day of MAY, 2018, by the Director of the Public Works Department of the City of Westfield, Indiana, on behalf of the Board of Public Works and Safety, pursuant to Resolution 15-120 enacted by the Board of Public Works and Safety on August 26, 2015, and Article 7.4(B) of the Unified Development Ordinance.

Phil A. Sundling
Phil A. Sundling, Director
Public Works Department

DEED OF DEDICATION:

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as The Trails of Westfield, an addition to Westfield, Indiana. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public. "Block A" is hereby dedicated to the City of Westfield for public use.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, _____ (a 25 year period is suggested), at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidity of any of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witnessed our hands and seals this 16th day of MAY, 2018.

FMH Family Limited Partnership

Name: *Frank M. Hahn* Printed: *Frank M. Hahn*
Title: *Pres*

State of Indiana }
County of HAMILTON } SS:

Before me, the undersigned Notary Public, in and for said County and State, personally appeared FMH Family Limited Partnership by: FRANK HAHN, and acknowledged the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notary seal this 4th day of MAY, 2018.

Cynthia A. Burris
Notary Public
Cynthia A. Burris
Printed Name

Madison
County of Residence:
11/3/2023
My commission expires: (SEAL)



EXHIBIT D

DEVELOPMENT INFRASTRUCTURE PLANS

THE TRAILS OF WESTFIELD INFRASTRUCTURE PLANS, STAMPED AS PLANS ACCEPTED ON MAY 30, 2018, MAY BE VIEWED AND ARE ON FILE WITH THE CITY OF WESTFIELD'S DEPARTMENT OF PUBLIC WORKS OFFICE LOCATED AT 2727 EAST 171ST STREET, WESTFIELD, INDIANA 46074.